282524

RECORDED Feb. 2 2021 8:50 AM
IN BOOK 72 Misc. PAGE 1
FEES $ 12.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

EASEMENT

For and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Joella Dugan, Trustee of the Joella Dugan Living Trust, the address of which is P. O. Box 421, Pinedale, Wyoming 82941, the undersigned, hereinafter referred to as Grantor, does hereby grant and convey unto George M. Sonnett, Jr. and Wendy Sonnett, husband and wife, whose mailing address is P. O. Box 493, Washington, Virginia 22747-0493, hereinafter referred to collectively as Grantee, a non-exclusive easement and right-of-way to construct and use a road for the purposes of ingress and egress to properties owned by said Grantee and specifically described in Exhibit "B" attached hereto and by this reference made a part hereof, said property being hereinafter referred to as the benefited lands, along a route on, across and through the following described lands owned by Grantor, situate in the County of Sublette, State of Wyoming, to wit:

> The lands described on Exhibit "A" attached hereto and by this reference made a part hereof;

hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Said grant of easement is subject to the following conditions, exceptions and reservations:

1. The rights and permission granted hereunder are granted only for the purposes of ingress and egress to and from the benefited lands; such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever; subject to the foregoing limitations and subject to the terms hereof, this easement shall be for the benefit of the benefited lands described in Exhibit "B" and shall be an appurtenance running with said benefited lands and shall be a burden on the lands described in Exhibit "A" for the benefit of the benefited lands, which burden shall be a covenant which runs with the lands described in said Exhibit "A".

2. This grant of easement shall not be construed to be a grant for public use.

3. Grantor reserves the right to use all roads covered hereunder for its own purposes, so long as such use does not interfere with Grantee's use thereof; Grantor's reserved right includes specifically the right to grant to others the right to use such roads for any purposes.

4. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses; and this easement will continue to be subject to

any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easement shall be subject to the provisions of this grant.

5. Grantor reserves the right to use the lands covered hereunder for its own purposes, so long as such use does not interfere with Grantee's use thereof.

6. Any damage or destruction of culverts, cattle guards, wings, fences, or gates by grantee, their agents, invitees, or assignees will be promptly repaired.

7. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors, as limited herein, of the parties hereto.

IN WITNESS WHEREOF, this easement deed has been executed and delivered by the Grantor this 2nd day of February, 2001.

Joella Dugan Living Trust

BY Joella Dugan
Joella Dugan, Trustee

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

The foregoing instrument was acknowledged before me by Joella Dugan, Trustee of the Joella Dugan Living Trust, this 2nd day of February, 2001.

Witness my hand and official seal.

Lourinda A. DeGraff
Notary Public

My Commission Expires: March 22, 2003.

LOURINDA A. DEGRAFF NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 22, 2003

EXHIBIT "A"

ENGINEERS
ARCHITECTS
SURVEYORS

1515 NINTH STREET, SUITE A
ROCK SPRINGS, WYOMING 82901
PHONE: (307) 362-7519
FAX: (307) 362-7569

Legal Description

21 October 1999

JFC File: 4422-97S

Identification: Road Easement for George M. Sonnett and
Wendy Z. Burgers Sonnett
Section 8, T 34 N, R 109 W, 6th P.M.,
Sublette County, Wyoming

Landowner: Joella Dugan

A strip of land being 30 feet in width located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 8, Township 34 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming and lying 15 feet each side of the following described centerline:

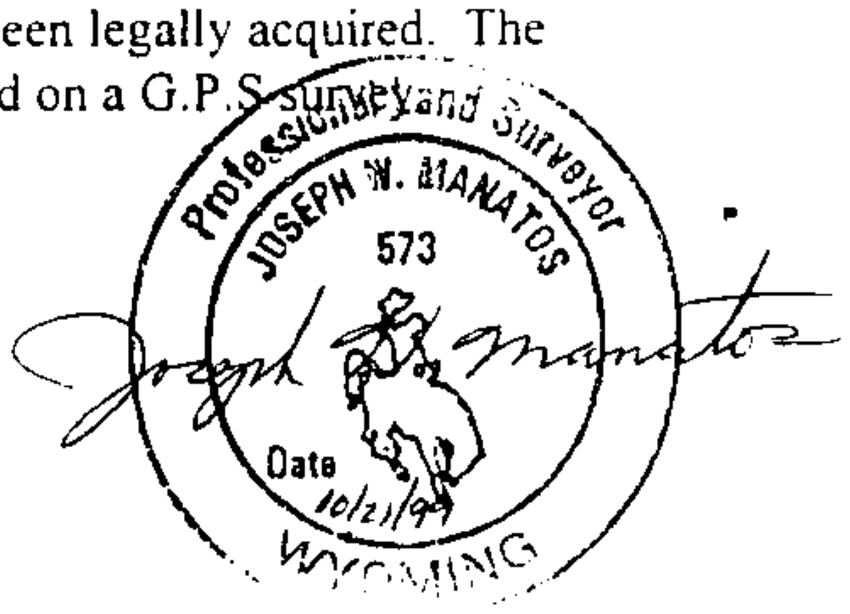
Beginning at a point on the north-south centerline of said Section 8 that lies South 00° 01' 42" West a distance of 1326.92 feet from the north quarter corner thereof;

Thence North 44° 46' 01" West for a distance of 32.62 feet to the beginning of a tangent curve to the right having a radius of 50 feet;

Thence northwesterly along said curve through a central angle of 44° 47' 43" for an arc distance of 39.09 feet;

Thence North 00° 01' 42" East parallel to and lying 37.5 feet westerly of the said north-south centerline of Section 8 for a distance of 1234.92 feet to a point on the north line of said Section 8 from which the north quarter corner thereof bears North 89° 34' 04" West a distance of 37.50 feet.

The total length of centerline as described above is 1306.63 feet, or 79.19 rods, or 0..248 miles and is subject to any other easements and/or rights-of-way that have been legally acquired. The basis of bearing for the above-described centerline is True North based on a G.P.S. survey.



EXIBIT "B"

Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming

Section 5: Lots 1, 2, 3, 4, SW/4NE/4, SW/4
Section 6: E/2 Lot 2, all Lots 5, 6, 7, SW/4NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 7: Lots 1, 2, 3, NE/4NW/4

Township 34 North, Range 110 West of the 6th P.M., Sublette County, Wyoming

Section 1: SE/4SE/4, SE/4NE/4, NW/4SE/4

Township 35 North, Range 109 West of the 6th P.M., Sublette County, Wyoming

Section 32: S/2NE/4, SE/4NW/4, NE/4SW/4, S/2SW/4, SE/4
Section 33: W/2NW/4

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Civil No. 6166

DOUBLE EAGLE PETROLEUM & MINING CORPORATION, a Wyoming Corporation, and WIND RIVER RESOURCES, INC., a Wyoming Corporation,

Plaintiffs,

v.

QUESTAR EXPLORATION & PRODUCTION COMPANY, a Texas Corporation, and WEXPRO COMPANY, a Utah Corporation, and LANCE OIL & GAS COMPANY, INC., a Delaware corporation,

Defendants.

282525

RECORDED Feb. 2 2001 9:35A M
IN BOOK 72 Misc. PAGE 5
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sartin

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in the above Court upon a Complaint of the above-named Plaintiffs against the above-named Defendants. The Plaintiffs are seeking a Declaratory Judgment against the Defendants as to their interests in the following-described lease:

Federal Oil and Gas Lease W-08589

covering the following-described property:

Township 32 North, Range 109 West
Section 5: SW/4SW/4
Section 6: Lot 8, S/2SE/4
Section 7: NE/4, N/2SE/4
Section 8: W/2NW/4, NW/4SW/4

DATED: January 30, 2001.

William N. Heiss
123 West First Street, Suite 675
P.O. Box 2954
Casper, Wy 82601
307-237-9322
Attorney for Plaintiffs

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

William N. Heiss, being first duly sworn, states he is the attorney for the Plaintiffs in the above action; that he has read and understands the contents of the foregoing *Notice of Lis Pendens*, and that the contents thereof are true, as he verily believes.

William N. Heiss

The foregoing was acknowledged, subscribed and sworn to before me this 30th day of January, 2001, by William N. Heiss.

NOTARY PUBLIC
JEANETTE CAMPBELL
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Sep. 22, 2003

Notary Public

My Commission Expires: 9-22-03

C:\word\Litigation\Wind River Lis Pendens.doc

NOTICE OF WITHDRAWAL OF CONSENT

WHEREAS, on the 5th day of February, 1980, Stanley G. Murdock and Madeleine S. Murdock, did grant to the County of Sublette, State of Wyoming, permission to remove snow from a graded road crossing certain portions of the Murdock Ranch, in a Memorandum of Agreement, recorded on the 28th day of March, 1980, in Book 36 of Miscellaneous, page 570, of the records of Sublette County; and

WHEREAS, said permission was subject to withdrawal upon notice; and

WHEREAS, the County has not, in fact, plowed or removed snow from said road for a number of years preceding this notice.

NOW THEREFORE, pursuant to the terms of the Memorandum of Agreement, notice is hereby given to the County of Sublette that the permission granted by the afore described Memorandum of Agreement is hereby withdrawn, effective at the end of the 2000-2001 school year.

The Murdocks further note that they have granted easements for construction of a new road across a portion of their ranch, and hereby offer to give Sublette County similar permission to plow snow on said new road, should the need arise, on terms similar to those contained in the afore described Memorandum of Agreement.

In witness whereof, the parties have hereunto set their hands this 2nd day of Feb, 2001.

Stanley G Murdock
STANLEY G. MURDOCK

Madeleine S. Murdock
MADELEINE S. MURDOCK

The foregoing instrument was acknowledged before me by Stanley G. Murdock and Madeleine S. Murdock on Feb. 2, 2001.

Emma Lou Mason
Notary Public

Emma Lou Mason - Notary Public
County of Sublette — State of Wyoming
My Commission Expires 04/02/2003

282531

RP\Murdock Notice to Withdraw Consent.wpd

RECORDED Feb. 2 2001 2:15 p M
IN BOOK 72 Misc. PAGE 6
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

new Fork

Easement No. 5523

282551

RECORDED Feb 6 20 01 8:50A M
IN BOOK 22 MISC PAGE 7
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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 Four thousand one hundred and 00/100 dollars ($4,100.00) hereby grants and conveys to Wyoming Game & Fish Commission a right to use, in perpetuity, the following described tract of land for a parking area and roadway purposes only, more particularly described as follows:

Parcel I, Parking Area

All that portion of the NE¼NE¼ of Section 16, T.33N., R.109W., of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point in the NE¼NE¼ of said Section 16 from which the northeast corner of said Section 16, being monumented by a brass cap, bears N.61°59'51"E. a distance of 684.72 feet;

thence N.31°40'43"W. a distance of 20.19 feet;

thence N.11°02'48"W. a distance of 87.93 feet;

thence S.87°45'00"E. a distance of 111.05 feet;

thence S.18°19'20"W. a distance of 160.72 feet;

thence N.31°40'43"W. a distance of 62.82 feet, more or less, to the point of beginning.

The above described parcel of land contains 0.23 acres, more or less.

Parcel II, Roadway

All that portion of the NE¼NE¼ of Section 16, T.33N., R.109W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 40 feet apart, being 20 feet on each side when measured at right angles or radially to the following described survey line, said parallel right of way lines begin and end in the NE¼NE¼ of said Section 16:

Beginning at a point in the NE¼NE¼ of said Section 16 from which the northeast corner of said Section 16, being monumented by a brass cap, bears N.86°36'53"E. a distance of 850.25 feet, said point also being a point on County Road No. 23-123, State of Wyoming Right of Way No. 4028;

thence S.24°24'52"E. a distance of 377.63 feet;

thence N.50°31'19"E. a distance of 114.16 feet, more or less, to a point from which the northeast corner of said Section 16 bears N.61°59'51"E. a distance of 684.72 feet, said point also being a point on Parcel I.

The above described parcel of land contains 0.45 acres, more or less.

These descriptions are based on a survey done under the supervision of Stephen S. Pechacek, Wyoming L.S. No. 5603, in January 1995.

The above described tract being more specifically shown on a plat filed in the State Land and Farm Loan Office.

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 parking area and 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 parking area and 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 7th day of July 1995.

(Seal)

BOARD OF LAND COMMISSIONERS
SEAL
WYOMING

Governor, President
Board of Land Commissioners

Countersigned:

Director, Secretary
State Land and Farm Loan Office

Examined

MASTER FORM
Recording requested by:
WELLS FARGO BANK, N.A.

282599

RECORDED Feb. 12 2001 12:30PM
IN BOOK 72 Misc PAGE 9
FEES $ 16.00 M - L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Recording Requested by:
Wells Fargo Bank
When Recorded Return to: Fidelity National LPS
P. O. BOX 19523
Irvine, CA 92623-9523
Code: WFD

SUBLETTE - 1

State of Wyoming — Space Above This Line For Recording Data

MASTER FORM MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage ("Security Instrument") is **FEBRUARY 9, 2001** and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors their signatures and acknowledgments.

LENDER: **WELLS FARGO BANK, N.A.**

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender, with power of sale, the following described property:

THIS MASTER FORM MORTGAGE RECORDED PURSUANT TO WYOMING STATUTE §34-2-109.

The property is located in **SUBLETTE COUNTY** at _____
(Address)

_____, Wyoming _____.
(City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now or at any time in the future be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed $ _____. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
   A. Debt incurred under the terms of the promissory note, revolving line of credit, contract, guaranty or other evidence of debt dated _____ together with all amendments, extensions, modifications and renewals, and having a maturity date of _____.

9

B. All future advances from Lender to Mortgagor under such evidence of debt. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Agreement shall constitute a commitment to make additional or future loans or advances which exceed the amount shown in Section 3. Any such commitment must be agreed to in a separate writing.

C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of the Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. **DUE ON SALE OR ENCUMBRANCE.** Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Property or any interest therein, then at its sole option, Lender may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration for and in such particular circumstances where exercise of such a right by Lender is prohibited by law.

9. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

10. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

11. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument. Mortgagor agrees that this assignment is effective as to third parties when Lender takes affirmative action prescribed by law, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the property is a unit in a Condominium Project or is part of a Planned Unit Development ("PUD"), Mortgagor agrees to the following:

A. Obligations. Mortgagor shall perform all of Mortgagor's obligations under the Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Projects or PUD and

any homeowners association or equivalent entity ("Owners Association"); (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project or PUD which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then Mortgagor's obligation under Section 19 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy. Mortgagor shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to Property, whether to the unit or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to Mortgagor.

C. Flood Insurance. Mortgagor agrees to maintain flood insurance for the life of the Secured Debt which is acceptable, as to form, amount and extent of coverage to Lender.

D. Public Liability Insurance. Mortgagor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

E. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 18.

F. Lender's Prior Consent. Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management by the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

G. Remedies. If Mortgagor does not pay condominium or PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this section shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Secured Debt rate and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.

13. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

14. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

    At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lenders' rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor' name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

19. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

[redacted] [redacted] [redacted]

Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which the Property is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended of modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument. In the event any section of this Security Instrument directly conflicts with any section of a certain Home Equity Closing Handbook which contains the Account Agreement Terms and Conditions (as applicable), Fixed Rate Note Terms and Conditions (as applicable), the Arbitration Agreement, and the Agreement to Provide Flood/Property Insurance, all of which I agree to by signing this Security Instrument, the terms of the Home Equity Closing Handbook shall control.
23. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or as shown in Lender's records, or to any other address designated in writing.
24. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right regarding the marshalling of liens and assets, and hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.
25. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures relates to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

Additional Terms.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

(MASTER FORM)

_____ Mortgagor	_____ Date
_____ Mortgagor	_____ Date
_____ Mortgagor	_____ Date
_____ Mortgagor	_____ Date

ACKNOWLEDGMENT:
(Individual)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ ,
this _____day of _____, _____.

Witness my hand and official seal.

_____
(Signature of Officer)

_____ (Seal)
(Title of Officer)

My Commission Expires: _____.

(MASTER FORM)

STATE OF WYOMING

COUNTY OF SUBLETTE

282601

AFFIDAVIT

RECORDED Feb. 12 2001 1:00 pM
IN BOOK 72 Misc. PAGE 15
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jackson

I, Sandra L. Jackson, Manager of Land Administration of Stone Energy, L.L.C., do hereby certify that the attached is a true and correct copy of the Certificate of Conversion of Basin Exploration, Inc. to a Delaware Limited Liability Company changing its name from Basin Exploration, Inc. to Stone Energy, L.L.C. as obtained from the office of the Secretary of State for the State of Delaware.

To my knowledge there have been no circumstances or events which alter the matter contemplated by the Certificate of Conversion.

Sandra L. Jackson

Sandra L. Jackson

STATE OF COLORADO)

COUNTY OF DENVER)

Subscribed and sworn to before me this 7th day of February, 2001.

Julie Pulger

Julie Pulger – Notary Public

My Commission Expires:
February 2, 2003

JULIE PULGER NOTARY PUBLIC STATE OF COLORADO

16

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "BASIN EXPLORATION, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "BASIN EXPLORATION, INC." TO "STONE ENERGY, L.L.C.", FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2001, AT 3:30 O'CLOCK P.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2289801 8100V

010055393

AUTHENTICATION: 0952442

DATE: 02-02-01

[redacted] [redacted] [redacted]

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "STONE ENERGY, L.L.C." FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2001, AT 3:30 O'CLOCK P.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2289801 8100V

AUTHENTICATION: 0952442

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 02/01/2001
010053850 - 2289801

CERTIFICATE OF FORMATION
OF
STONE ENERGY, L.L.C.

This Certificate of Formation, dated February 1, 2001, has been duly executed and is filed pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act") to form a limited liability company (the "Company") under the Act.

1. ***Name.*** The name of the Company is "Stone Energy, L.L.C."

2. ***Registered Office; Registered Agent.*** The address of the registered office required to be maintained by Section 18-104 of the Act is:

   1209 Orange Street
   Wilmington, Delaware 19801

   The name and address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are:

   The Corporation Trust Company
   1209 Orange Street
   Wilmington, Delaware 19801

3. ***Effective Time.*** The effective time of the formation of the Company contemplated hereby is February 1, 2001.

EXECUTED as of the date first written above.

Andrew L. Gates, III
Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 02/01/2001
010053850 - 2289801

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Wilmington, Delaware 19801

The name and address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are:

The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

3. ***Effective Time.*** The effective time of the formation of the Company contemplated hereby is February 1, 2001.

EXECUTED as of the date first written above.

Andrew L. Gates, III
Authorized Person

282605

RECORDED Feb. 12 2001 2:30p M
IN BOOK 72 Misc. PAGE 20
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Easement No. 5590
LN 02269 Lateral A-12 Extension

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 sixty-six and 66/100 dollars ($2,066.66) hereby grants and conveys to Williams Gas Processing Company a right to use, in perpetuity, the following described tract of land for 6" natural gas pipeline purposes only, more particularly described as follows:

All that portion of the E½NE¼:SW¼NE¼ of Section 36, T.28N., R.114W., 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 SW¼NE¼ of said Section 36 and end on the north boundary of said Section 36:

Beginning at a point in the SW¼NE¼ of said Section 36 from which the west quarter corner of said Section 36 bears S.81°23′W. a distance of 3,308.1 feet;

thence N.12°59′E. a distance of 228.9 feet;

thence N.47°43′E. a distance of 1,181.2 feet;

thence N.21°33′E. a distance of 1,059.4 feet;

thence N.56°50′E. a distance of 500.7 feet;

thence N.29°31′W. a distance of 62.3 feet, more or less, to a point on the north boundary of said Section 36 from which the northeast corner of said Section 36 bears easterly along the north boundary of said Section 36 a distance of 319.4 feet.

The above described parcel of land contains 1.39 acres, more or less.

This description is based on a survey done under the supervision of W. Wayne Gudgell, Wyoming P.L.S. No. 3116, in July 1994.

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 6" natural gas pipeline, 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 6" natural gas pipeline.

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 11th day of September 1997.

(Seal)

James E. Lenmger
Governor, President
Board of Land Commissioners

Countersigned:

James H. Mayfield
Director, Secretary
Office of State Lands & Investments

Examined CE/sc

22

MEMORANDUM OF SALE

An Agreement has been entered into between Randi M. Smith, as Seller, and Farrell Scott Broberg and Deborah Broberg, as Buyer, whose address is 10850 S. Hwy 89, Jackson, Wyoming 83001, for the sale and purchase pursuant to an Installment Land Contract 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:

> Lot 46, Unit B of the Green River Ranch Subdivision, Sublette County, Wyoming.
>
> Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

Buyer shall be entitled to enter into possession of the above-described property on the date of closing.

Seller shall, upon payment in full of the purchase price as provided in said Agreement, cause a Warranty Deed conveying the above-described property to be delivered to the Buyer.

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

SELLER:

Randi M. Smith

Randi M. Smith

BUYER:

Farrell Scott Broberg

Farrell Scott Broberg

Deborah Broberg

Deborah Broberg

282651

RECORDED Feb. 15 2001 8:30a M
IN BOOK 72 Misc. PAGE 22
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 15th day of February, 2001 by Randi M. Smith, Farrell Scott Broberg and Deborah Broberg.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: 8-1-04

E. FRANK HESS - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires August 1, 2004

[redacted] [redacted] [redacted]

[redacted]opple, Esq.
2120 South College, Suite 4
Fort Collins, CO 80525
(970) 490-2882

[redacted]

Ken McCartney, Esq.
P.O. Box 1364
Cheyenne, WY 82003
(307) 635-0555

[redacted]

FILED

JAN 25 2000

Joyce W. Harris, Clerk
United States Bankruptcy Court
District of Wyoming

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING

IN RE:	
MARGIE THOMAS,	
d/b/a/ THE THOMAS RANCH	
SSN 520-38-2287	
	Case No. 99-20329
	Chapter 12
Debtor.	

ORDER

THIS MATTER comes before the Court on the application of Kenneth S. Copple, of Kenneth S. Copple & Associates, P.C., for compensation for services rendered herein. No objections having been filed, and said compensation and expenses incurred appearing necessary, reasonable and not in excess of the cost of comparable services other than in a case under the Bankruptcy Code;

IT IS THEREFORE ORDERED that said application shall be, and the same hereby is, allowed and approved in the sum of $7,024.00 for attorney fees and $1,269.81 in expenses, for a total allowance in the sum of $8,293.81.

AND IT IS FURTHER ORDERED the Applicant is hereby authorized to apply the previously paid retainers to the attorney fees and costs hereby approved, leaving a balance owing, which shall be paid as a cost of administration.

BY THE COURT:

Dated: January 24, 2000

HONORABLE PETER J. McNIFF
United States Bankruptcy Judge

CERTIFIED A TRUE COPY
Joyce W. Harris
Clerk
By Lucy Bleecker
Deputy Clerk
02/25/01

282685

RECORDED Feb. 20 2001 9:05a M
IN BOOK 72 Misc PAGE 23
FEES $ 6.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Rlsd BK 72 Pg 649

282744

RECORDED Feb 20 2001 2:30 PM
IN BOOK 72 MISC PAGE 24
FEES $ 0.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

PARTIAL ABANDONMENT AND RELINQUISHMENT OF EASEMENT

WHEREAS, on 3/17/98 by Resolution 98-568W, the Board of County Commissioners of the County of Sublette did vacate a portion of the Pole Creek Stock Driveway County Road No. 23-161; and,

WHEREAS, said Resolution provided that the easements relating to the vacated roadway should be relinquished except as were acquired by public utilities;

NOW THEREFORE the Board of County Commissioners of the County of Sublette having no further need of certain easements granted to it for the Pole Creek Stock Driveway, the following easements are hereby abandoned and relinquished as set out herein:

1. The easements to be partially abandoned and relinquished are described as:

Edgar C. Cantlin, Jr. 14 Misc. 34
P.C. Cornelius, 20 Misc. 73
Wayne P. Schwab, 14 Misc. 78
V.J. Facinelli, 20 Misc. 45
Ben E. Fowler, 14 Misc. 31
L.R. Cody, 19 Misc. 261
George E. Fowler, 14 Misc. 30

2. The above described easements are abandoned and relinquished as they apply to the following real property:

A strip of land of varying widths being part of the following:
Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

Section 19: SE1/4NW1/4, NE1/4NW1/4;
Section 18: SE1/4SW1/4, NE1/4SW1/4, NW1/4SE1/4, SW1/4NE1/4, NW1/4NE1/4;
Section 7: SE1/4SE1/4, SE1/4NE1/4, NE1/4NE1/4, NE1/4SE1/4, SW1/4SE1/4, NW1/4SE1/4, NW1/4NE1/4, SW1/4NE1/4;
Section 6: SE1/4SE1/4, SW1/4SE1/4;

Beginning at a point on the south line of the said SE1/4NW1/4 of Section 19, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming westerly 150 feet from the center ¼ corner of said Section 19 within the bounds of the South Bench County Road No. 23-109;
thence northerly to the South line of said Section 18;
thence easterly to the East line of the said SE1/4SW1/4 of said Section 18;
thence northerly along the mid-section line of said Section 18 to the north one-quarter corner common to said Section 18 and 7;

thence East along the section line to the southeast corner of the said SW1/4SE1/4 of Section 7;
thence North along the east one-sixteenth line of said Section 7 and Section 6 to a point in the S1/2SE1/4 of said Section 6, an intersection with the Fayette Pole Creek County Road No. 23-121;

3. This abandonment and relinquishment shall not apply to any easements previously acquired by public utilities over said easements in accordance with W.S. Section 1-26-813 and such easements are hereby affirmed.

DATED this 20th day of February, 2001.

BOARD OF COUNTY COMMISSIONERS,
SUBLETTE COUNTY, WYOMING:

BY: William W. Cramer
WILLIAM W. CRAMER, Chairman

BY: Betty Fear
BETTY FEAR, Member

BY: Gordon Johnston
GORDON JOHNSTON, Member

SEAL

ATTEST: Mary L. Lankford
MARY L. LANKFORD, County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Partial Abandonment And Relinquishment Of Easement** was acknowledged before me by BOARD OF COUNTY COMMISSIONERS, SUBLETTE COUNTY, WYOMING, by WILLIAM W. CRAMER, its Chairman, BETTY FEAR, Member, and GORDON JOHNSTON, Member, and attested to and sealed by its County Clerk, this 20 day of February, 2001.

Witness my hand and official seal.

Tracey L Hoover
NOTARY PUBLIC

My Commission Expires: 8/8/02

TRACEY L HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

2800 (400)
W-78301

Phone: (307) 367-4358

JUL 10 1987

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

DECISION

ASSIGNOR:	:	ASSIGNEE:
	:	
Gary Eiden	:	Patrick W. Lindgren
Big Piney, Wyoming	:	Box 61
	:	Big Piney, Wyoming 83113
	:	

RIGHT-OF-WAY ASSIGNMENT APPROVED

By Right-Of-Way Grant issued June 25, 1982, Gary Eiden was granted an access road right-of-way across certain public lands in Sublette County, Wyoming. On June 25, 1987, Gary Eiden requested that the subject right-of-way be fully assigned to Patrick W. Lindgren.

Patrick W. Lindgren agreed in writing on June 25, 1987, to comply and be bound by all terms and conditions set forth in the subject right-of-way grant. The agreement, along with the assignment application and the appropriate fee, was received in the Pinedale Resource Area on June 29, 1987. The transfer agreement and other documents submitted with the assignment and application have been examined and found to be in order.

The assignment is approved.

Sincerely,

Al McLain Pole

Area Manager

GJensen 7-10-87
GJensen/sn/7/9/87/131J

282757

RECORDED Feb. 21 2001 3:20 PM
IN BOOK 72 Misc. PAGE 26
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lucken

[redacted] [redacted] [redacted] IN REPLY REFER TO

United States Department of the Interior

2800 (460)
W-78501

BUREAU OF LAND MANAGEMENT
Rock Springs District Office
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941

Federal lands within
T. 30 N., R. 111 W., Sec.
Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-78501 DATE OF FILING: December 9, 1981

NAME OF GRANTEE: Gary Eiden, Et Al

Big Piney, WY 83113

AUTHORIZED USE: Access Road (per application)

MAP DESIGNATION: Big Piney East Quadrangle, 7.5-minute series

DURATION OF GRANT: Thirty years (30), to expire 6/24/2012

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: Subject to fair market value appraisal. $25 advance rental is acknowledged

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

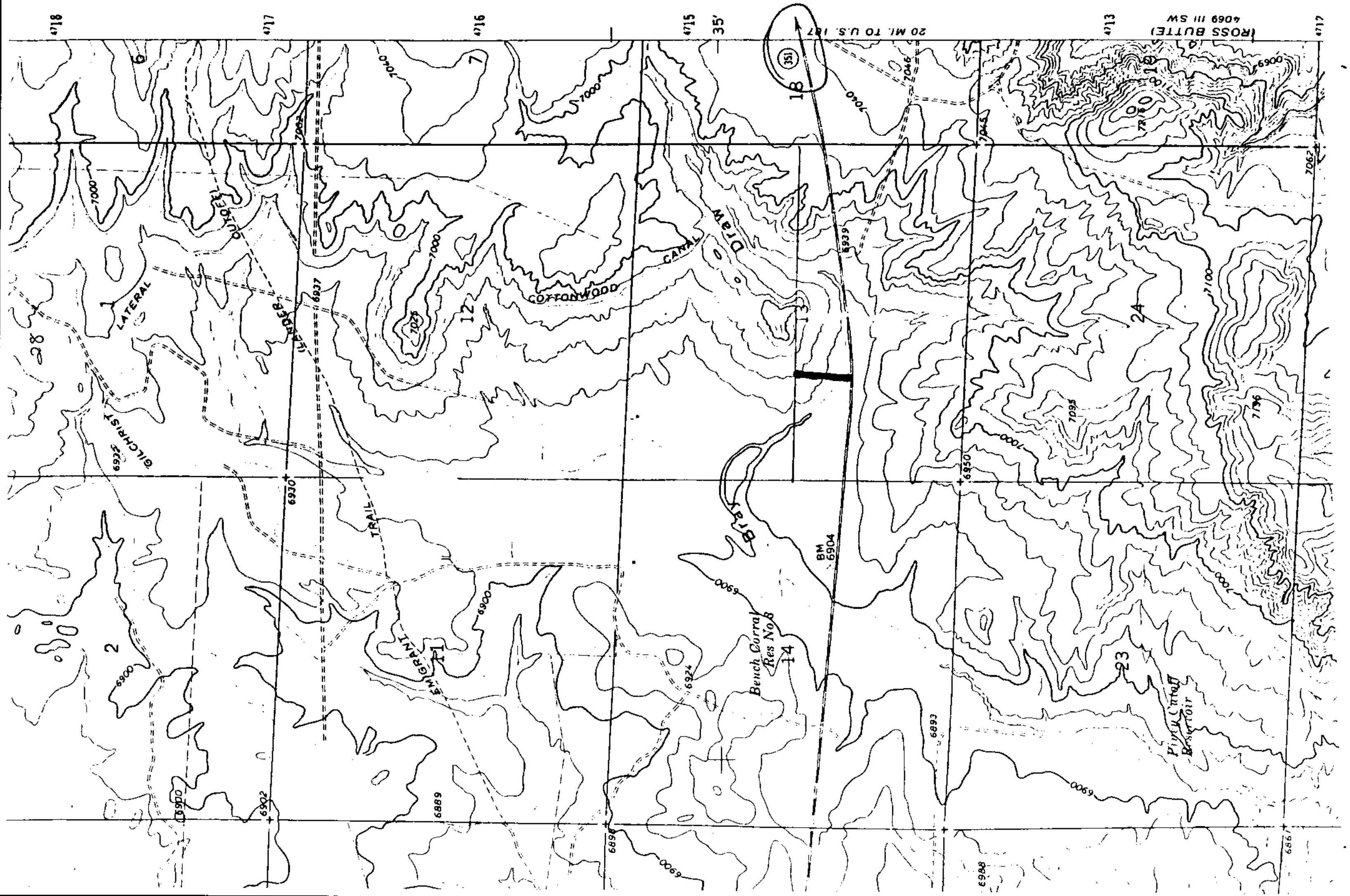
If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of _____ pages which are incorporated herein.

DATE: 6-25-82

/ Fred S. Wyatt
For the District Manager

Enclosures

WY 2800-30 (Aug. 1981)


(ROSS BUTTE)
4069 III SW
20 Mi. TO U.S. 187
35'
4715
4716
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6900
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7100
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6924
6893
6889
6902
6900
6937
6938
6934
6988
6867
7094
7096
7062
6939
6935
BM 6904
Bench Corral Res No 8
Pivot Corners Reservoir
CANAL
LATERAL
TRAIL
EMIGRANT
GILCHRIST
COTTONWOOD
DRAW
BRX

I. Gen[redacted] (These stip[redacted]ations will[redacted]sed in all r[redacted]ht-of-way [redacted] grants)

A. This (right-of-way, permit) is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the holder agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this (grant, permit) are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

B. Any cultural resource (historic or prehistoric site or object) discovered by the holder or any person working on his behalf, shall be immediately reported to the authorized officer. Holder shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The holder will be responsible for the cost of evaluations and for mitigation. Mitigation may include rerouting or excavation, and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

C. Holder shall conduct all activities directly or indirectly associated with the construction, operation, and maintenance of this facility within the limits of this (right-of-way, permit). In the event that areas outside of the (right-of-way, permit) are needed, Holder shall obtain a separate authorization for that use.

D. Whenever the authorized officer identifies a weed control problem, the holder will be responsible for weed control on disturbed areas within the exterior limits of the grant, lease, or permit. The holder is responsible for consultation with local county weed and pest supervisors for the most appropriate weed control methods. Pesticides shall be used in accordance with written instructions from the authorized officer. These instructions should be obtained prior to December 1 if use is planned for the next year. Emergency use may occur with approval from the authorized officer. Pesticides shall not be permanently stored on public lands authorized for use under this (grant, permit, lease).

E. Holder shall construct, operate, and maintain the facilities and structures within this (grant, permit) in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this grant, permit). Any relocation, additional construction, or use which is not in accord with such data may not be initiated without the prior written approval of the authorized officer. A copy of the complete application and a copy of the (grant, permit) stipulations shall be available on

Eiden, et al, Road
Case No. W-78501

F. Holder shall regularly maintain the road in a safe, usable condition. A regular maintenance program shall include, but not be limited to, blading, ditching, culvert installation, drainage installation, surfacing, patrolling, etc.

I have read the grant and Stipulations A through F and do hereby agree to all terms and conditions.

Gary Eiden Sr
Name

8/5/82
Date

Title

SPECIAL CONDITIONS
Eiden, et al, Road
Case No. W-78501

1. Within 6 months of date of right-of-way grant, grantee will install a cattleguard at the junction of the subject right-of-way and the fenced right-of-way of Highway 351 (E-026148). The cattleguard will be installed according to Wyoming State Highway Department standards and will be maintained by the grantee.

2. Grantee agrees to have the road ditched, crowned, and gravel-surfaced. The road will be maintained in a condition satisfactory to the District Manager, Bureau of Land Management.

3. Grantee agrees to install and maintain a culvert within Bray Draw drainage. The culvert shall be of sufficient size, shape, and construction so as to allow a free flow of water during periods of peak flow. This culvert shall be installed according to Wyoming State standards.

Gary Eiden
Name

8/5/82
Date

On this 21st day of February, 2001, I swear that the attached 1 page letter, assigning WYW-78501, dated July 10, 1987, and the attached 5 page right-of-way grant, WYW-78501, dated June 25, 1982, are true copies on file with the Bureau of Land Management, Pinedale Field Office.

Eldon L. Allison Jr.

Eldon L.Allison, Jr.
Assistant Field Manager for Minerals & Lands

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Eldon L. Allison, Jr. on February 21, 2001.

Witness my hand and official seal.

Patricia L. Hoover
Notary Public

My term expires April 16, 2003.

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 mutual covenants and promises herein contained, to the Grantor in hand paid by WILLIAMS GAS PROCESSING COMPANY, P.O. Box 21628, Tulsa, Oklahoma 74121, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, roads and communication cable (said pipeline, appurtenances, valves, metering equipment,cathodic equipment, communication cable and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way Seventy Five (75) feet in width:

Subdivision	Section	Township	Range	B & M
SE¼SW¼	25	28 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. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, 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 without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said pipeline and appurtanant facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way to a condition equal to or better than that which existed prior to construction to the extent practicable. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder, or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline below ordinary cultivation depth.

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 Granteeare without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF THE 7 DAY OF FEBRUARY, 2001.

By.

GRANTOR(S): **J. F. RANCH, INC.**

Witness to Signature(s)

William J. McGinnis III - President

STATE OF WYOMING
SS.
COUNTY OF SUBLETTE

On this 7th day of February, 2001, personally appeared William J.McGinnis III, President of J.F. Ranch, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free act and deed, on behalf of J.F. Ranch.

KAREN S. WENZ - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 4, 2004

Notary Public

282770

Project Name: Dry Piney #29
LN-6311
AFE#: 15991

RECORDED Feb. 22 2001 10:40 AM
IN BOOK 72 Misc PAGE 33
FEES $ 6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

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 21628, Tulsa, Oklahoma 74121, 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 Forty (40) feet on the North and Easterly side and Twenty (20) feet on the South and Westerly side of the pipeline constructed hereunder, situated in Sublette County, State of Wyoming described below:

Subdivision	Section	Township	Range	B & M
NW¼SW¼	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 October 2000.

By:

Stephanie Ashworth
Witness to Signature(s)

GRANTOR: Lillian Harrower

Lillian Harrower
Lillian Harrower

Project Name: Hogsback Annex #12-2
LN-6134
AFE#: 15773

282771

ACKNOWLEDGEMENT

RECORDED Feb. 22 2001 10:10AM
IN BOOK 72 Misc. PAGE 34
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Easton

STATE OF Wyoming
COUNTY OF Laramie

On this 16 day of October 2000, 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.

Tracinda M Workman
Notary Public in and for Laramie County,
State of Wyoming

TRACINDA M. WORKMAN-NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 17, 2001

My Commission expires:
10/17/2001

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF OWEN J. SHELTON, a/k/a OWEN)
JAMES SHELTON, a/k/a OWEN)
SHELTON,)
)
Deceased.)

PROBATE NO. 1764

FILED

FEB 21 2001

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

ORDER GRANTING AUTHORITY TO ACCEPT FUNDS AND RELEASE MORTGAGE

WHEREAS, CAROLINE PASCHALL, Personal Representative herein, did file a Petition For Authority To Accept Payment And Release Mortgage herein, which said Petition prayed in relevant part for an Order authorizing the acceptance of certain funds owed to the Estate and the execution and delivery of a release to a certain Mortgage held by the Estate; and,

WHEREAS, proper notice of the hearing on said Petition having been given and no objections having been made thereto or raised at the hearing thereon;

The Court finds that CAROLINE PASCHALL should be granted authority to accept the concerned payment and to issue the concerned mortgage release.

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED;

1. That CAROLINE PASCHALL, Personal Representative of the above captioned estate, be and hereby is authorized to accept all sums due the estate under that certain Promissory secured by that certain Mortgage recorded in the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, on 7/27/95, in Book 62 of Mortgages, Page 406 and mortgaging the following described real estate in said County, to-wit:

Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;

Section 33: NW¼NE¼NE¼;

2. That CAROLINE PASCHALL, Personal Representative of the above captioned estate, be and hereby is authorized to execute and deliver a Mortgage Release releasing that certain Mortgage recorded in the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, on 7/27/95, in Book 62 of Mortgages, Page 406 and mortgaging the following described real estate in said County, to-wit:

Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;

Section 33: NW¼NE¼NE¼;

DATED this 16th day of Feb, 2001.

NANCY GUTHRIE
JUDGE OF THE DISTRICT COURT

282780

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 Feb. 22 2001 11:45 AM
IN BOOK 72 Misc. PAGE 35
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

36

282738

RECORDED Feb. 23 2001 2:00 PM
IN BOOK 72 Misc PAGE 36
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorsten

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

AFFIDAVIT AFFECTING TITLE

COME NOW, Mark Lewis Feldman and Marcie Beth Feldman being upon oath first duly sworn and state as follows:

1. Affiants are the Trustors or Settlors and the Trustees of that certain Trust known as and referred to as the Mark and Marcie Feldman Family Trust pursuant to Trust Agreement dated the 2nd day of December, 1987 and Amended by First Amendment to the Family Trust Agreement dated the 14th day of December, 2000.

2. That the Trust established by the foregoing described Agreement dated December 2nd, 1987 has sometimes variously been referred to as the Mark and Marcie Feldman Family Trust u/t/a dated December 2, 1987 or the Mark and Marcie Feldman Trust u/t/a dated December 2, 1987 .

3. The Mark and Marcie Feldman Trust u/t/a dated December 2nd, 1987, and the Mark and Marcie Feldman Family Trust u/t/a dated December 2nd, 1987 are one and the same entity and may be treated as one and the same entity for all purposes.

4. Affiants are also the Grantors in their individual capacities and Grantees in their capacities as Trustees in those instruments of conveyance effecting those real properties described on Exhibit "A" attached hereto and by this reference made a part hereof which are intended to be conveyances to the Mark and Marcie Feldman Family Trust u/t/a December 2nd, 1987.

5. This Affidavit is given as an affidavit stating facts relating to matters which may effect title to real estate pursuant to Section 34-11-101, Wyoming Statutes, 1977 as amended and specifically relating to the identity of parties.

6. Further these Affiants sayeth naught.

Mark Lewis Feldman

Marcie Beth Feldman

Subscribed and sworn to before me by Mark Lewis Feldman this 19th day of FEBRUARY, 2001.

Witness my hand and official seal.

Elisa B. Evasco
Notary Public

My Commission Expires: MAR. 14, 2002

ELISA B. EVASCO
Commission # 1176269
Notary Public - California
Los Angeles County
My Comm. Expires Mar 14, 2002
NNAI
LVNN

Subscribed and sworn to before me by Marcie Beth Feldman this 19th day of FEBRUARY, 2001.

Witness my hand and official seal.

Elisa B. Evasco
Notary Public

My Commission Expires: MAR. 14, 2002

ELISA B. EVASCO
Commission # 1176269
Notary Public - California
Los Angeles County
My Comm. Expires Mar 14, 2002
NNAI
LVNN

Description of Parcel 8
of the
Seven Mile River Ranch
Sublette County, Wyoming

That part of the NE¼ and the SE¼ of Section 31, the NW¼ and the SW¼ of Section 32, T34N, R110W, and Lot 1 Section 6, and Lot 4 Section 5 T33N, R110W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at a witness corner which bears N 77°57'39"W, 1731.35 feet from the corner common to Section 31 and 32, T34N, R110W, Section 5 and Section 6, 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, Wyoming;

THENCE N 01°49'25"E, 2729.20 feet to a point at the source of Poole Slough at the Green River, said point being a 5/8" diameter 24 inch long steel rebar with plastic cap stamped "PIERSON LAND SURVEYS PLS 3831", said witness corner bears N 27°28'37"W, 3481.69 feet from said common Section corner. ;

THENCE following said main thread downstream in a easterly direction 5400 feet more or less to a point in the thread of Poole Slough;

THENCE departing said thread S 16°09'35"W, 50 feet more or less to a witness corner marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831", said witness corner bears N 65°35'28"E, 2179.82 feet, from said common Section corner ;

THENCE S 50°29'41"W, 2892.07 feet to a witness corner on the south bank of an unnamed slough, said witness corner bears S 14°42'20"W, 970.78 feet from said common Section Corner;

THENCE following thread of said slough upstream in an westerly direction for 3000 (three thousand) feet more or less to the point of beginning;

Said Parcel **ENCOMPASSES** an area of 203 acres more or less

TOGETHER WITH the use and benefit of a sixty (60.00) foot wide utility and access easement the centerline of which is described as follows;

A sixty (60.00) foot wide access easement following an existing gravel road across the S½ of Section 36, T34N, R111W, the S½ of Section 31, T34N, R110W, and the N½ of Section 6, T33N, R110W 6th P.M., Sublette County, Wyoming, the center line of said easement being more particularly described as follows;

BEGINNING at a point on the south line of said S½, said point bears S 89°50'34"W, 1821.61 feet from the southeast 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, said point also being the terminus of DeSmet County Road No. 23-188 as described in that resolution of record in Book 1 of Resolution Page 279;

THENCE through the following courses and distances;
N 25°44'17"E, 258.77 feet to an intersection with the west line of that parcel of record in Book 2 of Patents, Page 264, in said Office of the Clerk;
THENCE N 33°50'13"E, 201.68 feet to an intersection with the north line of said parcel;
THENCE N 33°50'13"E, 262.26 feet;
THENCE N 63°51'22"E, 366.44 feet;
THENCE S 75°43'33"E, 600.40 feet;
THENCE N 89°32'32"E, 480.79 feet;
THENCE N 48°15'56"E, 195.09 feet to;
THENCE N 12°52'57"E, 246.63 feet;
THENCE N 59°25'42"E, 110.24 feet;

EXHIBIT "A"
Warranty Deed
Seven Mile/Feldman, et al.

Parcel 8 Seven Mile River Ranch
Page 2 of 2

THENCE S 73°13'12"E, 522.57 feet;
THENCE S 56°24'18"E, 184.40 feet;
THENCE S 28°33'54"E, 266.11 feet;
THENCE S 45°01'46"E, 285.79 feet;
THENCE S 55°12'08"E, 570.65 feet;
THENCE S 89°30'40"E, 216.71 feet;
THENCE N 68°24'08"E, 249.81 feet;
THENCE N 70°55'38"E, 31.05 feet;
THENCE S 37°31'36"E, 91.30 feet;
THENCE S 14°31'17"E, 195.04 feet;
THENCE S 22°21'38"E, 67.40 feet;
THENCE S 07°48'57"E, 141.41 feet;
THENCE S 22°17'17"W, 70.90 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 40°50'48"E, 163.20 feet;
THENCE S 57°59'16"E, 108.62 feet;
THENCE S 60°05'10"E, 113.46 feet;
THENCE N 89°51'53"E, 147.34 feet;
THENCE N 63°53'39"E, 213.31 feet;
THENCE N 43°34'53"E, 140.63 feet;
THENCE N 26°24'46"E, 148.70 feet;
THENCE N 03°04'37"E, 111.08 feet;
THENCE N 03°44'05"W, 31.18 feet to an intersection with the south line of ht herein described Parcel 8, said intersection bears N 50°29'41"E, 75.70 feet from the herein described south witness corner;

The side lines of the above described easements are to be extended and/or shortened so as to intersect at angle points, and with said south line of Section 36, and with the southeast line of Parcel 8;

TOGETHER WITH and SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

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.

Todd Cedarholm
Wyoming PLS No. 6447
Pierson Land Surveys, P.C.
Jackson, WY

PINEDALE
Natural Gas

Quinn Corporation
Attn: Mickey LaVoie
P.O. Box 554
437-B Country Club Lane
Pinedale, WY 82941

December 19, 2000

282793

RECORDED Feb. 23 2001 4:05 PM
IN BOOK 72 Misc. PAGE 139
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

SERVICE RELOCATION AGREEMENT

This Agreement is made between Tammy McIntyre and Quinn Corporation, owners of property in Pinedale, Wyoming, hereinafter referred to severally as OWNER and collectively as OWNERS, and Pinedale Natural Gas, Inc., a natural gas utility incorporated in the State of Wyoming, hereinafter PNG, for operation and eventual relocation of a natural gas service pipeline across OWNERS' property.

Whereas, Tammy McIntyre owns the property at 435-A Country Club Lane in Pinedale, and Quinn Corporation owns the property at 435-B Country Club Lane; Whereas OWNERS desire to jointly build a * common garage on each OWNER's property and spanning the shared property line, said building not to be used for human occupancy; and Whereas, such building will be constructed over PNG's natural gas service line located near the shared property line and serving the homes on both said properties; and Whereas Federal pipeline safety regulations at 49 CFR Part 192.361 impose restrictions on gas utility service lines under such buildings; and Whereas revision of such service line for strict compliance, or replacement or relocation would be very difficult in winter conditions;

THEREFORE, each OWNER and PNG agree that construction of the garage building may proceed over PNG's service line under the following conditions:

PNG agrees to replace said service line at a mutually agreeable location near the property line by May 31, 2001. OWNER agrees to pay to PNG the actual and reasonable cost of replacement of the service line within 30 days of invoice for such costs. PNG estimates the cost to be less than $500, if constructed in non-winter conditions.

OWNERS agree to pay for installation and maintenance of a natural gas detector and alarm in each half of the shared garage building. Such detectors shall detect the presence of natural gas or methane and shall sound an audible alarm when concentration of natural gas or methane reaches 1% of gas in air.

If any term or provision of this Agreement is declared by a court or agency of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

OWNERS shall be responsible for all liability, claims and demands on account of personal injury (including death) or property loss or damage caused to PNG, to OWNERS, and to other parties arising out of or connected with the proximity of said gas service line to said building under construction. OWNERS agree to defend, hold harmless and indemnify PNG for any loss, claim, damage, demand or cause of action arising from the existence or use or condition of, damage to or failure of; or repair, replacement or removal of the service pipeline or equipment on said property, until the replacement service line is placed into service.

* also known as lots 1A and 2A Crosswicks First Addition to the Town of Pinedale

PINEDALE
Natural Gas

This is the only agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement. The rights, conditions and provisions of this easement and right-of-way and all provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Sublette County, Wyoming.

Signed and delivered this 1st day of ~~December, 2000~~ February 2001.

Tammy McIntyre, OWNER

Mickey LaVoie for Quinn Corporation, OWNER

Dale Rasmussen for Pinedale Natural Gas, Inc.

STATE of WYOMING)
) *ss.*
COUNTY of SUBLETTE)

The foregoing instrument was acknowledged before me by D. F. Rasmussen
, *GRANTOR(S) this* 1st *day of* January, 2001.
Witness my hand and official seal: Sandra Adams, *Notary Public*
My Commission Expires: 8-17-04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8-17-04

State of WYOMING)
)ss.
County of SUBLETTE)

This foregoing instrument was acknowledge before me by Susan L. LaVoie and Michael LaVoie, this 31st day of January, 2001.

Witness my hand and official seal.

SANDRA ADAMS - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8-17-04

Sandra Adams
SANDRA ADAMS - NOTARY PUBLIC

My Commission Expires: August 17, 2004

State of WYOMING)
)ss.
County of SUBLETTE)

This foregoing instrument was acknowledge before me by Martin and Tammy McIntyre, this 1st day of January, 2001.

Witness my hand and official seal.

SANDRA ADAMS - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8-17-04

Sandra Adams
SANDRA ADAMS - NOTARY PUBLIC

My Commission Expires: August 17, 2004

RECORDED Feb. 26 2001 9:00 AM
IN BOOK 72 Misc. PAGE 42
FEES $ 14.00 COUNTY CLERK 282801
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

DCO-7476 (7-93)

Owner # 185986
DO # 00016151-00012

AFFIDAVIT OF DEATH AND HEIRSHIP

Michael Lynn Sheets
Deceased

386-62-1044
S.S. No.

BEFORE ME, the undersigned authority, on this day personally appeared LYNN Sheets, well known to me to be a credible person, who upon his oath deposes and says:

That he was personally well acquainted with the above–named decedent, during his lifetime, having known him for 35 years, and that affiant bears the following relationship to said decedent, to wit: Father;

Affiant further states that the said decedent departed this life at Foote Hospital, in Jackson County, State of Michigan, on or about August 31st, 1997, being 35 years old at the date of his death.

Affiant further states that the following statements and the answers to the following named questions are based upon the personal knowledge of the affiant and are true and correct:

1. Did decedent leave a will? yes If so, has the will been admitted to probate? no Give name of County and State in which such proceedings are pending, and name and address of executor.

(If decedent left a will, please attach a certified copy of same, together with a copy of the order of court admitting it to probate, and letters testamentary.)

2. If decedent left no will, has a representative been appointed for the estate of the decedent? _____ If so, give the name of the county and state in which said administration proceedings are pending and name and address of administrator. _____

3. Marital status of decedent at time of death (married, single, divorced, widow, widower) Divorced
(If decedent left no heirs, you may attach a full and complete affidavit of heirship of said decedent in narrative form.)

4. If decedent was ever married, complete the following:

Name of Spouse	Address	S.S. No.	Date of Marriage	If Dec'd Date/Death	Date of Divorce
Sandy Sheets	501½ Sheridan	378 24 1795	7/11/92		8/22/94

(If there was a property settlement, please attach a certified copy.)

5. If decedent had any children by any spouse, or adopted any children, give the following information:

Name of Child	Address	S.S. No.	Date of Birth	If Dec'd Date/Death	By Which Spouse
N/A					

6. If a deceased child left descendents, give the following information:

Name of Dec'd Child	Name of Child	Address	S.S. No.	Date of Birth	If Dec'd Date/Death
N/A					

(OVER)

[redacted] [redacted] [redacted]

7. If decedent left no children or grandchildren, please list all information concerning the father, mother, brothers and sisters; also note if any siblings are half-blood siblings:

Name	Address	S.S. No.	Relationship	If Dec'd Date/Death
LYNN Sheets	140 Bradely	370 36 2457	Father	
Julie Sheets		362 40 2099	mother	7/18/96
Jeff Sheets	1590 GateKeeper Way	Cetwville OH 386-62-1033	Brother	
Wally sheets	140 Bradely	386 62 1055	Brother	

8. Please list children of any deceased brother or sister of decedent:

Name of Child	Address	S.S. No.	Date of Birth	Name of Father & Mother	If Dec'd Date/Death
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 ☐ Community ☐ Separate ☐ Life Estate

10. Have all Federal Estate and State Inheritance taxes owing by decedent's estate been paid? If so, indicate offices to which taxes paid or furnish tax certificates.

Michael owned Mobil Royalties and an old CAT

Lynn D Sheets
(Affiant's Signature)

Subscribed and sworn to before me this 16th day of February, 19 2001

Cathy J. McKinney
Notary Public in and for

Jackson Michigan
County State

My Commission Expires:
7/17/04

CORROBORATING AFFIDAVIT
(To be executed by party other than above affiant)

STATE OF Michigan
COUNTY OF JACKSON

Wallis B Sheets, 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.

Wallis B Sheets
(Affiant's Signature)

Subscribed and sworn before me this 16th day of February, 19 2001

My Commission Expires:
7/17/04

Cathy J McKinney
Notary Public in and for

Jackson Michigan
County State

TO ELIMINATE A DELAY IN PROCESSING, ALL QUESTIONS MUST BE COMPLETED.

LF _____

CF 930

STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH

CERTIFICATE OF DEATH

STATE FILE NUMBER
1327722

TYPE/PRINT IN PERMANENT BLACK INK

FOR USE BY PHYSICIAN OR INSTITUTION

DECEDENT

1 DECEDENT'S NAME (First, Middle, Last): MICHAEL LYNN SHEETS

2 SEX: MALE

3 DATE OF DEATH (Month, Day, Year): AUGUST 31, 1997

4a AGE - Last Birthday (Years): 35

4b UNDER 1 YEAR: MONTHS / DAYS

4c UNDER 1 DAY: HOURS / MINUTES

5 DATE OF BIRTH (Month, Day, Year): JULY 7, 1962

6 COUNTY OF DEATH: JACKSON

7a LOCATION OF DEATH (Enter place officially pronounced dead in 7a, 7b, 7c) HOSPITAL OR OTHER INSTITUTION - Name (If not in either, give street and number): FOOTE HOSPITAL

7b IF HOSP OR INST Inpatient Or Emer Room DOA (Specify): INPATIENT

7c CITY, VILLAGE, OR TOWNSHIP OF DEATH: JACKSON

8 SOCIAL SECURITY NUMBER: 386-62-1044

9a USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): MOLD MAKER

9b KIND OF BUSINESS OR INDUSTRY: TOOL & DIE CO.

10a CURRENT RESIDENCE - STATE: MICH.

10b COUNTY: JACKSON

10c LOCALITY (Check one box and specify): ☐ INSIDE CITY OR VILLAGE OF ☒ TWP OF BLACKMAN

10d STREET AND NUMBER: 140 BRADLEY

10e ZIP CODE: 49201

11 BIRTHPLACE (City and State or Foreign Country): JACKSON, MI.

12 MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify): DIVORCED

13 SURVIVING SPOUSE (If wife, give name before first married):

14 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No): NO

15 ANCESTRY - Mexican, Puerto Rican, Cuban, Central or South American, Chicano, other Hispanic, Afro-American, Arab, English, French, Finnish, etc. (Specify below): DUTCH / GERMAN

16 RACE - American Indian, Black, White, etc. If Asian, give nationality i.e., Chinese, Filipino, Asian Indian, etc. (Specify below): WHITE

17 DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): ; College (1-4 or 5+): 4

PARENTS

18 FATHER'S NAME (First, Middle, Last): LYNN D. SHEETS

19 MOTHER'S NAME (First, Middle, Surname before first married): JULIE A. LOVELAND

INFORMANT

20a INFORMANT'S NAME (Type/Print): LYNN D. SHEETS

20b MAILING ADDRESS (Street and Number or Rural Route Number, City or Village, State, ZIP Code): 140 BRADLEY, JACKSON, MI. 49201

DISPOSITION

21 METHOD OF DISPOSITION - Burial, Cremation, Removal, Donation, Other (Specify): CREMATION

22a PLACE OF DISPOSITION (Name of Cemetery, Crematory or other place): SO. MICH. CREMATORY

22b LOCATION - City or Village, State: JACKSON, MICH.

23 SIGNATURE OF FUNERAL SERVICE LICENSEE: Gerge S. Vinson

24 LICENSE NUMBER (of Licensee): 4543

25 NAME AND ADDRESS OF FACILITY: HORNE-VINSON-WATSON FUNERAL CHAPEL 2590 SPR.ARBOR RD., JACKSON, MI. 49203

CAUSE OF DEATH

26 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	Cardiac Cardiomyopathy	5 mos.
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): Hepatorenal Syndrome	6 mos.
c	DUE TO (OR AS A CONSEQUENCE OF): Alcoholic Cirrhosis of Liver	5 years
d	DUE TO (OR AS A CONSEQUENCE OF):	

PART II Other significant conditions contributing to death but not resulting in the underlying cause given in Part I:

27a WAS AN AUTOPSY PERFORMED? (Yes or No): No

27b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or No):

28 ACTUAL PLACE OF DEATH (Home, Nursing Home, Hospital, Ambulance) (Specify): Hospital

29 WAS CASE REFERRED TO MEDICAL EXAMINER? (Specify Yes or No): No

CERTIFIER

CERTIFYING PHYSICIAN

30a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): Gerge S. Vinson

30b DATE SIGNED (Mo., Day, Yr.): 9/3/97

30c TIME OF DEATH: 2:16 A.M.

30d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

MEDICAL EXAMINER

MEDICAL EXAMINER

31a (Check one only) ☐ The case reviewed and determined not to be a medical examiner's case. ☐ On the basis of examination and of investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated. (Signature and Title):

31b DATE SIGNED (Mo., Day, Yr.):

31c CASE NUMBER:

31d PRONOUNCED DEAD (Mo., Day, Yr.): ON

31e TIME OF DEATH: M

32a NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type or Print): Larry E. Jennings MD 500 W. Washington Jackson MI 49201

32b LICENSE NUMBER: 25270

33a ACC, SUICIDE, HOM., NATURAL OR PENDING INVEST. (Specify): Natural

33b DATE OF INJURY (Mo., Day, Yr.):

33c TIME OF INJURY: M

33d DESCRIBE HOW INJURY OCCURRED:

33e INJURY AT WORK (Specify Yes or No):

33f PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify):

33g LOCATION - Street or R.F.D. No., City, Village or Twp., State:

34a REGISTRAR'S SIGNATURE: Mickey Mortimer

34b DATE FILED (Month, Day, Year): SEP 03 1997

36 106

6

STATE OF MICHIGAN

SS

County of Jackson

I, Mickey Mortimer, Clerk of the County of Jackson and of the Circuit Court thereof having a seal, do hereby certify that this is a true and correct reproduction of the record on file in this office.

I have hereunto set my hand and affixed the seal of Said Circuit Court this

SEP 03 1997, Sally Ramphrey

Deputy County Clerk

[redacted] [redacted] [redacted]

EXHIBIT A:
PROPERTY LISTING

Owner Number: 185986

Date Issued: 12/31/96

ivision Order Number: 0669147 **Effective Date:** December 1, 1996
roperty Name: TIP TOP NUGGET A-B TR 37
perator: MOBIL OIL CORPORATION
ounty and State: SUBLETTE, WY
roperty Description:

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495) SECTION 2: E/2 LOT 20 AND E/2 LOT 13 SECTION 12: NW/4 SW/4 NW/4, W/2 NE/4 SW/4 NW/4, W/2 SE/4 SW/4 NW/4 AND SW/4 SW/4 NW/4

roduction: _X_ Oil ___ Gas

ype of Interest 1/6 X(1/4 X(595/3011 X 1.66667%)) ORI
nd Decimal: (0.0001372)

---

ivision Order Number: 0669148 **Effective Date:** December 1, 1996
roperty Name: TIP TOP NUGGET A-B TR 35-A
perator: MOBIL OIL CORPORATION
ounty and State: SUBLETTE, WY
roperty Description:

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 1: SW/4 SW/4 NW/4 AND W/2 W/2 SW/4 CONTAINING 50.00 ACRES, MORE OR LESS

roduction: _X_ Oil ___ Gas

ype of Interest 1/6 X(1/4 X(595/3011 X 1%)) ORI
nd Decimal: (0.0000823)

---

ivision Order Number: 0991598 **Effective Date:** December 1, 1996
roperty Name: M L JUSTHEIM WELL 65-18
perator: MOBIL OIL CORPORATION
ounty and State: SUBLETTE, WY
roperty Description:

TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH PM (W-01495) SECTION 18: W/2 SE/4 AND LOTS 5 THRU 18, INCLUSIVE

roduction: _X_ Oil _X_ Gas

ype of Interest 1/6 X(1/4 X(595/3011 X 1.66667%)) ORI
nd Decimal: (0.0001372)

---

ivision Order Number: 0991763 **Effective Date:** December 1, 1996
roperty Name: TIP TOP UT MUDDY A TR 37
perator: MOBIL OIL CORPORATION
ounty and State: SUBLETTE, WY
roperty Description:

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495) SECTION 2: LOTS 13 AND 20

roduction: _X_ Oil _X_ Gas

ype of Interest 1/6 X(1/4 X(595/3011 X 1.66667%)) ORI
nd Decimal: (0.0001372)

---

ivision Order Number: 0991767 **Effective Date:** December 1, 1996
roperty Name: TIP TOP UT DAKOTA A TR 35A
perator: MOBIL OIL CORPORATION
ounty and State: SUBLETTE, WY
roperty Description:

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 1: W/2 LOT 8, W/2 SW/4 NW/4 AND W/2 W/2 SW/4 (AKA W/2 W/2 W/2) CONTAINING 75.155 ACRES, MORE OR LESS

roduction: _X_ Oil _X_ Gas

ype of Interest 1/6 X(1/4 X(595/3011 X 1%)) ORI
nd Decimal: (0.0000823)

EXHIBIT A:
PROPERTY LISTING

wner Number: 185986

Date Issued: 12/31/96

ion Order Number: 0991768 Effective Date: December 1, 1996
rty Name: TIP TOP UT DAKOTA A TR 37
tor: MOBIL OIL CORPORATION
y and State: SUBLETTE, WY
rty Description:

WNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495) SECTION 2: LOTS 13 AND 20

ction: X Oil X Gas

of Interest 1/6 X(1/4 X(595/3011 X 1.66667%)) ORI
ecimal: (0.0001372)

---

ion Order Number: 0994375 Effective Date: December 1, 1996
rty Name: TIP TOP UNIT B TR 35A
tor: MOBIL OIL CORPORATION
y and State: SUBLETTE, WY
rty Description:

WNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 1: LOT 7 AND SE/4 NW/4 CONTAINING 70.45 ACRES, MORE OR LESS

ction: X Oil X Gas

of Interest 1/6 X(1/4 X(595/3011 X 1%)) ORI
ecimal: (0.0000823)

---

ion Order Number: 0994377 Effective Date: December 1, 1996
rty Name: TIP TOP UNIT B TR 37
tor: MOBIL OIL CORPORATION
y and State: SUBLETTE, WY
rty Description:

WNSHIP 28 NORTH, RANGE 113 WEST, 6TH PM (W-01495) SECTION 18: SW/4 SE/4 AND LOTS 5 THRU 18 AND SE/4 SE/4
CTION 31- T29N-R113W

ction: X Oil X Gas

of Interest 1/6 X(1/4 X(595/3011 X 1.66667%)) ORI
ecimal: (0.0001372)

---

ion Order Number: 0994484 Effective Date: December 1, 1996
rty Name: TIP TOP UNIT A TR 35 A
tor: MOBIL OIL CORPORATION
y and State: SUBLETTE, WY
rty Description:

WNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 1: LOT 8, SW/4 NW/4, SW/4 AND SW/4 SE/4 CONTAINING 270.31
RES, MORE OR LESS

ction: X Oil X Gas

of Interest 1/6 X(1/4 X(595/3011 X 1%)) ORI
ecimal: (0.0000823)

---

ion Order Number: 0994486 Effective Date: December 1, 1996
rty Name: TIP TOP UNIT A TR 37
tor: MOBIL OIL CORPORATION
y and State: SUBLETTE, WY
rty Description:

WNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495) SECTION 2: E/2 SE/4 SECTION 12: S/2 NW/4 AND E/2 SW/4
CTION 13: NE/4 AND E/2 SE/4 TOWNSHIP 29 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 31: SE/4 SW/4 AND SW/4 SE/4
NTAINING 560.00 ACRES, MORE OR LESS

ction: X Oil X Gas

of Interest 1/6 X(1/4 X(595/3011 X 1.66667%)) ORI
ecimal: (0.0001372)

[redacted] [redacted] [redacted]

AMMENDMENT TO SNOW REMOVAL
ROAD MAINTENANCE AGREEMENT

THIS AMMENDMENT to said agreement made and entered into the 15th day of December, 1977, and recorded December 15, 1997 in Book 67 Misc., Page 648, in order to include Lot 45 Barger Subdivision 3rd Filing Block Eight (8) Sublette County, a Wyoming Subdivision.

W I T N E S S E T H:

WHEREAS the road which furnishes access to the individual tracts within the Barger Subdivision 3rd Filing is not publicly maintained: and

WHEREAS it would be to the mutual benefit of the undersigned tract owners and/or new owners of the specific tracts within said subdivision that said roads be maintained: and

WHEREAS the cost of said maintenance should be shared equally by the undersigned tract owners and/or new owners of specified lots within said subdivision Block Eight: and

WHEREAS the benefits of maintenance of said road will also be of equal benefit of future owners of this specific tract Lots Forty-Five (45), Forty-Six (46), Forty-Nine (49), Fifty (50), Fifty-One (51), and Fifty-Two (52), Block Eight (8) of the Barger Subdivision, Sublette County, Wyoming.

NOW THEREFORE, in consideration of the sum of Ten ($10.00) Dollars in hand paid by each party hereto to the other parties hereto, the receipt and sufficiency where of is hereby acknowledged, and in further consideration of the mutual covenants, promises and agreements hereinafter set forth, it is hereby mutually covenanted, promised and agreed as follows:

1. **That tract owners of Lots 45, 46, 49, 50, 51 and 52 of the Barger Subdivision, Block Eight (8) 3rd Filing Sublette County, Wyoming shall meet once a year to determine the amount to be raised from the owners of said lots for snow removal and road maintenance.**

2. **That they appoint one owner to collect this money and contract for snow removal.**

IN WITNESS WHEREOF we have hereunto set our hands and seals this 26 **day of February, 2001.**

Dru M. Dohrmann

State of Wyoming }
} ss.
County of Sublette }

The foregoing instrument was acknowledged before me by Dru M. Dohrmann this 26 day of February, 2001.

Witness my hand and official seal.

Jami Pearson - Notary Public
County of Sublette State of Wyoming
My Commission Expires _____

Jami Pearson
Notary Public

My Commission Expires: NOV 16 2002

282825

RECORDED Feb. 26 2001 1:25 PM
IN BOOK 72 Misc PAGE 47
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Swaby

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement ("Assignment"), is between HFH Acquisition, Inc., a Wyoming corporation ("Assignor"), and Vertin Acquisition Entity, L.L.C., a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor, Assignee and other Sellers and Managers (as defined in the Asset Purchase Agreement) have entered into an Asset Purchase Agreement, dated October 4, 2000, as amended by the First Amendment, dated as of October 25, 2000 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor and other Sellers agreed to sell, transfer and convey to Assignee and Assignee agreed to purchase and acquire from Assignors and other Sellers all of the Assets, including but not limited to certain Real Property Leases; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's right, title and interest in and to, and obligations under that certain lease, dated as of May 3, 1995, between Hudson's Funeral Home and HFH Acquisition, Inc.(the "Lease"), concerning the Premises legally described as set forth on *Exhibit A* attached hereto and incorporated by reference herein.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee or as nominee for the contemplated purchaser of the business operated on the Premises (a "Designee") all of Assignor's right, title and interest in and to the Lease.

2. Assumption. Assignee hereby accepts the assignment set forth in Section 1 hereto and expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Lease.

3. Binding on Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns.

4. Defined Terms. All initially capitalized terms used but not defined herein have the meanings given to them in the Asset Purchase Agreement.

5. Representations and Warranties. Assignee acknowledges that Designee is not party to the Asset Purchase Agreement and shall acquire no rights whatsoever thereunder.

282833

RECORDED Feb. 26 2001 4:20 PM
IN BOOK 72 Misc. PAGE 48
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sackett

CO-1066727v1

NBV 14200 1040
#3146 A

[redacted] [redacted] [redacted]

MADE EFFECTIVE as of the 15 day of December, 2000.

ASSIGNOR:

HFH ACQUISITION, INC.

By: _____
Name: Hugh T. Hornibrook
Title: Vice President

ASSIGNEE:

VERTIN ACQUISITION ENTITY, L.L.C.

By: _____, President
Name: Thomas M. Vertin
Title: President

CITY OF BURNABY §
§
PROVINCE OF BRITISH COLUMBIA §

The foregoing instrument was acknowledged before me this 15 day of December, 2000 by Hugh T. Hornibrook, a Vice President for HFH Acquisition, Inc., a Wyoming corporation, on behalf of said corporation.

WITNESSETH MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires:

NO FIXED DATE

Name: CATHERINE E. CARTER
BARRISTER & SOLICITOR
4126 NORLAND AVENUE
BURNABY, BC V5G 3S8

STATE OF MINNESOTA §
§
COUNTY OF Hennepin §

The foregoing instrument was acknowledged before me this 15th day of December, 2000 by Thomas M. Vertin, the President for Vertin Acquisition, Entity, L.L.C., a Minnesota limited liability company, on behalf of said limited liability company.

WITNESSETH MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires:

Name: John M. Giblin

JOHN M. GIBLIN
NOTARY PUBLIC – MINNESOTA
My Comm. Expires Jan. 31, 2005

CO-1066727v1

[redacted] [redacted] [redacted]

Exhibit A

Lots 1 and 2, Block 2, of the Cooley Tenth Addition to the Town of Pinedale, Sublette County, Wyomimg, out of SW1/4SW1/4 of Section 34, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming.

Hudson's Funeral Home -
Chapel of the Pines
82520 and 164 N. Bridger
Pinedale, WY
(Location Number 3146A)

CL: 527892v1

Exhibit A

Two tracts of land situated in the NE1/4NW1/4 of Section 20, Township 33 North, Range 99 West of the 6th P.M., Fremont County, Wyoming, more particularly described as follows:

Beginning at Corner No. 1, which point is also the North One Quarter Section Corner of said Section 20; thence proceed S. 0 degrees 27.3' E., a distance of 75 feet along the East line of said NE1/4NW1/4 to Corner No. 2; thence proceed S. 88 degrees 38.5' W., a distance of 140.02 feet to Corner No. 3; thence proceed N. 10 degrees 49.8' E., a distance of 76.73 feet, more or less, to Corner No. 4, which point is situate on the North line of said Section 20; thence proceed N. 88 degrees 38.5' E., along said North line of said Section 20, a distance of 125 feet, more or less, to Corner No. 1, the point of beginning.

AND

Beginning at Corner No. 1, which corner bears S. 0 degrees 27.3' E., a distance of 75.00 feet from the North One Quarter Section Corner of said Section 20 and which point is situate on the East line of said NE1/4NW1/4; thence proceed S. 0 degrees 27.3' E. along said East line of said NE1/4NW1/4, a distance of 203.00 feet to Corner No. 2, which corner is also a City Limits Marker for the City of Lander, Wyoming; thence proceed S. 48 degrees 10.7' W., a distance of 180.9 feet to Corner No. 3; thence proceed S. 72 degrees 43.6' W., a distance of 75.35 feet to Corner No. 4; thence proceed N. 10 degrees 49.8' E., a distance of 340.54 feet to Corner No. 5; thence proceed N. 88 degrees 38.5' E., a distance of 140.02 feet, more or less, to Corner No. 1, the point of beginning.

Hudson's Funeral Home, Inc.
680 Mount Hope Drive
Lander, WY 82520
(Location No. 3146)
(Parcel 1)

[redacted] [redacted] [redacted]

NOTICE OF LIS PENDIS

Please take notice that a Complaint was filed in the District Court of Sublette County, Wyoming on February 27, 2001 as Civil Action # 6204, by First Capital Group, LLC against Margie J. Thomas which complaint was for the recovery of $100,000.00 together with various costs and attorney fees, all pursuant to an earnest money deposit for the purchase of the following described real property, namely;

See Schedule C attached hereto.

DATED this 1ST day of March, 2001.

Frank Hess
Hess & Carlman, LLC
Attorney for First Capital Group, LLC
P. O. Box 449
Jackson, Wyoming 83001
307-733-7881 phone
307-733-7882 fax

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 1ST day of March, 2001 by Frank Hess who does verify that the foregoing statements are true and correct to the best of his knowledge.

WITNESS my hand and official seal.

STEFANIE K. SALVI-NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES SEPT. 29, 2004

Notary Public
My Commission expires: 9/29/04

282881

RECORDED March 1 2001 4:30 PM
IN BOOK 12 Misc PAGE 53
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]

Rlsd. Bk 12 Misc. pg. 102 3/23/01

ALTA COMMITMENT - 1982 - WY

Commitment No.: 17478-T

SCHEDULE C

The land referred to in this commitment is situated in the State of Wyoming, County of Sublette, and is described as follows:

TOWNSHIP 33 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 13:	W½SW¼;
Section 14:	E½W½, SE¼;
Section 22:	SE¼NE¼, W½NE¼, SE¼, E½W½;
Section 23:	NE¼, S½NW¼, S½;
Section 24:	NW¼NW¼;
Section 25:	NW¼NW¼;
Section 26:	N½NE¼, W½;
Section 27:	NE¼, E½NW¼, NE¼SE¼

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Civil No. 6167

ANNE E. BARGER FAMILY TRUST,
Plaintiff,

vs.

T.B.C. LAND AND RECREATION DEVELOPMENT CORPORATION, EDWARD RAK, CLARENCE KUBIAK, all unknown heirs, devisees, legatees, 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

MAR 0 1 2001

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.

282887

RECORDED March 2 2001 1:30 P M
IN BOOK 72 Misc. PAGE 55
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The following named Defendants:

T.B.C. LAND AND RECREATION DEVELOPMENT CORPORATION, EDWARD RAK, CLARENCE KUBIAK, all unknown heirs, devisees, legatees, creditors, and successors of said persons, and all other persons claiming any estate or interest in, or lien upon, the real property and premises which are the subject matter of this action and are described herein,

have no claim whatsoever to any right, title, interest or estate in or to the lands and premises described as:

> **Lots 4 and 5, Block 1, Barger Subdivision,** and **Lot 93, Block 2, Barger Subdivision**, Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.

2. Plaintiff, ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, Frances Steinmetz, Trustee, 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 Feb, 2006.

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

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Probate No. 1445

IN THE MATTER OF THE ESTATE OF MILDRED M. MILLER, Deceased	FILED MAR 0 1 2001 MARILYN M. JENSEN CLERK OF DISTRICT COURT PINEDALE, WYOMING BY

ORDER APPROVING THIRD VERIFIED INTERIM REPORT AND ACCOUNTING AND SECOND PARTIAL DISTRIBUTION OF ESTATE

THIS MATTER came before the Court on the Third Interim Report, Interim Accounting, and Petition for authority to make second partial distribution of the Estate as presented to the Court by the Personal Representative of the above captioned estate, notice and hearing having been waived by all interested parties; and the Court, having examined said Report and Petition for partial distribution, finds that it has full and complete jurisdiction over the subject matter and all interested parties; that it is appropriate that an order entered at this time fully and finally approving, ratifying and confirming the Interim Accounting, the Interim Report, and the Petition for authority to make partial distribution of the Estate.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. The Third Interim Report and the Interim Accounting are fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be and the same are hereby fully and finally approved.

2. The Personal Representative hereby is given authority to make partial distribution of the Estate in accordance with the Petition and shall proceed to make distribution of all mineral assets of the estate set forth in the Petition and in the Third Amended Inventory of this estate, which mineral interests are described as follows:

TOWNSHIP 29 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING:

Section 6: Lots 6, 7; E½SW¼, SE¼
Section 7: Lots 1, 2, 3, 4; E½W½, NE¼

282890

RECORDED March 2 2001 9:00 AM
IN BOOK 72 Misc. PAGE 57
FEES $ 24.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Burton

TOWNSHIP 29 NORTH, RANGE 112 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING:

Section 1: Lots 2, 3, 4; SW¼NE¼, S½NW¼, S½
Section 2: Lot 1; SE¼NE¼, E½SE¼
Section 3: Lots 3, 4; S½NW¼
Section 4: Lots 1, 2 (½ interest), 3 (½ interest), 4 (½ interest); SE¼NE¼, SW¼NE¼ (½ interest), S½NW¼ (½ interest)
Section 5: Lot 1 (½ interest); SE¼NE¼ (½ interest)
Section 9: 6.159 acres in SE¼SE¼ as described in Book 12 of Deeds, Page 172
Section 12: E½NE¼

TOWNSHIP 30 NORTH, RANGE 112 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING:

Section 32: SE¼SE¼ (½ interest)
Section 33: S½ (½ interest)
Section 34: SW¼ and 0.931 acres in SE¼NE¼ as described in Book 12 of Deeds, Page 425
Section 35: NW¼NE¼, E½SE¼, N½NW¼, and all that part of S½NW¼ and SW¼NE¼ lying northerly of the centerline of the Big Piney-West Road, a secondary road of the Wyoming Highway Department No. S-98, containing 33 acres, more or less
Section 36: SW¼, SW¼SE¼, NW¼SE¼, less and except 2.466 acres described in Book 10 of Deeds, Page 201

TOWNSHIP 31 NORTH, RANGE 110 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING (½ interest in all):

Section 7: Lots 3 and 4, SE¼SW¼
Section 17: NW¼NE¼, S½NE¼, NE¼SW¼, SW¼SW¼, SW¼SE¼
Section 18: Lot 1, NE¼NW¼, NW¼NE¼, S½NE¼, NE¼SE¼
Section 20: NE¼NW¼, NW¼NE¼

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING (½ interest in all):

Section 11: S½NE¼, SE¼
Section 12: S½N½, S½
Section 13: N½N½

TOWNSHIP 34 NORTH, RANGE 110 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING:

Section 30: Lot 4, SE¼SW¼

TOWNSHIP 34 NORTH, RANGE 111 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING:

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, W½SE¼ (½ interest in all in Section 6)
Section 7: Lot 1, NE¼NW¼ (½ interest in all in Section 7)
Section 25: S½
Section 26: S½
Section 27: W½SE¼, SE¼SE¼
Section 34: N½NE¼
Section 35: NE¼, E½NW¼, NW¼NW¼, N½SE¼
Section 36: N½

TOWNSHIP 34 NORTH, RANGE 112 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING:

Section 1: Lot 1, SE¼NE¼, E½SE¼

TOWNSHIP 35 NORTH, RANGE 111 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING:

Section 30: Lots 3, 4; E½SW¼, SW¼SE¼
Section 31: Lots 1, 2, 3, 4; E½W½, W½E½, SE¼NE¼, E½SE¼
Section 32: NE¼NW¼, S½NW¼, N½SW¼, SW¼SW¼

TOWNSHIP 35 NORTH, RANGE 112 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING:
Section 9: NE¼SW¼, W½SE¼, SE¼SE¼ (½ interest in all in Section 9)
Section 25: E½SE¼

TOWNSHIP 36 NORTH, RANGE 112 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING (½ interest in all):
Section 13: W½NW¼, SW¼
Section 24: N½NW¼, SE¼NW¼, NE¼SW¼, S½SW¼
Section 25: NW¼, N½SW¼

3. The Personal Representative, in accordance with the Will of the decedent, is hereby authorized and directed to distribute and convey title and possession of said mineral property to the following distributees, each to be conveyed an undivided one-fifth (1/5) interest of the decedent in and to said mineral property:

Estate of James M. Miller
P.O. Box 105
Daniel, WY 83115

Robert M. Miller, Jr.
P.O. Box 67
Big Piney, WY 83113

Patricia Mildred Roberts
P.O. Box 11
Daniel, WY 83115

Kathleen Anne Miller
P.O. Box 243
Daniel, WY 83115

Matthew Daniel Miller
249 Delmonico St NE
Palm Bay, FL 32907

4. In making such distributions the Personal Representative shall execute and deliver such assignments, conveyances, and like instruments that shall be necessary or appropriate to effectuate said distribution.

DATED this 27th day of Feb, 2001.

BY THE COURT:

D. TERRY ROGERS,
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, [illegible], CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID DO HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE AND COMPLETE COPY.
SIGNED

60

Release of Lis Pendens Notice

A Lis Pendens notice having issued pursuant to Wyoming Statue § 1-6-108 pending the outcome of the action filed in the Third Judicial District, within and for Sweetwater County, State of Wyoming, Civil Action C-00-280, between husband and wife, Steven Lee Jones and Stacy Ann Jones, the purpose of which was, in part, was to determine the true title and ownership of specific real property located within Sublette County, Wyoming and recorded as being owned by the Jones Family Trust and more particularly described by the County Assessor as Parcel Number 01-00-06612, which is as follows:

653± acres,
T30N, R106W of the 6th P.M.,
Section 3: S ½ N ½ , S ½, Lots 2, 3, 4;
Sec. 4: SE ¼ NE ¼ , Lot 1

Be it known to all persons that the above entitled action that is C-00-280 is now final with judgment given and Defendant hereby releases her Notice of Lis Pendens that was filed with the Sublette County clerk regarding this matter.

Dated this 26th of February, 2001.

282894

RECORDED March 2 2001 3:50 PM
IN BOOK 72 Misc. PAGE 60
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Stacy Ann Jones,
Defendant

BY: Stan Cannon

Stan Decker Cannon, Attorney for Defendant
Greenhalgh, Beckwith, Lemich & Stith, P.C.
205 C Street
Rock Springs, WY 82901
(307) 382-6600

The State of Wyoming)
:
County of Sweetwater)

The foregoing Release of Lis Pendens Notice was acknowledged before me this 26th Day of February, 2001, by Stan Decker Cannon.

Witness my hand and official seal.

Linda M. Fulgham
Notary Public

My Commission Expires:

LINDA M. FULGHAM - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 21, 2008

[redacted] [redacted] [redacted]

UNITED STATES
POSTAL SERVICE™

Lease

MAIN OFFICE-BIG PINEY WY 83113-9998

282895

RECORDED March 2 2021 4:00 PM
IN BOOK 72 Misc. PAGE 61
FEES $ 14.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jacobs

UNITED STATES POSTAL SERVICE.

Lease

Facility Name/Location
BIG PINEY - MAIN OFFICE (570874-001) SUBLETTE COUNTY
420 BUDD AVE BIG PINEY, WY 83113-9998 Project: E30177

This LEASE, made and entered into by and between PHILIP E & JOHN R RIEDESEL hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 8, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' Section A, attached hereto and made a part hereof.

Upon which is a One-story Brick Building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	1,710	Joint Use/Common Areas:	
Platform	180		
Parking and Maneuvering	5,306		
Other:			
Driveway	1,070		
Landscaping			
Sidewalks	232		
Total Site Area:	8,498		

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: $12,480.00

Twelve Thousand Four Hundred Eighty and 00/100 Dollars

payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be disbursed as follows:

payable to:
PHILIP E RIEDESEL AND
JOHN R RIEDESEL
TOWER 1 SUITE 1000
1515 ARAPAHOE ST
DENVER CO 80202-3150

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

3. TO HAVE AND TO HOLD the said premises with their appurtenances:

FIXED TERM: The term beginning Dec 15, 2001 and ending Dec 14, 2006 for a total of 5 years.

4. RENEWAL OPTIONS: None.

[redacted] [redacted] [redacted]

UNITED STATES POSTAL SERVICE.

Lease

5. UTILITIES, SERVICES, AND EQUIPMENT: Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: **(See Lessor Obligations of General Conditions (A.24) and/or attached addendum for definitions.)**

Heating System, Light Fixtures, Sewerage System, Electrical System, Water System, The Postal Service will pay for all utility costs, trash and snow removal. Lessor will pay all real estate taxes.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:

Maintenance Rider - USPS up to $250 (M-1), In the "General Conditions to USPS Lease" item A.17 has been modified as marked. Item A.23 "Danage or Desruction of Premises" part a. has been deleted. Item A.24 "Lessor Obligations" parts a., b., d., f., h., j., l., m., n., and o. have been deleted.

"Maintenance Rider Lessor Rresponsibility", page M-1, first line between the words "the negligence" insert "act or". On page M-2, last sentence has been deleted.

7. The undersigned has completed the 'Representations and Certifications.' (See Section B).

8. LEGAL DESCRIPTION:

All of Lots 15, 16 and 17, Block 7, C. P. Mac Glashen First Addition to the Town of Big Piney, County of Sublette, State of Colorado. The premises are located on Budd Ave. between First and Nichols, Big Piney, Wy 83113-9998.

UNITED STATES POSTAL SERVICE.

Lease

EXECUTED BY LESSOR this 30 day of JANUARY, 2001.

ALL INDIVIDUAL OFFERORS MUST SIGN

Philip E Riedesel, Owner Print Name & Title	X Signature
John R Riedesel, Owner Print Name & Title	X John R. Riedesel Signature
Print Name & Title	Signature
Print Name & Title	Signature
Print Name & Title	Signature
Print Name & Title	Signature
Print Name & Title	Signature
Print Name & Title	Signature
Print Name & Title	Signature

Lessor, Address: PHILIP E & JOHN R RIEDESEL
TOWER 1 SUITE 1000
1515 ARAPAHOE ST DENVER CO 80202-3150

Telephone No: (303)376-5004

Taxpayer ID: 516-34-4112

Patricia R. Henson
Witness

Mildred C Riedesel
Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 01/25/01

VANCE BENNETT
Contracting Officer

Signature of Contracting Officer

DENVER FACILITIES SERVICE
8055 E TUFTS AVE #400
DENVER CO 80237-2881
Address of Contracting Officer

UNITED STATES POSTAL SERVICE.

Addendum

Facility Name/Location BIG PINEY - MAIN OFFICE (570874-001)
420 BUDD AVE BIG PINEY, WY 83113-9998

County: SUBLETTE
Project: E30177

See Paragraph "h". of the Maintenance Rider, USPS Responsibility (Partial), Page M-2, The last sentence is deleted and replaced by the following: "Alternatively, the Postal Service may, if the demised premises are determined to be unfit for occupancy (as determined by an impartial licensed engineer or architect to be randomly selected from a listing of local engineers or architects) cancel this Lease without liability".

On this 5th day of March, 2001, I swear that the attached 1 page letter, assigning WYW-80377, dated May 3, 1994, and the attached 4 page right-of-way grant, WYW-80377, dated September 28, 1982, are true copies on file with the Bureau of Land Management, Pinedale Field Office.

Eldon L. Allison, Jr.
Assistant Field Manager for Minerals & Lands

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Eldon L. Allison, Jr. on March 5, 2001.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

282929

RECORDED March 7 2001 9:30 AM
IN BOOK 72 Misc. PAGE 66
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

2800 (460)
WYW-80377

MAY - 3 1994

DECISION

Mr. Clint Gilchrist
1200 NE Franklin Avenue
Bremerton, WA 98310

Assignment Requested
April 25, 1994

Assignment Approved

Re: Access Road Right-of-Way

On September 28, 1982, an access road right-of-way was granted to Toni Gilchrist David across the following public lands:

T. 30 N., R. 111 W.
section 12, NE¼NE¼, S½NE¼;

T. 30 N., R. 110 W.
section 7, Lot 1 and N½N½,
section 8, NW¼NW¼.
6th PM, Sublette County, Wyoming

On April 25, 1994, an assignment was requested to Clint Gilchrist. Mr. Gilchrist agrees to all the terms and conditions of the grant.

All fees associated with this right-of-way have been paid in full.

Assignment of case file WYW-80377 is approved from Toni Gilchrist David to Clint Gilchrist.

/S/ DAVID E. HARPER

Realty Specialist

cc: Ms. Toni Gilchrist David
P.O. Box 5
Daniel, WY 83115

5/3/94

PHoover:e:\lrr\jensen\80377.asg 05/03/94

68

United States Department of the Interior

IN REPLY REFER TO

2800-C (460)
W-80377

BUREAU OF LAND MANAGEMENT
Rock Springs District Office
Pinedale Resource Area
P.O. Box 768
Pinedale, Wyoming 82941

Federal Lands Within:
T. 30 N., R. 111 W.,
Sec. 12, NE¼NE¼, S½NE¼
T. 30 N., R. 110 W.,
Sec. 7, N½N½ and Lot 1
Sec. 8, NW¼NW¼
Sublette County, Wyoming

RIGHT-OF-WAY

By decision of the Bureau of Land Management, United States Department of the Interior, a right-of-way is hereby granted to the grantee named below for the purposes and duration herein defined. This right-of-way grant is issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761-1771 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the land involved in this grant.

SERIAL NUMBER: W-80377 DATE OF FILING: June 11, 1982

NAME OF GRANTEE: Toni Gilchrist
Box 783
Big Piney, WY 83113

AUTHORIZED USE: Access Road (per application)

MAP DESIGNATION: Big Piney, East-Wyoming USGS 7.5 minute quad
Ross Butte USGS 7.5-minute quad

DURATION OF GRANT: Thirty years (30), to expire 9/27/2012

This right-of-way is granted with the right of renewal at the end of its term as set forth in 43 CFR 2803.6-5(a) (1980).

RENTAL: Subject to fair market appriasal

This grant is subject to all valid rights existing on the below stated date of execution. The grant, if issued for a term of 20 years or more shall be reviewed at the end of the first 20 years and every 10 years thereafter. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed. A transfer of the right-of-way will be made in accordance with the regulations; no transfer will be recognized unless it is approved by an authorized officer of the Bureau of Land Management.

If the grantee or his successor in interest violates any of the terms and conditions of this grant, or if rental is not paid as required by the regulations, the Secretary of the Interior or his lawful delegate, after giving written notice and an opportunity to cure the noncompliance; or if by its terms the grant is an easement, an opportunity for a hearing, may declare this grant terminated in whole or in part pursuant to Section 506 of the Federal Land Policy and Management Act. This grant is subject to the attached stipulations consisting of 2 pages which are incorporated herein.

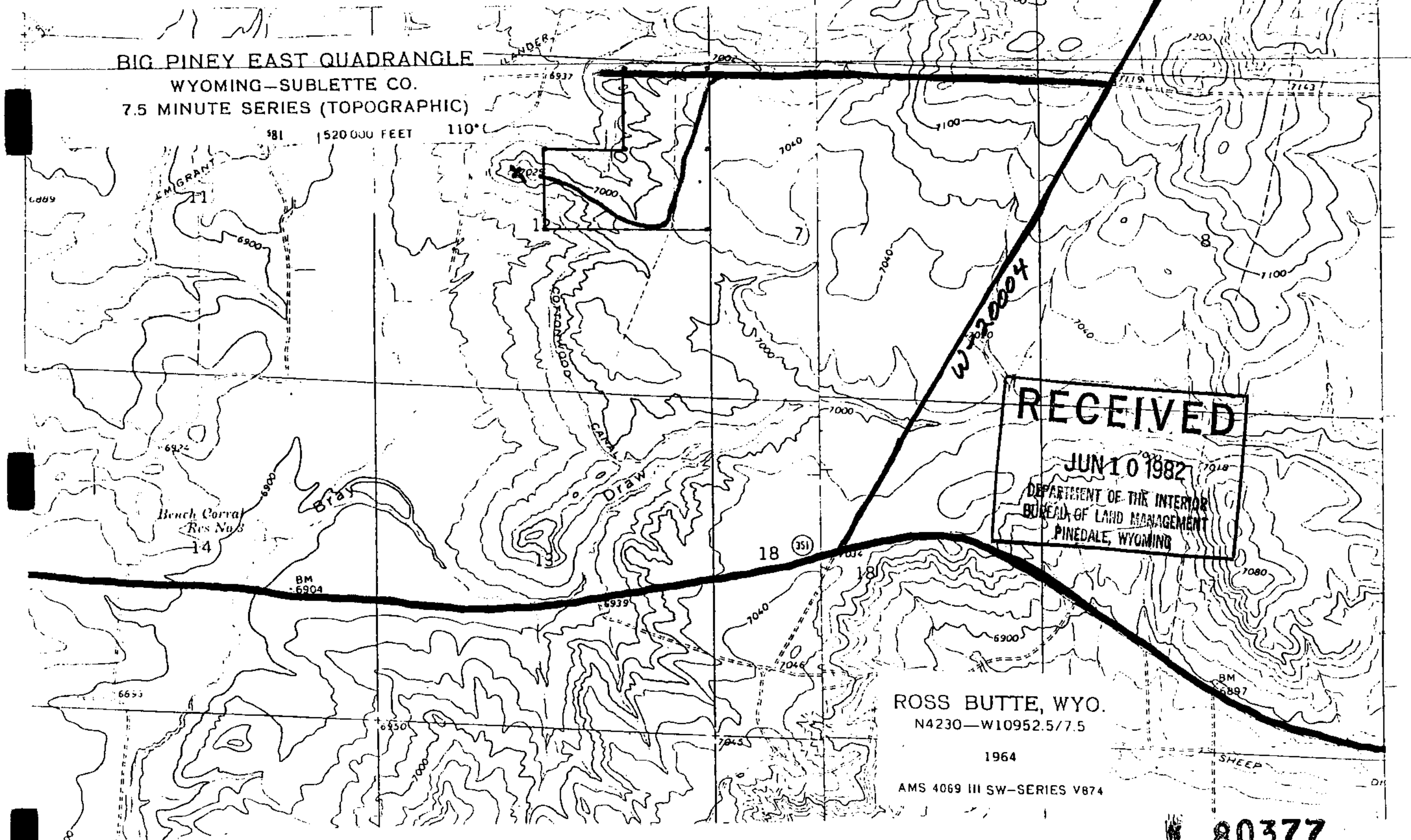
DATE: 9-28-82

Fred L. Wyatt
For the District Manager

Enclosures

[redacted] [redacted] WY 2800-30 (Aug. [redacted])

BIG PINEY EAST QUADRANGLE
WYOMING—SUBLETTE CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)



W 80377

— State Highway 351
— County Road
— Existing Siesmograph Road
X Home Site and new Road

House Located in:

Section 12; T30N; R111W; 6th PM
SUBLETTE COUNTY, WYOMING

Toni Gilchrist Access Road
Case No. W-80377

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the holder agrees to abide by these regulations and by the following stipulations. The regulations in 43 CFR 2800 relating to this grant are not repeated in the following stipulations. A copy of the applicable regulations will be provided upon request.

2. Any cultural resource (historic or prehistoric site or object) discovered by the holder or any person working on his behalf, shall be immediately reported to the authorized officer. Holder shall suspend all operations in the area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the BLM to determine appropriate actions to prevent the loss of significant cultural values. The holder will be responsible for the cost of evaluations and ~~for mitigation.~~ Mitigation may include rerouting or excavation, and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

3. Holder shall conduct all activities directly or indirectly associated with the construction, operation and maintenance of this facilitity within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, holder shall obtain a separate authorization for that use.

4. Whenever the authorized officer identifies a weed control problem, the holder will be responsible for weed control on disturbed areas within the exterior limits of the grant, lease or permit. The holder is responsible for consultation with local county weed and pest supervisors for the most appropriate weed control methods. Pesticides shall be used in accordance with written instructions from the authorized officer. These instructions should be obtained prior to December 1 if use is planned for the next year. Emergency use may occur with approval from the authorized officer. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

5. Holder shall construct, operate, and maintain the facilities and structures within this grant in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this grant. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without prior written approval of the authorized officer. A copy of the complete application and a copy of the grant stipulations shall be available on location during construction and rehabilitation to all supervisory personnel and to the authorized officer. Noncompliance with the above will be grounds for the authorized officer to shut down the operation until compliance is obtained.

6. Holder shall regularly maintain the road in a safe, usable condition. A regular maintenance program shall include, but not be limited to, blading, ditching, culvert installation, drainage installation, surfacing, and cattleguards, as needed.

I have read the Grant and Stipulations 1 through 6 and do hereby agree to all terms and conditions.

Joni Kleckner — Name

9/15/82 — Date

applicant — Title

72 revocation of agree. bk. 107 pg. 367
11/12/14

PREMARITAL AGREEMENT

BE IT KNOWN, this agreement is entered into on the 26 day of February, ~~19~~ 2001, **between** Lawrence Edward Mackey **and** Tanya L. Bailey.

Whereas, the parties contemplate legal marriage under the laws of the State of Wyoming, **and it is their mutual desire to enter into this agreement so that they will continue to own and control their own property, and are getting married because of their love for each other but do not desire that their present respective financial interests be changed by their marriage. Now, therefore, it is agreed as follows:**

1. **All property which belongs to each of the above parties shall be, and shall forever remain, their personal estate, including all interest, rents, and profits which may accrue from said property, and said property shall remain forever free of claim by the other.**
2. **The parties shall have at all times the full right and authority, in all respects the same as each would have it not married, to use, sell, enjoy, manage, gift and convey all property as may presently belong to him or her.**
3. **In the event of a separation or divorce, the parties shall have no right against each other by way of claims for support, alimony, maintenance, compensation or division of property existing of this date.**
4. **In the event of separation or divorce, marital property acquired after marriage shall nevertheless remain subject to division, either by agreement or judicial determination.**
5. **This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.**

This agreement shall be enforced with the laws of the State of Wyoming.

282933
282933

-258-

RECORDED March 7 2001 1:30 PM
IN BOOK 72 Misc. PAGE 72
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lothy

Signed this 26 day of February 2001.

Witnessed:

Barbara A Wells
Witness

Barbara A Wells
Witness

Lawrence Edward Nichols
First Party

Tanya L Bailey
Second Party

WENDY J. LUCKOW - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-01

Wendy J Luckow
Notary Public

ACKNOWLEDGEMENT

State of Wyoming)
) ss
County of Sublette)

The foregoing instrument was acknowledged before me by Lawrence Edward Mackey/Tanya L. Bailey, this 26 day of February, ~~19~~ 2001.

Witness my hand and official seal.

WENDY J. LIJCKOW - Notary Public
County of Sublette State of Wyoming
My Commission Expires 9-16-01

Wendy J. Lijckow
Notary Public

My commission expires:
9-16-01

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Probate No. 1745

IN THE MATTER OF THE ESTATE)
)
OF)
)
ORVILLE D. HAGER, a/k/a Orville Dave)
Hager, and as Orville Hager,)
)
Deceased.)

FILED

MAR 01 2001

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

ORDER APPROVING FINAL REPORT AND DECREE OF DISTRIBUTION

NOW on this 27th day of February, 2001, the above-captioned matter comes ~~on for hearing for~~ 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 have examined the Waiver of Notice and Consent to Approval of Final Report, as duly executed by the distributees of the above-captioned estate and presented to the Court at this time, the Court finds that it has full and complete jurisdiction over the subject matter and all interested parties, and therefore this matter ought to proceed on to final hearing and determination on the merits.

This matter proceeding on to final hearing and determination, the Court specifically finds that each and all of the statements made in the said Final Report and Petition for Distribution are true and correct, that accountings were completed and accepted by the District Court of Colorado in and for Boulder County, Division 5, that the conduct of the Personal Representative in the administration of this estate as reflected in said Report is in accordance with law and the prior orders of this Court, that the administration of said estate is fully and finally concluded and that said estate is ready for distribution and that therefore order ought to be entered at this time fully and finally approving, ratifying and confirming the Final Report 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

282977

RECORDED March 9 2001 4:00PM
IN BOOK 72 Misc. PAGE 75
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

and approved, and all of the doings of the Personal Representative in the premises be, and the same are hereby, fully and finally approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Personal Representative shall proceed to make final distribution of all assets of this estate now in its hands as follows: a one-half (½) of one percent (1%) overriding royalty interest in Township 27 North, Range 114 West, 6th P.M., Section 5: Lots 7, 8, 9, 10, 11, 12, 17, 18, 19, 20, 21, and 22; Section 8: Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, and 13, Sublette County, Wyoming, to: THE FIRST NATIONAL BANK OF LONGMONT, COLORADO, TRUSTEE.

In making such distributions the Personal Representative shall execute and deliver such assignments and negotiations and like instruments that shall be necessary or appropriate to effectuate said distribution.

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 its Petition for Discharge.

DISTRICT COURT JUDGE

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, [illegible], CLERK OF THE NINTH JUDICIAL DISTRICT IN AND FOR SUBLETTE COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN MY OFFICE.
WITNESS MY HAND AND SEAL OF SAID COURT THIS [illegible] DAY OF [illegible], 20[illegible].
CLERK OF SUBLETTE COUNTY

283001

RECORDED March 13 2001 10:40 AM
IN BOOK 72 Misc PAGE 77
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: J. F. RANCH, INC.
Dated: JUNE 1, 1994
Recorded: JUNE 6, 1994, BOOK 96 O&G, PAGE 667
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: Bryan E. Young
Bryan E. Young
Attorney-in-Fact

Lateral A-12 Ext.
LN-2269

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Bryan E. Young, Attorney-in-Fact for Williams Gas Processing Company, this 8th day of March, 2001.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

EXHIBIT "A"

October 19, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

LATERAL A-12 EXTENSION

CROSSING A PORTION OF J.F. RANCH, INC. PROPERTY

SECTION 25, TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.

SUBLETTE COUNTY, WYOMING

A strip of land 15 feet wide across a portion of Section 25, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming, being 10 feet Easterly and 5 feet Westerly of the following described survey line; which is the centerline of the existing 6 5/8" diameter pipeline:

Beginning at a point located on the South Section line of the Southeast quarter of the Southeast quarter of Section 25, said point bears Westerly, a distance of 319.4 feet from the Southeast corner of said Section 25;

Thence North 29°31' West, a distance of 926.9 feet;

Thence North 8°57' East, a distance of 338.7 feet to the end of the line at a point in the Southeast quarter of the Southeast quarter of Section 25, said point bears North 32°27' West, a distance of 1351.7 feet from the Southeast corner of said Section 25.

The length of the above described survey line is 1265.6 feet, or 76.703 rods, or 0.240 miles.

Dwg. No. 12A761.0-2

R/W No. 02269

T:\Ds\MAPPING\Document\Legal\Wyoming\761\12A761.0-2.doc

AFFIDAVIT OF SURVIVORSHIP

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

ROBERT G. SACKETT, of said County and State, being first duly sworn on his oath, deposes and says:

That ROBERT G. SACKETT is the surviving spouse of **DONNA L. SACKETT**, who died 12/3/99, in Douglas County, State of Colorado.

That at the time of the death of DONNA L. SACKETT, she owned certain real property by virtue of a certain Warranty Deeds; said lands being more particularly described as follows:

> Lot Twenty-Eight (28) of the Green River Ranch Subdivision, Unit D, 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;

And,

> Lot Fifty (50) of the Redstone Warren Bridge Subdivision, Second Filing, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;

These Warranty Deeds being recorded in the office of the Sublette County Clerk on respectively on 3/23/83, in Book 24 of Deeds, Page 186 and on 8/4/95, in Book 35 of Deeds, Page 310.

That the deceased DONNA L. SACKETT is one of the grantees in the beforementioned Warranty Deeds, and that the affiant, ROBERT G. SACKETT is one and the same person as the said ROBERT G. SACKETT, the other grantee in the beforementioned Warranty Deeds.

That the first 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 DONNA L. SACKETT, all equity, right, title and interest of DONNA L. SACKETT, in the beforementioned real property passed to and was vested in ROBERT G. SACKETT.

That the second 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 DONNA L. SACKETT, all equity, right, title and interest of DONNA L. SACKETT, in the beforementioned real property passed to and was vested in ROBERT G. SACKETT.

283061

RECORDED March 16 2001 9:50 AM
IN BOOK 72 Misc PAGE 79
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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 DONNA L. SACKETT, deceased.

DATED this 8 day of March, 2001.

Robert G. Sackett
ROBERT G. SACKETT

Subscribed and sworn to before me by ROBERT G. SACKETT, this 7th day of March, 2001.

WITNESS my hand and official seal.

Lynn Fuller
NOTARY PUBLIC

My Commission Expires:

My Commission Expires 06/24/2003

[redacted] [redacted]

STATE OF COLORADO
CERTIFICATE OF DEATH

STATE FILE NUMBER [redacted]

DENT

1. DECEDENT'S NAME (First, Middle, Last): Donna L. SACKETT
2. SEX: Female
3. DATE OF DEATH (Month, Day, Year): December 3, 1999
4. SOCIAL SECURITY NUMBER: 557-52-1329
5a. AGE - Last Birthday (Years): 59
5b. UNDER 1 YEAR: Mos / Days
5c. UNDER 1 DAY: Hrs / Mins
6. DATE OF BIRTH (Month, Day, Year): August 14, 1940
7. BIRTHPLACE (City and State or Foreign Country): Pueblo, Colorado
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No
9a. PLACE OF DEATH (Check only one): HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA; OTHER: ☐ Nursing Home ☒ Residence ☐ Other (Specify)
9b. FACILITY NAME (If not institution, give street and number): 9224 Sagebrush Trail
9c. CITY, TOWN, OR LOCATION OF DEATH: Lone Tree
9d. COUNTY OF DEATH: Douglas
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.): Sales
10b. KIND OF BUSINESS/INDUSTRY: Professional Gift Ware
11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify): Married
12. SPOUSE (If wife, give maiden name): Robert G. Sackett
13a. RESIDENCE-STATE: Colorado
13b. COUNTY: Douglas
13c. CITY, TOWN, OR LOCATION: Lone Tree
13d. STREET AND NUMBER: 9224 Sagebrush Trail
13e. INSIDE CITY LIMITS? ☐ Yes ☒ No
13f. ZIP CODE: 80124
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) ☒ No ☐ Yes Specify:
15. RACE: American Indian, Black, White, etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary or Secondary (0 through 12) College (13 through 16 or 17+): 12

NTS

17. FATHER-NAME (First, Middle, Last): Donald B. Hancock
18. MOTHER-NAME (First, Middle, Last (Maiden Name)): Martha Lorene Lloyd
19. INFORMANT-NAME and relationship to deceased: Robert G. Sackett, Husband

SITION

20a. METHOD OF DISPOSITION: ☐ Burial ☒ Cremation ☐ Removal from State ☐ Donation ☐ Other (Specify) _____
20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Pearl Street Crematory
20c. LOCATION - City or Town, State: Denver, Colorado
21a. SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH: Kirk L. Peers
21b. NAME AND ADDRESS OF FACILITY: Drinkwine Family Mortuary-999 W. Littleton Blvd., Littleton, Colorado ZIP: 80120
22a. REGISTRAR'S SIGNATURE: Alta M. Jones, Deputy
22b. DATE FILED (Month, Day, Year): DEC 0 6 1999

IFIER

23. TIME OF DEATH: 12:50 p.m. M
24. DATE PRONOUNCED DEAD: Month December Day 3rd Year 1999 Hour 1:15 p.m.
25. WAS CORONER NOTIFIED? (Yes or No): YES

TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN

26. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature ▶ Richard Heskey M.D.
28. DATE SIGNED (Month, Day, Year): December 3, 1999

TO BE COMPLETED BY CORONER

27. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature ▶ Wesley Alden Carr
29. DATE SIGNED (Month, Day, Year): 12-4-99

30. NAME, TITLE AND MAILING ADDRESS OF CERTIFIER/CORONER (Type/Print): Richard Heskey, M.D. Bldg: 2 Suite 170 2005 Franklin Street Denver, Colorado ZIP: 80205
31. NAME OF ATTENDING PHYSICIAN, IF OTHER THAN CERTIFIER (Type/Print)

SE OF ATH

32. MANNER OF DEATH: ☒ Natural ☐ Pending Investigation ☐ Accident ☐ Undetermined Manner ☐ Suicide ☐ Homicide
33a. DATE OF INJURY (Month, Day, Year)
33b. TIME OF INJURY M
33c. INJURY AT WORK? ☐ Yes ☐ No
33d. DESCRIBE HOW INJURY OCCURRED
33e. PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)
33f. LOCATION (Street and Number or Rural Route Number, City, County, State)

34. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) Do not enter mode of dying (e.g. Cardiac or Respiratory Arrest) alone.

		Interval between onset and death
PART I CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST	(a) METASTATIC Cancer of Larynx	2 1/2 YR
	(b) DUE TO OR AS A CONSEQUENCE OF	
	(c) DUE TO OR AS A CONSEQUENCE OF	

PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause in PART I (e.g., alcohol abuse, obesity, smoker)

35. AUTOPSY (Yes or No): NO
36. IF YES were findings considered in determining cause of death?

ATE OF COLORADO, TRI-COUNTY HEALTH DEPARTMENT, United States of America
ereby certify this document is a true and correct copy of the record in my custody. Issued this
day of December 1999 A. D.

is is not valid unless prepared by blue basketweave paper and impressed with the raised seal
Tri-County Health Department. PENALTY BY LAW if any Person alters, uses, attempts to
e or furnishes to another for deceptive use any vital statistics certificate.

Chris J. Wiant, M.P.H., Ph.D., Registrar

Alta M. Jones, Deputy Registrar

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, MICHAEL R. CAMIS, whose address is P.O. Box 103, Big Piney, in the County of Sublette, State of Wyoming, for the consideration of Ten and More Dollars, in hand paid, the receipt of which is hereby acknowledged, hereby sells, grants and conveys to the Trustee of the MICHAEL R. CAMIS REVOCABLE TRUST under agreement dated April 4, 2000, the following personal property:

All tangible personal effects and personal property of any nature whatsoever and wherever located now belonging to MICHAEL R. CAMIS, including, but not limited to, all household goods, antiques, furniture and furnishings, personal clothing, jewelry, silverware and china, collections and objects of art, collectible coins, currency and stamps, and all sporting goods.

DATED this 14th day of March, 2001.

Michael R Camis
MICHAEL R. CAMIS

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was personally acknowledged before me by MICHAEL R. CAMIS known to me personally, who executed such instrument on the 14th day of March, 2001.

WITNESS my hand and official seal.

ALICE L. GRIGGS - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 12/26/2002

Alice L Griggs
Notary Public

My Commission Expires: 12/26/2002

283083

RECORDED March 19 2001 10:15AM
IN BOOK 72 Misc. PAGE 82
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, DEBRA L. CAMIS, whose address is P.O. Box 103, Big Piney, in the County of Sublette, State of Wyoming, for the consideration of Ten and More Dollars, in hand paid, the receipt of which is hereby acknowledged, hereby sells, grants and conveys to the Trustee of the DEBRA L. CAMIS REVOCABLE TRUST under agreement dated April 4, 2000, the following personal property:

All tangible personal effects and personal property of any nature whatsoever and wherever located now belonging to DEBRA L. CAMIS, including, but not limited to, all household goods, antiques, furniture and furnishings, personal clothing, jewelry, silverware and china, collections and objects of art, collectible coins, currency and stamps, and all sporting goods.

DATED this 14th day of March, 2001.

Debra L. Camis
DEBRA L. CAMIS

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was personally acknowledged before me by DEBRA L. CAMIS known to me personally, who executed such instrument on the 14th day of March, 2001.

WITNESS my hand and official seal.

ALICE L. GRIGGS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 12/26/2002

Alice L. Griggs
Notary Public

My Commission Expires: 12/26/2002

283084

RECORDED March 19 2001 10:15A M
IN BOOK 72 Misc PAGE 83
FEES $6.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

84

State of Wyoming }
County of Sublette } ss

IN THE STRICT COURT
NINTH JUDICIAL DISTRICT

DONALD DALE KEITER,

Plaintiff,

vs.

STACY ANN KEITER,

Defendant.

Civil Action No. 5804

283102

FILED

RECORDED March 20 2001 11:05 AM
IN BOOK 72 Misc PAGE 84
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zaccardi

MAY 13 1999

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

SEPARATION AGREEMENT

AGREEMENT between STACY KEITER, Defendant herein and hereinafter referred to as WIFE, and DONALD DALE KEITER, Plaintiff herein and hereinafter referred to as HUSBAND.

WHEREAS, the Parties were married on the 1st day of February 1992 in LaBarge, Wyoming, and there is one child, presently a minor, presumptive issue of this marriage, to wit:

Britney Keiter, born March 24, 1993.

WHEREAS, in consequence of disputes and irreconcilable differences, the Parties have separated and have agreed to live separately and apart; and

WHEREAS, the Parties desire to confirm their separation and make arrangements in connection therewith, including the settlement of their property rights, the custody support and maintenance of the minor child Britney Keiter, and other rights and obligations growing out of the marriage relation, it being their intent that this agreement fully govern any ongoing legal relationship;

IT IS THEREFORE AGREED THAT:

SECTION ONE - CONSIDERATION

The consideration for this agreement is the mutual promises and agreements herein contained.

SECTION TWO - SEPARATION

It shall be lawful for each Party at all times hereafter to live separate and apart from the other Party at such place or places as he or she may from time to time choose or deem fit.

SECTION THREE - NO INTERFERENCE

Each Party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, nor compel the other to cohabit or dwell with him or her.

SECTION FOUR - MUTUAL RELEASE

Subject to the provisions of this agreement, each Party has released and discharged, and by this agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which either of the Parties ever had or now has against the other except any and all cause or causes of action for divorce.

[redacted] [redacted] [redacted]

SECTION FIVE - DIVISION OF PROPERTY

Property Separately Allocated

The following items shall not be included in the calculation of the value of the marital estate.

Except as provided otherwise herein, WIFE shall have as her sole and separate property, and HUSBAND hereby sells, transfers, conveys and assigns to WIFE as her sole and separate property, any interest he may have in the following personal property:

Ruger .270 caliber rifle
Antiques formerly owned by WIFE's grandmother
Mounted antelope head
½ kitchen utensils
WIFE's clothing and personal effects

Except as provided otherwise herein, HUSBAND shall have as his sole and separate property, and WIFE hereby sells, transfers, conveys and assigns to HUSBAND as his sole and separate property, any interest she may have in the following personal property:

.300 Winchester Magnum caliber rifle and 30/30 caliber lever action rifle
Mounted elk head
Compound bow and accessories
Miscellaneous sporting goods valued at approximately $750.00
½ kitchen utensils
HUSBAND's clothing and personal effects

Marital Property Subject to Division

Subject to the marital debts and marital financial obligations of the Parties existing on January 1, 1997, HUSBAND shall pay to wife ½ of the monetary value of the Parties' assets held on January 1, 1997. Upon payment of ½ of the monetary value of the Parties' assets held on January 1, 1997 as here described, HUSBAND shall have sole ownership of said assets, and WIFE shall have no interest therein.

Personal Property (other than retirement Benefits). All personal property acquired after the date of the Parties' marriage and owned by them through January 1, 1997. If the Parties are unable to agree on the value of any item(s) of personal property, an auctioneer shall be engaged to appraise such item(s) in the presence of the Parties or their representatives.

Real Property. The marital home located at 2192 County Road #110, Sublette County, Wyoming, more particularly described as Lot 7, Marincic Subdivision, Sublette County, Wyoming, as the same appears of record on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all buildings and improvements situate thereon and appurtenances thereunto appertaining, shall be valued as agreed between the Parties, or, if no agreement as to the value of the house can be reached within 15 days of the execution of this agreement, each Party may obtain an appraisal by a licensed real estate appraiser. The cost of any such appraisal(s) shall be borne equally by the Parties. If the Parties resort to appraisals of the house to determine its value, the appraisals shall be completed and provided by each Party to the other within 45 days of execution of this agreement. The value of the house shall be the average of the appraised value and the official tax evaluation made most nearly to January 1, 1997.

Retirement Benefits. The value of HUSBAND's retirement accounts, including, but not limited to, all retirement benefits, stocks, 401k and "thrift" accounts, shall be those portions of such accounts as were accumulated between the date of the Parties' marriage and January 1, 1997. HUSBAND agrees that any Qualified Domestic Relations Order (QDRO) or similar documents necessary to create or secure the interest(s) due to WIFE hereunder in HUSBAND's Exxon retirement shall be drafted and produced at HUSBAND's expense within 60 days of the execution of this agreement. The amounts due to WIFE and to which WIFE is given an independent right, by QDRO or otherwise,

to HUSBAND's Exxon retirement accounts, including, but not limited to, all retirement benefits, stocks, 401k and the "thrift" accounts, shall be payable according to rules applicable to such retirement accounts. HUSBAND shall provide all relevant information regarding his Exxon retirement accounts within 30 days of the execution of this agreement.

Dispute. HUSBAND shall furnish all discovery production requested by WIFE within 30 days of full execution of this agreement and before any proposed settlement calculation is due. If the Parties then are unable to agree to the amount due to WIFE, all relevant information, including each party's proposed settlement calculation, shall be submitted to a certified public accountant for determination of the correct amount. If a certified public accountant is necessary and the parties cannot agree on a particular accountant, the accountant shall be chosen by a three member arbitration panel according to the procedure agreed to in Section Fifteen. The fees of any certified public accountant utilized for the purpose of resolving any dispute regarding the amount due to WIFE hereunder shall be paid by the Party who's calculations have produced a figure favoring that Party.

Payment. Payment due to WIFE hereunder shall be secured by a promissory note, secured by a mortgage on the marital home, substantially in the statutory form, Wyo. Stat. § 34-2-107, within 30 days of the execution of this agreement. These instruments shall provide for interest at the rate of 8% per annum, payment in full within one year of the execution of this agreement, and costs and reasonable attorney's fees if action is instituted to foreclose the mortgage or otherwise enforce the promissory note. HUSBAND warrants that he has not, and will not, encumber said marital home with any mortgage or lien, other than the purchase price mortgage, that is not junior to the mortgage required by this subsection. WIFE will agree subordinate any mortgage pursuant to this subsection as necessary to enable HUSBAND to finance property settlement to WIFE, with proceeds from such transaction escrowed for WIFE's protection.

SECTION SIX - TAXES

In the event that the Internal Revenue Service should audit any of the past income tax returns filed by HUSBAND and WIFE while they were married, and in the event that the Internal Revenue Service should find that extra monies are refundable or due and owing on any of said returns, the Parties hereto agree that each shall share equally any refund or obligation to pay an additional amount.

HUSBAND and WIFE shall file separate tax returns for the year 1997 and thereafter, each responsible only for the tax liability by these separate returns.

During the minority of the child, or as long as may be allowed by applicable tax laws, Husband shall be entitled to claim the minor child, Britney Keiter, as his dependant for income tax purposes, provided that he maintains primary custody of said minor child.

SECTION SEVEN - DEBTS OF THE PARTIES

HUSBAND and WIFE warrant and acknowledge that neither of them has failed to set forth and disclose all existing debts nor contracted in the name of the other or in any way subjected the other to any liability for any debt or debts incurred prior to this agreement. The Parties further covenant and agree that henceforth neither Party shall contract in the name of the other nor in any way subject the other to any liability for any debt or debts incurred subsequent to the execution of this agreement. The Parties hereto agree to hold each other harmless and entirely free and indemnified of and from any and all debts, charges and liabilities incurred by the Parties on an individual basis prior to the marriage or since the separation of November 1, 1996. Further, the Parties agree to perform any act reasonably necessary to eliminate joint accounts with any existing creditors.

NOTWITHSTANDING the foregoing, HUSBAND agrees to assume responsibility for payment of, and or reimburse WIFE if paid by her, the following debts:

Thrift Loan 1, Thrift Loan 2
Avco Financial
Mortgage
Telephone
Cell Phone
[redacted] [redacted] [redacted]

[redacted] MasterCard [redacted] [redacted]

SECTION EIGHT - SUPPORT OF WIFE

WIFE agrees that the division of property is equitable, in lieu of alimony, and waives any right or claim to any kind of future support or alimony not provided for in this section.

SECTION NINE - CHILD CUSTODY AND VISITATION

HUSBAND shall have sole care, custody and control of the Parties' minor child, Britney Keiter subject, however, to the specific visitation agreed to by the Parties and in this instrument set forth. Such care, custody and control shall continue with respect to said child until she reaches the age of majority, marries, enters the United States armed forces on active duty, or otherwise becomes emancipated.

WIFE shall have a right to visitation on every other weekend, beginning with the weekend immediately following full execution of this agreement, and alternating thereafter, with visitation to commence after school on Friday at 5:00 p.m., unless there is a conflict with a regularly scheduled school activity, such as, but not limited to, athletic games or practice, and with visitation to continue until the following Sunday evening at 6:00 p.m.

WIFE shall have a right to visitation on alternating major holidays to correspond exactly with the local school vacation schedule, to wit: Thanksgiving, Christmas and Easter. This rotation shall begin on the first major holiday immediately following full execution of this agreement, at which holiday time the child shall be with HUSBAND, and alternating thereafter. If there is no Easter holiday period allowed in the school district attended by the child, then the spring break shall be substituted. Major holiday visitation periods shall commence after the last school day classes before the holiday at 6:00 p.m., unless there is a conflict with a regularly scheduled school activity, such as, but not limited to, athletic games or practice, and with visitation to continue no later than the day before school commences after the holiday at 6:00 p.m. Notwithstanding the foregoing, the Christmas vacation shall be considered two separate holidays for the purposes of this agreement, the first ending December 26th at noon, the second commencing December 26th at noon.

WIFE shall have a right to three weeks visitation during the summers, to be exercised within boundaries of the state of Wyoming. This visitation is in addition to any grandparent visitation. HUSBAND shall have visitation every other weekend during WIFE 's summer visitation period from 6:00 p.m. Friday until 6:00 p.m. Sunday, beginning with the first full weekend of WIFE 's summer visitation and alternating thereafter. WIFE shall notify HUSBAND of the dates between which she will exercise summer visitation by May 1st of each year.

Whenever there arises a conflict between major holiday scheduled visitation and weekend visitation, the holiday schedule visitation shall prevail.

WIFE agrees that she shall not permit or allow contact between David Brown and Britney Keiter.

The Parties may freely agree to any different arrangements for exercise of the visitation of WIFE, from time to time, as future exigencies and the welfare of the minor child may require, but no such substitute or additional privilege shall be deemed to amend this agreement unless expressed in writing, duly signed by the parties. Each of the Parties shall at all times in good faith endeavor to maintain in the child respect and affection for the other Party.

HUSBAND shall not oppose any proceeding, filed in this calendar year, for modification of custody over Britney, on procedural grounds.

SECTION TEN - CHILD SUPPORT

HUSBAND, as long as the foregoing child custody and visitation provisions remain in effect and the child remains in his care, custody and control, shall be solely responsible for the support of the child, exclusive of visitation expenses and support incident to the exercise of WIFE's visitation, except as specified herein. The Parties agree that deviation from presumptive support is justified under the circumstances in light of HUSBAND's relatively high income, the availability to husband of health insurance for the minor child through his employment, and

WIFE's agreement to be re.. onsible for the support of the minor ch.. uring her visitation. Husband agrees to provide such additional justification for the deviation from presumptive support as may be required by the Court, including his statement of explanation in accordance with Wyoming Statute § 20-6-302(c).

HUSBAND shall maintain the child's present health insurance coverage or provide comparable health insurance coverage, and shall be responsible for any applicable deductibles. Any uninsured health expenses of the child, including but not limited to dental (including orthodontic) and optical care shall be born equally by the Parties. The Parties shall attempt in good faith to agree in writing to any non-emergency health care not covered by health before authorizing or obtaining any such care. If no such agreement is reached, the Party authorizing such non-emergency health care shall be solely responsible for payment of the same. HUSBAND shall submit proof of health insurance coverage according to Wyoming Statute § 20-6-401(b).

The Parties agree to exchange financial information pursuant to Wyoming Statute 20-6-302(d) on April 15th of each year, beginning April 15th, 1999.

The obligations of the Parties as provided in this section shall be separate from all other obligations contained in this agreement and shall continue as obligations of and charges against the Parties' respective estates upon the death of either, to the extent and for the period that such obligation shall be in force and effect at the time of such death.

SECTION ELEVEN - FEES OF THE GUARDIAN AD LITEM

The reasonable fees of the Guardian Ad Litem, less any portion thereof determined or agreed to be the responsibility of the child's maternal grandparents, shall be borne equally by the Parties.

SECTION TWELVE - WAIVER OF CLAIMS AGAINST ESTATES

Except as otherwise provided herein, each Party may dispose of his or her property in any way, and each Party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including, without limitation, dower, curtesy, statutory allowance, widow's allowance, homestead rights, rights to take in intestacy, right to take against the will of the other and right to act as administrator or executor of the other's estate, and each Party will, at the request of the other execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment or all such interest, rights and claims.

SECTION THIRTEEN - CHANGE OF NAME

Any Decree of Divorce entered in the present action shall provide for the restoration of WIFE's maiden name, and she shall, upon entry of such decree, be known as STACY ANN STEUART. WIFE agrees that she shall not represent herself thereafter as STACY KEITER for any purpose.

SECTION FOURTEEN - SUBSEQUENT DIVORCE

Nothing contained herein shall be deemed to prevent either Party from maintaining a suit for absolute divorce against the other in any jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending any such suit. IN THE PRESENT ACTION, the Parties shall be bound by all the terms of this agreement, and, if consistent with the rules of practice of the Court granting a decree of absolute divorce, the provisions of this agreement shall be incorporated in any divorce decreed, by reference or as such Court may deem proper, but notwithstanding such incorporation, this agreement shall NOT be merged in such decree, but shall in all respects survive the same and be forever binding and conclusive upon the Parties.

Upon execution and filing of this agreement, WIFE consents to entry of a decree of divorce, approved by her as to form, upon HUSBAND's Complaint, and waives her right to be notified of the time and place of a hearing and waives her right to be present thereat either personally or by her attorney, save and except this paragraph shall not apply if this agreement is not incorporated into a final decree by the Court, or if HUSBAND seeks to have the Court modify the terms of this agreement, or if the Court should determine to modify this agreement on

its own motion .

SECTION FIFTEEN - BREACH

If either of the Parties breaches any provision of this agreement, the other shall have the right to sue for damages for such breach or seek such other remedies or relief as may be available under the law. In the event that either Party employs an attorney to enforce the terms of this agreement, the breaching Party shall pay the non-breaching Party a reasonable sum for attorney's fees and costs incurred as a result of such breach, whether or not legal action is commenced, as well as any and all fees approved by the court for any guardian ad litem that might be appointed by the court if legal action is commenced.

Notwithstanding the right of either Party to sue after breach, if any dispute or disagreement arises with respect to any provision of this agreement, or the performance of either Party thereunder, the same may be settled by arbitration, if the Parties so agree, in which case the Parties bind themselves as follows:

> The Parties shall endeavor to agree upon a single arbitrator and such person shall act as a sole arbitrator of the matter or matters submitted to him and his decision shall be final and binding on the parties. In the event the Parties are unable to agree on a single arbitrator, each Party shall appoint one arbitrator and the two arbitrators so selected shall agree upon and appoint a third. The three arbitrators so selected shall act as the board of arbitrators and a majority decision of the board shall be final and binding upon the parties. Any arbitration concerning the children shall be directed toward the best interests of the children.

SECTION SIXTEEN - ENTIRE AGREEMENT

This agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

SECTION SEVENTEEN - MODIFICATION OR WAIVER

A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. The failure of either Party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

SECTION EIGHTEEN - SITUS

This agreement shall be construed and governed in accordance with the laws of the State of Wyoming.

SECTION NINETEEN - PARTIAL INVALIDITY

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

SECTION TWENTY - REPRESENTATION OF COUNSEL

The Parties acknowledge that they have consulted with their own independent legal counsel prior to entering into this agreement.

SECTION TWENTY-ONE - BINDING EFFECT

All the provisions of this agreement shall be binding upon the respective heirs, next of kin, executors and administrators of the Parties.

SECTION TWENTY-TWO - EXECUTION OF SUBSEQUENT INSTRUMENTS

Except as set out otherwise herein, the Parties will execute and deliver any instruments and documents that may be necessary or convenient to carry into effect the provisions of this agreement within 30 days of the full execution of this agreement.

SECTION TWENTY-THREE - VOLUNTARY EXECUTION

Each Party acknowledges that the agreement contained herein is fair and equitable, that it is being entered into voluntarily, and not as a result of duress or undue influence.

IN WITNESS WHEREOF, the Parties have executed this agreement the day and year below written.

DATED this 11 day of ~~September~~ November 1998.

ALICE L. GRIGGS - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 12/26/98

Donald Dale Keiter
DONALD DALE KEITER

DATED this 26 day of ~~September~~ April 1998.

Stacy Keiter
STACY KEITER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me by Donald Dale Keiter this 11 day of ~~September~~ November 1998.

Witness my hand and official seal.

My commission expires: 12/26/98

Alice L. Griggs
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me by Stacey Keiter this 26 day of September 1998.

Witness my hand and official seal.

My commission expires: August 7, 2000

Sat Pax
Notary Public

Approved as to form:

Elizabeth Greenwood, Guardian Ad Litem

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

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Subscribed and sworn to before me by Stacey Keiter this ____ day of September 1998.

Witness my hand and official seal.

My commission
expires:

_____
Notary Public

Approved as to form:

Elizabeth Greenwood, Guardian Ad Litem

1/6/99
With attached 1st Amendment

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of May 1999 true and correct copies of the foregoing were sent, via United States mail, with sufficient postage to Katherine Stanwood, P.O. Box 8827, Jackson, WY 83001, to Christopher Petrie, Assistant Attorney General, 123 Capitol Building, Cheyenne, WY 82002, and to Elizabeth Greenwood, P.O. Box 1479, Pinedale, WY 82941.

Dale Aronson

283103

LAST WILL AND TESTAMENT

OF

JERRY ELMER TULLY

RECORDED Mar 20 2001 11:15 AM
IN BOOK 72 MISC PAGE 93
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

I, Jerry E. Tully, a resident of Sublette County, Wyoming, at the age of seventy-five (75) years, and being of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person whomsoever do hereby make, publish, and declare this my last will and testament in the manner and form following:

I hereby give, devise and bequeath all the residue of my estate and personal belongings, of whatever kind and nature, and wheresoever situate to my wife, Elaine R. Tully, now at the age of seventy-four (74) years.

If my wife, Elaine R. Tully, would predecease me, or if we should die in a common accident, then and in that event, the share that my wife would have received had she not predeceased me, to go and be divided equally between my children, to-wit: Cheryl Ann Rath, now age fifty-three (53) years, a resident of Pinedale, Wyoming, and Ryan E. Tully, now age fifty-one (51) years, of 14345 Saddle Mountain Road, Los Altos Hills, California, 94022.

If either of my children should predecease me, then the share that he or she would have received to go to his or her children, equally, share and share alike, or if he or she has no children, then to the survivor.

Should any beneficiary provided for herein object to the probate of this my last will and testament, or in anywise directly or indirectly contest, or aid in contesting the probate thereof, or the distribution of my estate, in whole or in part, then and in that event, I hereby direct that such devises or bequests herein and hereby made to any such

Jerry E Tully

beneficiary so contesting, or aiding in contesting, shall forthwith become null and void, that such devise and/or bequest shall be distributed to the other beneficiaries named herein, in equal shares, share and share alike.

I hereby authorize my personal representative to sell or to dispose of, at public or private sale, encumber, or lease any property belonging to my estate, either with or without notice, subject to such confirmation as may be required by law, and to hold, manage, and to operate such property.

I have expressly provided herein for every person I desire to receive any portion of my estate which shall pass upon my death and in the event any person or persons not herein expressly designated, shall make any claim to my estate, or any portion thereof, I hereby expressly make provisions for each of such persons by giving and bequeathing to each of them the sum of one dollar (1.00), in lawful money of the U.S. of America.

I hereby nominate and appoint Elaine R. Tully my personal representative of this my last will and testament and direct that no bond of other security be required for the faithful discharge of her duties. In the event that she shall for any reason be unable to act as such personal representative, or refuses to act, then I nominate and appoint Ryan E. Tully my personal representative of this my last will and testament and direct that no bond or other security be required for the faithful discharge of his duties.

I hereby revoke any and all wills and testamentary dispositions heretofore made by me.

It is my wish that all my firearms, excepting those retained by my wife, be given to my son, Ryan E. Tully, to do with as he so desires.

Jerry E Tully

LAST WILL AND TESTAMENT OF JERRY ELMER TULLY

It is my wish that my hunting, fishing, and outdoor equipment, excepting that retained by my wife, be given to my daughter, Cheryl Ann Rath, to do with as she so desires.

In witness whereof, I have subscribed my name in the city of Pinedale, Sublette County, State of Wyoming this MARCH 20, 2001, in the presence of Karen E. Olsen Karen E. Olsen,

Print Name: Karen E. Olsen,

and in the presence of Sally Penton,

Print Name: Sally Penton,

whom I have requested to become attesting witnesses hereto.

Jerry E Tully

Jerry E. Tully

Subscribed and sworn before me by Jerry E. Tully, the testator, and subscribed to before me by Karen E. Olsen,

and Sally Penton,

witnesses, this date of March 20, 2001.

Sandra Adams

Notary Public for State of Wyoming

Residing at Pinedale, Wyoming

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8-17-04

Jerry E Tully

(Not to scale)

96

RVEYOR

dale, Wyoming do hereby certify that this map was
cord and from notes taken during an actual survey
st of 2000 of Section 14, T32N-R108W, and that the
and survey are accurately represented hereon.

Skylar V. Wilson
Skylar V. Wilson

f Surveyor was acknowledged before me by Skylar V.
March , 2001.

l seal.

SUBSCRIBE - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING

August 7, 2004
Seal/Commission Expiration

183114

RECORDED March 21 2001 2:10 P M
IN BOOK 72 misc PAGE 96
FEES $ 15.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By S Tomlinson

JNJ	SHEET 1 OF 1 SHEETS
SW	
5, 27	JOB NO. #00590
MODIFICATION/REVISION	NO.

Record Of Survey

Section 14
T32N-R108W

Sublette County, Wyoming

Kevin J Moline
President

Jan Keller
(Attest) Clerk

The foregoing Certificate Of Mortgagee was acknowledged before me by Kevin J Moline, and by Jan Keller on the 19 day of March, 2001.

Witness my hand and official seal.

Lori Moore
Notary Public

03-01-04
Seal/Commission Expiration

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Pursuant to Chapter V of the Sublette County Wyoming Subdivision Regulation, the foregoing CROSSWINDS LOT DIVISION of Tract B of the Mullett Lot Division was approved at the regular meeting of the Board of County Commissioners held on the 20th day of March, 2001.

BOARD OF COUNTY COMMISSIONERS COUNTY OF SUBLETTE

William W. Cramer, Chairman

Gordon R. Johnston, Commissioner

Absent
Betty Fear, Commissioner

Mary L. Lankford, County Clerk
(Attest)

CLERK
SUBLETTE COUNTY

083127

RECORDED March 21 2001 2:40PM
IN BOOK 79 Misc. PAGE 97
FEES $ 50.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

DESIGNED BY: AW	SHEET 1 OF 1 SHEETS	
DRAWN BY: SW		
CHECKED BY: BW		
FIELD BOOK: 16	JOB NO. #95283 #01651-F	
3/19/01	Final	3
3/7/01	Revised Preliminary	2
3/3/01	Preliminary	1

Plat Of The
CROSSWINDS
Lot Division

of Tract B of the
Mullett Lot Division
within the W½ of Lot 1,
Section 5, T33N-R109W
Sublette County, Wyoming

97

AFFIDAVIT OF DISTRIBUTION

COME NOW SAM CHOATE, KARRIE KIRBY and BILLIE JO ROMERIZ, first being duly sworn on their oaths, and hereby depose and state as follows:

1. That SAM CHOATE, KARRIE KIRBY and BILLIE JO ROMERIZ are the sole heirs and distributees of SAMUEL GLASSCOCK, deceased.

2. That SAMUEL GLASSCOCK, died on 12/14/00 while a resident of Sublette County, Wyoming, and that thirty (30) days have passed since said date of death.

3. That the value of the entire estate of SAMUEL GLASSCOCK wheresoever located does not exceed $70,000.00.

4. That no application for appointment of a personal representative is pending or has been granted in any jurisdiction.

5. That said SAMUEL GLASSCOCK died intestate.

6. That said SAM CHOATE, KARRIE KIRBY and BILLIE JO ROMERIZ are the surviving children of SAMUEL GLASSCOCK. SAMUEL GLASSCOCK left no surviving spouse.

7. That, pursuant to the laws of the State of Wyoming and Section 2-1-201; Wyoming Statutes 1977 (Laws 1983), SAM CHOATE, KARRIE KIRBY and BILLIE JO ROMERIZ are entitled to have all of the tangible personal property of SAMUEL GLASSCOCK set over to them and titled in their names.

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

1977 Chevrolet Pickup, VIN #CCL247J157719
1978 Fork Pickup, VIN #F15JRBA7248
1988 Lincoln Town Car, VIN #1LNBM82F2JY742072
Checking Account at First National Bank of Pinedale:
Account No. 286737 $6,894.65

9. That by execution of this document KARRIE KIRBY and BILLIE JO ROMERIZ hereby authorize all of such personal property as well as any other personal property owned by SAMUEL GLASSCOCK to be distributed in the sole name of SAM CHOATE for distribution among the surviving heirs of SAMUEL GLASSCOCK. No person making a distribution of such property into the name of SAM CHOATE shall be responsible for the further distribution to the other heirs.

DATED this 15 day of February, 2001.

Sam Choate
SAM CHOATE

STATE OF Iowa)
) ss.
COUNTY OF Washington)

Subscribed and sworn to before me by SAM CHOATE, this 15th day of February, 2001.

283129

RECORDED Mar 21 2001 3:00 PM
IN BOOK 72 MISC PAGE 98
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Tracey L Hoc

WITNESS my hand and official seal.

Tamara J Yoder
NOTARY PUBLIC

My Commission Expires: May 4, 2002

DATED this 26 day of February, 2001.

Billie Jo Ramirez
BILLIE JO ROMEREZ Ramirez
BL BL BL

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

Subscribed and sworn to before me by BILLIE JO ROMEREZ, this 26 day
BL BL BL
of February, 2001.

WITNESS my hand and official seal.

OFFICIAL SEAL
KAREN WHITTLE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires July 14, 2003

NOTARY PUBLIC

My Commission Expires: July 14, 2003

DATED this 21 day of February, 2001.

Karrie Kirby
KARRIE KIRBY

STATE OF California)
) ss.
COUNTY OF Contra Costa)

Subscribed and sworn to before me by KARRIE KIRBY, this 21st day of
February, 2001.

WITNESS my hand and official seal.

Shawn Slimp
NOTARY PUBLIC

My Commission Expires: Dec 31, 2002

SHAWN SLIMP
Commission # 1206389
Notary Public - California
Contra Costa County
My Comm. Expires Dec 31, 2002

CERTIFICATION OF VITAL RECORD

100

STATE OF WYOMING

DEPARTMENT OF HEALTH

539

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER | STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
Samuel		Glasscock	Male	December 14, 2000

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
526-40-5067	65					October 28, 1935

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Wyoming Medical Center	Casper	Natrona

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife, give maiden name)
Oklahoma	Divorced	None

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	Cowboy	Cattle Ranch

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sublette	Pinedale	27 Remembrance Lane

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Henry	Epperson	Glasscock	Frances	Irene	Culver

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Gordon Reno	Executor of estate

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
27 Remembrance	Pinedale	Wyoming	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
Cremation	December 18, 2000	Wyoming Cremation Services	Casper, Wyoming	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
[signature]	493	Memorial Chapel	92	710 E. 2nd St., Casper, 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) [signature]

22b. DATE SIGNED (Mo., Day, Yr.) 12-19-00 | 22c. HOUR OF DEATH 10 56 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)
Robert L. Tobin M.D., 1233 East 2nd Street, Casper, WY 82601

25a. REGISTRAR (Signature) [signature] | 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) December 22, 2000

CAUSE OF DEATH

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

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ⇒	a. metastatic adenocarcinoma to the rt neck- DUE TO (OR AS A CONSEQUENCE OF)	3 mon
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)

VR 2-89
11/99 15M

156070

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

MIDWEST BANK NOTE COMPANY — ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

SHERIFF'S CERTIFICATE OF PURCHASE IN LIEU OF DEED

A foreclosure sale on the following described real property having occurred on February 16, 2001 at 10:00 a.m., to-wit:

> Lot 10, Block 27 of the Cooley Fifth Addition to the Town of Pinedale, Sublette County,Wyoming as the same appears on the official map or plate filed for record in the office of the County Clerk and Ex-Officio Registrar of Deeds for Sublette County, Wyoming

and the sole and successful bidder of the property being Herbert O. and Jennie L. Uthoff, Mortgagees, who bid the amount of $82,848.26. Herbert O. and Jennie L. Uthoff shall be entitled to a deed for the property at the expiration of the periods of redemption unless the property is redeemed prior to that date as provided by law.

DATED this 27 day of February, 2001.

SHERIFF HANK RULAND

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The above and foregoing Sheriff's Certificate of Purchase in Lieu of Deed was subscribed and sworn to before me by Hank Ruland, Sheriff, on this 27 day of February, 2001.

WITNESS my hand and official seal.

MARYLISA BAXLEY NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Notary Public

My Commission Expires: 10-06-2004

283150

RECORDED March 23 2001 10:40 AM
IN BOOK 78 Misc. PAGE 101
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

102

RELEASE OF LIS PENDENS

First Capital Group, LLC, a Tennessee limited liability company, does hereby certify that the Notice of Lis Pendens regarding Civil Action No. 6204 in the District Court of Sublette County, Wyoming, which Notice Of Lis Pendis was filed in Book 72 of Miscellaneous, page 53 in the Office of the Sublette County Clerk in Pinedale, Wyoming, is hereby released.

WITNESS my hand this 7th day of March, 2001.

First Capital Group, LLC, a Tennessee limited liability company:

Gary Simanson, manager

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

The foregoing instrument was acknowledged before me this 7th day of March, 2001 by Gary Simanson as manager of First Capital Group, LLC.

WITNESS my hand and official seal.

Notary Public
My Commission Expires January 1, 2002

For and in the State of TN and County of Shelby

283188

RECORDED March 23 2001 3:40 PM
IN BOOK 72 Misc PAGE 102
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Lawton

Mar. 6. 2001 9:28PM 307 733 7882 HESS & CARLMAN, LLC No.5045 P. 3

AFFIDAVIT OF SUCCESSOR TRUSTEE

COMES NOW CRAIG LODATO, and first being duly sworn on his oath does hereby depose and state:

1. That, on 5/18/93, JOSEPH S. LODATO did execute a certain Amended And Restated Joseph S. Lodato Trust Dated May 18, 1993, also at times referred to as the Joseph S. Lodato Trust Dated May 18, 1993, as Grantor.

2. That, on 5/18/93, JOSEPH S. LODATO did execute the same Amended And Restated Joseph S. Lodato Trust Dated May 18, 1993 also at times referred to as the Joseph S. Lodato Trust Dated May 18, 1993, as Trustee.

3. That certain real property located in Sublette County, Wyoming, was conveyed to Joseph S. Lodato as Trustee of the Joseph S. Lodato Trust Dated May 18, 1993, to-wit;

> Lots One (1) and Two (2) of the Windsong Hill North Subdivision, Sublette County, Wyoming;

This deed being recorded at Book 33 of Deeds, Page 60, in the office of the County Clerk, Sublette County, Wyoming.

4. That Article VII, Section 7.02A of said Amended And Restated Joseph S. Lodato Trust Dated May 18, 1993 states:

> "A. Upon the death, resignation or inability to act of the Grantor, CRAIG LODATO shall act as successor Trustees. However, in any event, CRAIG LODATO shall fail, refuse, or be otherwise able to act as successor Trustee, including his resignation as Trustee of any subtrust created hereunder, then LINDA LODATO BARTLETT shall act as successor Trustee."

5. That JOSEPH S. LODATO on February 10, 2000 did execute a certain Resignation And Appointment of Successor Trustee relating to said Amended And Restated Joseph S. Lodato Trust Dated May 18, 1993. This Resignation And Appointment of Successor Trustee was recorded at Book 0400, page 3189 in the Official Records of Douglas County, Nevada on April 19, 2000. A certified copy of said Resignation And Appointment of Successor Trustee is attached hereto as Exhibit A.

6. That Section 3 of said Resignation And Appointment of Successor Trustee provides:

> "3. The undersigned, as Initial Trustee, is unable to currently act, and does by those presents appoint, CRAIG LODATO, of Gardnerville, Nevada, to act as Successor Trustee."

7. That, since the execution of said Resignation And Appointment of Successor Trustee, CRAIG LODATO has served and continues to serve as the Successor

283223

RECORDED March 27 2021 2:40p M
IN BOOK 72 Misc. PAGE 103
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Trustee of the Amended And Restated Joseph S. Lodato Trust Dated May 18, 1993, also at times referred to as the Joseph S. Lodato Trust Dated May 18, 1993.

DATED this 23rd day of MARCH, 2001.

Craig Lodato
CRAIG LODATO

Subscribed and sworn to before me by CRAIG LODATO, this 23rd day of MARCH, 2001.

WITNESS my hand and official seal.

R
NOTARY PUBLIC

My Commission Expires: 10-27-02

R. SELLARS
Notary Public - State of Nevada
Appointment Recorded in County of Douglas
98-49033-5 My Appointment Expires Oct. 27, 2002

STATE OF NEVADA

DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH
VITAL STATISTICS

STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH — SECTION OF VITAL STATISTICS
CERTIFICATE OF DEATH

STATE FILE NUMBER

LOCAL FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

DECEASED—NAME: 1. First: Joseph; Middle: Stanly; Last: LODATO

DATE OF DEATH (Month, Day, Year): 2. June 17, 2000

COUNTY OF DEATH: 3a. Douglas

CITY, TOWN OR LOCATION OF DEATH: 3b. Gardnerville

HOSPITAL OR OTHER INSTITUTION—Name (If not either, give street and number): 3c. 839 Sheridan Lane

If Hosp. or Inst. indicate DOA, OP/Emer. Rm. Inpatient (Specify): 3e.

SEX: 4. Male

RACE—(e.g., White, Black, American Indian, etc.) (Specify): 5. White

Was Decedent of Hispanic Origin? Specify ☐ yes ☒ no If yes, specify Mexican, Cuban, Puerto Rican, etc.: 6.

AGE—Last Birthday (Years): 7a. 78

UNDER 1 YEAR MOS : DAYS: 7b.

UNDER 1 DAY HOURS : MINS: 7c.

DATE OF BIRTH (Mo., Day, Yr.): 8. Nov. 21, 1921

STATE OF BIRTH (If not U.S.A., name country): 9a. Louisiana

CITIZEN OF WHAT COUNTRY: 9b. U.S.A.

Decedent's Education. Specify highest grade completed.: 10. 12 years

MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): 11. Divorced

SURVIVING SPOUSE (If wife, give maiden name): 12.

SOCIAL SECURITY NUMBER: 13. 551-10-6657

USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life. Even if Retired): 14a. Air Craft Sales

KIND OF BUSINESS OR INDUSTRY: 14b. Air Craft Investor

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

RESIDENCE—STATE: 15a. Nevada

COUNTY: 15b. Douglas

CITY, TOWN, OR LOCATION: 15c. Gardnerville

STREET AND NUMBER: 15d. 839 Sheridan Ln.

INSIDE CITY LIMITS (Specify Yes or No): 15e. Yes

PARENTS

FATHER—NAME: 16. First: Sam; Middle: ; Last: Lodato

MOTHER—MAIDEN NAME: 17.

DISPOSITION

INFORMANT—NAME (Type or Print): 18a. Craig Lodato

MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip): 18b. P.O. Box 81, Wellington, Nevada 89444

BURIAL, CREMATION, REMOVAL, OTHER (Specify): 19a. Cremation

CEMETERY OR CREMATORY—NAME: 19b. Walton's Sierra Crematory

LOCATION City or Town State: 19c. Carson City, Nevada

FUNERAL DIRECTOR—SIGNATURE (Or Person Acting as Such): 20a. Jimmy Burns

FUNERAL DIRECTOR LICENSE NUMBER: 20b. 9

NAME AND ADDRESS OF FACILITY: 20c. Walton's Douglas County Mortuary, 1478 Fourth Street, Minden, Nevada 89423

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN

21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated.

(Signature and Title): Kirk White

DATE SIGNED (Mo., Day, Yr.): 21b. 6-26-2000

HOUR OF DEATH: 21c. 2115

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

To be completed by Coroner's Office

22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated.

(Signature and Title):

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

HOUR OF DEATH: 22c.

PRONOUNCED DEAD (Mo., Day, Yr.): 22d, ON

PRONOUNCED DEAD (Hour): 22e, AT

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print.): 23a. Kirk White, M.D. P.O. Box 429, Gardnerville, Nevada 89410

LICENSE NUMBER: 23b. 6088

REGISTRAR: 24a. (Signature) Vera R. Buckner

DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 24b. June 16, 2000

DEATH DUE TO COMMUNICABLE DISEASE: 24c. YES ☐ NO ☒

CAUSE OF DEATH

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

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

PART I

(a) Pulmonary Arrest — Interval between onset and death: 2 hrs

DUE TO, OR AS A CONSEQUENCE OF:

(b) Lung Cancer — Interval between onset and death: 6 months

DUE TO, OR AS A CONSEQUENCE OF:

(c)

PART II OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in Part 1.

AUTOPSY (Specify Yes or No): 26. No

WAS CASE REFERRED TO CORONER (Specify Yes or No): 27. Yes

ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify): 28a.

DATE OF INJURY (Mo., Day, Yr.): 28b.

HOUR OF INJURY: 28c. M

DESCRIBE HOW INJURY OCCURRED: 28d.

INJURY AT WORK (Specify Yes or No): 28e.

PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify): 28f.

LOCATION. STREET OR R.F.D. No. CITY OR TOWN STATE: 28g.

No. 159796

STATE REGISTRAR: Yvonne Sylva

This is to certify that the above is a true and correct copy of the certificate on file in this office.

Date issued: JUN 26 2000

State Registrar

WARNING: IT IS ILLEGAL TO ALTER OR COPY THIS DOCUMENT

106

RELEASE AND WAIVER

For a good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, JUDITH CORBRIDGE, do hereby forever release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming in regard to (Legal):

LOT 4 & THE WEST 50 FEET OF LOT 3, BLOCK 2 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 & EX-OFFICIO REGISTER OF DEEDS FOR SUBLETTE COUNTY, WYOMING.

together with all improvements hereon.

I realize that my HUSBAND, CLARK CORBRIDGE has applied to BENEFICIAL WYO INC for a loan in connection with the HOUSE of the said property presently owned by CLARK & JUDITH CORBRIDGE and acknowledge that the said PROPERTY has relied upon this Release and Waiver in making the said loan.

DATED this 23RD day of MARCH, ~~199~~2001

Judith D. Corbridge

STATE OF Wyoming)
ss
COUNTY OF Sweetwater)

The forgoing instrument was acknowledged before me by Judith D. Corbridge this 23rd day of March, 2001.

Witness my hand and official seal.

Charlotte Doak
Notary Public

CHARLOTTE DOAK NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

My Commission Expires: 5-26-04
Exp.

283244

RECORDED March 28 2001 2:40 PM
IN BOOK 72 Misc. PAGE 106
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

[redacted] [redacted] [redacted]

AFFIDAVIT OF EASEMENT AND RIGHT-OF-WAY CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121, hereinafter referred to as "Affiant", is the Grantee of an Easement and Right-of-Way identified and described as follows:

Grantor: Lillian Harrower
Dated: 10/16/00
Recorded: Book 72 Misc. Page 34 2/22/01 Sublette County, WY

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.

283251

RECORDED March 28 2001 9:20A M
IN BOOK 72 Misc PAGE 107
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

WILLIAMS GAS PROCESSING COMPANY

BY: Ron Ewart
Ron Ewart
Authorized Agent

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Ron Ewart, Authorized Agent for Williams Gas Processing Company, this 19 day of March, 2001.

Witness my hand an official seal.

Jan Kessner
Notary Public in and for Sweetwater County, State of Wyoming

My Commission Expires:

JAN KESSNER - NOTARY PUBLIC
County of Sweetwater
State of Wyoming
My Commission Expires 6-28-01

EXHIBIT "A"

January 24, 2001

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

HOGSBACK ANNEX #12-2

CROSSING A PORTION OF LILLIAN HARROWER PROPERTY

SECTION 12, TOWNSHIP 27 NORTH, RANGE 114 WEST, 6TH PM,

SUBLETTE COUNTY, WYOMING

A strip of land 30 feet wide across a portion of Section 12, Township 27 North, Range 114 West, 6th PM, Sublette County, Wyoming, being 15 feet each side measured at right angles from the following described survey line, which is the centerline of an existing 4 1/2 inch diameter pipeline:

Beginning at a point located in the Northwest quarter of the Southwest quarter of Section 12, said point bears North 34°43' 53" East, a distance of 1897.5 feet from the Southwest corner of said Section 12;

Thence North 12°47' 53" East a distance of 163.0 feet;

Thence North 66°42' 00" West a distance of 491.0 feet;

Thence North 30°33' 50" West a distance of 93.8 feet;

Thence North 54°42' 22" West a distance of 14.4 feet;

Thence South 76°55' 44" West a distance of 145.1 feet to the end of the line at a point located in the Northwest quarter of the Southwest quarter of said Section 12: said point bears South 34°36' 20" East a distance of 834.0 feet from the West quarter corner of said Section 12.

The length of the above described survey line is 907.3 feet, or 54.988 rods, or 0.172 miles.

Dwg. No. 5A761.0-34-1

R/W No. 6134

T:\Ds\MAPPING\Document\Legal\Wyoming\761\5A761.0-34-1.doc

SHERIFF'S AFFIDAVIT IN FORECLOSURE

283267

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

RECORDED MAR 30 2001 1050AM
IN BOOK 72 MISC PAGE 109
FEES $12.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

I, Henry Schmidt, Sheriff or Deputy Sheriff of Sublette County, Wyoming, being first duly sworn, certify that on March 30, 2001, I acted as auctioneer and sold the real property described as follows:

A tract of land in the NE1/4 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., 418.71 feet to a point; thence N.37°55'26"W., 541.75 feet to the Point of Beginning; thence S.73°02'00"W, 2358.55 feet to the intersection with the east right-of-way line of Wyoming Highway 352; thence N.16°58'27"W., 647.07 feet along said right-of-way line to a concrete Highway Department monument with brass tablet marked "75' T.S. 267 + 78.2"; thence along said right-of-way line following a spiral curve, concave to the east, subtended by a chord of N.14°42'37"W., 365.18 feet to a point; thence N.88°50'08"E., 2280.75 feet to a point; thence S.37°55'26"E., 418.56 feet to the Point of Beginning,

Also described as: Tract 12 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.

under that certain mortgage dated April 10, 1996, and executed by 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 March 30, 2001, 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.

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 ten o'clock a.m., on March 30, 2001, 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 $113,172.19 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 Ruland
Sheriff, Sublette County

By: _____
Deputy Sheriff

Subscribed and sworn to before me by Henry Schmidt this 30 day of March, 2001.

Witness my hand and official seal.

Tracey L Hoover
Notary Public

My Commission Expires: 8/8/02

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

PROOF OF PUBLICATION

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

I, Jennifer Binning, being first duly sworn deposes and says that she is the business manager of the Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed noticed was published in 4 consecutive issues of said paper and not in a supplement, the first publication thereof being the 8TH day of MARCH, 2001 and the last publication thereof on the 29 day of MARCH, 2001.

Jennifer Binning — Date 3/29/01

Subscribed in my presence and sworn to
Before me this 29 day of
MARCH, 2001

Notary Public
My commission expires 12/12/04

IMILINA ELLIS – NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
My Commission Expires 12/12/2004

15 Bank foreclosure

Exhibit A

NOTICE OF MORTGAGE FORECLOSURE SALE

Public notice is hereby given that Celine Rasha [illegible] managed Lincoln State Bank (referred to as the "Mortgagee") the following described real property to secure the payment of its One [illegible] Thousand Dollar [illegible] 00) dated as of April 10, 1996 (the "Note"):

[illegible] in the NE¼ of Section 7 and the SW¼NW¼ of Section 8, Township 28 North, Range 120 West, 6th P.M., Sublette County, Wyoming, described as follows: Commencing at a point [illegible] bears [illegible] between said [illegible] thence [illegible] thence [illegible] thence [illegible] thence [illegible] to the Point of Beginning; [illegible] as set forth in Book [illegible] in the Office of the Sublette County Clerk on [illegible] Records of Sublette County, Wyoming.

The Note, [illegible] the Mortgage [illegible] The undersigned [illegible] holder of the Note [illegible] elected to declare the entire principal balance and [illegible] payable and [illegible] to foreclose the Mortgage by advertisement and sale as provided in the Mortgage and other applicable laws.

Notice is [illegible] pursuant to the Mortgage and laws of the State of Wyoming, the Mortgage will be foreclosed and the above-described property will be sold at public auction by the Sublette County Sheriff on March 31, 2000, at the hour of ten o'clock a.m. on the steps of the Sublette County Courthouse, 21 South Tyler, Pinedale, Wyoming. The proceeds of the sale will be applied as follows: The amount claimed due under the Note, which as of [illegible], 2000, is One Hundred Nine Thousand Nine Hundred Twenty-Seven Dollars and [illegible] Cents ($109,927.[illegible]), including principal and accrued interest, plus interest on the unpaid principal balance at the rate of [illegible] per annum from [illegible], 2000, until the sale date; attorney fees of [illegible] Dollars and [illegible] Cents ($[illegible]); costs of [illegible] Dollars and [illegible] Cents ($[illegible]); and all expenses of the foreclosure.

DATED this [illegible] day of [illegible], 2000.

[illegible] Lincoln State Bank

Published in the Pinedale Roundup March 8, 15, 22, and 29, 2000.

CERTIFICATE OF PURCHASE

283268

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

RECORDED MAR 30 20 01 1050A M
IN BOOK 72 MISC PAGE 113
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

THIS CERTIFICATE OF PURCHASE, made and delivered this 30th day of March, 2001, 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, 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 NE1/4 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., 418.71 feet to a point; thence N.37°55'26"W., 541.75 feet to the Point of Beginning; thence S.73°02'00"W, 2358.55 feet to the intersection with the east right-of-way line of Wyoming Highway 352; thence N.16°58'27"W., 647.07 feet along said right-of-way line to a concrete Highway Department monument with brass tablet marked "75' T.S. 267 + 78.2"; thence along said right-of-way line following a spiral curve, concave to the east, subtended by a chord of N.14°42'37"W., 365.18 feet to a point; thence N.88°50'08"E., 2280.75 feet to a point; thence S.37°55'26"E., 418.56 feet to the Point of Beginning,

Also described as: Tract 12 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.

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 602, 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 March 30, 2001, 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 March 30, 2001, at ten 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 $ 113,172.19 ;

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: _____
Deputy Sheriff

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 30 day of March, 2001, before me personally appeared Henry Schadt, 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.

Tracey L Hoover
Notary Public

My Commission Expires: 8/8/02

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

ATTORNEY'S AFFIDAVIT IN FORECLOSURE

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

283259
RECORDED MAR 30 2021 1150 AM
IN BOOK 72 MISC PAGE 115
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Matthew E. Turner, 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 NE1/4 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., 418.71 feet to a point; thence N.37°55'26"W., 541.75 feet to the Point of Beginning; thence S.73°02'00"W, 2358.55 feet to the intersection with the east right-of-way line of Wyoming Highway 352; thence N.16°58'27"W., 647.07 feet along said right-of-way line to a concrete Highway Department monument with brass tablet marked "75' T.S. 267 + 78.2"; thence along said right-of-way line following a spiral curve, concave to the east, subtended by a chord of N.14°42'37"W., 365.18 feet to a point; thence N.88°50'08"E., 2280.75 feet to a point; thence S.37°55'26"E., 418.56 feet to the Point of Beginning,
>
> Also described as: Tract 12 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.

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.

7. Attorneys' fees for the Foreclosure are in the amount of One Thousand Five Hundred Thirty Three Dollars and Seventy-Five Cents ($1,533.75).

8. That this Affidavit is made in compliance with §§34-4-103 and 34-4-112 Wyoming Statutes (1997).

DATED this 29 day of March, 2001.

Matthew E. Turner

Subscribed and sworn to before me by Matthew E. Turner on this 29th day of March, 2001.

Witness my hand and official seal.

Notary Public

My Commission Expires:

11/10/01

DEBORAH A. MEAGHER - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Nov. 10, 2001

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, That E AND H LAND COMPANY, INC., a Wyoming Corporation, d/b/a Hoback River Road House, the party of the first part, for and in consideration of the payment of the sum of Ten and NO/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to it in hand paid by GROS VENTRE GRILL, INC., a Wyoming Corporation, the party of the second part, does by these presents, grant, bargain, sell and convey unto the said party of the second part, and its assigns, the following described property, to-wit:

"ALL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO."

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

DATED this 30 day of March, 2001.

ATTEST:

E AND H LAND COMPANY, INC., a Wyoming Corporation:

SEAL

BY: Bradley L Hoch

ITS: President

Steve Eggers
Secretary

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Bill Of Sale** was acknowledged before me by E AND H LAND COMPANY, a Wyoming Corporation, d/b/a Hoback River Road House, by Bradley L Hoch, its President, and attested to and sealed by its Secretary, this 30th day of March, 2001.

Witness my hand and official seal.

Sandra Adams
NOTARY PUBLIC

My Commission Expires: 8-17-04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8-17-04

283274

RECORDED March 30 2001 1:50 PM
IN BOOK 72 Misc. PAGE 117
FEES $ 8.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

EXHIBIT "A"

Wolf 4 Burner 36" Grill / Double Oven
Wells Fryer
Star Fryer
Star Char Broiler 16 x 24
Ice-O-Matic Ice Machine
True Reach in Refrigerator
Migoli Reach in Freezer
ABC Small Prep Table
Golden Chef Small Freezer
Panasonic Microwave
Star Warming Drawer
Ansul System / Hood
Berkel Slicer
Berkel Mixer
6' Stainless Steel Table
4' Stainless Steel Table (belongs to Coke Co.)
5' Glass Counter / Display
Royal Cash Register
8' Counter Triple Sink
6' Stainless Counter
8 Tables
30 Chairs +/-
Earth Stove / Piping
Shelving
Dining Room Shelving
2 Window Shades
Primestar / Stereo / T.V. / Speakers
2 Booster Seats
Coffee / Bookcase
Hobart Dishwasher
Chest Freezer
Household Refrigerator
2 Burner Coffeemaker (Farmer Bros.)
Credit Card System
Hamilton Beech Blender
Plates (4 sizes)
Bowls
Cups
Silverware
Glasses (3 sizes)
Salt & Pepper Shakers
Condiment Dishes
Placemats
Garbage Cans
Outdoor Hose
3 Picnic Tables
2 – 4 Slice Toasters

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF MARIAN G. PINSON, Deceased	))) Probate No. 1760))	FILED MAR 27 2001 MARILYN M. JENSEN CLERK OF DISTRICT COURT PINEDALE, WYOMING BY

ORDER

On the 11th day of December, 2000, the above matter came on for hearing before the Court, pursuant to Assignment and Order on the Petition of Jackie Mae Martin, Petitioner, seeking to have probate proceedings conducted in the Probate Court in the State of New Mexico in and for Dona Ana County, in the estate of the above-named decedent admitted in this Court as probate of said estate and 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 FACTS

1. That the certified copies of the proceedings had in the Probate Court of the State of New Mexico in and for Dona Ana, as filed with the aforesaid Petition, are sufficient and in accordance with the requirements of W.S. 2-11-201.

2. That the aforesaid decedent died seized of certain assets located in the County of Sublette, State of Wyoming.

3. That said assets were not in excess of Seventy Thousand Dollars ($70,000.00) at the date of death of the decedent.

4. That due and proper notice of these proceedings has been given, and in accordance with W.S. 2-11-201, and proof thereof by Affidavit of Publication is on file of record herein.

5. That as reflected in the Court file in the State of New Mexico and from the documents on file herein, it is evident that no inheritance tax return form 706 is required to be filed with the Internal Revenue Service and therefore, no inheritance tax is due the State of Wyoming.

283279

RECORDED March 30 2001 4:20 PM
IN BOOK 72 Misc. PAGE 119
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

6. That no objections, written or oral, have been presented to the Court by a creditor of the decedent, or by any other party whomsoever, to the admission of the aforesaid probate proceedings to record in this Court.

Based upon the aforesaid, the Court makes the following:

CONCLUSIONS OF LAW

1. That the Court has full and complete jurisdiction of the subject matter and all interested parties in this cause.

2. That the file of record herein is complete and meets all the requirements of W.S. 2-11-201 for the relief prayed for in the Petition.

3. That the Petitioner is entitled to relief as prayed for in the Petition heretofore filed.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the certified copies of the proceedings in the estate of the above-named decedent had and conducted in the Probate Court of the State of New Mexico, in and for the Dona Ana County, as filed with Petitioner's Petition herein, be and the same hereby are admitted to record in this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said certified copies shall from this day forward be considered and treated as original proceedings in this Court, and shall be conclusive evidence of the facts therein shown.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that it is apparent from the documents on file herein, that no inheritance tax or estate tax is chargeable against the estate and therefore the filing of a receipt is hereby excused.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said decedent died owning an undivided interest in the real property hereinafter described:

That undivided interest set forth in Exhibit "A" attached hereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the aforesaid undivided interest in said real property described in Exhibit "A" is hereby distributed to Jackie Mae Martin.

DATED March 26, 2001.

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

SUBLETTE COUNTY

EXHIBIT "A"

An undivided one-fourth of one-fifth right, title and interest in and to all minerals, including, without limiting the generality of the foregoing oil, gas and other hydrocarbon substances and products, together with all mining rights, and the right to prospect for and extract said minerals, oil, gas and other hydrocarbon substances and products from said land, and the right of ingress and egress to and from said lands for said purpose, to-wit:

		ACRES
Township 32 North, Range 111 West, 6th P.M., Sublette County, Wyoming:		
Section 4:	Lot 4	19.10
Section 5:	Lots 1 and 2	54.51
Section 6:	Lot 1	14.52
Section 7:	Lots 2, 3, 4, NE-1/4NE-1/4; SE-1.4NW-1/4, S-1/2NE-1/4 E-1/2SW-1/4 and SE-1/4	511.92
Section 8:	All	640.00
Section 9:	W-1/2W-1/2	160.00
Section 17:	All	640.00
Section 18:	Lots 1 and 2, E-1/2, E-1/2NW-1/4 and NE-1/4SW-1/4	514.67
Section 20:	NE-1/4, N-1/2NW-1/4, SE-1/4NW-1/4, N-1/2SE-1/4 and SE-1/4SE-1/4	400.00
Section 21:	NW-1/4NE-1/4; S-1/2NE-1/4, W-1/2 and SE-1/4	600.00
Section 28:	NW-1/4NE-1/4 and N-1/2NW-1/4	120.00
Township 32 North, Range 112 West, 6th P.M. Sublette County, Wyoming:		
Section 10:	Lots 1, 2 and 3	76.39
Section 11:	Lots 1, 2, 3, 4, S-1/2NE-1/4; SE-1/4NW-1/4 and N-1/2SE-1/4	324.64
Section 12:	Lots 1, 2, 3, 4, S-1/2N-1/2, N-1/2S-1/2, SW-1/4SW-1/4 and S-1/2SE-1/4	591.10
Section 13:	NE-1/4NE-1/4	40.00
Township 33 North , Range 111 West, 6th P.M., Sublette County, Wyoming:		
Section 31:	Lots 3 and 4, SE-1/4SW-1/4 and SW-1/4SE-1/4	160.08
Section 33:	SE-1/4	160.00
Section 34:	SW-1/4	160.00

[redacted] [redacted] [redacted]

Township 33 North, Range 112 West, 6th P.M. Sublette County, Wyoming:

Section 26: SW-1/4NW-1/4, SW-1/4, W-1/2SE-1/4	280.00
Section 27: NW-1/4NE-1/4; S-1/2N-1/2 and S-1/2	520.00
Section 34: N-1/2NE-1/4; SE-1/4NE-1/4	120.00
Section 35: W-1/2NE-1/4, W-1/2 and SE-1/4	560.00

124

cc: TFR
DOH
Client

STATE OF WYOMING	)	**IN THE DISTRICT COURT**
	) **SS**	
SUBLETTE COUNTY	)	**NINTH JUDICIAL DISTRICT**

Civil Action No. 6195

EOG RESOURCES, INC., a Delaware Corporation Authorized to do business in Wyoming,

Plaintiff,

vs.

MARGIE J. THOMAS, FIRST CAPITAL GROUP, LLC, FIRST NATIONAL BANK OF PINEDALE, FIRST SECURITY BANK, COMMUNITY FIRST NATIONAL BANK, and WYOMING OFFICE OF STATE LANDS & INVESTMENTS,

Defendants.

283301
RECORDED April 2 2001 2:45PM
IN BOOK 72 Misc. PAGE 124
FEES $18 PD
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
By Cathy Locken

FILED
MAR 26 2001
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT IN CONDEMNATION

The above-entitled cause came on regularly after notice was duly given for hearing on February 21, 2001 on the Complaint and Amended Complaint of Plaintiff, and the answers of Defendants, Plaintiff appearing by its attorney Drake D. Hill of Brown, Drew & Massey, LLP, Defendant Margie J. Thomas appearing by her attorney Katherine Lamere Mead of Mead & Mead, Defendant First National Bank of Pinedale by its attorney Ralph E. Wood of the Wood Law Office, Defendant Wyoming Office of State Lands and Investments by its attorney Nancy E. Vehr of the Wyoming Attorney General's Office, and Defendants First Capital Group, LLC, First Security Bank, and Community First National Bank having not appeared. Evidence was introduced on behalf of Plaintiff, and the evidence having been received, the cause was argued by counsel for the respective parties. The court, being advised as to all the matters and issues involved in the proceeding, now makes and files the following findings of fact and conclusions of law pursuant to Art.1, Section 32 of the Wyoming Constitution and WYO. STAT. § (ANN) 1-26-501 *et seq.*:

I. Findings of Fact

The Court finds that:

1. Plaintiff is a Delaware Corporation authorized to do business in Wyoming and has fully complied with the notice and other provisions of the laws of the State of Wyoming with respect to corporations and the eminent domain proceedings.

2. The interest sought to be condemned is described as follows:

> A strip of land twenty-four feet (24) in width being part of the NW1/4NE1/4, NE1/4NW1/4, SE1/4NW1/4 and SW1/4NW1/4 of Section 13; and SE1/4NE1/4, NE1/4SE1/4, NW1/4SE1/4, NE1/4SW1/4, NW1/4SW1/4, SW1/4SW1/4, and SE1/4SW1/4 of Section 22, T33N, R113W, Sublette

County, Wyoming, with the center-line described as follows:

BEGINNING at Station 0+00=816816+02.0 on the centerline of the Cottonwood Ryegrass County Road No. 23-117 where found a 3/8" x 12" steel spike;

thence N89°-40.0'W, 952.65 feet to Station P.I. 9+52.65;
thence S54°-49.0'W, 753.46 feet to Station P.I. 17+06.11;
thence S60°-57.5'W, 470.05 feet to Station P.C. 21+77.01;
thence Westerly, 484.05 feet along a circular curve to the right through a central angle of 09°-26.0' and radius of 2940.0 feet to Station P.T. 26+61.06;
thence S70°-23.5'W, 484.05 feet to Station 31+45.11 on the west line of said Section 23, N00°-02'W, 310.87 feet from the west one-quarter corner of said Section 23, described in Certified Land Corner Recordation Certificate of record in the Office of the Clerk of Sublette County;
thence continuing S70°-23.5'W, 747.20 feet to Station P.I. 38+92.31;
thence S70°-27.5'W, 913.42 feet to Station P.I. 48+05.72;
thence S71°-42.5'W, 1387.27 feet to Station P.C. 61+92.99;
thence Southwesterly, 355.01 feet along a circular curve to the left through a central angle of 12°-50.0' and a radius of 1585.00 feet to Station P.T. 65+48.00;
thence S58°-52.5'W, 755.03 feet to Station P.C. 73+03.3;
thence Westerly, 119.60 feet, more or lees, along a circular curve to the right through a central angle of 14°-30.1' and a radius of 472.50 feet, to Station 74+22.63 on the west line of the E1/2SW1/4 of said Section 22, S72°- 14.9'W, 4157.18 feet from the said west one-quarter corner of Section 23;

each "P.I." of the road marked by a 3/8" x 12" steel spike;

the base bearing for this survey is the centerline of the said Cottonwood Ryegrass County Road 23-117 between Stations 816+01.0 and 818+20.9 being N51°-06'W, 218.9 feet;

all in accordance with the plat prepared and filed in the Office of the Clerk of Sublette County Titled "PLAT OF BAR FLYING V RANCH ROAD IN SECTIONS 22 and 23, T33N, R113W, Sublette County, Wyoming."

3. It is the intention of Plaintiff, and its successors and assigns, to utilize the existing roadway at issue as it requires to access lands for the exploration, development, reworking, and production of oil, gas, and other minerals.

4. Plaintiff, for such purposes, seeks to acquire an easement with priority over all other interests in the property for ingress and egress over and across that certain tract of land located in Sublette County, Wyoming, more particularly described as follows:

A strip of land twenty-four feet (24) in width being part of the NW1/4NE1/4, NE1/4NW1/4, SE1/4NW1/4 and SW1/4NW1/4 of Section 13; and
SE1/4NE1/4, NE1/4SE1/4, NW1/4SE1/4, NE1/4SW1/4, NW1/4SW1/4, SW1/4SW1/4, and SE1/4SW1/4 of Section 22, T33N, R113W, Sublette County, Wyoming, with the center-line described as follows:

BEGINNING at Station 0+00=816816+02.0 on the centerline of the Cottonwood Ryegrass County Road No. 23-117 where found a 3/8" x 12" steel spike;

thence N89°-40.0'W, 952.65 feet to Station P.I. 9+52.65;
thence S54°-49.0'W, 753.46 feet to Station P.I. 17+06.11;
thence S60°-57.5'W, 470.05 feet to Station P.C. 21+77.01;
thence Westerly, 484.05 feet along a circular curve to the right through a central angle of 09°-26.0' and radius of 2940.0 feet to Station P.T. 26+61.06;
thence S70°-23.5'W, 484.05 feet to Station 31+45.11 on the west line of said Section 23, N00°-02'W, 310.87 feet from the west one-quarter corner of said Section 23, described in Certified Land Corner Recordation Certificate of record in the Office of the Clerk of Sublette County;
thence continuing S70°-23.5'W, 747.20 feet to Station P.I. 38+92.31;
thence S70°-27.5'W, 913.42 feet to Station P.I. 48+05.72;
thence S71°-42.5'W, 1387.27 feet to Station P.C. 61+92.99;
thence Southwesterly, 355.01 feet along a circular curve to the left through a central angle of 12°-50.0' and a radius of 1585.00 feet to Station P.T. 65+48.00;
thence S58°-52.5'W, 755.03 feet to Station P.C. 73+03.3;
thence Westerly, 119.60 feet, more or lees, along a circular curve to the right through a central angle of 14°-30.1' and a radius of 472.50 feet, to Station 74+22.63 on the west line of the E1/2SW1/4 of said Section 22, S72°- 14.9'W, 4157.18 feet from the said west one-quarter corner of Section 23;

each "P.I." of the road marked by a 3/8" x 12" steel spike;

the base bearing for this survey is the centerline of the said Cottonwood Ryegrass County Road 23-117 between Stations 816+01.0 and 818+20.9 being N51°-06'W, 218.9 feet;

all in accordance with the plat prepared and filed in the Office of the Clerk of Sublette County Titled "PLAT OF BAR FLYING V RANCH ROAD IN SECTIONS 22 and 23, T33N, R113W, Sublette County, Wyoming."

5. The taking of the easement described in Plaintiff's Complaint and Amended Complaint and sought to be condemned, is necessary to the use of Plaintiff and its successors and assigns for the exploration, development, reworking, and production of oil, gas, and other mineral interests. Such purposes are public objects, and Plaintiff and its successors and assigns will

take such interest pursuant to the Constitution of the State of Wyoming and the Wyoming Statutes.

6. There exists a public necessity for the appropriation by Plaintiff of that part of the lands owned by Defendant Thomas and in which the other Defendants have security interests, lands in the possession of Defendant Thomas, herein described, to enable Plaintiff to access lands for the exploration, development, reworking, and production of Plaintiff's oil, gas, and other mineral property interests.

7. Plaintiff has sought in good faith to purchase the interest of Defendant in and to the land sought to be condemned, and to settle with Defendants for the damages that will result from the taking of the interest, but Plaintiff was unable to make any reasonable bargain for the settlement of such damages. Shortly before the hearing on this matter, the parties were able to reach agreement on the compensation payable for interest taken and have agreed upon the sum of six thousand dollars and no cents ($6,000.00) for the taking of the interest and damages that will result from the taking of the interest.

8. No part of the property has been appropriated for any public use.

9. The Plaintiff's use of the existing roadway at issue, or the interest sought to be taken and herein described, is located in the manner that will be most compatible with the greatest public good and the least private injury.

10. The use to which Plaintiff seeks to apply the lands at issue is a public use under the Constitution and law of the State of Wyoming, and the taking of the land is necessary to such use.

11. Plaintiff is in need of immediate entry to drill its oil and gas well and if immediate entry is not granted, Plaintiff will lose its drilling rig and may not be able to secure the services of another drilling rig for months, thereby preventing Plaintiff from exploring, developing, and producing its oil, gas, and other mineral interests. Defendants have offered no argument as to why an order of immediate entry should not be granted and have not objected to immediate entry.

II. Conclusions of Law

As conclusions of law from the above findings of fact, the Court finds that:

1. Service and notice has been effected on all parties in interest and Plaintiff has complied with all laws of the State of Wyoming relating to eminent domain proceedings.

2. Plaintiff has established its entitlement to relief under the Constitution and laws of the State of Wyoming for the condemnation of the interest set forth above in the Court's findings of fact.

3. Accordingly, a judgment of appropriation and condemnation should be made and entered.

4. Pursuant to the agreement as to the compensation payable, the amount to be paid for the interest taken is six thousand dollars and no cents ($6,000.00). The Court finds that this is just compensation for the interest taken.

5. For the reasons set forth in the above findings of fact, and pursuant to WYO. STAT. § (ANN) 1-26-507(a) and (b) and Rule 71.1 of the Wyoming Rules of Civil Procedure, Plaintiff is entitled to an order of immediate entry.

6. Plaintiff's interest shall be superior to all other interests in the property and the interests of creditors shall be subject to Plaintiff's interest in the property.

7. An order and final judgment should be entered in favor of Plaintiff pursuant to Rule 54(b) of the Wyoming Rules of Civil Procedure.

III. Judgment

Pursuant to Rule 54(b) of the Wyoming Rules of Civil Procedure, the Court hereby enters judgment in favor of Plaintiff, there being no just cause for delay, and the Court enters judgment as follows:

1. Plaintiff is hereby awarded an easement having priority over other interests for ingress and egress over and across that certain tract of land located in Sublette County, Wyoming, more particularly described as follows:

> A strip of land twenty-four feet (24) in width being part of the NW1/4NE1/4, NE1/4NW1/4, SE1/4NW1/4 and SW1/4NW1/4 of Section 13; and SE1/4NE1/4, NE1/4SE1/4, NW1/4SE1/4, NE1/4SW1/4, NW1/4SW1/4, SW1/4SW1/4, and SE1/4SW1/4 of Section 22, T33N, R113W, Sublette County, Wyoming, with the center-line described as follows:
>
> BEGINNING at Station 0+00=816816+02.0 on the centerline of the Cottonwood Ryegrass County Road No. 23-117 where found a 3/8" x 12" steel spike;
>
> thence N89°-40.0'W, 952.65 feet to Station P.I. 9+52.65;
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> thence S60°-57.5'W, 470.05 feet to Station P.C. 21+77.01;
> thence Westerly, 484.05 feet along a circular curve to the right through a central angle of 09°-26.0' and radius of 2940.0 feet to Station P.T. 26+61.06;
> thence S70°-23.5'W, 484.05 feet to Station 31+45.11 on the west line of said Section 23, N00°-02'W, 310.87 feet from the west one-quarter corner of said Section 23, described in Certified Land Corner Recordation Certificate of record in the Office of the Clerk of Sublette County;
> thence continuing S70°-23.5'W, 747.20 feet to Station P.I. 38+92.31;
> thence S70°-27.5'W, 913.42 feet to Station P.I. 48+05.72;
> thence S71°-42.5'W, 1387.27 feet to Station P.C. 61+92.99;

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thence Westerly, 119.60 feet, more or lees, along a circular curve to the right through a central angle of 14°-30.1' and a radius of 472.50 feet, to Station 74+22.63 on the west line of the E1/2SW1/4 of said Section 22, S72°- 14.9'W, 4157.18 feet from the said west one-quarter corner of Section 23;

each "P.I." of the road marked by a 3/8" x 12" steel spike;

the base bearing for this survey is the centerline of the said Cottonwood Ryegrass County Road 23-117 between Stations 816+01.0 and 818+20.9 being N51°-06'W, 218.9 feet;

all in accordance with the plat prepared and filed in the Office of the Clerk of Sublette County Titled "PLAT OF BAR FLYING V RANCH ROAD IN SECTIONS 22 and 23, T33N, R113W, Sublette County, Wyoming."

2. The condemned easement shall continue for so long as Plaintiff and its successors or assigns, require for the exploration, development, reworking, and production of oil, gas or other minerals. Plaintiff and its employees, agents, representatives, and Plaintiff's contractors and service providers shall have full use of the easement for the exploration, development, reworking, and production of oil, gas or other mineral interests.

3. Pursuant to WYO. STAT. § (ANN) 1-26-507(a) and (b) and Rule 71.1 of the Wyoming Rules of Civil Procedure, Plaintiff is hereby awarded immediate use of the easement on the grounds set forth above in the Court' s findings of fact and conclusions of law, traversing over the roadway at such times as is required for the exploration, development, reworking, and production of oil, gas, or other mineral interests.

4. The sum of six thousand dollars and no cents ($6,000.00) is hereby awarded as full and final compensation for the interest taken as the full settlement and compromise of all damage to the surface of the lands traversed by the easement hereby granted.

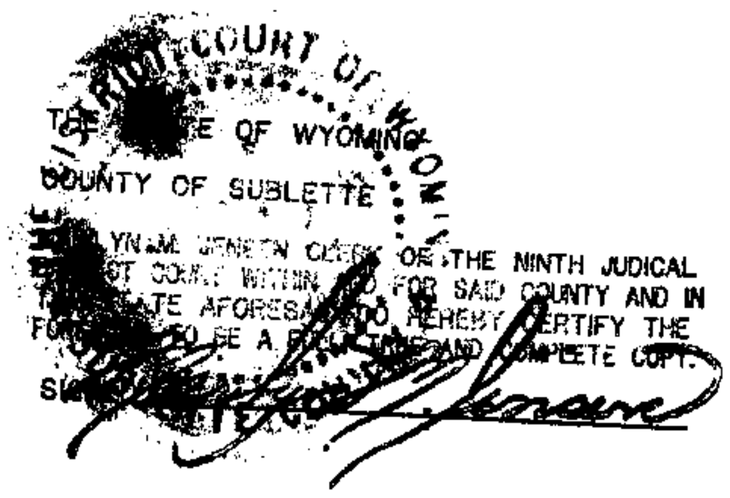
5. The Court reserves the question of how the above-referenced compensation shall be divided among the Defendants. The Court hereby directs that the parties meet in an effort to agree upon the distribution of the proceeds, and should no agreement be reached, the parties are directed to contact the Court to schedule a hearing for the resolution of how the funds will be divided among the Defendants.

6. Each party shall bear their own costs and expenses.

SO ORDERED.

BY THE COURT, entered this 26 of March, 2001.

HON. JOHN V. CROW
By Assignment From Hon.
D. Terry Rogers



Silver Sage Lot Division

Declaration of Protective Covenants, Conditions, and Restrictions

KNOWN ALL MEN BY THESE PRESENTS: That the undersigned, Jeffrey M. Thierry and Sherry K. Thierry, husband and wife, P.O. Box 224, Daniel, Wyoming, are joint tenant owners of the following described property in the County of Sublette, State of Wyoming, to-wit:

That plat of the SILVER SAGE LOT DIVISION, being part of the W1/2 NE1/4 of Section 27, T34N-R111W, Sublette County, Wyoming, to include Lot 1 consisting of 10.513 acres, and Lot 2 consisting of 2.531 acres.

1. DECALARATION
   Jeffrey M. Thierry and Sherry K. Thierry, trustees, hereby declare that all of the aforedescribed property shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the protective covenants, conditions, restrictions and easements hereafter set forth; shall run with the property and bind all parties having any legal or equitable interest in the property; and shall inure to the benefit of every owner of any part of the property.

2. CONSTRUCTION AND USE RESTRICTONS
   A. Building Type. No mobile homes, manufactured, or modular housing to be allowed on any lots.

3. ENFORCEMENT
   These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now own or may hereafter own lots described in the above lot division and such persons are specifically given and granted the right to enforce these restrictions through any proceeding in a court of jurisdiction against any person or persons violating or threatening to violate such restrictions and to recover damages suffered by them for any violation hereof.

283325

RECORDED April 3 20 01 1:05 PM
IN BOOK 73 Misc PAGE 131
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Nadine Rye

IN WITNESS WHEREOF, we have hereunto set our hands the 3 day of April, 2001,

Jeffrey M. Thierry

Sherry K. Thierry

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me by Jeffrey M. Thierry and Sherry K. Thierry, Husband and wife, to me personally known, on this 3rd day of Apr. 1, 2001.

Witness my hand and official seal.

SHARI PAPE – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8-7-04

Notary Public

[redacted] [redacted] [redacted]

CERTIFICATE OF RESOLUTION

The undersigned, being the Secretary of McMurry Energy Company, a Delaware corporation hereinafter referred to as the "Company", hereby certify that the following resolutions were duly adopted by the Board of Directors of the Company on March 6, 2001.

RESOLVED, that Mr. Gerald Steven Van Hook, also known as G. Steven Van Hook of 370 Seventeenth Street, Suite 3020, Denver, Colorado 80202 is hereby designated as the Company's true and lawful attorney-in-fact to act on behalf of the Company for the purpose of acquiring, developing, operating, selling and dealing in oil, gas and mineral properties of every kind and character and for the purpose of executing on behalf of the Company such documents as may be incidental to such purposes, including without limitation: joint venture and partnership agreements, contracts for the purchase and/or sale of mineral or oil and gas properties of whatever nature, deeds, offers to lease oil, gas or other minerals, assignments of oil and gas leases and any and all interests therein, including without limitation production payments, net profits interests, overriding royalty and working interests, bids, options, notices exercising options, farmout agreements, operating agreements, communitization agreements, unitization agreements, authorizations for expenditure for the drilling, completion and equipping of wells, pooling agreements, transfer orders, division orders, and releases of oil and gas leases; but excluding promissory notes, mortgages, deeds of trust and other evidence of indebtedness.

FURTHER RESOLVED, that this power of attorney shall be effective as of March 6, 2001 and shall remain in effect and shall be binding upon the Company as to all parties dealing with said attorney-in-fact until January 1, 2004 unless public notice of its revocation is sooner recorded in the real property records of Sublette County, Wyoming; provided that no party dealing with said attorney-in-fact shall be entitled to rely upon his authority to act on behalf of the Company after such party has received actual written notice from the Company that this power of attorney has been revoked.

FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Company shall execute and cause the recording of a Certificate of these Resolutions in the real property records of each county in which the Company has significant holdings of oil, gas or other mineral properties.

IN WITNESS WHEREOF this instrument is executed this 6th day of March 2001.

By: _____
Neil A. McMurry, a/k/a Mick McMurry, Secretary of MCMURRY ENERGY COMPANY, a Delaware corporation

283340

RECORDED April 4 2001 4:20PM
IN BOOK 72 Misc. PAGE 133
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zueton

STATE OF Wyoming)
) SS.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 6th day of March 2001, by Neil A. McMurry, a/k/a Mick McMurry, Secretary of McMurry Energy Company, a Delaware corporation on behalf of the corporation.

Witness my hand and official seal.

My commission expires:

6 April 2003
(S E A L)

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

Thomas R Blevins
Notary Public
Address P.O. Box 3003
Casper, WY 82602

J:\Thompson\McMurry Energy Company\Corporate\Certificate of Resolution.wpd

AFFIDAVIT OF SURVIVORSHIP

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

Louise I. Sommer, being first duly sworn upon her oath, according to law, deposes and says:

1. That she is a resident of the County of Lake, State of Illinois and is an adult person.

2. That this affidavit is made pursuant to authorization of law and concerns the following described real property and premises situate in the County of Sublette, State of Wyoming, to-wit:

Lot 86, Block 2, 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.

3. That by Warranty Deed dated June 25, 1970, and filed for record in the office of the Sublette County Clerk on the 9th day of October 1970 in Book 15 of Warranty Deeds at Page 36, Fay C. Barger and Anne Barger, husband and wife, of the County of Sublette , State of Wyoming being then the holder of a fee simple estate in the above described property, did convey and warrant said interest unto Emil Sommer and Louise I. Sommer, husband and wife, as joint tenants and not as tenants in common.

4. That Emil Sommer is deceased, and that said Emil Sommer died on August 24, 1997 in Lake Zurich, County of Lake, and State of Illinois.

5. That the joint tenancy of Emil Sommer and Louise I. Sommer in and to the above described real estate and premises did terminate at the death of Emil Sommer, by operation of law; and by operation of law the aforesaid estate did vest entirely in Louise I. Sommer at the time of death of Emil Sommer.

6. That I am the same Louise I. Sommer listed as grantee in said warranty deed.

DATED this 2 day of April, 2001.

RECORDED Apr 5 2001 3:00 PM
IN BOOK 72 MISC PAGE 135
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

283356

Louise I. Sommer

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

The foregoing **Affidavit of Survivorship** was acknowledged before me by Louise I. Sommer, this 02 day of APRIL, 2001.

WITNESS MY HAND AND OFFICIAL SEAL

OFFICIAL SEAL
MUSTAFA A KHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/26/04

NOTARY PUBLIC

My Commission Expires:

AGREEMENT AND AFFIDAVIT REGARDING FENCE LOCATIONS

William M. Barney and Ann Wells Barney (hereinafter sometime referred to collectively as "BARNEY"), husband and wife, of Big Piney, Sublette County, Wyoming, and Green River Ranch Limited Liability Company, acting through its President, Robert P. Barnes of Salt Lake City, Salt Lake County, Utah, (hereinafter sometimes referred to as "BARNES"), being duly sworn upon their oath according to law do depose and say as follows:

1. That BARNEY is the owner of certain real property in Sublette County, Wyoming, more particularly described as follows:

T31N, R110W

Section 21 – Lot 9

Section 27 – Lots 2 and 3

Section 28 – Lot 1, SW¼NE¼, E½W½, NW¼NW¼, W½SE¼

Section 33 – NE¼ excepting a tract of record in Book 35 of Deeds on Page 165 and other lands.

2. That BARNES is the owner of certain real property in Sublette County, Wyoming, more particularly described as follows:

T31N, R110W

Section 21 – Lots 1, 2, 7 and 10

Section 28 – SE¼NE¼, E½SE¼

Section 27 – Lots 1, 5, 6, 7, 8, 9 and NE¼NW¼, W½W½W½E½

Section 34 – Lots 1, 2, 4, 5, 8, and W½W½W½NE¼, W½SE¼

3. That these lands are described by aliquot parts and lots of sections in accordance with the original General Land Office Survey Plat of said T31N, R110W by J.E. Shannon in 1982 and intermingle.

4. That the corners of the above-described lands have been monumented by Surveyor Scherbel, Ltd., of Big Piney, Wyoming, and have been examined by both parties on the ground and in the field and are accepted by both parties as the true location of the corners of the above described lands.

5. Furthermore, both parties agree that the lines between the corners marking the above-described lands are the true property boundaries.

6. That both parties have noted by personal examination that the extant fence lines are not identical with the said boundary lines.

7. That both parties agree that the extant fences are for convenience only and do not mark the true boundary lines.

8. That both parties agree that either party may rebuild or relocate the fences on the true boundary lines by giving thirty (30) days notice to the other party and that the maintenance of the extant fences is the subject of a separate agreement.

283457

RECORDED Apr 16, 2001 3:30 PM
IN BOOK 72 MISC PAGE 137
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

9. That this agreement is signed and made of public record to preclude any claim of adverse possession, now and in the future, based upon the location of the extant fences.

FURTHER YOUR AFFIANTS SAYETH NOT.

DATED this 12 day of April, 2001

William M. Barney
William M. Barney

Ann Welles Barney
Ann Welles Barney

DATED this 12 day of April, 2001.

GREEN RIVER RANCH LIMITED LIABILITY COMPANY

BY: Robert P. Barnes
Robert P. Barnes
President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing ***Agreement and Affidavit Regarding Fence Locations*** was acknowledged before me by William M. Barney and Ann Wells Barney, this 12 day of April, 2001.

WITNESS MY HAND AND OFFICIAL SEAL

WENDY J. LUCKOW - Notary Public
County of Sublette State of Wyoming
My Commission Expires 9-16-01

Wendy J. Luckow
NOTARY PUBLIC

My Commission Expires: 9-16-01

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

The foregoing ***Agreement and Affidavit Regarding Fence Locations*** was acknowledged before me by Green River Ranches Limited Liability Company acting through its President, Robert P. Barnes, this 1 day of February, 2001.

WITNESS MY HAND AND OFFICIAL SEAL

Lisa Hadley Dent
NOTARY PUBLIC

My Commission Expires:
Feb. 26, 2003

NOTARY PUBLIC
LISA HADLEY DENT
322 E. 12300 So.
Draper, UT 84020
COMMISSION EXPIRES
FEB. 26, 2003
STATE OF UTAH

CAUTION: NOT :D FOR IDENTIFICATION PURPOSES | THIS IS AN IMP: CORD. SAFEGUARD I: | ANY ALTER SHADED AREAS R: RM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME *(Last, First, Middle)*	2. DEPARTMENT, COMPONENT AND BRANCH	3. SOCIAL SECURITY NO.

4.a. GRADE, RATE OR RANK	4.b. PAY GRADE	5. DATE OF BIRTH *(YYMMDD)*	6. RESERVE OBLIG. TERM. DATE Year / Month / Day

7.a. PLACE OF ENTRY INTO ACTIVE DUTY	7.b. HOME OF RECORD AT TIME OF ENTRY *(City and state, or complete address if known)*

8.a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND	8.b. STATION WHERE SEPARATED

9. COMMAND TO WHICH TRANSFERRED	10. SGLI COVERAGE ☐ None Amount: $

11. PRIMARY SPECIALTY *(List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.)*

283478

RECORDED April 17 2001 2:30PM
IN BOOK 72 Misc. PAGE 544
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
a. Date Entered AD This Period			
b. Separation Date This Period			
c. Net Active Service This Period			
d. Total Prior Active Service			
e. Total Prior Inactive Service			
f. Foreign Service			
g. Sea Service			
h. Effective Date of Pay Grade			

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED *(All periods of service)*

14. MILITARY EDUCATION *(Course title, number of weeks, and month and year completed)*

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

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

18. REMARKS

19.a. MAILING ADDRESS AFTER SEPARATION *(Include Zip Code)*	19.b. NEAREST RELATIVE *(Name and address - include Zip Code)*

20. MEMBER REQUESTS COPY 6 BE SENT TO DIR. OF VET AFFAIRS ☐ Yes ☐ No	22. OFFICIAL AUTHORIZED TO SIGN *(Typed name, grade, title and signature)*
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)*	
25. SEPARATION AUTHORITY	26. SEPARATION CODE	27. REENTRY CODE
28. NARRATIVE REASON FOR SEPARATION		
29. DATES OF TIME LOST DURING THIS PERIOD		30. MEMBER REQUESTS COPY 4 Initials

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

544

Turn to page 544
It is out of order

139

AFFIDAVIT OF POSSESSION, USE AND OCCUPANCY

State: Wyoming

County: Sublette

Affiant: LARRY R. ALLEN

Affiant's Address: BOX 101
BIG PINEY, WY 83113

Affiant on oath swears that the following statements are true:

My name is LARRY R. ALLEN. I am over the age of 51. I am personally acquainted with the possession, use and occupancy of the following described lands (the "Lands") located in Sublette County, Wyoming:

Township 28 North, Range 112 West, 6th P.M.
Section 35: NW/4SE/4

I know from my own personal knowledge that on or about the year 1988, Midway Ranches Limited Partnership acquired the Lands from John B. and Dee Ann Phillips, who were in open, peaceable and undisputed possession of the Lands. Midway Ranches Limited Partnership and its predecessors-in-interest, going back to Yose Cattle Company, have used and occupied the Lands, placing improvements on them, maintaining fences with clearly marked boundaries of the Lands and performed all of the usual acts of ownership for more than 11 years combined.

I have no personal knowledge of adverse claims made against Midway Ranches ~~Limited~~ Partnership or its predecessors-in-interest with regard to the ownership and possession of the Lands.

RECORDED April 18 2021 8:50AM
IN BOOK 72 Misc PAGE 139
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

283489

AFFIANT:

Larry R Allen

STATE OF WYOMING
COUNTY OF SUBLETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me the 12th day of January, 2000 by Larry R. Allen.

Witness my hand and official seal

My Commission Expires:

29 April 2004

PAUL N. SCHERBEL - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires April 29, 2004

Notary Public

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Civil No. 6185

ANNE E. BARGER FAMILY TRUST, Plaintiff, vs. JEFFREY M. YOUNG, PATRICIA E. YOUNG, all unknown heirs, devisees, legatees, 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 MAR 14 2001 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.

283544

RECORDED April 19 2001 3:15pM
IN BOOK 72 Misc. PAGE 140
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Jacks

140

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The following named Defendants:

JEFFREY M. YOUNG; PATRICIA E. YOUNG; all unknown heirs, devisees, legatees, creditors, and successors of said persons; and all other persons claiming any estate or interest in, or lien upon, the real property and premises which are the subject matter of this action and are described herein,

have no claim whatsoever to any right, title, interest or estate in or to the lands and premises described as:

Lot27, Block 3, Barger Subdivision, Second Filing, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining.

2. Plaintiff, ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, Frances Steinmetz, Trustee, 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 14th day of March, 2001.

District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
MARILYN M. JESSEN, CLERK OF THE NINTH JUDICAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY THE FOREGOING IS A TRUE AND COMPLETE COPY.

PREPARED BY:

Van Graham
Attorney at Law
P.O. Box 1060
Boiling Springs, North Carolina 28017
704-482-8602

[redacted] [redacted] [redacted]

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
)SS
COUNTY OF LINCOLN)

Before me, the undersigned authority, this day personally appeared **ELAINE C. CHILD** who after by me first being duly sworn deposes and says:

1. Affiant is more than twenty-one (21) years of age, is sui juris, and has personal knowledge of each and every statement contained herein.

2. This affidavit is given pursuant to §34-6-102 W.S. (1977) to evidence the death of Doyle F. Child and to evidence the transfer to affiant by operation of law of the entire ownership of that certain mortgage described in paragraph three (3) herein.

3. By Mortgage dated July 30, 1991 and recorded August 5, 1991 in Book 54 of Mortgages at Page 13, Instrument Number 233881 in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, Karen Goodall Fernsten, a single woman, Mortgagor, mortgaged to Doyle F. Child and Elaine C. Child, husband and wife, of P O Box 248, Afton, Wyoming 83110, as Mortgagee, the following described property situate in Sublette County and State of Wyoming, to-wit:

> Lot 4, Rim Road No. 2 Hoback Ranch Subdivision, as platted and filed in the office of the Sublette County Clerk, Pinedale, WY 82941.

4. The said Doyle F. Child died on the 23rd day of February, 1996 at Afton, Lincoln County, Wyoming. A copy of the official certificate of death of Doyle F. Child, a/k/a Francis Doyle Child, certified to as true and correct by the public authority in which the original of said certificate is a matter of record, is attached hereto as Exhibit "A", and by this reference made a part hereof.

283545

RECORDED Apr 19 2001 3:25P M
IN BOOK 72 MISC PAGE 142
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

By reason of the death of Doyle F. Child the entire ownership to the said Mortgage is thereby vested in Elaine C. Child, affiant herein and the wife of Doyle F. Child.

Dated this 18th day of April, 2001.

Elaine C. Child
ELAINE C. CHILD

Sworn to and subscribed before me this 18th day of April, 2001.

Saundra J. Merritt Notary Public
County of Lincoln State of Wyoming
(SEAL)
My Commission Expires: 3-8-05

Saundra J. Merritt
NOTARY PUBLIC

My commission expires: March 8, 2005

EXHIBIT [redacted]

SEAL

010213

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

Date Issued: FEB 14 2001

Deputy State Registrar

This copy is not valid unless it bears a raised seal and is produced on multicolored security paper.

#9

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

96-00400

STATE FILE NUMBER

LOCAL FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

1. DECEDENT-NAME: First FRANCIS; Middle DOYLE; Last CHILD
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): FEBRUARY 23, 1996
4. SOCIAL SECURITY NUMBER: 520-18-1698
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.): MARCH 9, 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): 409 MONROE ST.
7c. CITY, TOWN, OR LOCATION OF DEATH: AFTON
7d. COUNTY OF DEATH: LINCOLN

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): ELAINE CLARK
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): REAL ESTATE/INSURANCE
12b. KIND OF BUSINESS OR INDUSTRY: INSURANCE
13a. RESIDENCE - STATE: WYOMING
13b. COUNTY: LINCOLN
13c. CITY, TOWN OR LOCATION: AFTON
13d. STREET AND NUMBER: 409 MONROE ST.
13e. INSIDE CITY LIMITS? (Specify yes or no): YES
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - if yes, specify Cuban, Mexican, Puerto Rican, Etc.): No ☒ Yes ☐ (Specify)
15. RACE - American Indian, Black, White, Etc. (Specify): WHITE
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+): 1 PLUS

17. FATHER'S NAME: First HORACE; Middle EZRA; Last CHILD
18. MOTHER'S NAME: First ELIZA; Middle JANE; Maiden Surname TAGGART

19a. INFORMANT-NAME (Type or Print): ELAINE CLARK CHILD
19b. RELATIONSHIP TO DECEDENT: WIFE
19c. MAILING ADDRESS - STREET OR R.F.D. NUMBER: P. O. BOX 248; CITY OR TOWN: AFTON; STATE: WYOMING; ZIP CODE: 83110

20a. Burial, Cremation, Removal from State, Other (Specify): BURIAL
20b. DATE (Mo., Day, Yr.): FEBRUARY 26,1996
20c. CEMETERY OR CREMATORY-NAME: AFTON CEMETERY
20d. LOCATION - CITY OR TOWN: AFTON, STATE: WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): [signature]
Number
21b. NAME OF FACILITY: SCHWAB MORTUARY
Number: 45
21c. ADDRESS OF FACILITY: 44 E. FOURTH AVENUE

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.): Feb 24 1996
22c. HOUR OF DEATH: 5 39 M
23a. 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): O. D. PERKES MD. 110 HOSPITAL LANE, AFTON, WYOMING 83110

25a. REGISTRAR (Signature): [signature]
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 2-26-96

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. Metastatic Lymphoma To Central Nervous System — Approximate Interval Between Onset and Death: 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):
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: ☒ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Could not be Determined ☐ Homicide
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

FEB 29 1996

144

EASEMENT AND AGREEMENT CONCERNING WATER DELIVERY SYSTEM

(Seven Mile River Ranch)

This Easement and Agreement Concerning Water Delivery System is entered into to be effective as of the 19 day of APRIL, 2001, by and between ~~Blaine~~ Blane A. Woodfin and Julie Woodfin, husband and wife, of 665 Tanglewood Trail NW, Atlanta, Georgia 30327 (collectively "Woodfin") and Seven Mile River Ranch Owners Association, a Wyoming non-profit corporation of Daniel, Wyoming (the "Association").

RECITALS

WHEREAS, Woodfin owns Parcel 19 of Seven Mile River Ranch more particularly described on Exhibit A attached hereto and by this reference incorporated herein ("Parcel 19"); and

WHEREAS, the Association desires to install a water delivery system, including an intake system, a pump and an underground pipeline across a portion of Parcel 19 to convey water from the Green River through the pipeline and a certain ditch into Failer Creek for the benefit of the Association members; and

WHEREAS, a map depicting the location of the intake system, the pump, pipeline and ditch is attached hereto as Exhibit B and incorporated herein by this reference (the "Map"); and

WHEREAS, the Association shall secure permits to appropriate and convey the water from the Green River through the pipeline and ditch into Failor Creek from the State of Wyoming; and

WHEREAS, Woodfin has agreed to grant an easement over and across a portion of Parcel 19 in accordance with the agreements contained herein; and

WHEREAS, the parties desire to memorialize their agreements concerning the development of the water delivery system and the installation, repair and maintenance of the water delivery system in writing.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the parties agree as follows:

1. Easement to Association. Woodfin does hereby grant and convey to the Association an easement to lay out, construct, install, inspect, operate, maintain, replace and repair a water delivery system, including utilities, valves, pumps and pipelines for the benefit of and appurtenant to the Seven Mile River Ranch for the use by the Association, its successors and assigns, over, under and across portions of Parcel 19 more particularly described on

283581

RECORDED April 24 2001 1:20 PM
IN BOOK 72 Misc. PAGE 145
FEES $ 18.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

Exhibit C attached hereto and incorporated herein by this reference (the "Easement Area") and as depicted by the Map.

2. Construction and Maintenance. The Association shall install the pump, utilities and bury the waterline from the intake area in the locations depicted on the Map and shall repair any damage to the land. The Association shall pay the cost to install, repair, maintain and replace the water delivery system, including any electricity charges. The Association shall take the necessary action, file the necessary documents and provide assurances to perfect the necessary water rights with the State Engineers Office.

3. Appurtenant Easements to Run With the Land. The easement granted and covenants contained herein shall be appurtenant to the properties described herein and shall be deemed and construed to be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties of this agreement, their respective heirs, successors and assigns.

4. Documents and Assurances. The parties shall execute all reasonable documents and provide the necessary assurances reasonably requested by each other to carry out the purposes and intents of this agreement. In particular but not by way of limitation, the parties shall file the necessary application and information with the Wyoming State Engineer's office to appropriate and to divert the water.

5. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming.

6. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind prior to the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

7. Modification of Agreement. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only, if evidenced in writing, signed by each party or an authorized representative of each party.

8. Enforcement. This Agreement may be enforced by the parties, their successors and assigns. In the event that legal action is initiated to enforce the terms and conditions of this agreement, the prevailing parties shall be entitled to recover its reasonable costs and attorney's fees incurred in connection therewith from the defaulting party.

[I n t e n t i o n a l l y L e f t B l a n k]

IN WITNESS WHEREOF, the parties have executed this Easement and Agreement Concerning Water Delivery System to be effective as of the date above written.

WOODFIN:

~~Blaine~~ A. Woodfin

Blaine Julie Woodfin

Julie Woodfin

THE ASSOCIATION:

Seven Mile River Ranch Owners Association, a Wyoming non-profit corporation

BY: _____

its MGR

My Commission Expires: 1/19/04

STATE OF Georgia)
) ss.
COUNTY OF Forsyth)

The foregoing instrument was acknowledged before me by Blaine A. Woodfin and Julie Woodfin this 21 day of March, 2001.

Witness my hand and official seal.

Angelia Johnson
Notary Public

ANGELIA JOHNSON NOTARY PUBLIC FORSYTH COUNTY, GA My Comm. Exp. January 19, 2004

My Commission Expires:

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ronald Saypol as Manager of Seven Mile River Ranch Owners Association, a Wyoming non-profit corporation, this 19 day of April, 2001.

Witness my hand and official seal.

LINDA HAINS RUSSO - NOTARY PUBLIC County of Teton State of Wyoming My Commission Expires 2/03/02

L H Russo
Notary Public

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.

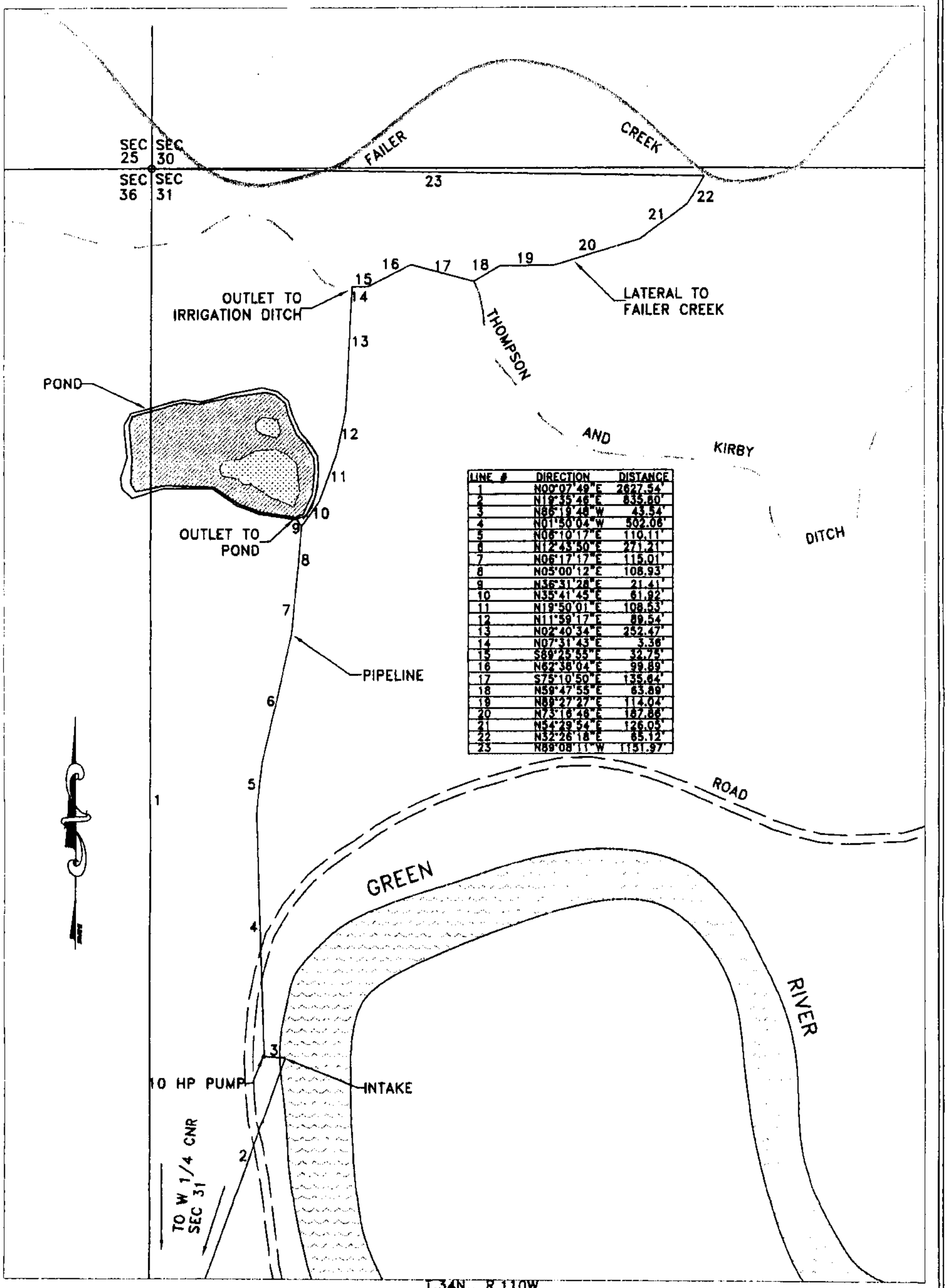
The above described points and intersections being marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS 3831".

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

F:\1997\97185\97185leg\parcel new\7MI_NR19.WPD v 1.0 2/25/99

EXHIBIT A



LINE #	DIRECTION	DISTANCE
1	N00°07'49"E	2627.54'
2	N19°35'46"E	835.80'
3	N86°19'48"W	43.54'
4	N01°50'04"W	502.06'
5	N06°10'17"E	110.11'
6	N12°43'50"E	271.21'
7	N06°17'17"E	115.01'
8	N05°00'12"E	108.93'
9	N36°31'28"E	21.41'
10	N35°41'45"E	61.92'
11	N19°50'01"E	108.53'
12	N11°59'17"E	89.54'
13	N02°40'34"E	252.47'
14	N07°31'43"E	3.36'
15	S89°25'55"E	32.75'
16	N62°38'04"E	99.89'
17	S75°10'50"E	135.64'
18	N59°47'55"E	63.89'
19	N89°27'27"E	114.04'
20	N73°16'48"E	187.86'
21	N54°29'54"E	126.05'
22	N32°26'18"E	65.12'
23	N89°08'11"W	1151.97'

T.34N., R.110W.

LOCATION MAP

SCALE: 1"=200'

PAGE: 1 OF 8
JOB NO. 2762
DATE: 1/06/01
CHECKED BY: RVE
DRAWN BY: CEE
DESIGNED BY: RVE

SEVEN-MILE RIVER RANCH
SUPPLEMENTAL WATER SUPPLY PROJECT
LOCATION MAP
SUBLETTE COUNTY, WYOMING

RIO VERDE ENGINEERING
(307) 367-2826
FAX# (307)-367-2546 PINEDALE, WYOMING

EXHIBIT B

PIPELINE AND DITCH EASEMENT

A pipeline easement 20 feet in width being 10 feet on each side of the following described centerline located in the W1/2 NW1/4 Section 31, T.34N., R.110W., of the 6th Principle Meridian, Sublette County, Wyoming being more particularly described as follows:

Beginning at a point that is located N19°35'46"E, 835.80 feet from the W1/4 of said Section 31, which basis of bearing is N00°07'49"E, 2627.54 feet to the NW corner of said Section 31.

Thence from said point of beginning N86°19'48"W, 43.54 feet;

Thence N01°50'04"W, 502.06 feet;

Thence N06°10'17"E, 110.11 feet;

Thence N12°43'50"E, 271.21 feet;

Thence N06°17'17"E, 115.01 feet;

Thence N05°00'12"E, 108.93 feet to a point of intersection from which a stub pipeline extends N36°31'28"W, 21.41 feet;

Thence from said point of intersection continuing along main pipeline N35°41'45"E, 61.92 feet;

Thence N19°50'01"E, 108.53 feet;

Thence N11°59'17"E, 89.54 feet;

Thence N02°40'34"E, 252.47 feet to the end of said pipeline and to a point of intersection with the Thompson and Kirby Ditch and from which a ditch easement 30 feet in width being15 feet on each side of the following described centerline continues N07°31'43"E, 3.36 feet;

Thence S89°25'55"E, 32.75';

Thence N62°38'04"E, 99.89 feet;

Thence S75°10'50"E, 135.64 feet to a point of diversion from the Thompson and Kirby Ditch;

Thence from said point of diversion N59°47'55"E, 63.89 feet through a lateral to Failer Creek;

EXHIBIT C
Page 1

Thence along said lateral N89°27'27"E, 114.04 feet;

Thence N73°16'46"E, 187.86 feet;

Thence N54°29'54"E, 126.05 feet;

Thence N32°26'18"E, 65.12 feet to Failer Creek and end of said ditch easement from which said NW corner of Section 31 bears N89°08'11"W, 1151.97 feet.

Rio Verde Engineering
Job No. 2762
February 8, 2001

Exhibit C
Page 2

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE DETERMINATION OF HEIRSHIP OF CLARA L. CHAMBERS, Deceased.	)	Probate No. 1724

FILED

JUL 25 2000

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING

DECREE OF DETERMINATION OF HEIRSHIP AND INTEREST IN LAND

ON THE 24th day of March, 2000, the above captioned matter came regularly before this Court for hearing pursuant to prior assignment and Order on the Petition For Determination Of Heirship and Interest in Land as heretofore filed herein by the Petitioner, and the Court having reviewed the file of record and being duly advised in the premises makes the following findings:

FINDINGS OF FACT

1. That the aforesaid Petition, as heretofore filed herein, is sufficient and complete and in accordance with the law, under W.S. § 2-9-201.

2. That due and proper notice of the hearing of this matter was given in accordance with prior order of this Court; that there is on file of record herein an Affidavit of Publication of Notice, showing compliance with W.S. 2-9-202, and there is also on file of record herein an Affidavit of Mailing, showing due compliance with W.S. 2-9-202, and W.S. 2-7-205.

3. That there is on file of record herein an Affidavit of the Attorney of Record reflecting that no Inheritance Tax is due to the State of Wyoming by the above captioned estate, or on account of the death of the above named decedent.

4. That the above named decedent died February 25, 1997.

5. That more than two years have elapsed since the date of death of decedent.

283583

RECORDED April 24 2001 1:50pm
IN BOOK 72 Misc. PAGE 152
FEES $ 10.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Socha

6. That the decedent died seized of an interest in land located in Sublette County, Wyoming, to-wit:

An undivided 1/7 interest in the following real property:

Lots 10, 11 and 12, Block 44 of the Townsite of Marbleton, Sublette County, Wyoming, as said lots are laid down and described on the official plat of said townsite, duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith;

SUBJECT, however, to all mining, mineral and other exceptions, reservations, covenants, conditions and rights of way of record.

7. That there has been no previous record judicial determination of the decedent's heirs or the right of decedent of the aforesaid real property interest.

8. That the heirs-at-law of the decedent upon the decedent's date of death, and the degree of kinship of each to the decedent, are as follows:

Mrs. Jean E. Sterling, daughter
18 Persian Blvd.
Pottsboro, TX 75076

Arnold E. Chambers, son
330 High Street
Mineral Point, WI 53565

David J. Chambers, son
14060 Cty Highway G
Darlington, WI 53530

Marilyn M. Chambers, daughter
11054 Cty Highway G
Darlington, WI 53530

9. That no objections, written or oral, have been filed with the Court by any party whomsoever, as to the above captioned cause.

Based upon the aforesaid, the Court makes the following:

CONCLUSIONS OF LAW

1. That the Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. That the file of record herein is complete and meets all the requirements of W.S. 2-9-201, 2-9-202 and 2-9-203 for the relief prayed for in the petition.

3. That the Petitioner is entitled to relief as prayed for in the Petition heretofore filed herein.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the decedent, Clara L. Chambers, died on the 25th day of February, 1997.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that it is apparent from the documents on file herein, that no inheritance tax or estate tax is chargeable against the

estate and therefore the filing of a Receipt is hereby excused.

IT IS FURTHER ORDERED, ADJUDICATED AND DECREED that at the aforesaid date of death of the aforesaid decedent, she left surviving her as her sole heirs-at-law:

Mrs. Jean E. Sterling, daughter
David J. Chambers, son
Arnold E. Chambers, son
Marilyn M. Chambers, daughter

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following named persons are the present owners of a fee simple interest in the following described real estate in the percentages or fractions of interest thereof, to-wit:

> Lots 10, 11 and 12, Block 44 of the Townsite of Marbleton, Sublette County, Wyoming, as said lots are laid down and described on the official plat of said townsite, duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith;
>
> SUBJECT, however, to all mining, mineral and other exceptions, reservations, covenants, conditions and rights of way of record.

said persons, and their respective fractional shares being:

To: Mrs. Jean E. Sterling a 1/28th interest therein;
To: David J. Chambers a 1/28th interest therein;
To: Arnold E. Chambers a 1/28th interest therein; and
To: Marilyn M. Chambers a 1/28th interest therein.

DATED this 24th day of July, 2000.

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

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE)
)
OF) Probate No. 1715
)
WALTER C. WEBER, deceased)

FILED

JUL 26 2000

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
By Marilyn Jensen

DECREE OF DISTRIBUTION OF REAL PROPERTY

On this 24th day of July, 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, Betty L. Weber, and also filed by all of the other heirs of the decedent, 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 Applications, as heretofore filed herein are sufficient and complete and in accordance with law, under W.S. 2-1-205.

2. That due and proper notice of the Application of Betty L. Weber has been given in accordance with W.S. 2-1-205(c); that there is one 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 on the 4th day of January, 1994, at 11762 Center Hill Rd., Darlington, Lafayette County, Wisconsin, his place of last residence. Therefore, thirty (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 the Applicants, Betty L. Weber, Claude Weber, Lee Weber, Kristine Schwartz, Daryle Weber, Monica Weber and Stephanie Barger are the heirs of the decedent, Walter C. Weber and entitled to be the distributees in the event of intestate succession. The said Applicants are entitled to receipt of distribution of the decedent's interest in the real property hereinafter described.

283584

RECORDED April 24 2001 1:52 PM
IN BOOK 72 Misc. PAGE 155
FEES $ 10.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

7. That the decedent died seized of a 1/7th undivided interest in land located in Sublette County, Wyoming, which is the real property being claimed by the Applicants in said Applications, which is located in Sublette County, Wyoming, and more particularly described as follows:

> Lots Ten (10), Eleven (11) and Twelve (12), Block Forty-four (44) of the Townsite of Marbleton, Sublette County, Wyoming, as said lots are laid down and described on the official plat of said townsite, duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith; SUBJECT, however, to all mining, mineral and other exceptions, reservations, covenants, conditions or rights of way of record.

8. That attached to said Applications are copies of a sworn report of appraisal, the original of which is filed herein, stating that the total value of the real property at the time of death of the decedent was less than Twenty-one Thousand Dollars ($21,000.00). Therefore, the decedent owning only a one-seventh interest in the subject property, decedent's interest in said property was less than Three Thousand Dollars ($3,000.00).

9. That no objections, written or oral, have been filed with the Court by any party whomsoever, as to the above-captioned cause.

Based upon the aforesaid, the Court makes the following:

CONCLUSIONS OF LAW

1. That the Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. That the file of record herein is complete and meets all the requirements of W.S. 2-1-205 for the relief prayed for in the Applications.

3. That it appears to the Court that the facts set forth in the Applications are not in dispute.

4. That the Applicants are entitled to relief as prayed for in their Applications heretofore filed herein.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the decedent, Walter C. Weber, died on the 4th day of January, 1994.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that it is apparent from the documents on file herein, that no inheritance tax or estate tax is chargeable against the estate and therefore the filing of a receipt is hereby excused.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that at the aforesaid date of death of the aforesaid decedent, he did not leave a Last Will and Testament; and that the heirs at law and their respective interest and right to decedent's property according to intestate succession are as follows: Betty L. Weber, (1/14); Claude Weber, (1/84); Lee Weber, (1/84); Kristine Schwartz, (1/84); Daryl Weber, (1/84); Monica Weber, (1/84); and Stephanie Barger, (1/84).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that decedent died owning a 1/7th undivided interest in the real property hereinafter described. Therefore, said heirs are hereby granted the 1/7th interest held by the decedent, Walter C. Weber, in and to the following described real estate, in the following interests, to-wit:

> Lots Ten (10), Eleven (11) and Twelve (12), Block Forty-four (44) of the Townsite of Marbleton, Sublette County, Wyoming, as said lots are laid down and described on the official plat of said townsite, duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith; SUBJECT, however, to all mining, mineral and other exceptions, reservations, covenants, conditions or rights of way of record.

To: Betty L. Weber, a 1/14th interest;
To: Claude Weber, a 1/84th interest;
To: Lee Weber, a 1/84th interest;
To: Kristine Schwartz, a 1/84th interest;
To: Daryl Weber, a 1/84th interest;
To: Monica Weber, a 1/84th interest; and
To: Stephanie Barger, a 1/84th interest.

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 _____

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE	)	
	)	
OF	)	Probate No. 1725
	)	
HAZEL H. CAMPBELL, Deceased	)	

FILED

JUL 26 2000

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

ORDER

On the 20th day of March, 2000, the above matter came on for hearing before the Court, pursuant to Assignment and Order on the Petition of Arnold E. Chambers, Petitioner, seeking to have probate proceedings conducted in the Probate Court in the State of Wisconsin in and for Lafayette County, in the estate of the above-named decedent admitted in this Court as probate of said estate and 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 FACTS

1. That the certified copies of the proceedings had in the Probate Court of the State of Wisconsin in and for Lafayette County, as filed with the aforesaid Petition, are sufficient and in accordance with the requirements of W.S. 2-11-201.

2. That the aforesaid decedent died seized of certain assets located in the County of Sublette, State of Wyoming.

3. That said assets were not in excess of Seventy Thousand Dollars ($70,000.00) at the date of death of the decedent.

4. That due and proper notice of these proceedings has been given, and in accordance with W.S. 2-11-201, and proof thereof by Affidavit of Publication is on file of record herein.

5. That as reflected in the Court file in the State of Wisconsin and from the documents on file herein, it is evident that no inheritance tax return form 706 is required to be filed with the Internal Revenue Service and therefore, no inheritance tax is due the State of Wyoming.

283585

RECORDED April 24 2001 1:50 PM
IN BOOK 72 Misc. PAGE 158
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

6. That no objections, written or oral, have been presented to the Court by a creditor of the decedent, or by any other party whomsoever, to the admission of the aforesaid probate proceedings to record in this Court.

Based upon the aforesaid, the Court makes the following:

CONCLUSIONS OF LAW

1. That the Court has full and complete jurisdiction of the subject matter and all interested parties in this cause.

2. That the file of record herein is complete and meets all the requirements of W.S. 2-11-201 for the relief prayed for in the Petition.

3. That the Petitioner is entitled to relief as prayed for in the Petition heretofore filed.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the certified copies of the proceedings in the estate of the above-named decedent had and conducted in the Probate Court of the State of Wisconsin, in and for the Lafayette County, as filed with Petitioner's Petition herein, be and the same hereby are admitted to record in this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said certified copies shall from this day forward be considered and treated as original proceedings in this Court, and shall be conclusive evidence of the facts therein shown.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that it is apparent from the documents on file herein, that no inheritance tax or estate tax is chargeable against the estate and therefore the filing of a receipt is hereby excused.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said decedent died owning a 1/7th undivided interest in the real property hereinafter described and therefore, the following named heirs are hereby granted the one-seventh (1/7th) interest held by the decedent, Hazel H. Campbell, in and to the following described real estate in the percentages or fractions of interest thereof, to-wit:

To: Hattie A. Moore, a 1/5th of the 1/7th interest, which equals to a 1/35th interest in;

To: Dorothy M. Weber, a 1/5th of the 1/7th interest, which equals to a 1/35th interest in;

To: Emma A. Colbeck, a 1/5th of the 1/7th interest, which equals to a 1/35th interest in;

To: Claude Weber, a 1/30th of the 1/7th interest, which equals to a 1/210th interest in;

To: Lee Weber, a 1/30th of the 1/7th interest, which equals to a 1/210th interest in;

To: Daryl Weber, a/k/a Darryl Weber, a 1/30th of the 1/7th interest, which equals to a 1/210th interest in;

To: Monica Weber, a 1/30th of the 1/7th interest, which equals to a 1/210th interest in;

To: Kristine Schwartz, a 1/30th of the 1/7th interest, which equals to a 1/210th interest in;

To: Stephanie Barger, a 1/30th of the 1/7th interest, which equals to a 1/210th interest in;

To: Arnold Chambers, a 1/20th of the 1/7th interest, which equals to a 1/140th interest in;

To: David J. Chambers, a 1/20th of the 1/7th interest, which equals to a 1/140th interest in;

To: Marilyn Chambers, a 1/20th of the 1/7th interest, which equals to a 1/140th interest in; and

To: Jean Sterling, a 1/20th of the 1/7th interest, which equals to a 1/140th interest in;

the following identified real property:

Lots Ten (10), Eleven (11) and Twelve (12), Block Forty-four (44) of the Townsite of Marbleton, Sublette County, Wyoming, as said lots are laid down and described on the official plat of said townsite, duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith; SUBJECT, however, to all mining, mineral and other exceptions, reservations, covenants, conditions or rights of way of record.

DATED July 21, 2000.

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 MERGER

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Larry D. Robertson**, Land Manager of **Beacon Exploration Company** and Secretary of **Toklan Oil and Gas Corporation,** is knowledgeable and qualified to make this Affidavit of Merger, and hereby deposes and states as follows:

THAT, effective the 31st day of March, 2001, Beacon Exploration Company (a Colorado corporation), located at 15 E. 5th Street, Suite 2900, Tulsa OK 74103, merged with Toklan Oil and Gas Corporation (an Oklahoma corporation), located at 15 East 5th Street, Suite 2900, Tulsa OK 74103;

AFFIANT further states that as a result of this merger, the surviving entity is Toklan Oil and Gas Corporation, as evidenced by Certificate of Merger filed on record with the Secretary of State's office of the State of Oklahoma on March 14, 2001.

FURTHER, Affiant sayeth not.

EXECUTED this 8th day of April, 2001.

Larry D. Robertson

Toklan Oil and Gas Corp.
2900 First Place
Fifteen East Fifth Street
Tulsa, OK 74103-4391

State of Oklahoma)
) ss
County of Tulsa)

On this 8th day of April, 2001, before me, a Notary Public in and for the aforesaid State and County, personally appeared Larry D. Robertson, Land Manager, who executed the foregoing Affidavit of Merger on behalf of Beacon Exploration Company, and acknowledged before me that he executed same as his free and voluntary act and deed for the uses and purposes therein stated.

Given under my hand and seal the day and date last above written.

My commission expires:
3-28-02

Notary Public

283590

RECORDED April 24 2001 2:25 PM
IN BOOK 72 Misc. PAGE 161
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sackett

AFFIDAVIT OF NAME CHANGE
FROM
FINA OIL AND CHEMICAL COMPANY
TO
ATOFINA PETROCHEMICALS, INC.

Affiant, David C. Houck, on oath swears that following statements are true:

My name is David C. Houck. I am an Assistant Secretary of **ATOFINA Petrochemicals, Inc.**, a Delaware corporation, whose current street address is 15710 JFK Blvd, Houston, Texas 77032. On June 6, 2000, **Fina Oil and Chemical Company** filed a Certificate of Amendment with the office of the Secretary of State of the State of Delaware changing its name to **ATOFINA Petrochemicals, Inc.** Attached hereto is a true and correct copy of a certificate of the Office of the Secretary of State of the State of Delaware, confirming such name change.

RECORDED April 24 2001 3:45 PM 283618
IN BOOK 72 Misc. PAGE 162
FEES $ 8.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zaden

ATOFINA Petrochemicals, Inc. CORP. SEAL DELAWARE

David C. Houck, Assistant Secretary

SUBSCRIBED AND SWORN TO before me on the 31st day of January, 2001.

CATHY FIELD
MY COMMISSION EXPIRES
DECEMBER 13, 2002

Cathy Field
Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of January, 2001, by David C. Houck, Assistant Secretary of **ATOFINA Petrochemicals, Inc.**, a Delaware corporation, on behalf of said corporation.

CATHY FIELD
MY COMMISSION EXPIRES
DECEMBER 13, 2002

Cathy Field
Notary Public in and for the State of Texas

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "FINA OIL AND CHEMICAL COMPANY", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "ATOFINA PETROCHEMICALS, INC.", THE SIXTH DAY OF JUNE, A.D. 2000, AT 4 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

Edward J. Freel, Secretary of State

0524526 8320

001318944

AUTHENTICATION: 0516194

DATE: 06-22-00

AFFIDAVIT OF MERGER
OF
FINA E&P, INC.
AND
TOTAL EXPLORATION PRODUCTION USA, INC.
INTO
TOTALFINAELF E&P USA, INC.

Affiant, Richard H. McPike, on oath swears that following statements are true:

My name is Richard H. McPike. I am an Assistant Secretary of **TotalFinaElf E&P USA, Inc.**, whose current street address is 800 Gessner, Suite 700, Houston, Texas 77024. On December 29, 2000, a Certificate of Merger reflecting the merger of **Fina E&P, Inc.**, and **Total Exploration Production USA, Inc.**, into **TotalFinaElf E&P USA, Inc.**, was filed with the office of the Secretary of State of the State of Delaware. Such merger was made effective on January 1, 2001 at 12:05 a.m. All of the foregoing corporations were organized under the laws of the state of Delaware. Attached hereto is a true and correct copy of a certificate of the Office of the Secretary of State of the State of Delaware as it appears in the corporate records of **TotalFinaElf E&P USA, Inc.**, confirming such merger.

283620

RECORDED April 24 2001 3:45 PM
IN BOOK B Misc PAGE 164
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Socha

Richard H. McPike
Richard H. McPike, Assistant Secretary

SUBSCRIBED AND SWORN TO before me on the 1st day of February, 2001.

CATHY FIELD
MY COMMISSION EXPIRES
DECEMBER 13, 2002

Cathy Field
Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1st day of February, 2001, by Richard H. McPike, Assistant Secretary of TotalFinaElf E&P USA, Inc., a Delaware corporation, on behalf of said corporation.

CATHY FIELD
MY COMMISSION EXPIRES
DECEMBER 13, 2002

Cathy Field
Notary Public in and for the State of Texas

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"FINA E&P, INC.", A DELAWARE CORPORATION,

"TOTAL EXPLORATION PRODUCTION USA, INC.", A DELAWARE CORPORATION,

WITH AND INTO "TOTALFINAELF E&P USA, INC." UNDER THE NAME OF "TOTALFINAELF E&P USA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2000, AT 4:30 O'CLOCK P.M.

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

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2001, AT 12:05 O'CLOCK A.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2212986 8330

010049773

AUTHENTICATION: 0945728

DATE: 01-31-01

RECORDING REQUESTED BY/
PREPARED BY/AFTER
RECORDING RETURN TO:
SMI/Attn. Sherry Doza
P.O. Box 540817
Houston, Texas 77254-0817
Tel. (800) 795-5263

283622

RECORDED April 24 2001 4:00 PM
IN BOOK 72 Misc. PAGE 1166
FEES $22.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy [illegible]

AGREEMENT OF MERGER OF CROSSLAND MORTGAGE CORP. AND WELLS FARGO HOME MORTGAGE, INC.

465_2101
0003700
WY , Sublette



167

U854479

RECORDING REQUESTED BY/
PREPARED BY/AFTER
RECORDING RETURN TO:
SMI/Attn. Sherry Doza
P.O. Box 540817
Houston, Texas 77254-0817
Tel. (800) 795-5263

01/31/01 300499272 U854479 $23.00

AGREEMENT OF MERGER OF CROSSLAND MORTGAGE CORP. AND WELLS FARGO HOME MORTGAGE, INC.

23
C 0002966
TX , Harris

Hold For Pick Up

532-85-2822

FILED
2001 JAN 31 PM 3:56
COUNTY CLERK
HARRIS COUNTY, TEXAS

0002966

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

FEB 13 2001

ATTEST: _____
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

_____ Deputy
SONG TRAN

537-96-2028

State of California

SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 29 2001

Bill Jones

Secretary of State

Sec/State Form CE-108 (rev. 6/98)

96 10617

[redacted]

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LA[redacted]

A CERTIFIED [redacted]

ATTEST: JAN 12 2001
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

168

169

A0558482

FILED
In the Office of the Secretary of State
of the State of California

JAN 0 1 2001

BILL JONES, Secretary of State

0479222 SURV

AGREEMENT OF MERGER
OF
CROSSLAND MORTGAGE CORP.
AND
WELLS FARGO HOME MORTGAGE, INC.

AGREEMENT OF MERGER entered into on November 30, 2000 by Crossland Mortgage Corp. and Wells Fargo Home Mortgage, Inc. as approved by the Board of Directors of each of said corporations:

1. Crossland Mortgage Corp., which is a corporation incorporated in the State of Utah, and which is sometimes hereinafter referred to as the "disappearing corporation", shall be merged with and into Wells Fargo Home Mortgage, Inc., which is a corporation incorporated in the State of California, and which is sometimes hereinafter referred to as the "surviving corporation". The laws of the jurisdiction of incorporation of the disappearing corporation permit the merger of a business corporation of said jurisdiction with and into a business corporation of another jurisdiction.

2. The separate existence of the disappearing corporation shall cease upon the effective date of the merger in accordance with the provisions of the laws of the jurisdiction of incorporation of said corporation.

3. The surviving corporation shall continue its existence under its present name pursuant to the provisions of the General Corporation Law of the State of California.

4. The Articles of Incorporation of the surviving corporation upon the effective date of the merger in the State of California shall be the Articles of Incorporation of said surviving corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of California.

5. The bylaws of the surviving corporation upon the effective date of the merger in the State of California shall be the bylaws of said surviving corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of California.

6. The directors and officers in office of the surviving corporation upon the effective date of the merger in the State of California shall continue to be the members of the Board of Directors and the officers of the surviving corporation, all of whom shall hold their directorships and offices until the election, choice, and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

537-96-2829

CA BC D-:AGREEMENT OF MERGER L/F F>D 11/96-1 (#537)

[redacted]

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: JAN 12 2001
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song
SONG TRAN Deputy

[redacted] [redacted] [redacted]

7. Each of the issued and outstanding shares of the disappearing corporation shall, upon the effective date of the merger, be exchanged for cash in the manner prescribed in Exhibit A attached hereto, and each of said shares shall be retired and cancelled. The issued shares of the surviving corporation shall not be converted, or exchanged in any manner or any consideration be paid therefor.

8. In the event that the merger herein provided for shall have been fully authorized in accordance with the provisions of the laws of the jurisdiction of incorporation of the disappearing corporation and in accordance with the provisions of the General Corporation Law of the State of California, the disappearing corporation and the surviving corporation hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Utah and of the State of California, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

9. The Board of Directors and the proper officers of the disappearing corporation and of the surviving corporation, respectively, 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 Agreement of Merger or of the Merger herein provided for.

The merger herein provided shall become effective as prescribed by law.

537-95-2838

Signed on November 30, 2000

Crossland Mortgage Corp.

By: _____
Ron Pedersen, Senior Vice President

By: _____
Brian Casper, Secretary

[redacted]

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

APR 12 2001

ATTEST: _____
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

_____ Deputy
SONG TRAN

170

Signed on November 30, 2000

Wells Fargo Home Mortgage, Inc.

By: _____
Denise Peters Brennan, Vice President

By: _____
James M. Strother, Secretary

537-99-2831

CA BC D:AGREEMENT OF MERGER L/F F>D 11/96-3 (#537)

[redacted]

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: _____ 12 2001
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

_____ Deputy
SONG TRAN

[redacted] [redacted] [redacted]

Exhibit A

The amount of cash that Wells Fargo Home Mortgage, Inc. will pay for each outstanding share of Crossland Mortgage Corp. is equal to the net book value of assets of Crossland Mortgage Corp. on the effective date of the merger, divided by the total number of issued and outstanding shares of Crossland Mortgage Corp. at that time.

Crossland Mortgage Corp. and Wells Fargo Home Mortgage, Inc. agree to treat and report the Merger as a purchase and sale of assets followed by a liquidation of Crossland Mortgage Corp. into Crossland Mortgage Acquisition Corporation (the Parent of Crossland Mortgage Corp.) (on the date of closing) for federal and state income tax purposes pursuant to Rev. Rul. 69-6.

527-99-2932

[redacted]

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

APR 12 2001

ATTEST: _____
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

_____ Deputy
SONG TRAN

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Ron Pedersen and Brian Casper state and certify that:

1. They are the Senior Vice President and Secretary, respectively of Crossland Mortgage Corp., a Utah corporation.

2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the corporation.

3. There is only one class of shares and the total number of outstanding shares is 12,400.

4. The shareholder percentage vote required for the aforesaid approval was 100 percent.

5. The principal terms of the merger agreement in the form attached were approved by the corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Salt Lake City in the State of Utah, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on November 30, 2000

Ron Pedersen, Senior Vice President

Brian Casper, Secretary

537-96-26

CA BC D:\AGREEMENT OF MERGER L/F F>D 11/96-5 (#537)

[redacted]

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: APR 12 2001
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Deputy

SONG TRAN

[redacted] [redacted] [redacted]

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Denise Peters Brennan and James M. Strother state and certify that:

1. They are the Vice President and Secretary, respectively of Wells Fargo Home Mortgage, Inc., a California corporation.

2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the corporation.

3. There is only one class of shares and the total number of outstanding shares is 100.

4. The shareholder percentage vote required for the aforesaid approval was 100 percent.

5. The principal terms of the merger agreement in the form attached were approved by the corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Des Moines in the State of Iowa, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on November 30, 2000

Denise Peters Brennan, Vice President

James M. Strother, Secretary

537-86-283

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JAN 31 2001

COUNTY CLERK
HARRIS COUNTY, TEXAS

OFFICE OF THE SECRETARY OF STATE

CA BC D-:AGREEMENT OF MERGER L/F F>D 11/96-4 (#537)

[redacted]

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: APR 12 2001
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Deputy
SONG TRAN

175

GRANT OF EASEMENT

COMES NOW, PETER S. OLSON and ANNE OLSON, husband and wife, of Big Piney, County of Sublette and State of Wyoming, GRANTORS, for and in consideration of Ten and no/100 dollars ($10.00), and other valuable consideration, in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey unto MURDOCK LAND AND LIVESTOCK a non-exclusive easement for ingress, egress and utilities as described in attached Exhibit A.

The GRANTORS, their heirs, successors and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The GRANTEE, its heirs, successors and assigns, shall have full right of ingress and egress and utilities to and from the land they own for the purpose of exercising the rights herein granted.

Both the GRANTORS, their heirs, successors and assigns, and the GRANTEE, its heirs, successors and assigns, have the right to maintain and/or improve the existing road within the granted easement. However, neither has any obligation to join in the costs of such maintenance or improvements made by the other unless such obligation is obtained under a separate agreement.

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 GRANTORS.

IN WITNESS WHEREOF, the GRANTORS have caused these presents to be signed this 16 day of April, 2001.

Peter S. Olson
Peter S. Olson

Anne Olson
Anne Olson

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

The foregoing instrument was acknowledged before me by Peter S. Olson and Anne Olson this 26th day of April, 2001.

Witness my hand and official seal.

Karen S. Wenz
Notary Public

KAREN S. WENZ - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 4, 2004

My commission expires: 1/04/04

Filename: Murdock Easement

283663
283663

RECORDED April 26 2001 11:25AM
IN BOOK 72 Misc PAGE 175
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

DESCRIPTION FOR PETER S. OLSON

FOR MURDOCK ACCESS EASEMENT

To-wit: --

A strip of land, sixty (60) feet in width, within the SW1/4SW1/4 of Section 15, GLO Lot 1 of Section 21 and the NW1/4NW1/4 of Section 22, T30N, R110W, Sublette County, Wyoming, thirty (30) feet each side of the following described centerline:

BEGINNING at a point on the southerly right-of-way line of Highway 351, N58°19'02"E, 259.95 feet, of the southwest corner of said Section 15;

thence S05°29'18"W, 146.24 feet, to a point on the south line of said Section 15;

thence continuing S05°29'18"W, 199.63 feet, to a point at the beginning of a circular curve to the right;

thence southwesterly, 192.91 feet, along the arc of said curve, through a central angle of 42°20'51", having a radius of 261.00 feet and a chord bearing S26°39'44"W, 188.55 feet to the end point of said curve;

thence S47°50'10"W, 106.51 feet, to a point;

thence S53°58'48"E, 165.82 feet, to a point at the beginning of a circular curve to the left;

thence southerly, 186.48 feet, along the arc of said curve, through a central angle of 44°53'34", having a radius of 238.00 feet and a chord bearing S31°32'01"W, 181.75 feet to the end point of said curve;

thence S09°05'14"W, 204.58 feet, to a point;

thence S13°30'14"W, 414.03 feet, to a point on the calculated south line of said GLO Lot 1, N87°26'09"W, 335.57 feet, of the southeast corner of said GLO Lot 1;

that the right-of-way lines are hereby lengthened or shortened as necessary to terminate on said Highway right-of-way line and said south line;

that the actual terminus of the easement is the actual south line of said GLO Lot 1; should it be found to be different than the above calculated position the easement is hereby automatically lengthened or shortened as necessary to terminate on said south line;

each "corner" is marked as described in a Corner Record on file in the Office of the Clerk of Sublette County;

each "point" is a calculated position referenced by a 5/8" x 24" steel reinforcing rod with a 2" aluminum cap inscribed: "SURVEYOR SCHERBEL LTD BIG PINEY WY PLS 3889" and other appropriate details set on each right-of-way line;

the BASE BEARING for this survey and description is the east line of said GLO Lot 1 = N00°04'16"W;

all in accordance with a plat prepared to be filed in said Office titled: "PLAT OF SURVEY FOR PETER S. OLSON OF TRACTS AND EASEMENTS WITHIN SECTIONS 15, 21 AND 22 T30N R110W SUBLETTE COUNTY, WYOMING".

23 April 2001

file: polson des.doc

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
Utah Registration No. 372111

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)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE DETERMINATION OF HEIRSHIP)
OF CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL,)
Deceased.)

PROBATE NO. 1766

FILED

APR 26 2001

MARILYN JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

DECREE ESTABLISHING HEIRSHIP AND RIGHT AND TITLE TO REAL PROPERTY

JOHN LEE HAVILL, surviving son and heir at law of CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL, 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 4/26/01 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 were duly published as required by statute and proof of said publication has been filed in the Court file.

2. That only one objection to the Petition was filed but was subsequently withdrawn.

3. That no one appeared in opposition to said Petition at the hearing thereon.

4. That the facts in said Petition are not in dispute and are hereby found to be true and correct as follows:

A. CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL, a resident of Johnson County, State of Wyoming, died on 12/20/95 in Johnson County, Wyoming and more than two years have elapsed since his death.

B. At the time of his death, CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL, was survived by his children, JOHN LEE HAVILL, KAY LOUISE WERTZ, SUE ANN NELSON and DEAN ELLSWORTH HAVILL. The foregoing are the sole heirs at law of CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL. There was no surviving spouse.

C. At the time of his death, CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL held and owned an undivided 1/2 interest in the real property described as:

283664

RECORDED April 26 2001 11:05 M
IN BOOK 72 Misc PAGE 177
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Lots Eleven (11) and Fourteen (14) of the Jim Bridger Estates, Seventh 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, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

D. At the time of the Decedent's death, JOHN LEE HAVILL, KAY LOUISE WERTZ, SUE ANN NELSON and DEAN ELLSWORTH HAVILL 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 CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL in and to the above described real property.

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

That JOHN LEE HAVILL, KAY LOUISE WERTZ, SUE ANN NELSON and DEAN ELLSWORTH HAVILL were and are the sole heirs at law of CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL. That, at the time of the death of CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL on 12/20/95, all of the right, title and interest of CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL in and to the following real property:

Lots Eleven (11) and Fourteen (14) of the Jim Bridger Estates, Seventh 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, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

descended to, vested in and passed to JOHN LEE HAVILL, KAY LOUISE WERTZ, SUE ANN NELSON and DEAN ELLSWORTH HAVILL and the same became owners of all of the right, title and interest that CORWIN ELLSWORTH HAVILL, A/K/A CORWIN E. HAVILL previously held and owned in said property.

DATED this 26th day of April, 2001.

NANCY GUTHRIE
District Court Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE

MARILYN [illegible] 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.

AFFIDAVIT OF SURVIVORSHIP

I, **Evelyn L. Mecca**, being of lawful age and duly sworn according to law, upon my oath, depose and state:

That under the date of May 19, 1971, for valuable consideration, A.W. Bowlsby and Virginia H. Bowlsby, husband and wife, by deed of that date, which deed was duly filed of record in the Office of the Sublette County Clerk, on May 26, 1971, in Book 15 W/D, on Page 170, conveyed to Rudy Mecca and Evelyn L. Mecca, husband and wife as tenants of an estate by the entireties with full right of survivorship, the following described property, to-wit:

Beginning at the Southwest corner of the $SW\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$, Section 34, Township 38 North, Range 113 West of the 6th P.M. Wyoming, thence North 208 feet, thence East 208 feet, thence South 208 feet, thence West 208 feet to the point of beginning, containing one (1) acre, more or less, TOGETHER WITH all improvements and appurtenances thereunto appertaining, and TOGETHER WITH easement along existing road across the $S\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ and $N\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$, Section 4, as access to the above described property

That under the date of August 4, 1971, for valuable consideration, A.W. Bowlsby and Virginia H. Bowlsby, husband and wife, by deed of that date, which deed was duly filed of record in the Office of the Sublette County Clerk, on August 4, 1971, in Book 15 W/D, on Page 270, conveyed to Rudy Mecca and Evelyn L. Mecca, husband and wife as tenants of an estate by the entireties with full right of survivorship, the following described property, to-wit:

Beginning at the Southwest corner of the $SW\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$, Section 34, Township 38 North, Range 113 West of the 6th P.M. Wyoming, thence East 208 feet to the point of beginning of this traverse; thence North 208 feet, thence East 208 feet, thence South 208 feet, thence West 208 feet to the point of beginning, containing one (1) acre, more or less, TOGETHER WITH all improvements and appurtenances thereunto appertaining, and TOGETHER WITH easement along existing road across the $S\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ and $N\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$, Section 4, as access to the above described property

That by reason of said conveyances aforesaid, the said Rudy Mecca and Evelyn L. Mecca, husband and wife,

283671

RECORDED April 26 2001 3:10 PM
IN BOOK 72 Misc. PAGE 179
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

became the owners of the above described lands, and title thereto vested in them continuously from the date of conveyance described in said deeds to the date of death of Rudy Mecca, on the 10th day of April, 2001. That by reason of and upon the death of Rudy Mecca, title to the above described real property vested absolutely in Affiant, Evelyn L. Mecca, as surviving spouse.

Affiant avers and certifies that Rudy Mecca, is the identical party named with the Affiant in the aforementioned deeds whose death terminated his interest, title and estate in said real property; and Affiant attaches hereto and makes a part of this affidavit, a copy of the Official Certificate of Death of said decedent, duly certified by the public authority in which said death certificate is a matter of record.

DATED this 24TH day of APRIL, 2001.

Evelyn L. Mecca
Evelyn L. Mecca

State of Wyoming)
) ss.
County of Lincoln)

Subscribed and sworn to before me and in my presence, a notary public in and for said County and State, by Evelyn L. Mecca, this 24TH day of APRIL, 2001.

WITNESS my hand and official seal.

KATHERINE ROSAS NOTARY COUNTY OF LINCOLN STATE OF WYOMING

Katherine Rosas
Notary Public

My Commission Expires: OCTOBER 19, 2003

CERTIFICATION OF VITAL RECORD

181

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 1008 — 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.)
Rudy		Mecca	Male	April 10, 2001

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.)
520-22-5419	74					May 7, 1926

7a. PLACE OF DEATH (Check only one)

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
South Lincoln Medical Center	Kemmerer	Lincoln

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

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Lincoln	Kemmerer	811 Topaz Court

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Joseph		Archuleta	Margarite	Mecca	Aleina

INFORMANT

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

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
811 Topaz Court	Kemmerer, Wyoming		83101

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY - NAME	20d. LOCATION CITY OR TOWN	STATE
Burial	April 16, 2001	Kemmerer Cemetery	Kemmerer, Wyoming	

21a. FUNERAL SERVICE LICENSEE OR Person Acting As Such Capacity Number	21b. NAME OF FACILITY Number	21c. ADDRESS OF FACILITY
506	Crandall Funeral Home 28	Kemmerer, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.) 4/11/2001

22c. HOUR OF DEATH 1746 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)
Craig Talbot, MD 711 Onyx Kemmerer, Wyoming 83101

25a. REGISTRAR (Signature) ▶ John L. Crandall (Deputy)

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) April 12, 2001

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 pancreatic cancer	3-4 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):	
	c. DUE TO (OR AS A CONSEQUENCE OF):	
	d.	

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

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

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

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

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

APR 16 2001

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

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

MIDWEST BANK NOTE COMPANY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

State of Wyoming }
: ss
County of Sublette }

In the District Court

Ninth Judicial District

MAXINE J. ELVES,
PLAINTIFF,

VS.

WILLIAM SCOTT, PATRICIA SCOTT, UNKNOWN HEIRS, ASSIGNEES AND DEVISEES OF WALTER W. SCOTT, DECEASED, AND DEFENDANTS' UNKNOWN HEIRS, ASSIGNEES AND DEVISEES,
DEFENDANTS.

CIVIL ACTION NO. 6202

FILED

APR 24 2001

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

DEFAULT JUDGMENT OF QUIET TITLE

This matter having come before the Court upon the application of Plaintiff, and all Defendants herein being in default, and the Court being advised in the premises, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff, Maxine J. Elves, is the owner in fee simple of the real property described below, to wit:

A TRACT OF LAND LYING IN THE NW¼NE¼ AND THE NE¼NW¼, SECTION 16, T. 32 N., R. 108 W., 6th P.M., SUBLETTE COUNTY, WYOMING, WHICH IS DESCRIBED AS FOLLOWS:

Beginning at a point which bears West a distance of 1950 feet from the Northeast Corner of said section;

thence, S. 44°25' W. a distance of 515.3 feet;

thence, S. 51°12' W. a distance of 448.5 feet;

thence, N. 60°45' W. a distance of 386.1 feet;

thence, N. 43°20' W. a distance of 633.0 feet;

thence, East a distance of 1472.0 feet to the point of beginning.

DATED this 23rd day of April, 2001.

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 IS A FULL, TRUE AND COMPLETE COPY.
SIGNED
SUBLETTE

283691

RECORDED April 27 2001 1:40 PM
IN BOOK 72 Misc PAGE 182
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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AFFIDAVIT

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

283707

RECORDED April 30 2001 9:55AM
IN BOOK 72 Misc. PAGE 183
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Southern

BEFORE ME, the undersigned authority, on this day personally appeared ROGER B. SMITH, individually and as Vice President - Land of Mitchell Energy Company L.P., a Delaware limited partnership (formerly known as Mitchell Energy Corporation), known to me to be the person whose name is subscribed hereto and, after being duly sworn and under oath deposed, and said:

1. Mitchell Energy Corporation was converted into a Delaware limited partnership and its name was changed to Mitchell Energy Company L.P., effective 11:58 p.m., Eastern Standard Time, December 31, 2000. A true and correct copy of the Certificate of Conversion of Mitchell Energy Corporation is attached hereto as Exhibit "A."

EXECUTED this the 16 day of January, 2001.

ROGER B. SMITH, Individually and as Vice President - Land of Mitchell Energy Company L.P.

SUBSCRIBED AND SWORN TO BEFORE ME, by ROGER B. SMITH, Individually and as Vice President - Land of Mitchell Energy Company L.P., a Delaware limited partnership (formerly known as Mitchell Energy Corporation).

MARY BARNES
Notary Public
STATE OF TEXAS
My Commission Expires 06-09-2001

Mary Barnes
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on January 16, 2001, by ROGER B. SMITH, Individually and as Vice President - Land on behalf of Mitchell Energy Company L.P., a Delaware limited partnership (formerly known as Mitchell Energy Corporation).

MARY BARNES
Notary Public
STATE OF TEXAS
My Commission Expires 06-09-2001

Mary Barnes
Notary Public, State of Texas

RETURN TO: LEASE RECORDS
MITCHELL ENERGY COMPANY L.P.
P.O. BOX 4000
THE WOODLANDS, TEXAS 77387-4000

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "MITCHELL ENERGY CORPORATION" TO A DELAWARE LIMITED PARTNERSHIP, CHANGING ITS NAME FROM "MITCHELL ENERGY CORPORATION" TO "MITCHELL ENERGY COMPANY L.P.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF DECEMBER, A.D. 2000, AT 12 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2000, AT 11:58 O'CLOCK P.M.

Edward J. Freel, Secretary of State

0866579 8100V

001631086

AUTHENTICATION: 0861108

DATE: 12-18-00

EXHIBIT "A"

CERTIFICATE OF CONVERSION
OF
MITCHELL ENERGY CORPORATION

THIS Certificate of Conversion is being duly executed and filed to convert Mitchell Energy Corporation, a Delaware corporation, into a Delaware limited partnership under § 266 of the Delaware General Corporate Law ("**DGCL**").

1. Date of Incorporation. Mitchell Energy Corporation was incorporated on January 26, 1979, under the laws of the State of Delaware.

2. Name of Corporation. The name of the corporation being converted into a Delaware limited partnership is Mitchell Energy Corporation.

3. Name of Limited Partnership. The name of the limited partnership into which the corporation is being converted is Mitchell Energy Company L.P.

4. Corporate Approval. The conversion has been approved in accordance with the provisions of § 266 DGCL.

5. Future Effective Time and Date. The future effective time and date of the conversion is 11:58 p.m. Eastern Standard Time, December 31, 2000.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion on December 14, 2000.

MITCHELL ENERGY CORPORATION

By: Michael C. Herrmann
Name: Michael C. Herrmann
Title: Sr. Vice President - Financial Operations

#55946-1.WPD/00303098

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 12/15/2000
001631086 - 0866579

CORRECTIVE
RIGHT-OF-WAY EASEMENT

Whereas, on 12/12/84, the TOWN OF PINEDALE, WYOMING, a Wyoming municipal corporation, hereinafter referred to as the Town, did execute a certain Right-Of-Way Easement to the COUNTY OF SUBLETTE, STATE OF WYOMING, hereinafter referred to as the County; and,

Whereas, said Right-Of-Way Easement was recorded in the office of the County Clerk, Sublette County, Wyoming at Book 46 of Miscellaneous, Page 304, on 12/18/84; and,

Whereas, there were errors in the description contained in said Right-Of-Way Easement which were not discovered until certain construction was undertaken on adjacent land of the Town in the year 2000;

Whereas, one of said errors involves the first line of said description wherein said Easement states; "An easement over a portion of the SE1/4**NW1/4** of Section 30 … Township 33 North, Range 108 West of the 6th Principal Meridian in the County of Sublette, State of Wyoming, …" (Emphasis added) and in fact the description should read "An easement over a portion of the SE1/4**SW1/4** of Section 30 … Township 33 North, Range 108 West of the 6th Principal Meridian in the County of Sublette, State of Wyoming, …" (Emphasis added); and

Whereas, both the Town and the County agree that said error was a typographical error as the Town did not own and does not own any property in the SE1/4NW1/4 of Section 30, Township 33 North, Range 108 West of the 6th Principal Meridian in the County of Sublette, State of Wyoming; and,

Whereas, the parties wish to correct that part of the Easement described above to reflect the intent of the parties at the time of the grant of the easement and to correct a mutual mistake of the Grantor and Grantee of said easement; and,

Whereas, there are other errors in the original easement which the parties do not intend to address in this document; and,

Whereas, the parties intend to expressly reserve any and all rights and remedies which they may have as a result of the other errors in the original easement;

NOW THEREFORE; the TOWN OF PINEDALE, WYOMING, a Wyoming municipal corporation, and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUBLETTE, STATE OF WYOMING, do hereby covenant and agree that the correct first paragraph for the description contained in that certain Right-Of-Way Easement recorded on 12/18/84 in the office of the County Clerk, Sublette County,

283793

RECORDED May 2 2001 3:45pM
IN BOOK 72 Misc. PAGE 186
FEES $ 0 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

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Wyoming at Book 46 of Miscellaneous, Page 304, a copy of which is attached hereto as Exhibit A, reads as follows:

> "An easement over a portion of the SE1/4SW1/4 of Section 30 and a portion of the SE1/4NE1/4, NE1/4NW1/4, and SW1/4NW1/4 of Section 31, each of Township 33 North, Range 108 West of the 6th P.M., in the County of Sublette, State of Wyoming, said easement being 60 feet in width, 30 feet on either side, measured perpendicularly or radially, of the following described centerline:";

and that said Right-Of-Way Easement be and hereby is corrected and amended to read as aforesaid.

Each party expressly reserves any and all rights and remedies which they may have as a result of the other errors in the aforedescribed easement.

This Corrective Right-Of-Way Easement is executed for the sole purpose of correcting a typographical error in the original Right-Of-Way Easement.

DATED this 25th day of April 2001.

ATTEST:

Patty Lacivita
TOWN CLERK

TOWN OF PINEDALE, WYOMING:

BY: Rose Skinner
ROSE SKINNER, MAYOR

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Corrective Right-Of-Way Easement** was acknowledged before me by TOWN OF PINEDALE, by ROSE SKINNER, Mayor of the Town of Pinedale, and attested to and sealed by the Town Clerk, this 25th day of April, 2001.

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

DATED this 1st day of May, 2001.

BOARD OF COUNTY COMMISSIONERS COUNTY OF SUBLETTE:

BY: William W. Cramer
WILLIAM W. CRAMER, Chairman

ATTEST:

Mary L. Lankford
MARY L. LANKFORD
County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Corrective Right-Of-Way Easement** was acknowledged before me by COUNTY OF SUBLETTE, by WILLIAM W. CRAMER, Chairman of the Board of County Commissioners, and attested to and sealed by the County Clerk, this 15T day of May, 2001.

WITNESS my hand and official seal.

Tracey L Hoover
NOTARY PUBLIC

My Commission Expires: 8/8/02

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

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304

[redacted]

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of TEN DOLLARS ($10), the receipt of which is hereby acknowledged, THE TOWN OF PINEDALE, WYOMING, a municipal corporation, hereinafter called the "Grantor", HAS GRANTED AND DOES HEREBY GRANT to THE COUNTY OF SUBLETTE, STATE OF WYOMING, herein called the "Grantee", the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described land and real estate situate in the County of Sublette and State of Wyoming, to-wit:

An easement over a portion of the SE/4 NW/4 of Section 30 and a portion of the SE/4 NW/4, NE/4 NW/4, and SW/4 NW/4 of Section 31, each of Township 33 North, Range 108 West of the 6th Principal Meridian in the County of Sublette, State of Wyoming, said easement being 60 feet in width, 30 feet on either side, measured perpendicularly or radially, of the following described centerline:

Commencing at the 1/4 corner common to said Sections 30 and 31, thence N. 00° 38' 37" W., a distance of 221.93 feet along the center section line of Section 30 to a point on the south right of way of U.S. Highway 191, thence N. 64° 19' 18" W., a distance of 932.10 feet along the said right of way, to the true point of beginning;

thence from said point of beginning, S. 00° 23' 11" E., a distance of 632.41 feet to a point on the section line between Sections 30 and 31;

thence continuing S. 00° 23' 11" E., a distance of 590.44 feet to a point,

thence S. 57° 20' 00" E., a distance of 964.36 feet to a point;

thence S. 00° 23' 11" E., a distance of 776.08 feet to a point,

thence N. 57° 20' 00" W., a distance of 524.69 feet to a point,

thence S. 32° 40' 00" W., a distance of 589.52 feet to a point,

RECORDED December 18 19 84 10:05 AM
IN BOOK 46 PAGE 304 COUNTY CLERK
FEES $ No Fee
SUBLETTE COUNTY, PINEDALE, WYOMING

204588

[redacted]

thence N. 57° 20' 00" W., a distance of 881.77 feet to a point,

thence S. 89° 31' 27" W., a distance of 1126.13 feet to a point on the west section line of Section 31, said point being S. 00° 45' 23" E., a distance of 1649.25 feet from the northwest corner of Section 31;

Grantor further grants the right of ingress and egress to and from the said land and real estate for any and all purposes necessary and incidental to the exercise by the grantee, and the public, of the right and privileges herein granted;

The grant herein contained is an easement and shall be perpetual so long as said land is used for the purposes hereinabove set forth.

IN WITNESS WHEREOF, THE TOWN OF PINEDALE, WYOMING, acting by and through its governing body, has caused the execution hereof by its Mayor and its duly attested official seal to be hereunto affixed this 12th day of December, 1984.

THE TOWN OF PINEDALE, WYOMING

By _____
Its mayor

Attest:
(s e a l)
By _____
Its clerk

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STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by WILLIAM E. HOUT this 12th day of December, 1984.

Witness my hand and official seal.

FAYE HAMMONS-NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1987

Faye Hammons
Notary Public

My commission
expires: 11/22/87

AMENDMENT OF CONSERVATION EASEMENT

THIS AMENDMENT OF CONSERVATION EASEMENT (this "Amending Instrument") is made and entered into effective this 4th day of May, 2001, by and between JAMES A. BAKER, III, and SUSAN G. BAKER, whose principal address is 500 Little John Lane, Houston, Texas 77024 ("Grantor"), and JACKSON HOLE LAND TRUST, a Wyoming nonprofit corporation, whose mailing address is Post Office Box 2897, Jackson, Wyoming 83001 ("Trust").

WITNESSETH:

WHEREAS, by means of a Conservation Easement executed in December of 1998 and recorded on December 31, 1998, in Book 38 WD at page 686 in the office of the County Clerk of Sublette, County, Wyoming ("the 1998 Instrument"), Grantor conveyed to the Trust a conservation easement ("the 1998 Easement") on that real property in Sublette County, Wyoming, more particularly described in Exhibit A of the 1998 Instrument ("the 1998 Tract");

WHEREAS, Exhibit B of the 1998 Instrument contains an erroneous description;

WHEREAS, the Trust and Grantor accordingly desire to amend the 1998 Instrument as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual terms and covenants hereof, the Trust and Grantor hereby amend the 1998 Instrument as follows:

I. Changes to the 1998 Instrument. Exhibit B of the 1998 Instrument is amended to read as follows:

EXHIBIT B

LEGAL DESCRIPTION: THE "TRUST PARCEL"

A tract of land located in the NW1/4, Section 18, T32N, R106W, of the 6th Principal Meridian, Sublette County, Wyoming.

Beginning at the southwestern corner of the NW1/4 of said Section 18, T32N, R106W, and the northwestern corner of the SW1/4 of said Section 18, T32N, R106W;

from the point where said corners meet, along a line common to said NW1/4 of said Section 18, T32N, R106W, and said SW1/4 of said Section 18, T32N, R106W, S 88° 34' 18" E, 2000 feet to the point of beginning, where the SE line of a private road intersects the South Boundary fenceline of Silver Creek Ranch;

thence from said point of beginning along said line common to said quarter sections of said Section 18, S 88° 34' 18" E, 230 feet;

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RECORDED May 7 2001 3:50 P M
IN BOOK 72 MISC PAGE 192
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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thence from said point North, 230 feet;

thence from said point West, 153 feet, intersecting the SE line of a private road;

thence from said point along said SE line of the private road S 18° 56' W, 237 feet to the point of beginning.

Said tract contains one acre, more or less.

II. Reaffirmation of the 1998 Instrument, as Hereby Amended. In all other respects, the Trust and Grantor hereby ratify and reaffirm the 1998 Instrument.

IN WITNESS WHEREOF, Grantor and the Trust have executed this Amending Instrument, effective the day and year first above written.

GRANTOR:

James A. Baker, III

Susan G. Baker

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by James A. Baker, III, and Susan G. Baker, this 26th day of April, 2001.

WITNESS, my hand and official seal.

Notary Public

My commission expires: Aug. 5, 2002

LESLIE C. WALKER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 5, 2002

SUSAN J. HALL - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires 1-2-2005

TRUST:

JACKSON HOLE LAND TRUST:

By: _____
Tania Evans, President

Attest: _____
Mia Jensen, Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 4 day of May, 2001, before me personally appeared Tania Evans and Mia Jensen, to me personally known, who, being by me duly sworn, did say that they are the President and Treasurer of the Jackson Hole Land Trust, respectively, and that the foregoing instrument was executed on behalf of the Trust by authority of its Board of Directors.

WITNESS, my hand and official seal.

_____
Notary Public

My commission expires: 01-02-05

195 Default Judgement Bk 72 misc. pg. 628
10/9/01

Landman's Lien

STATE OF WYOMING]
]
COUNTY OF SUBLETTE]

283891

RECORDED May 8, 2001 4:00 PM
IN BOOK 72 Misc. PAGE 195
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Charles L. Snyder, 701 Antler Drive, Suite 115, Casper, Wyoming 82601-1747, claims a lien under the requirements of Chapters 1 and 2 of Title 22, Wyoming Statutes 1977, and in compliance with the requirements of Section 29-1-301, Wyoming Statutes 1977, Charles L. Snyder, being first duly sworn according to law, states as follows:

The name and address of the party seeking to enforce this lien is Charles L. Snyder, 701 Antler Drive, Suite 115, Casper, Wyoming 82601-1747.

That Charles L. Snyder on or before October 30th, 1999, performed work and labor on furnishing material, supplies, maps and reports consisting of well ownership, contacting well owners, setting up dates for purchasing wells, getting leases on fee wells and being present at closings. A copy of the bill still owing is attached as Exhibit "A".

The amount claimed to be due and owing is $1,250.00 together with accruing interest plus all costs of advertising, selling and preparing said wells for sale, Sheriff's fees, traveling expenses, reasonable attorney's fees and other costs of collection.

A copy of our "Contract Agreement" is attached as Exhibit "B". The bonus payments as outlined in "Attachment "A" to Exhibit "B" states in paragraph 2. "A bonus of $500.00 per well will be paid on wells purchased through Crown Oil & Gas Company, Inc., monies will be paid on the following pay period of the closing date of the well." The above amount agreed to in his agreement has not been paid.

The name and address of the party against whose property the lien is filed is **David W. Neher, DBA Crown Oil & Gas Company, Inc., P. O. Box 519, 152 Calpet Road, Big Piney, Wyoming 83113-0519.**

The said Charles L. Snyder, on and before October 30th, 1999, performed work and labor upon said wells and furnished material, supplies, maps and reports on the following described wells and property is attached as Exhibit "C".

All of the work and materials and services were furnished by Charles L. Snyder for the above described wells and property in Exhibit "C" under the terms and provisions of an agreement dated January 1st, 1999, "Contract Agreement", as shown in Exhibit "B".

That Charles L. Snyder has read this foregoing instrument and knows the contents thereof and the matters stated therein are true and to his knowledge.

By: Charles L Snyder

STATE OF WYOMING]
]
COUNTY OF NATRONA]

The foregoing instrument was sworn to and acknowledged before me by Charles L. Snyder, on the 7th day of May, 2001.

Witness my hand and official seal.

GAYE MCMURRAY-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires May 1, 2004

Gaye McMurray
Notary Public

My Commission Expires: 5-1-04

Exhibit "B"

Crown Oil & Gas Company, Inc.

Contract Agreement

Date: January 1, 1999

Contractor	Company
Charles Snyder P.O. Box 3172 Casper, Wyoming 82602 Attn: Charles Snyder (307) 234-1778	Crown Oil & Gas Company, Inc. P.O. Box 519 Big Piney, Wyoming 83113 Attn: David W. Neher (307) 276-5211

Company and Contractor agree as of the above date that Contractor shall perform the services set forth below at the location, within the time and for the compensation specified.

Description of Work and Materials to Be Furnished

Provide brokeage services as well as detailed analysis of legal descriptions for wells purchased in the state of Wyoming. See Attachment "A" for additional details.

Company Representative	David W. Neher-President
Location and Time of Service	State of Wyoming, Working out of Casper, Wyoming. January 1, 1999 to March 31, 1999.
Compensation	$1,500.00/Month $ 0.20/Mile Long Distance Phone Calls at Cost Meals While Out of Town at $25.00/Day. Any other expenses that are deemed necessary to perform the work.

Authorized (Company Name)	Accepted (Contractor Name)
David W. Neher President	Charles Snyder
By:	By:
TaxPayer ID No. 84-1367079	SSN:

Exhibit "A"

CHARLES SNYDER
P.O. Box 3172
Casper, WY 82602

INVOICE NO. 1748

INVOICE

©1997 [redacted] 7L721

SOLD TO: Crown Oil & Gas Co, Inc.
ADDRESS: P.O. Box 519
CITY, STATE, ZIP Big Piney, WY. 83113-519

SHIP TO: David Naher
ADDRESS: 152 Calpet Road
CITY, STATE, ZIP

CUSTOMER'S ORDER	SOLD BY:	TERMS:	F.O.B.	DATE:
				4-28-2004

2	1	Wells - Chapel #10-25 & Cabot #	1-16 (½)	500	00
1	2	Split River #24-35 - Lease only	(½)	250	00
1	3	State #2-16 - Hunt		500	00
	4			$1,250	00
	5				
	6	Bonus Past Due			
	7	Please			
	8				
	9				
	10				

Exhibit "B"

Attachment "A"

1. Contract Wages will be paid and mailed on the 15th and the last day of the month at $750.00 per pay period.

2. A bonus of $500.00 per well will be paid on wells purchased through Crown Oil & Gas Company, Inc. Monies will be paid on the following pay period of the closing date of the well.

3. A $500.00 expense check was paid to Charles Snyder in Advance for reasonable expenses incurred for Crown Oil & Gas Company, Inc. Expense report will be kept and sent to Crown Oil & Gas Company, Inc. for reimbursement on the 15th or end of the month pay period. A maximum of $25.00 per day for meal will be allowed while out of town business is conducted. $0.20 per mile will be allowed for vehicle expense.

4. Chuck Snyder will bill Crown Oil & Gas Company, Inc. for payment received as stated above.

5. Phone expenses will be paid for long distance calls for the performance of Crown Oil & Gas Business.

6. If days off are taken during the work month or if no company business is performed for Crown Oil & Gas Company, Inc. a deduction of $75.00 per day will be deducted from the monthly wages. The work week will consist of Monday through Friday.

7. Crown Oil & Gas Company will not deduct the $75.00 per day on normal paid holidays as specified by the major Oil Companies of the area with a maximum of 10 paid holidays per year.

Exhibit "B"

Contract Agreement

1. The compensation specified on the front hereof takes into account all taxes, wages, costs of any type and profit that are incidental to Contract's performance of the services unless applicable law specifically provides for direct payment by Company. Unless otherwise stated on the front hereof, Contractor shall submit its statement to Company upon completion of the services. The statement shall be accompanied by such supporting documents as requested by Company. Company shall pay Contractor by check, cash or money order mailed within thirty days of receipt of the statement and supporting documents.

2. Unless otherwise stated on the front hereof Contractor shall provide all materials, equipment and labor required for the prompt completion of the services. Contractor shall perform the services as an independent contractor and shall comply with all applicable laws and forms of authorizations, take all required or appropriate safety precautions and, to the extent work is performed on Company's premises, abide by all Company operating and safety rules. The equipment provided for the services shall be in first class operating condition and the material provided shall be suitable for the services. Contractor makes no warranties expressed or implied regarding the services.

3. Contractor shall maintain during the performance of the services the following insurance:

   (i) Comprehensive or Commercial General Liability Insurance (bodily injury and property damage) with contractual liability insurance to cover liability assumed under this contract. The limits of liability of such insurance shall not be less than $1,000,000 combined single limit per occurrence.

   (ii) Automobile Bodily Injury and Property Damage Liability Insurance, covering owned, non-owned and hired automobiles, the limits of which shall be not less than $1,000,000 combined single limit per occurrence.

4. Contractor and its subcontractors and vendors shall maintain true and complete records in connection with the services and all transactions related thereto and shall retain all such records for at least 24 months after the end of the calendar year in which the services are performed . In the event costs are to be reimbursed under this Contract, Company may from time to time and at any time during the foregoing period of record retention make an audit of all records of Contractor and its subcontractors and vendors.

5. This Contract sets for the entire agreement between the parties regarding the services and no other representations or agreements shall be effective unless in writing, containing a specific reference to this Contract and signed by Company and Contractor representatives.

EXHIBIT "C" – ATTACHED TO "LANDMANS LIEN" DATED

WELLS TO BE ATTACHED IN SUBLETTE COUNTY, WYOMING

Jefferson Federal #20-24,	NW4SW4	Section 24, T24N, R110W; Sublette County
Split River #24-35,	C/SW4	Section 35, T28N, R112W, Sublette County
Chapel #10-25,	C/NW4	Section 25, T28N, R112W, Sublette County
Chapel #30-18,	N2SW4	Section 18, T28N, R111W, Sublette County
URC #1-20,	NE4NW4	Section 20, T30N, R113W, Sublette County
Allen Mollring #1-15,	SW4SE4	Section 15, T28N, R114W, Sublette County
Phillips State #2-16,	C/SE4	Section 16, T27N, R111W, Sublette County
Split River #31-2,	NW4NE4	Section 02, T27N, R112W, Sublette County

WELLS TO BE ATTACHED IN SWEETWATER COUNTY, WYOMING

County Line #16-1	NE4NE4	Section 16, T26N, R111W, Sweetwater County
State #1-36,	SE4SE4	Section 36, T20N, R99W, Sweetwater County
State #2-36,	SE4NW4	Section 36, T20N, R99W, Sweetwater County
State #3-36,	NW4SW4	Section 36, T20N, R99W, Sweetwater County
State #5-36,	SE4SW4	Section 36, T20N, R99W, Sweetwater County
State #6-36,	NW4SE4	Section 36, T20N, R99W, Sweetwater County
State #8-36,	NE4SW4	Section 36, T20N, R99W, Sweetwater County
Federal #15-15,	SW4SE4	Section 15, T25N, R111W, Sweetwater County
Blue Forest #33-12,	NW4SE4	Section 12, T24N, R111W, Sweetwater County
Lincoln Road #30-9,	C/SE4	Section 09, T24N, R111W, Sweetwater County
Lincoln Road #42-6,	SE4NE4	Section 06, T24N, R111W, Sweetwater County
Saquaro #20-12,	C/NE4	Section 12, T20N, R112W, Sweetwater County
State #1-16,	SW4NW4	Section 16, T18N, R111W, Sweetwater County
Siberia Ridge #12-28,	C/NW4	Section 28, T22N, R095W, Sweetwater County
Huber Fed. #1-30,	C/NE4	Section 30, T23N, R095W, Sweetwater County
Blue Forest #20-6,	SW4NE4	Section 06, T23N, R110W, Sweetwater County
Lincoln Road #40-18,	SE4SW4	Section 18, T24N, R111W, Sweetwater County
Raptor Unit #10-18,	SE4NW4	Section 18, T24N, R111W, Sweetwater County

WELL TO BE ATTACHED IN LINCOLN COUNTY, WYOMING

Whiskey Buttes #1-6,	NE4SW4	Section 06, T21N,R111W, Lincoln County
Reservoir #10-1,	SE4NW4	Section 01, T24N,R112W, Lincoln County

283935

WHEN RECORDED MAIL TO:

Gary E. Jubber, A1758
Douglas J. Payne, A4113
FABIAN & CLENDENIN,
A Professional Corporation
Twelfth Floor
215 South State Street
P.O. Box 510210
Salt Lake City, Utah 84151
Telephone: (801) 531-8900

RECORDED May 9 2001 3:10 PM
IN BOOK 72 Misc. PAGE 202
FEES $ 8.00 Mary Lou Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soster

Attorneys for Gary E. Jubber, Chapter 7 Trustee

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

In re:	
CHARLES RUSSELL WENZ and LESLEY DENISE WENZ,	Bankruptcy No. 00-28606 JHA (Chapter 7)
Debtors.	Honorable John H. Allen
GARY E. JUBBER, Chapter 7 Bankruptcy Trustee,	**RELEASE OF LIS PENDENS**
Plaintiff,	Adversary No. 00P-2250JHA
v.	
RICHARD WENZ and GEORGIA WENZ,	
Defendants.	

Gary E. Jubber, Chapter 7 bankruptcy trustee in the bankruptcy filed by Charles and Lesley Wenz ("Debtors"), Bankruptcy No. 00-28606 JHA, through his undersigned counsel,

202

hereby releases the Notice of Lis Pendens that was recorded October 17, 2000 in Book 71 of Misc., Page 509 and Amended Notice of Lis Pendens recorded October 23, 2000, as Entry No.281040 in Book 71 of Misc. at Page 523 in the Official Records of the Sublette County Recorder, State of Wyoming in the real property located at 430 Smith Avenue, Big Piney, Wyoming, which real property is more particularly described as follows:

LOT 7, BLOCK 14, MacGlashan Addition, Town of Big Piney,
Sublette County, Wyoming

Situated In Sublette County, State Of Wyoming

DATED this 27th day of April, 2001.

Gary E. Jubber
Douglas J. Payne
FABIAN & CLENDENIN,
a Professional Corporation
Attorneys for Trustee

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

On this 27th day of April 2001, personally appeared before me Gary E. Jubber, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
MASHELL PARKS
215 South State St., 12th Flr.
Salt Lake City, Utah 84111
My Commission Expires
February 9, 2004
STATE OF UTAH

NOTARY PUBLIC

217924_1

[redacted] [redacted] [redacted]

Avigation Easement

Whereas Michael C. Irwin and Sherri T. Irwin, husband and wife, and Steven B. Gabrielson and Mary L. Gabrielson, husband and wife, hereinafter called the Grantors, are the owners in fee of that certain parcel of land situated in the County of Sublette, State of Wyoming, more particularly described and outlined on the attached Exhibits "A" & "B", hereafter called "Grantors' property"

NOW THEREFORE, in consideration of the sum of Two Thousand Two Hundred Sixty Five Dollars ($2,265.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell, and convey unto the Town of Pinedale, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement for avigation purposes, appurtenant to Ralph Wenz Field for the unobstructed use and passage of all types of aircraft in and through the air space above an imaginary plane over Grantors' property. Said imaginary plane at point A on Exhibit "A" is 25 feet above the Runway 29 end and rises one foot vertically for each 34 feet horizontally on the centerline of Runway 11/29 produced southeasterly where at point B on Exhibit "A" is 50 feet above the Runway 29 end, to an infinite height above said imaginary plane.

Said easement shall be appurtenant to and for the benefit of the real property now known as Ralph Wenz Field including any additions thereto wherever located, hereafter made by the Town of Pinedale or its successors and assigns, guests, and invites, including any and all persons, firms, or corporations operating to or from the airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all air space above or in the vicinity of the surface of Grantors' property such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircrafts over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said Ralph Wenz Field; the Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Ralph Wenz Field.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether not in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object extending into the air space above the aforesaid imaginary plane, and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said Ralph Wenz Field shall be abandoned and shall cease to be used for public airport purposes.

AND for the consideration herein above set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantors land that a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantors furthermore waive all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be forever binding upon the heirs, administrators, executors, successors and assigns of the Grantor.

IN WITNESS WHEREOF, this instrument has been executed this AS OF 30 day of APRIL 2001

MF
SS
M.L.G.

By: _____ Michael C. Irwin

By: _____ Sherri T. Irwin

By: _____ Steven B. Gabrielson

By: _____ Mary L. Gabrielson

283947

RECORDED Mar 10 2001 11:35 AM
IN BOOK 72 Misc. PAGE 204
FEES $ 14.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

STATE OF WYOMING)
) SS
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 30TH day of APRIL 2001, by MICHAEL C. IRWIN.

WITNESS my hand and official seal.

My commission expires: 12/8/01

Justine Logan
Notary Public

[SEAL]

JUSTINE LOGAN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Dec. 8, 2001

STATE OF WYOMING)
) SS
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 30TH day of APRIL 2001, by SHERRI T. IRWIN.

WITNESS my hand and official seal.

My commission expires: 12/8/01

Justine Logan
Notary Public

[SEAL]

JUSTINE LOGAN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Dec. 8, 2001

STATE OF WYOMING
COUNTY OF TETON

The foregoing instrument was acknowledged before me this 30th day of April 2001, by Steven B. Gabrielson.
WITNESS my hand and official seal.

My commission expires: 12/08/01

Notary Public

(SEAL)

JUSTINE LOGAN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Dec. 8, 2001

STATE OF WYOMING
COUNTY OF TETON

The foregoing instrument was acknowledged before me this 30th day of April 2001, by Mary L. Gabrielson.
WITNESS my hand and official seal.

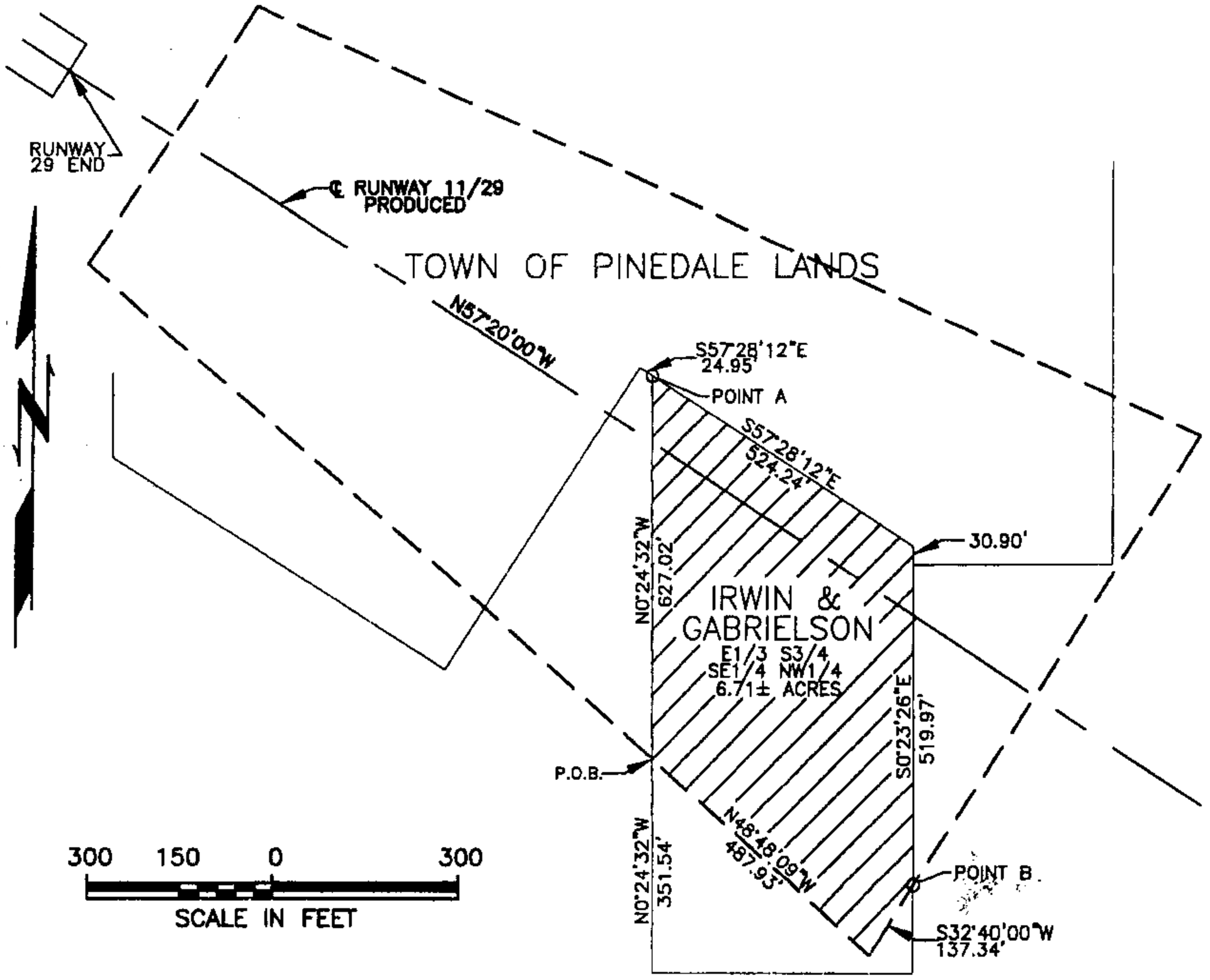
My commission expires: 12/08/01

Notary Public

(SEAL)

JUSTINE LOGAN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Dec. 8, 2001

T 33 N, R 108 W
SECTION 31



LEGEND

PROPERTY LINE _____
RUNWAY PROTECTION ZONE _ _ _ _
PROPOSED EASEMENT ▨

Professional Land Surveyor
RICHARD T. MUSCIO
6827
Date 10.30.00
WYOMING

RICHARD T. MUSCIO
WYOMING REGISTRATION NO. P.L.S. 6827

EXHIBIT "A"

MAP SHOWING
AVIGATION EASEMENT REQUIRED
WITHIN
RALPH WENZ FIELD
PINEDALE, WYOMING

GRAHAM, DIETZ & ASSOCIATES – CONSULTING ENGINEERS
CODY, WYOMING – OCTOBER, 200(

Exhibit "B"
AN AVIGATION EASEMENT FOR
RALPH WENZ FIELD
TO BE ACQUIRED BY THE
TOWN OF PINEDALE ON LANDS PRESENTLY
OWNED BY MICHAEL C. IRWIN, SHERRI T. IRWIN
STEVEN B. GABRIELSON, AND MARY L. GABRIELSON,

OCTOBER 2000

An avigation easement parcel within the E 1/3 of the S ¾ of the SE ¼ of the NW ¼ of Section 31, T. 33 N., R. 108 W., 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point on the westerly line of said E 1/3 S ¾ SE ¼ NW ¼ which bears N. 0°24'32" W., 351.54 feet, from the southwest corner thereof; thence, continuing along said westerly line, N. 0°24'32" W., 627.02 feet, to a point on the boundary line of lands owned by the Town of Pinedale; thence S. 57°28'12" E., along said boundary line, 524.24 feet, to a point on the easterly line of said E 1/3 S ¾ SE ¼ NW ¼; thence S. 0°23'26" E., along said boundary line and easterly line, 30.90 feet, to an angle point in said boundary line; thence, leaving said boundary line and continuing along said easterly line, S. 0°23'26" E., 519.97 feet; thence S. 32° 40'00" W., 137.34 feet; thence N. 48°48'09" W., 487.93 feet, to the point of beginning. Said avigation easement parcel contains 6.71 acres, more or less.

The basis of bearings for said avigation easement parcel is the Runway 11/29 centerline being N. 57°20'00" W.

A map of said avigation easement parcel is attached hereto as Exhibit "A".

P.O. Box 338, 1508 Stampede Ave., Cody, WY 82414
(307)-587-3411 • fax: 307-527-5182
gda@gdaengineers.com • www.gdaengineers.com

209

MAR 0 5 2001

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING
NINTH JUDICIAL DISTRICT

PAUL HOWARD RIGGS,

Plaintiff,

vs.

SUSAN RIGGS,

Defendant.

CASE NO. 5957

FILED

APR 10 2001

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

ORDER

This matter has come before the Court for resolution pursuant to a Petition for Order to Show Cause filed by Plaintiff Paul Riggs. The Court has reviewed the file and the exhibits submitted by the parties. On March 8, 2001, a telephone hearing was conducted. Plaintiff Paul Riggs was represented by his lawyer Robert W. Horn. Susan Riggs was represented by her lawyer Kenneth McLaughlin. The Court heard the arguments of the parties made by their lawyers. Being fully advised in the premises

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court orders the division of the property into separate parcels consisting of a ten (10) acre parcel and a 13.87 acre parcel. The division of the property will be in accordance with the survey which has been submitted to the Court which was accomplished by Skylar Wilson.

2. The Court accepts the representation of Kenneth McLaughlin that Defendant does not have the financial capacity to pay for her share of the cost of the survey and determines that Paul Riggs will bear the cost of the survey.

3. Approval of the division of this property may be presented to the Sublette County Commissioners based upon the Skylar Wilson survey which has been completed.

4. The Court will not disturb the roadway easement across Paul Rigg's property and this easement will show as a matter of record.

5. There is a proposal in the survey to "Move access road to van ditch headgate to this location and relinquish easement in Lot 1." If Plaintiff Paul Riggs agrees to bear the cost of this proposal and Defendant accepts this proposal, Plaintiff Paul Riggs will pay the cost to provide a year-round access road which will be graded and graveled. If this proposal is accomplished by the parties then the existing easement across Lot 1 will be unnecessary and will be abandoned.

6. Each party shall bear their costs and fees incurred involved in this show cause matter.

284003
RECORDED May 14 2001 8:40 AM
IN BOOK 73 MISC PAGE 209
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[redacted]

RECEIVED
APR 11 2001
[redacted]

Dated this 9 day of ~~March~~ April, 2001.

District Court Judge

APPROVED:

Robert W. Horn
Attorney for Paul Riggs

Kenneth McLaughlin
Attorney for Susan Riggs

THE STATE OF WYOMING
COUNTY OF SUBLETTE
SS.

I, MARILYN M. [illegible], 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

IN THE DISTRICT COURT OF SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

PAUL HOWARD RIGGS, Plaintiff, vs. SUSAN RIGGS, Defendant.	)	Civil Action No. 5957 DIVORCE DECREE

FILED

MAY 05 1999

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

The above captioned matter having come before the Court for a trial on the 21st day of April, 1999, and plaintiff appearing in person and with his attorney, Robert W. Horn, and defendant appearing in person and with her attorney, Ken M. McLaughlin, and the Court having heard the testimony and the argument of counsel, and neither party having requested findings of fact and conclusions of law, and the Court being fully advised in the premises;

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Both parties reside in the State of Wyoming and have been residents of Sublette County, Wyoming for more than sixty (60) days preceding the filing of the complaint herein on July 13, 1998.

2. Plaintiff and defendant were married to each other on November 5, 1983 in Fresno, California.

3. No children were born as issue of the marriage.

4. Irreconcilable differences have arisen in the marriage which entitle the parties to a divorce.

5. The parties lived together in California for a period of time prior to their marriage.

6. At the time of the marriage and for a few years thereafter, plaintiff was employed by Pacific Gas and Electric, from which employment he retired in 1987 after 35 years. Plaintiff's monthly retirement net income is approximately $2200. Since his retirement plaintiff has been employed in a number of odd jobs and he is currently employed as a general handyman at Big A. Plaintiff is 66 years of age. Defendant is 56 years of age, is not currently employed, but has been

284004

RECORDED May 14 2001 8:40 A M
IN BOOK 73 Misc PAGE 211
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By

educated as a paralegal and has worked at various jobs during the course of the marriage.

7. During the course of the marriage defendant inherited approximately $350,000 from the estate of her mother. Defendant kept this money separate and apart from the joint funds of the parties. She made several investments and loans. Some of the money was used for the mutual benefit of the parties. Some of the money was used to purchase real property. Both parties contributed financially to their mutual benefit during the course of the marriage.

8. In approximately 1987, defendant purchased real property in Sublette County, Wyoming, referred to by the parties as the Loomis Park property. Defendant sold this property to her son in 1989 and retained a life estate therein, which was terminated in 1991. Defendant retained a cabin from the Loomis Park property and moved it to another piece of property.

9. After selling the Loomis Park property, the parties purchased the property they refer to as the "Daniel Property", consisting of approximately 23.868 acres, on which is situated a house, the Loomis Park cabin, a tack shed and certain other improvements. Both parties contributed financially to the purchase of the Daniel Property from the Bill Alexander family.

10. Plaintiff has also contributed labor to the improvement of buildings on both the Loomis Park and Daniel properties.

11. The parties also acquired during their marriage numerous items of personal property and they also incurred debts and obligations.

12. On or about January 12, 1987, the parties executed a one page handwritten instrument (Defendant's Exhibit A) which had been drafted by defendant. This instrument purports to be a "pre-marital" agreement, but it is ambiguous and difficult to interpret. It makes reference to "community property laws". Wyoming is not a community property state and all the assets of the parties are subject to being divided according to the laws of the State of Wyoming.

13. During the course of the parties relationship and subsequent marriage defendant contacted genital herpes, which she maintains was passed on to her by plaintiff. Plaintiff disputes this allegation, but the fact remains that defendant will have to deal with this condition for the remainder of her life.

14. That giving all possible effect to the provisions of Defendant's Exhibit A, and taking into

consideration all the circumstances of the parties, the following is a fair and equitable division of the property and assets of the parties:

A. Real Property. The Daniel Property consisting of 23.868 acres more or less, situated in a portion of Section 27, T43N, R111W, Sublette County, Wyoming should be divided as proposed in Plaintiff's Exhibit 8, the appraisal report. Plaintiff should receive a 10 acre parcel including the house and shop and defendant the remainder on which the cabin and tack shed is located. A roadway and access easement should be reserved across plaintiff's parcel to defendant's parcel which would have no road access otherwise. Said easement should comply in all respects with county and state road and access easement regulations and statutes. The parties should share equally in any expenses incurred in the establishment of said roadway.

B. Personal Property. The personal property of the parties should be divided as set forth in Exhibit A attached hereto, incorporated herein, and made a part hereof.

C. Debts and Financial Obligations. The debts and financial obligations of the parties should be divided as set forth in Exhibit B attached hereto, incorporated herein, and made a part hereof.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The parties are hereby awarded a decree of absolute divorce dissolving their marriage to each other.

2. The real property of the parties shall be divided as set forth in paragraph 14 (A) above, and each party shall promptly execute any instruments necessary to complete the conveyances and the easement.

3. The personal property of the parties is hereby divided as set forth in Exhibit A attached hereto.

4. The debts and obligations of the parties are hereby divided as set forth in Exhibit B attached hereto.

5. Plaintiff shall pay to defendant as a property settlement the sum of $20,000, without interest, which shall be paid over a period of 100 months at the rate of $200 per month, commencing June 1, 1999 and continuing on the same day of each month thereafter for a period of 100 months total. All such payments shall be made through the Clerk of the District Court of Sublette County, Wyoming.

6. Each party shall pay their own costs and attorney's fees.

DATED the 4th day of May, 1999.

D. Terry Rogers
District 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

RECORDED May 15 2001 10:00AM
IN BOOK 72 Misc PAGE 215
FEES $ 8.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Locke

AFFIDAVIT OF DISCLAIMER

STATE OF WYOMING)
COUNTY OF SUBLETTE)

284030

RUTH SHRIVER, is of lawful age, being first sworn upon his/her oath, disposes and states:

1. The Affiant does hereby disclaim any and all interest in and to the real property described as:
SEE ATTACHED

2. Further, the Affiant, for himself/herself, his/her heirs, successors, assigns and personal representatives, does hereby waive and forever release all rights and claims he/she may have in and to the real property as a Homestead Exemption or other exemption pursuant to the laws of the State of WYOMING or the United States, and particularly waives any and all exemption un the laws of the State of WYOMING or the United States insofar as it affects the real property described in that certain MORTGAGE dated APRIL 25, 2001

between GARY SHRIVER

as Grantor, and WYHY FEDERAL CREDIT UNION which MORTGAGE secures that certain Promissory Note of even date in the amount of THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 ($ 13,500.00).

Further the Affiant saith not.

RUTH SHRIVER

Acknowledged before me this 5th day of May, 2001 by Ruth Shriver

Witness my hand and official seal.

My commission expires:

Notary Public

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

A TRACT OF LAND LOCATED IN THE NW1/4NE1/4 OF SECTION 30, TOWNSHIP 34 NORTH RANTE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NW1/4NE1/4 OF SECTION 30, THENCE FROM SAID POINT OF BEGINNING, WESTERLY ALONG THE NORTH SECTION LINE A DISTANCE OF 420.00 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF THE NW1/4NE1/4 A DISTANCE OF 660.0 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTH SECTION LINE A DISTANCE OF 420.0 FEET TO A POINT ON THE EAST LINE OF THE NW1/4NE1/4; THENCE NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 660.0 FEET TO THE POINT OF BEGINNING. THAT PART OF THE NE1/4NE1/4 OF SECTION 30, T34N, R109W, 6THP.M., SUBLETTE COUNTY, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NE1/4NE1/4: THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID NE1/4NE1/4, A DISTANCE OF 660 FEET; THENCE EASTERLY, ON A LINE PARALLEL WITH THE NORTH LINE OF SAID NE1/4NE1/4, A DISTANCE OF 57 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN PARCEL SHOWN AND DESCRIBED ON THE MAP TITLE "CHARLES J. BAYER" FILED AS MAP #51 IN THE TRACT MAPS BOOK IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY, WYOMING; THENCE N01 DEGREES 28'E, ALONG THE WEST LINE OF SAID BAYER PARCEL, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID NE1/4NE1/4; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID NE1/4NE1/4, A DISTANCE OF 75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

1/64 Cor.

PRISCILLA E. MECHAM THIS 11th DAY OF May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL: Cheryl A. Eatinger

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/23/2005

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2005

CERTIFICATE OF APPROVAL

PURSUANT TO SUBLETTE COUNTY ZONING AND DEVELOPMENT REGULATIONS THE FOREGOING PLAT OF THE MECHAM LOT DIVISION #2 WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 15th DAY OF May, 2001. 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

284045

RECORDED May 15 2001 2:20PM
IN BOOK 72 MISC PAGE 217
FEES $ 50.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

MECHAM LOT DIVISION #2
OF
LOT 3 INDUSTRIAL SITE
LOCATED IN
PART OF THE SW1/4, SEC. 6, T.33N., R.109W., OF THE 6TH P.M.
SUBLETTE COUNTY, WYOMING

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., 2001.

NOTARY PUBLIC
STATE OF WYOMING
RES 2/23/2005

CU.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
WILLIAM D. MECHAM THIS 11th DAY OF May, 2001.
PRISCILLA E. MECHAM THIS 11th DAY OF May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL: Cheryl A. Eatinger

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/23/2005

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2005

S
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2001,
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818

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, 2001.

Eatinger

ER - NOTARY PUBLIC
STATE OF WYOMING
XPIRES 2/23/2005

CERTIFICATE OF APPROVAL

PURSUANT TO SUBLETTE COUNTY ZONING AND DEVELOPMENT REGULATIONS THE FOREGOING PLAT OF THE MECHAM LOT DIVISION #1 WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 15th DAY OF May, 2001. 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

284046

RECORDED May 15 2001 2:20 P M
IN BOOK 72 MISC PAGE 218
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

MECHAM LOT DIVISION #1
OF
LOT 2 INDUSTRIAL SITE
LOCATED IN
PART OF THE SW1/4, SEC. 6, T.33N., R.109W., OF THE 6TH P.M.
SUBLETTE COUNTY, WYOMING

COMMISSIONER

L. LANKFORD, COUNTY CLERK

COUNTY CLERK
SUBLETTE COUNTY

R

ROBERT G. KIRK
BOX 4779
JACKSON, WY 83001

SURVEYOR

ERTIFY THAT THIS PLAT WAS
RING AN ACTUAL SURVEY MADE
NG APRIL 2001, AND THAT
REPRESENTED HEREON.

S 346

S.

Professional Land Surveyor
JOHN T. DOYLE
346
Date 05-14-01
WYOMING

WAS ACKNOWLEDGED BEFORE ME BY
DAY OF May, 2001.

AL SEAL: Cheryl A. Eatinger
NOTARY PUBLIC

2/23/2005

NOTARY PUBLIC
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2005

Thence South, 995.53 feet along the said east line of section 12 to the point of beginning.
Said tract of land contains 47.9 acres more or less.

AND THAT THE DEVELOPMENT OF WHICH AS IT APPEARS ON THIS PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; AND THAT ACCESS TO LOT 2 IS FROM U.S. HWY 353.

BOUSMAN LIVESTOCK INC.

BRADFORD BOUSMAN (PRESIDENT)

SANDRA LEE BOUSMAN (SECRETARY)

STATE OF WYOMING)
COUNTY OF SUBLETTE) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BOUSMAN LIVESTOCK INC., A WYOMING CORPORATION, BY BRADFORD BOUSMAN, ITS PRESIDENT, AND ATTESTED TO BY ITS SECRETARY.
THIS 14th DAY OF May, 2001.

WITNESS MY HAND AND OFFICIAL SEAL: Cheryl A. Eatinger
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/23/2005

284047

RECORDED May 15 2001 2:20 PM
IN BOOK 72 MISC PAGE 219
FEES $ 50.00
CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L. Hamner

BING LOT DIVISION

LOCATED IN THE SE1/4, SEC. 12, T.32N., R.108W., OF THE 6TH P.M. SUBLETTE COUNTY, WYOMING

18

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15th day of May, 2001. 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, 1997, as amended.

BOARD OF COUNTY COMMISSIONERS

William W. Cramer, Chairman

Betty Fear, Commissioner

COUNTY OF SUBLETTE

Gordon R. Johnston, Commissioner

Mary L. Lankford, County Clerk
(Attest)

284048

RECORDED May 15 2001 2:25 P M
IN BOOK 72 MISC PAGE 220
FEES $50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

THE SEAL OF COUNTY CLERK SUBLETTE COUNTY

© 2001

Professional Land Surveyor
SKYLAR V. WILSON
4274
Date 5-15-01
WYOMING

Wilson Land Surveying
Pinedale, Wyoming

DESIGNED BY: MS	SHEET 1 OF 1 SHEETS
DRAWN BY: SW	
CHECKED BY: SW	
FIELD BOOK: 28	JOB NO. #01644-F

5/10/01	Final	
5/7/01	Preliminary	

Plat Of The
WILLOW SPRINGS
Lot Division
Of Tract 1, Forty Rod Ranches

Located In The
NW¼NW¼ of Section 22, T35N-R111W
Sublette County, Wyoming

County roads. Designation of County roads is only accomplished by compliance with provisions of Section 24-3-101, Wyoming Statutes, 1977, as amended.

BOARD OF COUNTY COMMISSIONERS

COUNTY OF SUBLETTE

William W. Cramer, Chairman

Gordon R. Johnston, Commissioner

Betty Fear, Commissioner

Mary L. Lankford, County Clerk
(Attest)

284049

RECORDED May 15 2001 2:25 P M
IN BOOK 72 MISC PAGE 221
FEES $50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

THE STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

© 2001

Professional Land Surveyor
SKYLAR V. WILSON
4274
Date 5-8-01
WYOMING

Wilson Land Surveying
Pinedale, Wyoming

DESIGNED BY: SC	SHEET 1 OF 1 SHEETS
DRAWN BY: SW	
CHECKED BY: SW	
FIELD BOOK: 28	JOB NO. #01650-F

4/27/01	Final	
4/3/01	Preliminary	
DATE:	DESCRIPTION/REVISION	NO.

Plat Of The

CAPSTONE
Subdivision

Of Tract 2-2, Sheet 9
Hoback Ranch Lot Division

Identical To The
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Sublette County, Wyoming

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Page 626.

Owners Service
f Miscellaneous

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AFFIDAVIT OF DISTRIBUTION

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

COMES NOW MARIAN HEALE, first being duly sworn on his/her oath, hereby deposes and states as follows:

1. That MARIAN HEALE, is the sole legatee/heir and distributee of ROBERT HENRY HEALE, a/k/a ROBERT H. HEALE, deceased.

2. That ROBERT HENRY HEALE, a/k/a ROBERT H. HEALE, died on 9/14/96 while a resident of Spokane County, Washington, and that thirty (30) days have passed since said date of death.

3. That the value of the entire estate of ROBERT HENRY HEALE, a/k/a ROBERT H. HEALE wheresoever located does not exceed $70,000.00.

4. That no application for appointment of a personal representative is pending or has been granted in any jurisdiction.

5. That said ROBERT HENRY HEALE, a/k/a ROBERT H. HEALE died intestate, which devised all of his property to MARIAN HEALE.

6. That said MARIAN HEALE is the surviving spouse of ROBERT HENRY HEALE, a/k/a ROBERT H. HEALE.

7. That, pursuant to Section 2-1-201; Wyoming Statutes 1977 (Laws 1983), MARIAN HEALE is entitled to have all of the tangible personal property of ROBERT HENRY HEALE, a/k/a ROBERT H. HEALE set over to her and titled in her name.

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

1984 Ford Escort 2 Door, VIN No. 1FABP0426EW329277

DATED this 11th day of May, 2001.

Marian D Heale
MARIAN HEALE

Subscribed and sworn to before me by MARIAN HEALE, this 11th day of May, 2001.

WITNESS my hand and official seal.

OFFICIAL SEAL
JANNA BLAIR
NOTARY PUBLIC-STATE OF WASHINGTON
COUNTY OF SPOKANE
My Comm. Expires Sept. 26, 2002

Janna Blair
NOTARY PUBLIC Janna Blair

My Commission Expires:
9/26/02

284066

RECORDED May 16 2001 10:10A M
IN BOOK 72 MISC PAGE 222
FEES $6.00 Mary L Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hooper

223

STATE OF WYOMING)
) §
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:

RONALD WALTER BALL,
aka RONALD W. BALL,

Deceased.

Probate No. 1731

FILED

APR 05, 2001

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING

BY _____

ORDER APPROVING FINAL REPORT AND ACCOUNTING AND DECREE OF DISTRIBUTION

THIS MATTER having come before the Court on the Personal Representative's Final Report, Accounting and Petition for Distribution, the Court finds as follows:

1. JURISDICTIONAL FACTS GOVERNING INSTRUMENT: W.S. 2-7-811(b)(ii):

The above-named decedent, Ronald W. Ball, passed away on the 18th day of July, 1998, and at the time of his death was a resident of Sublette County, State of Wyoming, and owned an interest in assets subject to administration in Sublette County, Wyoming. The decedent left a Last Will and Testament dated the 25th day of May, 1992 which Last Will and Testament was duly admitted to probate by the Court on the 21st day of April 2000. The Personal Representatives duly mailed Notice of Probate of said Will in accordance with W.S. 2-7-101 to all persons interested in the estate on the 12th day of May, 2000, and no action to contest said Will within the period provided by W.S. 2-6-301 has been filed. Letters Testamentary were issued to the Personal Representative on the 21st day of April,

284085

RECORDED May 17 2001 9:05 AM
IN BOOK 72 Misc. PAGE 223
FEES $ 40.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

2000, and the Personal Representative thereafter served as Personal Representative.

2. RIGHTS OF SURVIVING SPOUSE: W.S. 2-7-811(iii), W.S. 2-5-201:

The decedent did leave a surviving spouse, Delores J. Ball. The surviving spouse has received notice of her right to elect against the will, and she has waived such right to elect in a writing filed in this docket. The surviving spouse has waived her rights to receive statutory allowances. (The surviving spouse has reserved a life estate in certain ranch property in deeds given to the decedent's son, Ronald Corbin Ball.)

3. NOTICE TO CREDITORS AND DISPOSITION OF CLAIMS: W.S. 2-7-201:

The Personal Representative mailed legal notice of probate of this estate to all persons interested therein and submitted the notice for publication on the 11th day of May, 2000, to the Pinedale Roundup, the newspaper of general circulation in Sublette County, Wyoming. The Notice was published on the 11th and 18th and 25th days of May, 2000. No claims were filed, although the estate recognizes that 250 head of cattle and machinery and equipment is subject to a debt of approximately $150,000 at First National Bank of Pinedale. All of the heirs and beneficiaries interested in the estate have signed and filed receipts of the Notice of Probate and Consents to Distribution.

4. SALE OF ASSETS DURING ADMINISTRATION: W.S. 2-7-609, 612(a)(ii) and 624:

The Personal Representative conveyed several parcels of ranch land during the pendency of the estate, to the spouse and children of the decedent. These parcels were not encumbered by debt. The Personal Representative has requested that the Court approve these conveyances, as reported in detail at Paragraph 9. I. A. below.

5. ACCOUNTING: W.S. 2-7-811(b)(ix):

All funds received by the family from the family ranching business have been used for ranch operating and living expenses. The cattle were owned in joint tenancy with Dolores J. Ball, so she has received that income. There is no separate estate income, so no accounting has been prepared.

6. STATEMENT OF COMPLIANCE WITH ALL STATUTORY REQUIREMENTS PERTAINING TO TAXES: W.S. 2-7-811(b)(x); 2-7-812:

A United States Estate Tax Return (Form 706) may be filed but no tax is required to be paid, as the value of the decedent's taxable estate is less than $600,000 and therefore is not subject to federal estate tax. A letter certifying no tax due has been received from the Wyoming Inheritance Tax administrator.

7. DISTRIBUTEES: W.S. 2-7-811(v), (vii), (viii):

The following named persons are the distributees of this estate under the Last Will and Testament of the decedent:

Delores J. Ball, surviving spouse, adult.

Melanie Fay Ball, surviving daughter of the decedent, adult.

Jennifer Joan Ball, surviving daughter of the decedent, adult.

Ronald Corbin Ball, surviving son of the decedent, adult.

The surviving spouse, Delores J. Ball, has signed and filed her waiver of statutory allowance and exempt property and her separate waiver of right to elect against the Will.

8. ATTORNEY FEES, PERSONAL REPRESENTATIVES FEES AND COSTS: W.S. 2-7-803 and 2-7-804:

Pursuant to W.S. 2-7-803 and W.S. 2-7-803 and W.S. 2-7-804, the Personal Representative is entitled to a statutory fee of $9,469.00 for services rendered to the estate. The attorney is entitled to a statutory fee of $9,469.00 for ordinary services rendered to the estate. The value of the estate, as shown in the Amended Inventory and Appraisal, is $455,951.72.

9. ASSETS FOR DISTRIBUTION AND PROPOSED DISTRIBUTION THEREOF: W.S. 2-7-811(xi):

The assets available for distribution, the list of distributees and the proposed distribution, are as set forth below.

I. REAL PROPERTY

The decedent owned certain property as a joint tenant with his spouse; that property passed to the spouse by affidavit of survivorship. The decedent owned additional property as a seventy-five per cent tenant in common with his spouse.

A. LAND ALREADY CONVEYED

The Personal Representative has distributed the estate's interest in several specified parcels to children of the decedent and to the surviving spouse, as follows:

To Melanie Fay Ball, the estate's right, title and interest in:

Sublette County, Wyoming:
Township 33 North, Range 113 West, 6th P.M.

Section 25: Part of NE1/4: See Exhibit A, incorporated in the Deed.

To Jennifer Joan Ball, the estate's right, title and interest in:

Sublette County, Wyoming
Township 33 North, Range 113 West, 6th P.M.

Section 24: Part: See Exhibits A & B, incorporated in the Deed.
Section 25: Part: See Exhibits A & B, incorporated in the Deed.

To Ronald Corbin Ball, the estate's right, title and interest in:

Sublette County, Wyoming:
Township 33 North, Range 112 West, 6th P.M.

Section 30: S1/2SW1/4SE1/4SW1/4
Section 31: SE1/4NW1/4
NE1/4NW1/4

That Portion of Lot 2 (SW1/4NW1/4) described in Exhibit C attached thereto.

To "a a Ventures, Inc., a Wyoming corporation" (in exchange for corporate stock):

Sublette County, Wyoming:
Township 33 North, Range 112 West, 6th P.M.

Section 31: SE1/4SE1/4

These conveyances are generally consistent with the decedent's Last Will and represent an agreement among the heirs and beneficiaries. The Court has been requested to approve these conveyances. Copies of the Deeds are attached as Appendix A to the Final Report.

B. BALANCE OF LAND

The balance of the estate's real property, a 3/4 (75 per cent) interest in property inherited and purchased from Walter and Luella Ball, is described generally as follows:

Township 33 North, Range 112 West

Section 30: SE1/4NW1/4
Part NW1/4SW1/4
Part SE1/4SW1/4

constituting a subtotal of 50 gross acres, more or less, less the S1/2SW1/4SE1/4SW1/4, conveyed to Ronald Corbin Ball (c. 5 acres).

Section 31: E1/2NW1/4
Part SW1/4NW1/4
SE1/4
S1/2SW1/4

constituting a subtotal of 341 gross acres, more or less, less the E1/2NW1/4 and a portion of Lot 2 (SW1/4NW1/4) of Section 31 conveyed to Ronald Corbin Ball (c. 101 acres), and less the SE1/4SE1/4 of Section 31 conveyed to aa Ventures, Inc., a Wyoming corporation (c. 40 acres).

Township 33 North, Range 113 West

Section 24: Part S1/2SE1/4 (South of Road)
Section 25: N1/2NE1/4
NE1/4NW1/4
SE1/4NW1/4
Part SE1/4SW1/4
Part S1/2NE1/4

constituting a subtotal of 260 gross acres, more or less, less a portion of the NE1/4NE1/4 of Section 25 conveyed to Melanie Fay Ball (7.25 acres) and a portion of the NW1/4NE1/4 of Section 25 and a portion of the SW1/4 SE1/4 of Section 24 conveyed to Jennifer Joan Ball (46.44 acres).

The balance of the estate's interest in land will be conveyed to "a a Ranch, LLC"

(wholly owned by Delores J. Ball and Ronald Corbin Ball). The legal description is as follows:

Township 33 North, Range 112 West

Section 30: Lots 2, 3, 4, SE1/4NW1/4, E1/2SW1/4, SE1/4
Section 31: Lots 1, 2, 3, 4, E1/2W1/2, E1/2

Township 33 North, Range 113West

Section 24: S1/2SW1/4
Section 25: E1/2W1/2, E1/2

Less those portions of the above-described land conveyed by the following deeds:

Warranty Deed to High Mountain Ranches, Inc. May 13, 1991, recorded at Book 30 of Deeds, Page 557, Sublette County, Wyoming (part of the SW1/4SE1/4 of Section 24 as described in that Deed).

Warranty Deed to Tenneco Oil Company, June 5, 1981, at Book 22 of Deeds Page 507, Sublette County, Wyoming (parts of Sections 30 and 31, T33N, R112W, and parts of Section 25, T33N, R113W, as described in that deed, with other lands).

Personal Representative's Deed to Ronald Corbin Ball, July 18, 2000, recorded at Book 40 of Deeds Page 668, Sublette County, Wyoming (parts of Section 31 and the S1/2SW1/4SE1/4SW1/4 of Section 30 as described in that deed).

Personal Representative's Deed to Jennifer Joan Ball, July 18, 2000, recorded at Book 40 of Deeds Page 657, Sublette County, Wyoming (parts of Section 24 and Section 25 as described in that deed).

Personal Representative's Deed to Melanie Fay Ball, July 18, 2000, recorded at Book 40 of Deeds Page 646, Sublette County, Wyoming (part of Section 25 as described in that deed).

Personal Representative's Deed to "a a Ventures, Inc." November 27, 2000, recorded at Book 41 of Deeds, Page 263, Sublette County, Wyoming (SESE Section 31, T33N, R112W)

This conveyance is consistent with the provisions of Ronald W. Ball's Last Will, which provides that his ranch property would be divided equally between his son and his surviving spouse.

C. MINERAL RIGHTS

Ronald W. Ball owned a 75 per cent undivided interest as a tenant in common with Delores J. Ball in certain lands described on Appendix B, attached to the Final Report, the description of mineral rights.

Ronald W. Ball also owned a 25 per cent undivided interest as a tenant in common with Delores J. Ball under some lands south of the Ball ranch, which lands were sold several years ago. Walter Ball, the father of Ronald W. Ball, retained a one half interest in the minerals beneath the lands which were sold. When Walter died, his one half interest was divided equally between Ronald W. Ball and Walter's widow Luella Ball. Ronald W. Ball and Luella Ball each owned a one quarter interest in the minerals, as tenants in common. Luella Ball conveyed her one quarter interest to Ronald W. Ball and Delores J. Ball as tenants by the entireties, so that interest passed by operation of law to Delores J. Ball upon the death of Ronald W. Ball. The one quarter interest held by Ronald W. Ball became an asset of his estate upon his death. These lands are also described in Appendix B attached hereto.

The three quarter interest in mineral rights owned by Ronald W. Ball in Township 33 North, Range 112 West, Section 30: S1/2SW1/4SE1/4SW1/4 and Section 31: SE1/4NW1/4, NE1/4NW1/4, and that portion of Lot 2 (SW1/4NW1/4) described in Exhibit C attached to that deed, were conveyed to Ronald Corbin Ball by Personal Representative's

Deed dated the 11th day of July, 2000, and recorded at Book 40 of Warranty Deeds, Page 668 of the records of the Clerk of Sublette County.

The remaining mineral rights owned by the estate, being those mineral rights described in Appendix B less those conveyed to Ronald Corbin Ball, shall be distributed in equal one third shares to Ronald Corbin Ball, Melanie Fay Ball, and Jennifer Joan Ball, as tenants in common.

This conveyance is a departure from the terms of Ronald W. Ball's last Will, but has been consented to by all beneficiaries.

The decedent was a sole owner of a wastewater disposal and evaporation pit for oil field produced water. This facility and 40 acres upon which it is located is being conveyed to aa Ventures, Inc., a Wyoming corporation, in exchange for issuance of 10,000 shares of stock to the estate. The Personal Representative proposes to distribute this stock to Ronald Corbin Ball.

The Personal Representative believes that it is consistent with protection of the ranch, the decedent's major asset, to place the pit into a separate entity for liability purposes. All beneficiaries concur.

II PERSONAL PROPERTY:	Appraised Values
1. 10 Old Cadillac Automobiles (to Ronald Corbin Ball)	$ nominal
2. Clothing (to Delores J. Ball and Ronald Corbin Ball)	$500

[redacted] [redacted] [redacted]

3. Farm Equipment and Machinery (to Ronald Corbin Ball)	$75,900
4. Guns (to Ronald Corbin Ball)	$1,625
5. Silver Dollars (to Delores J. Ball)	$380
6. Tack (to "a a Ranch, LLC")	$3,300
7. Jewelry (to Ronald Corbin Ball)	$500
8. 1960 Green Chevrolet Stock Truck, 21' Box VIN# OL663F121832	
Title # 23-29377 (to Ronald Corbin Ball)	$750
9. 1962 Red Chevrolet Stock Truck, 18' Box VIN# LV4009N6593E	
Title # 23-0072505 (to Ronald Corbin Ball)	$1,000
10. Wastewater Disposal Facility and related improvements	
(all corporate stock in "a a Ventures, Inc., a Wyoming	
corporation", to Ronald Corbin Ball)	No Market Value
11. 1964 Jet 14 foot camper trailer VIN# 1464404	
Title # 23-20374 (to Ronald Corbin Ball)	$300
12. 1973 Airstream Excell 500, 30' trailer (to Jennifer Joan Ball)	$3,000
13. 1982 Oakbrook 40 foot house trailer VIN# 15L10411	
Title # 23-51740 (to Melanie Fay Ball)	$2,000
14. "Magnolia" boat (to Ronald Corbin Ball)	$ nominal
15. "No Name" boat (to Melanie Fay Ball)	$ nominal
16. "Jet" (medium sized) camper trailer (to Melanie Fay Ball)	$ nominal

17. 1973 GMC Suburban (color: Rust) VIN# TKY163F510590

Title # 23-30044 (to Jennifer Joan Ball) $100

18. 1977 Lincoln (color: Brown) VIN# 7Y82A878715

(to Jennifer Joan Ball) $ nominal

19. 1979 Brown Chevrolet Suburban (to Ronald Corbin Ball) $250

20. 1967 Blue Code Stock Trailer, VIN# 109ST67

Title #23-22552 (to Ronald Corbin Ball) $300

21. 1986 Charmac 4 horse trailer, Title #23-50942

VIN# 1C9G18203G1216317 (to Ronald Corbin Ball) $1,500

22. 1976 Mapeg Laringer Flatbed, 16' VIN# T76MMC0282

Title # 23-55536 (to Ronald Corbin Ball) $1,000

23. 1979 Blue Lincoln Town Car, 4 door Sedan VIN# 9Y82S762124

Title # 2352612 (to Melanie Fay Ball) $400

24. 1972 Blue Mercury Colony Park 4 door VIN# 2Z76N537558

Title # 23-28756 (to Melanie Fay Ball) $25

25. 1948 Aqua Oldsmobile 4 door Sedan VIN # 92842H98K6389

Title # 23-15481 (to Ronald Corbin Ball) $25

26. 1985 Brown GMC 4x4 Pickup, one ton, Title #23-55592

VIN # 2GTHK34WXF1513704, (to Ronald Corbin Ball) $4,000

27. 1983 Brown Chevrolet 4x4 Pickup VIN# 1GCGK24M2DJ124403

Title # 23050060 (to Ronald Corbin Ball) $1,500

28. 1985 Brown Chevrolet Crew Cab Pickup

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

VIN# 1GCHK33MXFS196264 Title # 23-65343

(to Ronald Corbin Ball) $3,000

29. 1966 International Dump Truck VIN# 218512G212474

Title # 23-54923 (to Ronald Corbin Ball) $750

30. 1975 Cadillac Limousine Brown (to Jennifer Joan Ball) $Nominal

10. NOTICE AND HEARING ON THIS REPORT: W.S. 2-7-811(c); 2-7-204:

All heirs, creditors and distributees have signed their consents to distribution as aforesaid, and waived a hearing. The Court set the Final Report and Accounting for hearing on the 30th day of March, 2001.

WHEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Final Report, Accounting and Petition for Distribution filed on or about the 15th day of February, 2001, is hereby accepted and approved.

2. The foregoing findings of the Court are incorporated in this Decree by reference.

3. The attorney for the estate shall be paid the sum of $9,469.00 by the Personal Representative.

4. The Personal Representative shall receive a fee of $9,469.00.

5. The conveyances of land to heirs of the estate and "aa Ventures, Inc." including mineral rights (if any) already made by the Personal Representative are approved. The Personal Representative has distributed the estate's interest in several specified parcels to children of the decedent and to the

surviving spouse, as follows:

To Melanie Fay Ball, the estate's right, title and interest in:

Sublette County, Wyoming:
Township 33 North, Range 113 West, 6th P.M.

Section 25: Part of NE1/4: See Exhibit A, incorporated in the Deed.

To Jennifer Joan Ball, the estate's right, title and interest in:

Sublette County, Wyoming
Township 33 North, Range 113 West, 6th P.M.

Section 24: Part: See Exhibits A & B, incorporated in the Deed.
Section 25: Part: See Exhibits A & B, incorporated in the Deed.

To Ronald Corbin Ball, the estate's right, title and interest in:

Sublette County, Wyoming:
Township 33 North, Range 112 West, 6th P.M.

Section 30: S1/2SW1/4SE1/4SW1/4
Section 31: SE1/4NW1/4
NE1/4NW1/4

That Portion of Lot 2 (SW1/4NW1/4) described in Exhibit C attached thereto.

To "aa Ventures, Inc., a Wyoming corporation" (in exchange for corporate stock):

Sublette County, Wyoming:
Township 33 North, Range 112 West, 6th P.M.

Section 31: SE1/4SE1/4

These conveyances are hereby approved.

6. The following assets of the estate are set over to Ronald Corbin Ball:

a. Vehicles and other property as follows:

10 Old Cadillac Automobiles (to Ronald Corbin Ball)

Clothing (to Delores J. Ball and Ronald Corbin Ball)

Farm Equipment and Machinery (to Ronald Corbin Ball)

Guns (to Ronald Corbin Ball)

Jewelry (to Ronald Corbin Ball)

1960 Green Chevrolet Stock Truck, 21' Box VIN# OL663F121832
Title # 23-29377 (to Ronald Corbin Ball)

1962 Red Chevrolet Stock Truck, 18' Box VIN# LV4009N6593E
Title # 23-0072505 (to Ronald Corbin Ball)

1964 Jet 14 foot camper trailer VIN# 1464404
Title # 23-20374 (to Ronald Corbin Ball)

"Magnolia" boat (to Ronald Corbin Ball)

1979 Brown Chevrolet Suburban (to Ronald Corbin Ball)

1967 Blue Code Stock Trailer, VIN# 109ST67
Title #23-22552 (to Ronald Corbin Ball)

1986 Charmac 4 horse trailer, Title #23-50942
VIN# 1C9G18203G1216317 (to Ronald Corbin Ball)

1976 Mapeg Laringer Flatbed, 16' VIN# T76MMC0282
Title # 23-55536 (to Ronald Corbin Ball)

1948 Aqua Oldsmobile 4 door Sedan VIN # 92842H98K6389
Title # 23-15481 (to Ronald Corbin Ball)

1985 Brown GMC 4x4 Pickup, one ton, Title #23-55592
VIN # 2GTHK34WXF1513704, (to Ronald Corbin Ball)

1983 Brown Chevrolet 4x4 Pickup VIN# 1GCGK24M2DJ124403
Title # 23050060 (to Ronald Corbin Ball)

1985 Brown Chevrolet Crew Cab Pickup
VIN# 1GCHK33MXFS196264 Title # 23-65343 (to Ronald Corbin Ball)

1966 International Dump Truck VIN# 218512G212474
Title # 23-54923 (to Ronald Corbin Ball)

b. Wastewater Disposal Facility and related improvements (all corporate stock in "aa Ventures, Inc., a Wyoming corporation", to Ronald Corbin Ball)

c. 25 head of cows

d. All farm equipment and machinery listed in the Inventory.

7. The following assets of the estate are set over to Melanie Fay Ball:

Vehicles and personal property as follows:

1982 Oakbrook 40 foot house trailer VIN# 15L10411
Title # 23-51740 (to Melanie Fay Ball)

"No Name" boat (to Melanie Fay Ball)

"Jet" (medium sized) camper trailer (to Melanie Fay Ball)

1979 Blue Lincoln Town Car, 4 door Sedan VIN# 9Y82S762124
Title # 2352612 (to Melanie Fay Ball)

1972 Blue Mercury Colony Park 4 door VIN# 2Z76N537558
Title # 23-28756 (to Melanie Fay Ball)

25 head of cows

8. The following assets of the estate are set over to Jennifer Joan Ball:

Vehicles and personal property as follows:

1973 Airstream Excell 500, 30' trailer (to Jennifer Joan Ball)

1973 GMC Suburban (color: Rust) VIN# TKY163F510590
Title # 23-30044 (to Jennifer Joan Ball)

1977 Lincoln (color: Brown) VIN# 7Y82A878715 (to Jennifer Joan Ball)

1975 Cadillac Limousine Brown (to Jennifer Joan Ball)

25 head of cows

9. The following assets of the estate are set over to Delores J. Ball:

Clothing (to Delores J. Ball and Ronald Corbin Ball)

Silver Dollars (to Delores J. Ball)

10. The following assets of the estate are set over to "aa Ranch, LLC" (owned one-half by Delores J. Ball and one-half by Ronald Corbin Ball):

a. The balance of the estate's interest in land.

The legal description is as follows:

Township 33 North, Range 112 West

Section 30: Lots 2, 3, 4, SE1/4NW1/4, E1/2SW1/4, SE1/4
Section 31: Lots 1, 2, 3, 4, E1/2W1/2, E1/2

Township 33 North, Range 113West

Section 24: S1/2SW1/4
Section 25: E1/2W1/2, E1/2

Less those portions of the above-described land alreadyconveyed by deeds.

b. Any livestock remaining after distributions pursuant to paragraphs 6 through 8.

c. Tack

11. The estate's interest in minerals and mineral rights (remaining after the foregoing conveyances) as described below are distributed and set over to Melanie Fay Ball, Jennifer Joan Ball and Ronald Corbin Ball in equal shares, as tenants in common.

DESCRIPTION OF MINERALS: County of Sublette, State of Wyoming	MINERAL INTEREST:
Township 33 North, Range 112 West 6th P.M.	
Section 29: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4	75.00%
Section 30: Lots 2-4, SE/4NW/4, E/2SW/4, SE/4	75.00%
Section 31: Lots 1-3, E/2NW/4, NE/4SW/4, NE/4, N/2SE/4	75.00%
Section 32: N/2NW/4, NW/4NE/4	75.00%
Township 33 North, Range 113 West 6th P.M.	
Section 25: S/2NE/4, SE/4, E/2SW/4	75.00%
Township 32 North, Range 113 West 6th P.M.	
Section 11: N/2S/2	25.00%
Section 12: Lots 1, 2, N/2S/2	25.00%
Township 32 North Range 112 West 6th P.M.	
Section 07: Lots 4, 5, NE/4SW/4, W/2SE/4, SE/4SE/4	25.00%
Section 08: SW/4SW/4	25.00%
Gross Mineral Acres: 2,332.73	
Net Mineral Acres: 1,423.0825	

12. The residue of the estate, including all property accidentally omitted from the Final Report and Accounting or hereafter discovered or acquired by the estate, shall be and hereby is distributed as follows:

Minerals: One-third each to Melanie Fay Ball, Jennifer Joan Ball and

Ronald Corbin Ball, as tenants in common.

Other Real Estate: Ronald Corbin Ball.

All other assets: One-half to Melanie Fay Ball and one-half to Jennifer Joan Ball.

13. The Personal Representative may apply for discharge after she has completed all of the conveyances set forth above.

SO ORDERED this 4th day of April, 2001.

DISTRICT JUDGE

ball\orderapprovingfinaldecree.dab

THE STATE OF WYOMING

COUNTY OF SUBLETTE

MARILYN S. KRUEGER, CLERK OF THE NINTH JUDICAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING IS A TRUE AND COMPLETE COPY.

SEAL

SIGNED

241

STATE OF WYOMING)
: ss.
COUNTY OF CARBON)

IN THE DISTRICT COURT

SECOND JUDICIAL DISTRICT

Probate No. 5288

STATE OF WYOMING)
COUNTY OF CARBON) ss
FILED
MAY - 2 2001
LINDY L. SCHMIDT
CLERK OF DISTRICT COURT
BY _____
DEPUTY

IN THE MATTER OF THE ESTATE

OF

F. B. CRONBERG, Deceased.

ORDER APPROVING FINAL REPORT AND DECREE OF DISTRIBUTION

The Personal Representative having heretofore filed herein a Final Report and Petition for Distribution and such having come on for hearing before the Court and evidence, both oral and documentary, having been introduced, and the Court, having reviewed the premises, finds that a Waiver of Notice and Consent to Approval of Final Report has been executed by the beneficiaries and filed herein, and that therefore 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 on the merits.

The Court finds from the evidence adduced at said hearing that all and singular the allegations and statements in the Final Report and Petition for Distribution are true and correct and 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 prior Orders of this Court.

The Court finds the deceased died testate on the 15th day of June, 1981, and at the time of his death was a resident of the County of Carbon, State of Wyoming, and left an estate subject to administration therein.

The Court finds all published notices required by law have been made and that all notices required by law to be mailed have in fact been sent to those entitled to such notices.

The Court finds all taxes levied against the property and assets of the estate have been paid or discharged, and that all claims and debts against the decedent and all expenses, debts and charges of administration, except as noted herein, have been paid and discharged.

The Court finds it made an order admitting the will of the deceased to probate after due and proper notice had been given in the manner prescribed by law and that thereafter Letters Testamentary were duly issued.

284093

RECORDED May 17 2001 4:15 PM
IN BOOK 72 Misc PAGE 241
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

The Court finds the statutory fees due the Personal Representative and the attorney employed by such representative have been paid, but authorization should be given for the payment of extraordinary fees, together with such sums as have been advanced by such attorney.

The Court finds the decedent died testate and under the terms of the will the estate property was devised and bequeathed as follows:

> (d) Upon the death of my said wife, or in the event that my wife should renounce any interest in the above and foregoing trust, then, and in that event, any amount remaining in the trust including accruing and undistributed income shall be distributed unto my children living at such time to be divided equally among them or in the event any of my children shall not be alive then and in that event the share which such deceased child of mine will have received shall be divided equally among the surviving children of such deceased child of mine, and if there are no such surviving children, then the share of such deceased child of mine shall be divided equally among the surviving children of mine.
>
> In the event my wife predeceases me then my estate shall be distributed as provided in paragraph 4(d) above.

The Court further finds that no objections have been filed, in writing or orally, to the said Final Report and Petition for Distribution. The Court further finds the administration of said estate is fully and finally concluded and that said estate is ready for distribution and, therefore, an 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 an order ought to be entered herein 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.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christian F. Cronberg, Personal Representative for the estate, be and is hereby allowed the sum of $1,250.00 for extra ordinary services rendered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that John A. MacPherson, attorney for the estate, be and is hereby allowed the sum of $1,250.00 for extraordinary services rendered, and to be rendered for this estate, including the closing of the estate, together with the sum of $86.22 representing expenses advanced and the Personal Representative is hereby directed to pay such amounts forthwith.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the balance of the estate assets now in the hands of the Personal Representative, together with all other property or assets not now known, but which may be hereafter discovered be and are hereby distributed, as follows:

An undivided one-half interest to Christian F. Cronberg
PO Box 1028
Willcox, AZ 85644

An undivided one-half interest to Carolyn J. Woodward
1850 West Lincoln, Sp. 187
El Centro, CA 92243

That the property distributed hereby is described as follows:

Lot 10, Block 14, Union Pacific Railroad Company's First Addition to the Town of Medicine Bow, Carbon County, Wyoming.

493.5 shares of Cronberg Bros., Inc.

Mineral Interests as described on Exhibits "A" and "B" attached hereto and made a part hereof by this reference.

Miscellaneous personal property

Rawlins National Bank Account #32387

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that when the Personal Representative has paid the indebtedness of the estate as noted herein and has completed the distribution of all estate assets, as ordered herein, with documentation necessary with respect thereto, the Personal Representative shall file with the Court a Petition for Discharge.

DATED this 2 day of May, 2001.

Kenneth Stelzner

JUDGE

STATE OF WYOMING }
COUNTY OF CARBON } ss
CERTIFIED TO BE A FULL, TRUE AND CORRECT COPY

LINDY S. SCHMIDT
CLERK OF DISTRICT COURT
BY: Deputy

DATED 2 DAY OF May 2001

EXHIBIT "A"

MINERAL INTERESTS

BELCO PETROLEUM CORPORATION

Township 29 North, Range 113 West, 6th P.M.
(1007-012-Big Piney Shallow B-12)

Section 23: SE¼

Interest: 1/3 of .00062500 or .00020834

Township 29 North, Range 113 West, 6th P.M.
(1010-999-Big Piney Shallow B-17 & B-43)

Section 24: S½
Section 25: N½N½

Interest: 1/3 of .00187500 or .00062500

Township 29 North, Range 113 West, 6th P.M.
(1014-999-Big Piney Shallow B-30 & B-44)

Section 25: S½SE¼, S½

Interest: 1/3 of .00187500 or .00062500

Township 29 North, Range 113 West, 6th P.M.
(1017-036-Big Piney Shallow B-36)

Section 25: E½SW¼, SW¼SE¼

Interest: 1/3 of .00187500 or .00062500

Township 29 North, Range 113 West, 6th P.M.
(1020-060-Big Piney Shallow B-60)

Section 25: W½SW¼

Interest: 1/3 of .00187500 or.00062500

Township 27 North, Range 113 West, 6th P.M.
(1139-999-La Minton South La Barge)

Section 28: N½SW¼, S½SW¼, NW¼SE¼, SW¼NE¼, S½NW¼
Limited to zones below 1500 ft. above the top of the Frontier Formation.

Interest: 1/3 of .00031429 or .00010477

Township 29 North, Range 113 West, 6th P.M.
(1172-999-Big Piney P Sand Unit)

Section 25: N½NE¼, E½SW¼, SW¼SE¼

Interest: 1/3 of .00011748 or .00003916

Township 29 North, Range 113 West, 6th P.M.
(1265-999-Big Piney Mesaverde Unit)

Big Piney (Mesaverde) Unit Area Unit Agreement dated January 1, 1968 as approved December 21, 1967 by United States Geological Survey Certification-Determination 14-08-0001 8898.

Interest: 1/3 of .00012839 or .00004279

EXHIBIT "B"

MINERAL INTERESTS

ENERGY RESERVES GROUP

Tract 1: Township 29 North, Range 113 West
(D/L No. 76-9054 Big Piney Mesaverde)

Section 23: E½

Section 14: SW¼, S½NW¼, SW¼NE¼, W½SE¼

Interest: .0003125 (1/2 of 1/16 of 1%)

Tract 7: Township 29 North, Range 113 West
(D/L No. 76-9058 Big Piney Mesaverde)

Section 25: E½SW¼SW¼SE¼

Interest: .0009375 (50% of 0.1875%)

Tract 11: Township 29 North, Range 113 West
(D/L No. 76-9062 Big Piney Mesaverde)

Section 26: N½NE¼NE¼NW¼

Interest: .0009375 (50% of 0.1875%)

Tract 12: Township 29 North, Range 113 West
(D/L No. 76-9063 Big Piney Mesaverde)

Section 25: NW¼NW¼

Interest: .0009375 (50% of 0.1875%)

Tract 13: Township 29 North, Range 113 West
(D/L No. 76-9064 Big Piney Mesaverde)

Section 25: W½SW¼

Interest: .0009375 (50% of 0.1875%)

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CERTIFICATE OF PURCHASE

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

THIS CERTIFICATE OF PURCHASE is made and delivered this 18 day of May, 2001, by the undersigned Sheriff or Deputy Sheriff of the County of Sublette, State of Wyoming, to Phillip Leo Reints, Sandra Darlene Reints, + the Reints Family LLC.

WITNESSETH:

WHEREAS, on or about March 28, 2001, Judgment was filed in Sublette County Civil Action No.6133 against SMC Wireless Corporation and James Phillip McCabe and a public sale was duly held on May 18, 2001, concerning the following real property described as:

Parcel 1:
Lots 13 and 14 of the Hecox Second Subdivision, Sublette County, Wyoming.

Parcel 2:
That part of the S½ NE¼ NW¼ 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, N.89°22.8' W., 274.73 feet from the southeast corner of the said, 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 S.76°59'E., 561.39 feet along the south line of said Lot 4 to the southeast point of said Lot; thence S.05°11.4' W., 201.36 feet along the west line of said Lot 6 to a point; thence S.09°52.9' W., 155.22 feet along said west line of the point of beginning;

TOGETHER WITH all improvements and appurtenances thereunto appertaining; and

WHEREAS, said sale was held on May 18, 2001, at the front door of the Sublette County Courthouse, Sublette County, Wyoming, said sale being made by the undersigned; and

284096

RECORDED May 18 2001 10:10AM
IN BOOK 72 Misc. PAGE 247
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

WHEREAS, at said sale,

[ ] _____ purchased the real property described above for the sum of $_____.

or

[X] Philip Leo Reints, *et al.*, Mortgagees, purchased the real property for the bid of $ 545,000.00.

NOW THEREFORE, by virtue of the sale, the payment of said money as aforesaid, and by virtue of the authority vested in me by law, I hereby give and grant this, my **Certificate of Sale** to Phillip Leo Reints, Sandra Darlene Reints, + The Reints Family LC who shall be entitled to a deed for the property at the expiration of the period of redemption, unless the property is redeemed prior to that date as provided by law.

IN WITNESS WHEREOF, I have duly executed this **Certificate of Sale** on this 18 day of May, 2001.

HANK RULAND, Sheriff

By: Henry Schmidt
Henry Schmidt, Undersheriff

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The above **Certificate of Sale** was subscribed and sworn to before me by HENRY SCHMIDT, Undersheriff, this 18th day of May, 2001.

Witness my hand and official seal.

Tracey L Hoover
NOTARY PUBLIC

My Commission Expires: 8/8/02.

SUBLETTE COUNTY HOSPITAL DISTRICT

249

AFFIDAVIT OF SURVIVORSHIP

Paula Crittenden, being of legal age and being first duly sworn upon oath according to law, does hereby depose and say that:

1. Paul N. Crittenden, Sr. died on December 29, 2000 in Morgan County, Utah, and a certified copy of the death certificate is attached hereto and made a part hereof.

2. Paul N. Crittenden, Sr. and Paula Crittenden were husband and wife at such time and were the owners of certain real property located in Sublette County, State of Wyoming, vested n them as husband and wife with right of survivorship.

3. The attached Exhibit "A" is a description of said real property.

4. Such property was conveyed to such persons as grantees by instrument recorded on April 25, 1986 in Book 26 of Deeds page 424.

5. I do further certify under oath that the deceased Paul N. Crittenden, Sr. was the same party named in and whose death terminated his estate in the real property described under the vesting instrument.

6. The undersigned is the surviving spouse of Paul N. Crittenden, Sr.

7. This Affidavit is made for the purposes of complying with applicable Wyoming statutes providing for the termination of joint tenancies in the appropriate statutory manner.

Subscribed and sworn to by the undersigned effective as of the 21st day of March, 2001.

Paula Crittenden

STATE OF UTAH)
) ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me by Paula Crittenden this 21st day of March, 2001.

SHANNON R NICHOLS
NOTARY PUBLIC • STATE of UTAH
635 25th ST
OGDEN, UT 84401
COMM. EXP. 12-11-2003

(seal)

Notary Public
My Commission Expires:

284102

RECORDED May 18 2001 1:00 PM
IN BOOK 72 Misc PAGE 249
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ALL THAT PART OF THE NW¼SE¼ and of the SW¼NE¼ and of the SE¼NW¼ of Section 29, T38N, R113W, 6th P.M., lying north and east of the U.S. Highway No. 187, described as follows: Beginning at the NE corner of the SE¼NW¼ of said Section 29, which point is marked with a cobblestone 4x8x12 inches, set in the ground, marked 1/16 on the north face and B on the south face, with a pole setting alongside, and proceeding Easterly along the North line of the SW¼NE¼ of said Section 29 for a distance of 1311 feet, more or less, to the NE corner of said SW¼NE¼; thence proceeding Southerly along the East line of said SW¼NE¼ a distance of 1318 feet, more or less, to the SE corner of said SW¼NE¼; thence continuing Southerly along the East line of the NW¼SE¼ of said Section 29 a distance of 733 feet, more or less, to the point where the East line of said NW¼SE¼ intersects the Northerly right of way line of U.S. Highway 187, which is approximately at Station 762 plus 69.4 of the Highway Survey; thence proceeding along the Northerly right of way line of U.S. Highway No. 187, N53°27'W., a distance of 694.6 feet, more or less, to Station 755 plus 74.8 of the Highway Survey, which point is the beginning of a spiral curve to the right; thence continuing along the Northerly right of way line of U.S. Highway No. 187 around a 2°00' spiral curve to the right for a distance of 200 feet to Station 753 plus 74.8 of the Highway Survey, which point is the beginnning of a circular curve to the right; thence continuing along the Northerly right of way line of U.S. Highway No. 187 around a 2°00' circular curve to the right, the central angle of which is 6°00' for a distance of 300 feet to Station 750 plus 74.8 of the Highway Survey, which point is the beginning of a spiral curve to the right; thence continuing along the Northerly right of way line of U.S. Highway No. 187, around a 2°00' spiral curve to the right, for a distance of 200 feet, more or less to Station 748 plus 74.8 of the Highway Survey, which point is the end of said curve; thence continuing along the Northerly right of way line of U.S. Highway No. 187, N43°27'W., a distance of 1610.2 feet, more or less, to approximately Station 732 plus 64.6 of the Highway Survey, the point where the Northerly right of way line of the U.S. Highway No. 187 intersects the north line of the SE¼NW¼ of said Section 29; thence proceeding easterly along the north line of said SE¼NW¼ a distance of 873 feet, more or less, to the northeast corner of said SE¼NW¼, which point is the point of beginning of this traverse. EXCEPTING THEREFROM A TRACT OF LAND DEEDED TO JESS JOHNSON, RECORDED IN BOOK 7 OF DEEDS, PAGE 431, described as follows: Beginning at Corner No. 1 which lies N.78°42'W., a distance of 2842.4 feet from the W¼ corner of Section 28, T38N, R113W, 6th P.M.; thence N.43°35'W., a distance of 335 feet to Corner No. 2, which is along the U.S. Highway No. 187 right of way fence; thence N.46°25'E., for a distance of 130 feet to Corner No. 3; thence S.43°35'E. for a distance of 335 feet to corner No. 4; thence S.46°25 W., for a distance of 130 feet to corner No. 1, the point of beginning; AND EXCEPTING ALSO THEREFROM A TRACT OF LAND LOCATED IN THE SE¼NE¼ more particularly described as follows: Beginning at Corner No. 1 which lies N.78°42'W., a distance of 2842.4 feet from the West Quarter Corner of Section 28, T38N, R113W, 6th P.M., and being on the right of way of U.S. Highway No. 187, and the point of beginning of this traverse; thence northeasterly 250 feet to Corner No. 2; thence southeasterly and parallel with Highway right of way 350 feet to Corner No. 3; thence southwesterly 250 feet to Corner No. 4, being a point on U.S. Highway No. 187 right of way; thence northwesterly 350 feet, more or less, along said right of way to Corner No. 1, the point of beginning. EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE HOBACK RIVER.
Together with all improvements and appurtenances thereunto appertaining: SUBJECT TO prior mineral reservations of record; and SUBJECT TO rights of ingress and egress to prospect for, mine and remove said minerals;

STATE OF UTAH - DEPARTMENT OF HEALTH

251

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

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 29-1499-00 STATE FILE NUMBER

DECEDENT

1 NAME OF DECEDENT FIRST: Paul MIDDLE: Nicholas LAST: Crittenden | 2 SEX: male | 3a DATE OF DEATH (Mo., Day, Yr.): December 29, 2000 | 3b TIME OF DEATH (24 hr. clock): 1214

4 DATE OF BIRTH (Mo., Day, Yr.): December 18, 1925 | 5 AGE - Last Birthday: 75 | IF UNDER 1 YEAR Months / Days | IF UNDER 24 HRS Hours / Minutes | 6 BIRTHPLACE (City & State or Foreign Country): Ogden, Utah | 7 SOCIAL SECURITY NUMBER: 528-22-9320

8a PLACE OF DEATH (check only one): 1 Inpatient; X 2 ER/Outpatient; 3 DOA; 4 Dead on Arrival; 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): Ogden Regional Hospital

8c CITY, TOWN, OR LOCATION OF DEATH: Washington Terrace | 8d COUNTY OF DEATH: Weber | 9 SURVIVING SPOUSE (If wife, give maiden name): Paula Paulson

10 WAS DECEDENT EVER IN THE U.S. ARMED FORCES? XX 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): Railroad Laborer | 12b KIND OF BUSINESS OR INDUSTRY: Southern Pacific Railroad

13a RESIDENCE - STREET AND NUMBER: 4150 West Peterson Creek Road | 13b CITY, TOWN OR COMMUNITY: Peterson | 13c COUNTY: Morgan | 13d STATE: Utah

13e INSIDE CITY LIMITS? 1 Yes; XX 2 No | 13f ZIP CODE: 84050

14. WAS DECEDENT OF HISPANIC ORIGIN? 1 Yes; XX 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): George Carroll Crittenden | 18 MAIDEN NAME OF MOTHER (First, Middle, Last): Luella Nicholas

INFORMANT

19 NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Paula P. Crittenden (wife), 4150 West Peterson Creek Road, Morgan, Utah 84050

DISPOSITION

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

21a DATE OF DISPOSITION: Jan. 2, 2001 | 21b PLACE OF DISPOSITION (name of cemetery, crematory, or other place): South Morgan Cemetery | 21c LOCATION - City or Town, State: Morgan, Utah

22 SIGNATURE OF FUNERAL SERVICE LICENSEE: Mark J Walker | 23. LICENSEE NUMBER: 101093 | 24. FUNERAL HOME (Name and address): 102476-0901 Walker Mortuary, 45 West 200 North, PO Box 116, Morgan, Utah 84050

CERTIFIER

25 DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: 9-13-00

26. If not certified by medical examiner, was death reported to M.E.? X 1 Yes; 2 No. If yes, enter the date and hour reported. M.E. CASE NO R.B. HR 1315 MO Jan DAY 4 YEAR 2001

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: M J Diehl MD | 27c LICENSE NUMBER: 295-9961-1203 | 27d DATE SIGNED (Month, Day, Year): 1-3-01

28 NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/Print): Michael J. Diehl MD, 5405 South 500 East, Suite 204, Ogden, Utah 84405

REGISTRAR

29 REGISTRAR'S SIGNATURE: Craig Kenington | 30a. DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.) | 30b DATE FILED (Mo., Day, Yr.): JAN 08 2001

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 CORONARY ARTERY DISEASE	2 yrs
	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; X 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 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)

USE PERMANENT BLACK INK

SDH-BVR Form 12 Rev. 12/98

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: FEB 21 2001

County: WEBER

Registrar: Craig Kenington

Barry E. Nangle

Barry E. Nangle
DIRECTOR OF VITAL RECORDS

By

LL781074

0078107 4

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.

[redacted] [redacted]

When Recorded
Return to:

Mead & Phillips
Hansen Building, Suite 501
2515 Warren Avenue
Cheyenne, WY 82001

28417

RECORDED May 21 [redacted] 1:30 A M
IN BOOK 72 MISC PAGE 252
FEES $ 8.00 May L 2440 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

VERIFIED LIEN STATEMENT FOR LIEN FOR MEDICAL ASSISTANCE

NAME OF CLAIMANT: State of Wyoming, Department of Health.

ADDRESS: 2300 Capitol Avenue, Room 147
Cheyenne, Wyoming 82002

NAME AND ADDRESS OF PERSON TO WHOM MEDICAL CARE WAS FURNISHED AND AGAINST WHOSE PROPERTY LIEN IS FILED:

NAME: Esther Shurtleff
ADDRESS: P.O. Box 788
Pinedale, WY 82941

LEGAL DESCRIPTION OF REAL PROPERTY:

Parcel A:
Beginning on a point which is 566 feet South of a point which is 1,573 feet East of the Northwest corner of Section 2, Township 33 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, and running thence East 80 feet; thence South 100 feet; thence West 80 feet; thence North 100 feet to the point of beginning; together with all improvements and appurtenances thereunto appertaining;

Parcel B:
Beginning on a point which is 566 feet South of a point which is 1,573 feet East of the Northwest corner of Section 2, Township 33 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, and running thence East 80 feet; thence North 150 feet; thence West 70 feet; thence S.54°30'W., 12.3 feet; thence South 142.8 feet to the point of beginning; together with all improvements and appurtenances thereunto appertaining;

Parcel C:
Beginning on a point which is 566 feet South of a point which is 1,573 feet East of the Northwest corner of Section 2, Township 33 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, and running thence West 50 feet; thence South 100 feet; thence East 50 feet; thence North 100 feet to the point of beginning; together with all improvements and appurtenances thereunto appertaining;

Rlsd. Bk 76 Misc. pg. 438 11-10-03 252

Parcel D:
Beginning on a point which is 566 feet South of a point which is 1,373 feet East of the Northwest corner of Section 2, Township 33 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, and running thence East 200 feet; thence North 142.8 feet; thence S.54°30'W., a distance of 245.7 feet to the point of beginning; together with all improvements and appurtenances thereunto appertaining;

NAME AND ADDRESS OF VENDOR(S) FURNISHING MEDICAL CARE:

The primary vendors providing medical care were Pinedale Drug, Sublette Center, and J. Thomas Johnston in Pinedale, Wyoming and various other providers on file with the Department of Health.

DATE OF SERVICE: 03/01/1997 to present

AMOUNT DUE FOR CARE: $107,664.47

TOTAL AMOUNT DUE AND OWING CLAIMANT, STATE OF WYOMING, DEPARTMENT OF HEALTH, FOR ALL CARE: $107,664.47.

IN WITNESS WHEREOF, I do hereunder set my hand this 18th day of May, 2001.

State of Wyoming,
Department of Health

By: Debbie Paiz
Its: Recovery Manager

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing Verified Lien Statement for Lien for Medical Assistance of Esther Shurtleff was subscribed and sworn to before me by Debbie Paiz this 18th day of May, 2001.

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

ICE OF SEPARATION FROM THE U. S. NAVAL SERVICE

ERS-553 (Rev. 8-45)

RECORD OF NAVAL SERVICE

1. SERIAL OR FILE NO. 2. NAME (LAST) (FIRST) (MIDDLE) 3. RATE AND CLASS OR RANK AND CLASSIFICATION 4. PERMANENT ADDRESS FOR MAILING PURPOSES

881-63-81
Douglas, Martin Francis
Fireman First Class SV6 USNR
1211 N. Spring St. Compton
Los Angeles, California

5. PLACE OF SEPARATION
PSC Lido Beach, L.I., N.Y.

6. CHARACTER OF SEPARATION
Hon.

7. ADDRESS FROM WHICH EMPLOYMENT WILL BE SOUGHT
Same as #4

8. RACE	9. SEX	10. MARITAL STATUS	11. U. S. CITIZEN (YES OR NO)
W.	M.	Married	Yes

12. DATE AND PLACE OF BIRTH
12-20-18 Whittier, California

SEL. SER. DATA — 13. REGISTERED [X] YES [ ] NO — 14. SELECTIVE SERVICE BOARD OF REGISTRATION #201

15. HOME ADDRESS AT TIME OF ENTRY INTO SERVICE
9024 Meriot Ave. Los Angeles, Calif.

16. MEANS OF ENTRY (INDICATE BY CHECK IN APPROPRIATE BOX)
[X] ENLISTED DATE 8-10-44 [ ] INDUCTED DATE [ ] COMMISSIONED DATE

17. DATE OF ENTRY INTO ACTIVE SERVICE
8-10-44

18. NET SERVICE (FOR PAY PURPOSES) (YRS, MOS, DAYS)
1-1-27

19. PLACE OF ENTRY INTO ACTIVE SERVICE
Los Angeles, Calif.

20. QUALIFICATIONS, CERTIFICATES HELD, ETC.

21. RATINGS HELD
A/S, S2/c, M1/c

22. FOREIGN AND/OR SEA SERVICE WORLD WAR II
[ ] YES [X] NO

23. SERVICE SCHOOLS COMPLETED — WEEKS
Diesel Submarine — 25

24. SERVICE (VESSELS AND STATIONS SERVED ON)
NRS LOS ANGELES, CALIF.
USNTC SAN DIEGO, CALIF.
NAVTRAGEN(BASIC ENG), GULFPORT, MISS.
FLEET SERVICE SCHOOLS
US NAV REP BASE, SAN DIEGO, CALIF.
S/M BASE, NEW LONDON CONN. See 34

EMPLOYMENT AND EDUCATIONAL DATA — INSURANCE DATA

IMPORTANT: IF PREMIUM IS NOT PAID WHEN DUE OR WITHIN THIRTY-ONE DAYS THEREAFTER INSURANCE WILL LAPSE. MAKE CHECKS OR MONEY ORDERS PAYABLE TO THE TREASURER OF THE U. S. AND FORWARD TO COLLECTOR'S SUBDIVISION VETERANS ADMINISTRATION, WASHINGTON 25, D. C.

25. KIND OF INSURANCE	26. EFFECTIVE MONTH OF ALLOTMENT DISCONTINUANCE	27. MONTH NEXT PREMIUM DUE	28. AMOUNT OF PREMIUM DUE EACH MONTH	29. INTENTION OF VETERAN TO CONTINUE INSURANCE
NSI	10/45	12/45	6.90	Yes

30. TOTAL PAYMENT UPON DISCHARGE $	31. TRAVEL OR MILEAGE ALLOWANCE INCLUDED IN TOTAL PAYMENT $	32. INITIAL MUSTERING OUT PAY	33. NAME OF DISBURSING OFFICER
77.69	68.40	YES	E.P. O'ROURKE

34. REMARKS
34. R/S, PIER (92), NEW YORK, N.Y.
PSC LIDO BEACH L.I., N.Y.

35. SIGNATURE (BY DIRECTION OF COMMANDING OFFICER)
F.N. Arbuty By Direction
F.N. ARBUTY
Lt.(jg) USNR

36. NAME AND ADDRESS OF LAST EMPLOYER
WESTERN INDUSTRIAL ENG. CORP.
LOS ANGELES, CALIF.

37. DATES OF LAST EMPLOYMENT
FROM: 2[illegible].
TO:

38. MAIN CIVILIAN OCCUPATION AND D. O. T. NO.
ELECTRIC WELDER

39. JOB PREFERENCE (LIST TYPE, LOCALITY, AND GENERAL AREA)
NONE

40. PREFERENCE FOR ADDITIONAL TRAINING (TYPE OF TRAINING)
MACHINIST TRADE SCHOOL

41. NON-SERVICE EDUCATION (YEARS SUCCESFULLY COMPLETED) GRAM.: 8 H. S.: 4 COLL.:

42. DEGREES

43. MAJOR COURSE OR FIELD

44. VOCATIONAL OR TRADE COURSES (NATURE AND LENGTH OF COURSE)
WELDING SCHOOL

45. RIGHT INDEX FINGERPRINT

46. OFF DUTY EDUCATIONAL COURSES COMPLETED

47. DATE OF SEPARATION
[illegible]

48. SIGNATURE OF PERSON BEING SEPARATED
Martin F Douglas

TO: BUREAU OF NAVAL PERSONNEL

RECORDED May 21 2001 1205 PM
IN BOOK 728 MISC PAGE 254
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover DEPUTY CLERK
284124

AFFIDAVIT OF SURVIVORSHIP

COMES NOW the undersigned, JOAN WILKERSON ELLIOTT, formerly known as JOAN H. WILKERSON, of legal age, being first duly sworn upon her oath, to depose and say as follows:

1. She is a resident of the city of Vero Beach, Indian River County, Florida

2. Together with her husband, CHARLES H. WILKERSON, the undersigned was seized of an estate in joint tenancy in certain real property situate in Sublette County, Wyoming, and more particularly described as follows:

> Lot 25, Block 2, Barger Subdivision, First Filing, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and ex-officio Recorder of Deeds, Sublette County, Wyoming.

3. That said estate was vested in the undersigned and her husband by virtue of that certain Warranty Deed executed on May 30, 1972 by Fay C. Barger, *et ux.*,and filed for record in Book 19 of Deeds, page 74, in the office of the County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming.

4. That the undersigned's husband, CHARLES H. WILKERSON, died on April 26, 1991, as set forth in that certain death certificate filed with the State of Florida, a copy of which is annexed hereto and which is by this reference incorporated herein as though set forth in full.

5. As the survivor of Charles H. Wilkerson, the entire estate and ownership of the above-described real property has now passed to and vests in JOAN WILKERSON ELLIOTT, formerly known as JOAN H. WILKERSON, as her sole and separate estate in fee simple.

DATED this 27 day of April, 2001.

Joan Wilkerson Elliott
JOAN WILKERSON ELLIOTT
f/k/a JOAN H. WILKERSON

State of Florida }
: ss
County of Indian River }

The foregoing was subscribed and sworn to before me this 27 day of April, 2001 by JOAN WILKERSON ELLIOTT f/k/a JOAN H. WILKERSON as her free act and deed. Witness my hand and official seal.

Sandra M Sommerfroind
My Commission CC939922
Expires May 25, 2004

Sandra M. Sommerfroind
Notary Public

My Commission expires May 25, 2004.

284126

RECORDED May 21 2001 2:50 PM
IN BOOK 72 MISC PAGE 255
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

CERTIFICATE OF DEATH
FLORIDA

LOCAL FILE NO.

DECEDENT

1. DECEDENT'S NAME — FIRST	MIDDLE	LAST	2. SEX
Charles	Hill	Wilkerson	Male

3. DATE OF DEATH (Month, Day, Year)	4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (years)	5b. UNDER 1 YEAR — Months	5b. UNDER 1 YEAR — Days	5c. UNDER 1 DAY — Hours	5c. UNDER 1 DAY — Minutes
April 26, 1991	420-22-7633	62				

6. DATE OF BIRTH (Month, Day, Year)	7. BIRTHPLACE (City and State or Foreign Country)	8. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No)
February 22, 1929	Sylacauga, Alabama	Yes

9a. PLACE OF DEATH (Check only one; see instructions on other side)

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

9b. INSIDE CITY LIMITS? (Yes or No): No

9c. FACILITY NAME (If not institution, give street and number)	9d. CITY, TOWN, OR LOCATION OF DEATH	9e. COUNTY OF DEATH
Indian River Memorial Hospital	Vero Beach	Indian River

10a. DECEDENT'S USUAL OCCUPATION	10b. KIND OF BUSINESS/INDUSTRY	11. MARITAL STATUS — Married, Never Married, Widowed, Divorced (Specify)	12. SURVIVING SPOUSE (If wife, give maiden name)
Plant Manager	Citrus	Married	Joan Koenig

13a. RESIDENCE — STATE	13b. COUNTY	13c. CITY, TOWN, OR LOCATION	13d. STREET AND NUMBER
Florida	Indian River	Vero Beach	104 Royal Oak Drive #207

PARENTS

13e. INSIDE CITY LIMITS? (Yes or No)	13f. ZIP CODE	14. WAS DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify No or Yes — If yes, specify Haitian, Cuban, Mexican, Puerto Rican, etc.)	15. RACE — American Indian, Black, White, etc. Specify:	16. DECEDENT'S EDUCATION (Specify only highest grade completed) — Elementary/Secondary (0-12)	16. DECEDENT'S EDUCATION — College (1-4 or 5+)
No	32962	☒ No ☐ Yes Specify:	White		3

17. FATHER'S NAME (First, Middle, Last)	18. MOTHER'S NAME (First, Middle, Maiden Surname)
Willie Wilkerson	Eleanor King

19a. INFORMANT'S NAME (Type/Print)	19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
Joan Wilkerson	104 Royal Oak Dr.#207, Vero Beach, Florida 32962

DISPOSITION

20a. METHOD OF DISPOSITION: ☐ Burial ☒ Cremation ☐ Removal from State ☐ Donation ☐ Other (Specify)

20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)	20c. LOCATION — City or Town, State
Fort Pierce Crematory	Fort Pierce, Florida

21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH	21b. LICENSE NUMBER (of Licensee)	21c. NAME AND ADDRESS OF FACILITY
[signature]	1672	Strunk Funeral Home 916 17th Street Vero Beach, Florida 32960

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) as stated. (Signature and Title) ▶ Noor M. Merchant MD

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
4/26/91	2:35 AM

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

To be Completed by MEDICAL EXAMINER

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) and manner as 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, MEDICAL EXAMINER) (Type or Print)
Noor Merchant, M.D., 777 37th Street Ste.D-105A, Vero Beach, Florida 32960

25a. SUBREGISTRAR — SIGNATURE AND DATE	25b. LOCAL REGISTRAR — SIGNATURE	25c. DATE REGISTERED
Dollie C. Tyson April 26 1991	▶ Brenda G. Sentman DR	April 26 1991

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

BY Brenda West Sentman, DR 4/19/01 State Registrar

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK

12195427 THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

DOH FORM 1564 (10/98)

FLORIDA DEPARTMENT OF HEALTH

CERTIFICATION OF VITAL RECORD

2560

257

AFFIDAVIT OF SURVIVORSHIP

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

BEVERLY MARIANO, of said County and State, being first duly sworn on her oath, deposes and says:

That she is the surviving spouse of JAMES THOMAS MARIANO, a/k/a JAMES MARIANO, who died 2/23/87, in Salt Lake County, State of Utah.

That at the time of the death of JAMES THOMAS MARIANO, a/k/a JAMES MARIANO, he owned certain real property by virtue of a certain Quitclaim Deed; said lands being more particularly described as follows:

A tract of land located in the NE1/4SE1/4 of Section 5, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and described as follows:
Beginning at the southeast corner of said NE1/4 of the SE1/4 of Section 5;
thence from said point of beginning N.89°43'10"W., along the South boundary of said NE1/4, of the SE1/4, a distance of 517.00 feet;
thence North a distance of 637.41 feet;
thence N.65°04'38"E., a distance of 580.26 feet along the South boundary of the Sublette County Golf Course property;
thence S.00°35'55"W., along the West boundary of Swinger's Greens Subdivision, a distance of 884.51 feet to the point of beginning;
said tract contains 9.10 acres, more or less;
EXCEPTING THEREFROM a tract of land located in the NE1/4SE1/4, Section 5, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and described as follows:
Beginning at a point on the east boundary of said NE1/4SE1/4, Section 5, said point bears N.00°35'55"E., a distance of 442.25 feet from the SE corner of said NE1/4SE1/4;
thence from said point of beginning, S.77°17'05"W., a distance of 334.72 feet;
thence North a distance of 362.04 feet;
thence N.65°04'38"E., along the South boundary of the Sublette County Golf Course property, a distance of 365.14 feet;
thence S.00°35'56"W., along the West boundary of Swinger's Greens Subdivision a distance of 442.26 feet to the point of beginning;
said tract contains 3.03 acres, more or less (As described in that certain Warranty Deed recorded 6/11/82 in Book 23 of Deeds, Page 480);
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

This Quitclaim Deed being recorded in the office of the Sublette County Clerk on 6/11/82, in Book 6 of Quitclaim Deeds, Page 681.

That the deceased, JAMES THOMAS MARIANO, a/k/a JAMES MARIANO, is one of the grantees in the beforementioned Warranty Deed, and that the affiant, BEVERLY MARIANO is one and the same person as the said BEVERLY MARIANO, the other grantee in the beforementioned Warranty Deed.

284133

RECORDED May 21 2001 430PM
IN BOOK 72 MISC PAGE 257
FEES $ 10.00 M. L. [redacted] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L. [redacted]

That the beforementioned Warranty 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 JAMES THOMAS MARIANO, a/k/a JAMES MARIANO, all equity, right, title and interest of JAMES THOMAS MARIANO, a/k/a JAMES MARIANO, in the beforementioned real property passed to and was vested in BEVERLY MARIANO.

That attached hereto and by this reference made a part hereof as though herein set out in full, is a copy of the Certificate of Death of said JAMES THOMAS MARIANO, a/k/a JAMES MARIANO, deceased.

DATED this 14th day of May, 2001.

Beverly Mariano
BEVERLY MARIANO

Subscribed and sworn to before me by BEVERLY MARIANO, this 14 day of May, 2001.

WITNESS my hand and official seal.

MELISSA J. CANNING
NOTARY PUBLIC - STATE OF UTAH
5482 S. REDWOOD RD.
TAYLORSVILLE, UT 84123
COMM. EXP. 6-05-2003

Melissa Canning
NOTARY PUBLIC

My Commission Expires: 6-5-03

STATE OF UTAH — DEPARTMENT OF HEALTH

259

CERTIFICATE OF DEATH

STATE OF UTAH - DEPARTMENT OF HEALTH

LOCAL FILE NUMBER 18-710

143 87 001635
STATE FILE NUMBER

1. NAME OF DECEDENT — FIRST: James; MIDDLE: Thomas; LAST: MARIANO	2. SEX: Male	3. RACE (White, Black, Am. Indian, etc.) Specify: Caucasian	4. DATE OF DEATH (Month, Day, Year): February 23, 1987
5. WAS DECEDENT OF SPANISH ORIGIN? YES ☐ NO ☒ If yes, indicate type: Mexican ☐ Puerto Rican ☐ Cuban ☐ Other ☐ (If other, specify)	6. DATE OF BIRTH (Month, Day, Year): October 31, 1942	7. AGE (Last Birthday): 44 Yrs.	IF UNDER 1 year: Months / Days; IF UNDER 24 HOURS: Hours / Minutes
8. BIRTHPLACE (State or foreign country): Salt Lake City, Utah	9. CITIZEN of what country: U.S.A.	10. ☐ Never Married ☒ Married ☐ Widowed ☐ Divorced	11. EDUCATION—(Specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+): 16
12. SOCIAL SECURITY NUMBER: 529-52-5393			
13a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired.): Certified Public Accountant	13b. KIND OF BUSINESS OR INDUSTRY: Accounting	14. NAME of surviving spouse (If wife, enter maiden name.): Beverley Davis	
15. NAME OF FATHER: Harry Mariano	16. MAIDEN NAME OF MOTHER: Dorothy Thomas	17. Was decedent ever in U.S. Armed Forces? YES ☐ NO ☒	
18a. USUAL RESIDENCE—(Street address or location): P.O. Box 939	18b. INSIDE CITY LIMITS? YES ☒ NO ☐	19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Mrs. Beverley A. Mariano (wife) P.O. Box 939 Pinedale, Wyoming 82941	
18c. CITY OR TOWN: Pinedale	18d. COUNTY: Sublette	18e. STATE AND ZIP CODE: Wyoming 82941	
20a. NAME of hospital, nursing home or other institution where death occurred. (If outside an institution, give street address or location.): L D S Hospital	☒ Inpatient ☐ E.D. patient ☐ DOA	20b. CITY OR TOWN: Salt Lake City, Utah	20c. COUNTY: Salt Lake
21a. MEDICAL EXAMINER: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below based on examination of the body and/or investigation of the circumstances. Decedent was pronounced dead at: HOUR: DATE:	21b. PHYSICIAN OR MEDICAL EXAMINER SIGNATURE	21c. TIME of death (24 hr. clock): 1126	
21d. PHYSICIAN: I hereby certify that to the best of my knowledge the death occurred at the hour, date and place stated above from the causes stated below, that I attended the decedent, and I last saw the decedent alive on: month 2 day 23 year 87	21e. CERTIFIER'S name and title (Type or print): SHERMAN G. SORENSEN, M.D.	21f. DATE SIGNED (Month, Day, Year): 2/25/87	
If not certified by medical examiner, was death reported to him? YES ☐ NO ☒ If yes, enter the date and hour reported: M.E. Case No. 22. HOUR: MO. DAY YEAR	21g. CERTIFIER'S address and zip code: 324 10TH AVE., SUITE 207, SLC, UT 84103	21h. UTAH PHYSICIAN LICENSE NUMBER: 7205	
23a. Burial ☒ Removal ☐ Entombment ☐ Cremation ☐ Other ☐	23b. DATE: Feb.26,1987	24. SIGNATURE of Funeral Director	25. FUNERAL HOME—Name, address and license number: LARKIN MORTUARY, 260 E.So.Temple St. Salt Lake City, Utah 84111-1274
26. NAME AND LOCATION OF CEMETERY OR CREMATORY: Wasatch Lawn Memorial Park Salt Lake County, Utah	27. LOCAL REGISTRAR—Signature	28. Date accepted for registration by local registrar: Feb. 26, 1987	

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

		Interval between onset and death
IMMEDIATE CAUSE (A)	Cardiac Arrest	
CONDITIONS IF ANY WHICH GAVE RISE TO THE IMMEDIATE CAUSE (A). STATING THE UNDERLYING CAUSE LAST. DUE TO, OR AS A CONSEQUENCE OF (B)	Transplant rejection	
DUE TO, OR AS A CONSEQUENCE OF (C)		

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

31a. AUTOPSY YES ☒ NO ☐	31b. IF YES, were findings considered in determining cause of death? YES ☐ NO ☐				
32. Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Undetermined if Injured Accidently or Purposely ☐	33a. DATE of Injury (Month, Day, Year)	33b. TIME OF INJURY (24 Hour Clock)	34. INJURY AT WORK? YES ☐ NO ☐	35. PLACE OF INJURY (Specify home, farm, factory, freeway, street, office buildings, etc.)	
36a. LOCATION OF INJURY—STREET AND NUMBER OR LOCATION AND CITY OR TOWN.	36b. Distance from place of injury to usual residence (Item 18) Miles	37. Were laboratory tests done for drugs or toxic chemicals? YES ☐ NO ☐	38. Were laboratory tests done for alcohol? YES ☐ NO ☐		
39. DESCRIBE HOW INJURY OCCURRED (enter sequence of events which resulted in injury, NATURE OF INJURY SHOULD BE ENTERED IN ITEM 29)	40. If motor vehicle accident, specify if decedent was driver, passenger or pedestrian.				

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 15 1995

John E Brockert

John E. Brockert
DIRECTOR OF VITAL STATISTICS

THE GREAT SEAL OF THE STATE OF UTAH 1896

SDH-BVRHS 94 (6/94)

SL 793173

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES.
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

284159

First American Title Insurance Agency, Inc. NO.

RECORDED May 22 2001 2:10 P M
IN BOOK 72 MISC PAGE 260
FEES $ 8.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

AFFIDAVIT OF SUCCESSOR TRUSTEE

This affidavit is given to evidence the death of **PAULINE BEARD HILLS**, Trustee of the **LAMAR STEWART HILLS JR. AND PAULINE BEARD HILLS, FAMILY TRUST WITH LAMAR STEWART HILLS JR. AND PAULINE BEARD HILLS OR THEIR SUCCESOR TRUSTEE**, , and to establish **LAMAR STEWART HILLS JR.**, Successor Trustee of said Trust.

The undersigned hereby certifies that the **PAULINE BEARD HILLS** listed as Trustee of the **LAMAR STEWART HILLS JR. AND PAULINE BEARD HILLS, FAMILY TRUST WITH LAMAR STEWART HILLS JR. AND PAULINE BEARD HILLS OR THEIR SUCCESOR TRUSTEE** is one and the same person as **PAULINE BEARD HILLS**, listed as decedent on the attached certified Certificate of Death.

And by virtue of that death certificate attached hereto and recorded as part hereof and said Declaration of Trust. I do hereby declare that the conditions for Successor Trustee appointment have been met and that pursuant to said Declaration of Trust, that I the undersigned **LAMAR STEWART HILLS JR.**, is now authorized as Successor Trustee of said Trust to convey any assets of the Trust particularly the property located at: LOT 15 OF THE JIM BRIDGER ESTATES and more particularly described as follows:

LOT 15 OF THE JIM BRIDGE ESTATES, FIRST FILING, SUBLETTE COUNTY, WYOMING

This affidavit is made to comply with Wyoming Statute 34-2-123 which states that the date of the trust shall appear on the coneyance wherein the Trustees receive title to real property. Therefore to correct the names of the grantees in the Quitclaim Deed dated September 24, 1996, recorded October 3, 1996, Book 11 of Quitclaim Deeds, page 624 the undersigned states that the date of the Trust is September 24, 1996.

Dated this 21st day of **May 2001**.

LAMAR STEWART HILLS, JR.

STATE OF UTAH)
SS.
COUNTY OF **SALT LAKE**)

On the **21st** day of **May 2001** personally appeared before me **LAMAR STEWART HILLS JR.**, Successor Trustee, the signer of the above instrument who duly acknowledged to me that HE executed the same, by authority of said Trust.

NOTARY

NOTARY PUBLIC
SHERRY L. SELLERS
4516 So. 700 E., Ste. 160
Murray, Utah 84107
My Commission Expires
July 5, 2003
STATE OF UTAH

Commission Expires: 7-5-2003

SWS Vision Form SAF05UT Rev. 07/24/97

STATE OF UTAH — DEPARTMENT OF HEALTH

LAMAR HILLS

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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 25-0243

STATE FILE NUMBER

MAIL TO:
3642 NO. 1270 W.
PLEASANT GROVE
UTAH 84062

USE PERMANENT BLACK INK 12

DECEDENT

1. NAME OF DECEDENT — FIRST	MIDDLE	LAST	2. SEX	3a. DATE OF DEATH (Mo., Day, Yr.)	3b. TIME OF DEATH (24 hr. clock)
Pauline	Beard	HILLS	Female	Feb. 16, 2001	0450

4. DATE OF BIRTH (Mo., Day, Yr.)	5. AGE - Last Birthday	IF UNDER 1 YEAR: Months / Days	IF UNDER 24 HRS.: Hours / Minutes	6. BIRTHPLACE (City & State or Foreign Country)	7. SOCIAL SECURITY NUMBER
Oct. 29, 1934	66			Coalville, Utah	528-44-5855

8a. PLACE OF DEATH (check only one): HOSPITAL (status codes for Hospital only): [ ] 1. Inpatient [ ] 2. ER/Outpatient [ ] 3. DOA; ALL OTHER LOCATIONS: [ ] 5. Nursing Home [X] 6. Residence (any) [ ] 7. Other (specify) _____

8b. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility, give street address of location): 3642 North 1270 West

8c. CITY, TOWN, OR LOCATION OF DEATH	8d. COUNTY OF DEATH	9. SURVIVING SPOUSE (If wife, give maiden name)
Pleasant Grove	Utah	LaMar Stewart Hills, Jr.

10. WAS DECEDENT EVER IN THE U.S. ARMED FORCES?	11. MARITAL STATUS	12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT enter retired)	12b. KIND OF BUSINESS OR INDUSTRY
[ ] 1. Yes [X] 2. No	[ ] 1. Never Married [ ] 3. Widowed [X] 2. Married [ ] 4. Divorced	Homemaker/Piano Teacher	Own Home/Self-Piano

13a. RESIDENCE - STREET AND NUMBER	13b. CITY, TOWN OR COMMUNITY	13c. COUNTY	13d. STATE
3642 North 1270 West	Pleasant Grove	Utah	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+)
[X] 1. Yes [ ] 2. No	84062	[ ] 1. Yes [X] 2. No; [ ] 1. Mexican [ ] 2. Cuban [ ] 3. Puerto Rican [ ] 4. Other (Specify) _____	White	16

PARENTS

17. FATHER'S NAME (First, Middle, Last)	18. MAIDEN NAME OF MOTHER (First, Middle, Last)
Paul Bullock Beard	Thelma Hislop

INFORMANT

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: LaMar Hills, Jr. 3642 North 1270 West, Pleasant Grove, Utah 84062 (husband)

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 [X] 4. Burial [ ] 5. Cremation [ ] 6. Removal	Feb. 20, 2001	Coalville Cemetery	Coalville, Utah

22. SIGNATURE OF FUNERAL SERVICE LICENSEE	23. LICENSEE NUMBER	24. FUNERAL HOME (Name and address)
Thomas E. Sanderson	221136700902	Walker Sanderson Funeral Home, 646 East 800 North, Orem, Utah 84097, 93-103640-0901

CERTIFIER

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN	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.
1/31/01	M.E. CASE NO. _____ HR _____ 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	27d. DATE SIGNED (Month, Day, Year)
ACBeck MD	87177465-1205	2/26/01

28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/Print): Anna C. Beck M.D. 2490 S. State #218 SaltLake City, UT 84115

REGISTRAR

29. REGISTRAR'S SIGNATURE	30a. DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.)	30b. DATE FILED (Mo., Day, Yr.)
Joseph K Miner, MD		FEB 26 2001

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. respiratory arrest	minutes
	DUE TO (OR AS A CONSEQUENCE OF): b. metastatic melanoma	1½ years
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST	DUE TO (OR AS A CONSEQUENCE OF): c.	
	DUE TO (OR AS A CONSEQUENCE OF): d.	

PART II. Other Significant Conditions contributing to death but not 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 [X] 2. No	33b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? [ ] 1. Yes [ ] 2. No

34. MANNER OF DEATH	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)
[X] 1. Natural [ ] 2. Accident [ ] 3. Suicide [ ] 4. Homicide [ ] 5. Undetermined if injured Purposely or Accidently [ ] 6. Pending Investigation			[ ] 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)

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: [illegible]

County Utah

Registrar Joseph K Miner, MD

Barry E Nangle

Barry E. Nangle
DIRECTOR OF VITAL RECORDS

By [illegible]

LL 779631

00779631

SDH-BVRHS 95 (9/96)

THE GREAT SEAL OF THE STATE OF UTAH 1847 1896

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES. ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that **EASTFORK LIVESTOCK, INC.**, hereinafter referred to as Eastfork, and **BLATTLAND INVESTMENTS, LLC, a Wyoming Limited Liability Company**, hereinafter referred to as Blattland, have entered into an Agreement whereby Eastfork has contracted and agreed to convey to Blattland certain real property. Said real property is described as follows:

Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming;

Section 2: SW¼SW¼;
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.

Take notice that said Agreement was entered into by the parties on the same date as this Memorandum of Agreement and that Blattland's equitable and contract interest attaches to the concerned real property on said date. All tax notices for said real property should be sent to:

Blattland Investments, LLC
P.O. Box 1606
Pinedale, WY 82941

There are other covenants to said agreement. Each party has a copy of said Agreement.

DATED this 14th day of May, 2001.

BLATTLAND INVESTMENTS, LLC, a Wyoming limited liability company:

BY: _____
Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum Of Agreement** was acknowledged before me by BLATTLAND INVESTMENTS, LLC, by John A. Blatt, its Managing Member, this 14th day of May, 2001.

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

DATED this 23rd day of May, 2001.

ATTEST:

SEAL

_____
Secretary / Assistant Secretary

EASTFORK LIVESTOCK, INC., A Wyoming Corporation:

BY: _____
President

284218

RECORDED May 24 2001 3:25 PM
IN BOOK 72 MISC PAGE 262
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Memorandum of Agreement** was acknowledged before me by EASTFORK LIVESTOCK, INC., A Wyoming Corporation, by Joel E. Bousman its President, and attested to and sealed by its Secretary / Assistant Secretary, this 23rd day of May, 2001.

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

EASEMENT

COMES NOW **STEPHEN ERIC HELTZEL** and **LINDA L. HELTZEL,** 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 **JOSEPH E. SAMPSON, MELANIE A. SAMPSON, LEE L. LAUDERBACK, PAMELA McCAN LAUDERBACK, PETER W. LESLIE, ROSELYN L. LESLIE, JAMES DICKSON McLEAN, JR., JAMES DICKSON McLEAN, IV** and **ROBERT SAVAGE McLEAN,** hereinafter referred to as Grantees, and to their successors, heirs and assigns, an easement over and on the following described real property, to-wit:

A tract of land located in the NE¼SE¼ of Section 8, Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming; said tract being sixty (60) feet in width and having a centerline described as follows:

Commencing at a point on the south boundary line of said NE¼SE¼ which bears N.88°45'43"E., a distance of 327.32 feet form the southwest corner of same said NE¼SE¼;

Thence for said point of beginning N.55°09'16"E., a distance of 218.30 feet to a point of tangency with a curve to the left;

Thence northeasterly along said curve to the left a distance of 231.24 feet to a point of tangency; said curve having a radius of 200 feet, a tangent length of 130.49 feet and a central angle of 60°14'38";

Thence N.11°05'22"W., a distance of 146.40 feet to a point of intersection with the old alignment;

Thence N.24°04'51"W., a distance of 164.99 feet to a second point of intersection with the old alignment and the point of ending of this easement.

This easement is granted on the following terms and conditions:

1. This easement is granted for ingress and egress for residential and agricultural purposes only.

2. Grantees shall have the right to construct, maintain and repair a roadway on and over this easement. This easement is for the benefit of, run with and be appurtenant to the real property of Grantees described as:

Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;
Section 4: SW1/4SW1/4
Section 5: SE1/4SE1/4
Section 8 E1/2NE1/4
Section 9: NW1/4, NW1/4SW¼;

284227

RECORDED May 25 2001 1050A M
IN BOOK 72 MISC PAGE 264
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

3. This is a non-exclusive easement.

DATED this 18th day of May, 2001.

STEPHEN ERIC HELTZEL

LINDA L. HELTZEL

STATE OF Wyoming)
) ss.
COUNTY OF Uinta)

The foregoing **Easement** was acknowledged before me by **STEPHEN ERIC HELTZEL** and **LINDA L. HELTZEL**, this 18th day of May, 2000. 2001

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

BRENDA L. THOMPSON - NOTARY PUBLIC
COUNTY OF UINTA
STATE OF WYOMING
My Commission Expires January 21, 2004

Form No. S. C. 1 Printed and Distributed Through KINTZEL BLUE PRINT CO.

REAL ESTATE SALES CONTRACT

THIS AGREEMENT, made and executed this 25th day of May, 2001 by and between Jim Bridger Development, Inc. hereinafter designated as the Seller, and Barbara Snobe hereinafter designated as the Buyer; WITNESSETH:

That the Seller for the consideration hereinafter mentioned agrees to sell to the Buyer and the Buyer for the consideration hereinafter mentioned agrees to buy the following described real property, situate in the County of Sublette, State of Wyoming, to-wit:

284288

Lot No 27, 7th Filing, Jim Bridger Estates

Subject to easements and mineral reservations of record.

RECORDED May 29 2001 4:45 PM
IN BOOK 72 Misc PAGE 266
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Gabriella

including the release and waiver of the right of homestead, together with all improvements thereon situate, and including all plumbing and plumbing fixtures, water boilers, water heaters, electric light fixtures and switch plates, heating and ventilating equipment, if any, now owned by Seller and connected and installed in said premises, and any and all other fixtures and improvements not specifically mentioned herein. The total sale price, exclusive of interest, taxes, advances, etc., is

Forty-two thousand dollars Dollars.

FOR THE CONSIDERATION OF SUCH SALE, THE SELLER SPECIFICALLY AGREES WITH THE BUYER:

(1) To furnish the Buyer a good and sufficient abstract of title showing merchantable title of record in said premises above described in said Seller, or in lieu thereof to furnish Buyer a Title Insurance Policy in full amount of sale price of realty insuring Buyer as Contract Purchaser. Title shall be transferred subject to all easements, restrictions, or reservations now filed of record in the office of the County Clerk where these premises are situated.

(2) To escrow in 1st Interstate Bank at Missoula, MT Wyoming, a warranty deed and abstract of title, subject to the agreement hereinafter made by the Seller for the delivery of such deed and abstract, or in lieu of Abstract of Title to furnish Title Insurance Policy to Buyer as aforesaid.

(3) To deliver possession of above described property to said Buyer upon execution of this contract, subject to the agreements hereinafter made by Buyer.

(4) To pay 1/2 of the general taxes levied and assessed against said premises for the year and to pay all general taxes levied and assessed against said premises for all years prior thereto.

(5) To pay non-appl. installments of special improvement assessments together with interest charges and penalties thereon, now levied and assessed against said premises.

(6) If Buyers desire to escrow this Contract and Deed, then they do hereby agree to pay for all escrow and set-up and monthly dispersal fees that may be charged by the escrow department.

It shall be the express responsibility of Buyers, and they agree to pay for all expenses of fencing against any livestock which may be grazing on the ranch at large.

THE SAID BUYER IN CONSIDERATION THEREOF SPECIFICALLY COVENANTS AND AGREES WITH THE SELLER:

(1a) To pay the Seller for his said property the sum of $42,000.00 Dollars, together with interest on the balance due the Seller from time to time at the rate of 10.0 per cent per annum, in the manner following:

none Dollars in hand paid, the receipt of which is hereby acknowledged, and the remainder balance in the sum of $42,000.00 Dollars shall be paid in monthly installments of $450.00 Dollars each which payment shall include both principal and interest, and the first payment shall be due and payable on or before June 20, 2001 and a like payment of $450.00 Dollars shall be due and payable on or before the day of each and every consecutive month thereafter until the full purchase price with interest together with advances, if any, shall have been paid no penalty for pre-payment. All remaining balance shall be due and payable at the end of ten years from June 20, 2001. The balloon date will be June 20, 2021.

All payments hereunder shall be payable to Seller's account at office of escrow agent unless written instructions are otherwise given Buyer or Seller. Such monthly payments shall be applied first to the payment of interest and second to the reduction of principal, and the Buyer shall have the right to make additional payments on this contract of $50.00 or multiples of this amount, or to pay the entire balance in full before maturity.

(2a) And the Buyer likewise agrees to pay the Seller in addition to the payment set forth in the foregoing paragraph the sum of none Dollars each month, which monies so paid shall be credited to the Buyer's account and the Seller agrees to apply out of said account semi-annually on taxes or on account of fire insurance, when due, as hereinafter agreed to be paid by the Buyer, an amount not to exceed the payments made by the Buyer as last provided and which shall have accumulated since the date of last application, but said application shall in nowise relieve the Buyer from the payment of taxes or insurance as hereinafter provided, save as to such taxes and insurance as said monthly payments last mentioned accumulated and applied semi-annually shall pay and discharge. The total installments due the Seller each mouth under this contract shall be $450.00 Dollars.

(3a) To pay _____ of the general taxes levied and assessed against said premises for the year _____ and all taxes levied and assessed against said premises for all subsequent years during the life of this contract when and as such taxes become due and payable.

(4a) ~~To assume and pay when due any and all special improvement assessments not agreed to be paid by the Seller in paragraph Five (5) of this contract, either now or in the future levied and assessed against said premises.~~

(5a) ~~To keep said premises insured at the Buyer's expense in a sum not less than the total unpaid purchase price, in a company agreeable to the Seller, loss, if any, payable to all parties of interest, and to deliver said policy or policies of insurance to the Seller or escrow agent.~~

(6a) That at any time said contract is in default and that the Seller has elected to recover possession of said premises and to cancel said contract, and that possession is not delivered to the Seller on demand as herein provided, that the Seller shall be entitled to the appointment of a Receiver for said property upon ex parte, or other proceedings and without notice to the Buyer. And the Buyer further agrees that at any time said premises are being rented or leased and that a default exists in the payments agreed to be paid by Buyer hereunder, that the Seller shall have the right upon exhibition of this contract to the person renting or leasing said premises, to collect all income from said premises and to credit same on Buyer's account, and to issue said tenant receipt for all rents in behalf of Buyer.

(7a) To keep said premises in as good a state of repair as the same are at the date hereof, ordinary wear and tear excepted, and to make all repairs and improvements thereon at the Buyer's own cost and expense, and all such improvements and repairs shall be deemed fixtures attaching to the premises and shall not thereafter be removed in case of forfeiture hereunder.

(8a) ~~To make no major alterations of any improvements on said premises without the written prior consent of the Seller, nor permit said premises, or any part thereof, to be used for any unlawful purpose or in an improper manner contrary~~ to law or ordinance, nor permit any liens to be filed against said premises.

(9a) This property may be transferred to another party upon written notice from Buyer.

(10a)

IT IS FURTHER MUTUALLY AND EXPRESSLY AGREED BETWEEN THE BUYER AND THE SELLER:

(a) That the Buyer has examined said premises and accepts said property in its present condition, and that there are no representations, covenants or agreements between the parties hereto with reference to said property, or any representations of any Real Estate Broker, except as herein specifically set forth or attached hereto.

(b) That if the Seller accepts payments from the Buyer on this contract other than according to the terms herein mentioned, that in so doing will in no way alter the terms of the contract as to the forfeiture hereinafter mentioned.

(c) The Buyer herein consents and agrees that the filing for record of this contract or any assignment of same in the county where these premises are situate, prior to delivery of deed referred to herein, that this agreement shall become null and void and of no affect from the date of such filing by Buyer or Buyer's assignee, and all rights of the Buyer or assignee shall cease, and the acceptance of payments by the Seller subsequent to the filing of the contract or assignment of same, with or without knowledge of such filing by the Seller, shall be considered rental for the use of these premises and not a waiver of this covenant in this agreement, and the Buyer further agrees that, she will not assign this contract without first obtaining the written consent of the Seller and that any transfer without such consent shall be voidable as to the Seller.

(d) That in event the Buyer shall default in the payment of any special or general taxes, special improvement assessments or insurance premiums or any lienable item as herein provided to be paid by the Buyer, the Seller may at Seller's option pay said taxes, assessments and insurance premiums or said lienable item or either of them, and if such payments are so made by the Seller, the Buyer agrees to pay the Seller upon demand all such sums so advanced and paid by the Seller, together with interest thereon from the date of payment of said sums at the rate of 10 per cent (10) per annum until paid.

(e) All stipulations and agreements herein contained shall extend to and bind the heirs, executors, administrators, successors and assigns of the respective parties, and in the construction of this contract the masculine shall include the feminine and the singular the plural.

(f) In case an attorney is employed by the Seller to enforce his rights hereunder, with or without suit, on account of default of the Buyer, the Buyer agrees to pay all court costs and to reimburse the Seller for reasonable attorney's fee not to exceed $100.00, which said expenditure shall be chargeable to the Buyer's account under this contract.

(g) The Seller herein instructs the escrow agent named in paragraph two (2) of this agreement to deliver the warranty deed, together with the Abstract of Title or Title Insurance Policy and all other insurance policies, to the Buyer upon full payment of the purchase price, together with interest, penalties and advances, and upon the complete performance of all of the covenants and conditions of this contract to be performed by the Buyer, and the Buyer herein consents and agrees that in event the Seller elects to and does cancel this agreement, as herein provided, that the said escrow agent shall return the Deed and Abstract of Title to the Seller and take a receipt therefor.

IT IS FURTHER EXPRESSLY AGREED that time is the essence of this agreement and the failure on the part of the Buyer to keep and perform any of the conditions herein provided for or to make any payments hereunder within thirty (30) days after the duty to perform such condition arises or such payment or payments become due, shall work a forfeiture of this agreement at the option of the Seller, and the Seller shall have the right to take immediate possession of said premises or to institute legal proceedings to recover for the breach of the terms hereof and for the unpaid balance in full remaining unpaid on this contract, and the Buyer agrees in case of such default and upon written demand of the Seller, either in person or by registered letter addressed to the Buyer, at the premises described in this contract, that the Buyer will deliver up possession of said premises and all improvements and buildings and fixtures therein however placed upon said property, and all sums paid by the Buyer hereunder either as installments on the purchase price or for improvements or repairs on the said premises, or for insurance, taxes, or any other payments whatsoever, shall be forfeited to the Seller and are hereby expressly agreed to be paid and advanced by the Buyer as rentals for the use and occupancy of said premises and as liquidated damages for the breach hereof, and not otherwise, and shall forthwith vest in the Seller, _____ heirs, executors, administrators, successors and assigns.

IT IS FURTHER EXPRESSLY AGREED that the failure on the part of the Seller to enforce the strict performance of the terms and conditions of this contract or the prompt payment of the installments herein agreed upon shall not constitute or be construed as a waiver or relinquishment of Seller's rights under this contract to thereafter enforce any such terms, conditions or payments, it being expressly agreed that all the provisions of this contract are continuing ones and shall always be in full force and effect and are not waived by reason of any leniency which may have been granted or extended by the Seller on account of prior default in performance of the conditions and terms hereof, or in the payments in this contract provided for.

IN WITNESS WHEREOF, This agreement has been executed by the respective parties the day and year first above written.

Witness—Seller's Signature:

_____

Witness—Buyer's Signature:

_____

_____

Jim Bridger Development, Inc.

_____

Elvin L. Booth

_____

Seller.

_____

Barbara Shobe

_____

Buyer

ACKNOWLEDGEMENT

State of Wyoming)
) ss
County of Sublette)

The foregoing instrument was acknowledged before me by _____
Elvin L. Booth, this
29 day of May, ~~19~~ 2001

Witness my hand and official seal.

_____
Notary Public

My commission expires:
August 7 2004

SHARI PAPE - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires ____

Elvin L. Booth

269

GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT FOR TELEPHONE COMPANY PLANT BY HUSBAND AND WIFE

284293

RECORDED May 30 2001 9:35 A M
IN BOOK 72 Misc PAGE 269
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carla Rae

Document No.
Century Telephone Enterprises, Inc.
Form No. E2.1

FOR A VALUABLE CONSIDERATION, Charles P. and Elizabeth M. Cundy, with an address of 1136 Fillmore St., Denver, CO 80206, husband and wife, their heirs, successors and assigns, ("Grantor"), hereby gives and grants to CenturyTel of Wyoming, Inc. dba CenturyTel, with an address of P.O. Box 160, 110 S. Franklin Ave. in Pinedale, Wy 82941, its successors and assigns ("Grantee") to have and to hold forever from the date hereof, 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 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 of Pinedale, Sublette County, State of Wyoming, described as follows:

Return to:
Steve Reeser
CenturyTel Outside Plant Eng.
P.O. Box 160
Pinedale, WY 82941

PIN No.:

Beginning at the intersection of County Road #23-149, Forty Rod Road and the west section line of Section 24, T35N, R111W, 6th P.M., the centerline of the cable being the centerline of a 20' easement in the SW1/4,SW1/4,Sec.24,T35N,R111W, then continuing through the NW1/4,NW1/4,Sec.25,T35N,R111W, following the existing access road through the parcel known as CL Bar Ranches, Lot 1.

(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 Grantee shall have the right of 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 judgment, interfere with the use of said easement.

The Grantee and its Contractors and/or Subcontractors shall have the right to clear the easement property and keep the same free of brush, tree or root growth and vegetation and any other obstruction to such extent as may be necessary to prevent contact or interference with telephone company plant and the operation thereof and to protect persons from injury or death and the telephone company or other property from loss, destruction or damage by fire or other casualty or otherwise.

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 or others 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 locate and allow the Grantee to mark properly 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 Grantor is the owner of the above-described lands.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative and witnessed as of the date(s) hereinafter set forth.

Dated: 5/24/01

Charles P. Cundy
Charles P. Cundy
Name typed or printed
SSN: 520-50-8192

Elizabeth M. Cundy
Elizabeth M. Cundy
Name typed or printed
SSN: 520-80-6011

STATE OF Wyoming)
)SS.
COUNTY OF Sublette)

On May 24 2001, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Charles P. Cundy and Elizabeth M. Cundy, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

[SEAL] SANDRA K. BREWER NOTARY PUBLIC SUBLETTE WYO

Sandra K. Brewer
Name typed or printed
Notary Public, Sublette County, Wyoming
My commission expires: 10-29-2003

Exempt from real estate transfer fee.
Statutory Citation:
Telephone Company: CenturyTel
Remote:
Exchange: 9203
Route:
Work Order No.: CR9442
Tax/Parcel ID Number:

This instrument was drafted by:

Charles D. Heath
Attorney at Law
2615 East Avenue South
La Crosse, WI 54601
608-796-5010

271

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"PLAINS PETROLEUM COMPANY", A DELAWARE CORPORATION,

"PLAINS PETROLEUM OPERATING COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "BARRETT RESOURCES CORPORATION" UNDER THE NAME OF "BARRETT RESOURCES CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2001, AT 10 O'CLOCK A.M.

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

284361

RECORDED June 1 2001 1130AM
IN BOOK 72 MISC PAGE 271
FEES $8.00 Mary L Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

2132035 8330

010100408

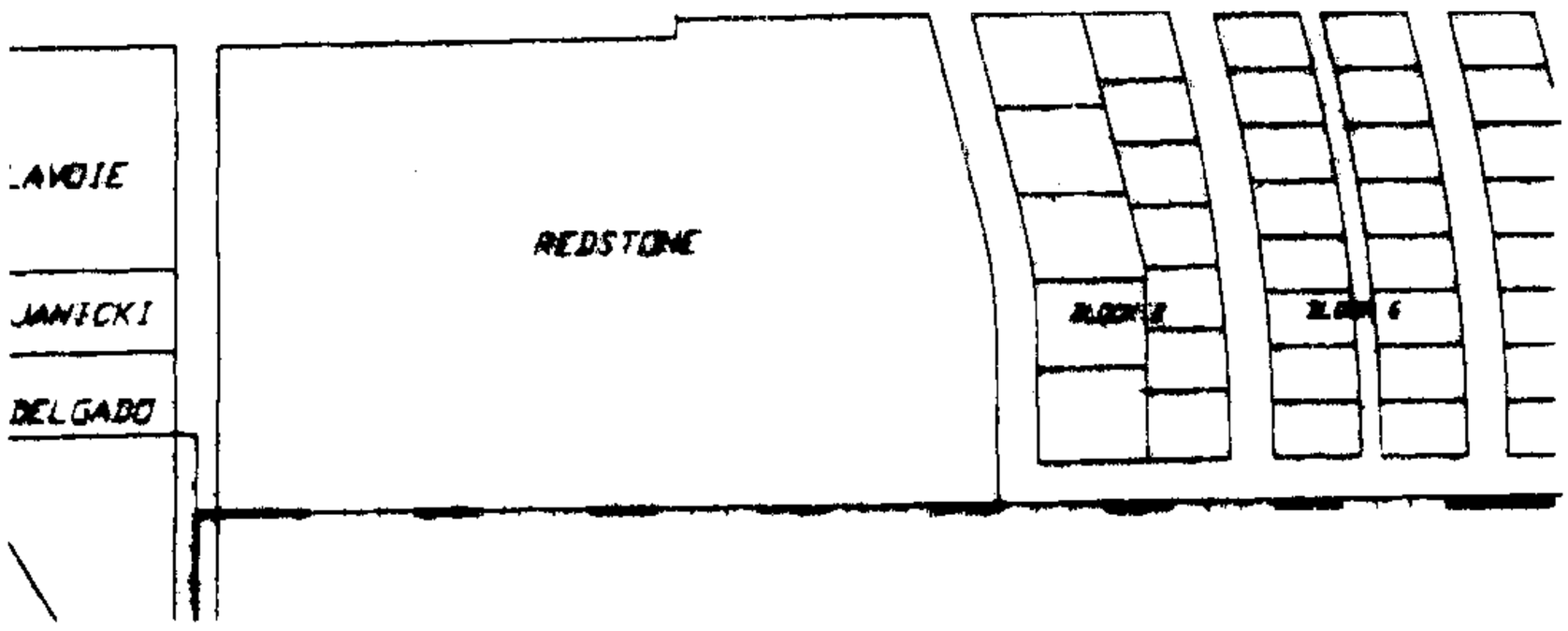
Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 0996065

DATE: 02-28-01

EXHIBIT "A"

ST	COUNTY	LEASE NO	LESSOR NAME	LESSEE NAME	LEASE DATE/ EXP.	LAND DESCRIPTION	GROSS ACRES
WY	SUBLETTE	WY5040A013	STATE OF WY 91-00609	FOUR G OIL COMPANY	6/2/91	T27N R109W	640.0000
					6/1/97	SEC. 16 ALL	
WY	SUBLETTE	WY5040A014	USA WYW 135131	CENEX INC	1/3/95	T28N R110W	1,894.9200
					1/31/05	SEC. 1 LOTS 1-4, S/2	
						SEC. 12 SE/4	
						SEC. 13 E/2	
						SEC. 24 ALL	
						SEC. 25 N/2	
WY	SUBLETTE	WY5040A015	USA WYW 97280	JOSEPHINE TERRELL HUDSON	12/30/85	T28N R109W	2,269.0400
					12/27/97	SEC. 21 ALL	
						SEC. 28 ALL	
						SEC. 29 E/2, S/2SW	
						SEC. 31 LOTS 1,2,3,4,E/2, E/2W/2	

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VICINITY MAP

SCALE: 1" = 400'

CLERK

ES, TAXES, AND
WITHIN BLOCK 2
WN OF PINEDALE.

IN CLERK

CERTIFICATE OF ACCEPTANCE

PURSUANT TO STATE STATUTES AND PINEDALE MUNICIPAL CODE, THE FOREGOING PLAT OF THE AMENDED BLOCK 2 OF THE PINEDALE ESTATES ADDITION TO THE TOWN OF PINEDALE WAS APPROVED AND ACCEPTED AT A MEETING OF THE TOWN COUNCIL OF THE TOWN PINEDALE, WYOMING ON THE 24th DAY OF May, 2001.

TOWN OF PINEDALE

ROSE SKINNER, MAYOR

PATTY RAESCH, TOWN CLERK

TOWN OF PINEDALE · SUBLETTE COUNTY, WYOMING · SEAL

284368

RECORDED June 1 20 01 2:10 P M

IN BOOK 72 MISC PAGE 273

FEES $ 50.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Tracey L Hoovel

PLAT OF THE AMENDED BLOCK TWO OF THE PINEDALE ESTATES ADDITION

VACATION OF LOTS 1-3
AND THE
CREATION OF LOTS 4-6

LOCATED IN

LOT 3, SECTION 4,
T.33N., R109W., 6TH P.M.
SUBLETTE COUNTY, WYOMING

WYW-152052
FORM 2800-14
(August 1985)

WAR Bonnett
S-23 ORIGINAL

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-152052

==========

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:

284413

RECORDED June 5 2001 3:50 PM
IN BOOK 72 Misc. PAGE 274
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soaton

a. By this instrument, the holder:

Mountain Gas Resources
P.O. Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 30 N., R. 108W.
section 23, SW¼NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 319 feet long and contains 0.4 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.

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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 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 Exhibit A dated January 18, 2001, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as it 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 or permit 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. 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.

g. 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).

h. 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.

i. 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.

j. 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 January 18, 2001. 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.

k. 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.

l. 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.

m. *Construction activity and surface disturbance will be prohibited during the period from April 1 to July 31 for the protection of sage grouse nesting habitat. Any exceptions to this requirement must have prior written approval from the authorized officer.*

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n. *Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.*

o. *Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.*

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

(Signature of Holder)

Landman
(Title)

January 19, 2001
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

January 19, 2001
(Effective Date of Grant)

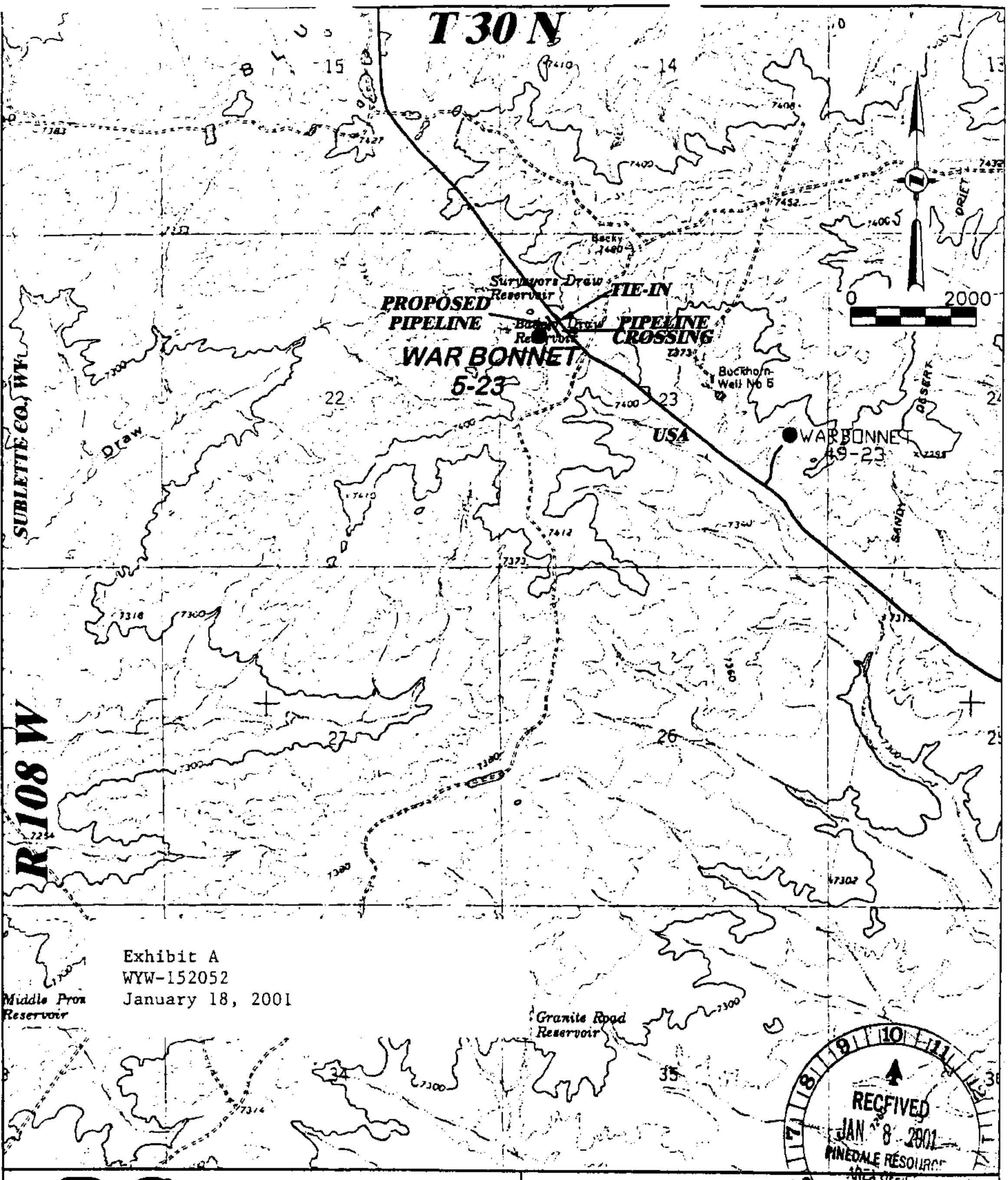


Exhibit A
WYW-152052
January 18, 2001

GRIFFIN & ASSOCIATES, INC.		PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES WAR BONNET 5-23
1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000' JOB No. 7277 DATE: 12/08/00	TOTAL PROPOSED LENGTH: 319'± PROPOSED PIPELINE --------- EXISTING ROAD ———
		TOPO MAP B

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Affidavit of Corporate Merger and Name Change

I, Frank G. McDonald, Vice President, General Counsel and Assistant Secretary of XTO Energy Inc., a Delaware corporation, whose mailing address is 810 Houston Street, Suite 2000, Fort Worth, Texas 76102-6298, state:

1. On June 1, 2001, Cross Timbers Oil Company, a Delaware corporation, was the owner of certain oil and gas properties (or undivided interests therein) in various states (collectively, the "Properties").

2. On June 1, 2001, Cross Timbers Operating Company, a Texas corporation, and a wholly owned subsidiary of Cross Timbers Oil Company, was the operator of certain of the Properties.

3. On June 1, 2001, pursuant to a Certificate of Ownership and Merger, a copy of which is attached hereto as Exhibit A, Cross Timbers Operating Company was merged into its parent company, Cross Timbers Oil Company, and the name of Cross Timbers Oil Company was changed to XTO Energy Inc.

Dated June 1, 2001.

Frank G. McDonald
Vice President, General Counsel and
Assistant Secretary

CARLA J. DANIELS
Notary Public
STATE OF TEXAS
My Comm. Exp. 06/20/03

Sworn to and subscribed before me this 1st day of June, 2001, by Frank G. McDonald.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 1st day of June, 2001, by Frank G. McDonald, Vice President, General Counsel and Assistant Secretary of XTO Energy Inc., a Delaware corporation, on behalf of such corporation.

CARLA J. DANIELS
Notary Public
STATE OF TEXAS
My Comm. Exp. 05/20/03

Notary Public in and for the State of Texas

284415

RECORDED June 5 2001 4:10 PM
IN BOOK 72 Misc PAGE 279
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

EXHIBIT A

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"CROSS TIMBERS OPERATING COMPANY", A TEXAS CORPORATION,

WITH AND INTO "CROSS TIMBERS OIL COMPANY" UNDER THE NAME OF "XTO ENERGY INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTEENTH DAY OF MAY, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF JUNE, A.D. 2001, AT 10 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2243325 8100M

010233486

AUTHENTICATION: 1136177

DATE: 05-16-01

FROM RICHARDS LAYTON & FINGER PI

DIVISION OF CORPORATIONS
FILED 09:00 AM 05/16/2001
010233486 - 2243325

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
CROSS TIMBERS OPERATING COMPANY
WITH AND INTO
CROSS TIMBERS OIL COMPANY

Pursuant to Section 253 of the
General Corporation of Law of the State of Delaware

Cross Timbers Oil Company, a Delaware corporation (the "Company"), does hereby certify to the following facts relating to the merger (the "Merger") of Cross Timbers Operating Company, a Texas corporation (the "Subsidiary"), with and into the Company, with the Company remaining as the surviving corporation:

FIRST: The Company is incorporated pursuant to the General Corporation Law of the State of Delaware (the "DGCL"). The Subsidiary is incorporated pursuant to the Texas Business Corporation Act.

SECOND: The Company owns all of the outstanding shares of each class of capital stock of the Subsidiary.

THIRD: The Board of Directors of the Company, by the following resolutions duly adopted on May 15, 2001, determined to merge the Subsidiary with and into the Company pursuant to Section 253 of the DGCL:

> WHEREAS, Cross Timbers Oil Company, a Delaware corporation (the "Company"), owns all of the outstanding shares of the capital stock of Cross Timbers Operating Company, a Texas corporation ("Subsidiary"); and
>
> WHEREAS, the Board of Directors of the Company has deemed it advisable that the Subsidiary be merged with and into the Company pursuant to Section 253 of the General Corporation Law of the State of Delaware;
>
> RESOLVED, that the Subsidiary be merged with and into the Company (the "Merger").
>
> RESOLVED FURTHER, that by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of common stock of the Company shall remain unchanged and continue to remain outstanding as one share of common stock of the Company, held by the person who was the holder of such share of common stock of the Company immediately prior to the Merger.
>
> RESOLVED FURTHER, that by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of common stock of the Subsidiary shall be canceled and no consideration shall be issued in respect thereof.

RESOLVED FURTHER, that upon the filing of the Certificate of Merger, Article One of the Restated Certificate of Incorporation of the Company shall be amended in its entirety to read as follows:

"The name of the Corporation is XTO Energy Inc."

RESOLVED FURTHER, that the proper officers of the Company be and they hereby are authorized and directed to make, execute and acknowledge, in the name and under the corporate seal of the Company, a certificate of ownership and merger for the purpose of effecting the Merger and to file the same in the office of the Secretary of State of the State of Delaware, and to do all other acts and things that may be necessary to carry out and effectuate the purpose and intent of the resolutions relating to the Merger and change of name of the Company.

FOURTH: This Certificate of Ownership and Merger shall be effective as of 10:00 a.m. Eastern Standard Time on June 1, 2001.

IN WITNESS WHEREOF, the Company has caused this Certificate of Ownership and Merger to be executed by its duly authorized officer this 15th day of May, 2001.

CROSS TIMBERS OIL COMPANY

By: _____
Name: Frank G. McDonald
Title: Vice President and General Counsel

AFFIDAVIT

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

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

1. That Paul A. Duzik died intestate at Rock Springs, Sweetwater County, Wyoming, on June 20, 2000.

2. That on the 30th day of November, 1999, said Paul A. Duzik and Virginia M. Duzik, husband and wife, acquired the following described real property from Paul A. Duzik, also known as Paul A. Duzlk, and Virginia M. Duzik:

> Lot 81, Block 8, Third Filing, Barger Subdivision, Sublette County, Wyoming 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.

3. That said Paul A. Duzik, also known as Paul A. Duzlk, and Virginia M. Duzik, husband and wife, duly and regularly executed and delivered a Warranty Deed, dated the 30th day of November, 1999, in favor of Paul A. Duzik and Virginia M. Duzik, husband and wife, as tenants by the entirety; which Warranty Deed was filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, on the 6th day of December, 1999, and recorded in Book 40WD, Page 62.

4. That as a result of the death of Paul A. Duzik said property passed to Virginia M. Duzik, in accordance with the provisions of W.S. Section 34-6-102 (1977), renumbered as W.S. Section 2-9-102 (1977, as amended).

5. That this affidavit is made in accordance with the provisions of W.S. Section 34-6-102 (1977), renumbered as W.S. Section 2-9-102 (1977, as amended), and that the Certificate of Death hereunto annexed, and by this reference made a part of this affidavit, is a copy of the official death certificate of the decedent, Paul A. Duzik, certified to by the public authority in which such original death certificate is made of record.

DATED this 5 day of June, 2001.

Virginia M Duzik
VIRGINIA M. DUZIK

SUBSCRIBED AND SWORN to before me by Virginia M. Duzik this 5th day of June, 2001.

(SEAL)

PAULA BROWN – NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
My Commission Expires April 13, 2004

Paula Brown
Notary Public

My Commission Expires: April 13, 2004

284484

RECORDED June 6 2001 11:20 AM
IN BOOK 72 MISC PAGE 283
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By [illegible]

STATE OF UTAH — DEPARTMENT OF HEALTH

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

18-2623
LOCAL FILE NUMBER

STATE OF UTAH - DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH
STATE FILE NUMBER

DECEDENT

1 NAME OF DECEDENT — FIRST: PAUL; MIDDLE: Andrew; LAST: DUZIK
2 SEX: Male
3a DATE OF DEATH (Mo., Day, Yr.): June 20, 2000
3b TIME OF DEATH (24 hr. clock): 1030
4 DATE OF BIRTH (Mo., Day, Yr.): April 10, 1924
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 20 6706
8a PLACE OF DEATH (check only one): HOSPITAL (status codes for Hospital only): [X] 1 Inpatient; [ ] 2 ER/Outpatient; [ ] 3 DOA — 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): University Hospital
8c CITY, TOWN OR LOCATION OF DEATH: Salt Lake City
8d. COUNTY OF DEATH: Salt Lake
9. SURVIVING SPOUSE (If wife, give maiden name): Virginia Smith
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): Business Owner
12b KIND OF BUSINESS OR INDUSTRY: Hotel
13a RESIDENCE - STREET AND NUMBER: 1230 Eagle Way
13b CITY, TOWN OR COMMUNITY: Rock Springs
13c. COUNTY: Sweetwater
13d STATE: Wyo.
13e INSIDE CITY LIMITS? [X] 1 Yes [ ] 2 No
13f ZIP CODE: 82901
14 WAS DECEDENT OF HISPANIC ORIGIN? (If yes, Specify) [ ] 1 Yes [X] 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): White
16. EDUCATION (specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+): -14-

PARENTS

17 FATHER'S NAME (First, Middle, Last): Nick Duzik
18. MAIDEN NAME OF MOTHER (First, Middle, Last): Cecelia Grobon

INFORMANT

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Mrs. Virginia Duzik (Wife) 1230 Eagle Way, Rock Springs, Wyo. 82901

DISPOSITION

20 METHOD OF DISPOSITION: [ ] 1 Entombment; [ ] 2 Donation; [ ] 3 Other; [ ] 4 Burial; [X] 5 Cremation; [ ] 6 Removal
21a. DATE OF DISPOSITION: June 22, 2000
21b. PLACE OF DISPOSITION (name of cemetery, crematory, or other place): Samuel-Fox Crematory
21c LOCATION - City or Town, State: Rock Springs, Wyo.
22 SIGNATURE OF FUNERAL SERVICE LICENSEE
23 LICENSEE NUMBER: 114708
24 FUNERAL HOME (Name and address): McDougal Funeral Home, 4330 So. Redwood Road, SLC, Utah 84123

CERTIFIER

25 DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: June 20, 2000
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
[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: Andrew T. Dailey, M.D.
27c LICENSE NUMBER: 98-354499-1205
27d DATE SIGNED (Month, Day, Year): June 21, 2000
28 NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/Print): Andrew T. Dailey, M.D. 50 N Medical Drive, Salt Lake City, Utah 84132

REGISTRAR

29 REGISTRAR'S SIGNATURE
30a. DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.)
30b DATE FILED (Mo., Day, Yr.): June 22, 2000

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.	Herniation + Brain death	Hrs.
DUE TO (OR AS A CONSEQUENCE OF) b.	Intracerebral Hemorrhage	12 Hrs.
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.	Hypertension	Years
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; [X] 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 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)

USE PERMANENT BLACK INK

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: JUN 23 2000

County – Salt Lake

Registrar

L018566

Barry E Nangle
Barry E. Nangle
DIRECTOR OF VITAL RECORDS
By
Ellen Freeman

THE GREAT SEAL OF THE STATE OF UTAH 1896

SDH BVR 95 (11-99)

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES. ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

pages 285-294 are duplicated

RECORDED June 12 2001 3:30 PM
IN BOOK 72 Misc PAGE 285
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

WYW-152572
FORM 2800-14
(August 1985)

284598

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-152572

==========

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:

Stud horse 11-21

a. By this instrument, the holder:

Mountain Gas Resources
PO Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 21, NE¼SW¼, NW¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 611 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)

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 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 Exhibit A dated May 25, 2001, 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 or permit 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. 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.

g. 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).

h. 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.

i. 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.

j. 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 25, 2001. 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.

k. 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.

l. 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.

(OVER)

[redacted] [redacted] [redacted]

m. *Construction activity and surface disturbance will be prohibited during the period from March 1 to June 30 for the protection of sage grouse nesting habitat.*

Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of raptor nesting habitat.

Any exceptions to this requirement must have prior written approval from the authorized officer.

n. *Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.*

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

[redacted]
(Signature of Holder)

South West Area Mgr.
(Title)

May 25, 2001
(Date)

Peter A. McFadden
(Signature of Authorized Officer)

Acting Field Manager
(Title)

May 25, 2001
(Effective Date of Grant)

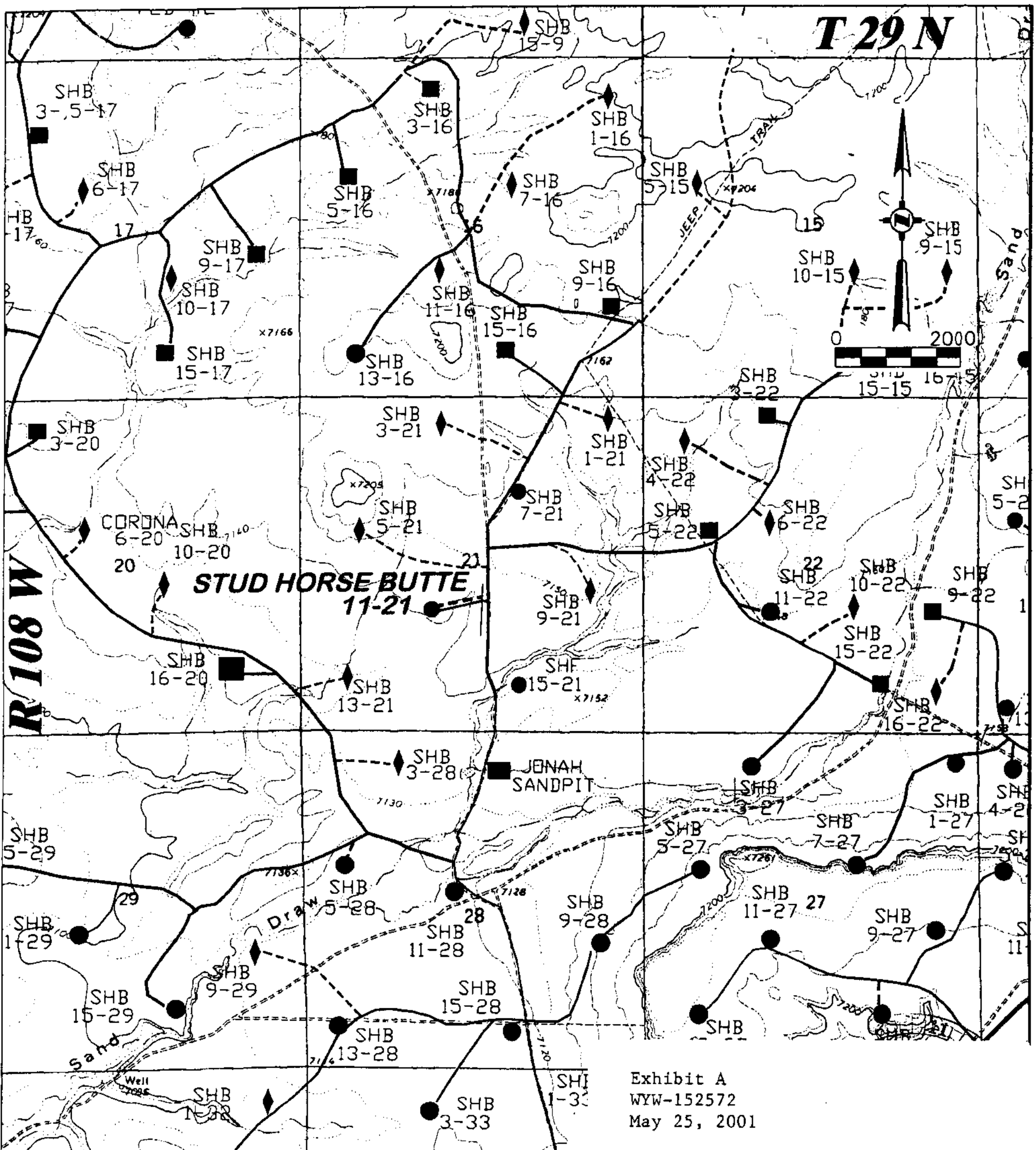


Exhibit A
WYW-152572
May 25, 2001

DRG GRIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES STUD HORSE BUTTE 11-21

SCALE: 1" = 2000'
JOB No. 7495
DATE: 03/27/01

TOTAL PROPOSED LENGTH: 611'±

EXISTING ROAD ——————
PROPOSED PIPELINE - - - - - - -

TOPO MAP B

WYW-151585
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-151585

==========

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).

Studhorse 8-24

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources
PO Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 24, N½NE¼, SE¼NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,972 feet long and contains 2.3 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.

284599

RECORDED June 12 2001 3:30 M
IN BOOK 72 Misc. PAGE 289
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lee Ohn

(OVER)

290

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 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 Exhibit A dated May 25, 2001, 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 or permit 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. 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.

g. 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).

h. 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.

i. 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.

j. 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 25, 2001. 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.

k. 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.

l. 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.

(OVER)

m. *Construction activity and surface disturbance will be prohibited during the period from April 1 to July 31 for the protection of sage grouse nesting habitat.*

Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of raptor nesting habitat.

Any exceptions to this requirement must have prior written approval from the authorized officer.

n. *Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.*

o. *Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.*

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

David Hollenbeck
(Signature of Holder)

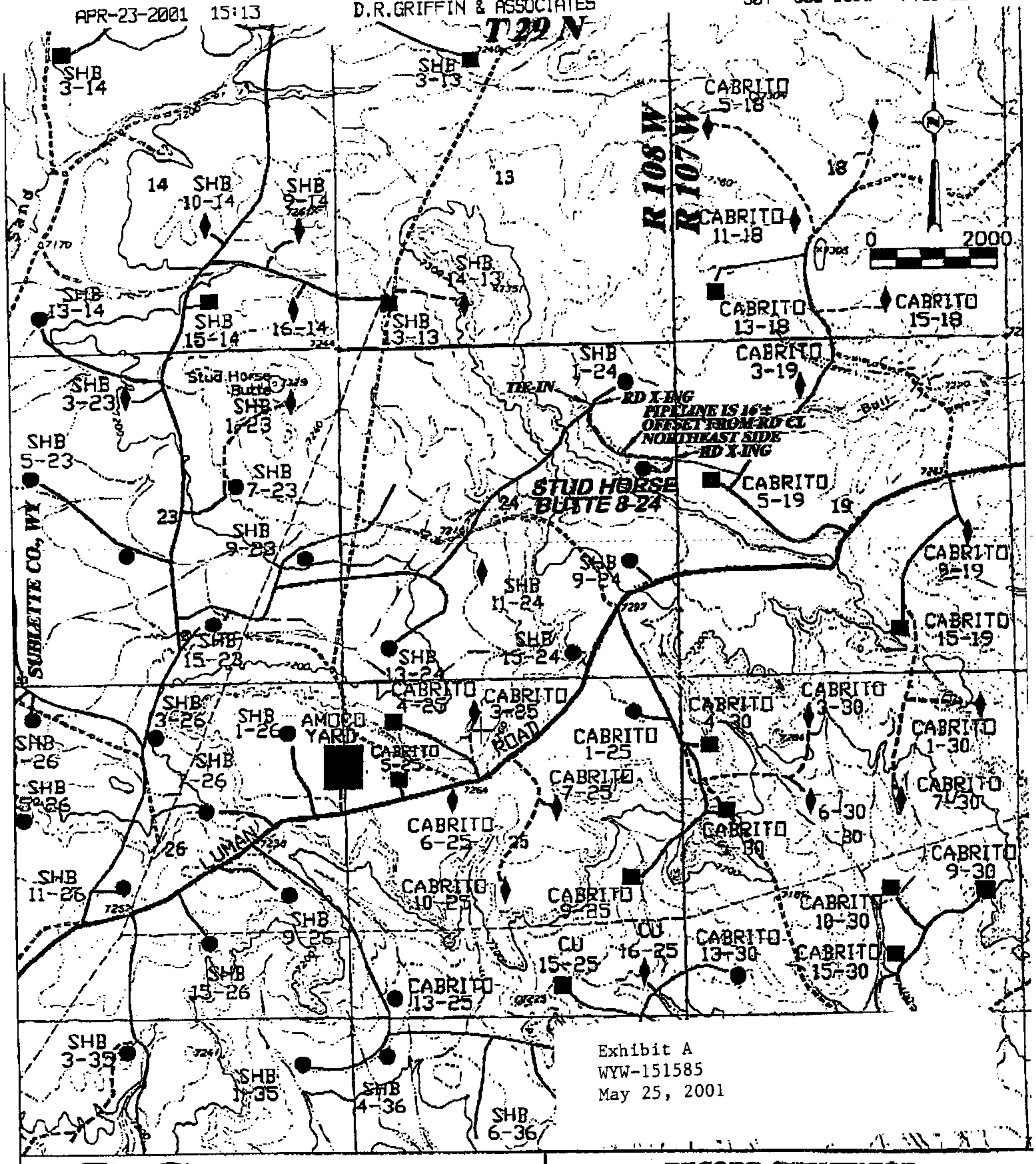
South West Wyo Area Mgr
(Title)

May 25, 2001
(Date)

Peter A. McFadden
(Signature of Authorized Officer)

Acting Field Manager
(Title)

May 25, 2001
(Effective Date of Grant)



DRG RIFFIN & ASSOCIATES, INC.		***RECORD SURVEY FOR STUD HORSE BUTTE 8-24 MOUNTAIN GAS RESOURCES***
1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	***SCALE: 1" = 2000'***	***TOTAL PROPOSED LENGTH: 2235'***
	JOB No. 7102	***EXISTING ROAD ——— MGR PIPELINE ·····*** / ***TOPO MAP 8***
	DATE: 4/23/01	

285 A

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

We, Richard D. Key and Ann E. Martin, being duly sworn, on oath depose and state that we are making this Affidavit pursuant to W.S. 2-1-201, as the distributees of the estate of ANN A. KEY, as hereinafter set forth, and that we make the following statements in condition therewith:

1. ANN A. KEY, died on April 19, 2001, and was a resident of Sublette County, Wyoming, at the time of her death.

2. Decedent died testate with Richard D. Key and Ann E. Martin as the sole distributees of her estate, as is shown by a copy of her will attached hereto as Exhibit A.

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 has 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. Richard D. Key and Ann E. Martin are the only parties entitled to the personal property of decedent, and there are no other distributees of decedent having a right to succeed to any of the personal property of decedent under probate proceedings; and, therefore, Richard D. Key and Ann E. Martin are entitled to distribution of all decedent's personal property.

7. The original of this Affidavit, along with a certified copy of the death certificate of the decedent, are being filed of record with the County Clerk of Sublette County, Wyoming, in accordance with W.S. 2-1-201(c).

8. Any person indebted to the decedent or having possession of tangible personal property or an instrument evidencing a debt, obligation, stock or chose in action of the decedent shall, upon presentation of a certified copy of this Affidavit, deliver such property to RICHARD D. KEY and ANN E. MARTIN.

284616

RECORDED June 13 2001 10:40 AM
IN BOOK 123 MISC PAGE 285
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Marilyn Jensen

DATED 4 day of June, 2001

Richard D. Key
RICHARD D. KEY

STATE OF WYOMING)
:ss
COUNTY OF SUBLETTE)

Marilyn Jensen
Clerk of District Court
Exp. 1-03

The foregoing was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 4th day of June, 2001 by RICHARD D. KEY

Ann E. Martin
ANN E. MARTIN

STATE OF COLORADO)
:ss
COUNTY OF Arapahoe)

JANE A. THOMAS NOTARY PUBLIC STATE OF COLORADO

The foregoing was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 9th day of June, 2001 by ANN E. MARTIN

My Commission Expires 12-12-2004

Jane A. Thomas

[redacted] [redacted] [redacted]

MEMORANDUM OF CONTRACT

JAMES TOMAS JOHNSTON and PAULA JEAN JOHNSTON, as Buyers, and JIM BRIDGER DEVELOPMENT, Inc., as Seller, entered into an agreement for Warranty Deed whereby Sellers agreed to sell and Buyers agreed to buy the following described real property, to-wit:

Lot No. 9, Antelope Hills Subdivision, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk, Sublette County, Wyoming; Subject to reservations for oil, gas and other minerals, and easements of record, in accordance with provisions, terms, covenants and conditions contained in said Agreement.

Sellers shall convey the above property to Buyers by a good and sufficient Warranty Deed, upon full payment by Buyers as set forth in said contract.

Jim Bridger Development, Inc.

Elvin L. Booth president

State of Wyoming

County of Natrona

The foregoing instrument was acknowledged before me by Elvin L. Booth, as president of Jim Bridger Development, Inc., dated this 6th day of June, 2001.

Notary public

My commission expires January 28, 2004

NOTARY PUBLIC
JESSICA A. ODEN
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires January 28, 2004

284624
RECORDED June 13 2001 3:15PM
IN BOOK 72 Misc. PAGE 286
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Eaton

MEMORANDUM OF CONTRACT FOR DEED

This MEMORANDUM OF SALE, made and entered into by and between Jim Bridger Development, Inc. as Seller and Gerold R. Soders, as Buyer, dated this 2nd day of August, 2000, for purchase of the following described property:

Lot No. 46, 5th Filing, JIM BRIDGER ESTATES, Subdivision, Sublette County, Wyoming.

Buyer is purchasing the above described property, pursuant to a Contract for Deed, dated August, 2, 2000. As per Contract, upon final payment, Seller shall issue to Buyer a Warranty Deed to the property. This Memorandum is binding upon any and all successors in interest.

JIM BRIDGER DEVELOPMENT, Inc.

Elvin L. Booth president

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Elvin L. Booth, as president of Jim Bridger Development, Inc., dated this 6th day of June, 2001.

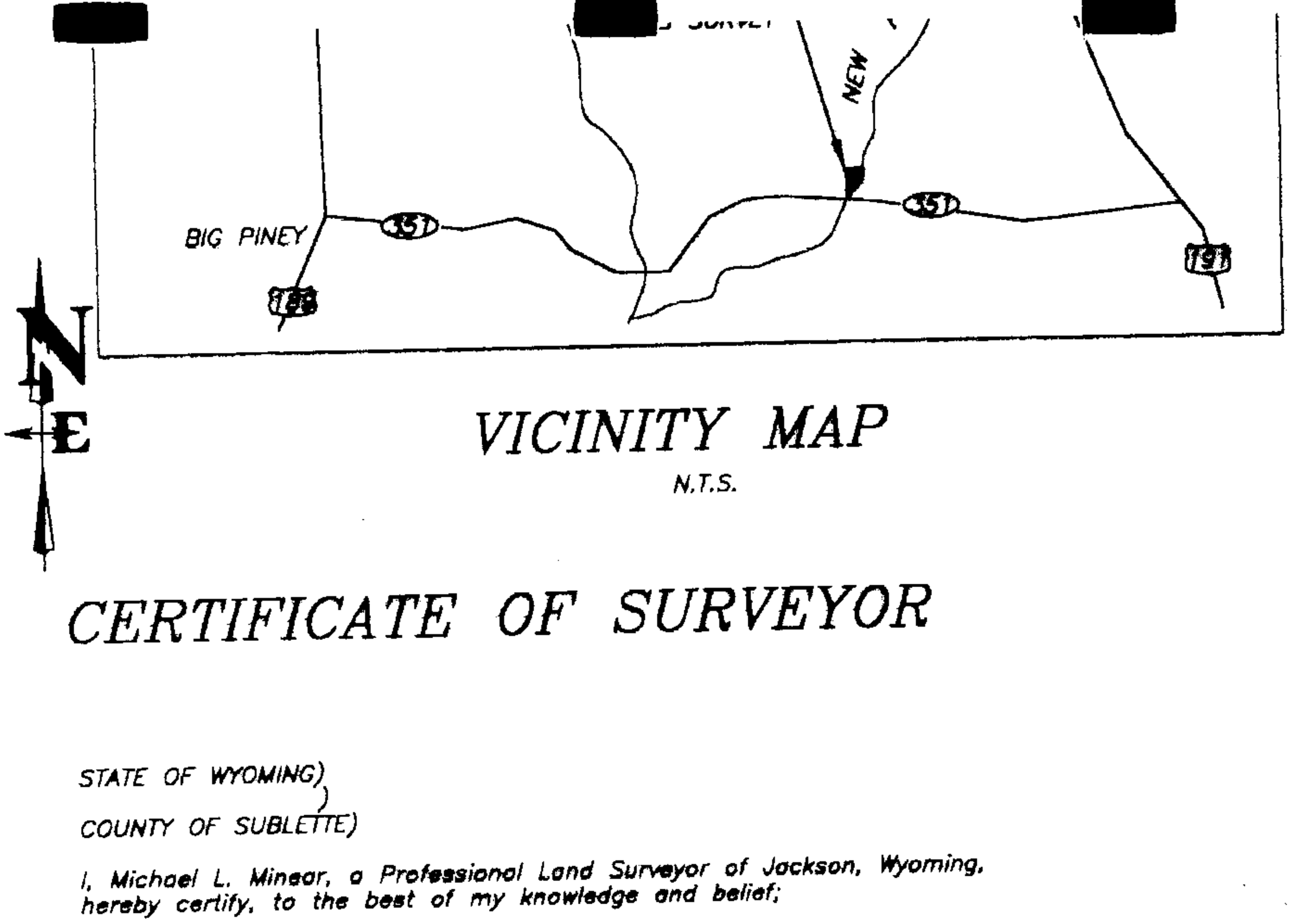
Jessica A. Oden
notary public

My commission expires January 28, 2004

NOTARY PUBLIC
JESSICA A. ODEN
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires January 28, 2004

284625

RECORDED June 13 2001 3:15 pM
IN BOOK 72 Mis PAGE 287
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott



VICINITY MAP

N.T.S.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

I, Michael L. Minear, a Professional Land Surveyor of Jackson, Wyoming, hereby certify, to the best of my knowledge and belief;

that this map was made from notes taken during an actual survey made by me during June through September, 1998 and May, 2000 and from records available in the Office of the Clerk of Sublette County, and that it correctly represents the points and corners as they are marked on the ground. that this map supercedes that map in Book 69 of Misc., page 1, due to easement changes.

Professional Land Surveyor
MICHAEL L. MINEAR
4269
Date 6/13/01
WYOMING

MICHAEL L. MINEAR, WYOMING PROFESSIONAL LAND SURVEYOR 4269

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MICHAEL L. MINEAR
THIS 13 th DAY OF June ,2001.
WITNESS MY HAND AND OFFICIAL SEAL.

JAMES KOFOED - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 10, 2002

JAM... ...BLIC
COUNTY ...
TETON
...TE OF ...
MY COMMISSION E...
...ER 10, 2002

James Kofoed
NOTARY PUBLIC

MY COMMISSION EXPIRES 12/10/200

284632
RECORDED June 14 2001 2:10PM
IN BOOK 78 Misc. PAGE 288
FEES $25.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
288
By Cathy Jacobson

MAP OF SURVEY
LOTS 4, 5 AND 6 OF SECTION 32, AND THAT PORTION OF LOT 2, SECTION 33 SOUTH OF THE E-W CENTERLINE T31N R109W SUBLETTE COUNTY, WYOMING

288 A

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires 3 Dec. 2003

Susan Y. Hoffman
NOTARY PUBLIC

3 December 2003
MY COMMISSION EXPIRES:

AL THREAD
: RIVER IS
OUNDARY
DINGS TRACT

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD	TANGENT
C1	3717.48'	5°00'05"	324.51'	N65°56'46"E	324.40'	162.36'
C2	3717.48'	1°10'55"	76.68'	N69°02'16"E	76.68'	38.34'
C3	261.00'	42°20'51"	192.91'	N26°39'44"E	188.55'	101.10'
C4	238.00'	44°53'34"	186.48'	N31°32'01"E	181.75'	98.32'

284689

RECORDED June 15 2001 2:00PM
IN BOOK 78 Misc. PAGE 289
FEES $ 25.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Section

PLAT OF SURVEY FOR PETER S. OLSON OF TRACTS AND EASEMENTS WITHIN SECTIONS 15, 21 AND 22 T30N R110W SUBLETTE COUNTY, WYOMING

corners.

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LEGEND

INDICATES A CORNER RECORD ON FILE IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY.

INDICATES A 5/8"x24" STEEL REINFORCING ROD WITH 2" ALUMINUM CAP INSCRIBED: "SURVEYOR SCHERBEL LTD BIG PINEY WY PLS3889" AND APPROPRIATE DETAILS, SET.

INDICATES A CALCULATED POSITION NO MONUMNET SET.

—x— INDICATES AN EXISTING FENCE LINE.

INDICATES THE BANK OF SOUTH PINEY CREEK.

INDICATES AN EXISTING ROAD.

INDICATES TRACT BOUNDARY LINE.

INDICATES "CLOSING POINT" NOT NECESSARILY ON THE ACTUAL ONE-SIXTEENTH LINE AS REPRESENTED.

284690

RECORDED June 15 2001 2:00PM

IN BOOK 72 Misc. PAGE 290

FEES $25.00 County Clerk

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Sexton

PLAT OF SURVEY FOR CARL BUDD OF TRACT WITHIN NE1/4SE1/4 SECTION 8 T29N R114W SUBLETTE COUNTY, WYOMING

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Box 458
Marbleton, Wyoming 83113

Surveyor Scherbel, Ltd.
Box 4296
Marbleton, Wyoming 83113

June, 2001

284691

RECORDED June 15 2001 2:00PM
IN BOOK 72 Misc. PAGE 291
FEES $ 50.00 M. Scott CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Sacton

PLAT OF

COPELAND ADDITION

TO THE

TOWN OF MARBLETON

SUBLETTE COUNTY, WYOMING

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

WITHIN AND FOR SUBLETTE COUNTY, WYOMING

In the Matter of the Estate of FRANK W. TATMAN also known as FRANK TATMAN, Deceased.	)	Probate No. P-1774

FILED

JUN 0 8 2001

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

DECREE OF DISTRIBUTION PURSUANT TO SECTION 2-1-205, W.S., 1977

ROBERT E. TATMAN, Trustee of the FRANK W. TATMAN LIVING TRUST, dated June 21, 1990, and any amendments thereto, the person named in the Last Will and Testament of FRANK W. TATMAN, also known as FRANK TATMAN to be the distributee of the Estate of FRANK W. TATMAN, also known as FRANK W. TATMAN, having heretofore filed herein an Application for Decree Pursuant to Section 2-1-205, W.S., 1977;

And said Application for Decree Pursuant to Section 2-1-205, W.S., 1977, 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. That the Application filed herein was prepared pursuant to Wyoming Statutes 2-1-205.

2. That FRANK W. TATMAN, also known as FRANK TATMAN died testate on January 22, 2000, in Rock Springs, Sweetwater County, Wyoming, and that said decedent at the time of his death left estate consisting of real property located in Sublette County, in the State of Wyoming.

3. That the assets of said estate located in Lincoln County, Wyoming, consist of ownership in real property, described as follows:

> An undivided one -half (½) interest in and to all land situated South and East of Pine Creek in the NE1/4NE1/4 of Section 27, Section 27, Township 34 North, Range 109 West, Sublette County, Wyoming, EXCEPTING THE FOLLOWING:
>
> The Riverside Subdivision as recorded in the Sublette County Clerk's office;
>
> SUBJECT TO Easements and rights of way of record or in use and to reservations and restrictions contained in United States Patents,
>
> TOGETHER WITH all improvements and appurtenances thereto appertaining.

284699

RECORDED June 18 2001 8:30AM
IN BOOK 72 Misc PAGE 292
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

4. That FRANK W. TATMAN, also known as FRANK TATMAN left surviving him the following who would have under the probate laws of the State of Wyoming, the right to succeed to the property of said FRANK W. TATMAN, also known as FRANK TATMAN, deceased.

Name, Address and Relationship of Estate	Age	Share
Robert E. Tatman, sole Trustee under the FRANK W. TATMAN LIVING TRUST, dated June 21, 1990, and any amendments thereto	n/a	100%

5. That the value of the entire estate, wherever located, less liens and encumbrances, does not exceed the sum of Seventy Thousand and No/100 Dollars ($70,000.00), and filed herein is a Report of Appraisal with respect to the real property contained in the above-entitled estate.

6. That thirty (30) days have elapsed since the death of the decedent. A copy of the death certificate of the Decedent is attached to the Application filed herein as "Exhibit A".

7. That no application for appointment of a Personal Representative is pending or has been granted in any jurisdiction.

8. That the above-named distributee is entitled to payment or delivery of the property of said decedent, and there are no other distributees of the decedent having a right to succeed to the property under probate proceedings.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that ROBERT E. TATMAN, sole Trustee under the FRANK W. TATMAN LIVING TRUST, dated June 21, 1990 be, and he is hereby, determined to be the distributee of the Last Will and Testament of FRANK W. TATMAN, also known as FRANK TATMAN, deceased, and that all of decedent's right, title and interest in and to the following described real property:

An undivided one -half (½) interest in and to all land situated South and East of Pine Creek in the NE1/4NE1/4 of Section 27, Section 27, Township 34 North, Range 109 West, Sublette County, Wyoming, EXCEPTING THE FOLLOWING:

The Riverside Subdivision as recorded in the Sublette County Clerk's office;

SUBJECT TO Easements and rights of way of record or in use and to reservations and restrictions contained in United States Patents,

TOGETHER WITH all improvements and appurtenances thereto appertaining.

be, and it is hereby, set over to the following, in the proportions reflected:

Name	Age	Share
Robert E. Tatman, sole Trustee under the FRANK W. TATMAN LIVING TRUST, dated June 21, 1990, and any amendments thereto	n/a	100%

to have and to hold the same unto himself, his heirs and assigns forever.

DATED this 21st day of May, 2001.

DISTRICT 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

SIGNED

THAT THE LOT DIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS;

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 CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR ANY PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER;

AND FURTHER, WE THE UNDERSIGNED, BEING BOTH GRANTORS AND GRANTEES, DO HEREBY CONVEY AND QUIT CLAIM ALL INTEREST IN THE LOT OR LOTS OPPOSITE THE NAME OR NAMES OF THE FOLLOWING GRANTEES, THE LOTS BEING SITUATE IN THE HEREON DESCRIBED MARPERCAS LOT DIVISION;

OWNERS AND GRANTEES	DESCRIPTION BY LOT NUMBER
PAMELLA AND DENNIS M. PERCIVAL	LOT 1
BEVERLEY MARIANO-CAMPBELL, TRUST DATED APRIL 1, 2000 DENNIS B. THOMAS, JR. RONALD LAINE THOMAS KATHY LYNN THOMAS MELVIN JOHN STEIGER, TRUST DATED MARCH 12, 1998 JOHN HENRIKSEN GEORGE E. CASKEY	LOT 2

SIGNATURES BY SEPARATE AFFIDAVIT

PAMELLA AND DENNIS M. PERCIVAL

BEVERLEY MARIANO-CAMPBELL, TRUST DATED APRIL 1, 2000

DENNIS B. THOMAS, JR.

RONALD LAINE THOMAS

KATHY LYNN THOMAS

MELVIN JOHN STEIGER, TRUST DATED MARCH 12, 1998

JOHN HENRIKSEN

GEORGE E. CASKEY

ZONING: RR-10

OWNER/DEVELOPER: MELVIN J. STEIGER, et. al.
5582 SOUTH CORA WAY
SALT LAKE CITY, UTAH 84118

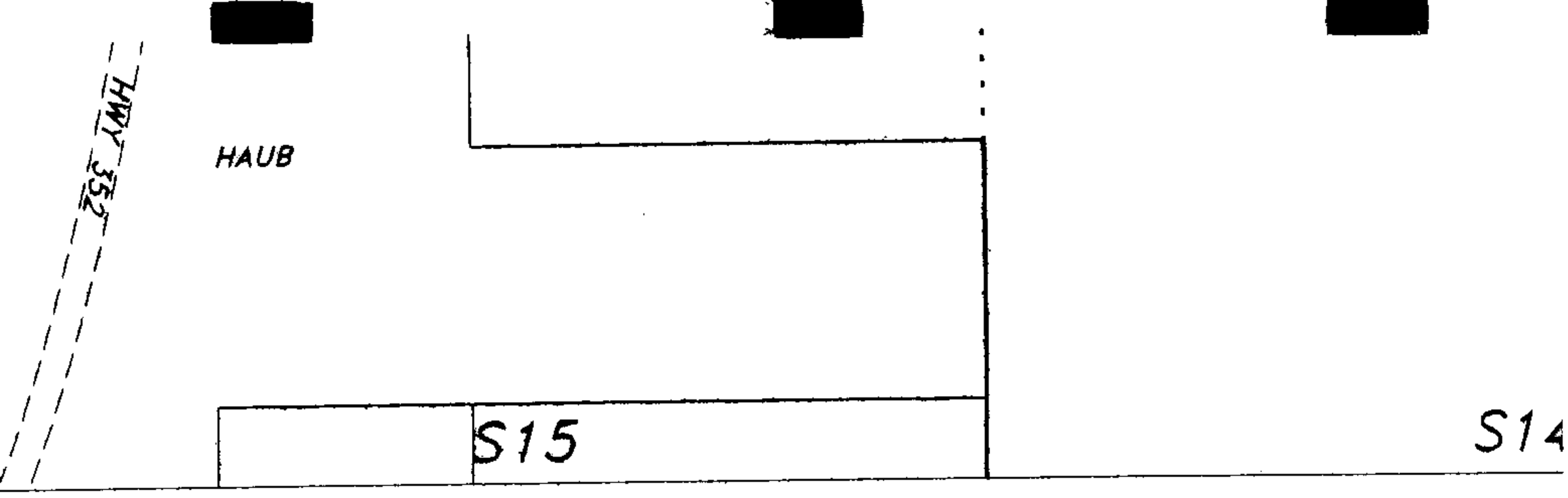
SURVEYOR: SURVEYOR SCHERBEL, LTD.
P.O. BOX 4296
MARBLETON, WY 83113

DATE: 6 JUNE 2001

284756
RECORDED June 19 2001 1:55pM
IN BOOK 72 Misc. PAGE 295
FEES $5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

MARPERCAS LOT DIVISION
OF THE
NW1/4SE1/4 SECTION 2
T37N R110W
SUBLETTE COUNTY, WYOMING

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VICINITY MAP

SCALE: 1" = 1000'

APPROVAL

ZONING AND DEVELOPMENT REGULATIONS
IG PLAT OF THE STEVIE LOT DIVISION
MEETING OF THE BOARD OF COUNTY
AY OF June , 2001.
ITUTE ACCEPTANCE OF THE STREETS
ROADS, DESIGNATION OF COUNTY
Y COMPLIANCE WITH PROVISIONS
STATUTES, 1997, AS AMENDED.

RS

Lamer

ER

UNTY CLERK

COUNTY CLERK
SUBLETTE COUNTY

284757
RECORDED JUNE 19 2001 1:55 PM
IN BOOK 72 MISC. PAGE 296
FEE $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

STEVIE LOT DIVISION

LOCATED IN
THE W 1/2 W1/2 NE1/4, SEC. 10, T.34N., R.110W., OF THE 6TH P.M.
SUBLETTE COUNTY, WYOMING

297

AFFIDAVIT

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

COMES NOW, MELVIN J. STEIGER, TRUSTEE OF THE Melvin John Steiger TRUST DATED March 12, 1998, whose address is 5582 SOUTH CORA WAY, SALT LAKE CITY, UT 84118, who, being duly sworn on oath according to law, does hereby make the following statements of facts and affirm:

1. That he is an owner of part of the land described under the Certificate of Surveyor on the plat titled, "MARPERCAS LOT DIVISION OF THE NW¼SE¼ SECTION 2 T37N R110W SUBLETTE COUNTY, WYOMING".

2. That he has reviewed said plat.

3. That he 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 has the same effect as if the original mylar of said lot division had been signed.

DATED this 11 day of June 2001.

284758

Melvin J Steiger
Melvin J. Steiger, Trustee

RECORDED June 19 2001 2:10p M
IN BOOK 72 Misc. PAGE 297
FEES $ 6.00 Mary L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

The foregoing instrument was acknowledged before me by Melvin J. Steiger this 11th day of June 2001.

Julie Stringham
Notary Public

Notary Public
JULIE STRINGHAM
1355 East 5360 South
Salt Lake City, Utah 84117
My Commission Expires
December 3, 2002
State of Utah

My commission expires: 3 Dec 2002

AFFIDAVIT

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

COMES NOW, BEVERLEY MARIANO-CAMPBELL, TRUSTEE OF THE Beverley Mariano-Campbell Revocable TRUST DATED April 1, 2000, whose address is 5594 SOUTH CORA WAY, SALT LAKE CITY, UT 84118, who, being duly sworn on oath according to law, does hereby make the following statements of facts and affirm:

1. That she is an owner of part of the land described under the Certificate of Surveyor on the plat titled, "MARPERCAS LOT DIVISION OF THE NW¼SE¼ SECTION 2 T37N R110W SUBLETTE COUNTY, WYOMING".

2. That she has reviewed said plat.

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 has the same effect as if the original mylar of said lot division had been signed.

DATED this 11th day of June 2001.

284759

RECORDED June 19 2001 2:10 PM
IN BOOK T2 Misc. PAGE 298
FEES $6.00 Mary COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Beverley Mariano-Campbell
Beverley Mariano-Campbell, Trustee

The foregoing instrument was acknowledged before me by Beverley Mariano-Campbell this 11th day of June 2001.

Julie Stringham
Notary Public

Notary Public
JULIE STRINGHAM
1355 East 5360 South
Salt Lake City, Utah 84117
My Commission Expires
December 3, 2002
State of Utah

My commission expires: 3 Dec 2002

279

AFFIDAVIT

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

COMES NOW, JOHN H. HENRIKSEN, whose address is 3681 E. CERES DR., HOLLADAY, UT 84124, who, being duly sworn on oath according to law, does hereby make the following statements of facts and affirm:

1. That he is an owner of part of the land described under the Certificate of Surveyor on the plat titled, "MARPERCAS LOT DIVISION OF THE NW¼SE¼ SECTION 2 T37N R110W SUBLETTE COUNTY, WYOMING".

2. That he has reviewed said plat.

3. That he 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 has the same effect as if the original mylar of said lot division had been signed.

DATED this 11 day of June 2001.

284760

RECORDED June 19 2001 2:10PM
IN BOOK 72 Misc. PAGE 299
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scaton

John H Henriksen
John H. Henriksen

The foregoing instrument was acknowledged before me by John H. Henriksen this 11th day of June 2001.

Julie Stringham
Notary Public

Notary Public
JULIE STRINGHAM
1355 East 5360 South
Salt Lake City, Utah 84117
My Commission Expires
December 3, 2002
State of Utah

My commission expires: 3 Dec 2002

AFFIDAVIT

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

COMES NOW, George E. Caskey, whose address is Box 153 Cora, Wy. 82925, who, being duly sworn on oath according to law, does hereby make the following statements of facts and affirm:

1. That he is an owner of part of the land described under the Certificate of Surveyor on the plat titled, "MARPERCAS LOT DIVISION OF THE NW¼SE¼ SECTION 2 T37N R110W SUBLETTE COUNTY, WYOMING".

2. That he has reviewed said plat.

3. That he 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 has the same effect as if the original mylar of said lot division had been signed.

DATED this 6 day of June 2001.

284761

RECORDED June 19 2001 2:10PM
IN BOOK 72 Misc. PAGE 300
FEES $ 6.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

George E. Caskey

The foregoing instrument was acknowledged before me by George E. Caskey this 14 day of June 2001.

SHARI PAPE – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires _____

Notary Public

My commission expires: August 7, 2004

AFFIDAVIT

284762

RECORDED June 19 2001 8:10 AM
IN BOOK 72 Misc. PAGE 301
FEES $4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

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

COME NOW, DENNIS M. PERCIVAL AND PAMELLA PERCIVAL, whose address is 148 SOUTH 2050 EAST, LAYTON, UT 84040, who, being duly sworn on oath according to law, do hereby make the following statements of facts and affirm:

1. That they are owners of part of the land described under the Certificate of Surveyor on the plat titled, "MARPERCAS LOT DIVISION OF THE NW¼SE¼ SECTION 2 T37N R110W SUBLETTE COUNTY, WYOMING".

2. That they have reviewed said plat.

3. That they have read and understand the provisions of the Certificate of Owner thereon and the implications thereof.

4. That this affidavit is signed in the stead of and has the same effect as if the original mylar of said lot division had been signed.

DATED this 14th day of June 2001.

Dennis M. Percival

Pamella Percival

The foregoing instrument was acknowledged before me by Dennis M. Percival and Pamella Percival this 14th day of June 2001.

Notary Public

Notary Public
JULIE STRINGHAM
1355 East 5360 South
Salt Lake City, Utah 84117
My Commission Expires
December 3, 2002
State of Utah

My commission expires: 3 DEC 2001

AFFIDAVIT

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

COMES NOW, RONALD LANE THOMAS, whose address is 4206 SOUTH 2835 WEST, WEST VALLEY CITY, UT 84119, who, being duly sworn on oath according to law, does hereby make the following statements of facts and affirm:

1. That he is an owner of part of the land described under the Certificate of Surveyor on the plat titled, "MARPERCAS LOT DIVISION OF THE NW¼SE¼ SECTION 2 T37N R110W SUBLETTE COUNTY, WYOMING".

2. That he has reviewed said plat.

3. That he 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 has the same effect as if the original mylar of said lot division had been signed.

DATED this 11 day of June 2001.

284763

RECORDED June 19 2001 2:10PM
IN BOOK 72 Misc. PAGE 302
FEES $ 9.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Ronald Lane Thomas
Ronald Lane Thomas

The foregoing instrument was acknowledged before me by Ronald Lane Thomas this 18 day of June 2001.

Julie Stringham
Notary Public

Notary Public
JULIE STRINGHAM
1355 East 5360 South
Salt Lake City, Utah 84117
My Commission Expires
December 3, 2002
State of Utah

My commission expires: 3 Dec 2002

AFFIDAVIT

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

COMES NOW, DENNIS B. THOMAS, JR., whose address is 4718 WEST 8450 SOUTH, WEST JORDAN, UT 84088, who, being duly sworn on oath according to law, does hereby make the following statements of facts and affirm:

1. That he is an owner of part of the land described under the Certificate of Surveyor on the plat titled, "MARPERCAS LOT DIVISION OF THE NW¼SE¼ SECTION 2 T37N R110W SUBLETTE COUNTY, WYOMING".

2. That he has reviewed said plat.

3. That he 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 has the same effect as if the original mylar of said lot division had been signed.

DATED this 9 day of June 2001.

284764

RECORDED June 19 2001 2:10 P M
IN BOOK 72 Misc. PAGE 303
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sapten

Dennis B Thomas Jr.
Dennis B. Thomas, Jr.

The foregoing instrument was acknowledged before me by Dennis B. Thomas, Jr. this 9 day of June 2001.

Notary Public

My commission expires: 9-30-2001

AFFIDAVIT

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

COMES NOW, KATHY L. THOMAS, whose address is 8862 SOUTH McGINNIS LN., WEST JORDAN, UT 84088, who, being duly sworn on oath according to law, does hereby make the following statements of facts and affirm:

1. That she is an owner of part of the land described under the Certificate of Surveyor on the plat titled, "MARPERCAS LOT DIVISION OF THE NW¼SE¼ SECTION 2 T37N R110W SUBLETTE COUNTY, WYOMING".

2. That she has reviewed said plat.

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 has the same effect as if the original mylar of said lot division had been signed.

DATED this 11 day of June 2001.

284765

RECORDED June 19 2001 2:10PM
IN BOOK 72 Misc. PAGE 304
FEES $ 6.00 Mary Lou Kyle CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Sacks

Kathy L. Thomas
Kathy L. Thomas

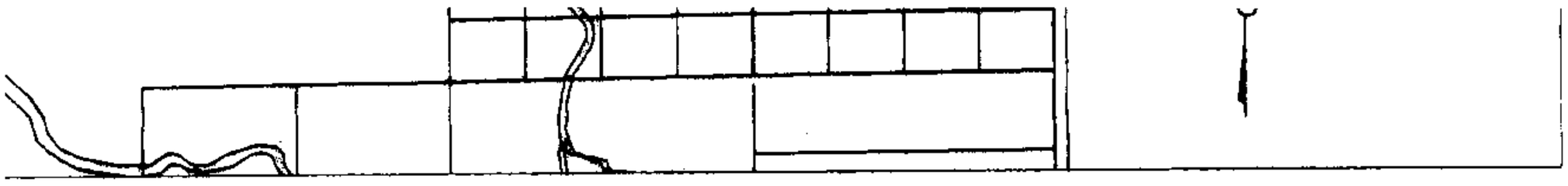
The foregoing instrument was acknowledged before me by Kathy L. Thomas this 11th day of June 2001.

Julie Stringham
Notary Public

My commission expires: 3 Dec 2002

Notary Public
JULIE STRINGHAM
1355 East 5360 South
Salt Lake City, Utah 84117
My Commission Expires
December 3, 2002
State of Utah

305



VICINITY MAP

SCALE: 1"=1000

CERTIFICATE OF ACCEPTANCE

PURSUANT TO STATE STATUTES AND THE TOWN OF PINEDALE MUNICIPAL CODE, THE FOREGOING PLAT OF THE CENTURY ADDITION ANNEXATION TO THE TOWN OF PINEDALE WAS APPROVED AND ACCEPTED AT A MEETING OF THE TOWN COUNCIL OF THE TOWN OF PINEDALE, WYOMING BY RESOLUTION NUMBER 2000-4, PASSED ON THE 16TH DAY OF October, 2000.

TOWN COUNCIL
PINEDALE, WYOMING

Rose Skinner

ROSE SKINNER, MAYOR

TOWN OF PINEDALE · SUBLETTE COUNTY, WYOMING · SEAL · ATTEST

Patty Racich

PATTY RACICH, TOWN CLERK

84767

RECORDED June 19 2001 3:10PM
IN BOOK 72 Misc. PAGE 305
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

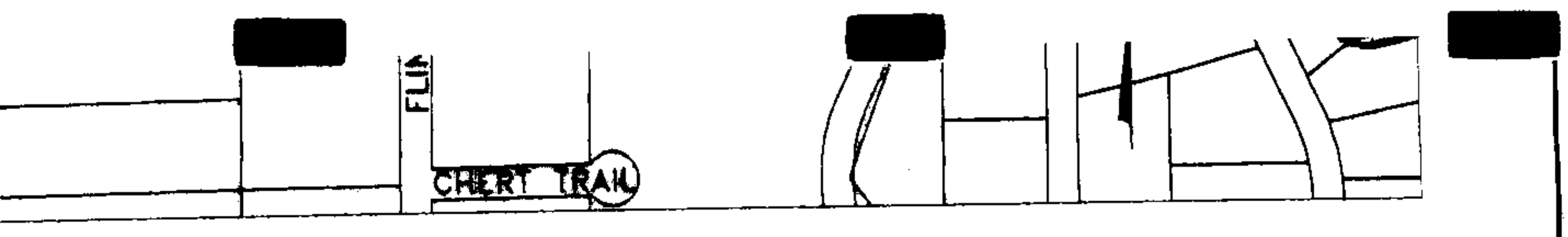
PLAT OF THE

CENTURY ADDITION ANNEXATION

TO THE TOWN OF PINEDALE

LOCATED IN THE N/2 SE/4, SEC. 4,
T.33N., R.109W., 6TH P.M.
SUBLETTE COUNTY, WYOMING

J.O. 2275 REV. 6-18-01 DRAWN BY: RVE



VICINITY MAP

SCALE: 1"=400

CERTIFICATE OF ACCEPTANCE

PURSUANT TO STATE STATUTES AND THE TOWN OF PINEDALE MUNICIPAL CODE, THE FOREGOING PLAT OF THE FOX WILLOW PARK ADDITION TO THE TOWN OF PINEDALE WAS APPROVED AND ACCEPTED AT A MEETING OF THE TOWN COUNCIL OF THE TOWN OF PINEDALE, WYOMING BY ~~RESOLUTION~~ motion NUMBER ____, PASSED ON THE 18 TH DAY OF June, 2001.

TOWN COUNCIL
PINEDALE, WYOMING

Rose Skinner
ROSE SKINNER, MAYOR

TOWN OF PINEDALE SUBLETTE COUNTY, WYOMING SEAL

ATTEST: Patty Racich
PATTY RACICH, TOWN CLERK

284768
RECORDED June 19 2001 4:25pM
IN BOOK 72 Misc. PAGE 306
FEES $ 50.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sasser

PLAT OF THE
FOX WILLOW PARK
ADDITION TO THE TOWN OF PINEDALE
LOCATED IN THE NE1/4 SE1/4, SEC. 4,
T.33N., R.109W., 6TH P.M.
SUBLETTE COUNTY, WYOMING
a.k.a. CENTURY ADDITION ANNEXATION

284802

RECORDED June 22 2001 905AM
IN BOOK 72 MISC PAGE 307
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

AFFIDAVIT

STATE OF NEW HAMPSHIRE)
) ss
COUNTY OF MERRIMACK)

Dean W. Nixon being first duly sworn upon his oath, according to law, deposes and says:

1-

That he, Dean W. Nixon, is a surviving brother of James Lyle Nixon who is now deceased, and that James Lyle Nixon died intestate on the 15th day of April, 2001 and was at the time of his death a resident of the Town of Big Piney, Sublette County, Wyoming;

2-

That James Lyle Nixon, deceased, was at the time of his death, the owner of real and personal property situate in Sublette County, Wyoming, and that the entire estate of the decedent did not exceed in value the sum of $70,000;

3-

That no application for appointment of a personal representative of the decedent or the decedent's estate is pending nor has been granted in any jurisdictions;

4-

That the following named persons are the heirs of James Lyle Nixon, deceased, and are the lawful distributees of the estate of James Lyle Nixon, deceased, to-wit:

B. Laurie Nixon(Mother)
Remick Acres #10
145 Tamworth Road
Tamworth, NH 03886

[redacted] [redacted] [redacted]

Marilyn D. Prive(Sister)
P. O. Box 312
West Ossipee, NH 03890-0312

Dean W. Nixon(Brother)
7173 Oak Hill Road
Loudon, NH 03307-0809

Florence E. Dicey(Sister)
P. O. Box 242
Tamworth, NH 03886

Edith C. Nixon(Sister)
P. O. Box 383
Center, Sandwich, NH 03227

5-

That he, this affiant, represents all of the above name distributees;

6-

That this affidavit is recorded of the office of the County Clerk of Sublette County, Wyoming, to identify the distributees of the estate of James Lyle Nixon, deceased, and to establish their right and title as distributees to the estate of James Lyle Nixon, deceased.

Dean W Nixon
Dean W.Nixon

Subscribed and sworn to before me this 18th day of June, 2001.

Robert E. Barrow
~~Notary Public~~
Justice of Peace

My commission expires:

Oct. 18, 2005

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "FOX WILLOW PARK ADDITION "

WHEREAS, the declarant is the owner of all the lots located in the Fox Willow Park Addition; Now Therefore,

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 22nd day of June 2001, 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) Seven (7), Eight (8), Nine (9) and Ten (10), Fox Willow Park 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 Fox Willow Park 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 Fox Willow Park Addition.

E. "Committee" shall mean and refer to the committee as described in Section 8 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.

A. All improvements shall be of new construction built on site. Pre-cut, manufactured or modular construction shall not be allowed. This restriction shall not apply to individual structural components such as roof trusses, floor joists, stress skin panels, glu-lam beams, etc.

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

RECORDED June 22 2001 9:40 AM
IN BOOK 73 Misc PAGE 309
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

284803

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. 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. Minimum interior living area of single family dwellings shall be 1,300 square feet total for the ground level. Basement areas, garages or covered porches, etc. shall not be counted towards the minimum size requirement. Total building height, from the top of finished grade to the top of roof structure, shall be no more than twenty-six feet.

F. Exterior wall sheathing (plywood, particle board, T-111 or similar products) shall be considered structural and not finished or natural materials for the purposes of applying these Covenants, Conditions and Restrictions.

G. Composite panels (gypsum board, cement fiberboard or similar products) shall not be considered finished materials for the purposes of applying these Covenants, Conditions and Restrictions without continuity in texture and color across seams and edges.

H. All aluminum or vinyl windows shall not be allowed. Wood, metal clad wood or vinyl clad wood shall be allowed. Street fronting main doors comprised of a metal exterior shall not be allowed unless specifically approved by the Committee. Metal, vinyl or stucco siding shall not be allowed unless specifically approved by the Committee.

I. Composite and built –up roofing shall not be allowed. All roofing shall be earth (soil) tone in color. Primary roof pitch shall be no less than 6 to 12. Secondary roof pitch (e.g., porches, gable dormers, breezeways, etc.) shall be no less than 3½ to 12. Roof overhangs shall be eighteen inches for roof pitches up to 15 to 12. No roof overhang shall fall lower than the top of windows and doors located on the main level.

J. With the exception of street fronting garage walls with garage doors with no second story or loft, all walls at each story of street facing sides of all buildings shall have one or more windows balanced in placement. Those windows shall occur leaving no more than eight linear feet of wall between window or door jambs.

K. Buildings must be completely finished on all sides.

L. 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 compliance notice 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.

M. All buildings shall conform to the plan, both as to location and construction, as approved by the Committee.

N. 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 months of the commencement of construction.

3. Landscape Standards.

A. All front yard areas shall be landscaped. Grass lawn is the favored component of such landscaping but trees, shrubs, flower beds and bark mulch are allowed. Alternative landscaping styles, such as Southwestern, and/or materials may be allowed if approved by the Committee.

B. All front and side yard areas open space which is not otherwise landscaped, such as parking, driveway or storage areas, 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 occupancy of the property.

C. All grassed areas, trees and/or shrubs in the front yard area shall be on a buried sprinkler or drip watering system.

D. All landscaping shall be maintained at all times in accordance with the landscape plan submitted and approved to the Committee. All planned grass, 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.

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. Fences.

A. All front yard fences shall be of natural material (wood or stone). The use of masonry units or metal fencing shall be allowed only at the discretion of and with the approval of the Committee.

B. Fences along street fronts shall be no higher than four feet. All other fences shall be no higher than six feet six inches.

5. General Restrictions. The following general restrictions shall apply to the Property:

A. Each Lot shall be used only for residential purposes as allowed in the R-1 Zoning District, under the Zoning Ordinance of the Town of Pinedale. There will be no commercial activities of any type permitted except for Home Occupations as defined and allowed under the current Zoning Ordinance of the Town of Pinedale, or any successor ordinance thereto. It is the intent that this be strictly a residential subdivision except for allowed Home Occupations.

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.

C. 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.

D. No Lot shall be further subdivided.

E. 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, excepting the wetland areas on Lots Four (4), Five (5) and Six (6), 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 days prior to any such entry.

F. All owners of animals shall exercise such proper care and control of their animals to prevent them from becoming a nuisance. "Nuisance," means 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 Fox Willow Park Addition. 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" means any animal that habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person within the Fox Willow Park Addition.

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, provided however, that the provision of this paragraph shall not apply to children's tents, teepees or play structures or except as the same may be customarily employed by contractors during the construction of permitted improvements on the subject Lot or as otherwise allowed hereunder.

H. 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.

I. No lot owner shall park or allow any occupier of a lot owner's lot to park any truck larger than what is commonly known as a one-ton truck, i.e. Ford 350, Chevrolet 3500, Dodge 3500, on any lot or on Opal Street adjacent to any lot in the Fox Willow Park Addition or any trailer in excess of twelve feet, any boat or any recreational vehicle on Opal Street adjacent to any lot in the Fox Willow Park Addition.

J. Recreational vehicles, camp trailers, truck bed campers may be stored on any lot provided the same is not used for overnight occupancy and a residence has been previously constructed on the lot in question.

6. 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 Fox Willow Park 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 Fox Willow Park 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 Fox Willow Park 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 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.

7. Committee.

A. There shall be a Committee, which shall consist of three members. The initial Committee shall be composed of JOHN A. SULENTA, SUSIE SULENTA and BONNIE CHAMBERS. This initial Committee shall exist for ten (10) years from the recording of these Covenants, Conditions and Restrictions in the office of the County Clerk, Sublette County, Wyoming. Any vacancy shall be filled by appointment by the remaining members, or, in the absence of any remaining members, by a vote of the Owners. After said ten (10) year period and after seven (7) 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 or members 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 year term, commencing on the day of election. A member of the Committee may be removed from the Committee upon a vote of seven Lot Owners. It shall be the duty of the Committee to consider and act upon proposals, plans and specifications submitted to it from time to 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 members shall constitute an act by the Committee.

C. No building, structure, 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 compliance notice has been issued by the Committee. The Committee shall exercise its discretion to issue compliance notices 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 compliance notice 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 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 compliance notice.

E. The Committee may grant a variance from the provisions of these covenants, conditions 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.

8. 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.

9. 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 years after which time they shall be automatically extended for successive period of thirty years unless terminated by a unanimous vote of the

Owners of Lots.

10. Amendment. This declaration may be amended by an instrument signed by the Owners of six (6) Lots, which amendment shall be recorded in the office of the County Clerk of Sublette County, Wyoming.

11. 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 covenant, condition, 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 22nd day of June, 2001.

ATTEST:

REDSTONE CORPORATION, a Wyoming Corporation:

SEAL

BY: John A Sulenta
President

Secretary / Assistant Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Declaration Of Covenants, Conditions And Restrictions Of Fox Willow Park 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 22nd day of June, 2001.

WITNESS my hand and official seal.

Mindy Seehafer
NOTARY PUBLIC

My Commission Expires:
11-7-04

MINDY SEEHAFER – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 11/07/2004

284805 **EASEMENT**

RECORDED June 22 2001 1135AM
IN BOOK 72 MISC PAGE 316
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

For and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, George M. Sonnett, Jr. and Wendy Z. Burgers Sonnett, husband and wife, the undersigned, hereinafter referred to as Grantors, do hereby grant and convey unto Ruth E. Oliver known as Ruth E. Wilson and Gary S. Wilson, hereinafter referred to as Grantees, a non-exclusive easement and right-of-way to construct and use a road for the purposes of ingress and egress for operating and maintaining the Highline Canal Irrigation Ditch along a route on, across and through the following described lands owned by Grantors, situate in the County of Sublette, State of Wyoming, to wit:

The lands described on Exhibit "A" attached hereto
and by this reference made a part hereof;

hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Said grant of easement is subject to the following conditions, exceptions and reservations:

1. The rights and permission granted hereunder are restricted to the uses indicated herein and are given for no other purposes whatsoever; subject to the foregoing limitations and subject to the terms hereof, this easement shall be for the benefit of the benefited lands of the Grantees described in Exhibit "B" and shall be an appurtenance running with said benefited lands and shall be a burden on the lands described in Exhibit "A" for the benefit of the benefited lands, which burden shall be a covenant which runs with the lands described in said Exhibit "A".

2. This grant of easement shall not be construed to be a grant for public use.

3. Grantors reserve the right to use all roads covered hereunder for their own purposes, so long as such use does not interfere with Grantees' use thereof; Grantors' reserved right includes specifically the right to grant to others the right to use such roads for any purposes.

4. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantors and to the continuing right of Grantors to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses; and this easement will continue to be subject to

any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easement shall be subject to the provisions of this grant.

5. Any damage or destruction of culverts, cattle guards, wings, fences, or gates by Grantees, their agents, invitees, or assignees will be promptly repaired.

6. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors, as limited herein, of the parties hereto.

DATED this 6th day of June, 2001.

Wendy Z. Burgers Sonnett

STATE OF VIRGINIA)
) ss.
COUNTY OF Rappahannock)

The foregoing **Easement** was acknowledged before me by Wendy Z. Burgers Sonnett this 6th day of June, 2001.

WITNESS my hand and official seal.

Kimberly Novak
NOTARY PUBLIC

My Commission Expires: June 30, 2004.

George M. Sonnett, Jr.

STATE OF VIRGINIA)
) ss.
COUNTY OF Rappahannock

The foregoing **Easement** was acknowledged before me by George M. Sonnett, Jr. this 6th day of June, 2001.

WITNESS my hand and official seal.

Kimberly Novak
NOTARY PUBLIC

My Commission Expires: June 30, 2004.

Exhibit A

Sonnett / Wilson Easement

A strip of land being 30 feet in width located in the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section 5 and the South Half (S1/2) of the Southeast Quarter (SE1/4) of Section 6, Township 34 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming and having as its south boundary the following described line:

Commencing at the Southeast corner of the Southwest Quarter (SW1/4) of said Section 5;

Thence, westerly along the South boundary of said Section 5 and the South boundary of Section 6 to a point 300 feet westerly of the Southeast corner of said Section 6, which is the point of ending.

Exhibit B

Sonnett / Wilson Easement

Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;

Section 5: W1/2SE1/4

Section 8: W1/2 NE1/4, SE1/4

Section 9 and 16: A parcel of land comprising portions of Section 9 and 16, which said parcel of land is embraced within the following traverse, the initial point whereof is the west quarter corner of said Section 9, from whence proceed easterly 772 feet on the north line of the south one-half (1/2) of said Section 9 to a point; thence proceed South 06°30' East, 3,918 feet to a point; thence proceed South 19°00' East, 1,484 feet to a point; thence proceed South 08°47" East, 2,725 feet to a point on the south line of said Section 16; thence proceed westerly 2,095 feet on the south line of said Section 16, to the south west corner of said Section 16; thence proceed northerly 7,980 feet on the west line of said Section 16 and 9 to the initial point of this traverse.

Section 17: NE1/4, E1/2SE1/4

Section 21: NW1/4.

284806

RECORDED June 22 2001 11:35A M
IN BOOK 78 Misc PAGE 321
FEES $ 14.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

EASEMENT

For and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Ruth E. Oliver, also known as Ruth E. Wilson, and Gary S. Wilson, the undersigned, hereinafter referred to as Grantors, do hereby grant and convey unto George M. Sonnett, Jr. and Wendy Z. Burgers Sonnett, husband and wife, whose mailing address is P.0. Box 493, Washington, Virginia 22747-0493, and Joella Dugan, Trustee of the Joella Dugan Living Trust, for the benefit of said trust and the beneficiaries thereof, whose address is P.O. Box 421, Pinedale, Wyoming 82941 hereinafter referred to collectively as Grantees, a non-exclusive easement and right-of-way to construct and use a road for the purposes of ingress and egress to properties owned by said Grantees and specifically described in Exhibit "B" attached hereto and by this reference made a part hereof, said property being hereinafter referred to as the benefited lands, along a route on, across and through the following described lands owned by Grantors, situate in the County of Sublette, State of Wyoming, to wit:

The lands described on Exhibit "A" attached hereto
and by this reference made a part hereof;

hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Said grant of easement is subject to the following conditions, exceptions and reservations:

1. The rights and permission granted hereunder are granted only for the purposes of ingress and egress to and from the benefited lands; such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever; subject to the foregoing limitations and subject to the terms hereof, this easement shall be for the benefit of the benefited lands described in Exhibit "B" and shall be an appurtenance running with said benefited lands and shall be a burden on the lands described in Exhibit "A" for the benefit of the benefited lands, which burden shall be a covenant which runs with the lands described in said Exhibit "A".

2. This grant of easement shall not be construed to be a grant for public use.

3. Grantors reserve the right to use all roads covered hereunder for their own purposes, so long as such use does not interfere with Grantees' use thereof; Grantors' reserved right includes specifically the right to grant to others the right to use such roads for any purposes.

4. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantors and to the continuing right of Grantors to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses; and this easement will continue to be subject to

any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easement shall be subject to the provisions of this grant.

5. Any damage or destruction of culverts, cattle guards, wings, fences, or gates by grantee, their agents, invitees, or assignees will be promptly repaired.

6. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors, as limited herein, of the parties hereto.

Dated this 3rd day of April, 2001.

Ruth E. Oliver

Ruth E. Oliver, also known as Ruth E. Wilson

Dated this 30th day of March, 2001.

Gary S. Wilson

Gary S. Wilson

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing **Easement** was acknowledged before me by RUTH E. OLIVER a/k/a RUTH E. WILSON, this 3rd day of April, 2001.

WITNESS my hand and official seal.

Karin G Zeller

NOTARY PUBLIC

My Commission Expires:

OFFICIAL SEAL
KARIN G. ZELLER
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 5, 2002

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by GARY S. WILSON, this 30th day of March, 2001.

WITNESS my hand and official seal.

Susan J. Hanson

NOTARY PUBLIC

My Commission Expires: 12/12/02

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

EXHIBIT "A"

JFC ENGINEERS ARCHITECTS SURVEYORS

1515 NINTH STREET, SUITE A
ROCK SPRINGS, WYOMING 82901
PHONE: (307) 362-7519
FAX: (307) 362-7569

Legal Description

19 October 1999 JFC File: 4422-97S

Identification: Road Easement for Joella Dugan
Section 5, T 34 N, R 109 W, 6th P.M.,
Sublette County, Wyoming

Landowner: Gary Wilson

A strip of land being 30 feet in width located in the West Half (W½) of the Southeast Quarter (SE¼) of Section 5, Township 34 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming and lying 15 feet each side of the following described centerline:

Beginning at a point on the north-south centerline of said Section 5 that lies South 44° 07' 20" East a distance of 3807.13 feet from the northwest corner thereof, said point is also the beginning of a curve concave northeasterly having a radius of 500 feet and the center of which bears North 59° 35' 47" East;

Thence through a central angle of 1° 20' 48" for an arc distance of 11.75 feet;

Thence South 31° 45" 01" East for a distance of 265.11 feet to a point which is the beginning of a tangent curve to the left having a radius of 145.00 feet;

Thence easterly along said curve through a central angle of 115° 25" 24" for an arc distance of 292.10 feet:

Thence North 32° 49' 35" East for a distance of 210.27 feet to a point which is the beginning of a tangent curve to the left having a radius of 100.00 feet;

Thence northeasterly along said curve through a central angle of 53° 34' 41" for an arc distance of 93.51 feet:

Thence North 20° 45' 06" West for a distance of 6.85 feet to a point on the east-west centerline of said Section 5 from which the northwest corner thereof bears North 49° 31' 45" West a distance of 4156.83 feet;

The total length of centerline as described above is 879.59 feet, or 53.31 rods, or 0.167 miles and is subject to any other easements and/or rights-of-way that have been legally acquired. The basis of bearing for the above-described centerline is True North based on a G.P.S survey.



EXHIBIT "B"

Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming

Section 5: Lots 1, 2, 3 & 4, SW/4NE/4

Township 35 North, Range 109 West of the 6th P.M., Sublette County, Wyoming

Section 32: NE/4NE/4, S/2NE/4, SE/4NW/4, NE/4SW/4, S/2SW/4, W/2SE/4, NW/4SNE/4, NE/4NW/4, E/2SE/4
Section 33: W/2NW/4

284835

RECORDED June 22 2001 3:00 PM
IN BOOK 72 MISC PAGE 326
FEES $ 8.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Notice of Lien

Hereby take notice that Meadow Canyon Estates Property Owners Association, c/o P.O. Box 413, Big Piney, Wyoming 83113, claims a lien against certain real property for unpaid assessments, interest and attorney's fees. The real property against which said lien is claimed is described as:

> Lot Eight (8), Meadow Canyon Estates Subdivision, Sublette County, Wyoming as the same appears on the amended plat thereof as filed in the office of the County Clerk, Sublette County, Wyoming.
> Together with all improvements and appurtenances thereunto attached or appertaining.

This lien is claimed in the total amount of $633.49. This amount is due for the following charges, together with continuing interest on the delinquent assessments:

May, 1997	1997 Assessment	$150.00
	Past due 11-97 interest @ 8%	$ 46.52
May, 1998	1998 Assessment	$ 75.00
	Past due 11-98 interest @ 8%	$ 15.98
May, 1999	1999 Assessment	$ 75.00
	Past due 11-99 interest @ 8%	$ 9.24
May, 2000	2000 Assessment	$ 75.00
	Past due 11-2000 interest @ 8%	$ 3.00
May, 2001	2001 Assessment	$ 75.00
	Attorney Fees	$108.75
	Total Due	**$633.49**

The Amended Restrictive Covenants for the Meadow Canyon Estates Subdivision, as filed in the office of the County Clerk of Sublette County, Wyoming, in Book 49 of Miscellaneous, page 292, provide for assessments to be levied against individual lots to

cover expenses incurred for qualified road maintenance, road improvement, and snow removal and that said unpaid assessments shall constitute a lien on the individual lots when said assessments are not paid. The above listed assessments are unpaid and delinquent and Meadow Canyon Estates Property Owners Association hereby claims a lien for said amount. These Amended Restricted Covenants also provide for reasonable attorney's fees incurred in the collections of delinquent assessments.

The record owners of said Lot Eight are JIMMIE M. DONALD and NORMA JEAN DONALD.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 15th day of June, 2001.

Meadow Canyon Estates Property Owners Association

By: James L. Robertson
President

ATTEST:
By: Barbara A Wells
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Notice of Lien** was acknowledged before me by Meadow Canyon Estates Property Owners Association, by James L. Robertson, its President, and attested to and sealed by its Secretary, this 15 day of June, 2001.

Witness my hand and official seal.

Wendy J. Luckow
NOTARY PUBLIC

My Commission Expires: 9-16-01

WENDY J. LUCKOW - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-01

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

WITHIN AND FOR SWEETWATER COUNTY, WYOMING

FILED

IN THE MATTER OF THE ESTATE)
OF FREDERICK JOHN RUSSOLD, Deceased.)
)

Probate No. P-00-69 JUN 12 2001

ELLEN SMITH CLERK OF DISTRICT COUR
BY _____
DEPUTY CLER

ORDER APPROVING FINAL REPORT AND ACCOUNTING, AND DECREE OF DISTRIBUTION

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

This matter proceeding on to final hearing and determination, the Court specifically finds that each and all of the statements made in the said Final Report, Accounting and Petition for Distribution are true and correct, that no accounting is required for this estate since the Personal Representative, in his capacity as the only distributee of this estate, has waived said accounting, that the conduct of the Personal Representative in the administration of this estate as reflected in said Report is in accordance with law and the prior orders of this Court, that the administration of said estate is fully and finally concluded and that said estate is ready for distribution and that, therefore, order ought to be entered at this time fully and finally approving, ratifying and confirming the Final Report, Accounting and Petition for Distribution, and all doings of the Personal Representative in the premises, and decree ought to be entered providing for the full and final distribution of this estate, and the closing thereof.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Final Report, Accounting and Petition for Distribution be, and the same hereby is, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same are hereby fully and finally approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Personal Representative shall proceed to make final distribution of all assets of this estate now in her hands, that Marguerite M. Curtis shall receive the following property:

1. Proceeds from the sale of the residence located at 908 Wyoming Street, Rock Springs, Wyoming, in the amount of $78,523.17.

2. Property described as Green River Ranch Unit D, Lots 39 & 40, Sublette County, Wyoming;

3. One 1991 Chrysler New Yorker 5th Avenue;

4. Personal and Household Property;

5. Checking Account at Rock Springs National Bank;

6. Savings Account at Rock Springs National Bank;

7. Certificate of Deposit at Rock Springs National Bank.

284638

RECORDED JUNE 22 2001 355PM
IN BOOK 72 MISC. PAGE 328
FEES $ 8.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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 12 day of June, 2001.

Jere Rackman

DISTRICT COURT JUDGE

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

SEAL

Dated 6-12-01

ELLEN SMITH, Clerk of the District Court
County of Sweetwater
State of Wyoming

By _____
Deputy

AFFIDAVIT OF COLLECTION AND DISTRIBUTION OF

DECEDENT'S PERSONAL PROPERTY

The undersigned, being first duly sworn, on oath deposes and states that he is making this affidavit pursuant to Section 2-1-201, W.S.A. (1999), and that he makes the following statements as the sole distributee of the decedent's estate as hereinafter set forth:

1. That Jane McGinnis, a/k/a Jane M. McGinnis died on or about January 16, 2001, in Sublette County, Wyoming, and was a resident of Sublette County, State of Wyoming, at the time of her death; that said decedent died testate; that the undersigned is the sole and only party entitled to the property of the decedent pursuant to her Last Will and Testament dated August 18, 1999, a true copy of which is attached hereto.

2. That the value of the entire estate subject to administration wherever located, less liens and encumbrances, does not exceed $70,000.00.

3. That more than thirty (30) days have elapsed since the date of death of the decedent.

4. That no application or petition for the appointment of a personal representative of said decedent is pending or has been granted in any jurisdiction.

5. That the decedent was, at the time of her death, the owner and insured under a policy of life insurance issued by Metropolitan Life Insurance Company (Policy No. 10-

284889

RECORDED June 26 2001 3:55 PM
IN BOOK 72 Misc. PAGE 330
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

363-365A). The named primary beneficiary of said life insurance proceeds was the decedent's husband, William J. McGinnis, Jr.. William J. McGinnis, Jr. died on October 29, 1998, thereby pre-deceasing the insured. There was no contingent beneficiary named for said life insurance proceeds. According to the terms of said life insurance policy, the amount due as a result of the insured's death is to be paid to the executor or administrator of the decedent's estate.

6. Since no probate proceedings are to be held as a result of the decedent's death, the undersigned requests that all the amounts due under said policy of life insurance issued by Metropolitan Life Insurance Company (Policy No. 10-363-365A) be distributed directly to the undersigned.

DATED this 20th day of June, 2001.

William J. McGinnis III, as Trustee of the Jane M. McGinnis March 26, 1984 Family Trust

THE STATE OF WYOMING)
) ss
COUNTY OF Uinta)

The above and foregoing instrument was acknowledged before me this 20th day of June, 2001, by William J. McGinnis III, as Trustee of the Jane M. McGinnis March 26, 1984 Family Trust.

WITNESS my hand and official seal.

T O. Beppler
Notary Public

My Commission Expires:
July 2, 2003.

TIM O. BEPPLER - NOTARY PUBLIC
COUNTY OF UINTA
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 2, 2003

Last Will and Testament

OF

JANE M. MCGINNIS

FILED

FEB 06 2001

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

I, JANE M. MCGINNIS, a resident of Sublette County, State of Wyoming, being of full age and sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament, and I hereby revoke any and all wills by me at anytime heretofore made.

I.

I have two (2) children, LAURIE MCGINNIS LATTA and WILLIAM J. MCGINNIS, III. All references in this Will to my children are to them.

II.

By the provisions of a written Trust Agreement which I executed on March 26, 1984, as amended from time to time, the Trustee may use certain properties of the trust estate for the purpose of paying my debts, expenses of my last illness, burial and the administration of my estate and taxes arising at or because of my death, together with interest and penalties thereon, if any. My Personal Representative shall cooperate with the Trustee in determining the source from which such debts, expenses and death taxes are to be paid using assets of my estate or properties of the trust estate, or both, to the extent appropriate; provided, however, that the tax apportionment provisions set forth in the above-mentioned Trust Agreement shall be, and hereby are, incorporated herein by this reference.

kjm
lm

III.

If there is a written statement or list in existence at the time of my death which is dated and signed by me and which purports to dispose of items of my tangible personal property, then such statement or list shall govern the disposition of the tangible personal property covered thereby to the extent that such tangible personal property is not otherwise specifically disposed of by this Will. Any other items of tangible personal property owned by me at the time of my death and which are not disposed of pursuant to such statement or list shall be distributed to my children, in as equal shares as practicable, or to whichever of my children is surviving at the time for distribution of said property.

IV.

On March 26, 1984, I executed a written Trust Agreement. I hereby confirm such trust as the same has been amended from time to time. I give, devise and bequeath all of the rest, residue and remainder of my properties, real, personal and mixed and wheresoever situate to the Trustee of such trust, in trust, to be administered and distributed pursuant to the provisions of such trust.

V.

I hereby appoint WILLIAM J. MCGINNIS, III as Personal Representative of my estate, to serve without bond. In the event WILLIAM J. MCGINNIS, III predeceases me or is unable or does not wish to serve as Personal Representative, LAURIE MCGINNIS LATTA is appointed as Personal Representative of my estate, to serve without bond.

KJM
PT

I, JANE M. MCGINNIS, sign my name to this instrument this 17th day of August, 1999, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am an adult person, of sound mind, and under no constraint or undue influence.

THE STATE OF WYOMING

COUNTY OF SUBLETTE

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

SIGNED _____

Jane M. McGinnis
JANE M. MCGINNIS

We, Kevin Moline and Rosie Turner, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that JANE M. MCGINNIS signs and executes this instrument as her Will and that she signs it willingly, and that she executes it as her free and voluntary act for the purposes therein expressed, and that each of us in this presence and hearing of JANE M. MCGINNIS, hereby signs this will as witnesses to JANE M. MCGINNIS's signature and that to the best of our knowledge, JANE M. MCGINNIS is an adult person, of sound mind, and under no constraint or undue influence.

K Moline
Witness

Rosie Turner
Witness

THE STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Subscribed, sworn to and acknowledged before me by JANE M. MCGINNIS, and subscribed and sworn to before me by Kevin Moline and Rosie Turner, the witnesses, this 18th day of August, 1999.

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

AFFIDAVIT OF COLLECTION AND DISTRIBUTION OF

DECEDENT'S PERSONAL PROPERTY

The undersigned, being first duly sworn, on oath deposes and states that he is making this affidavit pursuant to Section 2-1-201, W.S.A. (1999), and that he makes the following statements as the sole distributee of the decedent's estate as hereinafter set forth:

1. That Jane McGinnis, a/k/a Jane M. Mcginnis died on or about January 16, 2001, in Sublette County, Wyoming, and was a resident of Sublette County, State of Wyoming, at the time of her death; that said decedent died testate; that the undersigned is the sole and only party entitled to the property of the decedent pursuant to her Last Will and Testament dated August 18, 1999, a true copy of which is attached hereto.

2. That the value of the entire estate subject to administration wherever located, less liens and encumbrances, does not exceed $70,000.00.

3. That more than thirty (30) days have elapsed since the date of death of the decedent.

4. That no application or petition for the appointment of a personal representative of said decedent is pending or has been granted in any jurisdiction.

5. That the only personal property in Wyoming owned solely by said decedent and not otherwise disposed of is the following:

284890

RECORDED June 26 20 01 3:55 PM
IN BOOK 72 Misc. PAGE 336
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachen

All the decedent's interest in and to all of her shares of common stock and/or dividend reinvestment shares/direct purchase plan shares, in National Energy Group (Account No. 3201058272).

6. The undersigned requests that all the decedent's interest in and to all of her shares of common stock and/or dividend reinvestment shares/direct purchase plan shares, in National Energy Group (Account No. 3201058272) be distributed to the undersigned.

DATED this 7 day of June, 2001.

William J. McGinnis III, as
Trustee of the Jane M. McGinnis
March 26, 1984 Family Trust

THE STATE OF Wyoming)
) ss
COUNTY OF WYOMING)

The above and foregoing instrument was acknowledged before me this 7 day of June, 2001, by William J. McGinnis III, as Trustee of the Jane M. McGinnis March 26, 1984 Family Trust.

WITNESS my hand and official seal.

Lori Moore
Notary Public

My Commission Expires:
02-01-04

LORI MOORE · NOTARY PUBLIC
COUNTY OF SUBLETTE · STATE OF WYOMING
MY COMMISSION EXPIRES FEB. 1, 2004

Last Will and Testament

OF

JANE M. MCGINNIS

FILED

FEB 0 6 2001

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

I, JANE M. MCGINNIS, a resident of Sublette County, State of Wyoming, being of full age and sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament, and I hereby revoke any and all wills by me at anytime heretofore made.

I.

I have two (2) children, LAURIE MCGINNIS LATTA and WILLIAM J. MCGINNIS, III. All references in this Will to my children are to them.

II.

By the provisions of a written Trust Agreement which I executed on March 26, 1984, as amended from time to time, the Trustee may use certain properties of the trust estate for the purpose of paying my debts, expenses of my last illness, burial and the administration of my estate and taxes arising at or because of my death, together with interest and penalties thereon, if any. My Personal Representative shall cooperate with the Trustee in determining the source from which such debts, expenses and death taxes are to be paid using assets of my estate or properties of the trust estate, or both, to the extent appropriate; provided, however, that the tax apportionment provisions set forth in the above-mentioned Trust Agreement shall be, and hereby are, incorporated herein by this reference.

Kim

III.

If there is a written statement or list in existence at the time of my death which is dated and signed by me and which purports to dispose of items of my tangible personal property, then such statement or list shall govern the disposition of the tangible personal property covered thereby to the extent that such tangible personal property is not otherwise specifically disposed of by this Will. Any other items of tangible personal property owned by me at the time of my death and which are not disposed of pursuant to such statement or list shall be distributed to my children, in as equal shares as practicable, or to whichever of my children is surviving at the time for distribution of said property.

IV.

On March 26, 1984, I executed a written Trust Agreement. I hereby confirm such trust as the same has been amended from time to time. I give, devise and bequeath all of the rest, residue and remainder of my properties, real, personal and mixed and wheresoever situate to the Trustee of such trust, in trust, to be administered and distributed pursuant to the provisions of such trust.

V.

I hereby appoint WILLIAM J. MCGINNIS, III as Personal Representative of my estate, to serve without bond. In the event WILLIAM J. MCGINNIS, III predeceases me or is unable or does not wish to serve as Personal Representative, LAURIE MCGINNIS LATTA is appointed as Personal Representative of my estate, to serve without bond.

KJM

I, JANE M. MCGINNIS, sign my name to this instrument this 17th day of August, 1999, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am an adult person, of sound mind, and under no constraint or undue influence.

THE STATE OF WYOMING

COUNTY OF SUBLETTE

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

SIGNED: [illegible]

Jane M. McGinnis
JANE M. MCGINNIS

We, Kevin Molina and Rosie Turner, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that JANE M. MCGINNIS signs and executes this instrument as her Will and that she signs it willingly, and that she executes it as her free and voluntary act for the purposes therein expressed, and that each of us in this presence and hearing of JANE M. MCGINNIS, hereby signs this will as witnesses to JANE M. MCGINNIS's signature and that to the best of our knowledge, JANE M. MCGINNIS is an adult person, of sound mind, and under no constraint or undue influence.

K Molina
Witness

Rosie Turner
Witness

THE STATE OF WYOMING)
) ss
COUNTY OF Sublette)

Subscribed, sworn to and acknowledged before me by JANE M. MCGINNIS, and subscribed and sworn to before me by Kevin Moline and Rosie Turner, the witnesses, this 18th day of August, 1999.

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

SHERIFF'S CERTIFICATE OF SALE

STATE OF WYOMING)
)SS.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

I, Hank Ruland, Sublette County Sheriff, State of Wyoming pursuant to the power and authority vested in me by laws of the State of Wyoming certify as follows:

WHEREAS, On the 20th day of June, 2001, a Second Writ of Execution was delivered and received by the Sublette County Sheriff commanding that levy and execution be made upon the following described real property to satisfy a foreign judgment in the case of L.D. Fitzgerald, Trustee, Plaintiff, vs. Lorie Gambling and Laura Bowlin, Defendants, Case Number 6155.

WHEREAS, Said Second Writ of Execution further directed levy and execution upon the real property be made to include satisfaction of post-judgment interest at the highest lawful rate plus costs and fees from the date thereof, plus accruing costs, attorney fees, costs attributable to said action, enforcement of said Judgment and Sheriff's fees incurred in connection with the sale of the real property.

WHEREAS, the real property subject to said Second Writ of Execution is particularly described as follows, to-wit:

> Lot Seven (7), Half Moon Mountain Subdivision, First 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 Registrar of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining, but subject to easements, reservations, covenants, and restrictions presently of record in the office of the Sublette County Clerk at Pinedale, Wyoming.

WHEREAS, Notice of Execution Sale, was published under legal notices in the Pinedale Roundup for four (4) consecutive weeks on May 31st, June 7th, 14th and 21st, 2001, a copy of said notice and proof of publication attached hereto and incorporated herein.

WHEREAS, Said Notice of Execution Sale was served upon defendant Laura L. Bowlin by the Sublette County Sheriff on June 19th, 2001, a true and correct copy of the Sheriff's return of service attached hereto and incorporated herein.

THEREFORE, said Sheriff further certifies that:

The above described real property was offered for sale to the highest bidder at public vendue and auction at 10:00 o'clock a.m. on the 28th day of June, 2001, at the Sublette County Courthouse, Pinedale, Wyoming. Robert J Bing and Carolyn Bing husband and wife, offered the highest bid and the real property was sold to said Robert J Bing and Carolyn Bing husband and wife, the "Purchaser" herein, for the sum of $ 85,000.00.

284934

Sublette County Sheriff
Certificate of Sale
Page 1 of 2

RECORDED June 28 2001 11:25 AM
IN BOOK 78 Misc. PAGE 342
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisler

FURTHER, the bid submitted by said Purchaser and the funds received are credited and applied according to said Abstract of Foreign Judgment and to the following costs of foreclosure:

Cost of publication of Notice of Foreclosure	$240.00
Costs of Sheriff's Service	$ 40.00
Sheriff's fee for conducting sale	$350.00

FURTHER, the Purchaser is entitled to a deed for the real property at the expiration of the period of redemption, unless the real property is redeemed prior to that date as provided by law.

DATED this 28 day of June, 2001.

HANK RULAND, SHERIFF
SUBLETTE COUNTY, WYOMING

BY: _____
Deputy Sheriff

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing SHERIFF'S CERTIFICATE OF SALE was subscribed to and acknowledged before me by Hank Ruland, known to me to be the Sheriff of Sublette County, State of Wyoming, this day of 28 day of June, 2001.

WITNESS my hand and official seal.

Notary Public

My commission expires. 10-06-05
[SEAL]

PROOF OF PUBLICATION

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

I, Jennifer Binning, being first duly sworn deposes and says that she is the business manager of the Pinedale Roundup, a weekly newspaper published at Pinedale, in said County and State, that the annexed noticed was published in 4 consecutive issues of said paper and not in a supplement, the first publication thereof being the 31 day of May, 2001 and the last publication thereof on the 21 day of June, 2001.

Jennifer Binning 6/21/01
Jennifer Binning Date

Subscribed in my presence and sworn to
Before me this 21 day of
June, 2004

Notary Public
My commission expires 12/12/2004

MILENA ELLIS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 12/12/2004

NOTICE OF EXECUTION SALE

PUBLIC NOTICE IS HEREBY GIVEN THAT BY VIRTUE OF a Foreign Judgment and Stipulation for Entry of Judgment having been filed and docketed by Marilyn M. Jensen, Clerk of District Court for the Ninth Judicial District Court, County of Sublette at Pinedale, Wyoming; on August 23rd, 2000, under an Abstract of Foreign Judgment in the Case Number 6155 between L.D. Fitzgerald, Trustee, Plaintiff therein, and Lorie Gambling and Laura Bowlin, Defendants therein; AND FURTHER, by virtue of a Writ of Execution Real Property dated, filed and issued on May 30th, 2001, by said Clerk of District Court in favor of said L.D. Fitzgerald, Trustee, Plaintiff against Lorie Gambling and Laura Bowlin, Defendants, for and in the amount of $51,618.70 as of July 27th, 1998, the date of the original judgment; and, accrued post-judgment interest in the amount of $14,973.58 for a total of $66,592.28 as of said May 24th, 2001, together with continuing post judgment interest accruing thereafter at the rate of $14.14 per day; and, attorneys' fees and costs incurred since said July 27th, 1998, in connection with the enforcement of said Foreign Judgment; and, the Sublette County Sheriff's fees; and, such other costs and fees as allowed by laws of the State of Wyoming, AN EXECUTION WAS LEVIED UPON CERTAIN PROPERTY of Lorie Gambling and Laura Bowlin more particularly hereinafter described, to-wit:

Lot Seven (7), Half Moon Mountain Subdivision, First 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 Registrar of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining, but subject to easements, reservations, covenants and restrictions presently of record in the office of the Sublette County Clerk at Pinedale, Wyoming.

NOW AND THEREFORE, I, the undersigned, as Sheriff of the County of Sublette will on THURSDAY, the 28TH day of JUNE, 2001, at 10:00 o'clock a.m. of said day, at the front door of the Sublette County Court House in the Town of Pinedale, County of Sublette, State of Wyoming, sell at public vendue and auction to the highest bidder for cash on the date of sale all of the right, title, and interest of Lorie Gambling and Laura Bowlin in and to the above-described property and to apply the proceeds of such sale to the satisfaction of said Foreign Judgment referred to hereinabove, together with post-judgment interest at the highest lawful rate, costs and attorney fees, Sheriff's fees, and, such other costs and fees as allowed by laws of the State of Wyoming. No bid will be accepted that is less than two-thirds (2/3) of the appraised value of the judgment debtor's interest in the property. The nature of the judgment debtor's interest in the subject property and an appraisal of said property is on file at the office of the Sublette County Clerk of District Court, Pinedale, Wyoming. Property will be sold "AS IS", without warranty and subject to any statutory redemption period under the laws of the State of Wyoming.

DATED this 29th day of May, 2001.

/s/ Hank Ruland, Sublette County Sheriff

Published in the *Pinedale Roundup* May 31, June 7, 14, and 21, 2001.

CIVIL 0155

RETURN OF SERVICE

STATE OF WYOMING }
} **SS.**
COUNTY OF SUBLETTE }

I, HANK RULAND, Sheriff in and for Sublette County, Wyoming, do hereby certify (or undersigned Deputy Sheriff swears if this return is notarized) that I received the within Notice of Execution Sale

at 1600 o'clock P M., on the 19 day of June, 20 01 and that I served the same upon within named defendant Laura L. Bowlin in the County aforesaid on the 20th day of June, 20 01, at 1730 o'clock A M., in the following manner:

A. Individual (14 or over and competent):

X (1) By delivering copies of the same to said defendant, at 4 Badger Trail Pinedale, Wyoming.

_____ (2) By leaving copies of the same with _____, the (Spouse) (Son) (Daughter) of said defendant, a member of the defendant's family over the age of 14 years, at defendant's dwelling house, or usual place of abode located at _____, Wyoming.

_____ (3) By leaving copies of the same with _____, a person over the age of 14 years then in said defendant's employ, at defendant's dwelling house or usual place of abode located at _____, Wyoming.

_____ (4) By leaving copies of the same at said defendant's usual place of business, namely _____, located at _____

B. Individual (under 14 or incompetent):

_____ (5) By delivering copies of the same to _____, the (Wyoming court appointed guardian) (person having the legal custody and control) (duly appointed guardian ad litem) of said (infant) (incompetent) defendant, at _____, Wyoming.

C. Partnership:

_____ (6) By delivering copies of the same to _____, (partner) (partners, and to each of them) (manager or general agent) of said defendant, at _____, Wyoming.

_____ (7) By leaving copies of the same at defendant's usual place of business located at _____, Wyoming, with _____ defendant's employee then in charge thereof.

D. Other Unincorporated Association:

_____ (8) By delivering copies of the same to _____, (associate) (associates, and to each of them) (manager or general agent) of said defendant, at _____, Wyoming.

_____ (9) By leaving copies of the same at said defendant's usual place of business located at _____, Wyoming, with _____, Defendant's employee then in charge thereof.

E. Corporation:

_____ (10) By delivering copies of the same to _____, an (officer) (manager) (general agent)(agent for process), of said defendant, at _____, Wyoming.

_____ (11) By delivering copies of the same to _____, an (agent) (employee) of said defendant, at _____, Wyoming, there being at that time no officer, manager, general agent, or agent for process of said defendant who could be found in Sublette County, Wyoming, after diligent search. (Note: if service is made in this manner, Sheriff should immediately notify attorney for plaintiff to request Clerk of Court to mail copies to defendant by registered mail, return receipt requested, at defendant's last known address).

F. State Department or Agency, Municipal Corporation, or Other Public Corporation:

_____ (12) By delivering copies of the same to _____, (chief executive officer) (secretary) (clerk) (person in charge of the principal office or place of business) (member of governing body) of said defendant, at _____, Wyoming.

G. Unable to Serve:

_____ (13) After due and diligent search, defendant _____ cannot be located in Sublette County, Wyoming.

HANK RULAND, Sheriff

By Deputy 23-15
Deputy Sheriff

NOTARY REQUIRED ONLY ON OUT – OF – STATE RETURNS AND WHEN REQUESTED

Subscribed and sworn to before me by _____ this _____day of _____, 20_____.

My Commission expires: _____ _____
Notary Public

Residing in:

Make checks payable to Sublette County Sheriff – Refer inquiries to No. CP _____

On this 6th day of March, 2001, I swear that the attached 1 page letter, assigning WYW-89535, dated August 13, 1993, and the attached 5 page right-of-way grant, WYW-89535, dated December 11, 1986, are true copies on file with the Bureau of Land Management, Pinedale Field Office.

Eldon L. Allison, Jr.
Assistant Field Manager for Minerals & Lands

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Eldon L. Allison, Jr. on March 6, 2001.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

284983

RECORDED June 29 2001 4:20 PM
IN BOOK 72 MISC PAGE 347
FEES $ 18.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

2800 (460)
WYW-89535

AUG 1 3 1993

DECISION

Leslie and Sherry Wilcox
P.O. Box 1458
Pinedale, WY 82941

Assignment Application
Received July 19, 1993

Assignment Approved

Re: Ranch Access Road Right-of-Way

A right-of-way for a ranch access road was authorized under serial number WYW-89535 to Ted Higgins, P.O. Box 118, Pinedale, Wyoming, on December 11, 1986. The right-of-way was granted a 30 year tenure. The following public lands were involved:

T. 31 N., R. 110 W.
section 4, NE¼SW¼, NW¼SE¼.
6th PM, Sublette County, Wyoming

All associated fees were paid in full when the grant was authorized.

Leslie and Sherry Wilcox acquired the Higgins' ranch holdings and applied for assignment of this right-of-way. All assignment fees have been paid in full.

Rental on this right-of-way through December 31, 1998, has been determined to be $75.83 and is now due. Please remit the payment to this office.

Right-of-way WYW-89535 assignment to Leslie and Sherry Wilcox, P.O. Box 1458, Pinedale, Wyoming 82941, will become effective upon payment of rental fees.

Any questions concerning this Decision may be directed to Grace Jensen at 307-367-4358.

8/12/93

/S/ DAVID E. HARPER

Realty Specialist

GJensen:ph:e:\lr\jensen\89535.asg:08/11/93

United States Department of the Interior

IN REPLY REFER TO:

W-89535
2800B (460)

BUREAU OF LAND MANAGEMENT
PINEDALE RESOURCE AREA
431 W. Pine Street, Molyneux Building
P.O. Box 768
Pinedale, Wyoming 82941

Phone: (307) 367-4358

RIGHT-OF-WAY GRANT

Section A

1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 USC 1761-1771), a nonexclusive, nonpossessory right-of-way to:

Ted Higgins
Higgins Ranch, Inc.
Box 118
Pinedale, WY 82941

2. To use, subject to terms and conditions set out below, the following described Public Land:

T. 31 N., R. 110 W.
Section 4: NE¼SW¼, NW¼SE¼;
6th Principal Meridian
Sublette County, Wyoming.

3. Description of the right-of-way facility and purpose:

An access road, fifty (50) feet wide, used as a residential/ranch road, and is approximately 2,013 feet long containing 2.3 acres, more or less.

A map showing the location of the right-of-way over the above-described public land is attached hereto as Exhibit A.

Section B

1. This right-of-way is subject to all applicable regulations contained in 43 CFR 2800 as they now exist or as they may hereafter be revised. By signing below, the Holder agrees to abide by these regulations and by the following stipulations.

2. This grant is subject to all valid rights existing on the effective date of this grant.

3. There is reserved to the Authorized Officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.

4. The right-of-way shall be relinquished to the United States if the authorized uses are no longer needed.

5. Compliance will be in accordance with the terms and conditions as specified herein and in Exhibit B (1 page), attached hereto and made a part hereof.

6. The Holder will indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this grant.

7. Prior to termination of this grant, the Holder shall remove improvements and restore the right-of-way to a satisfactory condition as determined by the Authorized Officer. The Holder will be given 90 days to accomplish the removal and restoration work. The Authorized Officer may, with the Holder's concurrence, agree to leave improvements in place when they serve a public benefit or a significant damage to the resources will result from the removal.

8. The Holder will notify the Authorized Officer of any change of address.

9. Holder shall conduct all activities directly or indirectly associated with the construction, operation and maintenance of this facility within the limits of this right-of-way. In the event that areas outside of the right-of-way are needed, Holder shall obtain a separate authorization for that use.

10. Holder shall construct, operate, and maintain the facilities and structures within this grant in strict conformity with the descriptive and technical data which was furnished the Bureau of Land Management in connection with the application for this grant. Any relocation, additional construction, or use which is not in accord with such data may not be initiated without prior written approval of the Authorized Officer. A copy of the complete application and a copy of the grant stipulations shall be available on location during construction and rehabilitation to all supervisory personnel and to the Authorized Officer. Noncompliance with the above will be grounds for the Authorized Officer to shut down the operation until compliance is obtained.

W-89535

11. If the right-of-way Holder violates any of the terms, conditions, or stipulations of this grant, the Authorized Officer, after giving written notice may declare the grant terminated.

12. Rental: The Holder will pay in advance of use an annual rental to the United States. The Holder shall make each subsequent annual rental payment before the next succeeding anniversary of said effective date. The rental will be subject to periodic reappraisal based on fair market value.

13. Term: Thirty (30) years, to expire December 10, 2016.

This right-of-way grant may be renewed. If renewed, the grant will be subject to the terms, conditions, and regulations existing at the time of renewal.

Section C

The effective date of this right-of-way grant is the date of execution by the Authorized Officer.

The undersigned agrees to the terms, conditions, and stipulations of this right-of-way grant:

Ted Lance Higgins
Name (print or type)

Ted Lance Higgins
Name (signature)

12/11/86
Date

The right-of-way grant is executed this 11th day of December, 19 86.

Authorized BLM Officer

Area Manager
Title

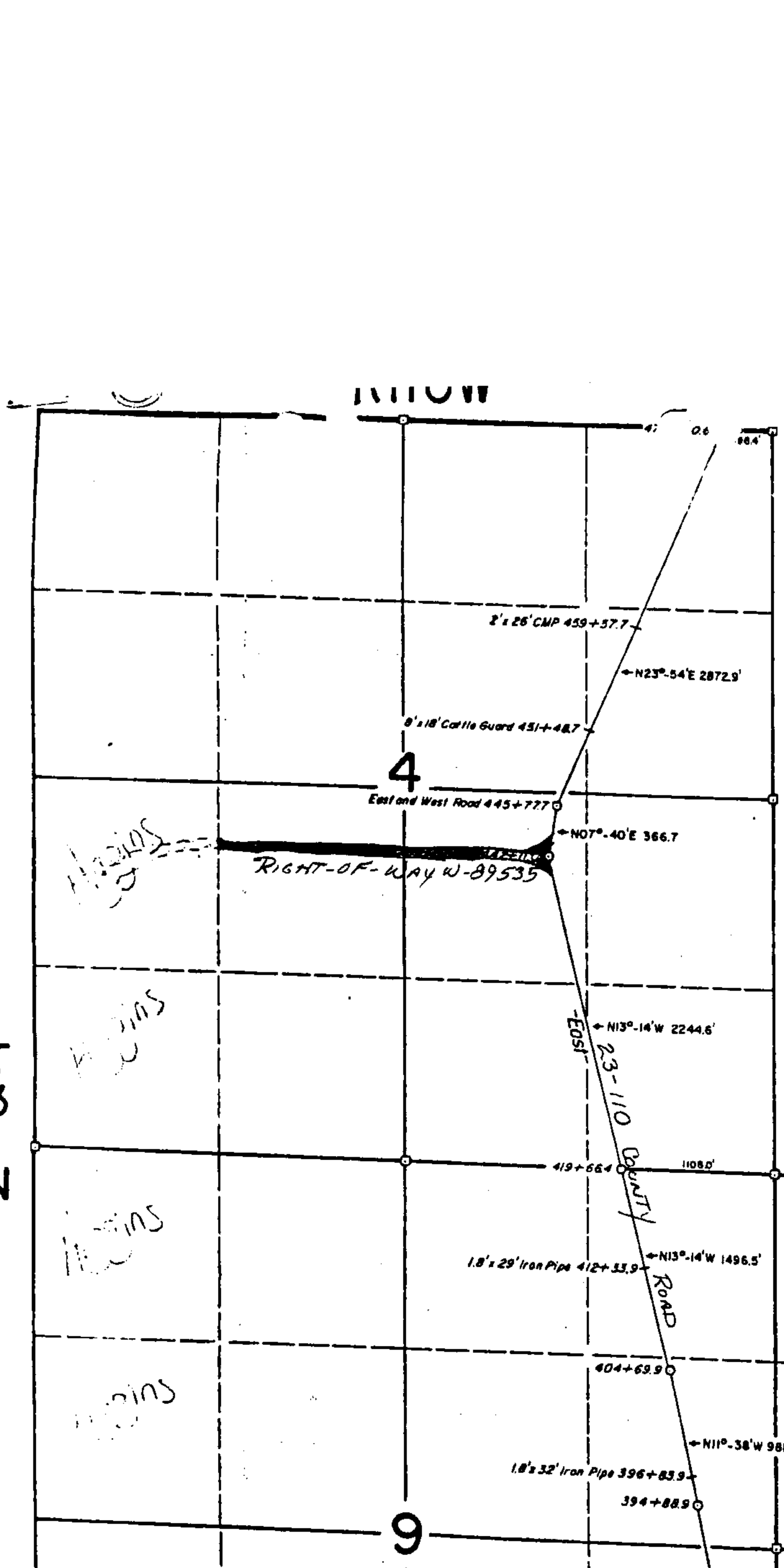

4
East and West Road 445+77.7
9
East and West Road 419+66.4
2'x 26' CMP 459+57.7
8'x 18' Cattle Guard 451+48.7
N23°-54'E 2872.9'
N07°-40'E 366.7
RIGHT-OF-WAY W-89535
N13°-14'W 2244.6'
N13°-14'W 1496.5'
1.8'x 29' Iron Pipe 412+33.9
404+69.9
N11°-38'W 981.0
1.8'x 32' Iron Pipe 396+83.9
394+88.9
1.8'+38.5' Iron Pipe 388+99.1
N11°-48'W 1329.8'
1.8'x 38.5' Iron Pipe 384+84.6
381+59.1
N13°-39'W 1248.5'
369+10.6
1108.0'
Higgins
Higgins
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T 31 N
Indicates a 3/8" x 12
Indicates a Certified
CMP Indicates a corruga
Width of right-of-v
OWNE
UNI
MAI
-East-
-Green-
23-110 County Road

EXHIBIT A

W-89535

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

2. The running surface of the road shall not exceed 16 feet.

3. Erosion control facilities such as borrow ditches and wing ditches will be constructed and maintained as needed to prevent soil erosion and sedimentation deposits into drainages.

4. All disturbed areas outside of the borrow ditches shall be reseeded as directed by the BLM Authorized Officer.

Exhibit B

284996

RECORDED July 2 2001 9:00 AM
IN BOOK 72 Misc PAGE 354
FEES $ 8.00 Marilyn L. Jensen COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

PROBATE NO. 1776

IN THE MATTER OF THE ESTATE OF)
)
JAMES LYLE NIXON,)
)
DECEASED.)

FILED

JUL 02 2001

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

DECREE ESTABLISHING RIGHT AND TITLE TO REAL PROPERTY

The application of B. Laurie Nixon, Marilyn D. Prive, Dean W. Nixon, Florence E. Dicey, and Edith C. Nixon, sworn to as required by statute, for decree establishing the right and title to the real property herein described, comes on this day for consideration, notice of said application having been given by publication in The Pinedale Roundup, a newspaper of general circulation in Sublette County, said publication having been made in the manner and for the time as by order of the Court provided, and no objections to the said application appearing, and the Court having examined the files and records herein and being advised, does find as follows:

1-

That James Lyle Nixon, deceased, died intestate on the 15th of April, 2001, a resident of the Town of Marbleton, Sublette County, Wyoming and that the applicants are the heirs at law of the decedent and distributees of real estate and premises and owned by the decedent at his death and described as follows, to-wit:

> Lots 9, 10, 11, and 12 of Block 51, of the Marbleton Townsite, Sublette County, Wyoming, together with the Leisure transportable home situate thereon bearing vehicle registration number: GEA14703SS3625 in the office of the County Clerk;

2-

Thirty days have elapsed since the death of James Lyle Nixon and no application for appointment of a personal representative of the decedent's estate is pending, nor has a personal representative been appointed in any jurisdiction of the State of Wyoming;

3-

That attached to the said application was a report of appraisal of the above described real estate and premises made by Kevin Moline, President of Community First National Bank of

Wyoming-Big Piney, who had no interest in said property, and who appraised the property at $35,000.00;

4-

That the value of the decedent's entire estate did not and does not exceed the sum of seventy thousand dollars ($70,000.00);

In consideration of the foregoing facts the Court concludes that the applicants are the distributees of James Lyle Nixon, deceased, and their application should be granted;

Now therefore upon the motion of John S. Mackey, as attorney for the applicants, and the said motion being in order and no opposition to the motion appearing, the Court does order, adjudge and decree that the real property as above described, to-wit:

> Lots 9, 10, 11, and 12 of Block 51, of the Marbleton Townsite, Sublette County, Wyoming, together with the Leisure transportable home situate thereon having vehicle bearing registration number: GEA14703SS3625 in the office of the County Clerk;

and the right and title to said real property be and is hereby established and confirmed and vested equally in the said distributees of James Lyle Nixon, deceased, said distributees being namely, as follows:

> B. Laurie Nixon, Marilyn D. Prive, Dean W. Nixon, Florence E. Dicey, and Edith C. Nixon.

Dated this 22nd day of June, 2001.

Nancy J. Guthrie, 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 _____

LUDWIG LOT DIVISION
LOT TWO (2)
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

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 29th day of June 2001, by JOANNE M. LUDWIG, (the Declarant). Declarant, as sole owner of the real property described as Lots One (1) and Two (2) of the Ludwig Lot Division, Sublette County, Wyoming as the same appears on the official plat there of as filed in the office of the County Clerk, Sublette County, Wyoming, is adopting the following Covenants, Conditions and Restrictions in regard to Lot Two (2) of the Ludwig Lot Division, Sublette County, Wyoming (the Property), to preserve and to maintain the character and value of the Ludwig Lot Division for all Owners of lots therein.

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, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of Lots One (1) and Two (2) of the Ludwig Lot Division, Sublette County, Wyoming 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.

I. CONSTRUCTION AND USE RESTRICTIONS

A. Land Use-Building Type

The Property shall not be used for other than residential or agricultural use associated with residential use. No building shall be erected, altered, placed or permitted to remain on the Property other than one single family dwelling with attached garage and an associated outbuilding. The Property shall not be used or allowed to be used for any commercial use.

B. Excavation

No excavation for stone, sand, gravel or earth shall be made upon the Property except as such excavation may be necessary in connection with the construction of approved improvements thereon. No other mineral activity, including oil drilling, oil development operations, quarrying or other mining operations of any kind shall be permitted on the Property.

C. Architectural Control

No building shall be erected, placed or altered on the Property until the construction plans and specifications and showing the location of any structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Committee shall consist of the owners of Lots One (1) and Two

RECORDED July 2 2001 1:20 PM
IN BOOK 12 Misc PAGE 356
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

285008

(2) of the Ludwig Lot Division, Sublette County, Wyoming. Each Lot shall have one vote regardless of the numbers of multiple owners of any Lot.

D. Dwelling / Structure Quality and Size

1. No dwelling shall be less than 1,400 square feet of living area on the main ground level. This 1,400 square feet minimum does not include any basement or second story, any porches or decks, whether enclosed or not, or any garage. Also the dwelling **must have** an attached enclosed garage no less than 400 square feet and built at the same time as the dwelling. No guesthouses are permitted. An outbuilding of no greater than 1000 square feet on one ground level is permitted. No outbuilding shall exceed a height of 20 feet.

2. All structures shall be new construction of wood/natural products with wood tones. Neither modular homes nor manufactured homes are permitted. All improvements shall be of new construction built on site. Pre-cut, manufactured or modular construction shall not be allowed. This restriction shall not apply to individual structural components such as roof trusses, floor joists, stress skin panels, glu-lam beams, etc.

E Building Location

All buildings and structures shall be located not less than the minimum set back distances set forth in the Sublette County Zoning and Development Regulations Resolution with exception of the east property line where no building structures shall be located closer than 30 feet. Cornices, canopies, eaves, or other similar architectural features not providing additional floor space within the building may extend into a required front, side or rear yard not to exceed three (3) feet. Open, unenclosed uncovered porches, platforms or landing places which do not extend above the level of the first floor of the building, may extend into any front, side or rear yard.

F. Nuisances

No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes barking dogs.

G. Temporary Structures

No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of the Property at any time as a residence either temporarily or permanently.

H. Trailers, Trailer Houses, House Trailers and Mobile Homes Prohibited

Trailers, trailer houses, house trailers and mobile homes are prohibited and no trailer, trailer house, house trailer or mobile home shall be erected, constructed, placed or permitted to remain upon the Property.

H. Underground Utilities Required

All utility and service lines, including but not limited to electric transmission lines, telephone transmission lines or natural gas lines are prohibited above or upon the ground surface and the same shall be buried below the ground surface. Above ground gasoline, diesel or other fuel tanks are prohibited but LP gas tanks are exempt from this provision.

I. Rubbish, Debris and Junk Prohibited

No rubbish, debris, ashes, trash, junk, old cars, wagons, wheels, tires and machinery shall be placed or permitted to accumulate upon any of the Property and the accumulation thereof is prohibited. Burn barrels are prohibited.

J. Maintenance of Livestock & Poultry - Limits and Prohibitions

Maintenance of two (2) horses is permitted. No other livestock or poultry of any kind shall be permitted on the Property. The maintenance of horses in such a manner as to be offensive, noxious or detrimental to the use and enjoyment of other adjoining lands is prohibited. Permitting horses to run at large is prohibited. The Property shall be fenced in such a manner as to contain said horses upon the Property and to restrain said horses from trespassing upon adjoining property.

K. Signs

No signs of any kind shall be displayed to public view on the Property, except:

1. A sign advertising the premises for sale or rent, which sign shall not exceed a surface area of six (6) square feet.

2. A sign identifying the owner or occupant of a residence, which sign shall not have a surface area exceeding three (3) square feet.

3. All signs must be approved by the committee.

L. Division

The Property shall not be further subdivided.

III. ENFORCEMENT

The Owners of Lot (1) of the Ludwig Lot Division, Sublette County, Wyoming 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 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.

IV. ACCEPTANCE OF COVENANTS

All Owners of the Property shall be bound by and subject to all of the provisions of this Declaration. Any subsequent owner or purchaser through his or her purchase or

ownership expressly accepts and consents to the operation and enforcement of all the provisions of this Declaration.

V. DURATION

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 years after which time they shall be automatically extended for a successive period of thirty years unless terminated by a unanimous vote of the Owners of Lots One (1) and Two (2) of the Ludwig Lot Division, Sublette County, Wyoming.

VI. AMENDMENT

This declaration may be amended by an instrument signed by the Owners of Lots One (1) and Two (2) of the Ludwig Lot Division, Sublette County, Wyoming, which amendment shall be recorded in the office of the County Clerk of Sublette County, Wyoming.

WITNESS my hands this 30th day of June, 2001.

Joanne M. Ludwig
JOANNE M. LUDWIG

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Ludwig Lot Division Covenants** was acknowledged before me by JOANNE M. LUDWIG, this 30th day of June, 2001.

WITNESS my hand and official seal.

LuAnne A. Freeman
NOTARY PUBLIC

My Commission Expires:
07-11-02

LUANNE S. FREEMAN - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 07-11-02

FIRST RIGHT OF REFUSAL

Peter S. Olson and Anne Olson, husband and wife, and Peter S. Olson (and successors) as Trustee of the Peter S. Olson Trust, Grantors, for good and valuable consideration, hereby grant unto Wyoming 3 Bar LLC, an Illinois Limited Liability Company, Grantee, the following First Right of Refusal:

1. The parcel of land subject to this First Right of Refusal shall be that tract of land located at 826 Hwy. 351 known as the Hilltop Parcel and more particularly described in the attached Exhibit 1 (entitled Description of Ranch Building Tract) excepting that tract of land described in the attached Exhibit 2 (entitled Description of Ken E. Taylor Adjusted Tract). By this reference, Exhibit 1 and Exhibit 2 are hereby incorporated into this document as if set out in full herein. For the purposes of this document, the land subject to this First Right of Refusal shall be known as "Hilltop Parcel".

2. Grantee shall have the option to purchase the Hilltop Parcel from Grantors at the occurrence of any "triggering event", as described herein, for the term of ten (10) years from the date that this First Right of Refusal is executed.

3. "Triggering Event" as used herein shall include any transfer, assignment, or sale of the Hilltop Parcel from Grantors, except for any transfer, assignment, or sale to members of the Grantors' families or Grantors' family trusts.

4. At least thirty (30) days prior to any triggering event, Grantors must give Grantee written notice of its intention to transfer, assign, or sell the Hilltop Parcel. Such notice must include the terms of such intended transfer, assignment, or sale. From the time such notice is given, Grantee shall have twenty (20) days to give Grantors notice of its intent to execute its option to purchase the Hilltop Parcel. For the purposes of this section, all notices shall be deemed effective on the date that they are delivered into the U.S. Mail, correctly addressed with postage prepaid. Grantee may execute its option to purchase the Hilltop Parcel by entering into an agreement with the Grantors for the transfer, assignment, or purchase of the Hilltop Parcel under the same terms as the triggering event.

5. Should Grantee fail to give Grantors notice of its intent to execute its option to purchase the Hilltop Parcel within the time period stated in Section 4 of this document, Grantors

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RECORDED July 2 2014 10:10 AM
IN BOOK 72 Misc PAGE 360
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

360

may proceed to transfer, assign, or sell the Hilltop Parcel under the terms stated in the notice given to Grantee. Should the terms of the transfer, assignment, or sale of the Hilltop Parcel change, this would be a new triggering event, which would require a new notice to Grantee, with time allowed for Grantee to respond, as stated in Section 4 of this document.

6. This First Right of Refusal shall be null and void immediately following the occurrence of either of the following conditions:

a) A term of ten (10) years has expired from the date this First Right of Refusal is executed; or

b) Grantors have transferred, assigned, or sold the Hilltop Parcel, in accord with the terms of this First Right of Refusal, to a person or entity that is not a family member or family trust of the Grantors.

DATED this 2 day of July, 2001.

Peter S. Olson Trustee
Peter S. Olson, individually and
as Trustee of the Peter S. Olson Trust

Anne Olson
Anne Olson

STATE OF WYOMING }
} ss.
COUNTY OF SUBLETTE }

The foregoing instrument was acknowledged before me this 2nd day of July, 2001, by Peter S. Olson and Anne Olson.

Witness my hand and official seal.

Sandra Adams
Notary Public

My Commission Expires: 8-17-04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8-17-04

DESCRIPTION FOR PETER S. OLSON

OF RANCH BUILDING TRACT

To-wit: --

That part of the SE¼ of Section 15 and the N½NE¼ of Section 22, T30N, R110W, Sublette County, Wyoming described as follows:

BEGINNING at a point on the south line of said Section 15, N87°19'52"W, 447.20 feet, of the southeast corner of the SW¼SE¼ of said Section 15;

thence N24°08'51"E, 230.96 feet, to a point;

thence N02°08'30"W, 241.67 feet, to a point;

thence N02°21'26"W, 393.35 feet, to a point;

thence N21°43'29"W, 280.51 feet, to a point;

thence N15°15'32"E, 181.29 feet, to a point;

thence N06°34'59"W, 178.75 feet, to a point;

thence N29°09'40"E, 164.88 feet, to a point;

thence N01°34'30"E, 210.84 feet, to a point;

thence N37°42'10"W, 146.15 feet, to a point on the southerly right-of-way of Highway 351 on a circular curve;

thence northeasterly, 324.51 feet, along said circular curve, through a central angle of 05°00'05", having a radius of 3717.48 feet and a chord bearing N65°56'46"E, 324.40 feet, to a point;

thence S05°05'51"E, 668.60 feet, to a point;

thence N89°54'54"E, 543.39 feet, to a point;

thence N00°55'49"W, 139.94 feet, to a point;

thence N02°31'24"W, 739.36 feet, to a point on said right-of-way;

thence N69°37'21"E, 42.66 feet, along said right-of-way to a bathey on the westerly boundary of Lot 1 of the Lot Division for Peter S. Olson of record in Office of the Clerk of Sublette County;

thence coursing the westerly and southerly boundary of said Lot Division as follows:

S02°24'38"E, 492.95 feet, to the southwest point of said Lot 1;

continuing S02°24'38"E, 517.65 to the southwest bathey of Lot 2 of said Lot Division on the north line of GLO Lot 8 of said Section 15;

S87°21'18"E, 338.23 feet, along said north line to the southeast rod of said Lot 2 being a ¾"x 11" steel rod on the centerline of the New Fork Bridge County Road No. 23-175, and leave said Lot Division;

thence continuing S87°21'18"E, 150 feet, more or less, along said north line to the right bank of the New Fork River;

thence southeasterly, 210 feet, more or less, along a line normal to the thread of said River to the thread of said River;

thence southerly 1870 feet, more or less, along said thread to the center line of said County Road;

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

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3890
Utah Registration No. 1670
Nevada Registration No. 6805

Scott A. Scherbel
Wyo. Registration No. 3689
Idaho Registration No. 8026
Utah Registration No. 372111

Marlowe A. Scherbel
Wyo. Registration No. 5368

Surveyor Scherbel, LTD
Alton, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Lava Hot Springs, Idaho
Montpelier, Idaho

DESCRIPTION FOR PETER S. OLSON
OF RANCH BUILDING TRACT
PAGE TWO

thence S73°30'54"W, 250 feet, more or less, to a point on the westerly right-of-way line of said County Road, S28°23'39"W, 769.96 feet, of the northeast corner of said Section 22;

thence S77°52'29"W, 698.13 feet, to a point;

thence N60°41'28"W, 619.82 feet, to a point;

thence N25°06'58"W, 391.59 feet, to a point;

thence N03°36'07"W, 247.84 feet, to the **POINT OF BEGINNING**;

ENCOMPASSING an area of 76.10 acres, more or less;

SUBJECT to the right-of-way for said County Road;

each "corner" marked as described in a Corner Record on file in said Office;

each "point' marked by a 5/8"x 24" steel reinforcing rod with a 2" aluminum cap inscribed: "SURVEYOR SCHERBEL LTD BIG PINEY WY PLS 3889" and appropriate details;

each "bathey" being a T-shaped steel stake;

the BASE BEARING for this survey and description is the west line of the NW¼ of said Section 22 = N00°04'16"W;

all in accordance with the plat prepared to be filed in said Office, titled: "PLAT OF SURVEY FOR PETER S. OLSON OF TRACTS AND EASEMENTS WITHIN SECTIONS 15, 21 AND 22 T30N R110W SUBLETTE COUNTY, WYOMING", dated 18 April 2001 as revised.

23 April 2001

Filename: polson ranch tract des

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3890
Utah Registration No. 1670
Nevada Registration No. 6805

Scott A. Scherbel
Wyo. Registration No. 3889
Idaho Registration No. 8026
Utah Registration No. 372111

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"

COPY

DESCRIPTION FOR KEN E. TAYLOR

OF ADJUSTED TRACT

To-wit: --

That part of the SE¼ of Section 15, T30N, R110W, Sublette County, Wyoming, it being the intent to modify and replace the boundaries of that tract of record in said office in Book 32 of Deeds on page 641 with the following described tract, described as follows:

BEGINNING at the northwest bathey of said tract on the east line of the NW¼SE¼ of said Section 15 and the southerly right-of-way line of Highway 351, N00°17'08"W, 816.81 feet, of the southeast corner of said NW¼SE¼;

thence N69°37'21"E, 424.84 feet, along said right-of-way line to a point, S69°37'21"W, 42.66 feet, of the northeast bathey of said tract;

thence S02°31'24"E, 739.36 feet, to a point;

thence S00°55'49"E, 139.94 feet, to a point;

thence S89°54'54"W, 543.39 feet, to a point;

thence N05°05'51"W, 668.60 feet, to a point on said southerly right-of-way line; on a circular curve to the right;

thence northeasterly, 76.68 feet, along an arc of said curve, through a central angle of 01°10'55", having a radius of 3717.48 feet and a chord bearing N69°01'16"E, 76.68 feet, to a marker, being a 6"x 6" concrete post with a brass cap inscribed STATE HIGHWAY DEPT. REFERENCE MARKER at the end of said curve;

thence N69°37'21"E, 83.95 feet, to the **BATHEY OF BEGINNING;**

ENCOMPASSING an area of 10.00 acres, more or less;

each "corner" marked as described in a Corner Record on file in said Office;

each "point' marked by a 5/8"x 24" steel reinforcing rod with a 2" aluminum cap inscribed: "SURVEYOR SCHERBEL LTD BIG PINEY WY PLS 3889" and appropriate details;

each "bathey" being a T-shaped steel stake;

the BASE BEARING for this survey and description is the west line of the NW¼ of Section 22, T30N, R110W = N00°04'16"W;

all in accordance with the plat prepared to be filed in said Office, titled: "PLAT OF SURVEY FOR PETER S. OLSON OF TRACTS AND EASEMENTS WITHIN SECTIONS 15, 21 AND 22 T30N R110W SUBLETTE COUNTY, WYOMING, dated 18 April 2001 as revised.

24 April 2001

Filename: ktaylor des

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3990
Utah Registration No. 1670
Nevada Registration No. 5805

Scott A. Scherbel
Wyo. Registration No. 3889
Idaho Registration No. 8026
Utah Registration No. 372111

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"

N

Sec. 7

E

CATE OF SURVEYOR

OMING)
) ss
UBLETTE)

. Wilson of Pinedale, Wyoming do hereby certify that this map was made from notes taken ctual survey made by me in May and June of 2001 of portions of Sections 5, 6, 7, and 8, and Sections 31 and 32, T36N-R109W, and that said survey is accurately represented

Skylar V. Wilson
Skylar V. Wilson

ng Certificate of Surveyor was acknowledged before me by Skylar V. Wilson this 3 July, 2001.

hand and official seal.

TRACEY L HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

ey L Hoover
Notary Public

8/8/02
Seal/Commission Expiration

285043
RECORDED July 3 2001 2:50 PM
IN BOOK 12 Misc PAGE 365
FEES $25.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

[redacted]

DESIGNED BY:	SHEET 1 OF 1 SHEETS
DRAWN BY: SW	
CHECKED BY: SW	
FIELD BOOK: 28	JOB NO. #00623-F

Record Of Survey
Of Portions Of

Sections 5, 6, 7, 8, T35N-R109W

and

Sections 31, 32, T36N-R109W

[redacted]

STATE OF WYOMING)
: ss
COUNTY OF CARBON)

IN THE DISTRICT COURT

SECOND JUDICIAL DISTRICT

Probate No. 5288

STATE OF WYOMING)
COUNTY OF CARBON) ss.
FILED

JUN 19 2001

LINDY L. SCHMIDT
CLERK OF DISTRICT COURT
BY _____
DEPUTY

IN THE MATTER OF THE ESTATE

OF

F. B. CRONBERG, Deceased.

NUNC PRO TUNC ORDER

The Petition of John A. MacPherson, attorney for the Estate of F. B. Cronberg, having been presented to the Court, seeking an amendment of the terms of the Order Approving Final Report and Decree of Distribution entered herein on May 2, 2001, to include updated legal descriptions, and the Court being fully advised in the Premises;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the terms of such Order Approving Final Report and Decree of Distribution be amended to provide that the mineral interests described on Exhibit "A" attached hereto and made a part hereof by this reference be and are hereby distributed, as follows:

An undivided one-half interest to Christian F. Cronberg
PO Box 1028
Willcox, AZ 85644

An undivided one-half interest to Carolyn J. Woodward
1850 West Lincoln, Sp. 187
El Centro, CA 92243

DATED this 19 day of June, 2001.

JUDGE

285049

Copy to:
John A. MacPherson

STATE OF WYOMING }
COUNTY OF CARBON } ss
CERTIFIED TO BE A FULL, TRUE AND CORRECT COPY
LINDY L. SCHMIDT
CLERK OF DISTRICT COURT
BY: _____
DEPUTY
DATED 19 DAY OF June 2001

RECORDED July 3 2001 4:05 PM
IN BOOK 72 Misc. PAGE 366
FEES $ 18.50
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WEll Look up

041882R ESTATE OF F B CRONBERG

OWNER NUMBER / NAME	WELL NAME	LEGAL DESCRIPTION	COUNTY	STATE
0010120001	BPMV 6-70 PW	SEC 20-29N-113W (SENE)	SUBLETTE	WY
0015620001	TRESNER ST 5-36 PW	SWNE 36-29N-113W	SUBLETTE	WY
0015700001	BPMV 7-35 (FKA GOVT 7-35) PW	SENE 35-29N-113W 1980' FNL & 660' FEL	SUBLETTE	WY
0015710001	GOVERNMENT 10-35 (BPMV)	NENE 35-29N-113W	SUBLETTE	WY
0015720001	BPMV 12-35 (FKA GOVT 12-35) PW	NENE 35-29N-113W	SUBLETTE	WY
0015730001	BPMV 14-35 (FKA GOVT 14-35) PW	NWNE 35-29N-113W	SUBLETTE	WY
0020110001	B 30-25 LW	SENE 25-29N-113W	SUBLETTE	WY
0020190001	B 43-24 LW	SESE 24-29N-113W	SUBLETTE	WY
0020200001	B 44-25	SESE 25-29N-113W	SUBLETTE	WY
0020270002	B 57-23	SEC 23-29N-113W (SESE)	SUBLETTE	WY
0024310001	BNG 30-28 F VPU	SEC. 28-27N-113W, NESW	SUBLETTE	WY
0024310002	BNG 30-28 M VPU	SEC. 28-27N-113W, NESW	SUBLETTE	WY
0024450001	BNG 43-28 VPU	SEC. 28-27N-113W, NESW	SUBLETTE	WY
0026100001	BPMV 1-11A PW	SEC 14-29N-113W (SWSE)	SUBLETTE	WY
0026100002	BPMV 1-11A (TRAN) PW	SEC 14-29N-113W (SWSE)	SUBLETTE	WY
0026110001	BPMV 1-58 PW	SEC 23-29N-113W (SWSE)	SUBLETTE	WY
0026120001	BPMV 1-59 PW	SEC 23-29N-113W (NWNE)	SUBLETTE	WY
0026120002	BPMV 1-59 (TRANS) PW	SEC 23-29N-113W (NWNE)	SUBLETTE	WY
0026130001	BPMV 1-62 PW	SEC 14-29N-113W (SESW)	SUBLETTE	WY
0026130002	BPMV 1-62 (TRANS) PW	SEC 14-29N-113W (SESW)	SUBLETTE	WY
0026140001	BPMV 1-64 PW	SEC 14-29N-113W (SENW)	SUBLETTE	WY

FROM : Enron Oil & Gas Company PHONE NO. : 7136462556 May. 21 2001 08:55AM P3

OWNER NUMBER / NAME	WELL NAME		LEGAL DESCRIPTION	COUNTY	STATE
0026150001	BPMV 1-65	PW	SEC 23-29N-113W (SWNE)	SUBLETTE	WY
0026160001	BPMV 1-66	PW	SEC 23-29N-113W (NWSE)	SUBLETTE	WY
0026170001	BPMV 1-67	PW	SEC 14-29N-113W (NESW)	SUBLETTE	WY
0026170002	BPMV 1-67 (TRANS)	PW	14-29N-113W (NESW)	SUBLETTE	WY
0026220001	BPMV 11-56	PW	SEC 26-29N-113W (NENE)	SUBLETTE	WY
0026240001	BPMV 13-01	PW	SEC 25-29N-113W (SWSW)	SUBLETTE	WY
0026260001	BPMV 13-34	PW	SEC 25-29N-113W (SWSW)	SUBLETTE	WY
0026270001	BPMV 13-49	PW	SEC 25-29N-113W (SWSW)	SUBLETTE	WY
0026330001	BPMV 14-01	PW	SEC 3-28N-113W (NENE)	SUBLETTE	WY
0026360001	BPMV 14-34	PW	SEC 3-28N-113W (NWNE)	SUBLETTE	WY
0026390001	BPMV 14-38	PW	SEC 3-28N-113W (SWNE)	SUBLETTE	WY
0026410001	BPMV 14-43	PW	SEC 3-28N-113W (SENE)	SUBLETTE	WY
0026440001	BPMV 14-48	PW	SEC 3-28N-113W (NENE)	SUBLETTE	WY
0026450001	BPMV 14-49	PW	SEC 3-28N-113W (SENE)	SUBLETTE	WY
0026460001	BPMV 14-51	PW	SEC 3-28N-113W (SENE)	SUBLETTE	WY
0026480001	BPMV 14-74	PW	SEC 3-28N-113W (SENW)	SUBLETTE	WY
0026490001	BPMV 14-75	PW	SEC 3-28N-113W (SWNE)	SUBLETTE	WY
0026560001	BPMV 15-15	PW	SEC 36-29N-113W (SESW)	SUBLETTE	WY
0026570001	BPMV 15-16	PW (TA)	SEC 36-29N-113W (SWNW)	SUBLETTE	WY
0026580001	BPMV 15-17	PW	SEC 36-29N-113W (NESW)	SUBLETTE	WY
0026590001	BPMV 15-18	PW	SEC 36-29N-113W (SESW)	SUBLETTE	WY
0026600001	BPMV 15-19	PW	SEC 36-29N-113W (SESW)	SUBLETTE	WY
0026620001	BPMVU 15-2S	(TA)	SEC 36-29N-113W (SWSW)	SUBLETTE	WY

3608

3609

OWNER NUMBER / NAME	WELL NAME			LEGAL DESCRIPTION	COUNTY	STATE
0026650001	BPMV 15-23	PW		SEC 36-29N-113W (NESW)	SUBLETTE	WY
0026660001	BPMV 15-24	PW		SEC 36-29N-113W (NWNW)	SUBLETTE	WY
0026680002	BPMV 15-27		PW	SEC 36-29N-113W (SESW)	SUBLETTE	WY
0026720001	BPMV 15-31	PW		SEC 36-29N-113W (NENW)	SUBLETTE	WY
0026730001	BPMV 15-32	PW		SEC 36-29N-113W (SESW)	SUBLETTE	WY
0026760001	BPMV 15-35	PW		SEC 36-29N-113W (SWNW)	SUBLETTE	WY
0026770001	BPMV 15-36	PW		SEC 36-29N-113W (NESW)	SUBLETTE	WY
0026850001	BPMV 2-35	PW		SEC 35-29N-113W (NESE)	SUBLETTE	WY
0026860001	BPMV 2-38	PW		SEC 35-29N-113W (SESE)	SUBLETTE	WY
0026890001	BPMV 6-54	PW		SEC 26-29N-113W (SENE)	SUBLETTE	WY
0026900001	BPMV 6-55	PW		SEC 26-29N-113W (NESE)	SUBLETTE	WY
0026910001	BPMV 6-61	PW		SEC 26-29N-113W (NESE)	SUBLETTE	WY
0029420002	BPMV 39-03		PW	SENW 3-28N-113W	SUBLETTE	WY
0049080001	PSU 12-30	PW		SEC 30-29N-112W (NESW)	SUBLETTE	WY
0049180001	PSU 29-02	PW	(TA)	SEC 2-28N-112W (LOT 5) NENE	SUBLETTE	WY
0049190001	PSU 3-31	PW		SEC 31-29N-112W (NENW)	SUBLETTE	WY
0049230001	PSU 5-31	PW		SEC 31-29N-112W (NENW)	SUBLETTE	WY
0049240001	PSU 6-30	PW		SEC 30-29N-112W (SESW)	SUBLETTE	WY
0049250001	PSU 7-31	(P&A)	PW	SEC 31-29N-112W (SENW)	SUBLETTE	WY
0052840001	SLB 2-28	VPU		SEC. 28-27N-113W, SWNW	SUBLETTE	WY
0052840002	SLB 2-28 (BAXTER)	VPU		SEC. 28-27N-113W, SWNW	SUBLETTE	WY
0052840003	SLB 2-28 (TGS)	VPU		SEC. 28-27N-113W, SWNW	SUBLETTE	WY
0052890001	SLB 6-28	VPU		SEC. 28-27N-113W, SWNE	SUBLETTE	WY

OWNER NUMBER / NAME	WELL NAME	LEGAL DESCRIPTION	COUNTY	STATE
0052890002	SLB 6-28 VPU	SEC. 28-27N-113W, SWNE	SUBLETTE	WY
0052890003	SLB 6-28 (TGS) VPU	SEC. 28-27N-113W, SWNE	SUBLETTE	WY
0052900001	SLB 7-28A VPU	SEC. 28-27N-113W, SWSW	SUBLETTE	WY
0052900002	SLB 7-28A VPU	SEC. 28-27N-113W, SWSW	SUBLETTE	WY
0052900003	SLB 7-28A (TGS) VPU	SEC. 28-27N-113W, SWSW	SUBLETTE	WY
0200630001	BPMV 1-72 (TRANS) PW	SEC 23-29N-113W (NENE)	SUBLETTE	WY
0258510001	BPMV 1-104-23 PW	SEC 23-29N-113W (SESW)	SUBLETTE	WY
0260590001	BPMV 1-101-26 PW	SEC 26-29N-113W (SWNE)	SUBLETTE	WY
0271340001	BPMV 1-102-26 PW	SEC 26-29N-113W (NWSE)	SUBLETTE	WY
0288690001	BPMV 1-106-23 PW	SENW-23-T28N-R113W	SUBLETTE	WY
0288720001	BPMV 1-109-3 PW	NWNW-3-T28N-R113W	SUBLETTE	WY
0288730001	PSU SWEET "P" 1-36 PW	SESE-36-29N-113W	SUBLETTE	WY
0295140001	B 89-26 LW	NENW-26-29N-113W	SUBLETTE	WY
0296240002	BB 13-49 (ALMY) LW	SWSW-SEC 25-29N-113W	SUBLETTE	WY
0296270001	BPMV 1-111-23 PW	NENW-23-29N-113W	SUBLETTE	WY
0300650001	BPMV 1-110-14D PW	SESW-14-T29N-R113W	SUBLETTE	WY
0301430001	BPMV 1-112-26 PW	NENW-26-29N-113W	SUBLETTE	WY
0302660003	BB 15-36 (P SAND UNIT) PW	NWNW-SEC 36-29N-113W	SUBLETTE	WY
0303170001	B 99-23 LW	NWSE-23-29N-113W	SUBLETTE	WY
0304550002	BPMV 47-35 PW	SESE-35-T29N-R113W	SUBLETTE	WY
0317180001	BPMV 1-118-26 PW	SWSE-26-T29N-R113W	SUBLETTE	WY
0321490001	B 103-24 LW	NWSW-24-29N-113W	SUBLETTE	WY
0325850001	B 107-24 LW	SWSW-24-29N-113W	SUBLETTE	WY

OWNER NUMBER / NAME	WELL NAME			LEGAL DESCRIPTION	COUNTY	STATE
0325860001	B 108-24	LW		T29N-R113W-SEC 24: SESW	SUBLETTE	WY
0325870001	B 109-24	LW		NWSW-24-29N-113W	SUBLETTE	WY
0325880001	B 110-24	LW		T29N-R113W-SEC 24: NESW	SUBLETTE	WY
0327200001	B 130-25	LW		T29N-R113W-SEC 25: NENW	SUBLETTE	WY
0333080001	B 131-25		LW	T29N-R113W-SEC 25: NENW	SUBLETTE	WY
0333090001	B 132-24		LW	T29N-R113W-SEC 25: NENW	SUBLETTE	WY
0333100001	B 133-24		LW	T29N-R113W-SEC 25: NENW	SUBLETTE	WY
0333110001	B 134-24		LW	T29N-R113W-SEC 25: NENW	SUBLETTE	WY
0336960001	B 142-25		LW	T29N-R113W-SEC 25: NENW	SUBLETTE	WY
0336970001	B 143-25		LW	T29N-R113W-SEC 25: NENW	SUBLETTE	WY

RELEASE OF FIRST REFUSAL

COMES NOW FREDERICK G. PETERSEN, personally and as a general partner of BOULDER LAKE RANCH, a partnership, and as successor in interest to said partnership, and hereby releases Lot A27 of the Boulder Lake Country Estates, Amended Fourth Filing, Sublette County, Wyoming, from the Right Of First Refusal as reserved in the Declaration Of Protective Covenants Addendum recorded 8/14/74 in Book 30 of Misc., Page 108 and as contained in Protective Covenants recorded 7/18/78 in Book 35 of Misc., Page 529 in the office of the Sublette County Clerk. It is specifically noted that any right of first refusal that might apply to any prior transfer of said real property is hereby also refused and waived.

DATED this 20 day of June, 2001.

Frederick G. Petersen
FREDERICK G. PETERSEN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Release Of First Refusal** was acknowledged before me by FREDERICK G. PETERSEN, this 20 day of June, 2001.

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: 5/20/04

285101

RECORDED July 5 2001 4:20 PM
IN BOOK 72 Misc. PAGE 372
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

AFFIDAVIT OF NOTICE OF TRUST

State of Wyoming }
: ss
County of Sublette }

COMES NOW the affiant, Douglas F. Sterck, Trustee, Rocky Mountain Surveyors EMPS. PFD. SHRG. Trust, U/A D.T.D. 11/30/77, being first duly sworn upon his oath, and pursuant to Wyoming Statute §§ 34-2-122 and 123, as amended, does hereby depose and say as follows:

1. This instrument is prepared and filed for record to provide that information required by Wyoming Statute §34-2-122, as amended, with respect to that certain Warranty Deed executed on August 13, 1992 and filed for record in the office of the County Clerk and ex-officio Register of Deeds of Sublette County, Wyoming, in Book 31 of Warranty Deeds at page 744, wherein Bud Decker and Lois Decker did convey and warrant to Douglas F. Sterck, Trustee for Rocky Mountain Surveyors, EMPS. PFD. SHRG TRUST (Tax I.D. No. 85-0361041) that certain real property which is described as Lot 3, Block 1, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming.

2. Douglas F. Sterck was sole Trustee of the aforesaid Rocky Mountain Surveyors EMPS. PFD. SHRG. Trust, U/A D.T.D. 11/30/77, at the time of such conveyance, and has remained sole Trustee of such trust at all times thereafter.

3. The Rocky Mountain Surveyors EMPS. PFD. SHRG. Trust, U/A D.T.D. 11/30/77 was created on November 30, 1977.

4. Pursuant to the provisions of the aforesaid Wyoming Statute §34-2-122, as amended, title to the interest in real property conveyed by the aforesaid Warranty Deed vested in Douglas F. Sterck, Trustee, Rocky Mountain Surveyors EMPS. PFD. SHRG. Trust, U/A D.T.D. 11/30/77.

285147 Further the affiant sayeth not.

RECORDED July 9 2001 4:39PM
IN BOOK 72 Misc. PAGE 373
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Douglas F. Sterck, Trustee
Rocky Mountain Surveyors EMPS. PFD.
SHRG. TRUST U/A D.T.D. 11/30/77.

Subscribed and sworn to before me this 9th day of July, 2001, by Douglas F. Sterck, Trustee, Rocky Mountain Surveyors EMPS. PFD. SHRG. Trust, U/A D.T.D. 11/30/77.

Witness my hand and official seal.

Ken R. McLaughlin
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires:

Notary Public

My commission expires July 15, 2005.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that DONALD W. AND ZORA V. CHIPP, of 1940 Edgar Street, Rock Springs, Sweetwater County, Wyoming, (hereinafter referred to as "Seller"), for and in consideration of the sum of no consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer, sell, and convey unto Chipp Family Living Trust (name of buyer) of Rock Springs, WY (residence of buyer), (hereinafter referred to as "Buyers") the following described Property:

Building or house located at 18 Sunshine Loop, Sylvan Bay Homesites, Tract 43, Sublette County, Wyoming

AND

Hangar and building at Pinedale Airport on Lot 1, Pinedale Airport, Sublette County, Wyoming

Seller hereby agrees to deliver to Buyer(s) good and valid title to said property, for Buyer(s)' transfer to their names, upon payment of the sum referenced above. Seller makes no express or implied warranties concerning the property, and Buyer(s) are purchasing same "as is", after sufficient opportunity to inspect and examine said property. Buyer(s) hereby accept, and Seller hereby relinquishes, all rights benefits, obligations, and responsibilities of ownership of said property, by virtue of this sale.

WITNESS OUR HANDS this 29 day of June, 2001.

285199

RECORDED July 12 2001 9:30 AM
IN BOOK 72 MISC. PAGE 374
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

BUYERS:

Chipp Family Living Trust dtd Apr 29, 1999
Donald W. Chipp, Trustee
Zora V. Chipp, Trustee

SELLERS:

Donald W. Chipp By Cat Gudon
Zora V. Chipp

State of WY
County of Sweetwater
Subscribed and sworn to before me on 6/29/01.
by Donald W. Chipp and Zora V. Chipp

ROBERT H. McCRARY - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires Jan. 15, 2003

Notary Public

AFFIDAVIT OF SURVIVORSHIP

STATE OF Wyoming)
)ss.
COUNTY OF Sublette)

EMILIA I. HENDERSON, of said County and State, being first duly sworn on her oath, deposes and says:

That EMILIA I. HENDERSON is the surviving spouse of **CHARLES R. HENDERSON, a/k/a CHARLES RAY HENDERSON**, who died 6/26/01, in Salt Lake County, State of Utah.

That at the time of the death of CHARLES R. HENDERSON, a/k/a CHARLES RAY HENDERSON, he owned certain real property by virtue of a certain Warranty Deed; said lands being more particularly described as follows:

> Lots One (1), Two (2) and Three (3), Block Three (3) of the Cooley Second Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;

This Warranty Deed being recorded in the office of the Sublette County Clerk on 11/2/00, in Book 41 of Deeds, Page 200.

That the deceased CHARLES R. HENDERSON, a/k/a CHARLES RAY HENDERSON is one of the grantees in the beforementioned Warranty Deed, and that the affiant, EMILIA I. HENDERSON is one and the same person as the said EMILIA I. HENDERSON, one of the other grantees 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 CHARLES R. HENDERSON, a/k/a CHARLES RAY HENDERSON, all equity, right, title and interest of CHARLES R. HENDERSON, a/k/a CHARLES RAY HENDERSON, in the beforementioned real property passed to and was vested in EMILIA I. HENDERSON, OLGA M. RADOSEVICH and ROSE HONG, the other joint tenants under said Warranty Deed.

285240

RECORDED July 16 2001 1000AM
IN BOOK 72 MISC PAGE 375
FEES $10.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hooke

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 CHARLES R. HENDERSON, a/k/a CHARLES RAY HENDERSON, deceased.

DATED this 16 day of July, 2001.

Emilia I. Henderson
EMILIA I. HENDERSON

Subscribed and sworn to before me by EMILIA I. HENDERSON, this 16 day of July, 2001.

WITNESS my hand and official seal.

Tracey L Hoover
NOTARY PUBLIC

My Commission Expires: 8/8/02

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

STATE OF UTAH — DEPARTMENT OF HEALTH

STATE OF UTAH - DEPARTMENT OF HEALTH

This form is limited under the Vital Statistics Act and Rules.

LOCAL FILE NUMBER 18-2861

CERTIFICATE OF DEATH

STATE FILE NUMBER

DECEDENT

1. NAME OF DECEDENT — FIRST: Charles — MIDDLE: Ray — LAST: Henderson
2. SEX: Male
3a. DATE OF DEATH (Mo., Day, Yr.): June 26, 2001
3b. TIME OF DEATH (24 hr. Clock): 2034
4. DATE OF BIRTH (Mo., Day, Yr.): April 10, 1927
5. AGE - Last Birthday: 74
IF UNDER 1 YEAR — Months / Days:
IF UNDER 24 HRS. — Hours / Minutes:
6. BIRTHPLACE (City & State or Foreign Country): Eden, Illinois
7. SOCIAL SECURITY NUMBER: 520-22-5871
8a. PLACE OF DEATH (check only one): HOSPITAL (Status codes for Hospital only): [X] 1. Inpatient [ ] 2. ER/Outpatient [ ] 3. DOA — 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): L.D.S. Hospital
8c. CITY, TOWN, OR LOCATION OF DEATH: Salt Lake City
8d. COUNTY OF DEATH: Salt Lake
9. SURVIVING SPOUSE (If wife, give maiden name): Emilia Radosevich
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): Mine Shaft Maintenance Foreman
12b. KIND OF BUSINESS OR INDUSTRY: Mining and Processing
13a. RESIDENCE - STREET AND NUMBER: 409 "Q" 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? (If yes, Specify) [ ] 1. Yes [X] 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): White
16. EDUCATION (specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+): 12 Years

PARENTS

17. FATHER'S NAME (First, Middle, Last): John Ray Henderson
18. MAIDEN NAME OF MOTHER (First, Middle, Last): Lydia Hursman

INFORMANT

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Mrs. Emilia Henderson - Wife - 409 "Q" 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 26, 2001
21b. PLACE OF DISPOSITION (name of cemetery, crematory, or other place): White Mountain Cemetery
21c. LOCATION - City or Town, State: Rock Springs, Wyoming
22. SIGNATURE OF FUNERAL SERVICE LICENSEE: Michael P. O'Donnell
23. LICENSEE NUMBER: 221141120902
24. FUNERAL HOME (Name and address): Neil O'Donnell & Sons Mortuary, 372 East 100 South, Salt Lake City, Utah 84111

CERTIFIER

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: June 26, 2001
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
[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: [signature]
27c. LICENSE NUMBER: 187871-1205
27d. DATE SIGNED (Month, Day, Year): June 27, 2001
28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/Print): J. Brent Muhlestein M.D., 8th Avenue and C Street, Salt Lake City, Utah 84143

REGISTRAR

29. REGISTRAR'S SIGNATURE: [signature]
30a. DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.)
30b. DATE FILED (Mo., Day, Yr.): June 28, 2001

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. Ischemic bowel	24 hrs
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): Superior mesenteric artery thrombosis (presumed)	24 hrs
	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: Idiopathic dilated cardiomyopathy

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. [X] 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 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.

SDH-BVR 95 (11/99)

Date Issued: JUL 03 2001

County — Salt Lake

Registrar [signature]

L071451

Barry E Nangle

Barry E. Nangle
DIRECTOR OF VITAL RECORDS
By Ellen Freeman

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.

AFFIDAVIT OF SURVIVORSHI

RECORDED July 17 2001 8:50A M
IN BOOK 72 Misc. PAGE 378
FEES $ 69.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

STATE OF MICHIGAN)
: ss.
COUNTY OF Oakland) 285269

MARY R. HARRIS, 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 ALBERT J. HARRIS, deceased, and, therefore, has an interest in the mineral property which is the subject matter of this Affidavit.

2. Affiant states that ALBERT J. HARRIS died on May 30, 2001, in Oakland County, Michigan, 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 ALBERT J. HARRIS and his spouse, MARY R. HARRIS, Affiant herein, said ALBERT J. HARRIS and Affiant acquired as tenants by the entirety certain mineral property by Mineral Quitclaim Deed from Albert J. Harris, which Mineral Quitclaim Deed was recorded in the office of the County Clerk of Sublette County, Wyoming, on August 11, 2000, in Book 2 of Mineral Deeds, Page 370, which property is more particularly described as follows:

LEASE NO.	DESCRIPTION IN SUBLETTE COUNTY, WYOMING
1. E-017710-B	**Township 30 North, Range 113 West of the 6th P.M.,** Sec. 28: E½ Sec. 34: SE¼, N½SW¼, SE¼SW¼
2. E-022241	**Township 28 North, Range 113 West of the 6th P.M.,** Sec. 22: Lot 1, N½, SW¼, NW¼SE¼ Sec. 27: S½SW¼
3. E-022281	**Township 28 North, Range 113 West of the 6th P.M.,** Sec. 27: Lots 1 (NE¼NE¼), 4 (SW¼NE¼), 5 (SE¼NE¼), 7 (NE¼SW¼), 8 (NW¼SW¼)
4. E-022285	**Township 28 North, Range 113 West of the 6th P.M.,** Sec. 9: All
5. E-022755	**Township 28 North, Range 113 West of the 6th P.M.,** Sec. 11: W½
6. E-022756	**Township 28 North, Range 113 West of the 6th P.M.,** Sec. 14: W½
7. E-022937	**Township 28 North, Range 114 West of the 6th P.M.,** Sec. 13: W½SW¼ Sec. 14: NE¼NE¼, SE¼ Sec. 23: E½E½, NW¼NE¼ Sec. 24: W½ Sec. 25: NW¼, W½E½, NE¼SW¼
8. E-022951 (W-0136175) (W-21127)	**Township 30 North, Range 113 West of the 6th P.M.,** Sec. 26: N½, SW¼ Sec. 27: All Sec. 34: N½
9. E-023340 (W-92216)	**Township 28 North, Range 112 West of the 6th P.M.,** Sec. 5: All Sec. 6: Lots 1, 3-18, E½SW¼, SE¼ Sec. 7: All Sec. 8: NW¼, W½SW¼
10. E-023584	**Township 28 North, Range 113 West of the 6th P.M.,** Sec. 23: Lot 4, W½NW¼
11. E-024241 (W-0125384) (E-024241-A)	**Township 28 North, Range 113 West of the 6th P.M.,** Sec. 1: Lots 5, 6, 9-11, SW¼NE¼, W½SE¼ Sec. 11: E½ Sec. 12: All

Sec. 13: Lots 1-4, W½E½, W½ (All)
Sec. 14: E½, SW¼NE¼, W½SE¼

12. E-024353 **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 20: Lots 6-8, E½SW¼, SW¼SE¼, Tract 43-B

13. E-024354 **Township 29 North, Range 112 West of the 6th P.M.,**
Sec. 33: E½NE¼, SE¼
Sec. 34: All

14. E-024355 **Township 29 North, Range 112 West of the 6th P.M.,**
(E-024355-A) Sec. 31: SW¼
Sec. 32: E½W½, E½
Sec. 33: W½, W½NE¼, E½NE¼

15. E-024469 **Township 28 North, Range 112 West of the 6th P.M.,**
(W-0125385) Sec. 15: S½SW¼, NW¼SW¼
(E-024469-A) Sec. 17: N½N½, SE¼SW¼, E½SE¼, SW¼SE¼
(W-053449) Sec. 18: Lots 1-3, NE¼, E½NW¼, NE¼SW¼
(W-053449-A) Sec. 19: Lots 3, 4, S½NE¼, NE¼NE¼, E½SW¼, SE¼
(W-92217) Sec. 20: All
Sec. 21: All

16. E-024470 **Township 29 North, Range 112 West of the 6th P.M.,**
Sec. 27: All
Sec. 28: All
Sec. 29: All

17. E-024528 **Township 28 North, Range 112 West of the 6th P.M.,**
(W-0125387) Sec. 28: W½, W½E½, E½SE¼, SE¼NE¼
(W-53496) Sec. 29: All
Sec. 30: All
Sec. 31: Lots 1-3, E½,E½W½
Sec. 32: W½NW¼

18. E-024735 **Township 28 North, Range 112 West of the 6th P.M.,**
(W-053446) Sec. 6: Lot 2

19. E-024756 **Township 28 North, Range 113 West of the 6th P.M.,**
(W-025387) Sec. 23: Lots 5-7
(W-53496) Sec. 24: Lots 5-8, Tracts 46A & 46B
(W-02985) Sec. 25: Lots 1-4, W½E½, W½ (All)
(W-119586)

20. E-024756-A **Township 28 North, Range 113 West of the 6th P.M.,**
(W-0125388) Sec. 23: Lots 1-3, NE¼NW¼, N½NE¼, SE¼NW¼
Sec. 24: Lots 2-4

21. E-024792 **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 34: Lot 2

22. E-025991 **Township 29 North, Range 113 West of the 6th P.M.,**
Sec. 34: All

23. E-026053 **Township 29 North, Range 113 West of the 6th P.M.,**
Sec. 35: NE¼

24. E-026115 **Township 29 North, Range 112 West of the 6th P.M.,**
(W-0125389) Sec. 19: Lots 2-4, NE¼NE¼, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Sec. 20: NW¼NW¼

25. E-026175 **Township 28 North, Range 112 West of the 6th P.M.,**
(W-53497) Sec. 3: Lots 2-6, 11, 12, SW¼
(W-92219) Sec. 4: Lots 1-12 N½NW¼SW¼
(W-053451) Sec. 8: E½SW¼
(W-053451-A) Sec. 9: All
Sec. 10: W½, NW¼NE¼

26. E-026216 **Township 29 North, Range 112 West of the 6th P.M.,**
(W-0125390) Sec. 25: S½NW¼
(W-021769) Sec. 29: W½W½

Sec. 30: Lots 1-4, E½W½, NW¼NE¼, S½NE¼, SE¼, S½
Sec. 31: Lots 1-4, E½W½, E½ (All)
Sec. 32: W½SW¼, W½W½

27. W-01332 (W-10677)
Township 29 North, Range 113 West of the 6th P.M.,
Sec. 26: All
Sec. 27: S½NE¼, SE¼NW¼, E½SE¼

28. W-01768
Township 29 North, Range 113 West of the 6th P.M.,
Sec. 31: N½SE¼

29. W-02736
Township 31 North, Range 113 West of the 6th P.M.,
Sec. 28: SW¼NW¼, NW¼SW¼, SW¼SW¼
Sec. 29: All
Sec. 31: All
Sec. 32: All
Sec. 33: SW¼NE¼, NW¼NW¼, S½NW¼, S½

30. W-02985
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 35: Lots 1-7, W½NE¼, N½NW¼, SW¼NW¼, N½SW¼, NW¼SE¼, E½, SW¼

31. W-02985-A
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 35: SE¼NW¼

32. W-04226 (W-21822) (W-04226-A)
Township 30 North, Range 113 West of the 6th P.M.,
Sec. 28: W½

33. W-05504 (W-0136177) (W-21123) (W-21128) (W-27645)
Township 30 North, Range 113 West of the 6th P.M.,
Sec. 10: All
Sec. 14: All
Sec. 22: All

34. W-06206 (W-0136178) (W-21125)
Township 30 North, Range 113 West of the 6th P.M.,
Sec. 9: All
Sec. 15: All
Sec. 21: All

35. W-07828 (W-10679)
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 3: Lots 7, 8, S½NW¼, SW¼, NE¼NW¼

36. W-08056
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 34: E½NW¼, NE¼SW¼, NW¼NE¼

37. W-014051 (W-10680) (W-0231772)
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 2: Lots 7, 8, SW¼NW¼, NW¼SW¼
Sec. 3: Lots 5, 6, SE¼NE¼, NE¼SE¼

38. W-014052 (W-0135391) (W-0231773) (W-0231774)
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 1: Lots 7, 8, S½NW¼, SW¼
Sec. 2: Lots 5, 6, S½NE¼, SE¼

39. W-031992 (W-10681)
Township 29 North, Range 113 West of the 6th P.M.,
Sec. 22: E½
Sec. 26: N½N½
Sec. 27: N½NE¼

40. W-046892
Township 28 North, Range 113 West of the 6th P.M.,
Sec. 34: Lots 3, 4, E½NE¼, SW¼NE¼, N½SE¼

41. E-026176-B
Township 30 North, Range 113 West of the 6th P.M.,
Sec. 32: NE¼NE¼

42. E-024445
Township 30 North, Range 112 West of the 6th P.M.,
Sec. 19: Lots 1-4, NE¼SW¼, NE¼, SE¼SW¼, E½SW¼

43. E-024526 **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 30: NE¼NW¼, NE¼, NW¼NE¼, W½NW¼, E½NW¼
Sec. 31: All

44. E-024526-G **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 30: NE¼NW¼, E½SW¼, SE¼NW¼

45. E-024538-A **Township 30 North, Range 113 West of the 6th P.M.,**
Sec. 13: SW¼

46. W-02274 **Township 30 North, Range 113 West of the 6th P.M.,**
Sec. 13: E½NW¼, NE¼NW¼, SW¼NW¼
Sec. 24: E½, E½NW¼, NE¼SW¼
For info re. BLM:
Sec. 703: S½, S½N½
Sec. 704: S½, S½N½
Sec. 705: SE¼
Sec. 711: E½
Sec. 713: NW¼NW¼ Seg. 5-9-60 (now in W-92274-A)
Sec. 724: W½NW¼, W½SW¼, SE¼SW¼

47. W-02274-A **Township 30 North, Range 113 West of the 6th P.M.,**
Sec. 13: NW¼NW¼

48. W-16769 **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 19: Lots 1, 2, 3, 4

49. W-046892 **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 34: Lots 3, 4, E½NE¼, SW¼NE¼, N½SE¼

50. E-023554 (E-025771) **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 22: Lot 2
Sec. 26: Lots 1, 2, SE¼NW¼, E½SW¼, E½, SW¼NW¼, W½SW¼
Sec. 27: Lot 6, SW¼SE¼, E½SE¼

51. E-026171 **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 18: Lots 1-4, SE¼, S½N½, NW¼NE¼, E½W½
Sec. 32: N½SW¼, NW¼SE¼

52. W-04015-B **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 29: W½, NE¼NW¼

53. W-04101 **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 20: E½NE¼
Sec. 29: E½SW¼, SW¼NE¼

54. W-04101-B **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 29: W½, SE¼NW¼, W½SE¼NE¼

55. W-055073 **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 27: W½, SW¼SE¼
Sec. 29: W½W½
Sec. 32: N½
Sec. 33: N½N½
Sec. 34: W½NW¼

56. W-056555 **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 8: NW¼NE¼, S½N½
Sec. 9: SW¼, W½SE¼, SE¼SE¼
Sec. 17: S½, S½N½
Sec. 20: W½W½, NE¼NW¼, NW¼NE¼
Sec. 29: SW¼SW¼
Sec. 33: S½N½

57. E-024445-E **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 19: NE¼NW¼

58. W-27641 **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 19: SE¼NW¼, S½, E½

59. W-27642 **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 30: E½NE¼

60. E-017710-A **Township 30 North, Range 113 West of the 6th P.M.,**
Sec. 34: SW¼SW¼

61. E-022539 **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 8: E½, E½W½

62. E-025858 **Township 29 North, Range 113 West of the 6th P.M.,**
Sec. 8: SW¼NE¼
Sec. 17: W½NW¼, NW¼SW¼, SE¼, E½NE¼, SW¼NE¼
Sec. 20: E½

63. E-024793 **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 20: Lot 1
Township 28 North, Range 114 West of the 6th P.M.,
Sec. 2: Lots 5, 6, 11, 12
Sec. 24: E½E½

64. E-024799 **Township 28 North, Range 114 West of the 6th P.M.,**
Sec. 2: Lots 7-10, 15-18

65. W-16670 **Township 30 North, Range 112 West of the 6th P.M.,**
Sec. 30: SE¼

66. E-022239 **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 8: E½, E½W½
Sec. 20: Lots 6-8, Tract 43B, NW¼SW¼, E½SW¼, SW¼SE¼
Sec. 21: Tract 43B

67. W-053448 **Township 29 North, Range 112 West of the 6th P.M.,**
Sec. 26: W½NE¼, SE¼NE¼, NW¼, S½SW¼, SE¼

68. W-053448-A (053448) **Township 29 North, Range 112 West of the 6th P.M.,**
Sec. 26: N½SW¼

69. W-0125386 **Township 29 North, Range 112 West of the 6th P.M.,**
Sec. 30: NE¼NE¼

70. W-053446 **Township 28 North, Range 112 West of the 6th P.M.,**
Sec. 23: Lot 4

71. E-026115-A (E-026115) **Township 29 North, Range 112 West of the 6th P.M.,**
Sec. 10: S½SE¼
Sec. 14: NW¼NW¼, S½NW¼, SE¼
Sec. 15: SE¼, NW¼
Sec. 17: SW¼NW¼, SE¼, E½NW¼
Sec. 18: W½SE¼
Sec. 19: Lot 1, NE¼NW¼

72. E-026115-B (E-026115-A) **Township 29 North, Range 112 West of the 6th P.M.,**
Sec. 10: S½SW¼
Sec. 14: SW¼
Sec. 15: NE¼, SW¼
Sec. 17: NE¼, E½SW¼
Sec. 18: Lots 3, 4, E½SW¼, SE¼NE¼
Sec. 19: NW¼NE¼

73. W-0125389 (E-026115) **Township 29 North, Range 112 West of the 6th P.M.,**
Sec. 19: Lots 2-4, NE¼NE¼, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Lot 1 = NW¼NW¼
Lot 2 = SW¼NW¼
Lot 3 = NW¼SW¼
Lot 4 = SW¼SW¼

74. W-10683 (W-0231772) **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 2: SE¼NW¼, E½SW¼, SE¼SW¼
Sec. 3: S½SE¼

75. W-92219 (W-53497) **Township 28 North, Range 112 West of the 6th P.M.,**
Sec. 4: Lots 4, 5, 12, NW¼SW¼

76. W-92219 **Township 28 North, Range 112 West of the 6th P.M.,**
Sec. 4: Lots 4, 5, 12, NW¼SW¼

77. W-53497 **Township 28 North, Range 112 West of the 6th P.M.,**
Sec. 4: Lots 4, 5, 12, NW¼SW¼
Sec. 8: E½, E½SW¼
Sec. 9: All

78. W-0231772 **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 2: SW¼NW¼, NW¼SW¼, SE¼NW¼, NE¼SW¼, S½SW¼
Sec. 3: Lots 5, 6, S½NE¼, S½SE¼, N½SE¼

79. W-0637 **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 15: W½, SE¼, SW¼NE¼

80. W-04628 **Township 30 North, Range 113 West of the 6th P.M.,**
Sec. 8: E½, NW¼
Sec. 17: E½
(WYST-0-11311) Sec. 16: S½NE¼
(WYST-0-13662) Sec. 16: SE¼, E½SW¼
(WYST-0-13663) Sec. 16: NW¼, W½SW¼

81. Charles P. Budd (Pat.) **Township 29 North, Range 113 West of the 6th P.M.,**
Sec. 10: N½NE¼, SW¼NE¼

82. W-03064 **Township 29 North, Range 113 West of the 6th P.M.,**
Sec. 31: NE¼SW¼

83. E-023646 **Township 28 North, Range 113 West of the 6th P.M.,**
Sec. 7: NE¼, N½SE¼, SE¼SE¼
Sec. 18: E½NE¼

4. This Affidavit is filed for the purpose of establishing the fact of the death of said ALBERT J. HARRIS, who was the owner with MARY R. HARRIS of an estate by the entireties in the above-described property, and to make an official record on the termination of the interests of ALBERT J. HARRIS in and to said property and the vesting of the same in MARY R. HARRIS, his surviving spouse, whose address is 48856 Oak Arbor Court, Shelby Township, Michigan 48317, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 19 day of June, 2001.

Mary R. Harris
MARY R. HARRIS

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this 19th day of June, 2001, by MARY R. HARRIS.
Witness my hand and official seal.

Elaine C. Zuccaro
Notary Public

My Commission expires:

ELAINE C. ZUCCARO
Notary Public, Macomb County, MI
My Commission Expires Aug. 22, 2001

NOTARY PUBLIC

PREPARED IN THE LAW OFFICE OF:

Van Graham
P.O. Box 1060
Boiling Springs, NC 28017

LF 2001-0319

CF

STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH

CERTIFICATE OF DEATH

STATE FILE NUMBER
1493393

TYPE/PRINT IN PERMANENT BLACK INK

NAME OF DECEDENT FOR USE BY PHYSICIAN OR INSTITUTION

DECEDENT

1 DECEDENT'S NAME (First, Middle, Last): ALBERT J. HARRIS

2 SEX: Male

3 DATE OF DEATH (Month, Day, Year): May 30, 2001

4a AGE - Last Birthday (Years): 59

4b UNDER 1 YEAR: MONTHS / DAYS

4c UNDER 1 DAY: HOURS / MINUTES

5 DATE OF BIRTH (Month, Day, Year): November 27, 1941

6 COUNTY OF DEATH: Oakland

7a LOCATION OF DEATH (Enter place officially pronounced dead in 7a, 7b, 7c) HOSPITAL OR OTHER INSTITUTION - Name (If not in either, give street and number): William Beaumont Hospital - Troy

7b IF HOSP OR INST (Inpatient, Op /Emer Room, DOA (Specify): Inpatient

7c. CITY, VILLAGE, OR TOWNSHIP OF DEATH: Troy

8 SOCIAL SECURITY NUMBER: 362-38-7301

9a. USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): Quality Control Inspector

9b KIND OF BUSINESS OR INDUSTRY: Automotive

10a CURRENT RESIDENCE - STATE: Michigan

10b COUNTY: Oakland

10c. LOCALITY (Check one box and specify)
☐ INSIDE CITY OR VILLAGE OF
☐ TWP OF Pontiac

10d STREET AND NUMBER: 38 East Rutgers

10e ZIP CODE: 48340

11 BIRTHPLACE (City and State or Foreign Country): Pontiac, Michigan

12 MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify): Married

13 SURVIVING SPOUSE (If wife, give name before first married): Mary Deicheldor

14 WAS DECEDENT EVER IN U S ARMED FORCES? (Specify Yes or No): NO

15 ANCESTRY - Mexican, Puerto Rican, Cuban, Central or South American, Chicano, other Hispanic, Afro-American, Arab, English, French, Finnish, etc (Specify below): Welsh/German

16 RACE - American Indian, Black, White, etc If Asian, give nationality i.e., Chinese, Filipino, Asian Indian, etc (Specify below): 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): Albert J. Harris

19 MOTHER'S NAME (First, Middle, Surname before first married): Geraldine Harding

INFORMANT

20a INFORMANT'S NAME (Type/Print): Mary Harris

20b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Village, State, ZIP Code): 30 East Rutgers, Pontiac, Michigan 48340

DISPOSITION

21 METHOD OF DISPOSITION - Burial, Cremation, Removal, Donation, Other (specify): Cremation

22a PLACE OF DISPOSITION (Name of Cemetery, Crematory, or other place): Perry Mount Park Cemetery

22b LOCATION - City or Village, State: Pontiac, Michigan

23 SIGNATURE OF FUNERAL SERVICE LICENSEE: [signature]

24 LICENSE NUMBER (of Licensee): 5336

25 NAME AND ADDRESS OF FACILITY: Huntoon Funeral Home, Inc. 48340
79 Oakland Avenue, Pontiac, Michigan

CAUSE OF DEATH

26 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. Multiple organ dysfunction syndrome — DUE TO (OR AS A CONSEQUENCE OF) — days
b. Acute respiratory distress syndrome — DUE TO (OR AS A CONSEQUENCE OF) — days
c. Infection pneumonia — DUE TO (OR AS A CONSEQUENCE OF) — days
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 contributing to death but not resulting in the underlying cause given in Part I: Atrial fibrillation, carcinoma of lung, radiation pneumonitis

27a WAS AN AUTOPSY PERFORMED? (Yes or No): NO

27b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or No): NO

CERTIFIER

28 ACTUAL PLACE OF DEATH (Home, Nursing Home, Hospital, Ambulance) (Specify): Hospital

29 WAS CASE REFERRED TO MEDICAL EXAMINER? (Specify Yes or No): NO

CERTIFYING PHYSICIAN

30a 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]

30b DATE SIGNED (Mo., Day, Yr.): 5/31/01

30c TIME OF DEATH: 12:25 P M

30d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

MEDICAL EXAMINER

31a (Check one only)
☐ The case reviewed and determined not to be a medical examiner's case
☐ On the basis of examination and of investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated

(Signature and Title):

31b DATE SIGNED (Mo., Day, Yr.):

31c CASE NUMBER:

31d PRONOUNCED DEAD (Mo., Day, Yr.): ON

31e TIME OF DEATH: M

32a NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type or Print): K. [illegible] MD 44199 Regency Dr Utica 48098

32b LICENSE NUMBER: 1C 070372

MEDICAL EXAMINER

33a ACC, SUICIDE, HOM, NATURAL OR PENDING INVEST (Specify):

33b DATE OF INJURY (Mo., Day, Yr.):

33c TIME OF INJURY: M

33d DESCRIBE HOW INJURY OCCURRED:

33e INJURY AT WORK (Specify Yes or No):

33f PLACE OF INJURY - At home, farm, street, factory, office building, etc (Specify):

33g LOCATION - Street or R F D No, City, Village or Twp, State:

B-36
Rev. 4/96

34a REGISTRAR'S SIGNATURE: Tonni L. Bartholomew

34b DATE FILED (Month, Day, Year): June 1, 2001

STATE OF MICHIGAN)
COUNTY OF OAKLAND) §

I, Tonni L. Bartholomew, Clerk of the City of Troy, Oakland County, Michigan, do hereby certify that the foregoing is a true copy of the record now remaining in my office.

Tonni L. Bartholomew

Tonni L. Bartholomew, City Clerk
City of Troy, Michigan

This copy is not valid unless displaying embossed seal and registrar signature.
WARNING! It is illegal to duplicate this copy by Photostat or photograph. VALID ONLY WITH IMPRESSED SEAL.

AFFIDAVIT

State of Wyoming)
ss.
County of SWEETWATER)

COMES NOW, Rock Springs National Bank, being sworn on oath according to law, does hereby make the following statements of fact and affirm:

1. THAT Rock Springs National Bank's mailing address is:

Rock Springs National Bank
Mortgage Servicing Department
P.O. Box 880
Rock Springs, Wyoming 82902

2. THAT DAVID L. NORMAN (Name) is COMMERCIAL LOAN OFFICER (Title) of Rock Springs National Bank (RSNB) and as such is legally able to bind RSNB by their signature.

3. THAT RSNB holds a Construction Mortgage, as filed in the office of the County Clerk of Sublette County, Wyoming, in Book 83, MTG., page 239, on a tract of land described therein.

4. THAT the mortgagor is Gibraltar Holdings, LLC, a Wyoming Limited Liability Company.

5. THAT RSNB does hereby approve and confirm the plat of the Amended Block Two of the Pinedale Estates Addition as filed in the office of the Clerk of Sublette County, Wyoming, in Book 72, MISC., page 273.

Rock Springs National Bank

D. L. Norman

DAVID L.NORMAN (Name) COMMERCIAL LOAN OFFICER (Title)

The foregoing instrument was acknowledged before my by Rock Springs National Bank by DAVID L.NORMAN this 13TH day of JULY, 2001.

Witness my hand and official seal.

Paula Starkey
Notary Public

My Commission expires: JANUARY 15, 2005

285308

PAULA STARKEY - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 15, 2005

RECORDED July 18 2001 9:40AM
IN BOOK 72 MISC. PAGE 385
FEES $6.00 Mary L. Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Saxton

285345

RECORDED Jul 20 2001 01 230P M
IN BOOK 72 MISC PAGE 386
FEES $ 10.00 Mayme L Ball COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

THIRD JUDICIAL DISTRICT

In re Probate Proceedings in the State of Idaho on the estate of Mayme Ball Devine, deceased, and admitting certified copies of said proceedings to record in the above Court.

Probate No. 1777

FILED

JUL 19 2001

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

ORDER ADMITTING FOREIGN PROBATE PROCEEDINGS

This matter comes on regularly for hearing upon the petition of June Gfeller filed herein on the 4th day of June, 2001, praying for admission to record of certified copies of proceedings upon the estate of Mayme Ball devine, deceased, had and taken in the District Court of the Fifth Judicial District, State of Idaho, as original proceedings in this Court and conclusive evidence of the facts therein shown, said petition having heretofore been set for hearing on the 2nd day of July, 2001, at the hour of ten o'clock in the forenoon, notice thereof having been duly given by publication in the manner and for the time as required by law, proof of said publication being on file herein, and no objections to the said petition appearing and the time for filing objections being now expired;

And further the Court finds that certified copies of

a- Application of June Gfeller for informal appointment of personal representatve, and informal probate of will; and
b- Order of the Court appointing June Gfeller executrix of the said estate; and
c- Inventory of the estate of the decedent, Mayme Ball Devine, and
d- Final Decree of Distribution of the estate, and showing no debts;

upon the estate of Mayme Ball Devine, deceased, as the same appear of record in the District Court, Fifth Judicial District, for the State of Idaho are on file herein as required by law, and further that the estate has no debts and the value of the decedent's estate in Wyoming did not exceed Seventy Thousand dollars at death, and further that Mayme Ball Devine, deceased, did at

her death own real property situate in the County of Sublette and State of Wyoming described as follows, to-wit:

TOWNSHIP 34 NORTH, RANGE 112 WEST OF THE 6TH P. M.

Section 6: S1/2NW1/4, and

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P. M.

Section 1: S1/2NE1/4.

Now therefore, upon the motion of John S. Mackey, as attorney for the petitioner, June Gfeller, and no objections appearing or being made thereto,

The Court does order that the certified copies of proceedings had and conducted upon the estate of Mayme Ball Devine, deceased, in the District Court of the Fifth Judicial District Court of the State of Idaho, consisting of the

a- Application of June Gfeller for informal appointment of personal representatve, and informal probate of will; and
e- Order of the Court appointing June Gfeller executrix of the said estate; and
f- Inventory of the estate of the decedent, Mayme Ball Devine, and
g- Final Decree of Distribution of the estate, and showing no debts;

as hereinabove set forth and described, be and the same are admitted to record in this Court, and said proceedings and certified copies thereof shall hereafter be considered and treated as original proceedings in this Court and as conclusive evidence of the facts therein shown;

And further ordered that the following described real property situate in the County of Sublette and State of Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 112 WEST OF THE 6TH P. M.

Section 6: S1/2NW1/4, and

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P. M.

Section 1: S1/2NE1/4.

did, under the aforesaid proceedings vest in June Gfeller, the petitioner herein.

Dated this 18th day of July, 2001.

D. Terry Rogers, 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

State of Wyoming

Office of the Secretary of State

285367

RECORDED July 23 2001 10:05AM
IN BOOK 72 Misc. PAGE 389
FEES $ 8.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sweeten

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 issuances of this certificate have been fulfilled.

CERTIFICATE OF MERGER

OF

CONWEST EXPLORATION (DELAWARE) INC. (DE) NERD ENTERPRISES, INC.(WY), MCMURRAY PIPELINE CO. (WY)
merged into: MCMURRY OIL COMPANY (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 29TH day of DECEMBER A.D., 2000.

Joseph B Meyer
Secretary of State

By Lucia Medina

[redacted]

STATE OF WYOMING
Secretary of State
I hereby certify that this is a true and complete copy of the public document as filed in this office.

Joseph B Meyer
Secretary of State

By: Shawn Cochran

Date: June 13, 2001

391

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

WITHIN AND FOR SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF ALDO A. COSTANTINO, deceased.

Probate No. 1229

FILED

JUL 19 2001

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

DECREE OF DISTRIBUTION PURSUANT TO SECTION 2-1-205, W.S., 1977

ANGIE COSTANTINO, the person named in the Last Will of ALDO A. COSTANTINO to be personal representative of the estate of ALDO A. COSTANTINO having heretofore filed herein an Application for Decree Pursuant to Section 2-1-205, W.S., 1977;

And said Application for Decree Pursuant to Section 2-1-205, W.S., 1977, 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. That the Application filed herein was prepared pursuant to Wyoming Statutes 2-1-205.

2. That ALDO A. COSTANTINO, died testate on September 30, 1982, in Rock Springs, Sweetwater County, Wyoming, and that said decedent at the time of his death left estate consisting of real property located in Sublette County, in the State of Wyoming.

3. That the assets of said estate located in Sublette County, Wyoming, consist of an undivided one-fifth (1/5) ownership in real property, described as follows:

Lot Numbered Five (5), Bock Numbered Three (3), of the K&M Addition to the Town of Pinedale, Sublette County, Wyoming

having a value on September 30, 1982 of: $1,700.00.

4. That ALDO A. COSTANTINO left surviving him the following who would have under the probate laws of the State of Wyoming, the right to succeed to the property of said ALDO A. COSTANTINO.

Name, Address and Relationship	Share of Estate
Angie Costantino, Spouse 406 Q Street	All

5. That the value of the entire estate, wherever located, less liens and encumbrances, does not exceed the sum of Seventy Thousand and No/100 Dollars ($70,000.00), and filed herein is a Report of Appraisal with respect to the real property contained in the above-entitled estate.

285411

RECORDED July 23 2001 4:15 PM
IN BOOK 72 Misc. PAGE 391
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sosta

6. That thirty (30) days have elapsed since the death of the decedent. A copy of the death certificate of the decedent is attached to the Application filed herein as "Exhibit A".

7. That no application for appointment of a personal representative is pending or has been granted in any jurisdiction.

8. That the above-named distributee is entitled to payment or delivery of the property of said decedent, and there are no other distributees of the decedent having a right to succeed to the property under probate proceedings.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the following be, and ANGIE COSTANTINO is hereby, determined to be the sole heir of ALDO A. COSTANTINO, deceased, and that the following real property hereinafter described be, and it is hereby, set over to ANGIE COSTANTINO:

All of decedent's right, title and interest in and to the following described real property:

Lot Numbered Five (5), Bock Numbered Three (3), of the K&M Addition to the Town of Pinedale, Sublette County, Wyoming

to the following:

Angie Costantino
406 Q Street
Rock Springs, WY 82901

to have and to hold unto herself, her heirs and assigns forever.

DATED this 17th day of July, 2001.

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 TRUE AND COMPLETE COPY.
SIGNED

JUDGE

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 20th day of July, 2001, by and between **EDNA MAE DALTON,** a single woman, as Seller, to **ROBERT F. SUDERS, JR. and TAMARA S. SUDERS,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, as Buyers, the Sellers did agree to sell and the Buyers did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

> Lot One (1), 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.
> 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 785, Big Piney, WY 83113.

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

DATED this 20th day of July, 2001.

Seller:

Edna Mae Dalton
EDNA MAE DALTON

285433 DATED this 24th day of July, 2001.

RECORDED July 24 2001 3:00PM
IN BOOK 72 Misc. PAGE 393
FEES $ 8.00 Mary L. Lythgoe COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Sueters

Buyers:

Robert F. Suders
ROBERT F. SUDERS, JR.

Tamara S. Suders
TAMARA S. SUDERS

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by EDNA MAE DALTON, this 20th day of July, 2001.

WITNESS my hand and official seal.

Kathleen W. Carlson
NOTARY PUBLIC

My Commission Expires: 9/29/2004

KATHLEEN W. CARLSON - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 9/29/04

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by ROBERT F. SUDERS, JR. and TAMARA S. SUDERS, this 24th day of July, 2001.

WITNESS my hand and official seal.

Kathleen W. Carlson
NOTARY PUBLIC

My Commission Expires: 9/29/04

KATHLEEN W. CARLSON - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 9/29/04

AFFIDAVIT TO ESTABLISH RIGHTS OF SURVIVORSHIP

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

Nancy V. Yedinak of lawful age, being first duly sworn according to law, upon her oath, deposes and says as follows:

1. Paul R. Yedinak and your affiant, Nancy V. Yedinak, were married to each other on April 7, 1945, and were husband and wife until the death of Paul R. Yedinak on June 18, 2001.

2. Paul R. Yedinak died at Tucson, Arizona, on June 18, 2001.

3. Paul R. Yedinak was also known as Paul R. Yedinak, M.D.

4. Your affiant, Nancy V. Yedinak, is the surviving spouse of Paul R. Yedinak, a/k/a Paul R. Yedinak, M.D.; that there is attached hereto a certified copy of the official death certificate of said Paul R. Yedinak, a/k/a Paul R. Yedinak, M.D., certified by the State Registrar of the State of Arizona, the public authority in which such original death certificate is now a matter of record.

5. That on the 3rd day of December, 1973, Paul R. Yedinak, M.D., and your affiant, Nancy V. Yedinak, as husband and wife, as tenants of an estate by the entireties with full right of survivorship had conveyed unto them the following described real property from Frank J. Favazzo and Francine F. Favazzo, husband and wife, to-wit:

> Lot Five (5), Favazzo Subdivision No. Two (2), as the same appears of record on the plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in the United States Patents; SUBJECT TO easements and rights of way of record or in use; and SUBJECT TO reasonable building restrictions to be filed at a later date.

Which said real property was then vested in Paul R. Yedinak, M.D., and Nancy V. Yedinak, husband and wife, as tenants of an estate by the entireties with full right of survivorship, pursuant to said Warranty Deed dated December 3, 1973, and filed in the Office of the County Clerk and Ex-Officio Register of Deeds in and for Sublette County, Wyoming, on January 9, 1974, in Book 16 Deeds, Page 635, No. 139887.

285437

RECORDED July 24 2001 4:05 PM
IN BOOK 72 Miscellaneous PAGE 395
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

6. That the said Paul R. Yedinak, a/k/a Paul R. Yedinak, M.D., who is now deceased and who is referred to in the above described Warranty Deed as Paul R. Yedinak, M.D., and who is referred to in the certificate of death attached hereto as Exhibit "A" as Paul R. Yedinak and who is referred to above as the spouse of your affiant, Nancy V. Yedinak, is one and the same person.

7. The said real property described above in paragraph 5 was held by Paul R. Yedinak, M.D., and your affiant, Nancy V. Yedinak, as husband and wife, as tenants of an estate by the entireties with full right of survivorship, and said estate in the above-mentioned Deed was terminated by the death of Paul R. Yedinak, a/k/a Paul R. Yedinak, M.D., on June 18, 2001, and your affiant, Nancy V. Yedinak, as surviving spouse of the deceased, Paul R. Yedinak, a/k/a Paul R. Yedinak, M.D., is now the sole owner of said real property described in paragraph 5 above.

8. That this affidavit is made, in accordance with the provisions of §2-9-102 Wyoming Statutes Annotated, 2001 Edition, and that the official certificate of death for Paul R. Yedinak, a/k/a Paul R. Yedinak, M.D., is attached hereto as Exhibit "A" and by this reference made a part hereof and incorporated herein and said Exhibit "A" is a copy of the official death certificate of the decedent, Paul R. Yedinak, a/k/a Paul R. Yedinak, M.D., certified to by the proper authority in the County of Pima, in the State of Arizona, and which such original death certificate is made of record.

DATED this 24 day of July, 2001.

Nancy V. Yedinak
NANCY V. YEDINAK

Subscribed in my presence and sworn to before me by Nancy V. Yedinak, a single person and the surviving spouse of Paul R. Yedinak, a/k/a Paul R. Yedinak, M.D., this 24th day of July, 2001.

Witness my hand and official seal.

(SEAL)

Brenda Kennedy
Notary Public
Deputy Clerk

My commission expires:
01-03

CERTIFICATION OF VITAL RECORD

STATE OF ARIZONA

STATE OF ARIZONA
DEPARTMENT OF HEALTH SERVICES - OFFICE OF VITAL RECORDS

CERTIFICATE OF DEATH

NAME OF DECEDENT	PAUL	K.	[redacted]	[redacted] JUNE 18, 2001
SEX	MALE	[redacted]		
PLACE OF BIRTH	PIMA	TUCSON	[redacted]	
DATE OF BIRTH	MAY 8, 1921	80	[redacted]	[redacted]
STATE OR FOREIGN COUNTRY OF BIRTH	NEW YORK, NEW YORK	[redacted]	[redacted]	[redacted]
RESIDENCE	WYOMING	SUBLETTE	[redacted]	[redacted]
STREET ADDRESS OR RURAL ROUTE	22 SKY VIEW DR.	[redacted]	[redacted]	[redacted]
FATHER'S NAME	PAUL	[redacted]	[redacted]	RALPH
INFORMANT'S SIGNATURE	/S/ NANCY [redacted]	[redacted]	[redacted]	[redacted]
BURIAL, CREMATION, REMOVAL, OTHER (Specify)	CREMATION	6-21-2001	[redacted]	[redacted]
FUNERAL HOME	GREEN VALLEY MORTUARY	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	JUNE [redacted] 2001	[redacted]	[redacted]	[redacted]
[redacted]	JACK [redacted]	[redacted]	[redacted]	[redacted]
[redacted]	JUN. 27, 2001	[redacted]	[redacted]	[redacted]
[redacted]	AORTIC RUPTURE	[redacted]	[redacted]	[redacted]
[redacted]	AORTIC DISSECTION	[redacted]	[redacted]	1 HOUR
[redacted]	CHRONIC DISEASE	[redacted]	[redacted]	[redacted]
[redacted]	DIABETES AND RENAL DISEASE	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

CERTIFICATE OF VITAL RECORDS
STATE OF ARIZONA
COUNTY OF PIMA
DATE ISSUED

856851

PIMA A

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

TERMINATION OF AGRICULTURAL LEASE

WHEREAS, on 6/1/99 CHARLES DONALD CHRISTMANN, AS TRUSTEE OF THE CHARLES DONALD CHRISTMANN 1984 TRUST as Lessor, and CHARLES DONALD CHRISTMANN, as Lessee, did enter into a certain Agricultural Lease Agreement concerning certain real property located in Sublette County, Wyoming; and,

WHEREAS, said Agricultural Lease Agreement was recorded at Book 70 of Miscellaneous, Page 91, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, both Lessor and Lessee now wish to terminate said Agricultural Lease Agreement for the mutual benefit of both parties;

NOW THEREFORE, in consideration of the mutual execution of this document by both parties, the undersigned parties do hereby declare that the abovedescribed Agricultural Lease Agreement is hereby terminated and of no further force and effect as of the date this document is executed by both parties. The real property released by this document is described as:

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:	NE1/4;
Section 22:	N1/2NW1/4, SW1/4NW1/4;

DATED this 25th day of July, 2001.

285457

RECORDED July 25 2001 2:15 PM
IN BOOK TR Misc PAGE 398
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By: [illegible]

The Charles Donald Christmann 1984 Trust:

BY: Charles Donald Christmann
CHARLES DONALD CHRISTMANN,
Trustee

DATED this 25th day of July, 2001.

Charles Donald Christmann
CHARLES DONALD CHRISTMANN

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Termination of Agricultural Lease was acknowledged before me by CHARLES DONALD CHRISTMANN, as Trustee of The Charles Donald Christmann 1984 Trust, this 25th day of July, 2001.

WITNESS my hand and official seal.

Sandra Adams
NOTARY PUBLIC

My Commission Expires: 8-17-04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8-17-04

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing Termination of Agricultural Lease was acknowledged before me by CHARLES DONALD CHRISTMANN, this 25th day of July, 20 01.

WITNESS my hand and official seal.

Sandra Adams
NOTARY PUBLIC

My Commission Expires: 8-17-04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8-17-04

RELEASE OF FIRST REFUSAL

COME NOW **ROBERT B. AUFLICK and JAN L. AUFLICK,** husband and wife, and hereby release Lots Thirty-Four (34), Thirty-Eight (38) and Forty-Two (42) of the Thunder Subdivision, Sublette County, Wyoming, from that certain Right Of First Refusal as reserved in the Memorandum Of Agreement recorded 12/4/78 in Book 34 of Misc., Page 675 in the office of the Sublette County Clerk, Sublette County, Wyoming.

DATED this 18th day of July, 20 01.

ROBERT B. AUFLICK

JAN L. AUFLICK

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing **Release Of First Refusal** was acknowledged before me by ROBERT B. AUFLICK and JAN L. AUFLICK, this 18th day of July, 20 01.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

February 9, 2005

SUSAN PEREA NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Feb. 9, 2005

285460

RECORDED July 25 A.D. 01 3:35 P.M.
IN BOOK 72 Misc. PAGE 400
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Santa

UNITED STATES POSTAL SERVICE

Lease

Facility Name/Location
CORA - MAIN OFFICE (571976-001)
CORA STORE CORA, WY 82925-9998

SUBLETTE COUNTY
Project: ~~B61699~~ E56801

This LEASE, made and entered into by and between JOHN B LUDWIG AND JOANNE M LUDWIG hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 9, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' Section A, attached hereto and made a part hereof.

Upon which is a One story log building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	554	Joint Use/Common Areas:	
Platform			
Parking and Maneuvering			
Other:			
Driveway			
Landscaping			
Sidewalks			

285543
RECORDED Jul 30 2001 12:35PM
IN BOOK 72 MISC PAGE 401
FEES $ 42.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Postal Service shall have rights of ingress and egress to the Cora Store and parking in order to access postal leased space.

Total Site Area: 1,000

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: $4,080.00

Four Thousand Eighty and 00/100 Dollars

payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be disbursed as follows:

payable to:
JOHN B LUDWIG AND/OR JOANNE M LUDWIG
P O BOX 41
CORA WY 82925-0041

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

3. TO HAVE AND TO HOLD the said premises with their appurtenances:

FIXED TERM: The term beginning 06/20/2001 and ending 06/19/2011 for a total of 10 years. (Dates to be inserted by the Contracting Officer upon completion and acceptance of the expansion project by the Postal Service).

INITIAL

UNITED STATES POSTAL SERVICE.

Lease

4. RENEWAL OPTIONS: The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

RENEWAL OPTION	EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
1	06/20/2011	06/19/2016	$4,320.00
2	06/20/2016	06/19/2021	$4,620.00

INITIAL

provided that notice is sent, in writing, to the Lessor at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 30 days written notice to the Lessor.

6. UTILITIES, SERVICES, AND EQUIPMENT: Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: (See Lessor Obligations of General Conditions (A.24) and/or attached addendum for definitions.)

Heating System, Light Fixtures, Sewerage System and Service, Electrical System, Water System and Service, Postal Service shall pay for separately metered electricity and LP gas usage.

7. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:

Maintenance Rider - Lessor (M-1), Postal Service shall be responsible for snow removal of area immediately in front of Cora Store area. Postal Service shall also be responsible for janitorial and trash removal services for leased area. This lease, upon its effective date, shall cancel and supersede the lease dated 3/24/92, and subsequently amended 9/17/96.

8. The undersigned has completed the 'Representations and Certifications.' (See Section B).

9. LEGAL DESCRIPTION:

Postal Service space is located wihin the Cora Store, located on a parcel wihin the SW 1/4, SW 1/4, Section 3, Township 34 North, Range 110 West of the 6th P.M., Sublette County, Wyoming.

UNITED STATES POSTAL SERVICE.

Lease

EXECUTED BY LESSOR this 18th day of SEPTEMBER, 2000.

ALL INDIVIDUAL OFFERORS MUST SIGN

John B. Ludwig
Print Name & Title

X [signature]
Signature

Joanne M. Ludwig
Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address: JOHN B LUDWIG AND JOANNE M LUDWIG

P O BOX 41 CORA WY 82925-0041

Telephone No: (307)367-2233

Taxpayer ID: 345-16-1572

[redacted]
Witness

Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 11-3-2000

GREG EYMANN
Contracting Officer

[signature]
Signature of Contracting Officer

DENVER FACILITIES SERVICE
8055 E TUFTS AVE
DENVER CO 80237-2881
Address of Contracting Officer

[redacted] [redacted] [redacted]

UNITED STATES POSTAL SERVICE.

Lease

EXECUTED BY LESSOR this X 25th day of X SEPTEMBER, X 2000.

ALL INDIVIDUAL OFFERORS MUST SIGN

John B. Ludwig Print Name & Title	X Signature
Joanne M. Ludwig Print Name & Title	X Joanne M. Ludwig Signature
Print Name & Title	Signature
Print Name & Title	Signature
Print Name & Title	Signature
Print Name & Title	Signature
Print Name & Title	Signature

Lessor, Address: JOHN B LUDWIG AND JOANNE M LUDWIG

P O BOX 41 CORA WY 82925-0041

Telephone No: (307)367-2233

Taxpayer ID: 345-16-1572

X Marie A. Rathband
Witness

Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 11-3-2000

GREG EYMANN
Contracting Officer

Signature of Contracting Officer

DENVER FACILITIES SERVICE
8055 E TUFTS AVE
DENVER CO 80237-2881
Address of Contracting Officer

UNITED STATES POSTAL SERVICE.

Addendum

Facility Name/Location CORA - MAIN OFFICE (571976-001)
CORA STORE CORA, WY 82925-9998

County: SUBLETTE
Project: E61699

Lessor shall allow Postal Service to tie into existing water well and septic system. As long as Postal Service is tied into the water well and septic system, they shall be responsible for cost sharing to maintain and service these systems. This cost sharing shall equate to an equal split between the Postal Service and the lessor. Upon completion of any service or maintenance to one, or both, of the systems the lessor will submit copy of paid invoice to the Postmaster, who in turn will process for reimbursement to the lessor for the Postal Service's share.

[redacted] [redacted] [redacted]

UNITED STATES POSTAL SERVICE.

Form of Acknowledgment for Individuals

STATE OF Colorado

COUNTY OF Denver

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

x JOHN B. LUDWIG

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

who is known to me to be the same person(s) who executed the foregoing lease, and who acknowledged that said person(s) signed, sealed and delivered the same as said person(s)'s free and voluntary act for the uses and purposes therein set forth.

Witness my hand and notarial seal, in the County and State aforesaid,
this 18 day of September, 2000

NOTARIAL SEAL

NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires 1-2-2002

REACKIND(July 96, v1.12, P)

UNITED STATES POSTAL SERVICE.

Form of Acknowledgment for Individuals

STATE OF X Wyoming

COUNTY OF X Sublette

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

X Joanne M. Ludwig
(Identify individual party to the lease)

X
(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

(Identify individual party to the lease)

who is known to me to be the same person(s) who executed the foregoing lease, and who acknowledged that said person(s) signed, sealed and delivered the same as said person(s)'s free and voluntary act for the uses and purposes therein set forth.

Witness my hand and notarial seal, in the County and State aforesaid,
this X 25th day of X September, X2002

LUANNE S. FREEMAN - NOTARY PUBLIC
NOTARIAL SEAL
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 07-11-02

X Luanne S. Freeman
Notary Public

My commission expires X 07-11-02.

REACKIND(July 96, v1.12, P)

[redacted] [redacted] [redacted]

UNITED STATES POSTAL SERVICE.

General Conditions to USPS Lease

SECTION A

A.1 CHOICE OF LAW

This Lease shall be governed by federal law.

A.2 DEFINITIONS

As used in this contract, the following terms have the following meanings:

a. "Contracting officer" means the person executing this contract on behalf of the Postal Service, and any other employee who is a properly authorized contracting officer; the term includes, except as otherwise provided in the contract, the authorized representative of a contracting officer acting within the limits of the authority conferred upon that person.

b. "Successful offeror," "offeror," "owner", "contractor," or "Lessor" are interchangeable and refer to the party whose proposal is accepted by the Postal Service.

c. "Lease" and "agreement" are interchangeable and refer to this document, including all riders and attachments thereto.

A.3 EXECUTION REQUIREMENTS

a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the offeror is married, the husband or wife of the offeror must also execute the Lease. The offeror must submit adequate evidence of title.

b. If the offeror is a general partnership, each member must sign.

c. If the offeror is a limited partnership, all general partners must sign.

d. Where the offeror is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.

e. Where the offeror is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.

f. Where the offeror is a corporation, leases and lease agreements entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.

g. Where the offeror is a corporation, municipal corporation, fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the municipal corporation, fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.

h. Notices. Any notice to Lessor provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed to Lessor at the address specified on page 3 of the Lease, or at an address that Lessor has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed, addressed to "Contracting Officer, U.S. Postal Service" at the address specified on page 3 of the Lease, or at an address that the Postal Service has otherwise directed in writing.

A.4 MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the offeror must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the offeror must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

A.5 EQUAL OPPORTUNITY

a. The contractor may not discriminate against employees or applicants because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This action must include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants, notices provided by the contracting officer setting forth the provisions of this clause.

b. The contractor must, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.

c. The contractor must send to each union or workers' representative with which the contractor has a collective bargaining agreement or other understanding, a notice, provided by the contracting officer, advising the union or workers' representative of the contractor's commitments under this clause, and must post copies of the notice in conspicuous places available to employees and applicants.

d. The contractor must comply with all provisions of Executive Order (EO) 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor must furnish all information and reports required by the Executive order, and by the rules, regulations, and orders of the Secretary, and must permit access to the contractor's books, records, and accounts by the Postal Service and the Secretary for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

f. If the contractor fails to comply with this clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part; the contractor may be declared ineligible for further contracts in accordance with the Executive order; and other sanctions may be imposed and remedies invoked under the Executive order, or by rule, regulation, or order of the Secretary, or as otherwise provided by law.

g. The contractor must insert this clause, including this paragraph g, in all subcontracts or purchase orders under this contract unless exempted by Secretary of Labor rules, regulations, or orders issued under the Executive order. The contractor must take such action with respect to any such subcontract or purchase order as the Postal Service may direct as a means of enforcing the terms and conditions of this clause (including sanctions for noncompliance), provided, however, that if the contractor becomes involved in, or is threatened with, litigation as a

result, the contractor may request the Postal Service to enter into the litigation to protect the interests of the Postal Service.

h. Disputes under this clause will be governed by the procedures in 41 CFR 60-1.1.

A.6 FACILITIES NONDISCRIMINATION

a. As used in this clause, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.

b. The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, religion, color, age, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges, accommodations, and activities provided thereby.

c. It is agreed that the Lessor's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Postal Service in acquiring substitute space, including but not limited to the cost of moving to such space.

d. The Lessor agrees to include, or to require the inclusion of the foregoing provisions of this clause (with the terms "Lessor" and "Lease" appropriately modified) in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that it will take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this clause, including but not limited to termination of the agreement or concession.

A.7 RESERVED

A.8 CONTINGENT FEES

a. The contractor warrants that no person or selling agency has been employed or retained to solicit or obtain this contract for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies employed by the contractor for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability or to deduct from the contract price or otherwise recover the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

A.9 ASSIGNMENT OF CLAIMS

a. If this contract provides for payments aggregating $10,000 or more, claims for moneys due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. The contracting officer;

2. The surety or sureties upon any bond; and

3. The office, if any, designated to make payment, and the contracting officer has acknowledged the assignment in writing.

b. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that: 1. such transfer is subject to this agreement; and 2. both the original lessor and the successor lessor execute the standard Lease Assignment and Assumption form to be provided by the USPS Contracting Officer.

A.10 COMPLIANCE WITH OSHA STANDARDS

The Lessor must (i) comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations, Part 1910, promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970; (ii) comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with (i); and (iii) take all other proper precautions to protect the health and safety of (a) any laborer or mechanic employed by the Lessor in performance of this agreement, (b) Postal Service employees, and (c) the public. The Lessor must include this clause in all subcontracts hereunder and to require its inclusion in all subcontracts of a lower tier. The term "Lessor" as used in this clause in any subcontract must be deemed to refer to the subcontractor.

A.11 EXAMINATION OF RECORDS

a. The Postal Service and its authorized representatives will, until three years after final payment under this contract, or for any shorter period specified for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract.

b. The contractor agrees to include in all subcontracts under this contract a provision to the effect that the Postal Service and its authorized representatives will, until three years after final payment under the subcontract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes:

1. Purchase orders; and

2. Subcontracts for public utility services at rates established for uniform applicability to the general public.

A.12 YEAR 2000 WARRANTY (REAL PROPERTY CONTRACTS)

The contractor warrants that all building systems required under this contract (including, but not limited to, HVAC, electrical, lighting, elevator, or security/alarm systems) which contain or are managed, governed, or regulated in any manner by date-sensitive computer hardware or software, will suffer no failure, irregularity, or interruption of service based on failure accurately to process date data from, into, and between the twentieth and twenty-first centuries, including recognizing the year 2000 as a leap year. For breach of this warranty, the Postal Service may require the contractor to repair or replace those portions of any building system not performing as stated above.

The Postal Service may enforce this clause prior to January 1, 2000, if testing of any system before that date results in a failure, irregularity, or

interruption of service as described above. Accordingly, systems must permit user-programmed date changes sufficient to simulate time periods beginning with any future date, including without limitation December 31, 1999. Nothing in this warranty may be construed to limit any rights or remedies the Postal Service may otherwise have under this contract with regard to Year 2000 compliance or any other defects or failures.

A.13 CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. . The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d.

1. A claim by the contractor must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the contractor is subject to a written decision by the contracting officer.

2. For contractor claims exceeding $100,000, the contractor must submit with the claim the following certification:

> "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the contractor."

3. The certification may be executed by any person duly authorized to bind the contractor with respect to the claim.

e. For contractor claims of $100,000 or less, the contracting officer must, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor-certified claims over $100,000, the contracting officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made.

f. The contracting officer's decision is final unless the contractor appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a contractor, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in d(2) of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h.. The Postal Service will pay interest on the amount found due and unpaid from:

1. The date the contracting officer receives the claim (properly certified if required); or

2. The date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Interest clause.

j. The contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

A.14 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The following clause is applicable if this contract provides for payments aggregating $2,500 or more.

a. The contractor may not discriminate against any employee or applicant because of physical or mental handicap, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

c. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules and regulations and relevant orders of the Secretary of Labor.

d. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants, and the rights of applicants and employees.

e. The contractor must notify each union or worker's representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of section 503 of the Act and is committed to taking affirmative action to employ, and advance in employment, handicapped individuals.

f. The contractor must include this clause in every subcontract or purchase order over $2,500 under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so its provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.15 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

If this contract provides for payments aggregating $10,000 or more, the following clause is applicable.

a. The contractor may not discriminate against any employee or applicant because that employee or applicant is a disabled veteran or veteran of the Vietnam era, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or

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termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the state employment service where the opening occurs. State and local government agencies holding Postal Service contracts of $10,000 or more will also list their openings with the appropriate office of the state employment service.

c. Listing of employment openings with the employment service system will be made at least concurrently with the use of any other recruitment source or effort and will involve the normal obligations attaching to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular applicant or hiring from any particular group of applicants, and nothing herein is intended to relieve the contractor from any other requirements regarding nondiscrimination in employment.

d. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it must advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. The contractor may advise the State system when it is no longer bound by this clause.

e. Paragraphs b, c, and d above do not apply to openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement. But this exclusion does not apply to a particular opening once the contractor decides to consider applicants outside its own organization or employer/union arrangements for that opening.

f. Definitions

1. All Employment Openings. This includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This also includes full-time employment, temporary employment of more than three days duration, and part-time employment. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations in which the needs of the Postal Service cannot reasonably be otherwise supplied, when listing would be contrary to national security, or when listing would not be in the best interest of the Postal Service.

2. Appropriate Office of the State Employment Service. This means the local office of the federal/state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

3. Positions That Will be Filled From Within the Contractor's Own Organization. This means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries and parent companies) and includes any openings which the contractor proposes to fill from regularly established recall lists.

4. Openings the Contractor Proposes to Fill Under a Customary and Traditional Employer/Union Hiring Arrangement. Employment openings the contractor proposes to fill from union halls as part of the customary and traditional hiring relationship existing between it and representatives of its employees.

g. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.

h. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules, regulations, and relevant orders of the Secretary.

i. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and the rights of applicants and employees.

j. The contractor must notify each union or workers' representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of the Act and is committed to taking affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

k. The contractor must include this clause in every subcontract or purchase order of $10,000 or more under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so its provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.16 GRATUITIES OR GIFTS

a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the contractor or the contractor's agent or other representative:

1. Offered or gave a gratuity or gift (as defined in 5 CFR 2635) to an officer or employee of the Postal Service; and

2. Intended by the gratuity to obtain a contract or favorable treatment under a contract.

b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

A.17 HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Lessor must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Lessor agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law is subsequently

identified on the premises, the Lessor agrees to remove such materials or substances upon notification by the U. S. Postal Service at Lessor's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Lessor, the Lessor agrees to conduct, at Lessor's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Lessor fails to remove any friable asbestos or hazardous/toxic materials or substances, or complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Lessor by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Lessor certifies:

1. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;

2. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

3. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

The Lessor hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

A.18 ADVERTISING OF CONTRACT AWARDS

Except with the contracting officer's prior approval, the contractor agrees not to refer in its commercial advertising to the fact that it was awarded a Postal Service contract or to imply in any manner that the Postal Service endorses its products.

A.19 RECORDING

This agreement or a memorandum hereof, must be recorded at the expense of the Lessor. Such expense includes all fees required for or incident to recording. If the Lessor fails to record the Lease, or a memorandum thereof, the Postal Service may record the Lease or a memorandum thereof, and deduct all costs associated therewith from future rents.

A.20 SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

A.21 ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service. Prior to expiration or termination of this lease the Postal Service may remove such alterations and improvements and restore the premises to as good condition as that existing at the time of entering upon the same under the lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Postal Service has no control, excepted. If however, at the expiration or termination of the lease or any renewal or extension thereof, the Postal Service elects not to remove such alterations and/or improvements, said alterations and/or improvements shall become the property of the Lessor and any rights of restoration are waived.

A.22 APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service.

A.23 DAMAGE OR DESTRUCTION OF PREMISES

If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection or are otherwise determined by the Postal Service to be unfit for use and occupancy, the Postal Service may:

a. terminate this lease as of the date the premises become unfit for use and occupancy, or

b. require the Lessor to repair or rebuild the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. For any period the premises, or any part thereof, are unfit for use and occupancy, the rent will be abated in proportion to the area determined by the Postal Service to be untenantable. Unfitness for use does not include unsuitability arising from such causes as design, size, or location of the premises, or

c. accomplish all repair necessary for postal occupancy and deduct all such costs, plus administrative burden from future rents.

A.24 LESSOR OBLIGATIONS

The Lessor's obligations regarding the services to be provided are further defined as follows:

a. If heating system and fuel are furnished - Lessor must furnish heating system together with all fuel required for proper operation of the system during the continuance of the Lease. The system must be in good working order and, if maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto. Any Investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Lessor, unless the release is cause by the act or negligence of the Postal Service.

b. If heat is furnished - Lessor must maintain a uniform heating temperature of 65 degrees F. in all enclosed portions of the demised premises during the continuance of the Lease.

c. If heating system is furnished - Lessor must furnish heating system in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider attached hereto. Any Investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the

Lessor, unless the release is cause by the act or negligence of the Postal Service.

d. If lighting fixtures and power are furnished - Lessor must provide light fixtures in good working order as well as pay all recurring electric bills.

e. If light fixtures are furnished - Lessor must provide light fixtures in good working order.

f. If electricity is furnished - Lessor must pay for all recurring electric bills and furnish the electrical system during the continuance of the Lease.

g. If electrical system is furnished - Lessor must furnish an electrical system in good working order having a separate electrical meter.

h. If water system and water service are furnished - Lessor must furnish a water system in good working order and pay for all recurring water bills during the continuance of the Lease.

i. If water system is furnished - Lessor must furnish a water system in good working order with separate water meter.

j. If sewerage system and sewerage service is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines and related devices, as necessary and to pay all charges, fees and other costs for such system and services during the continuance of the Lease.

k. If sewerage system is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines, and related devices, as necessary during the continuance of the Lease.

l. Future Availability of Public Water and/or Sewerage Services - Regardless of Lessor's responsibility for water and/or sewerage under this Lease, if public water and/or sewerage services are not currently available, but become available in the future, the Lessor agrees to accomplish connection, maintain, and pay all fees and costs involved in connecting the building system to the public water and/or sewerage systems. After connection, the Postal Service agrees to pay recurring charges for water consumption and use of sewerage services. If connection of such services is optional, the Postal Service will determine if the connection is to be made by the Lessor.

m. If air-conditioning equipment and operating power are provided - Lessor must furnish air-conditioning equipment together with all power required for proper operation of the equipment during the continuance of the Lease. The equipment must be in good working order and, if maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.

n. If air-conditioning equipment is furnished - Lessor must furnish air conditioning equipment in the demised premises in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider included attached hereto.

o. If air-conditioning is furnished - Lessor must maintain a uniform temperature of no greater than 78 degrees F. in all enclosed portions of the demised premises and be responsible for servicing of the air conditioning equipment including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment together with power, water and other services for its operation.

A.25 LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein are binding on the Lessor, and all heirs, executors, administrators, successors, and assigns.

A.26 RESERVED

A.27 DAVIS-BACON ACT

The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet and involves construction work over $2,000.00.

a. Minimum Wages

1. All mechanics and laborers employed in the contract work (other than maintenance work of a recurring, routine nature necessary to keep the building or space in condition to be continuously used at an established capacity and efficiency for its intended purpose) must be paid unconditionally, and not less than once a week, without deduction or rebate (except for deductions permitted by the Copeland Regulations (29 CFR Part 3)), the amounts due at the time of payment computed at rates not less than the aggregate of the basic hourly rates and rates of payments, contributions, or costs for any fringe benefits contained in the wage-determination decision of the Secretary of Labor, attached hereto, regardless of any contractual relationship alleged to exist between the Lessor, or subcontractor and these laborers and mechanics. A copy of the wage-determination decision must be kept posted by the Lessor at the site of the work in a prominent place where it can easily be seen by the workers.

2. The Lessor may discharge its obligation under this clause to workers in any classification for which the wage-determination decision contains:

(a) Only a basic hourly rate of pay, by making payment at not less than that rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(b) Both a basic hourly rate of pay and fringe-benefit payments, by paying in cash, by irrevocably contributing to a fund, plan, or program for, or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 276a, or by a combination of these.

3. Contributions made, or costs assumed, on other than a weekly basis (but not less often than quarterly) are considered as having been constructively made for a weekly period. When a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Lessor pays a cash equivalent or provides an alternative fringe benefit, the Lessor must furnish information with the Lessor's payrolls showing how the Lessor determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage-determination fringe benefits. When the Lessor provides a fringe benefit different from that contained in the wage determination, the Lessor must show how the hourly rate was arrived at. In the event of disagreement as to an equivalent of any fringe benefit, the contracting officer must submit the question, together with the contracting officer's recommendation, to the Secretary of Labor for final determination.

4. If the contractor does not make payments to a trustee or other third person, the contractor may consider as payment of wages the costs reasonably anticipated in providing bona fide fringe benefits, but only with the approval of the Secretary of Labor pursuant to a written request by the Lessor. The Secretary of Labor may require the Lessor to set aside assets in a separate account, to meet the Lessor's obligations under any unfunded plan or program.

5. The contracting officer will require that any class of laborers or mechanics not listed in the wage-determination but to be employed under the contract will be classified in conformance with the wage-determination and report the action taken to the Administrator of the Wage and Hour Division, Employment Standards Administration,

[redacted] [redacted] [redacted]

U.S. Department of Labor, Washington, D.C. 20210-0001, for approval. The contracting officer will approve an additional classification and wage rate and fringe benefits therefor only if:

(a) The work to be performed by the classification requested is not performed by a classification in the wage-determination;

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

6. If the Lessor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate and fringe benefits therefor, the contracting officer must submit the question, together with the views of the interested parties and the contracting officer's recommendation, to the Wage and Hour Administrator for final determination. The Administrator or authorized representative will, within 30 days of receipt, approve, modify, or disapprove every proposed additional classification action, or issue a final determination if the parties disagree, and so advise the contracting officer or advise that additional time is necessary. The final approved wage rate (and fringe benefits if appropriate) must be paid to all workers performing work in the classification under the contract from the first day work is performed in the classification. The Lessor will post a copy of the final determination of the conformance action with the wage-determination determination at the site of the work. (The Department of Labor information collection and reporting requirements contained in subparagraph a.5 above and in this subparagraph a.6 have been approved by the Office of Management and Budget under OMB control number 1215-0140.)

b. Apprentices and Trainees

1. Apprentices may be permitted to work only when

(a) registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or, if no such recognized agency exists in a state, under a program registered with the Bureau of Apprenticeship and Training; or

(b) if not individually registered in the program, certified by the Bureau of Apprenticeship and Training or state agency (as appropriate) to be eligible for probationary employment as an apprentice. Trainees may be permitted to work only if individually registered in a program approved by the Employment and Training Administration, U.S. Department of Labor.

2. The ratio of apprentices to journeymen or trainees to journeymen in any craft classification must not be greater than that permitted for the Lessor's entire work force under the registered apprenticeship or trainee program. Apprentices and trainees must be paid at least the applicable wage rates and fringe benefits specified in the approved apprenticeship or trainee program for the particular apprentice's or trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage-determination. If the apprenticeship or trainee program does not specify fringe benefits, apprentices or trainees must be paid in the full amount of fringe benefits listed on the wage-determination for the applicable classification unless the Administrator of Wage and Hour Division determines that a different practice prevails. Any employee listed on a payroll at an apprentice or trainee wage rate not registered, or performing work on the job site in excess of the ratio permitted under the registered program, must be paid the wage rate on the wage determination for the classification of work actually performed.

3. If the Bureau of Apprenticeship and Training or State agency recognized by the Bureau (as appropriate) withdraws approval of an apprenticeship program, or if the Employment and Training Administration withdraws approval of a trainee program, the contractor will no longer be permitted to utilize apprentices or trainees (as appropriate) at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (See 29 CFR 5.16 for special provisions that apply to training plans approved or recognized by the Department of Labor prior to August 20, 1975.)

4. The utilization of apprentices, trainees, and journeymen must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

c. Overtime Compensation

1. The Lessor may not require or permit any laborer or mechanic employed on any work under this contract to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), unless the laborer or mechanic receives compensation at a rate not less than one-and-one-half times the laborer's or mechanic's basic rate of pay for all such hours worked in excess of 40 hours.

2. For violations of subparagraph c.1 above, the Lessor is liable for liquidated damages, which will be computed for each laborer or mechanic at $10 for each day on which the employee was required or permitted to work in violation of subparagraph c.1 above.

3. The contracting officer may withhold from the Lessor sums as may administratively be determined necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages pursuant to subparagraph c.2 above.

d. Payroll and Other Records

1. For all laborers and mechanics employed in the work covered by this clause, the Lessor must maintain payrolls and related basic records and preserve them for a period of three years after contract completion. The records must contain the name, address, and social security number of each employee, the employee's correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), the daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Lessor has obtained approval from the Secretary of Labor to assume a commitment to bear the cost of fringe benefits under subparagraph a.4 above, the Lessor must maintain records showing the commitment and its approval, communication of the plan or program to the employees affected, and the costs anticipated or incurred under the plan or program. Lessors employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (The Department of Labor information collection and record keeping requirements in this subparagraph d.1 have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

2. The Lessor must submit weekly, for each week in which any work covered by this clause is performed, a copy of all payrolls to the contracting officer. The Lessor is responsible for the submission of copies of payrolls of all subcontractors. The copy must be accompanied by a statement signed by the Lessor indicating that the payrolls are correct and complete, that the wage rates contained in them are not less than those determined by the Secretary of Labor,

and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Submission of the Weekly Statement of Compliance (see 29 CFR 5.5(a)(3)(ii)) required under this agreement satisfies this requirement. As required by this clause, the Lessor must submit a copy of any approval by the Secretary of Labor. (The Department of Labor information collection and reporting requirements in this subparagraph d.2 have been approved by the Office of Management and Budget under OMB control number 1215-0149.)

3. The Lessor's records required under this clause must be available for inspection by authorized representatives of the contracting officer and the Department of Labor, and the Lessor must permit the representative to interview employees during working hours on the job.

4. The Lessor must comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3), which are hereby incorporated in this contract by reference.

e. Withholding of Funds. The contracting officer may withhold from the Lessor under this or any other contract with the Lessor so much of the accrued payments or advances as is considered necessary to pay all laborers and mechanics the full amount of wages required by this contract or any other contract subject to the Davis-Bacon prevailing wage requirements that is held by the Lessor.

f. Subcontracts

1. If the Lessor or any subcontractor fails to pay any laborer or mechanic employed on the site of the work any of the wages required by the contract, the contracting officer may, after written notice to the lessor, suspend further payments or advances to the lessor until violations have ceased.

2. The lessor agrees to insert this clause, including this paragraph f, in all subcontracts hereunder. The term "lessor" as used in this clause in any subcontract, is deemed to refer to the lower-tier subcontractor.

g. Compliance with Davis-Bacon and Related Acts Requirements. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

h. Certification of Eligibility

1. By entering into this contract, the lessor certifies that neither it or any person or firm having an interest in the lessor is ineligible to be awarded contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this contract will be subcontracted to any person or firm ineligible for contract award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Contract Termination and Debarment. A breach of this Davis-Bacon Act clause may be grounds for termination of the contract and debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

j. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract are not subject to the Claims and Disputes clause. They will be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the lessor (or any of its subcontractors) and the Postal Service, the U.S. Department of Labor, or the employees or their representatives.

A.28 BANKRUPTCY

In the event the Lessor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Lessor will furnish, by certified mail, written notification of the bankruptcy to the contracting officer responsible for administering the contract. The notification must be furnished within five days of the initiation of the bankruptcy proceedings. The notification must include the date on which the bankruptcy petition was filed, the court in which the petition was filed, and a list of Postal Service contracts and contracting officers for all Postal Service contracts for which final payment has not yet been made. This obligation remains in effect until final payment under this contract.

[redacted] [redacted] [redacted]

UNITED STATES POSTAL SERVICE.

Representations and Certifications

SECTION B

B.1 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable blocks, represents that it:

X a. Operates as ☐ a corporation incorporated under the laws of the State of WYOMING, ☒ an individual, ☐ a partnership, ☐ a joint venture, ☐ a non-profit organization, or ☐ an educational institution; and

X b. Is a ☐ small business concern, ☐ minority-owned business, ☐ woman-owned business, ☐ labor surplus area concern, ☐ educational or other non-profit organization, or ☒ none of the above entities.

c. **SMALL BUSINESS CONCERN**. A small business concern for the purposes of Postal Service procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in CFR Part 121, or if no standard has been established, then of a size employing not more than 500 employees. (Also see USPS Procurement Manual, Chapter 10, Section 1.)

d. **MINORITY-OWNED BUSINESS**. A minority-owned business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. ("Native Americans" means American Indians, Eskimos, Aleuts, and native Hawaiians. "Asian-Pacific Americans" means those whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Marianas Islands, Laos, Kampuchea, or Taiwan. "Asian-Indian Americans" means those whose origins are in India, Pakistan, or Bangladesh.)

e. **WOMAN-OWNED BUSINESS**. A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

f. **LABOR SURPLUS AREA**. A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.

1. Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.

2. Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called Area of Substantial and Persistent Unemployment) and is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.

3. Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called Area of Substantial Unemployment) and which is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.

g. **LABOR SURPLUS AREA CONCERN**. A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.

h. **EDUCATIONAL OR OTHER NON-PROFIT ORGANIZATION**. Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

B.2 PARENT COMPANY AND TAXPAYER IDENTIFICATION NUMBER

a. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

b. Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security Number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941.

Offeror's TIN:_____

c. ☐ Check this block if the offeror is owned or controlled by a parent company.

UNITED STATES POSTAL SERVICE.

Representations and Certifications

d. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____
Parent Company's Main Office Address: _____
No. and Street: _____
City: _____ State: ____ Zip Code: _____
Parent Company's TIN: _____

e. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: _____

Common Parent's TIN: _____

B.3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

a. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

1. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;

2. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and

3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

b. Each person signing this proposal certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or

2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

c. Modification or deletion of any provision in this certificate may result in the rejection of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

B.4 CONTINGENT FEE REPRESENTATION

a. The offeror must complete the following representations:

X 1. The offeror ☐ has ☒ has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract.

X 2. The offeror ☐ has ☒ has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract.

b. If either representation is in the affirmative, or upon request of the contracting officer, the offeror must furnish, in duplicate, a completed Form 7319, "Contractor's Statement of Contingent or Other Fees," and any other information requested by the contracting officer. If the offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, it may accompany its proposal with a signed statement–

1. Indicating when the completed form was previously furnished;

2. Identifying the number of the previous solicitation or contract, if any, in connection with which the form was submitted; and

3. Representing that the statement on the form is applicable to this proposal.

[redacted] [redacted] [redacted]

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

B.5 CERTIFICATION OF NONSEGREGATED FACILITIES

a. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

b. As used in this certification, "segregated facilities" means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

c. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods).

NOTICE

A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding $10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

B.6 RESERVED

X B.7 LEASES BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES, CONTRACT EMPLOYEES, OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES OR CONTRACT EMPLOYEES

By submitting this proposal, the offeror certifies that the offeror ☒ is, ☐ is not an employee, a personal service contract employee or a member of the immediate family of a Postal Service employee or personal service contract employee OR a business organization (partnership, corporation, joint venture, etc.) substantially owned or controlled by a Postal Service employee, a personal service contract employee, or a member of the immediate family of a Postal Service employee or personal service contract employee. "Immediate family" means spouse, minor child or children, and other individuals related to the employee by blood who are residents of the employee's household.

UNITED STATES POSTAL SERVICE.

Maintenance Rider
Lessor Responsibility

a. The Lessor shall, except as otherwise specified herein and except for damage resulting from the negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the Lessor under this Lease, in good repair and tenantable condition. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairmen for electrical emergencies, plumbing emergencies and for heating, ventilating and air conditioning and other emergencies (windows, doors, locks and other elements), who may be called by the Postal Service in the event of any emergency situation involving maintenance when the Lessor or the Lessor's agent cannot be contacted within a reasonable time.

b. ELECTRONIC SECURITY AND SURVEILLANCE EQUIPMENT (ESS)

Notwithstanding the above, the Postal Service shall assume the responsibility for all maintenance and repair of Electronic Security and Surveillance equipment ("ESS") at the demised premises, whether installed by the Lessor, the Postal Service, or a third party. ESS includes: Intrusion Detection System (IDS); Electronic Article Surveillance (EAS), including theft prevention systems; Closed Circuit Television (CCTV); and associated wiring, hardware, and installation materials. Lessor shall not attempt any maintenance or repair of, or otherwise interfere with, such ESS systems.

c. Lessor is responsible for inspection, prevention and eradication of termites and any other wood eating insects and for repairs of any damage resulting therefrom.

d. Lessor shall repaint the interior (including but not limited to the walls and ceilings) and exterior at least once every five (5) years (unless the five (5) year period is specifically extended in writing by the Contracting Officer) and at any other time that painting may become necessary as a result of fire or other casualty.

e. If a heating system is furnished by Lessor under this Lease, such system must be maintained by Lessor at all times so as to be capable of providing a uniform temperature of at least 65 degrees Fahrenheit in all enclosed portions of the demised premises.

f. If air-conditioning equipment is furnished by Lessor under this Lease, such equipment must be maintained by Lessor at all times so as to be capable of maintaining a uniform temperature of no greater than 78 degrees Fahrenheit in all enclosed portions of the premises.

g. Any heating boilers, hot water supply boilers, unfired pressure vessels, elevators, escalators and dumbwaiters provided by Lessor as part of the leased premises or operated by the Lessor in conjunction with the leased premises, shall be operated and maintained by the Lessor in accordance with ANSI/ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ANSI/ASME A17.2, Elevator Inspectors Manual; ANSI/ASME A17.3, Safety Code for Existing Elevators and Escalators; ASME Boiler and Pressure Vessel Code; National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ANSI/ASME) Boiler and Vessel Code, must be provided by the Lessor for boilers and unfired pressure vessels. Current safety certificates for elevators, dumbwaiters and escalators must be issued by an organization authorized to inspect in accordance with the ANSI/ASME Safety Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates as appropriate.

h. Whenever there is a need for maintenance or a repair which is the Lessor's obligation under this Maintenance Rider or for restoration of the premises or any part thereof to a state of good repair and tenantable condition, the Postal Service shall give the Lessor written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy of any such notice shall be sent by certified or registered mail to the Lessor's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor (or the mortgagee or the assignee, on behalf of the Lessor) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the written notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work by contract or otherwise and withhold the cost thereof (which may include administrative cost and/or interest) from payments due or to become due under this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable to it by reason of such condition. Alternatively, the Postal Service may, if the demised premises are determined to be unfit for occupancy, at its sole discretion, cancel this Lease, without liability.

[redacted] [redacted] [redacted]

I hereby certify that the attached plans are as-built plans for the Shelter Park Improvement District Sewerline Addition, pages 2 through 5.

Mark C. Eatinger

Mark C. Eatinger, PE 6410

STATE OF WYOMING)
(ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Mark C. Eatinger this 2nd day of August, 2001.

Janet L. Montgomery

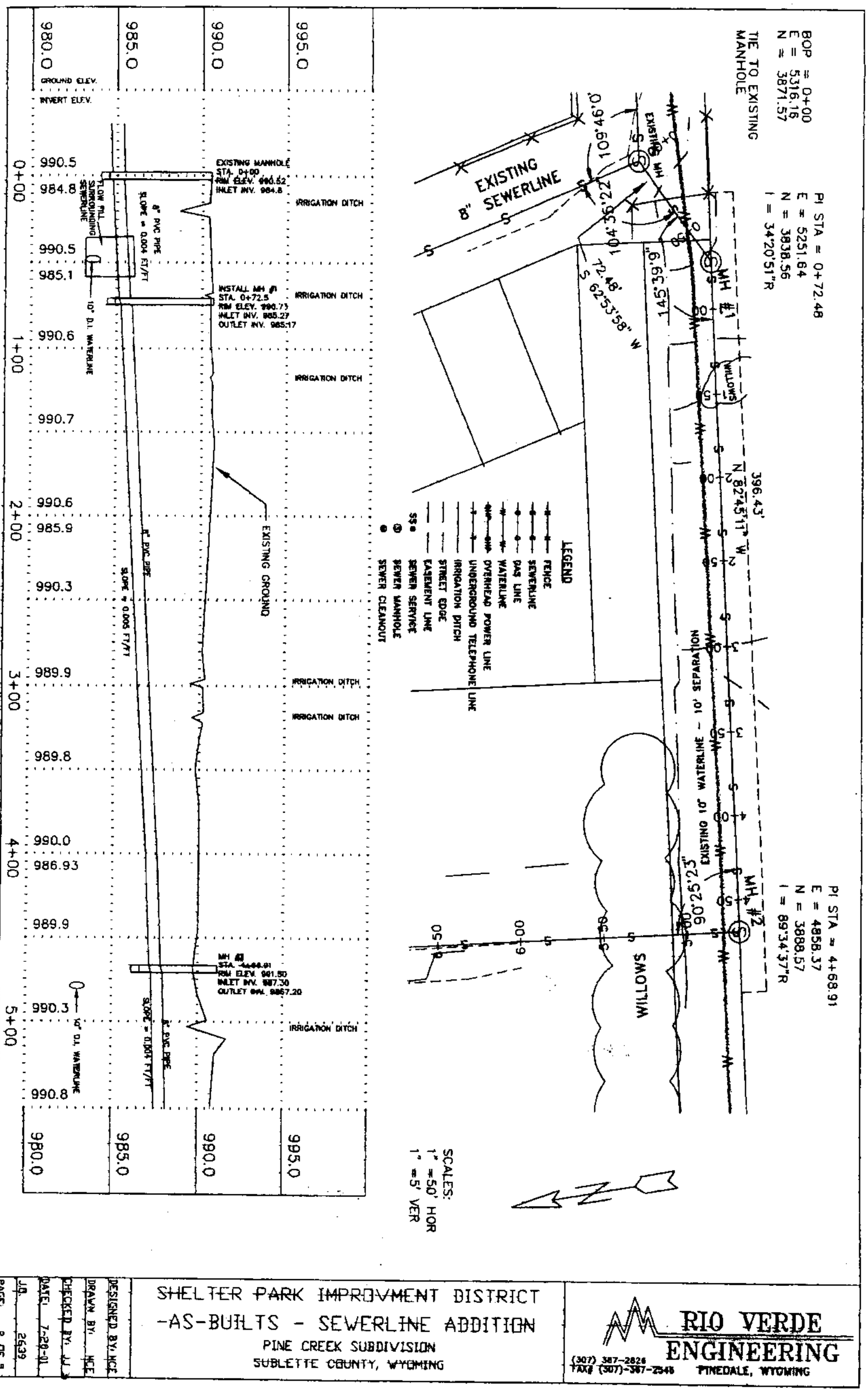
Notary Public

JANET L. MONTGOMERY NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 18, 2002

See file for scale drawings. The following pages are not to scale.

285596

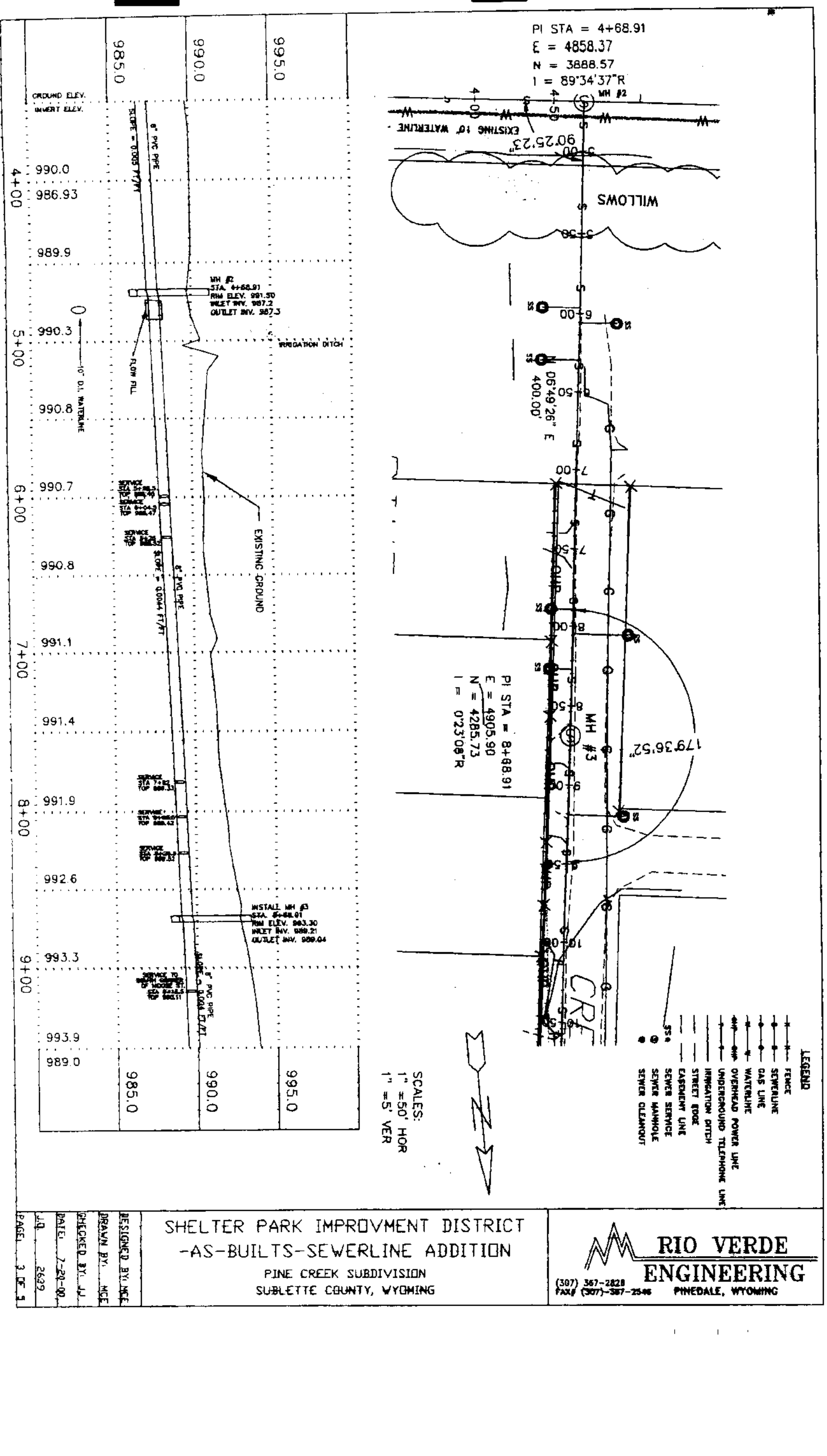
RECORDED Aug 2 2001 10:15AM
IN BOOK 72 misc. PAGE 420
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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton



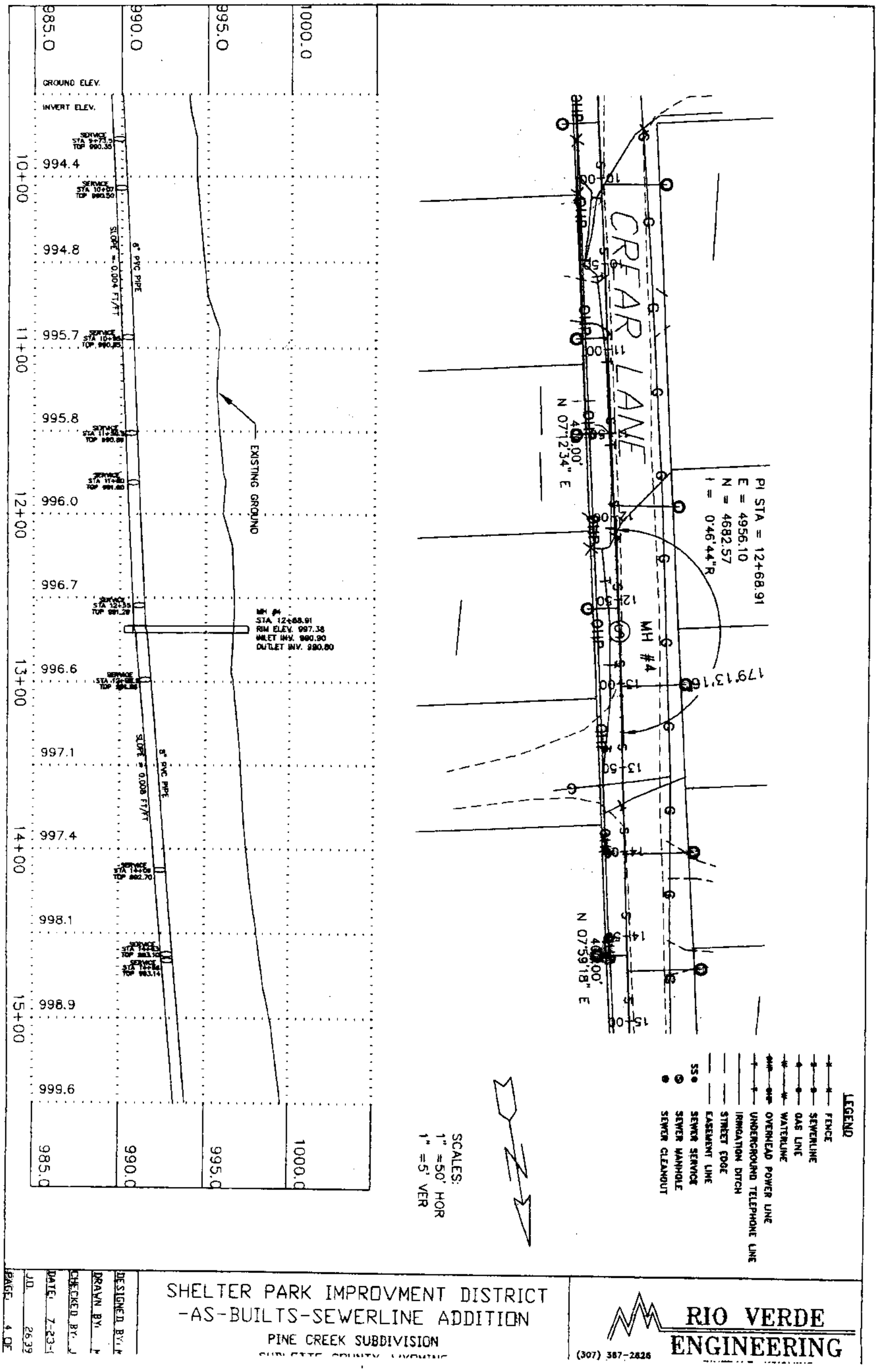
SHELTER ~~PARK~~ ~~IMPROVMENT~~ DISTRICT
-AS-BUILTS - SEWERLINE ADDITION
PINE CREEK SUBDIVISION
SUBLETTE COUNTY, WYOMING

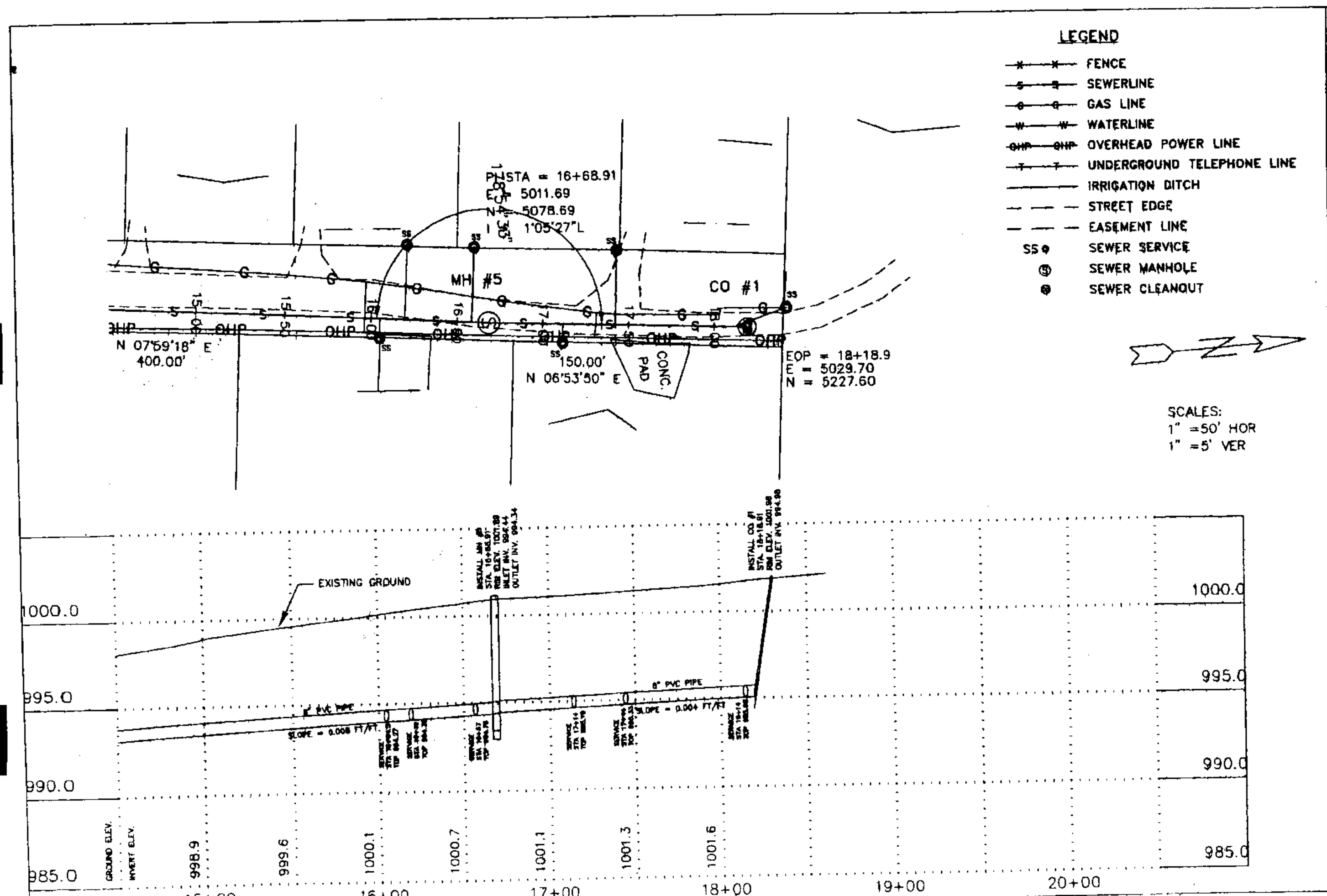
DESIGNED BY: MCE
DRAWN BY: MCE
CHECKED BY: JJ
DATE: 7-29-01
J.O. 2639
PAGE 2 OF 3

RIO VERDE ENGINEERING
(307) 367-2826
FAX# (307)-367-2548 PINEDALE, WYOMING



DESIGNED BY: MCE	SHELTER PARK IMPROVMENT DISTRICT -AS-BUILTS-SEWERLINE ADDITION PINE CREEK SUBDIVISION SUBLETTE COUNTY, WYOMING
DRAWN BY: MCE	RIO VERDE ENGINEERING (307) 367-2828 FAX# (307)-367-2546 PINEDALE, WYOMING
CHECKED BY: JF	
DATE: 7-20-00	
J.O. 2629	
PAGE: 3 OF 5	


985.0
990.0
995.0
1000.0
GROUND ELEV.
INVERT ELEV.
10+00
11+00
12+00
13+00
14+00
15+00
994.4
994.8
995.7
995.8
996.0
996.7
996.6
997.1
997.4
998.1
998.9
999.6
SLOPE = 0.004 FT/FT
8" PVC PIPE
EXISTING GROUND
MH #4
STA 12+68.91
RIM ELEV. 997.38
INLET INV. 990.90
OUTLET INV. 990.80
SLOPE = 0.008 FT/FT
8" PVC PIPE
CREAR LANE
N 07°12'34" E
400.00'
N 07°59'18" E
400.00'
PI STA = 12+68.91
E = 4956.10
N = 4682.57
I = 0°46'44"R
MH #4
179.13'
LEGEND
FENCE
SEWERLINE
GAS LINE
WATERLINE
OVERHEAD POWER LINE
UNDERGROUND TELEPHONE LINE
IRRIGATION DITCH
STREET EDGE
EASEMENT LINE
SEWER SERVICE
SEWER MANHOLE
SEWER CLEANOUT
SCALES:
1" =50' HOR
1" =5' VER
SHELTER PARK IMPROVMENT DISTRICT
-AS-BUILTS-SEWERLINE ADDITION
PINE CREEK SUBDIVISION
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE: 7-23-
J.O. 26.39
PAGE 4 OF
RIO VERDE
ENGINEERING
(307) 367-2826



RIO VERDE ENGINEERING
(307) 367-2826
FAX/ (307)-367-2546 PINEDALE, WYOMING

SHELTER PARK IMPROVMENT DISTRICT
-AS-BUILTS-SEWERLINE ADDITION
PINE CREEK SUBDIVISION
SUBLETTE COUNTY, WYOMING

DESIGNED BY:	MCE
DRAWN BY:	MCE
CHECKED BY:	JJ
DATE:	7-28-00
J.O.	2639
PAGE:	5 OF 5

427

FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DURING AUGUST AND SEPTEMBER OF 2000, AND THAT SAID SURVEY IS ACCURATELY REPRESENTED HEREON.

JOHN T. DOYLE, WYOMING PLS 346

Professional Land Surveyor
JOHN T. DOYLE
346
Date 7-16-01
WYOMING

STATE OF WYOMING)
COUNTY OF SUBLETTE) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JOHN T. DOYLE THIS 16th DAY OF July, 2001.

WITNESS MY HAND AND OFFICIAL SEAL: Cheryl A. Eatinger
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/23/2005

CHERYL A. EATINGER - NOTARY PU
COUNTY OF SUBLETTE
STATE WYOM
MY COMMISSION EXPIRES 2/23/2

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-102 AND 34-12-103, WYOMING STATUTES, 1997, AS AMENDED, THE NEW FORK MEADOWS LARGE TRACT DEVELOPMENT WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 17th DAY OF July, 2001. 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, 1997, AS AMENDED.

BOARD OF COUNTY COMMISSIONERS
SUBLETTE COUNTY, WYOMING

William W. Cramer
WILLIAM W. CRAMER, CHAIRMAN

GORDON JOHNSTON, COMMISSIONER

Betty Fear
BETTY FEAR, COMMISSIONER

ATTEST: Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

085597

RECORDED Aug. 2 2001 10:15AM
IN BOOK 78 MISC. PAGE 425
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

425

NEW FORK MEADOWS

IDE OF ALL
TILITIES.

LARGE TRACT DEVELOPMENT

LOCATED IN THE

SE1/4 NW1/4, NE1/4 SW1/4, AND W1/2 SE1/4
SECTION 31, T.33N., R.108W., 6TH P.M.
SUBLETTE COUNTY, WYOMING

VICINITY MAP

SCALE: 1" = 2000'

CERTIFICATE OF APPROVAL

PURSUANT TO CHAPTER IIIA OF THE COUNTY OF SUBLETTE SUBDIVISION RESOLUTION THE FORGOING BOULDER MEADOW RANCHES LARGE TRACT DEVELOPMENT WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 17th DAY OF July 2001. 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

STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

ATTEST: Mary E. Lankford
MARY E. LANKFORD, COUNTY CLERK

285598

RECORDED Aug. 2 2001 10:15AM
IN BOOK 32 misc. PAGE 426
FEE $ 50.00 COUNTY
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

BOULDER MEADOW RANCHES

LARGE TRACT DEVELOPMENT

LOCATED IN THE

E/2NW/4, NE/4 & SE/4
SECTION 15, T.32N., R.108W. 6TH P.M.
SUBLETTE COUNTY, WYOMING

WHEN RECORDED, MAIL TO:

285609

L. S. McCullough, Esq.
CALLISTER NEBEKER & McCULLOUGH
Gateway Tower East Suite 900
10 East South Temple
Salt Lake City, UT 84133

RECORDED Aug 2 AD 01 2:40 PM
IN BOOK 72 Misc. PAGE 427
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

AFFIDAVIT OF SURVIVORSHIP

Donna Meeks, aka Donna J. Meeks or Donna A. Meeks, Affiant, being duly sworn, deposes and says:

1. That Affiant is of legal age, a resident of Sublette County, Wyoming, and competent to make this Affidavit.

2. That Affiant is the surviving spouse of Joseph L. Meeks, aka Joe L. Meeks, deceased, who died on August 4, 1999, and is the same person as the decedent named in a certified copy of Certificate of Death, and which is attached hereto as Exhibit "A" and by reference made a part hereof.

3. That Affiant and Joseph L. Meeks, deceased, appear of record as joint tenants of certain real properties located in Sublette County, Wyoming, described on the Deeds recorded on the records of the Sublette County Recorder, and more particularly described on Exhibit "B" attached hereto and by reference made a part hereof.

4. That due to the death of Joseph L. Meeks, Affiant is now the sole surviving joint tenant of the real property described in Exhibit "B" attached hereto.

Donna J. Meeks
Donna J. Meeks

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

SUBSCRIBED AND SWORN TO before me this 14 day of June, 2001, by Donna Meeks, aka Donna J. Meeks or Donna A. Meeks, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, who duly acknowledged to me that she executed the same voluntarily for its stated purpose.

NOTARY PUBLIC
RUTH L. GARNER
10 East South Temple #900
Salt Lake City, Utah 84133
My Commission Expires
September 11, 2001
STATE OF UTAH

Ruth L. Garner
NOTARY PUBLIC

3107269.1

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "B"

Certain real properties situated in Sublette County, State of Wyoming and more particularly described as follows:

PARCEL NO. 1

BIG RIVER /SUBDIVISION, LOT 2
(Township 32, Range 108, Section 8)
Parcel No. 01-00-06545

PARCEL NO. 2

AMENDED BOULDER LAKE NORTH SHORE ESTATES, LOTS 4 AND 5
(Township 33, Range 108, Section 12)
Parcel No. 01-00-01830

PARCEL NO. 3

TOWNSITE OF MARBLETON BLOCK 3, LOTS 5, 6, 7 AND 8
(Township 30, Range 110, Section 30)
Parcel No. 07-00-05662

PARCEL NO. 4

TOWNSITE OF MARBLETON BLOCK 45, LOTS 9, 10, 11 and 12
(Township 30, Range 110, Section 30)
Parcel No. 07-00-02804

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

DEPARTMENT OF HEALTH AND WELFARE
CENTER FOR VITAL STATISTICS AND HEALTH POLICY
State of Idaho

CERTIFICATE OF DEATH

State File No.
Local Reg. No.

DECEDENT

Type or Print PERMANENT in Ink — Do Not Use Pencil

Social Security Number: 520-38-4316
Sex: Male
Date of Death (Month, Day, Year): August 21, 1988
Hour of Death: 2:30 PM
Date of Birth (Month, Day, Year): May 15, 1939
Age (Last Birthday): 49
Place of Death: (1) Hospital (2) Nursing Home (3) Other Institution (4) Dead on Arrival (5) Home (6) Other (Specify)
(7) Other Inside City Limits? (8) Other Outside Residence
Jackson, Wyoming
Facility Name (If not institution, give street address): St. Paul's
City or Town of Death: Idaho Falls
County of Death: Bonneville
Was Decedent Ever in U.S. Armed Forces? No
Marital Status: Married
Surviving Spouse (If wife, give maiden name): Doris L. Rice
Usual Occupation (Give kind of work done during most of working life, even if retired): Lumber & Construction
Kind of Business/Industry: Logging
Residence: Wyoming
County: Sublette
City or Town: Big Piney
Street and Number: 15 Big Piney - Calpet Rd.
Zip Code: 83113
Inside City Limits? Yes
Was Decedent of Hispanic Origin? No
Race: White
Specify: (1) White (2) Black (3) American Indian (4) Asian or Pacific Islander (5) Other (Specify)
Education: Elementary/Secondary (0-12): 12
College (1-4 or 5+):

PARENTS

Father's Name: Logan R. [redacted]
Birthplace: Cumberland, Wyoming
Mother's Maiden Name: Florence [redacted] Lanehart
Birthplace: Wyoming

INFORMANT

Name: Jeanne L. [redacted]
Mailing Address (Street or R.F.D., City or Town, State, Zip Code): P.O. Box 643, Big Piney, WY 83113

DISPOSITION

Method of Disposition: Cremation
Name of Cemetery or Crematory: Memorial Funeral Home
Place: Big Piney, Wyoming
Date: 8-24-88
Signature of Funeral Director: [redacted]
Name and Address of Facility: Memorial Funeral Home, 1000 Pier Ave., Idaho Falls, ID 83402

CAUSE OF DEATH

Part I. Enter the chain of events—diseases, injuries, or complications—that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT abbreviate. Enter only one cause on a line. Add additional lines if necessary.

Immediate Cause (Final disease or condition resulting in death): Cardiac Arrest
Sequentially list conditions, if any, leading to the immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST.
(a) Myocardial Infarction
(b) Arteriosclerotic Heart Disease
(c)
(d)
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.
Interval between onset and death: 4 yrs
Was Autopsy Performed? Yes
Were Autopsy Findings Available to Complete Cause of Death? No
Was Case Referred to Medical Examiner or Coroner? No
Manner of Death: Natural
Date of Injury (Month, Day, Year):
Time of Injury:
Injury at Work? No
Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area):
How Injury Occurred:
If Transportation Accident, Specify Driver, Passenger, Pedestrian, etc.:
Describe How Injury Occurred:

CERTIFIER

Certifier: [redacted]
Date Signed (Month, Day, Year): 8-26-88
Address: [redacted], Idaho Falls, ID 83402, 208-522-6930

TO BE USED IF DEATH CAUSE ONLY

Certifier's Name and Address (Number, Street, or R.F.D., City or Town, State, and Zip Code):
Date Signed (Month, Day, Year):

CORONER'S REVIEW AND FILING

Coroner's Name and Address:
Date Signed (Month, Day, Year):

REGISTRAR

Date Received by Registrar (Month, Day, Year): August 29, 1988

[redacted]

MIDWEST BANK NOTE COMPANY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

WHEN RECORDED, MAIL TO:

285612

L. S. McCullough, Esq.
CALLISTER NEBEKER & McCULLOUGH
Gateway Tower East Suite 900
10 East South Temple
Salt Lake City, UT 84133

RECORDED Aug 2 2001 2:40PM
IN BOOK 72 Misc. PAGE 430
FEES $ 10.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Baxter

AFFIDAVIT OF SURVIVORSHIP

Donna Meeks, Affiant, being duly sworn, deposes and says:

1. That Affiant is of legal age, a resident of Sublette County, Wyoming, and competent to make this Affidavit.

2. That Affiant is the surviving spouse of Joseph L. Meeks, aka Joe L. Meeks, deceased, who died on August 4, 1999, and is the same person as the decedent named in a certified copy of Certificate of Death, and which is attached hereto as Exhibit "A" and by reference made a part hereof.

3. That Affiant and Joseph L. Meeks, deceased, appear of record as joint tenants of certain real property located in Sublette County, Wyoming, described on the Deed recorded in the records of the Sublette County Recorder, and more particularly described on Exhibit "B" attached hereto and by reference made a part hereof.

4. That due to the death of Joseph L. Meeks, Affiant is now the surviving joint tenant of the real property described in Exhibit "B" attached hereto.

Donna J. Meeks

Donna J. Meeks, Affiant

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

SUBSCRIBED AND SWORN TO before me this 1st day of June, 2001, by Donna J. Meeks, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, who duly acknowledged to me that she executed the same voluntarily for its stated purpose.

Ruth L. Garner

NOTARY PUBLIC

NOTARY PUBLIC
RUTH L. GARNER
10 East South Temple #900
Salt Lake City, Utah 84133
My Commission Expires
September 11, 2001
STATE OF UTAH

317271.1

EXHIBIT "B"

That certain real property situated in Sublette County, State of Wyoming and more particularly described as follows:

Lot 2 Milleg Addition

Parcel No. 08-00-00204

[redacted] [redacted] [redacted]

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL STATISTICS
State of Idaho

CERTIFICATE OF DEATH

State File No.
Local Reg. No.

WIFE-DECEDENT

TYPE OR PRINT
PERMANENT
BLACK INK
DO NOT WRITE
SELF-EXPLANATORY

[redacted]

Jackson, Wyoming

Bonneville

Lime & Concrete Co.

15 Big Piney - Gelpet Rd. 83113

Cumberland, Wyoming

PARENTS

[redacted]

Big Piney, Wyoming

Idaho Falls, ID 83402

MORTICIAN

[redacted]

DISPOSITION

[redacted]

CAUSE OF DEATH

[redacted]

240

240

CERTIFIER

[redacted]

Big Piney, WY 83113 208-522-6930

DATE SIGNED

8/4/99

YOU HAVE TO SUPPLY CROSS-OUT

CORONER'S REVIEW AND/OR

REGISTRAR

DATE ISSUED

AUG 10 1999

JANET SMITH
REGISTRAR

This copy is not valid unless it bears the seal and signature of the registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

MIDWEST BANK NOTE COMPANY

WHEN RECORDED, MAIL TO:

285614

L. S. McCullough, Esq.
CALLISTER NEBEKER & McCULLOUGH
Gateway Tower East Suite 900
10 East South Temple
Salt Lake City, UT 84133

RECORDED Aug. 2 2001 2:40 PM
IN BOOK 72 Misc. PAGE 433
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Saxton

AFFIDAVIT OF SURVIVORSHIP

Donna Meeks, Affiant, being duly sworn, deposes and says:

1. That Affiant is of legal age, a resident of Sublette County, Wyoming, and competent to make this Affidavit.

2. That Affiant is the surviving spouse of Joseph L. Meeks, aka Joe L. Meeks, deceased, who died on August 4, 1999, and is the same person as the decedent named in a certified copy of Certificate of Death, and which is attached hereto as Exhibit "A" and by reference made a part hereof.

3. That Affiant, Kurt Meeks and Joseph L. Meeks, deceased, appear of record as joint tenants of certain real property located in Sublette County, Wyoming, described on the Deed recorded in the records of the Sublette County Recorder, and more particularly described on Exhibit "B" attached hereto and by reference made a part hereof.

4. That due to the death of Joseph L. Meeks, Affiant and Kurt Meeks are now the surviving joint tenants of the real property described in Exhibit "B" attached hereto.

Donna Meeks
Donna Meeks, Affiant

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

SUBSCRIBED AND SWORN TO before me this 1st day of June, 2001, by Donna Meeks, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, who duly acknowledged to me that she executed the same voluntarily for its stated purpose.

NOTARY PUBLIC
RUTH L. GARNER
10 East South Temple #900
Salt Lake City, Utah 84133
My Commission Expires
September 11, 2001
STATE OF UTAH

Ruth L. Garner
NOTARY PUBLIC

317259.1

EXHIBIT "B"

That certain real property situated in Sublette County, State of Wyoming and more particularly described as follows:

Milleg Addition Lot 3

Parcel No. 08-00-00571

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
CENTER FOR VITAL STATISTICS AND HEALTH POLICY
State of Idaho

CERTIFICATE OF DEATH

State File No.
Local Reg. No.

DECEDENT

TYPE OR PRINT IN PERMANENT BLACK INK. DO NOT USE FELT TIP PEN

NAME — First: [illegible] Middle: [illegible] Last: Meeks

SOCIAL SECURITY NUMBER: 520-38-8656

SEX: Male

DATE OF BIRTH (Month, Day, Year): May 18, 1939

DATE OF DEATH (Month, Day, Year): August 4, 1999

PLACE OF DEATH: Jackson, Wyoming

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

RESIDENCE — STATE: Wyoming

COUNTY: Sublette

CITY, TOWN OR LOCATION: Big Piney

STREET AND NUMBER: 15 Big Piney - Gelpet Rd.

ZIP CODE: 83113

INSIDE CITY LIMITS? [ ] Yes [X] No

WAS DECEDENT OF HISPANIC ORIGIN? [ ] Yes [X] No

RACE: White

DECEDENT'S EDUCATION: Elementary/Secondary (0-12): 12; College (1-4 or 5+):

PARENTS

FATHER — NAME: Irven B. Meeks

BIRTHPLACE: Mountain View, Wyoming

MOTHER — FULL MAIDEN NAME: Florence Rose Zanolli

BIRTHPLACE: Cumberland, Wyoming

INFORMANT

NAME: Donna J. Meeks

MAILING ADDRESS: P. O. Box 643, Big Piney, WY 83113

DISPOSITION

METHOD OF DISPOSITION: [X] Burial [ ] Cremation [ ] Removal from state [ ] Donation [ ] Other (Specify)

PLACE OF DISPOSITION: Plainview Cemetery

LOCATION — City or Town, State: Big Piney, Wyoming

SIGNATURE OF EMBALMER: Ryan Gelpet

LICENSE NUMBER: EM-8[illegible]

NAME OF FUNERAL FACILITY: Rigby Funeral Home

ADDRESS: 1[illegible] N. Yellowstone Hwy., Idaho Falls, ID 83402

TIME OF DEATH: 0912 A.M.

DATE PRONOUNCED DEAD (Month, Day, Year): August 4, 1999

WAS MEDICAL EXAMINER OR CORONER CONTACTED? [ ] Yes [ ] No

[ ] Natural [ ] Accident [ ] Suicide [ ] Could not be determined [ ] Homicide [ ] Pending Investigation

CAUSE OF DEATH

27. PART I. Enter the chain of events — diseases, injuries, or complications — that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT abbreviate. Enter only one cause on a line. Add additional lines if necessary.

IMMEDIATE CAUSE (Final disease or condition resulting in death): Cardiopulmonary arrest

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

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.

INTERVAL BETWEEN ONSET AND DEATH: 4 hours

WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETION OF CAUSE OF DEATH? [ ] Yes [X] No

CERTIFIER

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

[ ] CORONER: On the basis of examination, and/or investigation, in my opinion death occurred at the time, date, and place, and due to the cause(s) and manner as stated.

SIGNATURE AND TITLE OF CERTIFIER: [illegible] MD

LICENSE NUMBER: 14[illegible]6

DATE SIGNED (Month, Day, Year): 8/4/99

NAME AND ADDRESS OF CERTIFIER (Type or Print): Dr. Stephen R. [illegible], 2060 Channing Way, Idaho Falls, ID. 83404, 208-522-6930

TO BE USED FOR EXTERNAL CAUSES ONLY

PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area, factory, office building, street, farm): DATE OF INJURY (Month, Day, Year): INJURY AT WORK? [ ] Yes [ ] No

DESCRIBE HOW INJURY OCCURRED:

[ ] Motor Vehicle [ ] Passenger [ ] Pedestrian [ ] Other

CORONER'S REFERRAL AREA

CORONER'S ACTION: I have reviewed and/or investigated and will file.

SIGNATURE OF CORONER: [illegible]

DATE SIGNED (Month, Day, Year): [illegible]

FILED (Month, Day, Year): Aug 9 1999

CERTIFIED COPY — NOT VALID FOR STATISTIC COPY

This is to certify that the above is a true and correct copy of the record on file in the Center for Vital Statistics and Health Policy.

Date Issued: [illegible]

[illegible] SMITH
STATE REGISTRAR

This copy is not valid unless prepared on engraved border displaying the Great Seal of the State of Idaho and the signature of the State Registrar.

MIDWEST BANK NOTE COMPANY — ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
"FOX WILLOW PARK ADDITION "

WHEREAS, on 6/22/2001 Redstone Corporation, a Wyoming corporation, hereinafter referred to as the Declarant, did file certain Covenants, Conditions and Restrictions with the County Clerk of Sublette County, Wyoming at Book 72 of Miscellaneous, Page 309; governing the use of the lots contained in Fox Willow Park Addition to the Town of Pinedale, Sublette County, Wyoming; and,

WHEREAS, said Covenants, Conditions and Restrictions provide in Section 10 that said covenants may be amended with the written consent of owners of six (6) of the lots located in the Fox Willow Park Addition; and,

WHEREAS, the Declarant is the owner of seven lots located in the Fox Willow Park Addition; and,

WHEREAS, said ownership is in excess of the amount sufficient to amend said Covenants, Conditions and Restrictions; and,

WHEREAS, the Declarant desires to amend said Covenants, Conditions and Restrictions in order to preserve and to maintain the character and value of the Property for all Owners of the Property or any part thereof

THIS DECLARATION of Amended Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property is made to be effective on the 1st day of July 2001, by REDSTONE CORPORATION, (the Declarant). Declarant, as to the real property described as Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) Seven (7), Eight (8), Nine (9) and Ten (10), Fox Willow Park Addition to the Town of Pinedale, Sublette County, Wyoming (the Property).

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. These Amended Covenants, Conditions and Restrictions are adopted to preserve and to maintain the character and value of the Property for all Owners of the Property or any part thereof.

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 Fox Willow Park Addition.

C. "Owner" shall mean and refer to the record Owner, whether one or more

285618

RECORDED Aug 3 2001 10:15AM
IN BOOK 72 Misc. PAGE 436
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

persons or entities, of fee simple title to any Lot.

D. "Property" shall mean and refer to that certain real property making up Fox Willow Park Addition.

E. "Committee" shall mean and refer to the committee as described in Section 8 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.

A. All improvements shall be of new construction built on site. Pre-cut, manufactured or modular construction shall not be allowed. This restriction shall not apply to individual structural components such as roof trusses, floor joists, stress skin panels, glu-lam beams, etc.

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. 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. Minimum interior living area of single family dwellings shall be 1,300 square feet total for the ground level. Basement areas, garages or covered porches, etc. shall not be counted towards the minimum size requirement. Total building height, from the top of finished grade to the top of roof structure, shall be no more than twenty-six feet.

F. Exterior wall sheathing (plywood, particle board, T-111 or similar products) shall be considered structural and not finished or natural materials for the purposes of applying these Covenants, Conditions and Restrictions.

G. Composite panels (gypsum board, cement fiberboard or similar products) shall not be considered finished materials for the purposes of applying these Covenants, Conditions and Restrictions without continuity in texture and color across seams and edges.

H. All aluminum windows shall not be allowed. All wood or metal and/or vinyl clad wood shall be allowed. Other window types may be allowed with Committee approval. Street fronting main doors comprised of a metal exterior shall not be allowed unless specifically approved by the Committee. Metal, vinyl or stucco siding shall not be allowed unless specifically approved by the Committee.

I. Composite and built –up roofing shall not be allowed. All roofing shall be earth (soil) tone in color. Primary roof pitch shall be no less than 6 to 12. Secondary roof pitch (e.g., porches, gable dormers, breezeways, etc.) shall be no less than 3½ to 12. Roof overhangs shall be eighteen inches for roof pitches up to 15 to 12. No roof overhang shall fall lower than the top of windows and doors located on the main level.

J. With the exception of street fronting garage walls with garage doors with no

second story or loft, all walls at each story of street facing sides of all buildings shall have one or more windows balanced in placement. Those windows shall occur leaving no more than eight linear feet of wall between window or door jambs.

K. Buildings must be completely finished on all sides.

L. 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 compliance notice 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.

M. All buildings shall conform to the plan, both as to location and construction, as approved by the Committee.

N. 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 months of the commencement of construction.

3. Landscape Standards.

A. All front yard areas shall be landscaped. Grass lawn is the favored component of such landscaping but trees, shrubs, flowerbeds and bark mulch are allowed. Alternative landscaping styles, such as Southwestern, and/or materials may be allowed if approved by the Committee.

B. All front and side yard areas open space which is not otherwise landscaped, such as parking, driveway or storage areas, 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 occupancy of the property.

C. All grassed areas, trees and/or shrubs in the front yard area shall be on a buried sprinkler or drip watering system.

D. All landscaping shall be maintained at all times in accordance with the landscape plan submitted and approved to the Committee. All planned grass, 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.

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. Fences.

A. All front yard fences shall be of natural material (wood or stone). The use of masonry units or metal fencing shall be allowed only at the discretion of and with the approval of the Committee.

B. Fences along street fronts shall be no higher than four feet. All other fences shall be no higher than six feet six inches.

5. General Restrictions. The following general restrictions shall apply to the Property:

A. Each Lot shall be used only for residential purposes as allowed in the R-1 Zoning District, under the Zoning Ordinance of the Town of Pinedale. There will be no commercial activities of any type permitted except for Home Occupations as defined and allowed under the current Zoning Ordinance of the Town of Pinedale, or any successor ordinance thereto. It is the intent that this be strictly a residential subdivision except for allowed Home Occupations.

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.

C. 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.

D. No Lot shall be further subdivided.

E. 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, excepting the wetland areas on Lots Four (4), Five (5) and Six (6), 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 days prior to any such entry.

F. All owners of animals shall exercise such proper care and control of their animals to prevent them from becoming a nuisance. "Nuisance," means 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 Fox Willow Park Addition. 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" means any animal that habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person within the Fox Willow Park Addition.

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, provided however, that the provision of this paragraph shall not apply to children's tents, teepees or play structures or except as the same may be customarily employed by contractors during the construction of permitted improvements on the subject Lot or as otherwise allowed hereunder.

H. 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.

I. No lot owner shall park or allow any occupier of a lot owner's lot to park any truck larger than what is commonly known as a one-ton truck, i.e. Ford 350, Chevrolet 3500, Dodge 3500, on any lot or on Opal Street adjacent to any lot in the Fox Willow Park Addition or any trailer in excess of twelve feet, any boat or any recreational vehicle on Opal Street adjacent to any lot in the Fox Willow Park Addition.

J. Recreational vehicles, camp trailers, truck bed campers may be stored on any lot provided the same is not used for overnight occupancy and a residence has been previously constructed on the lot in question.

6. 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 Fox Willow Park 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 Fox Willow Park 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 Fox Willow Park 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 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.

7. Committee.

A. There shall be a Committee, which shall consist of three members. The initial Committee shall be composed of JOHN A. SULENTA, SUSIE SULENTA and BONNIE CHAMBERS. This initial Committee shall exist for ten (10) years from the recording of these Covenants, Conditions and Restrictions in the office of the County Clerk, Sublette County, Wyoming. Any vacancy shall be filled by appointment by the remaining members, or, in the absence of any remaining members, by a vote of the Owners. After said ten (10) year period and after seven (7) 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 or members 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 year term, commencing on the day of election. A member of the Committee may be removed from the Committee upon a vote of seven Lot Owners. It shall be the duty of the Committee to consider and act upon proposals, plans and specifications submitted to it from time to 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 members shall constitute an act by the Committee.

C. No building, structure, 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 compliance notice has been issued by the Committee. The Committee shall exercise its discretion to issue compliance notices 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 compliance notice 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 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 compliance notice.

E. The Committee may grant a variance from the provisions of these covenants, conditions 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.

8. 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.

9. 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 years after which time they shall be automatically extended for successive period of thirty years unless terminated by a unanimous vote of the Owners of Lots.

10. Amendment. This declaration may be amended by an instrument signed by the Owners of six (6) Lots, which amendment shall be recorded in the office of the County Clerk of Sublette County, Wyoming.

11. 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 covenant, condition, restriction or reservation, or any part thereof, shall be thereby effected or impaired.

12. Supercede and Replace. These Amended Covenants, Conditions and Restrictions supercede and replace those certain Covenants, Conditions and Restrictions recorded with the County Clerk of Sublette County, Wyoming at Book 72 of Miscellaneous, Page 309.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 10th day of August, 2001.

ATTEST:

REDSTONE CORPORATION, a Wyoming Corporation:

SEAL

BY: _____
President

_____
Secretary / Assistant Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Amended Declaration Of Covenants, Conditions And Restrictions**

Of Fox Willow Park 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 1st day of August, 2001.

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

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS: Tim Tolton and Taran Tolton, husband and wife of the County of Sublette and State of Wyoming, hereinafter referred to as "grantor," for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the County of 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:

Exhibit "A" attached and made part hereof.

Amended Greenwood County Road No. 23-200

285650

RECORDED Aug. 7 2001 9:20 AM
IN BOOK 78 Misc. PAGE 444
FEES $ 0 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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)~~: 1999

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 4th day of August, ~~19~~ 2001.

Tim Tolton

Taran Tolton

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

The foregoing instrument was acknowledged before me by Tim Tolton and Taran Tolton,

this 4th day of August, ~~19~~ 2001.

WITNESS my hand and official seal.

PAUL N. SCHERBEL – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires April 29, 2004

Paul N. Scherbel
NOTARY PUBLIC

My Commission Expires:

29 April 2004

EXHIBIT "A"

DESCRIPTION FOR

COUNTY OF SUBLETTE

FROM

TIM TOLTON AND TARAN TOLTON, husband and wife

To-wit: --

A strip of land eighty (80) feet in width being part of the SW¼NW¼, NW¼SW¼ and NE¼SW¼ of Section 27, T31N, R111W, Sublette County Wyoming being forty-five (45) feet in width northerly and fifteen (15) feet southerly of the following described center-line:

BEGINNING at a point N00°-08'-09"E, 297.85 feet from the west one-quarter corner of said Section 27 found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

thence S82°-51'-45"E, 47.93 feet;

thence southeasterly, 177.14 feet along the arc of a circular curve the right through a central angle of 33°-49'-51" with radius of 300.00 feet;

thence S49°-01'-53", 809.64 feet;

thence S40°-58'-37"E, 795.89 feet to an intersection with the center-line of Muddy Creek County Road No. 23-177;

all in accordance with the plat prepared titled, "AMENDED PLAT OF THE GREENWOOD COUNTY ROAD NO. 23-200 WITHIN W ½ SECTION 27 N½ SECTION 28 T31, R111W SUBLETTE COUNTY, WYOMING."

Paul N. Scherbel

2 July 2001

file: Tolton Des. 3

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
Utah Registration No. 372111

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"

AFFIDAVIT

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

Comes now, Paul N. Scherbel of Big Piney, County of Sublette, State of Wyoming, who being duly 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. 164.
2. That he had occasion to retrace the survey of Lots 1 and 2 and 3 of Block 4 of the Ball 1st Addition to the Town of Marbleton of record in the Office of the Clerk of Sublette County in Book 33 of Miscellaneous on page 269.
3. That the distance shown upon said plat for the north line of Lot 3 is 104.00 feet.
4. That this distance is apparently a typographical error and that the actual distance is 101.00 feet.
5. That this affidavit is filed for the purpose of giving public notice of this discrepancy in accordance with Wyoming Statutes, 1999, as amended, Section 34-11-101.

Paul N. Scherbel

The foregoing instrument was acknowledged before me by Paul N. Scherbel on this 6th day of August, 2001.

Witness my hand and official seal.

SUSAN Y. HOFFMAN
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires 3 Dec. 2003

Susan Y. Hoffman
Notary Public

My commission expires:
3 December 2003

File: 30n111w Ball 1st Addition Affidavit

285651

RECORDED Aug. 7 2001 9:20a M
IN BOOK 72 Misc. PAGE 446
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

285652

RECORDED Aug. 7 2001 10:45AM
IN BOOK 72 Misc. PAGE 447
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

IN THE DISRICT COURT

NINTH JUDICIALDISTRICT

IN THE MATTER OF THE ESTATE)
)
OF KENNETH W. PARRY,) Probate No. 1771
)
deceased.)

FILED
AUG 0 7 2001
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
SUBLETTE COUNTY, WYOMING
BY Marilyn M. Jensen

DECREE OF FINAL SETTLEMENT AND DISTRIBUTION

The final report, accounting, and petition for distribution of Nancy Ruth Taylor, personal representative, filed herein on the 26th day of July, 2001, comes on this day for hearing, notice of final settlement having been waived by all interested parties; the Court has examined the files and records herein and considered the testimony and the evidence offered in support of the account and petition, and upon the assurances and representations of John S. Mackey as attorney for the estate and the personal representative, the Court finds:

That the said final report and accounting is true and correct, and should be approved, and further the estate has been properly and prudently administered and the administration is completed and the estate is in condition for closing and distribution, and the petition for distribution should be granted;

Now therefor upon the motion of John S. Mackey, attorney for the petitioner, Nancy Ruth Taylor, and no objections thereto being made, or appearing or otherwise known, the Court does,

ORDER, ADJUDGE AND DECREE:

1-

That the final report and accounting of Nancy Ruth Taylor, personal representative of the estate, be and the same is hereby approved, allowed and settled;

2-

That all of the rest, residue and remainder of the decedent's estate as hereinafter described and together with any and all other property of the decedent, or of the decedent's estate, not presently known but which may be hereafter discovered, be and the same is hereby distributed and set over equally and in equal shares unto,

Nancy Ruth Taylor, daughter, P. O. Box 1110 Mountainview, Wyoming, 82939, the Personal Representative; and

Russell Kenneth Parry, son, of 835 Glenwood Avenue, Grand Junction, Colorado, 81510; and

Sally Virginia Marciniak, daughter, of 2919 Willowtree Circle, Racine, Wisconsin, 53405;

4-

The following is a particular description of the rest, residue and remainder of the estate referred to herein and of which distribution is now decreed as above set forth, to-wit:

Separate Tract Description (tract 6 in Assessor Office)

A tract of land in the SE1/4SE1/4 of Section 27, Township 34 North, Range 109 West of the 6th P. M., Wyoming, particularly described as follows:

Starting at the Northeast corner of the SE1/SE1/4 of Section 27, Township 34 North, Range 109 West, and proceeding thence Westerly along the North line of the SE1/4SE1/4 of Section 27, a distance of 1030 feet to a point;

thence proceeding South 45°00' East, a distance of 360 feet to the point of beginning;

thence proceeding North 45°00' East, a distance of 155.4 feet to a point;

thence proceeding South 51°24' East, a distance of 50.3 feet to a point;

thence proceeding South 45°00' West, a distance of 161 feet to a point;

thence proceeding North 45°00' West, a distance of 50 feet to the point of beginning;

together with all improvements thereon, and easements, appurtenances and incidents belonging and appertaining thereto, and used in connection therewith, and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and the right to the use of all water, ditches and reservoirs used in connection therewith, and all Taylor Grazing rights; subject, however, to all mining, mineral and other exceptions, reservoirs and conditions of record.

Separate Tract Description (tract 7 in Assessor Office)

A tract of land in the SE1/4SE1/4 of Section 27, Township 34 North,

Range 109 West of the 6th P. M., Wyoming, particularly described as follows:

Starting at the Northeast corner of the SE1/SE1/4 of Section 27, Township 34 North, Range 109 West, and proceeding thence Westerly along the North line of the SE1/SE1/ of Section 27, a distance of 1030 feet to a point;

thence proceeding South
45° 00' East, a distance 410 feet to the point of beginning;

thence proceeding North 45° 00' East, a distance of 100 feet to a point;

thence proceeding South 45°00' East, a distance of 50 feet to a point;

thence proceeding South 45°00' West, a distance of 100 feet to a point;

thence proceeding North 45°00' West, a distance of 50 to the point of beginning;

together with all improvements thereon, and easements, appurtenances and incidents belonging and appertaining thereto, and used in connection therewith, and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and the right to the use of all water, ditches and reservoirs used in connection therewith, and all Taylor Grazing rights; subject, however, to all mining, mineral and other exceptions, reservoirs and conditions of record.

Separate Tract Description (tract in front of tract 7 in Assessor Office)

A tract of land in the SE1/4SE1/4 of Section 27, Township 34 North, Range 109 West of the 6th P. M., Wyoming, particularly described as follows:

Starting at the Northeast corner of the SE1/SE1/4 of Section 27, Township 34 North, Range 109 West, and proceeding thence Westerly along the North line of the SE1/SE1/ of Section 27, a distance of 1030 feet to a point;

thence proceeding South 45° 00' East a distance of 410 feet to a point;

thence proceeding North 45° 00' East a distance of 100 feet to the point of beginning;

thence North 45° 00' East, a distance of 61.0 feet to a point;

thence South 48° 40' East, a distance of 50.1 feet to a point;

thence South 45°00' West, a distance of 64.2 feet to a point;

thence North 45°00' West, a distance of 50 to the point of beginning;

together with all improvements thereon, and easements, appurtenances and incidents belonging and appertaining thereto, and used in connection therewith, and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and the right to the use of all water, ditches and reservoirs used in connection therewith, and all Taylor Grazing rights; subject, however, to all mining, mineral and other exceptions, reservoirs and conditions of record.

Dated this 3rd day of August, 2001.

D. Terry Rogers, 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

DECLARED A COUNTY ROAD BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ON THE 7TH DAY OF JULY, 2001;

William W. Cramer — Gordon R. Johnston

WILLIAM W. CRAMER, CHAIRMAN — GORDON R. JOHNSTON, COMMISSIONER

ATTEST:

Mary L. Lankford — Betty Fear

MARY L. LANKFORD, CLERK — BETTY FEAR, COMMISSIONER

LEGEND

□ INDICATES A CORNER RECORD ON FILE IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY.

• INDICATES A CALCULATED POSITION.

×———×——— INDICATES A FENCE LINE

——————— CENTERLINE OF ROAD. SEE RIGHT-OF-WAY NOTES.

285678

RECORDED Aug. 8 2001 9:10 AM

IN BOOK 78 Misc. PAGE 450

FEES $ 0 Mary L. Lankford COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

AMENDED PLAT OF THE GREENWOOD COUNTY ROAD NO.23-200 WITHIN W1/2 SECTION 27 N1/2 SECTION 28 T31N R111W SUBLETTE COUNTY, WYOMING

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451

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

IN THE MATTER OF THE ESTATE OF)
THOMAS DAVID MASON, deceased.)

IN THE DISTRICT COURT

THIRD JUDICIAL DISTRICT

Probate No. P-99-16

FILED

AUG 07 2001

ELLEN SMITH CLERK OF DISTRICT COURT
BY _____ DEPUTY CLERK

ORDER CONFIRMING SALE OF REAL PROPERTY

The above-captioned action came before the Court on the Verified Report Of Sale And Motion For Order Confirming Sale Of Real Property, as filed herein by the Executrix. The Court having examined and considered same, and being empowered to make orders concerning the matter set forth in said report and motion, and good cause appearing:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that sale of the below-described real property by the Executrix of the Estate of Thomas David Mason to Gregory Hall, a single man, as his sole and separate property, Grantee, shall be, and it is hereby confirmed. Said real property is more particularly described as follows:

A TRACT OF LAND LOCATED IN THE N½SW¼SE¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID N½SW¼SE¼; THENCE FROM SAID POINT OF BEGINNING N.01°15'E., ALONG THE WEST BOUNDARY OF SAID N½SW¼SE¼, A DISTANCE OF 382.0 FEET;
THENCE S.80°33'E., A DISTANCE OF 1111.21 FEET;
THENCE S.30°37'E., ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 352, A DISTANCE OF 225.0 FEET;
THENCE S.89°43'W., ALONG THE SOUTH BOUNDARY OF SAID N½SW¼SE¼, A DISTANCE OF 1219.08 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 7.54 ACRES, MORE OR LESS.

IT IS FURTHER ORDERED, ADJUDGE AND DECREED that First American Title Company shall now accept the proceeds of sale for said property and shall deliver to the purchaser the Deed Of Executrix, a copy of which is attached to said report, together with a certified copy of this order so that the purchaser may record said deed and a certified copy of this order in the office of the County Clerk of Sublette County, Wyoming.

DATED this 7th day of August, 2001.

JERE RYCKMAN
District Court Judge

285711

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 07 Aug 2001
ELLEN SMITH, Clerk of the District Court
County of Sweetwater
State of Wyoming
By _____ Deputy

RECORDED Aug. 9 2001 1:45 PM
IN BOOK 72 Misc. PAGE 451
FEES $6.00 _____ CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sutton

MEMORANDUM OF CONTRACT

TO WHOM IT MAY CONCERN:

On this 6 day of Aug., 2001, GERTRUDE SONNTAG and EDNA M. DALTON, as joint tenants with full right of survivorship and not as tenants in common, as Seller, and LONNIE R. WILLIAMS and OPAL F. WILLIAMS, husband and wife, as Buyer, entered into a Contract for Deed whereby Seller agreed to sell and Buyer agreed to buy the following described real property, to wit:

Lot 2, Block 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 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/or rights of way of record, in use and/or of sight.

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 6 day of Aug., 2001.

BUYERS:

LONNIE R. WILLIAMS

OPAL F. WILLIAMS

SELLERS:

GERTRUDE SONNTAG

EDNA M. DALTON

285718

RECORDED Aug. 9 2001 4:35pm
IN BOOK 72 Misc. PAGE 452
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Contract was acknowledged before me by LONNIE R. WILLIAMS and OPAL F. WILLIAMS this 9th day of August, 2001.

Witness my hand and official seal.

Sandra Adams
Notary Public

My Commission Expires: 8-17-04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8-17-04

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Memorandum of Contract was acknowledged before me by GERTRUDE SONNTAG and EDNA M. DALTON, this 8th day of August, 2001.

Witness my hand and official seal.

KAREN S. WENZ – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 4, 2004

Karen S Wenz
Notary Public

My Commission Expires: 1/04/04

BOULDER MEADOW RANCHES PROTECTIVE COVENANTS

This Declaration of Protective Covenants, regulating and controlling the use and development of certain real property is made to be effective on the 10th day of Aug, 2001, by the undersigned owners of Boulder Meadow. The real property described more particularly in Exhibit A contains significant wildlife habitat and is of scenic and natural value. The owners hereby declare and adopt the following protective covenants to preserve and maintain the natural character and value of the property for all owners of the property or any part thereof.

NOW THEREFORE, Declarants hereby declare that the property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following reservations, easements, restrictions and covenants which shall run with the property and be binding upon all parties having any rights, title or interest in and to the property, or any part thereof, their heirs, successors, and assigns.

I. DEFINITIONS

The following terms shall carry the following definitions for the purpose of these Protective Covenants:

A. "Declarants" shall mean and refer to the owners of all real property located in Boulder Meadows, at the time of the adoption of these Protective Covenants.

B. "Tract" or "lot" shall mean and refer to any of the single family residential tracts of land in the Boulder Meadow Subdivision.

C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any tract.

D. " Property" shall mean and refer to that certain real property more particularly described on Exhibit A, which is attached hereto, and by this reference made a part hereof.

E. "Common roads" means the private roadways within the property which provide access to the individual tracts shown on the map, attached hereto as Exhibit B, and by this reference incorporated herein.

F. "Common services" means roadway maintenance, snow removal services, utility line maintenance, and other common services provided to the property.

285724

RECORDED Aug 10 2001 12:35 PM
IN BOOK 12 Misc PAGE 454
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

II. DESIGN AND CONSTRUCTION STANDARDS

The following standards and restrictions are applicable to the construction, remodeling, alterations, and exterior refinishing of any and all structures, improvements and developments on any tract. All improvements shall be of new construction. No structures other than single family residential dwellings, and supporting structures incidental to residential use shall be permitted on said lots or tracts. All construction shall be of new material, except for materials used for architectural detailing such as barn wood trim, and shall be constructed on site. No modular, panel or manufactured type construction shall be allowed. No mobile home or trailer house type structure shall be allowed. All structures once commenced shall be pursued diligently to completion and shall be completed within 18 months of commencement. All buildings and structures shall be constructed with log or wood siding materials, except barns, which may be of metal construction. Exterior finishes shall be semi-transparent, or heavy body stains, pigmented or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish and shall be flat, anodized or painted. Exterior colors shall be subdued or traditional or white or yellow in color.

III. UTILITIES

All utility lines shall be installed underground, and all gas tanks, propane tanks or other types of tanks shall either be buried or screened from view by use of a wood privacy fence.

IV. COMMERCIAL ACTIVITIES

There will be no commercial activities of any type permitted on the property except as allowed as home businesses and home occupations under the zoning resolutions of Sublette County or any successor resolution thereto. It is the intended that this be a strictly residential subdivision, except as allowed for home business and home occupations. Agricultural operations consistent with A-1 zoning restrictions shall not be considered commercial activities for purposes of this paragraph.

V. PERMANENT STRUCTURES

Only permanent structures will be allowed on the property.

VI. CONDITION OF BUILDINGS

No structure on the property shall be permitted to fall into disrepair and at all times structures on vacant property shall be kept in good condition and in neat appearance.

VII. ANIMALS

All owners of animals kept on the property shall exercise such proper care and control of their animals to prevent them from becoming a nuisance. Nuisance means any noisy animal, any vicious animal, and any animal that chews, tears, digs, scratches, litters, soils, destroys or in any other manner injures clothing, garbage, gardens, flower beds, lawns, trees, shrubbery or any other property within the subdivision. **NUISANCE SHALL INCLUDE ANY ANIMALS NOT PROPERLY RESTRAINED SO AS TO PREVENT ITS TRESPASSING ON OTHER TRACTS OF PROPERTY**. Excessive continued or untimely barking or molesting of passers by or vicious behavior shall also be deemed a nuisance. Any tract within the subdivision shall have no more than twelve (12) animal units on the property at any one time, and no more than four household pets (other than fish) per tract at any one time. In addition, regardless of the number of animals on the tract, overgrazing of the vegetation on the tract shall not be allowed. Owners of each lot shall be responsible for all domestic and house pets kept or maintained and any damage caused by them.

VIII. TRASH DISPOSAL

The disposal of trash, garbage or other debris by burning shall not be permitted on the property except for the cleaning up of construction debris and burning household paper goods in a legal container. All exterior garbage containers shall be screened from view of adjoining property owners. The use of exterior garbage containers shall be restricted to the disposition of inorganic and compacted household waste and garbage. No trash, brush piles, rubbish, junk, inoperative vehicles or any other unsightly items of waste shall be allowed on the property. The owner or occupant of any residence on the property shall do all things necessary or desirable to keep the property neat and in good order, and in the event that any owner or occupant shall so permit garbage to remain upon any lot, any other property owner in the subdivision may require prompt disposal thereof.

IX. FIREARMS

There shall be no hunting or discharging of any firearms on the property.

X. NUISANCES DISALLOWED

No noxious or offensive activities shall be carried on upon any portion of the property, nor shall anything be done or placed thereon which may become a nuisance or cause of reasonable

embarrassment, disturbance or annoyance to other tract owners in the enjoyment of their property. No non-operating vehicles shall allowed on any portion of the property for more than thirty (30) days.

XI. AMENDMENTS

These covenants may be amended at any time by the signature of the owners of at least 75% of the tracts in the subdivision. Any such amendments shall be effective upon recording in the Office of the County Clerk, Sublette County, Wyoming.

XII. ASSESSMENTS

Every person or entity who is either a record owner or a fee interest owner of any lot governed hereby, or a contract purchaser of any such lot shall be obligated to pay all assessments imposed by the Homeowners' Association, 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 upon each lot. The assessment levied by the property owners shall be agreed upon by the owners of at least 75% of the tracts in the subdivision and shall be used for the purpose of promoting the health, safety, welfare and enjoyment of the residents of the property. No assessments shall be imposed in excess of $500 per calendar year per lot without the approval of all land owners.

XIII. SEVERABILITY

Invalidation of one or more of these covenants or a part thereof by Court Order shall not effect in any manner the other provisions hereof, which shall remain in full force and effect.

XIV. PERPETUITY OF COVENANTS

These Protective Covenants shall be perpetual and shall apply to and be forever binding upon the subsequent owners of lots governed hereby, their heirs, executors, administrators and assigns, and they are imposed upon the reality described herein as an obligation and charged against the same, for the benefit of the owners of the property.

XV. VIOLATION OF THE COVENANTS

If the owner of any lot governed hereby shall violate these Protective Covenants, the Homeowners' Association or any other person owning a lot in the subdivision may prosecute at law or equity the person or persons violating the covenants to prevent such persons from doing so, or to recover damages, including the cost of reasonable attorney's fees for violation thereof, or

both. An action for mandatary injunction is specifically authorized to enforce these covenants.

XVI. COVENANTS NOT REPLACE APPLICABLE LAW

These covenants are in addition to all applicable zoning, development and building regulations imposed by Sublette County or any other governmental agency having jurisdiction over the lots described herein. In the event of a conflict between any of the regulations or restrictions, covenants or applicable zoning laws, the more restrictive provisions shall apply.

XVII. WYOMING LAW

These Protective Covenants shall be construed by applying all applicable Wyoming and Sublette County laws, regulations, resolutions, restrictions and ordinances.

XIII. HEADINGS

The headings used in this document are for convenience and should not be construed in any way to contradict the language of these Protective Covenants.

XIX. HOMEOWNERS' ASSOCIATION

Any and all owners of any lot or tract within the subdivision shall be allowed to appoint one person per tract to the Homeowners Association to represent that lot or tract at any Homeowners Association meeting. That person shall have the authority to vote for that tract on matters of annual assessments, Water Master elections, or any other matters which the Homeowners Association deems appropriate.

XX. WATER MASTER

All water on the property, other than the domestic water wells for domestic use shall be controlled by a Water Master. Said Water Master is to be elected by majority vote of the Homeowners Association, and shall serve a term of three (3) years. Boulder Meadow Ranches shares private water ditches and canals with and is designed to function as a whole with other parcels of real property including the Ellis Ranch, the Kochever Ranch and seven lots on the east side of the subdivision, just west of Boulder Meadow Ranches. The Water Master shall coordinate with the representatives of the these other parcels of real property to insure distribution of available water in order to provide the best available supply for irrigation for all of the various parcels of real property.

XXI. BUILDING ENVELOPES

No structure shall be permitted on any tract other than in the designated building envelope

identified on Exhibit C attached hereto and by this reference incorporated herein.

XXII. FURTHER SUBDIVISION OF TRACTS

No tracts shall be subdivided any further than the current subdivision currently in place for such a tract.

Dated as of the date set forth above.

DECLARANTS:

BOULDER MEADOW RANCHES

BY: Sondra Ellis
SONDRA ELLIS

Albert Ellis
ALBERT ELLIS

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY SONDRA ELLIS AND ALBERT ELLIS THIS 10TH DAY OF AUGUST 2001.

WITNESS MY HAND AND OFFICIAL SEAL.

SHARI PAPE – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8-7-04

NOTARY PUBLIC

MY COMMISSION EXPIRES: AUGUST 7, 2004

EXHIBIT A

Tracts 1 through 7 as shown on the Final Plat of the Boulder Meadow Ranches Large Tract Development which is filed in the Office of the Clerk of Sublette County, Wyoming in Book 72, Misc., page 426.

LEGAL DESCRIPTION
BOULDER MEADOW RANCHES LARGE TRACT DEVELOPMENT

A tract of land located in part of section 15, T. 32N., R. 108W., of the 6th P.M., Sublette County, Wyoming being more particularly described as follows:

Beginning at the Northeast section corner of said section 15, said corner marked by an aluminum cap in U.S. hwy 353, thence South, 2651.77 feet to the East 1/4 corner of said section 15 marked by a brass cap.

Thence S00°05'29"E, 2648.85 feet to the Southeast corner of said section 15 marked by a brass cap in Co. Rd. 23-124.

Thence N89°39'52"W, 1734.34 along South line of said section 15 to a 2 1/2" aluminum cap in Co. Rd. 23-124.

Thence N00°05'28"W, 2650.78 feet to a 2 1/2" aluminum cap.

Thence North, 154.19' to a 2 1/2" aluminum cap.

Thence N81°36'31"W, 1063.65 feet to a 2 1/2" aluminum cap.

Thence N21°30'07"E, 1899.93 feet to a 2 1/2" aluminum cap.

Thence N00°21'48"E, 576.52 feet to a point on the North line of said section 12 said point being in U.S. hwy 353.

Thence S89°37'02"E, 2086.56 feet along said North line of section 12 to the point of beginning.

Said tract of land encompasses 246.24 acres more or less.

Rio Verde Engineering
J.O. 2742LT
June 15, 2001

EXHIBIT B

EXHIBIT C

The Final Plat of the Boulder Meadow Ranches Large Tract Development which is filed in the Office of the Clerk of Sublette County, Wyoming in Book 72, Misc., page 426. Shown on this Plat are the Building Envelopes for Tracts 1 through 7.

463

WYW-148078
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-148078

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:

Wyoming Game and Fish Department
5400 Bishop Boulevard
Cheyenne, WY 82006

receives a right to construct, operate, maintain, and terminate a access road, parking area and fence on public lands described as follows:

T. 33 N., R. 110 W.
section 15, NW¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein for the access road is 50 feet wide, 1,000 feet long, the parking area is .75 acres in size, and the fence is 10 feet wide, 1,600 feet long and the right-of-way contains 2.3 acres total, 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.

285758

RECORDED Aug. 13 2001 3:15 PM
IN BOOK 72 Misc. PAGE 463
FEES $ 16.00 M. Lou CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy

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 Exhibit A, dated June 8, 2001 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.

g. 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.

h. 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).

i. 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.

j. 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.

k. 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 8, 2001. 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.

l. 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.

m. 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.

n. Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.

o. A qualified BLM archeologist will monitor construction.

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

(Signature of Holder)

Deputy Director, Wyoming Game + Fish
(Title)

07-02-01
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

07/09/01
(Effective Date of Grant)

466

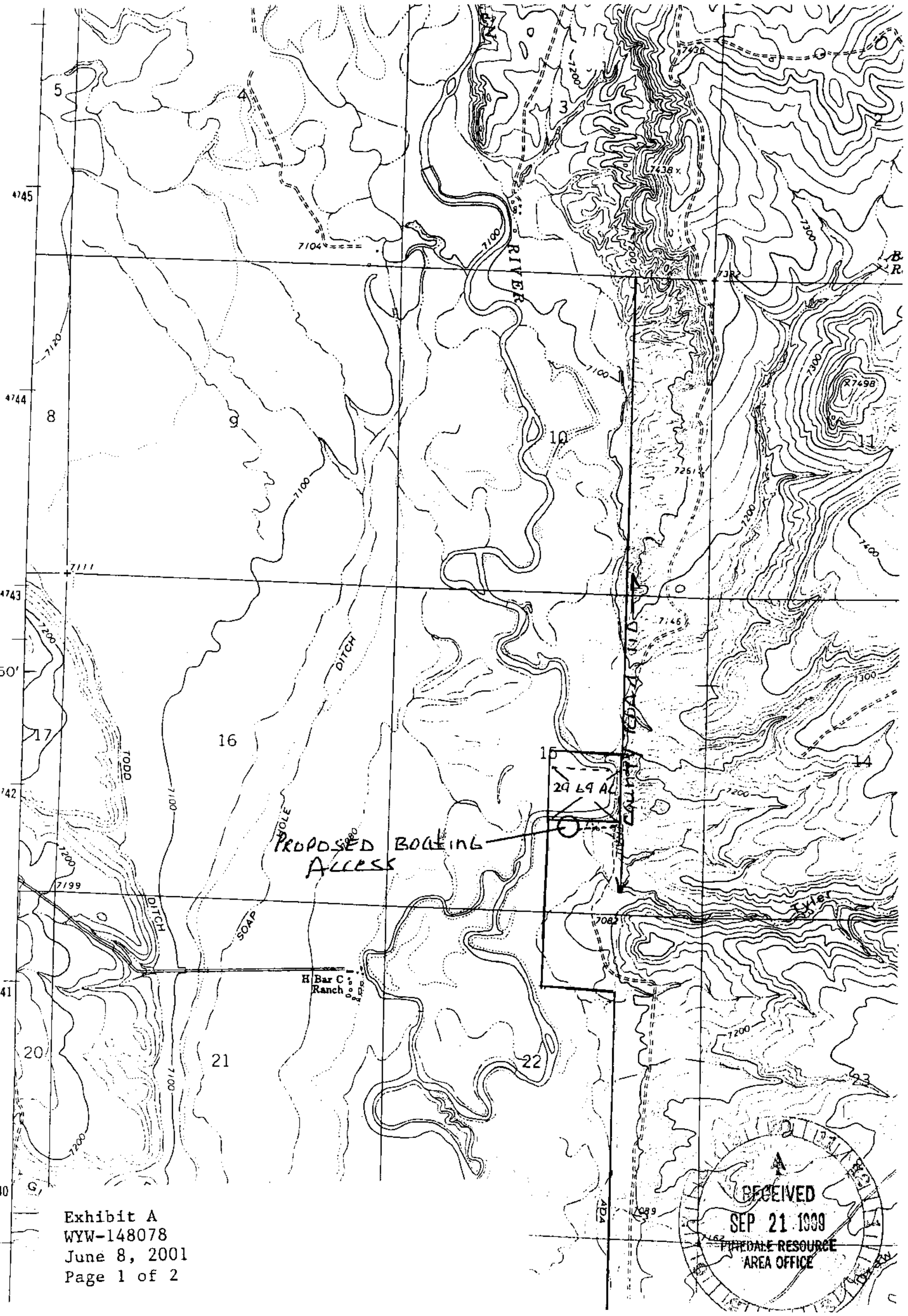
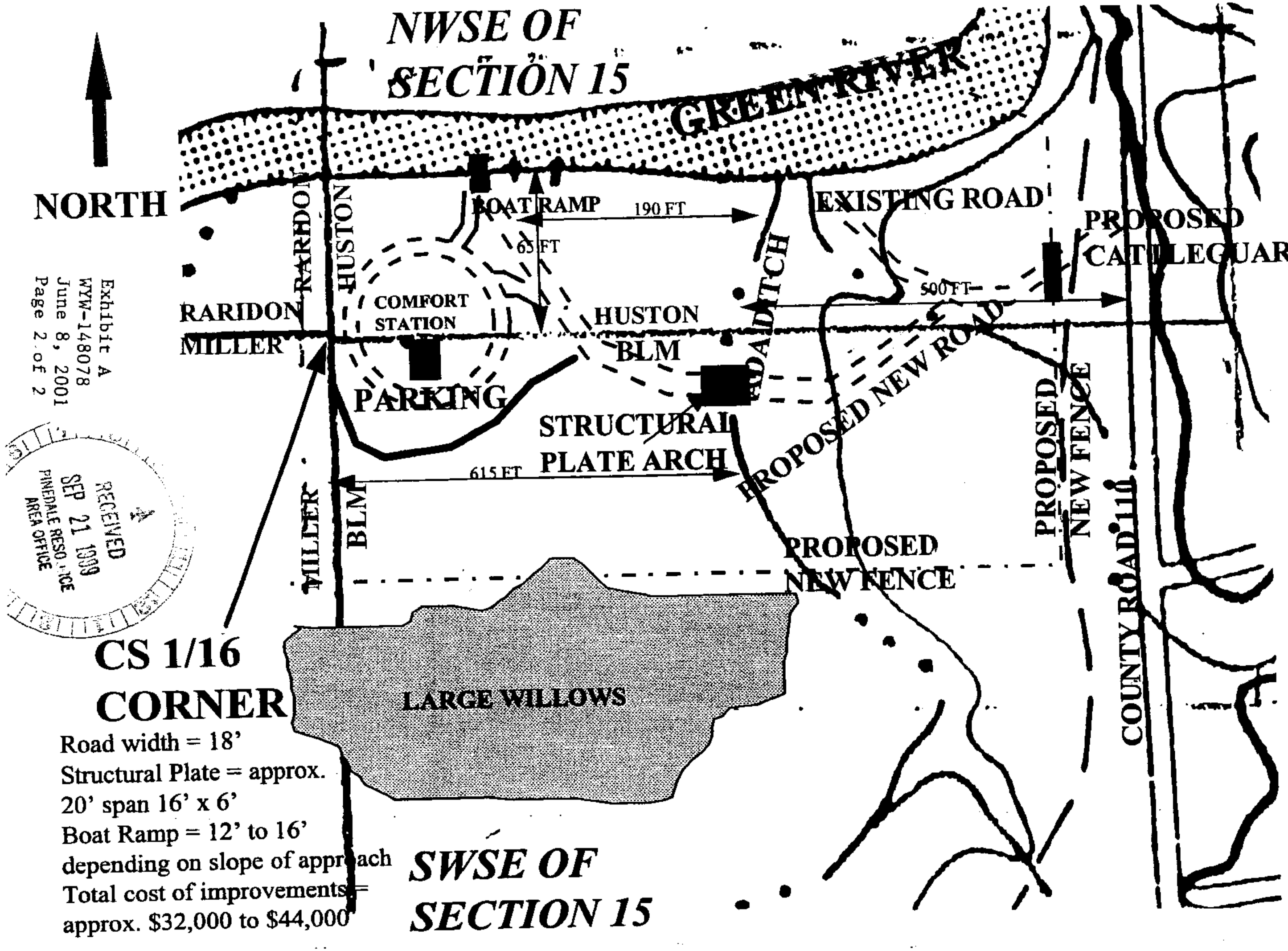


Exhibit A
WYW-148078
June 8, 2001
Page 1 of 2

Exhibit A
WYW-148078
June 8, 2001
Page 2 of 2



Road width = 18'
Structural Plate = approx.
20' span 16' x 6'
Boat Ramp = 12' to 16'
depending on slope of approach
Total cost of improvements =
approx. $32,000 to $44,000

RECEIVED
SEP 21 1999
PINEDALE RESOURCE
AREA OFFICE

4648

WYW-151632
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-151632

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: **285764**

RECORDED Aug. 13 2001 4:10 PM
IN BOOK 72 Misc. PAGE 469
FEES $14.00 M L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Stice

a. By this instrument, the holder:

Mountain Gas Resources
PO Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 30 N., R. 108 W.
section 25, SW¼SW¼;
section 26, S½SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 2,598 feet long and contains 3.0 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.

(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 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 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 Exhibit A dated June 4, 2001, 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 or permit 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. 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.

g. 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).

h. 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.

i. 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.

j. 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 4, 2001. 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.

k. 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.

l. 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.

(OVER)

m. *Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.*

n. *Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.*

o. *Construction activity and surface disturbance will be prohibited during the period from April 1 to July 31 for the protection of sage grouse nesting habitat.*

Construction activity and surface disturbance will be prohibited during the period from November 15 to April 30 for the protection of sage grouse wintering area.

Any exceptions to this requirement must have prior written approval from the authorized officer.

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

Paul Hatfield
(Signature of Holder)

So. West Wyo Area Mgr.
(Title)

6-13-01
(Date)

Priscilla E. Mecham
(Signature of Authorized Officer)

Field Manager
(Title)

06/15/01
(Effective Date of Grant)

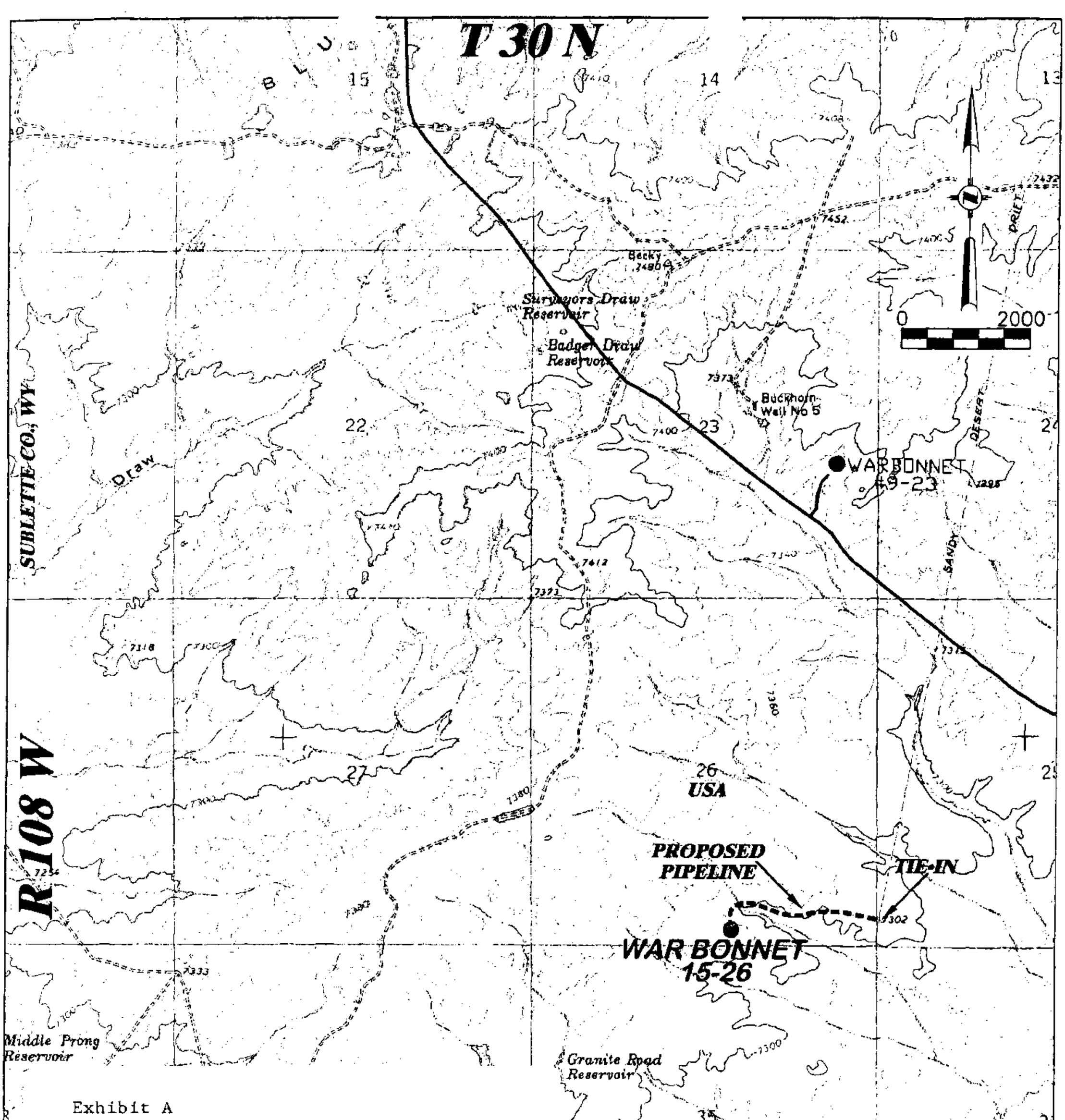


Exhibit A
WYW-151632
June 4, 2001

DRG RIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

SCALE: 1" = 2000'
JOB No. 7282
DATE: 12/08/00

PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES WAR BONNET 15-26

TOTAL PROPOSED LENGTH: 2598'

PROPOSED PIPELINE ------
EXISTING ROAD ——————

TOPO MAP B

RECEIVED
AUG 8 2001
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS FIELD OFFICE

WYW-151633
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-151633

==========

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
PO Box 100
Green River, WY 82935

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 30 N., R. 108 W.
section 23, SW¼NW¼, W½SW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 3,186 feet long and contains 3.7 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.

285765

Page 1 of 4

RECORDED Aug. 13 2001 4:10PM
IN BOOK 72 Misc PAGE 474
FEES $ 14.00 M L LHA COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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 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 Exhibit A dated July 16, 2001, 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 or permit 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. 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.

g. 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).

h. 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.

i. 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.

j. 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 July 16, 2001. 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.

k. 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.

l. 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.

m. *Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Submit testing results and DEQ permit to the authorized officer. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.*

n. *Cultural resources potentially affected by this undertaking will be managed in accordance with the Pinedale Anticline/Jonah Gas Field Programmatic Agreement (PA) and its Management Plan. Until this document is completed, cultural resources will be managed in accordance with the Wyoming State Protocol Agreement for cultural resources (ratified April, 1998) and regulations contained within 36 CFR 800. The standard stipulations for cultural resource management will also apply.*

o. *Construction activity and surface disturbance will be prohibited during the period from April 1 to July 31 for the protection of sage grouse nesting and/or nests/young.*

Construction activity and surface disturbance will be prohibited during the period from November 15 to April 30 for the protection of sage grouse wintering habitat.

Any exceptions to this requirement must have prior written approval from the authorized officer.

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

David Hatfield
(Signature of Holder)

So. West Wyo Area Mgr
(Title)

7-18-01
(Date)

Priscilla E. Mecham
(Signature of Authorized Officer)

Field Manager
(Title)

7/20/01
(Effective Date of Grant)

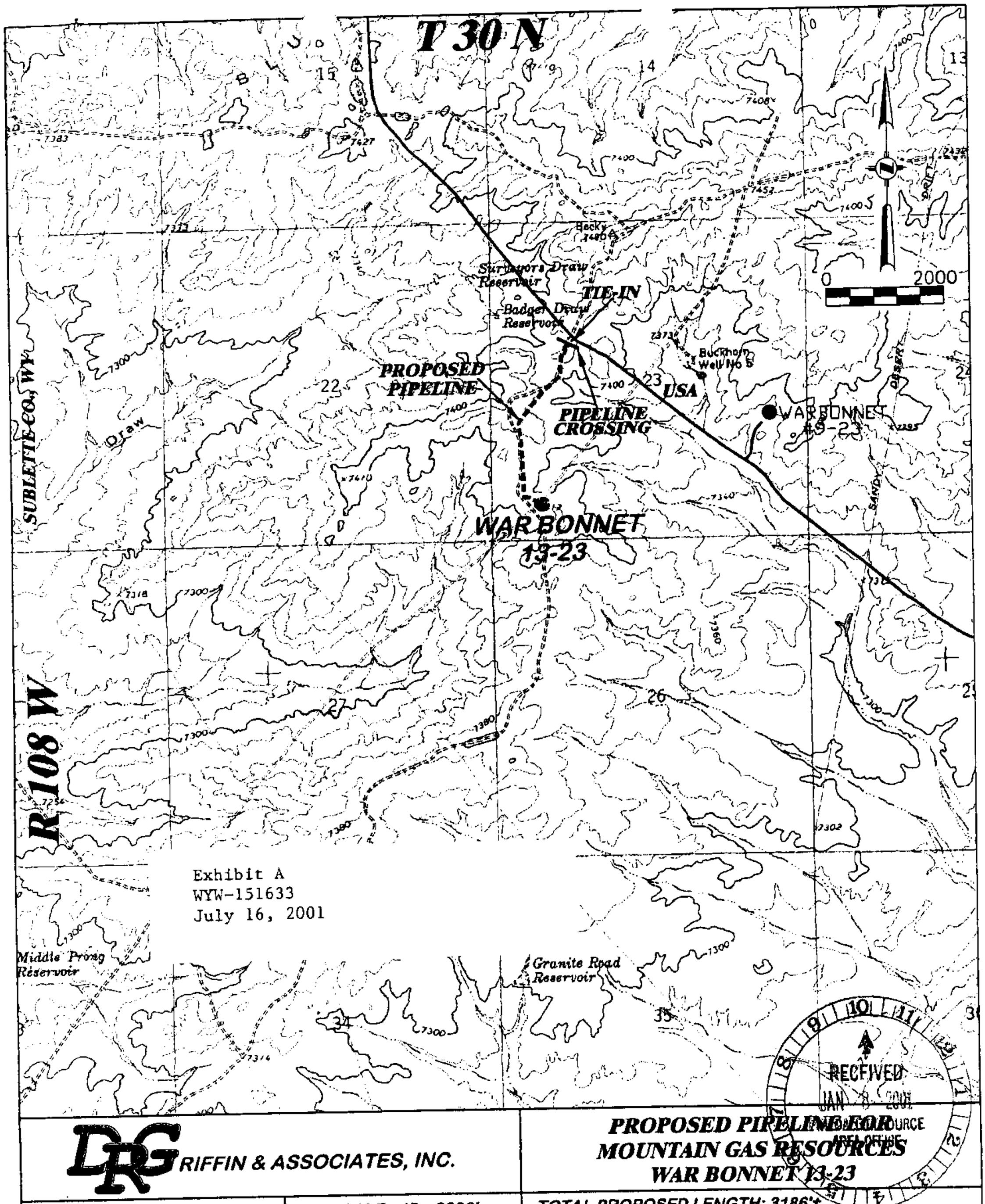


Exhibit A
WYW-151633
July 16, 2001

GRIFFIN & ASSOCIATES, INC.	PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES WAR BONNET 13-23
1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000' JOB No. 7280 DATE: 12/20/00
	TOTAL PROPOSED LENGTH: 3186'± PROPOSED PIPELINE --------- EXISTING ROAD ———
	TOPO MAP 2

WATER RIGHT CONVEYANCE

CIRCLE NINE RANCH, INC., 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, TRANSFER AND ASSIGN, without warranty of title, to **MAIN PASS, LLC**, grantee, whose address is 433 Metatrie Road, Suite 600, Metatrie, LA 70005, the following described water rights, 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 existing irrigation 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:

Water rights currently appurtenant to that portion of the SW1/4SE1/4, Section 5, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, lying westerly of U.S. Highway 191 delivered by and through the Fayette Irrigation District; (13.26 net acres irrigable under Permit #7496, George R. Denise Appropriation, Priority 6/22/1906)

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 upstream 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, it's heirs and assigns. Grantor may appropriate new water rights for these lands.

The Grantor hereby waives any and all notices which may be required by law and neither it nor it's 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 any 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 9 day of August, 2001.

ATTEST:

CIRCLE NINE RANCH, INC., A Wyoming Corporation:

SEAL

BY: P.H.S.

ITS: President

Secretary

285780

RECORDED Aug. 14 2001 1:35 PM
IN BOOK 72 Misc. PAGE 479
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing **Water Right Conveyance** was acknowledged before me by CIRCLE NINE RANCH, INC., a Wyoming corporation, by Phelps H. Swift, Jr, its (title) President, ~~and attested to and sealed by its Secretary~~, this 9 day of August, 2001.

WITNESS my hand and official seal.

L H Russo
NOTARY PUBLIC

My Commission Expires:
12/03/02

LINDA HAINS RUSSO - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 12/03/02

WATER RIGHT CONVEYANCE

CIRCLE NINE RANCH, INC., 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 TRANSFER AND ASSIGN without warranty of title, to **MAIN PASS, LLC**, grantee, whose address is 433 Metatrie Road, Suite 600, Metatrie, LA 70005, the following described water rights, 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 existing irrigation 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:

Water rights currently appurtenant to:
A tract of land in the SE1/4NE1/4 of Section 8, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
Beginning at the East Quarter Corner of said Section 8, thence N.89°46'04.5" W., along the center section line, a distance of 653.95 feet;
thence N.30°08'16.6"E., a distance of 380.06 feet;
thence N.83°31'51.1"E., a distance of 464.66 feet;
thence S.00°12'43.2"E., along the east section line a distance of 383.69 feet to the point of beginning delivered by and through the Fayette Irrigation District;
(4.51 net acres irrigable under Permit #7496, Obadiah H. Denise Appropriation, Priority 6/22/1906)

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 upstream 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, her heirs and assigns. Grantor may appropriate new water rights for these lands.

The Grantor hereby waives any and all notices which may be required by law and neither it nor it's 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 any 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 9 day of August, 2001.

ATTEST:

CIRCLE NINE RANCH, INC., A Wyoming Corporation:

SEAL

BY: [signature]

ITS: President

Secretary

285781

RECORDED Aug. 14 2001 1:35 PM
IN BOOK 72 Misc. PAGE 480
FEES $ 8.00 [signature] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing **Water Right Conveyance** was acknowledged before me by CIRCLE NINE RANCH, INC., a Wyoming corporation, by Chelps H. Swift, JR., its (title) President, ~~and attested to and sealed by its Secretary~~, this 9 day of August, 2001.

WITNESS my hand and official seal.

L H Russo
NOTARY PUBLIC

My Commission Expires:
12/03/02

LINDA HAINS RUSSO - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires 12/03/02

IN THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

RICHARD G. UNRUH and SUSAN B. UNRUH,	)	
Plaintiffs,	)	**Civil Action No. 6068**
vs.	)	
DUANE V. EARLY, F. KATHLEEN MCEARLY, and JACQUELINE MORGAN,	)	
Defendants.	)	

FILED

OCT 26 2000

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

STIPULATED JUDGMENT AND DECREE QUIETING TITLE

THIS MATTER, having come before the Court as the parties' Stipulated Judgment and Decree Quieting Title, the Plaintiffs having appeared by and through counsel, Elizabeth Greenwood and Robert A. Bundy, the Defendants having appeared by and through counsel, William H. Twichell, the Court noting the signatures of the parties and their respective counsel on this Stipulated Judgment and Decree Quieting Title, the Court having reviewed the file and the pleadings, including Plaintiffs' Motion for Summary Judgment, the Brief in Support thereof and the Affidavits attached thereto, and now being fully informed in the premises,

FINDS:

1. The parties herein share a property boundary upon which a fence has existed at least as early as 1958 and has been recognized as the boundary line between the parcels since that time (the historic fence).

2. The Plaintiffs own the eastern parcel and Defendants own the western parcel.

3. During the summer of 1998, the Defendant's commissioned a survey, which indicated that the historic fence was located west of the survey line.

4. During the summer of 1999, the Defendant's built a new fence (the new fence) on the surveyed boundary line, which lies east of the historic fence and removed the historic fence.

285796

RECORDED Aug 14 2001 3:25 P M
IN BOOK 12 Misc PAGE 482
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

482

5. The parcel located between the historic fence and the new fence encompasses approximately 2.73 acres (the disputed parcel).

6. On October 13, 1999, the Plaintiff filed their Complaint for Quiet Title and Jury Demand.

7. Therein the Plaintiffs claimed title, by virtue of the doctrine of adverse possession, to the disputed parcel.

8. The disputed parcel is more specifically described as follows:

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

9. The Plaintiffs, or their predecessors in interest, have actually and continuously possessed and occupied the disputed parcel for at least 40 years.

10. During such possession, the Plaintiffs, or their predecessors in interest, have put the disputed parcel to use as hay meadow or ranch land and have occupied the same in a manner plainly indicating that they are the owners of the disputed parcel.

11. Plaintiffs have established that they or their predecessors in interest have had actual, open, notorious, exclusive, continuous and hostile possession of the disputed parcel for a period exceeding the statutory period.

12. The parties have agreed that the Defendants will remove the new fence and the historic boundary shall be the legal boundary between their respective parcels.

13. The Defendants admit all the essential elements of the Plaintiffs' claim of title to the disputed parcel by virtue of the doctrine of adverse possession.

14. The parties further recognize and are cognizant of their respective rights and duties pursuant to W.S. §11-28-106 and have agreed that each shall construct a portion of the fence along the historic boundary.

15. Title to the disputed parcel should be quieted in the Plaintiffs.

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

1. That title shall now and forever be quieted in the Plaintiffs, Richard G. Unruh and Susan B. Unruh, husband and wife, as tenants by the entireties with full rights of survivorship and not as tenants in common, in the subjet

real property situate in Sublette County, Wyoming and more particularly described as follows:

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

2. That the Defendants shall remove or cause to be removed the new fence that they constructed on the eastern boundary of the disputed parcel.

DONE this 25th day of Oct, 2000.

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

Honorable Nancy J. Guthrie
DISTRICT COURT JUDGE

Richard Unruh

Duane V. Early

Susan B. Unruh

F. Kathleen McEarly

Jacqueline Morgan

Elizabeth Greenwood
Robert A. Bundy, Associate
Attorneys at Law
PO Box 1479
Pinedale, WY 82941
(307) 367-6814
(307) 367-6805 [fax]

Attorneys for Plaintiffs

William H. Twichell
128 West Pine Street
PO Box 1219
Pinedale, WY 82941-1219
(307) 367-2414
(307) 367-2413 [fax]

Attorney for Defendants

Description for

ELIZABETH GREENWOOD

Attorney-at-Law

for

RICHARD G. UNRUH AND SUSAN B. UNRUH, husband and wife

To wit:--

That part of the E½NW¼ of Section 24, T33N, R109W, Sublette County, Wyoming being part of that instrument of record in the Office of the Clerk of Sublette County in Book 38 of Warranty Deeds on page 511 described as follows:

BEGINNING at the north one-quarter corner of said Section 24;

thence N89°-52'W, the base bearing for this survey, 57.38 feet to a point;

thence S00°-20.5'E, 2631.98 feet along an extant fence line to the north right-of-way line of the South Bench County Road No. 23-109 and terminus of said fence line;

thence continuing S00°-20.5'E, 50.02 feet to an intersection with the south line of said E½NW¼;

thence S89°-31.5'E, 31.20 feet along said south line to the center one-quarter corner of said Section 24;

thence N00°-13'E, 2682.10 feet along the east line of said E½NW¼ to the **CORNER OF BEGINNING;**

SUBJECT to an easement for said County Road;

each Corner found as described in the Corner Record filed in said Office;

each Point and Intersection temporarily marked with a 3/8x12 ins. steel spike;

ENCOMPASSING an area of 2.73 acres, more or less;

all in accordance with the plat prepared titled, "PLAT TO ACCOMPANY LOT DIVISION APPLICATION for MARK PEARSON GRANT BECK PLAT OF TRACTS IN S½NE¼ SECTION 24 T33N R109W SUBLETTE COUNTY, WYOMING".

30 June 1999, revised 3 October 2000

33n109w.des unruh

ofessional Land Surveyors

ul N. Scherbel
yo. Registration No. 164
sho Registration No. 3990
ah Registration No. 1670
vada Registration No. 5805

oll A. Scherbel
yo. Registration No. 3869
sho Registration No. 8026
ah Registration No. 372111

arlowe A. Scherbel
yo. Registration No. 5368

rveyor Scherbel, LTD.
ton, Wyoming
g Piney, Wyoming
ckson, Wyoming
va Hot Springs, Idaho
mpeter, Idaho

EXHIBIT "A"

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

AFFIDAVIT

STATE OF WYOMING)
ss
COUNTY OF SUBLETTE)

Cornelia M. Robinson, being first duly sworn upon her oath, according to law, deposes and says:

1-

That she resides at 9025 North 109th Avenue Sun City, Arizona;

2-

That she is one of the trustees named in the Cornelia M. Robinson Trust;

3-

That the following described real estate is included in the said trust estate, to-wit:

Lots 9 and 10, Block 13, C. P. MacGlashan Addition to the Town of Big Piney, Wyoming;

4-

That the date of the said Cornelia M. Robinson Trust as mentioned in Quitclaim Deed recorded December 13, 1989 in Book 9 of QCD records, Page 233, is June 22, 1989.

5-

This affidavit is made to comply with Wyoming State Statute 34-2-122.

Cornelia M. Robinson
Cornelia M. Robinson

Subscribed in my presence and sworn to before me this 14h day of August, 2001.

John S. Mackey
Notary Public

My Commission Expires:

JOHN S. MACKEY – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires Aug. 4, 2005

285799

RECORDED Aug. 14 2001 4:30 PM
IN BOOK T2 Misc. PAGE 486
FEES $ 16.00 M. Lou Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF JAMES T. MARIANO,)
)
Deceased.)

PROBATE NO. 1237

FILED

AUG 15 2001

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

ORDER NUNC PRO TUNC

THIS MATTER has come before the Court on the Motion For Order Nunc Pro Tunc of the Personal Representative of the above captioned Estate, by and through the Estate Attorney, RALPH E. WOOD. This Motion prays the Court for an Order Nunc Pro Tunc correcting two errors of omission contained in that certain Order Approving Final Report And Accounting And Decree Distribution as entered herein on 4/19/88. The Court has reviewed said Motion and finds that the concerned errors were in fact clerical errors and should be corrected.

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

1. That this matter is hereby reopened for the sole purpose of the entry of this Order Nunc Pro Tunc.

2. That the certain Order Approving Final Report And Accounting And Decree Of Distribution, as entered herein on 4/19/88, be and hereby is amended to read as follows:

ORDER APPROVING FINAL REPORT
AND ACCOUNTING AND DECREE OF DISTRIBUTION

The above captioned matter came on for hearing 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 having examined the waiver of notice, waiver of accounting, and consent to approval of final report, as duly executed by the heirs and distributees for 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 determination on the merits.

This matter, proceeding on to final determination, the Court specifically finds that each and all of the statements made in the said final report and petition for distribution are true and correct, that no accounting is required for this estate since the Personal Representative, heirs and distributees of this estate have waived said accounting; that the conduct of the Personal Representative in the administration of this estate as reflected in said report is in accordance with the law and the prior orders of this

285815

RECORDED Aug. 16 2001 9:45AM
IN BOOK 72 MISC. PAGE 487
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

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 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 hereinafter described real property be and hereby is distributed to BEVERLY MARIANO, to-wit:

All of the Decedent's right, title and interest in and to the following described real property:

Parcel 1:
A tract containing 70.0 acres, more or less, situated in portions of the N1/2SW1/4 of Section 13, and the N1/2SE1/4 of Section 14, Township 36 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows:
Beginning at the center quarter corner of said Section 13;
thence southerly, along the north-south centerline of said Section 13, a distance of 642.00 feet;
thence westerly, along a line parallel to the east-west centerline of said Section 13, a distance of 2,640 feet, more or less, to a point located on the west boundary line of said Section 13;
thence westerly, along a line parallel to the east-west centerline of Section 14, a distance of 2,360 feet, more or less, to a point in the easterly bank of the Green River;
thence northeasterly along a line parallel to the aforementioned bearing, also running generally along the east bank of the Green River, a distance of approximately 813.73 feet, more or less, to a point in the east-west centerline of said Section 14;
thence easterly, along the east-west centerline of said Section 14, a distance of 1,860 feet, more or less to the east quarter corner of said Section 14;
thence easterly, along the east-west centerline of said Section 13, a distance of 2,640 feet, more or less, to the center quarter corner of said Section 13, being the point of beginning;
TOGETHER WITH all improvements and appurtenances, water and water rights, ditch and ditch rights, reservoir and reservoir rights thereunto appertaining
SUBJECT TO reservations and restrictions contained in the United States patents or other matters of public record, to easements and rights-of-way of record or in use and to prior mineral reservations of record

Parcel 2:
Tract No. Ten (10) of the Redstone Upper Green River Subdivision, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;

Parcel 3:
Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;
Section 2: NW1/4SE1/4;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED; that all of the rest and remainder of the property of the decedent, of whatsoever nature and wheresoever located, including any after discovered property, be and hereby is distributed to BEVERLY MARIANO.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED; that the final report and petition for distribution be, and the same hereby are, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same are hereby fully and finally approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED; that the Personal Representative shall proceed to make final distribution of all assets of this estate now in her hands to BEVERLY A. MARIANO, surviving spouse and sole distributee of the decedent.

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 her petition for discharge."

3. That the Personal Representative be and hereby is released and discharged from any and all liability hereafter incurred, and the said Estate is hereby closed.

DATED this 13th day of August, 2001.

D. TERRY ROGERS
Judge of the District Court

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

AFFIDAVIT

State of Wyoming)
) ss
County of Sublette)

COMES NOW, James L. Platts and Daphne D. Platts, husband and wife, of County of Sublette and State of Wyoming, who being sworn on oath according to law, do hereby make the following statements of fact and affirm:

1. James L. Platts' and Daphne D. Platts' mailing address is:

James L. and Daphne D. Platts
P. O. Box 250
Pinedale, WY 82941

2. THAT James L. Platts and Daphne D. Platts are owners of that portion of the NW/4 SE/4, Section 27, T.34N., R.109W., 6th P.M., Sublette County, Wyoming which is recorded in the Office of the Clerk of Sublette County in Book 34, Deeds, page 428.

3. THAT James L. Platts and Daphne D. Platts have granted a permanent easement for the Shared Use Path which is recorded in the Office of the County Clerk of Sublette County in Book 71, Misc., page 350.

4. THAT James L. Platts and Daphne D. Platts have granted a temporary easement for construction of the Shared Use Path which is recorded in the Office of the County Clerk of Sublette County in Book 71, Misc., page 347.

5. THAT the temporary construction easement will expire on August 21, 2001.

6. THAT a one-year extension of the construction easement filed in the Office of the Clerk of Sublette County in Book 71, Misc., page 347 be granted.

7. THAT at the end of the extension on August 21, 2002, that the temporary construction easement will expire.

James L. Platts

Daphne D. Platts

The foregoing instrument was acknowledged before me by James L. Platts and Daphne D. Platts this 15th day of August, 2001.

Witness my hand and official seal.

Notary Public

My Commission expires: 2/23/2005

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2005

285838

RECORDED Aug 17 2001 8:45 M
IN BOOK 73 misc PAGE 490
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

IN RE.THE MATTER OF THE ESTATE OF:

MURIEL JEAN GRISET, **285954**

Deceased.

RECORDED Aug. 21 2001 3:20PM
IN BOOK 72 Misc. PAGE 491
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoles

AFFIDAVIT OF SURVIVORSHIP PURSUANT TO W.S. § 2-9-102

STATE OF WYOMING }
ss.
County of Sublette }

The Affiants, JACK L. GRISET and JOSEPH M. GRISET, while under oath depose and state as follows:

(A) We are adults, competent to testify in the above captioned action;

(B) We make the following affirmations based upon our own best investigations, information and beliefs;

(C) We are interested persons pursuant to W.S. § 2-9-102, and make this Affidavit pursuant to W.S. § 2-9-102;

(D) This affidavit relates to the following described parcels of real property situate in the County of Sublette, and State of Wyoming, more particularly described as follows, and hereinafter referred to as the "SUBJECT PROPERTY":

First Lots:

Lots 108 and 109, Block 2, Barger Subdivision, Second Filing, Sublette County, Wyoming, as the same appear on the official plats thereof filed in the office of the Sublette County Clerk.

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

Second Lots:

Lots 68 and 69, Block 3, Barger Subdivision, Second Filing, Sublette County, Wyoming, as the same appear on the official plats thereof filed in the office of the Sublette County Clerk.

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

(E) The SUBJECT PROPERTY was conveyed to JACK L. GRISET and MURIEL J. GRISET, and JOSEPH M. GRISET via a Corrective Deed recorded January 7, 2000, with the Sublette County Clerk. *See Attached Exhibit A: Corrective Deed*;

(F) MURIEL J. GRISET passed away on the 18th day of December, 200. *See Attached Exhibit B: State of Idaho Certificate of Death for MURIEL JEAN GRISET*; and

(G) Following the death of MURIEL JEAN GRISET, JACK L. GRISET and JOSEPH M. GRISET were the sole interest holders in the SUBJECT PROPERTY.

FURTHER AFFIANT SAYETH NAUGHT.

Jack L. Griset
JACK L. GRISET

JOSEPH M. GRISET

STATE OF Idaho }
ss.
County of Lemhi }

The foregoing Affidavit Of Survivorship Pursuant To W.S. § 2-9-102 was subscribed, sworn to and acknowledged before me by JACK L. GRISET, on this 6th day of August 2001.

Witness my hand and official seal.

[SEAL]

Notary Public for the State of Idaho
My Commission Expires: 1/10/04

STATE OF WASHINTON }
ss.
County of SNOHOMISH }

The foregoing Affidavit Of Survivorship Pursuant To W.S. § 2-9-102 was subscribed, sworn to and acknowledged before me by JOSEPH M. GRISET, on this 23rd day of July 2001.

Witness my hand and official seal.

[SEAL]

Notary Public for the State of WASHINGTON
My Commission Expires: 7/1/02

CORRECTIVE DEED

By FRANCES E. STEINMETZ as Successor TRUSTEE of the ANNE E. BARGER FAMILY TRUST, dated December 26, 1989; JACK L. GRISET and MURIEL J. GRISET, husband and wife; and JOSEPH M. GRISET, a single man.

RECITALS

1. The Trustee of the ANNE E. BARGER FAMILY TRUST conveyed certain real property to JACK L. GRISET and MURIEL J. GRISET, husband and wife, and JOSEPH M. GRISET, a single man, by two separate deeds, the first dated July 26, 1995, and recorded in Book 35 of Warranty Deeds, Page 345, and the second dated February 1, 1996, and recorded in Book 36 of Warranty Deeds, Page 44, in the office of the Recorder of Deeds of Sublette County, Wyoming.

2. In the above-referenced deeds there is an error in the legal descriptions of the property conveyed.

3. The deed dated July 26, 1995, omits the Block Number of the subdivision; and the deed dated February 1, 1996, omits the Filing Number of the subdivision.

4. To prevent difficulties hereafter and to permit recordation of a deed which reflects the true description of the property so conveyed, the parties desire to correct this error by this Corrective Deed.

CORRECTION OF CONVEYANCE

THEREFORE, this instrument witnesses that the correct and proper legal descriptions of the real property intended to be conveyed by the above incorrect descriptions is as follows:

Lots 108 and 109, Block 2, Barger Subdivision, Sublette County, Wyoming; AND

Lots 68 and 69, Block 3, Barger Subdivision, Second Filing, Sublette County, Wyoming, as the same appear on the official plats thereof filed in the office of the Sublette County Clerk.

DATED this 23 day of November, 1999.

ANNE E. BARGER FAMILY TRUST

Jack L. Griset
JACK L. GRISET

By: Frances E. Steinmetz
FRANCES E. STEINMETZ, TRUSTEE

276721

Muriel J. Griset
MURIEL J. GRISET

RECORDED Jan. 7 2000 @ 2:05 PM
IN BOOK 40 WD PAGE 218
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Gordon

JOSEPH M. GRISET

LINDA K. ROBIE NOTARY PUBLIC STATE OF IDAHO

12 of 7.99

Subscribed and sworn before me this date

Linda K. Robie
10-6-2005

PLAINTIFF'S EXHIBIT A

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
CENTER FOR VITAL STATISTICS AND HEALTH POLICY

CERTIFICATE OF DEATH

Date Filed JANUARY 18, 2001

State File No. 2000-09344

DECEDENT - NAME: MURIEL JEAN GRISET

AGE: 68 YEARS

DATE OF DEATH: DEC. 18, 2000

SEX: FEMALE

SOCIAL SECURITY NUMBER: 567-38-8889

DATE OF BIRTH: MAR. 25, 1932

BIRTHPLACE: CALIFORNIA

WAS DECEDENT EVER IN U.S. ARMED FORCES? NO

MARITAL STATUS: MARRIED

SURVIVING SPOUSE (If wife, maiden name): JACK GRISET

CITY, TOWN OR LOCATION OF DEATH: CARMEN, IDAHO

RESIDENCE STATE: IDAHO

CITY, TOWN OR LOCATION: CARMEN

FATHER - NAME: JENS MATHIESEN

BIRTHPLACE: NEW YORK

MOTHER - FULL MAIDEN NAME: MILDRED SHARY

BIRTHPLACE: CANADA

NAME AND ADDRESS OF MORTUARY: SALMON RIVER FUNERAL CHAPEL, SALMON, IDAHO

FUNERAL SERVICE LICENSEE: SHAUN O'REILLY

METHOD OF DISPOSITION: REMOVAL

TIME OF DEATH: 10:20 P.M.

MANNER OF DEATH: NATURAL

CAUSE OF DEATH (underlying cause last)

a. RESPIRATORY ARREST 2° CANCER OF LIVER — Approximate Interval Between Onset and Death: IMMEDIATE

DUE TO (or as a consequence of):

b. METASTATIC TO LIVER 2° BREAST CANCER — 6 MONTHS

DUE TO (or as a consequence of)

c. PRIMARY BREAST CANCER — 13 YEARS

DUE TO (or as a consequence of)

d.

OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above: NONE LISTED

AUTOPSY PERFORMED? NO

NAME OF CERTIFIER: ARTHUR D. EARL, M.D.

TITLE OF CERTIFIER: PHYSICIAN

CORONER'S USE ONLY

ACTION

NAME

EXTERNAL CAUSES ONLY

DATE OF INJURY

HOUR OF INJURY

INJURY AT WORK?

DESCRIPTION OF HOW INJURY OCCURRED

PLACE OF INJURY

LOCATION OF INJURY

PLAINTIFF'S EXHIBIT 8

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO CENTER FOR VITAL STATISTICS AND HEALTH POLICY.

DATE ISSUED: JANUARY 19, 2001

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

JANE S. SMITH
STATE REGISTRAR

THIS FORM CANNOT BE COPIED — ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

FOREST ACCESS EASEMENTS

(Packer Creek Ranch)

For good and valuable consideration, the receipt of which is hereby acknowledged, Packer Creek Ranch, a Wyoming general partnership, hereby grants and conveys to the Owners of Tracts 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Packer Creek Ranch an access easement for ingress and egress over and across those certain thirty (30) foot wide strips of land on Tracts 6 and 7 of Packer Creek Ranch more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

These easements shall be appurtenant to each of the Tracts within the Property known as Packer Creek Ranch, a Large Tract Development, according to that map recorded in the records of the Sublette County Clerk, Sublette County, Wyoming on the 12th day of September, 2000 in Book 71 of Miscellaneous at Page 398. The access easements shall be perpetual and shall be used by the Owners of the Tracts to access the U.S. National Forest Lands.

All capitalized terms herein shall have the same meanings ascribed to them in the Declaration of Covenants, Conditions, and Restrictions of Packer Creek Ranch recorded September 12, in Book 71 of Miscellaneous at Page 400. Grantor intends to file a Supplemental Map depicting these access easements in the records of the Sublette County Clerk.

IN WITNESS WHEREOF, the undersigned has executed this easement hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the state of Wyoming.

GRANTOR:

PACKER CREEK RANCH,
a Wyoming general partnership,

BY: Cora Capital LLC,
a Wyoming limited liability company,
its Managing Partner,

BY: _____
Ronald D. Saypol
its Manager

285984
RECORDED Aug. 22 2001 425 PM
IN BOOK 72 Misc. PAGE 495
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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, Managing Partner of Packer Creek Ranch, a Wyoming general partnership, and acknowledged that he executed the foregoing in the name of and for and on behalf of the said company, this 15th day of August, 2001.

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

A Legal Description
for
Access Easements
within
Packer Creek Ranch
Sublette County, Wyoming

That part of tracts 6 and 7 of Packer Creek Ranch, A Large Tract Development as recorded in the Office of the Clerk of Sublette County, Wyoming lying in the W½NW¼ of Section 26 and the NW¼ and N½NE¼ and part of N½SW¼, NW¼SE¼, and S½NE¼ of Section 27, T37N, R111W, 6th P.M., Sublette County, Wyoming, described as follows:

Part 1

A strip of land 30 feet in width with the east and north sides of the strip described as follows: Beginning at the northeast corner of said Tract 6, Thence proceeding S 13°46'49"E, 561.70 feet along the east line of said Tract 6 to a point being the northernmost corner of said Tract 7;

Thence along the north line of said Tract 7, S 70°04'14"E, 722.16 feet to an intersection with the west line of the easement for Packer Creek Road which is the end of the described strip.

With the west and south boundaries of said strip extended or shortened to intersect the north line of said Tract 6 and the west line of said easement for Packer Creek Road.

Part 2

A strip of land 30 feet in width with the west side of the strip described as follows: Beginning at the northwest corner of said Tract 6, Thence proceeding S 00°05'00"W, 646.27 feet to a point on the north line of the easement for Packer Ridge Road, which is the end of the described strip.

With the east and south boundaries of said strip extended or shortened to intersect the north line of said Tract 6 and the north line of said easement for Packer Creek Road.

All in accordance with the map to be recorded in the Office of the Clerk of Sublette County titled "Supplemental Map showing Access Easements within Packer Creek Ranch, - A Large Tract Development".

Pierson Land Surveys, P.C.
Jackson, WY

Exhibit A

F:1999\99132\WP\99132acc.wpd

5.86'	160.22'	51°00'00"	31°49'52"		
4.47'	213.63'	51°00'00"	23°52'24"	206.65'	N 21°30'00"W
5.55'	69.12'	33°00'00"	47°44'47"	68.16'	N 12°30'00"W
3.32'	103.67'	33°00'00"	31°49'52"	102.25'	N 12°30'00"W
9.05'	132.73'	39°00'00"	29°22'57"	130.18'	N 48°30'00"W
0.30'	173.57'	39°00'00"	22°28'08"	170.24'	N 48°30'00"W
4.41'	67.02'	32°00'00"	47°44'47"	66.15'	N 84°00'00"W
1.61'	100.53'	32°00'00"	31°49'52"	99.23'	N 84°00'00"W
3.23'	85.08'	25°00'00"	29°22'57"	84.41'	N 87°30'00"W
6.53'	111.26'	25°00'00"	22°28'08"	110.38'	N 87°30'00"W
3.08'	122.87'	32°00'00"	26°02'37"	121.28'	N 55°00'00"E
4.93'	108.38'	23°00'00"	21°13'15"	107.66'	N 50°30'00"E
1.21'	140.50'	23°00'00"	16°22'13"	139.56'	N 50°30'00"E
8.41'	75.40'	27°00'00"	35°48'35"	74.70'	N 48°30'00"E
7.62'	113.10'	27°00'00"	23°52'23"	112.05'	N 48°30'00"E
6.24'	100.53'	64°00'00"	63°39'43"	95.39'	N 67°00'00"E
6.23'	189.89'	64°00'00"	33°42'12"	180.17'	N 67°00'00"E
9.52'	172.44'	38°00'00"	22°02'13"	169.29'	N 36°00'00"E
7.07'	225.50'	38°00'00"	16°51'06"	221.39'	N 36°00'00"E
3.29'	153.59'	55°00'00"	35°48'36"	147.76'	N 27°30'00"E
4.94'	230.38'	55°00'00"	23°52'24"	221.64'	N 27°30'00"E
1.01'	44.68'	128°00'00"	286°28'45"	35.95'	N 64°00'00"E
5.03'	223.40'	128°00'00"	57°17'45"	179.76'	N 64°00'00"E
4.97'	345.23'	23°00'00"	6°39'44"	342.91'	N 11°30'00"W
1.25'	377.34'	23°00'00"	6°05'43"	374.81'	N 11°30'00"W
6.00'	46.43'	133°00'00"	286°28'34"	36.68'	N 43°30'00"E
9.98'	232.13'	133°00'00"	57°17'44"	183.41'	N 43°30'00"E

285985

RECORDED Aug. 22 2001 4:25 PM
IN BOOK 72 Misc. PAGE 497
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Sorensen

SUPPLEMENTAL MAP

SHOWING ACCESS EASEMENTS WITHIN

PACKER CREEK RANCH

A LARGE TRACT DEVELOPMENT

LYING WITHIN

W1/2NW1/4 SECTION 26
and
NW1/4, N1/2NE1/4 and part
N1/2SW1/4, NW1/4SE1/4 & S1/2NE1/4
SECTION 27 T37N, R111W 6th P.M.
SUBLETTE COUNTY, WYOMING

FENCE AGREEMENT

WHEREAS, HARBER FAMILY TRUST, herein after referred to as "HARBER", is the owner of certain lands located in Sublette County, Wyoming, including in part the real property described as Part of the West ½ of Section 11, T32N, R108W Sublette County, WY, consisting of 280 acres and more particularly described as: The NW¼, the NW¼ SW¼, The NE¼ SW¼, The SW¼ SW¼, of Section 11, T32N, R108W, Sublette County, WY;

WHEREAS, BETTY A. WARDELL, Trustee of the BETTY A. WARDELL REVOCABLE TRUST dated the 10th day of February, 1994, hereinafter referred to as "WARDELL", is also the owner of certain lands located in Sublette County Wyoming, which lands in part adjoin the forgoing described lands of HARBER; and,

WHEREAS, the adjoining lands of WARDELL are described as SE¼ of the SW¼ of Section 11, T32North R108 West of the 6th P.M. Sublette County, WY; and,

WHEREAS, a fence exists along the West boundary of the WARDELL property which divides and separates the property of HARBER and the property of WARDELL; and,

WHEREAS, said division fence has been constructed over a number of years and the possibility exists that said division fence is not located on the actual boundary line between the parties properties; and,

WHEREAS, the parties wish to acknowledge that the actual

JOLLEY URGA WIRTH & WOODBURY
ATTORNEYS AT LAW
3800 HOWARD HUGHES PARKWAY
SIXTEENTH FLOOR
WELLS FARGO TOWER
LAS VEGAS, NEVADA 89109
TELEPHONE

N:\BRLTH\Harber fence agreement.wpd

285994

RECORDED Aug. 23 2001 2:35 PM
IN BOOK 72 Misc. PAGE 498
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

boundary lines of the parties' properties are to define the ownership of the parties' properties, that said division fence is constructed in its present location because of convenience and that said division fence is not meant to define or constitute the boundary line between the property of HARBER and WARDELL.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET OUT BELOW THE PARITIES DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

1. **ADMISSION OF NO CLAIM OF RIGHT**: The parties each hereby acknowledge that the fence presently existing between the property of HARBER and WARDELL is a fence of convenience and may not be located on the actual property line which divides the parties' properties.

2. **WAIVER OF ADVERSE POSSESSION CLAIM**: The parties each hereby waive any claim for adverse possession which they may presently have or may acquire in the future against the property of the other which may arise due to the fact that said division fence is not located on the actual property lines between the parties' properties.

3. **RECONSTRUCTION OF FENCE**: Either party may cause the subject fence to be reconstructed on the actual boundary line at any time, provided that the party causing the fence to be so reconstructed on line shall bear the full expense of such reconstruction and shall not seek reimbursement from the other

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ATTORNEYS AT LAW
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WELLS FARGO TOWER
LAS VEGAS, NEVADA 89109
TELEPHONE

party for any part of such cost even if such reimbursement shall be authorized by stature. This waiver of reimbursement shall not apply to repair or reconstruction of the subject fence in their present locations.

DATED this 16 day of July, 2001.

HARBER FAMILY TRUST

By: _____
JOHN B. HARBER, Trustee

DATED this 14 day of August, 2001.

BETTY A. WARDELL REVOCABLE TRUST
dated the 10th day of February, 1994

By: Betty A. Wardell
BETTY A. WARDELL, Trustee

STATE OF ~~NEVADA~~ Wyoming)
) ss.
COUNTY OF ~~CLARK~~ Sublette)

On July 16, 2001, personally appeared before me, a Notary Public, JOHN B. HARBER, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

_____
NOTARY PUBLIC

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires: 8/17/01

. . .

. . .

JOLLEY URGA WIRTH & WOODBURY
ATTORNEYS AT LAW
3800 HOWARD HUGHES PARKWAY
SIXTEENTH FLOOR
WELLS FARGO TOWER
LAS VEGAS, NEVADA 89109
TELEPHONE

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On August 14, 2001 personally appeared before me, a Notary Public, BETTY A. WARDELL, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Jami Pearson
NOTARY PUBLIC

Jami Pearson - Notary Public
County of Sublette State of Wyoming
My Commission Expires NOV 16 2002

NOTICE OF ASSESSMENT LIEN
(RYEGRASS TRACT 5)

The instrument is executed on and is effective as of August 22, 2001, by the Ryegrass Ranch Owners Association ("Association"), a Wyoming non-profit corporation, pursuant to the Declaration of Covenants, Conditions and Restrictions for the Ryegrass recorded April 30, 1997 in Book 67 Miscellaneous, Page 121 in the records of the Sublette County, Wyoming, Clerk's Office and as amended by the Supplemental Declaration of Covenants, Conditions and Restrictions for the Ryegrass recorded August 6, 1997, in Book 67 Miscellaneous, Page 349 in the records of the Sublette County, Wyoming, Clerk's Office (together the "Declaration").

RECITALS

The Declaration provides for the assessment of the owners of the tracts subject to the Declaration for regular, fishing and special assessments, together with interest, costs and reasonable attorneys fees, all of which constitute a lien against the tracts. The Declaration further provides that the Association may deny fishing privileges to owners of tracts who fail to pay their assessments.

The owners of Tract 5 of the Ryegrass, Ralf R. Boer and Kathleen M. Boer, have failed to pay the assessments for the year 2001, in the amount of $10,000, and currently owe the Association the $10,000 assessment, plus interest thereon (at 15% per annum), costs and attorneys fees.

The full legal description for Tract 5 is attached hereto as Exhibit A and the parcel identification number for said Tract 5 is 09-00-08212.

NOW THEREFORE, this instrument hereby notifies the owners of said Tract 5 and any other individuals or entities now or hereafter holding any interest in said tract as an owner, mortgagee, tenant, invitee or otherwise that certain assessments, interest thereon, costs and attorney fees are outstanding and unpaid at this time and that the fishing privileges afforded to the owners of said Tract 5 are hereby denied until all outstanding amounts due to the Association by the owners of said Tract 5 are paid in full.

IN WITNESS WHEREOF, this instrument has been duly executed and delivered by an authorized representative of the Association. This notice will be recorded and may only be rescinded by a recorded instrument duly executed by an authorized representative of the Association.

286009

RECORDED Aug. 24 2001 2:10 PM
IN BOOK 72 Misc. PAGE 502
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

RYEGRASS RANCH OWNERS ASSOCIATION

BY: Kelly Lockhart

its: Treasurer

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Kelly Lockhart as Treasurer of the Ryegrass Ranch Owners Association this 22nd day of August, 2001.

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

DESCRIPTION OF PARCEL 5
THE RYEGRASS

A Parcel of land being parts of the SE¼SW¼, S½SE¼ of Section 13, the NE¼NW¼and the N½NE¼ of Section 24, T33N, R113W, 6th P.M., Sublette County, Wyoming, more particularly described as follows;

BEGINNING at the west 1/16 corner common to said Sections 13 and 24;
THENCE along the west line of said SE¼SW¼ of Section 13, N 00°07'16"E, 1322.80 feet to the southwest 1/16 corner of said Section 13;
THENCE S 83°41'03"E, 1402.76 feet to a point in the center of an existing gravel road;
THENCE following said gravel road through the following courses, S 37°22'45"E, 169.29 feet;
THENCE S 44°58'20"E, 188.64 feet;
THENCE S 64°15'05"E, 352.58 feet;
THENCE S 63°42'46"E, 320.64 feet;
THENCE S 49°32'22"E, 221.58 feet;
THENCE S 39°42'15"E, 175.63 feet;
THENCE S 64°28'11"E, 95.65 feet;
THENCE N 74°24'48"E, 159.34 feet;
THENCE S 77°05'54"E, 86.50 feet;
THENCE S 14°38'23"E, 202.38 feet;
THENCE S 36°59'33"E, 142.85 feet;
THENCE S 40°42'30"E, 81.65 feet to a point in the center of said gravel road;
THENCE departing said road, S 00°02'15"W, 1315.41 feet to an intersection with the south line of said N½NE¼ of Section 24;
THENCE along said south line N 88°55'07"W, 1708.92 feet to the center north 1/16 corner of said section 24;
THENCE along the south line of said NE¼NW¼, N 88°55'10"W, 1324.31 feet to the northwest 1/16 corner of said Section 24;
THENCE along the west line of said NE¼NW¼, N 00°00'17"E, 1321.28 feet to the **POINT OF BEGINNING;**

Said parcel **ENCOMPASSES** an area of 155 acres more or less;

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".
The above described corners being marked by a monument described in a Wyoming Corner Record to be filed in the Office of the Clerk of Sublette County.

TOGETHER WITH the use and benefit of a 60 foot wide access and utility easement following an existing gravel road across the SW¼SE¼ Section 11, the NE¼ Section 14, and the NW¼ and the S½ of Section 13, T33N, R113W, 6th PM, Sublette County, Wyoming, the centerline of said road being more particularly described as follows;
BEGINNING at a point on the Sublette County Cottonwood-Ryegrass Road No. 23-117, said point being on the west line of the southeast ¼ of said Section 11 T33N, R113W which bears N 00°14'14"E, 300.00 feet from the south ¼ corner of said Section 11;
THENCE S 69°02'51"E, 601.61 feet;
THENCE S 64°40'00"E, 104.47 feet;
THENCE S 75°45'02"E, 370.27 feet;
THENCE S 77°07'47"E, 70.75 feet;
THENCE S 57°25'08"E, 89.85 feet;
THENCE S 53°02'42"E, 69.98 feet;
THENCE S 53°20'56"E, 105.19 feet;
THENCE S 42°25'34"E, 59.45 feet;
THENCE S 01°08'28"E, 111.04 feet;

EXHIBIT "A"
Ryegrass Capital/Boer

THENCE S 00°36'44"E, 103.09 feet;
THENCE S 00°29'28"E, 111.16 feet;
THENCE S 00°07'46"W, 111.73 feet;
THENCE S 22°28'23"E, 589.89 feet;
THENCE S 68°47'22"E, 272.52 feet;
THENCE S 62°44'31"E, 605.84 feet;
THENCE S 60°00'47"E, 455.92 feet;
THENCE S 50°53'34"E, 223.86 feet;
THENCE S 47°54'46"E, 230.28 feet;
THENCE S 72°13'27"E, 211.80 feet;
THENCE S 65°21'21"E, 193.62 feet;
THENCE S 51°37'25"E, 546.87 feet;
THENCE S 65°49'20"E, 313.35 feet;
THENCE S 73°48'50"E, 299.23 feet;
THENCE S 73°10'37"E, 372.53 feet;
THENCE S 57°15'50"E, 111.86 feet;
THENCE S 28°05'57"E, 545.06 feet;
THENCE S 09°20'33"E, 213.50 feet;
THENCE S 08°26'46"E, 282.72 feet;
THENCE S 19°03'18"E, 130.66 feet;
THENCE S 37°22'45"E, 72.06 feet;

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 the southeast ¼ of Section 11, and with the north and northeast lines of the herein described Parcel 5;

SUBJECT TO a 30.00 foot wide access and utility easement that lies southwesterly of the previously herein described gravel road centerline;

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 north and south lines of the herein described Parcel 5;

AND SUBJECT TO a 60 foot by 60 foot square parking easement the sides of which bear N 74°24'48"E, and S 15°35'12"W and the center of which bears N 78°24'35"E, 1442 feet from the south ¼ corner of said Section 13;

SUBJECT TO any other easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

ALL AS SHOWN on a Map of Survey to be recorded in the Office of the Clerk of Sublette County.

Pierson Land Surveys. P.C.
Jackson, Wyoming
September 6, 1997
ver 1.00
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DEED OF TRUST TO SECURE ASSUMPTION

DATE: ~~June~~ 08/01, 2001

GRANTOR: CHARLES L. MARTINEZ

GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):

P.O. Box 292852
Lewisville, Texas 75029
Dallas County

286012

RECORDED Aug. 24 2001 3:20 PM
IN BOOK 72 Misc. PAGE 506
FEES $ 16.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cole

TRUSTEE: John Alexander

TRUSTEE'S MAILING ADDRESS (INCLUDING COUNTY):

McCurley Kinser McCurley & Nelson, L.L.P.
5950 Sherry Lane, Suite 800
Dallas, Texas 75225

BENEFICIARY: CATHY JANE MARTINEZ

BENEFICIARY'S MAILING ADDRESS (INCLUDING COUNTY):

716 Robin Lane
Coppell, Texas 75019
Dallas County

NOTE AND DEED OF TRUST ASSUMED

DATE: March 11, 1998

AMOUNT: $65,000.00

MAKER AND GRANTOR: Charles L. Martinez and Cathy J. Martinez

PAYEE AND BENEFICIARY: Wells Fargo Bank (originally Norwest Mortgage, Inc.)

RECORDING INFORMATION: Book 70, page 624, of the mortgage records of Sublette County, Pinedale, Wyoming.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lot 7, Block 2 of the Cooley Eighth Addition to the Town of Pinedale, Sublette County, Wyoming.

PRIOR LIEN (INCLUDING RECORDING INFORMATION): None

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY: Subject to reservations, restrictions, covenants and exceptions of record and those contained in United States patents; prior mineral reservations of record; easements and/or rights of way of record, in use and/or of sight.

By deed dated the same as this instrument, Beneficiary conveyed the property to Grantor, who as part of the consideration promised to pay the note assumed and to be bound by the deed of trust assumed. Beneficiary has retained a vendor's lien.

For value received and to secure Grantor's assumption, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants of the note and deed of trust assumed and if Beneficiary has not filed a notice of advancement, a release of the deed of trust assumed shall release this deed of trust to secure assumption and Beneficiary's vendor's lien.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

2. If Grantor fails to perform any of Grantor's obligations under the note or deed of trust assumed, Beneficiary may perform those obligations, advance funds required, and then be reimbursed by Grantor on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this deed of trust to secure assumption.

3. Beneficiary may file a sworn notice of such advancement in the office of the county clerk where the property is located. The notice shall detail the dates, amounts, and purposes of the sums advanced and the legal description of the property.

4. If Grantor fails on demand to reimburse Beneficiary for the sums advanced, and such failure continues after Beneficiary gives Grantor notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:

a. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and

b. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement of Beneficiary.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;

2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and

3. from the proceeds of the sale, pay, in this order:

a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;

b. to Beneficiary, the full amount advanced, attorney's fees, and other charges due and unpaid;

c. any amounts required by law to be paid before payment to Grantor; and

d. to Grantor, any balance.

GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any Trustee's deed conveying the property will be presumed to be true.

3. Proceeding under this deed of trust to secure assumption, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien shall be superior to liens later created even if Beneficiary has made no advancements when later liens are created.

5. If any portion of the advancements cannot be lawfully secured by this deed of trust to secure assumption, payments shall be applied first to discharge that portion.

6. No sale under this deed of trust to secure assumption shall extinguish the lien created by this instrument.

7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or the deed of trust assumed. Grantor will apply all rent and other income and receipts to payment of the note and performance of the deed of trust assumed, but if the rent and other income and receipts exceed the amount due under the note and deed of trust assumed, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of the deed of trust assumed, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and deed of trust assumed in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust to secure assumption shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

9. When the context requires, singular nouns and pronouns include the plural.

10. This deed of trust to secure assumption shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

CHARLES L. MARTINEZ

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on July 27, 2001 by CHARLES L. MARTINEZ.

RAELENE M. GROTTS
MY COMMISSION EXPIRES
March 2, 2003

RAELENE M GROTTS
MY COMMISSION EXPIRES
March 2, 2003

Raelene Grotts
Notary Public, State of Texas

EXHIBIT "B"

676614

NATRONA CO. CLERK, WY
MARY ANN COLLINS
RECORDED

STATE OF WYOMING)
) IN THE DISTRICT COURT
'01 AUG 17 PM 3 07
COUNTY OF NATRONA)
SEVENTH JUDICIAL DISTRICT

FILED

Probate No. 18524B

IN THE MATTER OF THE ESTATE)
OF BETTY S. VERONDA,)
)
AUG 02 2001
)
GEN TUMA
Deceased.)Clerk of District Court
By WANDA DAVIS Deputy

CERTIFIED COPY

ORDER APPROVING DECREE OF PARTIAL DISTRIBUTION

THE ABOVE ENTITLED MATTER coming before the Court for hearing on the Petition for Partial Distribution filed herein by G. Robert Veronda, personal representative of the Estate of Betty S. Veronda, deceased, and it appearing to the Court from the records and files that a Notice of Partial Distribution of this estate was given in the manner and for the period required by law as more fully shown in the Certificate of Mailing on file herein; and it further appearing that said personal representative filed herein his Petition for Partial Distribution on the 15th day of June, 2001, and that no objections were filed to said Petition, and the time for so doing has expired; the court proceeded to the hearing, and being fully informed and advised, FINDS:

1. That Betty S. Veronda (the "Decedent") died testate on or about August 8, 2000, in and a resident of County of Natrona, State of Wyoming; that the Decedent had estate situated in Natrona County, State of Wyoming, subject to the jurisdiction of this court.

2. That the decedent left a Last Will and Testament, dated May 5, 1994. That said will was admitted to probate on August 22, 2000.

3. That on August 22, 2000 G. Robert Veronda was appointed personal representative of the Decedent's estate; and on September 7, 2000, Letters Testamentary were issued to G. Robert Veronda and said personal representative has been since that time and is now the duly qualified, appointed and acting personal representative herein.

4. That Notice of Probate of Will, containing therein a notice to creditors, was published in the manner and form prescribed by statute for three consecutive weeks to wit: September 28, October 5, and 12, 2000, as more fully appears from the affidavit of

286020

RECORDED Aug. 24 2001 4:30pM
IN BOOK 12 Misc. PAGE 512
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Brown + Drew

6-16 00

publication filed herein; that the time for filing claims herein has expired and that one creditor's claim was filed herein.

5. That an Inventory and Report of Appraisal of Values were made and filed herein as by statute required; that the assets of the estate situate in the State of Wyoming on the date of the Decedent's death, as returned and reported therein, consisted of investments, oil and gas interests in the State of Wyoming and State of Colorado and other property.

6. That the creditor's claim was paid in full. That no other creditor's claims were filed.

7. That all costs and expenses of administration have been paid except unreimbursed costs advanced by petitioner and petitioner's attorneys and except for the fee due to petitioner and petitioner's attorneys.

8. That there was a tax due to the State of Wyoming and federal estate tax due and owing; that the personal representative filed the United States Estate Tax Return Form 706 in timely manner; that all debts of the decedent and all other taxes, if any, have now been paid or due allowance has been made for the payment thereof.

9. That this estate has been fully administered upon and is in a condition for a partial distribution pending approval of the estate tax return; that notice of this petition has been given in the manner and form that is required by statute.

10. That the above named Decedent died testate and pursuant to Article V of the Decedent's Last Will and Testament all of the rest, residue and remainder of Decedent's property and estate should be set over and distributed to G. Robert Veronda and Mary Catherine Prehoda, equally, share and share alike.

11. That the oil, gas and mineral interests constitute a distinct asset capable of being distributed forthwith. That said oil, gas and mineral interests are set forth below. That the estate has sufficient other assets to cover all fees, costs, taxes and expenses of administration.

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

I. That all notices required by law have been timely and properly given in these proceedings and that this Court has full, complete and requisite jurisdiction of this estate, the properties herein concerned, and has all jurisdictional prerequisites for the entry of this Decree of Partial Distribution.

II. That the Petition for Partial Distribution filed herein by the personal representative of said estate, and all of the acts and dealings of said personal representative disclosed therein be and the same are hereby expressly ratified, approved, settled and confirmed.

III. That pursuant to Article V of the Decedent's Last Will and Testament, all of the rest, residue and remainder of the decedent's property and estate, including the property listed above, now known or hereafter to be discovered and wheresoever situate in the State of Wyoming or elsewhere, was assigned, set over and distributed to G. Robert Veronda and Mary Catherine Prehoda. That all oil, gas and mineral interests including, but not limited to, the oil, gas and mineral interests described below are hereby assigned, set over and distributed to G. Robert Veronda and Mary Catherine Prehoda, equally, share and share alike, and the personal representative is authorized, ordered and directed to take all such steps, do all such acts and execute all such documents are necessary to distribute and set over the oil, gas and mineral interests accordingly.

IV. The oil, gas and mineral interests are as follows:

WYOMING PROPERTIES

WESTON COUNTY
MUSH CREEK FIELD

A 1.666666 % overriding royalty interest in the following lands, which are located in the Mush Creek Extension Unit, Newcastle Sand Tract 12:

TOWNSHIP 44 NORTH, RANGE 63 WEST, 6th P.M.
Section 9: NEl/4NEl/4
Section 10: NW1/4

Containing 200 acres, more or less

The Manewal-Bradley Oil Company currently operates the following wells that are located on these lands:

No. 9-11 NE/4NE/4 Section 9
No. 10-14 SW/4NW/4 Section 10
No. 10-26 SW/4NW/4 Section 10

FINN (WALL CREEK SAND) UNIT

A three percent (3%) overriding royalty interest in the following lands:

Township 42 North, Range 64 West, 6th P.M.
Section 9: NE/4SW/4

Containing 40 acres, more or less

The Blackhills Exploration and Production Company operates the following well on this land which is within the boundaries of the 1,200 acre Finn Unit:

Grieves No. 1-9: NE/4SW/4

SUBLETTE COUNTY
BIRD CANYON FIELD

An overriding royalty interest in the following lands in the Bird Canyon field:

Township 27 North, Range 111 West, 6th P.M.
Section 29: N/2, SE/4

Containing 480 acres, more or less

The following overriding royalty interests are owned in the described tracts:

Section 29: NW/4 -------- 3.75 percent
Section 29: NE/4 -------- 3.28125 percent
Section 29: SE/4 -------- 3.28125 percent

Tom Brown Inc. operates three wells on this property. They are as follows:

No. 10-29: NW/4NW/4 Sec. 29
No. 20-29: NW/4NE/4 Sec. 29
No. 40-29: C SE/4 Sec. 29

NATRONA COUNTY
GRIEVE UNIT

A 0.209311% overriding royalty interest is owned in three wells in the Grieve Field. The wells and their locations are as follows:

Township 32 North, Range 85 West, 6th P.M.
Grieve No. 9 NE/4NE/4 Section 21
Grieve No. 50 NW/4SE/4 Section 27
Grieve No. 51 SE/4SE/4 Section 21

MUSTANG UNIT

A one half of one-percent (0.50%) overriding royalty interest in the Mustang No. 1 well in this unit which is located as follows:

Township 32 North, Range 85 West, 6th P.M.
Section 27: SW/4NW/4

WASHAKIE COUNTY
COTTONWOOD CREEK

A one percent (1.00%) overriding royalty interest in the Cottonwood Creek Extension, Tract 3 which encompasses the following lands:

Township 47 North, Range 90 West, 6th P.M.
Section 29: S/2SW/4, NW/4SW/4

Containing 120 acres, more or less

Continental Resources, Inc. operates one well on this tract, the No. 3-1 in the SW/4SW/4 Section 29.

COLORADO PROPERTIES

RIO BLANCO COUNTY
WHITE RIVER DONE FIELD

A six and one-quarter percent (6.25%) overriding royalty interest is owned under two federal leases encompassing the following lands:

Township 2 North, Range 96 West
Lease No. Denver 037933 Section 30: SE/4 (160 acres)
Lease No. Denver 037934 A Section 30: Lots 5, 6, 7, 8, E/2W/2, NE/4 (479.64 acres)

Tom Brown, Inc. is operator of four wells on these leases which are as follows:

Township 2 North, Range 96
Section 30: NE/4SW/4, #1 Potter
Section 30: SW/4SE/4, #3 Govt. Frontier
Section 30: SW/4SW/4, #M30 2N96W
Section 30: NE/4NE/4, #A30 2N96W

The #1 Potter and #3 Govt. Frontier wells were shut-in and not producing.

YUMA COUNTY
YODEL NORTH FIELD

Mineral interests under six wells in this field. In addition to the mineral interests, a working interest is owned under two wells.

Revenue interests are listed below for each well:

Township 1 South, Range 46 West
Roy White #1-3 NWSENE
Section 3: NE/4 (Revenue interest of 0.187710%)
Roy White #3-3 SWNESE
Section 3: SE/4 (Revenue interest of 0.187402%)
Weaver #1-3 SWNESW
Section 3: SW/4 (Revenue interest of 0.187574%)
Weaver #2-3 SENENW
Section 3: NW/4 (Revenue interest of 0.37500%)

Township 1 North, Range 46 West
Fletcher 1-33 NWSW
Section 33: SW/4 (0.281250% revenue interest)
Fletcher 2-33 NENW
Section 33: NW/4 (0.562500% revenue interest)
Roundtree 3-33NE
Section 33: NE/4 (0.468750% revenue interest)

A working interest of one percent (1.00%) is owned under the following wells:

Township 1 North, Range 46 West
Woolery Roundtree 1-33 SESE Section 33
Undivided 22/880 mineral interest
Woolery Roundtree 1-34 SWSW Section 34
Undivided 22/880 mineral interest

DONE IN OPEN COURT this 1st day of August, 2001.

BY THE COURT:

David B. Park

JUDGE

STATE OF WYOMING, COUNTY OF NATRONA SS CERTIFICATE
I do hereby certify that the within and foregoing is a full true and correct copy of the original document which is on file or of record in my office.
Witness my hand and the SEAL of said court this 2nd day of August, 2001.
GEN TUMA, Clerk of the District Court, 7th Judicial District in and for Natrona County, Wyoming
By Brenda Davies Deputy

AFTER RECORDING PLEASE RETURN TO:
HARRY B. DURHAM, III
OHIO OIL OFFICE BUILDING
159 NORTH WOLCOTT, SUITE 200
CASPER, WYOMING 82601

SECOND AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
"FOX WILLOW PARK ADDITION "

WHEREAS, on 6/22/2001 Redstone Corporation, a Wyoming corporation, hereinafter referred to as the Declarant, did file certain Covenants, Conditions and Restrictions with the County Clerk of Sublette County, Wyoming at Book 72 of Miscellaneous, Page 309; governing the use of the lots contained in Fox Willow Park Addition to the Town of Pinedale, Sublette County, Wyoming; and,

WHEREAS, on 8/3/2001 Redstone Corporation, a Wyoming corporation, hereinafter referred to as the Declarant, did file certain Amended Covenants, Conditions and Restrictions with the County Clerk of Sublette County, Wyoming at Book 72 of Miscellaneous, Page 436; governing the use of the lots contained in Fox Willow Park Addition to the Town of Pinedale, Sublette County, Wyoming; and,

WHEREAS, said Amended Covenants, Conditions and Restrictions provide in Section 10 that said covenants may be amended with the written consent of owners of six (6) of the lots located in the Fox Willow Park Addition; and,

WHEREAS, the Declarant is the owner of six lots located in the Fox Willow Park Addition; and,

WHEREAS, said ownership is in excess of the amount sufficient to amend said Amended Covenants, Conditions and Restrictions; and,

WHEREAS, the Declarant desires to amend said Amended Covenants, Conditions and Restrictions in order to preserve and to maintain the character and value of the Property for all Owners of the Property or any part thereof

THIS DECLARATION of Second Amended Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property is made to be effective on the 1st day of July 2001, by REDSTONE CORPORATION, (the Declarant). Declarant, as to the real property described as Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) Seven (7), Eight (8), Nine (9) and Ten (10), Fox Willow Park Addition to the Town of Pinedale, Sublette County, Wyoming (the Property).

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. These Second Amended Covenants, Conditions and Restrictions are adopted to preserve and to maintain the character and value of the Property for all Owners of the Property or any part thereof.

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SUBLETTE COUNTY, PINEDALE, WYOMING

518

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 Fox Willow Park 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 Fox Willow Park Addition.

E. "Committee" shall mean and refer to the committee as described in Section 8 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.

A. All improvements shall be of new construction built on site. Pre-cut, manufactured or modular construction shall not be allowed. This restriction shall not apply to individual structural components such as roof trusses, floor joists, stress skin panels, glu-lam beams, etc.

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. 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. Minimum interior living area of single family dwellings shall be 1,300 square feet total for the ground level. Basement areas, garages or covered porches, etc. shall not be counted towards the minimum size requirement. Total building height, from the top of finished grade to the top of roof structure, shall be no more than twenty-six feet.

F. Exterior wall sheathing (plywood, particle board, T-111 or similar products) shall be considered structural and not finished or natural materials for the purposes of applying these Covenants, Conditions and Restrictions.

G. Composite panels (gypsum board, cement fiberboard or similar products) shall not be considered finished materials for the purposes of applying these Covenants, Conditions and Restrictions without continuity in texture and color across seams and edges.

H. All aluminum windows shall not be allowed. All wood or metal and/or vinyl clad wood shall be allowed. Other window types may be allowed with Committee approval. Street fronting main doors comprised of a metal exterior shall not be allowed unless specifically approved by the Committee. Metal, vinyl or stucco siding shall not be allowed

unless specifically approved by the Committee.

I. Composite and built –up roofing shall not be allowed. All roofing shall be earth (soil) tone in color. Primary roof pitch shall be no less than 6 to 12. Secondary roof pitch (e.g., porches, gable dormers, breezeways, etc.) shall be no less than 3½ to 12. Roof overhangs shall be a minimum of twenty-four (24) inches for roof pitches up to 15 to 12, except Gambrel style roofs which shall have overhangs of a minimum of twelve (12) inches. No roof overhang shall fall lower than the top of windows and doors located on the main level.

J. With the exception of street fronting garage walls with garage doors with no second story or loft, all walls at each story of street facing sides of all buildings shall have one or more windows balanced in placement. Those windows shall occur leaving no more than ten (10) linear feet of wall between window or door jambs.

K. Buildings must be completely finished on all sides.

L. 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 compliance notice 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.

M. All buildings shall conform to the plan, both as to location and construction, as approved by the Committee.

N. 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 months of the commencement of construction.

3. Landscape Standards.

A. All front yard areas shall be landscaped. Grass lawn is the favored component of such landscaping but trees, shrubs, flowerbeds and bark mulch are allowed. Alternative landscaping styles, such as Southwestern, and/or materials may be allowed if approved by the Committee.

B. Except for driveways, all front and side yard areas open space which is not otherwise landscaped, such as parking or storage areas, shall be surfaced with a minimum of four inches of crushed gravel, covered with concrete or paved. All driveways shall be covered with concrete or paved. This surfacing shall be in place prior to any occupancy of the property.

C. All grassed areas, trees and/or shrubs in the front yard area shall be on a buried sprinkler or drip watering system.

D. All landscaping shall be maintained at all times in accordance with the landscape plan submitted and approved to the Committee. All planned grass, 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.

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 four months after substantial completion of the main structure, not to exceed twelve (12) months after the commencement of construction.

4. Fences.

A. All front yard fences shall be of natural material (wood or stone). The use of masonry units or metal fencing shall be allowed only at the discretion of and with the approval of the Committee.

B. Fences along street fronts shall be no higher than four feet. All other fences shall be no higher than six feet six inches.

5. General Restrictions. The following general restrictions shall apply to the Property:

A. Each Lot shall be used only for residential purposes as allowed in the R-1 Zoning District, under the Zoning Ordinance of the Town of Pinedale. There will be no commercial activities of any type permitted except for Home Occupations as defined and allowed under the current Zoning Ordinance of the Town of Pinedale, or any successor ordinance thereto. It is the intent that this be strictly a residential subdivision except for allowed Home Occupations.

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.

C. 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.

D. No Lot shall be further subdivided.

E. 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, excepting the wetland areas on Lots Four (4), Five (5) and Six (6), 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 days prior to any such entry.

F. All owners of animals shall exercise such proper care and control of their animals to prevent them from becoming a nuisance. "Nuisance," means 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 Fox Willow Park Addition. 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" means any animal that habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person within the Fox Willow Park Addition.

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, provided however, that the provision of this paragraph shall not apply to children's tents, teepees or play structures or except as the same may be customarily employed by contractors during the construction of permitted improvements on the subject Lot or as otherwise allowed hereunder.

H. 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.

I. No lot owner shall park or allow any occupier of a lot owner's lot to park any truck larger than what is commonly known as a one-ton truck, i.e. Ford 350, Chevrolet 3500, Dodge 3500, on any lot or on Opal Street adjacent to any lot in the Fox Willow Park Addition or any trailer in excess of twelve feet, any boat or any recreational vehicle on Opal Street adjacent to any lot in the Fox Willow Park Addition.

J. Recreational vehicles, camp trailers, truck bed campers may be stored on any lot provided the same is not used for overnight occupancy and a residence has been previously constructed on the lot in question.

6. 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 Fox Willow Park 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 Fox Willow Park 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 Fox Willow Park 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 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.

7. Committee.

A. There shall be a Committee, which shall consist of three members. The initial Committee shall be composed of JOHN A. SULENTA, SUSIE SULENTA and BONNIE CHAMBERS. This initial Committee shall exist for ten (10) years from the recording of these Covenants, Conditions and Restrictions in the office of the County Clerk, Sublette County, Wyoming. Any vacancy shall be filled by appointment by the remaining members, or, in the absence of any remaining members, by a vote of the Owners. After said ten (10) year period and after seven (7) 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 or members 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 year term, commencing on the day of election. A member of the Committee may be removed from the Committee upon a vote of seven Lot Owners. It shall be the duty of the Committee to consider and act upon proposals, plans and specifications submitted to it from time to 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 members shall constitute an act by the Committee.

C. No building, structure, 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 compliance notice has been issued by the Committee. The Committee shall exercise its discretion to issue compliance notices 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 compliance notice 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 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 compliance notice.

E. The Committee may grant a variance from the provisions of these covenants, conditions 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.

8. 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.

9. 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 years after which time they shall be automatically extended for successive period of thirty years unless terminated by a unanimous vote of the Owners of Lots.

10. Amendment. This declaration may be amended by an instrument signed by the Owners of six (6) Lots, which amendment shall be recorded in the office of the County Clerk of Sublette County, Wyoming.

11. 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 covenant, condition, restriction or reservation, or any part thereof, shall be thereby effected or impaired.

12. Supercede and Replace. These Amended Covenants, Conditions and Restrictions supercede and replace those certain Covenants, Conditions and Restrictions recorded with the County Clerk of Sublette County, Wyoming at Book 72 of Miscellaneous, Page 309.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 27th day of August, 2001.

ATTEST:

REDSTONE CORPORATION, a Wyoming Corporation:

SEAL

BY: John A Sulenta
President

Secretary / Assistant Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Amended Declaration Of Covenants, Conditions And Restrictions Of Fox Willow Park 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 27th day of August, 2001.

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

State of Delaware

PAGE 1

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BARRETT RESOURCES CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "RESOURCES ACQUISITION CORP." UNDER THE NAME OF "WILLIAMS PRODUCTION RMT COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF AUGUST, A.D. 2001, AT 12:15 O'CLOCK P.M.

286062

RECORDED Aug. 27 20 01 2:40 PM
IN BOOK I2 Misc. PAGE 526
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sch

Harriet Smith Windsor, Secretary of State

3388640 8100M

AUTHENTICATION: 1279020

010380140

DATE: 08-03-01

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I hereby certify that this is a true and accurate copy of the original instrument.

WITNESS my hand and official seal this 15th day of August, 2001.

My Commission Expires: 5/22/03

Patti E. Rives
Notary Public

PATTI E. RIVES NOTARY PUBLIC STATE OF COLORADO

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:15 PM 08/02/2001
010376792 – 3388640

CERTIFICATE OF MERGER
OF
BARRETT RESOURCES CORPORATION
INTO
RESOURCES ACQUISITION CORP.

Pursuant to Section 251 of the General
Corporation Law of the State of Delaware

Resources Acquisition Corp., a Delaware corporation ("Acquisition"), pursuant to Section 251 of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

FIRST: The name and state of incorporation of each of the constituent corporations to the merger are as follows:

Barrett Resources Corporation	-	Delaware
Resources Acquisition Corp.	-	Delaware

SECOND: An Agreement and Plan of Merger (the "Merger Agreement"), dated as of May 7, 2001, by and among The Williams Companies, Inc., Acquisition and Barrett Resources Corporation ("Barrett") has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the DGCL.

THIRD: Acquisition shall be the corporation surviving the merger (the "Surviving Corporation").

FOURTH: The Certificate of Incorporation of Acquisition shall be the Certificate of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law; provided, however, that the following changes to the Certificate of Incorporation of Acquisition shall be effected as a result of the merger:

1. Article FIRST shall be amended and restated to read as follows:

"The name of the corporation is Williams Production RMT Company."; and

2. Article SIXTH, paragraph 4, shall be amended and restated to read as follows:

> "No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the GCL or (iv) for any transaction from which the director derived an improper personal benefit. If the GCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL, as so amended. Any repeal or modification of this Article SIXTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification."

3. The following paragraph shall be added to Article Sixth as paragraph 6 thereto:

> "The Corporation shall fully honor and abide by the provisions set forth in Section 7.9 of the Agreement and Plan of Merger dated as of May 7, 2001 (the "Merger Agreement") by and among the The Williams Companies, Inc., the Corporation and Barrett Resources Corporation. Any repeal or modification of this paragraph 6 of this Article SIXTH by the stockholders of the Corporation shall not adversely affect any rights or protections afforded to the Indemnified Persons (as defined in the Merger Agreement) pursuant to this paragraph and Section 7.9 of the Merger Agreement."

FIFTH: The executed Merger Agreement is on file at the office of the Surviving Corporation, 1515 Arapahoe Street, Tower 3 Suite 1000, Denver, Colorado 80202.

SIXTH: A copy of the Merger Agreement will be provided by the Surviving Corporation, upon request and without cost, to any stockholder of either constituent corporation.

SEVENTH: This Certificate of Merger shall be effective upon its filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, Resources Acquisition Corp. has caused this Certificate of Merger to be executed in its corporate name this 2nd day of August, 2001.

RESOURCES ACQUISITION CORP.

By: _____

Name: Steven J. Malcolm

Title: President

AFFIDAVIT OF SURVIVORSHIP

Herbert O. Uthoff, being duly sworn under oath according to law, deposes and says:

1. Jennie Lorraine Uthoff died on the 10th day of March, 2001 in Hot Springs, Garland County, Arkansas.

2. Herbert O. Uthoff was the husband of Jennie Lorraine Uthoff at the time of her death.

3. Herbert O. Uthoff and Jennie Lorraine Uthoff hold ownership in real estate in Sublette County as husband and wife, tenants by the entireties, with right of survivorship, and not as tenants in common as shown on the Sheriff's Deed, dated July 11, 2001 and recorded of record with the Sublette County Clerk on July 12, 2001 in Book 42 Warranty Deeds, page 14, on the following property, to wit:

> Lot 10, block 27 of the Cooley Fifth Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official map or plate filed for record in the office of the County Clerk and Ex-Officio Registrar of Deeds for Sublette County, Wyoming.
>
> Together with all improvements and appurtenances hereunto appertaining;
>
> Subject to: reservations, restrictions, covenants and exceptions of record and those contained in U.S. patents;
>
> Subject to: prior mineral reservations of record;
>
> Subject to: easements and /or rights of way of record, in use or of sight.

5. Attached hereto is a certified copy of the original death certificate of Jennie Lorraine Uthoff.

6. The death Jennie Lorraine Uthoff terminated the ownership she held in the above described property.

Herbert O. Uthoff

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

286068

RECORDED Aug. 28 2001 2:30 PM
IN BOOK 72 Misc. PAGE 530
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

The foregoing instrument was subscribed and sworn to before me by Herbert O. Uthoff this 9th day of August, 2001.

WITNESS my hand and official seal.

NOTARY PUBLIC
FREMONT COUNTY, WYOMING

Notary Public

My Commission Expires:
11/1/2001

531

STATE OF ARKANSAS

TYPE/PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

ARKANSAS DEPARTMENT OF HEALTH
Division of Vital Records
CERTIFICATE OF DEATH

DECEDENT

1. DECEDENT'S NAME (First, Middle, Last): Jennie Lorraine Uthoff
2. SEX: Female
3. DATE OF DEATH (Month, Day, Year): March 10, 2001
4. SOCIAL SECURITY NUMBER: 552-70-4428
5a. AGE - Last Birthday (Years): 54
5b. UNDER 1 YEAR (Months / Days):
5c. UNDER 1 DAY (Hours / Minutes):
6. DATE OF BIRTH (Month, Day, Year): July 20, 1946
7. BIRTHPLACE (City and State or Foreign Country): Galva IL
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No): No
8a. PLACE OF DEATH (Check only one): HOSPITAL: [X] Inpatient [ ] ER/Outpatient [ ] DOA; OTHER: [ ] Nursing Home [ ] Residence [ ] Other (Specify)
9b. FACILITY NAME (If not institution, give street and number): St. Joseph's Regional Health Center
9c. CITY, TOWN, OR LOCATION OF DEATH: Hot Springs
9d. COUNTY OF DEATH: Garland
10. MARITAL STATUS — Married, Never Married, Widowed, Divorced (Specify): Married
11. SURVIVING SPOUSE (If wife, give maiden name): Herb Uthoff
12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): Special Education
12b. KIND OF BUSINESS/INDUSTRY: School
13a. RESIDENCE - STATE: Arkansas
13b. COUNTY: Pike
13c. CITY, TOWN OR LOCATION: Murfreesboro
13d. STREET AND NUMBER: 425 West 3rd Street
13e. INSIDE CITY LIMITS? (Yes or No): Yes
13f. ZIP CODE: 71958
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes — If yes, specify Cuban, Mexican, Puerto Rican, etc.) [X] No [ ] Yes Specify:
16. RACE — American Indian, Black, White, etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): ; College (1-4 or 5+): 5+

NAME OF DECEDENT — For use by physician or institution. SEE INSTRUCTIONS ON OTHER SIDE

PARENTS

17. FATHER'S NAME (First, Middle, Last): Wayne McKibben
18. MOTHER'S NAME (First, Middle, Maiden Surname): Irene Sopher

INFORMANT

19a. INFORMANT'S NAME (Type/Print): Mr. Herb Uthoff
19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code): 425 West 3rd Street, Murfreesboro, Arkansas, 71852

DISPOSITION

20a. METHOD OF DISPOSITION: [ ] Burial [X] Cremation [ ] Removal from State [ ] Donation [ ] Other (Specify)
20b. DATE OF DISPOSITION (Month, Day, Year): March 13, 2001
20c. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Sunset Crematory
20d. LOCATION — City, Town, State: Hot Springs, Arkansas
21a. SIGNATURE OF EMBALMER: Peter B. Pruitt
21b. LICENSE NUMBER: 1905
22a. NAME AND ADDRESS OF FUNERAL HOME: Caruth-Hale Funeral Home, Inc. 155 Section Line Rd. Hot Springs, Arkansas 71913-6431
22b. LICENSE NUMBER: 40

SEE INSTRUCTIONS ON OTHER SIDE

CAUSE OF DEATH

23. 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. Sepsis — 2 weeks
DUE TO (OR AS A CONSEQUENCE OF):
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST
b. Endocarditis
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:

24. WAS AN AUTOPSY PERFORMED? (Yes or No): No
25. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or No): No
26. MANNER OF DEATH: [X] Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Could not be Determined [ ] Pending Investigation
27. DATE OF INJURY (Month, Day, Year):
28. TIME OF INJURY:
29. INJURY AT WORK? (Yes or No):
30. DESCRIBE HOW INJURY OCCURRED:
31. PLACE OF INJURY — At home, farm, street, factory, office building, etc. (Specify):
32. LOCATION (Street and Number or Rural Route Number, City or Town, State):
33. TIME OF DEATH: 1:22 A M
34. DATE PRONOUNCED DEAD (Month, Day, Year): March 10, 2001
35. WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER? (Yes or No): No

CERTIFIER

36. MEDICAL EXAMINER or CORONER Only — On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) and manner as stated. Signature and Title:
37. DATE SIGNED (Month, Day, Year):
38. CERTIFYING PHYSICIAN / REGISTERED NURSE (Hospice only) — To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. Signature and Title:
39. DATE SIGNED (Month, Day, Year): 3/13/01
40. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Type/Print): Dr. Kyle Roper, M.D. 1707 Airport Road, Hot Springs, AR 71913

REGISTRAR

41. REGISTRAR'S SIGNATURE: Karen Dennis, CHR
42. DATE FILED (Month, Day, Year): March 15, 2001

SEAL — ARKANSAS DEPARTMENT OF HEALTH — LITTLE ROCK, ARK.

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THE ARKANSAS DEPARTMENT OF HEALTH.

Sharon M. Leinbach
State Registrar

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE ARKANSAS DEPARTMENT OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

0064674

VR-112

FILE DATE: 08/08/2001 FILE TIME: 04:23
FREMONT COUNTY, WY, JULIE A FREESE - COUNTY CLERK DOC #: 1222600 PAGE #: 0002 OF 0002

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT FIRST HOLDING TO LIGHT TO VERIFY WATERMARK.

FICATE OF SURVEYOR

WYOMING)
F SUBLETTE)ss...

SCHERBEL OF BIG PINEY, COUNTY OF SUBLETTE, STATE OF WYOMING,
ERTIFY THAT THIS PLAT WAS MADE FROM RECORDS IN THE OFFICE OF THE
SUBLETTE COUNTY AND FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY
G DECEMBER 2000, AND THAT IT CORRECTLY REPRESENTS THE RESULTS OF SAID SURVEY.

sional Land Surveyor
Paul N. Scherbel
164
Date 28 Aug 2001
WYOMING

OING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PAUL N. SCHERBEL,
28th DAY OF August, 2001.

Y HAND AND OFFICIAL SEAL.

SUSAN Y. HOFFMAN
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires 3 Dec. 2003

n Y. Hoffman
UBLIC MY COMMISSION EXPIRES:

286084
RECORDED Aug. 30 2001 10:20 AM
IN BOOK 7a Misc. PAGE 532
FEES $25.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

CROSS LAZY TWO LAND AND LIVESTOCK COMPANY TRACT IN PART OF SW1/4NW1/4, NW1/4SW1/4 SECTION 14 S1/2NE1/4, N1/2SE1/4, SECTION 15 T30N R114W SUBLETTE COUNTY, WYOMING

right © 2001 by Surveyor Scherbel, Ltd. All rights reserved.

AFFIDAVIT OF SURVIVORSHIP
and
APPOINTMENT OF SUCCESSOR TRUSTEE

Barbara S. Stewart, being first duly sworn, states as follows:

1. *Affiant* and W. W. Stewart entered into The Stewart Family Revocable Trust on June 21, 2000, said Trust hereinafter referred to as the "Trust".

2. *Affiant* is the surviving spouse of W. W. Stewart, deceased, who died in Casper, Wyoming on the 9th day of June, 2001 as verified by the attached Certificate of Death from the State of Wyoming Department of Health.

3. Pursuant to Article II, Section A of the Trust, both the *Affiant* and W. W. Stewart were appointed as Co-Trustees of said Trust.

4. Since W. W. Stewart is now deceased, pursuant to Article II, Section B of the Trust, Barbara S. Stewart hereby declares that she is the Successor Trustee under said Trust as of the date of death of the deceased.

5. This Affidavit is executed for the purposes of establishing the fact of the death of W. W. Stewart and the appointment of Barbara S. Stewart as Successor Trustee under the terms and conditions of The Stewart Family Revocable Trust on June 21, 2000.

6. This Affidavit affects title to the lands described in those recorded documents referred to in Exhibit "A" attached hereto.

Barbara S. Stewart
Barbara S. Stewart

Subscribed and sworn to before me by the aforesaid Barbara S. Stewart, on this 30th day of August, 2001.

NOTARY PUBLIC
KENNETH D. WAGNER
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires March 22, 2004

Kenneth D Wagner
Notary Public

My Commission Expires:

286152

F:\CLIENTS\Stewart\Administration\Aff Surv and Succ TTee.wpd

RECORDED Sept. 4 2001 4:30 PM
IN BOOK 72 Misc. PAGE 533
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 276 — 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.)
Wallace	Wayne	Stewart	Male	June 09, 2001

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.)
511-24-0791	71					December 17, 1929

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
1901 Bellaire Drive	Casper	Natrona

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

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Natrona	Casper	1901 Bellaire Drive

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Edmond	Lee	Stewart	Jewell	Mae	Harlan

INFORMANT

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

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
1901 Bellaire Drive	Casper	Wyoming	82604

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	June 11, 2001	Wyoming Cremation Services	Casper, Wyoming

21a. FUNERAL SERVICE LICENSEE Or Person Acting (Signature) Number	21b. NAME OF FACILITY Number	21c. ADDRESS OF FACILITY
Neil Rob	Memorial Chapel 92	710 E. 2nd St., Casper, 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) ▶ Thomas M Burke MD

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
June 12, 2001	10:35 a M

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

To Be Completed by CORONER Only

23a. On the basis of examination and / or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
	M
23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
	M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
Thomas M. Burke M.D., 940 E. 3rd Casper WY, 82601, 307-577-4230

25a. REGISTRAR (Signature) ▶ Ted Hanauer	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
	June 12, 2001

CAUSE OF DEATH

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

28. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. Acute Respiratory Arrest
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. Malignant Brain Tumor - Glioblastoma Multiforme
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: ☑ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be Determined

30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
	M		

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

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

JUN 14 2001

VR 2-89
11/99 15M

126467

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

DATE ISSUED: JUN 15 2001

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

THIS BLUE PAPER NOT OFFICIAL — ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

534

Exhibit "A"

State/County of Recording	Book	Page	Instrument No.
Montana/Big Horn	54	954	
Montana/Fallon	148	99	
Montana/Richland	E270	800	
Montana/Rosebud	109	111	
North Dakota/Billings	0193	751	
North Dakota/McKenzie			337226
North Dakota/Mountrail			304054
North Dakota/Ward			2785467
North Dakota/Williams			591672
Wyoming/Fremont			1211901
Wyoming/Johnson	282	387	
Wyoming/Natrona			655273
Wyoming/Natrona			655277
Wyoming/Niobrara	402	244	
Wyoming/Sublette	115 (OG)	459	
Wyoming/Washakie	83	2284	

VERIFICATION OF SOLE TRUSTEE

ROBERT A. JOHNSON and ELDEN L. JOHNSON, JR., being first duly sworn upon their oaths according to law, certify and state as follows:

1. That on the 1st day of May, 1989, NELLIE S. JOHNSON, acting as Settlor, and as Trustee, entered into an agreement creating the NELLIE S. JOHNSON LIVING TRUST, which trust, for formal purposes has heretofore been referred to as:

NELLIE S. JOHNSON, Trustee, or her successors in trust, under the NELLIE S. JOHNSON LIVING TRUST, dated May 1, 1989, and any amendments thereto

2. That NELLIE S. JOHNSON has resigned as Trustee of said Trust, as reflected by the copy of Resignation of Trustee attached hereto.

3. That upon the Resignation of NELLIE S. JOHNSON, ROBERT A. JOHNSON and ELDEN L. JOHNSON, JR., succeeded to the trusteeship of NELLIE S. JOHNSON under said trust, to serve as Co-trustees of said trust, all in accordance with the terms and provisions of said trust.

4. 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:

ROBERT A. JOHNSON and ELDEN L. JOHNSON, JR., Trustees, or their successors in trust, under the NELLIE S. JOHNSON LIVING TRUST, dated May 1, 1989, and any amendments thereto.

5. That attached hereto, and by this reference made a part hereof, is a legal description of certain real property in which the NELLIE S. JOHNSON LIVING TRUST, dated May 1, 1989, has ownership, and which is affected by this Verification.

ROBERT A. JOHNSON, Trustee of the NELLIE S. JOHNSON LIVING TRUST, dated May 1, 1989

ELDEN L. JOHNSON, JR., Trustee of the NELLIE S. JOHNSON LIVING TRUST, dated May 1, 1989

286157

RECORDED Sept. 5 2001 8:25 AM
IN BOOK 72 Misc. PAGE 536
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seiler

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

The foregoing instrument was acknowledged before me this 19th day of July, 2001, by Robert A. Johnson, Trustee of the Nellie S. Johnson Living Trust.

Witness my hand and official seal.

JEANNE BATH - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 9, 2002

My commission expires:

12-09-2002

Jeanne Bath
Notary Public

The State of Colorado)
ss:
County of Jefferson)

The foregoing instrument was acknowledged before me this 16th day of July, 2001, by Elden L. Johnson, Jr., Trustee of the Nellie S. Johnson Living Trust.

Witness my hand and official seal.

My commission expires:

My Commission Expires Oct. 30, 2002

Notary Public

NOTARY PUBLIC STATE OF COLORADO

RESIGNATION OF TRUSTEE

I, NELLIE S. JOHNSON, do hereby resign as a Trustee of the NELLIE S. JOHNSON LIVING TRUST, dated May 1, 1989.

Dated this 16 day of July, 2001.

Nellie S. Johnson
NELLIE S. JOHNSON

ATTACHMENT

Township 30 North, Range 109 West of the Sixth Principal Meridian:
Section 4: Lot 4, SW¼NW¼, NW¼SW¼;
Section 5: Lots 1, 6, 7 and 10;
Section 7: Lots 7, 8, 9, 11, 13 and SE¼;
Section 8: SW¼

Township 30 North, Range 110 West of the Sixth Principal Meridian:
Section 12: Lots 6, 7, 8 and SE¼SE¼

Township 31 North, Range 109 West of the Sixth Principal Meridian:
Section 32: Lot 7
Section 33: Lot 6

All that part of the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section 34, Township 32 North, Range 108 West of the 6th Principal Meridian, Sublette County Wyoming, lying North and West of the center line of East Fork River, comprising approximately fifteen acres; and

Beginning at the North Quarter corner of Section Thirty-Five (35), Township Thirty-Seven (37) North, Range One Hundred Ten (110) West of the 6th Principal Meridian, a set stone marked ¼ on the North side, and proceeding thence Southerly along the West line of the Northeast Quarter (NE¼) of said Section 35 for a distance of 1,320 feet, more or less, to the Southwest corner of NW¼NE¼ of said Section 35; thence proceeding Easterly along the South line of the NW¼NE¼ of said Section 35 a distance of 311 feet, more or less, to a point on the West right-of-way line of the County road; thence proceeding along the West right-of-way line of the County road North 16° East, 698 feet; thence continuing along the West right-of-way line of the County road, North 7°15' West, 365 feet; thence continuing along the West right-of-way line of the County road, North 16°30' West, 707 feet; thence continuing along the West right-of-way line of the County road North 12°30' East, 494 feet; thence continuing along the West right-of-way line of the County road, North 47° East, 654 feet, more or less, to a point on the North line of the SW¼SE¼ of Section 26, Township 37 North, Range 110 West of the 6th Principal Meridian, thence proceeding Westerly along the North line of the SW¼SE¼ of said Section 26; a distance of 844 feet, more or less, to the Northwest corner of the SW¼SE¼ of said Section 26; thence proceeding southerly along the West line of the SW¼SE¼ of said Section 26, a distance of 1,320 feet, more or less, to the North Quarter corner of Section 35, Township 37 North, Range 110 West, the point of beginning of this traverse, hereinabove

mentioned; being a portion of the NW¼NE¼ of Section 35, and the SW¼SE¼ of Section 26, Township 37 North, Range 110 West of the 6th Principal Meridian, Sublette County Wyoming, the area of which is 25.51 acres, more or less; and,

All of the Southeast Quarter Southeast Quarter (SE¼SE¼) in Section Five (5), of Township 30 North, Range 109 West of the 6th Principal Meridian, subject to the provisions of United Stated patents.

286161

RECORDED Sept. 5 2001 9:25aM
IN BOOK 72 Misc. PAGE 541
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: J. F. RANCH, INC.
Dated: JULY 18, 1994
Recorded: JULY 22, 1994, BOOK 63 MISC, PAGE 233, DOC #247443
SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the descriptions of the herein above Right-of-Way and Easement is the surveyed centerline descriptions.

WILLIAMS GAS PROCESSING COMPANY

BY: Alan D. Wurtz
Alan D. Wurtz
Attorney-in-Fact

Tip Top #T58X-25G
LN-2341

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 28th day of Aug., 2001.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

May 5, 1995

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TIP TOP #T58X-25G
CROSSING A PORTION OF J.F. RANCH, INC. PROPERTY
SECTION 25, TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 25, Township 28 North, Range 114 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 4.1/2" diameter pipeline:

Beginning at a point located in the Southeast quarter of the Southeast quarter of Section 25, said point bears North 45°42' West, a distance of 1036.8 feet from the Southeast corner of said Section 25;

Thence South 58°23' West, a distance of 38.6 feet;

Thence South 63°14' West, a distance of 1168.5 feet;

Thence South 77°19' West, a distance of 230.1 feet;

Thence North 54°44' West, a distance of 127.6 feet;

Thence North 1°33' West, a distance of 172.5 feet;

Thence North 33°48' East, a distance of 45.2 feet;

Thence South 4°43' East, a distance of 85.2 feet to the end of the line at a point in the Southwest quarter of the Southeast quarter of Section 25, said point bears North 55°09' East, a distance of 623.5 feet from the South quarter corner of said Section 25.

The length of the above described survey line is 1867.7 feet, or 113.194 rods, or 0.354 miles.

Dwg. No. 12A761.0-6-1
R/W No. 02341

543

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT
NINTH JUDICIAL DISTRICT

286175

RECORDED Sept. 7 2001 8:45a M
IN BOOK 72 Misc. PAGE 543
FEES $ 9.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

ALBERT A. ELLIS and SONDRA M. ELLIS; and DONNA M. STEELE,

Plaintiffs,

vs.

FRAN STEINMETZ; ELIZABETH ELLIS; or any Successor Trustee of the Trust I Estate; all of the unknown heirs, devisees, legatees, creditors and successors of ANNE E. BARGER, deceased, if any; and if any of the above named or mentioned persons are deceased, in addition to ANNE E. BARGER, then all of the unknown heirs, devisees, legatees, creditors and successors of such deceased person and all other unknown persons claiming any estate or interest in, or lien upon, the real property and premises which is subject matter of this action and is described herein; and DOES I-XX,

Defendants.

CIVIL ACTION NO.6238

FILED

AUG 3 0 2001

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

JUDGMENT

The Defendant Fran Steinmetz having acknowledged and stipulated that she claims no interest in the following-described property; the remaining Defendants having been served by publication and having failed to respond to the Complaint within the time specified by law, and the default of those Defendants having been taken by Plaintiffs and Plaintiffs having filed their Motion to Dismiss with Prejudice the remaining claim set forth in the Complaint, it is, therefore,

ORDERED, ADJUDGED AND DECREED that title to the real property described as follows:

A tract of land located in the NE1/4SE1/4 of Section 16, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at a point which bears S.00°50'58"W., from the E1/4 corner of said Section 16 along the East boundary line of said NE1/4SE1/4, a distance of 37.50 feet;

Thence from said point of beginning continuing S.00°50'58"W.,along the East boundary line of said NE1/4SE1/4, a distance of 1105.50 feet to a point of intersection of the East boundary of said NE1/4SE1/4 and the East right-of-way line of Wyoming State Highway 191;
Thence Northwesterly along the East right-of-way line of said Highway 191 which is a curve to the left, through an arc distance of 912.61 feet, said curve having a central angle of 13°20'24", a radius of 3919.70 feet, and a tangent length of 458.38 feet;
Thence N.52°32'01"E., a distance of 408.37 feet to the point of beginning;
Said tract contains 3.70 acres, more or less.

is quieted against the claims of said Defendant, and Plaintiffs Albert A. Ellis and Sondra M. Ellis are the owners in fee simple of the property above-described and are entitled to the possession of said property; that any claim of the Defendants and all who claim title under them and in or to the real property, are without any right whatever and the Defendant has no estate right, title, lien or interest whatever in or to the real property described herein or any part thereof; the Defendants or anyone claiming title under or through the Defendants are permanently enjoined from asserting any estate, right, title, lien or interest in or to the real property described herein or any part thereof; it is,

FURTHER ORDERED, ADJUDGED AND DECREED that the remaining claims set forth in the Complaint be, and the same are hereby, dismissed with prejudice.

Dated this 30th day of Aug, 2001.

NANCY J. 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 TRUE AND COMPLETE COPY.
SIGNED

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT
NINTH JUDICIAL DISTRICT

286176

RECORDED Sept. 7 2001 9:46AM
IN BOOK 72 Misc. PAGE 545
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ALBERT A. ELLIS and
SONDRA M. ELLIS;
and DONNA M. STEELE,

Plaintiffs,

vs.

FRAN STEINMETZ; ELIZABETH ELLIS; or any Successor Trustee of the Trust I Estate; all of the unknown heirs, devisees, legatees, creditors and successors of ANNE E. BARGER, deceased, if any; and if any of the above named or mentioned persons are deceased, in addition to ANNE E. BARGER, then all of the unknown heirs, devisees, legatees, creditors and successors of such deceased person and all other unknown persons claiming any estate or interest in, or lien upon, the real property and premises which is subject matter of this action and is described herein; and DOES I-XX,

Defendants.

CIVIL ACTION NO.6238

FILED

AUG 30 2001

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

JUDGMENT

The Defendant Fran Steinmetz having acknowledged and stipulated that she claims no interest in the following-described property; the remaining Defendants having been served by publication and having failed to respond to the Complaint within the time specified by law, and the default of those Defendants having been taken by Plaintiffs and Plaintiffs having filed their Motion to Dismiss with Prejudice the remaining claim set forth in the Complaint, it is, therefore,

ORDERED, ADJUDGED AND DECREED that title to the real property described as follows:

A tract of land located in the NE1/4SE1/4 of Section 16, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at a point which bears S.00°50'58"W., from the E1/4 corner of said Section 16 along the East boundary line of said NE1/4SE1/4, a distance of 37.50 feet;

Thence from said point of beginning continuing S.00°50'58"W.,along the East boundary line of said NE1/4SE1/4, a distance of 1105.50 feet to a point of intersection of the East boundary of said NE1/4SE1/4 and the East right-of-way line of Wyoming State Highway 191;
Thence Northwesterly along the East right-of-way line of said Highway 191 which is a curve to the left, through an arc distance of 912.61 feet, said curve having a central angle of 13°20'24", a radius of 3919.70 feet, and a tangent length of 458.38 feet;
Thence N.52°32'01"E., a distance of 408.37 feet to the point of beginning;
Said tract contains 3.70 acres, more or less.

is quieted against the claims of said Defendant, and Plaintiffs Albert A. Ellis and Sondra M. Ellis are the owners in fee simple of the property above-described and are entitled to the possession of said property; that any claim of the Defendants and all who claim title under them and in or to the real property, are without any right whatever and the Defendant has no estate right, title, lien or interest whatever in or to the real property described herein or any part thereof; the Defendants or anyone claiming title under or through the Defendants are permanently enjoined from asserting any estate, right, title, lien or interest in or to the real property described herein or any part thereof; it is,

FURTHER ORDERED, ADJUDGED AND DECREED that the remaining claims set forth in the Complaint be, and the same are hereby, dismissed with prejudice.

Dated this 30th day of Aug, 2001.

NANCY J. 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

546

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

286185

RECORDED Sept. 7 2001 11:15 AM
IN BOOK 72 Misc. PAGE 547
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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

ELLEN H. REED, first duly sworn according to law, upon her oath deposes and says:

1. That HUGH M. REED died testate on September 2, 1999, in Pinedale, Sublette County, Wyoming, and that said decedent at the time of death left estate consisting of personal property located in Laramie County, in the State of Wyoming.

2. That at the time of his death, HUGH M. REED was domiciled in the State of Wyoming, County of Sublette.

3. That at the time of his death, said HUGH M. REED left surviving him the following named trust who would have, under probate proceedings, the right to succeed to the personal property of said HUGH M. REED.

Name, Address and Relationship	Age	Share of Estate
Ellen H. Reed, sole Trustee of the Reed Family Trust, dated April 17, 1992 P.O. Box 307 Pinedale, WY 82941	NA	All

4. That at the time of his death, HUGH M. REED was the owner of the following described personal property:

(a) WyHy Federal Credit Union, Account No. 0000006171

5. That the value of the entire estate subject to probate, wherever located, less liens and encumbrances, does not exceed Seventy Thousand and No/100 Dollars ($70,000.00).

6. That thirty (30) days have elapsed since the death of the decedent.

7. That no application for appointment of a personal representative is pending or has been granted in any jurisdiction.

8. That the above-named distributee is entitled to payment or delivery of the property of said decedent; and there are no other distributees of the decedent having a right to succeed to the property under probate proceedings.

9. That affiant as the Trustee of the Reed Family Trust of the decedent herein, states that the above-named will distributee is entitled to have the above-described personal property by virtue of and have executed and filed this affidavit pursuant to the provisions of Section 2-1-201, Wyoming Statutes, 1977; and that the Certificate of Death, hereunto annexed and by this reference made a part hereof, is a certified copy of the Certificate of Death of said decedent, HUGH M. REED.

10. That affiant hereby requests that the above named personal property be set over to the following named Trust:

Sheila E. Reed, Sean P. Reed and Randall H. Reed, Co-Trustees under the Family Trust created under the Reed Family Trust, dated April 17, 1992

DATED this 15 day of June, 2001.

Ellen H. Reed

Ellen H. Reed, Trustee of the
Reed Family Trust, dated April 17, 1992

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

The foregoing Affidavit for Collection and Distribution of Decedent's Personal Property Pursuant to W.S. 2-1-201 was acknowledged before me by Ellen H. Reed, Trustee of the Reed Family Trust, dated April 17, 1992, on this 15 day of June, 2001.

WITNESS my hand and official seal.

LOVELL WYOMING NOTARY PUBLIC

June Lovell
Notary Public

My Commission Expires: January 23, 2005

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 99032 — 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.)
HUGH	M.	REED	MALE	Sept. 2, 1999

4. SOCIAL SECURITY NUMBER	4a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
444-01-0400	80					SEPTEMBER 15, 1918

7a. PLACE OF DEATH (Check only one)

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
565 SO. TYLER	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)
OKLAHOMA	MARRIED	ELLEN HUSTON

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	565 SO. TYLER

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
HULA		REED	ELIZABETH		BAKER

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
RANDAL H. REED	SON

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 122	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY NAME	20d. LOCATION CITY OR TOWN	STATE
CREMATION	SEPT. 2, 1999	FOX CREMATORY	ROCK SPRINGS	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.): SEPTEMBER 2, 1999

22c. HOUR OF DEATH: 8 15 A.M.

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

To be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ [signature]

23b. DATE SIGNED (Mo., Day, Yr.): SEPTEMBER 9, 1999

23c. HOUR OF DEATH: 8:15 A.M.

23d. PRONOUNCED DEAD (Mo., Day, Yr.): SEPTEMBER 2, 1999

23e. PRONOUNCED DEAD (Hour): 8:35 A.M.

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

J. T. JOHNSTON M.D. PINEDALE, WYOMING 82941

25a. REGISTRAR (Signature) ▶ [signature]

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): SEPTEMBER 9, 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. Respirator / Cardiac arrest.

DUE TO (OR AS A CONSEQUENCE OF): b. Metastatic Ca. Prostate

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

DUE TO (OR AS A CONSEQUENCE OF): c.

DUE TO (OR AS A CONSEQUENCE OF): d.

Approximate Interval Between Onset and Death: a. Seconds b. years

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

27. AUTOPSY (Specify yes or no)	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 1999

VR 2-89
8/97 15M

075868

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

DATE ISSUED: SEP 21 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

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

VERIFICATION OF SUCCESSOR SOLE TRUSTEE

ELLEN H. REED, being first duly sworn upon her oath according to law, certifies and states as follows:

1. That on the 17th day of April, 1992, Hugh M. Reed and Ellen H. Reed, acting as Settlors and as Trustees, entered into an agreement creating the Reed Family Trust, which trust, for formal purposes has heretofore been referred to as:

HUGH M. REED and ELLEN H. REED, Trustees, under the REED FAMILY TRUST, dated April 17, 1992.

2. That HUGH M. REED died at Pinedale, Sublette County, Wyoming, on the 2nd day of September, 1999, as reflected by the copy of his Certificate of Death attached hereto.

3. That upon the death of HUGH M. REED, ELLEN H. REED, acting as sole Trustee, succeeded to the trusteeship of HUGH M. REED under said trust, all in accordance with the terms and provisions of said trust.

4. 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:

ELLEN H. REED, sole Trustee under the REED FAMILY TRUST, dated April 17, 1992

Ellen H. Reed
Ellen H. Reed

286186

RECORDED Oct 7 2001 11:56AM
IN BOOK 72 Misc. PAGE 550
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

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

Subscribed, sworn to, and acknowledged before me this 15 day of June, 2001, by Ellen H. Reed, as sole trustee of the Reed Family Trust dated April 17, 1992.

Witness my hand and official seal.

My commission expires:

January 23, 2005
Notary Public

DANIEL LOWELL
NOTARY PUBLIC
COUNTY OF WYOMING

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 99032

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.)
HUGH	M.	REED	MALE	Sept. 2, 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.)
444-01-0400	80					SEPTEMBER 15, 1918

7a. PLACE OF DEATH (Check only one)

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
565 SO. TYLER	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)
OKLAHOMA	MARRIED	ELLEN HUSTON

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	565 SO. TYLER

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
HULA		REED	ELIZABETH		BAKER

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
RANDAL H. REED	SON

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 122	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY - NAME	20d. LOCATION CITY OR TOWN	STATE
CREMATION	SEPT. 2, 1999	FOX CREMATORY	ROCK SPRINGS	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ O. L. Mercer	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.) SEPTEMBER 2, 1999

22c. HOUR OF DEATH 8 15 A M

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

To be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ Stan Bee

23b. DATE SIGNED (Mo., Day, Yr.) SEPTEMBER 9, 1999

23c. HOUR OF DEATH 8:15 A. M

23d. PRONOUNCED DEAD (Mo., Day, Yr.) SEPTEMBER 2, 1999

23e. PRONOUNCED DEAD (Hour) 8:35 A. M

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

J. T. JOHNSTON M.D. PINEDALE, WYOMING 82941

25a. REGISTRAR (Signature) ▶ Lucinda McCaffrey

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) SEPTEMBER 9, 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. IMMEDIATE CAUSE (Final disease or condition resulting in death) ➡ a. Respiratory / Cardiac arrest.

DUE TO (OR AS A CONSEQUENCE OF): b. Metastatic Ca. Prostate

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

DUE TO (OR AS A CONSEQUENCE OF): c.

DUE TO (OR AS A CONSEQUENCE OF): d.

Approximate Interval Between Onset and Death: a. Seconds b. years

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

27. AUTOPSY (Specify yes or no)	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 1999

VR 2-89
8/97 15M

075870

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

DATE ISSUED: SEP 21 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

[redacted] [redacted] [redacted]

Parcel One

Lots Twenty-Five (25), Twenty-Six (26), and Twenty-Seven (27), Cooley 3rd Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the official Plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

Parcel Two

Northeast Quarter (NE1/4) Section Four (4), Township 35 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; subject to easements and rights of way of record or in use and to reservations and restrictions contained in United States Patents; reserving, however, to Grantor, the right to use the existing roads, and

A tract of land located in the NW1/4 of Section 4, T35N, R113W, of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at the northeast corner of said NW1/4; thence proceeding southerly along the east line of said NW1/4 a distance of 2593.54 feet, more or less, to the southeast corner of said NW1/4; thence westerly along the south line of said NW1/4 a distance of 83.4 feet to a point; thence northerly, and parallel to the east line of said NW1/4 a distance of 2593.54 feet, more or less, to a point on the north line of said NW1/4; thence easterly along the north line of said NW/14 a distance of 83.4 feet to the point of beginning of the tract.

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

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 28th day of August, 2001, by and between **GEORGE A. ROBERTS and CELIA L. ROBERTS,** husband and wife, as Sellers, to **BRADLEY D. HARTLEY,** 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:

> Lots One Hundred Six (106) and One Hundred Seven (107) of the Green River Ranch Subdivision, Unit B, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds 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 as recorded in the office of the County Clerk, Sublette County, Wyoming.
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
> NO PROPOSED DOMESTIC WATER SOURCE.
> NO PROPOSED PUBLIC MAINTENANCE OF STREET OR ROADS.

Buyer's address for tax purposes is P.O. Box 2203, Pinedale, WY 82941.

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

DATED this 28th day of August, 2001.

286206

RECORDED Sept. 7 2001 4:25 PM
IN BOOK 72 Misc. PAGE 553
FEES $8.00 Mary L. Lilly COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Sellers:

George A. Roberts
GEORGE A. ROBERTS

Celia L. Roberts
CELIA L. ROBERTS

DATED this 28th day of August, 2001.

Buyers:

Bradley D. Hartley
BRADLEY D. HARTLEY

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by GEORGE A. ROBERTS and CELIA L. ROBERTS, this 28th day of August, 2001.

WITNESS my hand and official seal.

Sandra Adams
NOTARY PUBLIC

My Commission Expires: 8/17/04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8/17/04

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

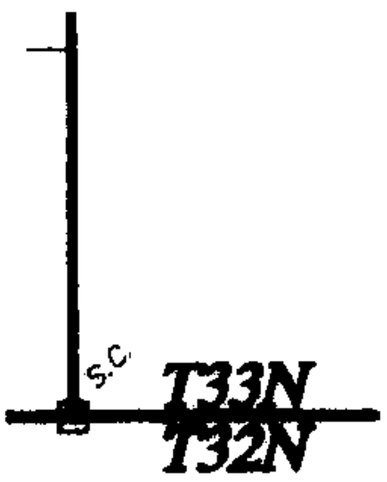
The foregoing **Memorandum Of Agreement** was acknowledged before me by BRADLEY D. HARTLEY, this 28th day of August, 2001.

WITNESS my hand and official seal.

Sandra Adams
NOTARY PUBLIC

My Commission Expires: 8/17/04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8/17/04



LEGEND

⊡ INDICATES A CORNER RECORD FILED OR TO BE FILED IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY.

OWNERSHIP LEGEND

HL = HIGH LONESOME RANCH

W = FLYING W LAND AND LIVESTOCK CO.

H = HELEN L. HOPKINS, TRUSTEE, ET. AL.

286218

RECORDED Sept. 10 2001 3:15pm

IN BOOK 72 Misc. PAGE 555

FEES $ 25.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Seaton

PLAT OF SURVEY FOR HIGH LONESOME RANCH OF PART OF

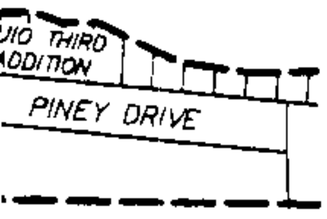
SECTIONS 11, 14 T32N, R114W
SECTIONS 31, 32 T33N, R113W
SECTIONS 35, 36 T33N, R114W

SUBLETTE COUNTY, WYOMING

Susan Y. Hoffman
NOTARY PUBLIC

Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires 3 Dec.

MY COMMISSION EXPIRES: 3 December 2003



T MAP
ALE

CERTIFICATE OF ACCEPTANCE

STATE OF WYOMING)
COUNTY OF SUBLETTE)
TOWN OF BIG PINEY) ss...

THE FOREGOING **MILLEG SECOND ADDITION TO THE TOWN OF BIG PINEY** WAS APPROVED AT THE REGULAR MEETING OF THE TOWN COUNCIL ON THE 4th DAY OF September 2001, IN ACCORDANCE WITH SECTIONS 15-1-415 AND 34-12-102, 103, WYOMING STATE STATUTES, 2001, AS AMENDED, IN ACCORDANCE WITH ORDINANCE NO._____, DATED_____

ATTEST:

Vickie Brown
VICKIE BROWN, CLERK

TOWN OF BIG PINEY

PHILLIP V. SMITH, MAYOR

OWNER/DEVELOPER:

DONNA J. MEEKS
BOX 4550
MARBLETON, WYOMING 83113

SURVEYOR:

SURVEYOR SCHERBEL, LTD.
BOX 4296
MARBLETON, WYOMING 83113
TELEPHONE: 307-276-3347

DATE:

JANUARY 2001

286224

RECORDED Sept 10 2001 4:10 PM
IN BOOK 72 Misc. PAGE 556
FEES $ 50.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seton

FINAL PLAT

MILLEG SECOND ADDITION TO THE TOWN OF BIG PINEY SUBLETTE COUNTY, WYOMING BEING PART OF THE SW1/4NE1/4 SECTION 36 T30N R112W

Copyright © 2001 by Surveyor Scherbel, Ltd. All rights reserved.

RECORDED Sept 11 2001 950AM
IN BOOK 72 MISC PAGE 557
FEES $ 4.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

286231

RELEASE

KNOWN ALL MEN BY THESE PRESENTS, That FIRST NATIONAL BANK OF PINEDALE, a national banking organization, does hereby certify that a certain Agreement bearing the date of 8/10/95, made by and between JUDITH A. MARX, as Judith, and FIRST NATIONAL BANK OF PINEDALE, a national banking organization, as Bank, concerning the assignment of a certain Promissory Note and Mortgage as security for the payment of a certain sum of money, which Agreement was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, on 8/25/95, in Book 64 of Miscellaneous, Page 703 and encumbering the following described real estate in said County, to-wit:

> That part of the NW1/4SW1/4 of Section 29, Township 30 North, Range 111 West, as follows:
> Beginning at a point S.16°29'E., 353.8 feet from the west ¼ corner of said Section 29;
> thence N.89°54'E., 726.1 feet to a point;
> thence S.00°04'E., 600.0 feet parallel to the west line of said Section 29;
> thence S.89°54'W., 726.1 feet parallel to the north line of said tract to a point;
> thence N.00°04'W., 600.0 feet parallel to the said west section line to the point of beginning;
> Encompassing an area of 10.001 acres, more or less;

is fully paid, satisfied, released, and discharged and in consideration thereof the said Bank does hereby release and quitclaim unto JUDITH A. MARX the premises thereby encumbered together with the Promissory Note and Mortgage therein conveyed and assigned.

DATED this 7th day of September, 2001.

ATTEST:

SEAL

CASHIER

FIRST NATIONAL BANK OF PINEDALE,
A National Banking Organization:

BY: Kenneth Transtrum

ITS: Vice President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Release was acknowledged before me by FIRST NATIONAL BANK OF PINEDALE, A National Banking Organization, by Kenneth Transtrum, its (title) Vice President, and attested to and sealed by its Cashier, this 7th day of September, 2001.

WITNESS my hand and official seal.

Susan Gulbrandson
NOTARY PUBLIC

My Commission Expires: 2/21/2003

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

RECORDED Sept 11 2001 9:50 AM
IN BOOK 72 MISC PAGE 558
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoover

286232

RELEASE

KNOWN ALL MEN BY THESE PRESENTS, That FIRST NATIONAL BANK OF PINEDALE, a national banking organization, does hereby certify that a certain Assignment bearing the date of 8/10/95, made and executed by JUDITH A. MARX, as Assignor, to FIRST NATIONAL BANK OF PINEDALE, a national banking organization, as Assignee, assigning a certain Promissory Note and Mortgage as security for the payment of a certain sum of money, which assignment was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, on 8/25/95, in Book 64 of Miscellaneous, Page 706 and encumbering the following described real estate in said County, to-wit:

> That part of the NW1/4SW1/4 of Section 29, Township 30 North, Range 111 West, as follows:
> Beginning at a point S.16°29'E., 353.8 feet from the west ¼ corner of said Section 29;
> thence N.89°54'E., 726.1 feet to a point;
> thence S.00°04'E., 600.0 feet parallel to the west line of said Section 29;
> thence S.89°54'W., 726.1 feet parallel to the north line of said tract to a point;
> thence N.00°04'W., 600.0 feet parallel to the said west section line to the point of beginning;
> Encompassing an area of 10.001 acres, more or less;

is fully paid, satisfied, released, and discharged and in consideration thereof the said Assignee does hereby release and quitclaim unto the said Assignor the premises thereby encumbered together with the Promissory Note and Mortgage therein conveyed and assigned.

DATED this 7 th day of September, 20 01.

ATTEST:

SEAL

Karen Hines
CASHIER

FIRST NATIONAL BANK OF PINEDALE,
A National Banking Organization:

BY: Kenneth Jaanstrum

ITS: Vice President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing Release was acknowledged before me by FIRST NATIONAL BANK OF PINEDALE, A National Banking Organization, by Kenneth Jaanstrum, its (title) Vice President, and attested to and sealed by its Cashier, this 7th day of September, 2001.

WITNESS my hand and official seal.

Susan W. Gulbrandson
NOTARY PUBLIC

My Commission Expires: 2/21/2003

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

559

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.
SCHMIDT, JAMES EMANUEL	ARMY/USAR/FA	520 | 06 | 2530

4.a GRADE, RATE, OR RANK	4.b PAY GRADE	5. DATE OF BIRTH (YYYYMMDD)	6. RESERVE OBLIG. TERM. DATE
CPT	O3	19701013	Year 2004 | Month 02 | Day 25

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)
LAWTON, OK	PO BOX 1112 PINEDALE, WY 82941
8.a LAST DUTY ASSIGNMENT AND MAJOR COMMAND	8.b STATION WHERE SEPARATED
0018RFA BN 02 A BTRY MLRS FC	FORT SILL, OK 73503-5100
9. COMMAND TO WHICH TRANSFERRED	10. SGLI COVERAGE ☐ None
HHB 115TH FA BDE 5500 BISHOP BLVD CHEYENNE WY 82009	Amount: $250,000.00

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.)

13A 00 FA GENERAL--5 YRS-7 MOS//NOTHING FOLLOWS

12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
a. Date entered AD This Period	1996	02	26
b. Separation Date This Period	2001	10	09
c. Net Active Service This Period	0005	07	14
d. Total Prior Active Service	0000	00	00
e. Total Prior Inactive Service	0000	08	17
f. Foreign Service	0000	00	00
g. Sea Service	0000	00	00
h. Effective Date of Pay Grade	2000	03	01

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)

ARMED FORCES SERVICE MEDAL//ARMY COMMENDATION MEDAL//NATO MEDAL//ARMY SUPERIOR UNIT AWARD //NATIONAL DEFENSE SERVICE MEDAL//ARMED FORCES EXPEDITIONARY MEDAL//ARMY SERVICE RIBBON //OVERSEAS SERVICE RIBBON//NOTHING FOLLOWS

14. MILITARY EDUCATION (Course title, number of weeks and month and year completed)

CAS3, 2000//ARM OFFICER ADVANCED, 2000//NBC OFFICER, 1998//UNIT MOVMNT OF DEPL PL, 1997 //FIELD ARTY OFF BASIC, 1996//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		11

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//MEMBER HAS COMPLETED FIRST FULL TERM OF SERVICE//NOTHING FOLLOWS

286235

RECORDED Sept 11 2001 1205PM
IN BOOK 78 MISC PAGE 559
FEES $ 0.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

19.a MAILING ADDRESS AFTER SEPARATION (Include Zip Code)	19.b NEAREST RELATIVE (Name and address - Include Zip Code)
PO BOX 1112 PINEDALE, WY 82941	JESSICA L SCHMIDT 809 NW 49TH ST LAWTON, OK 73503
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)
21. SIGNATURE OF MEMBER BEING SEPARATED	BELINDA L. GAINS, SFC, ARMY, NCOIC, TRANSITION

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

23. TYPE OF SEPARATION	24. CHARACTER OF SERVICE (Include upgrades)	
DISCHARGE	HONORABLE	
25. SEPARATION AUTHORITY	26. SEPARATION CODE	27. REENTRY CODE
AR 600-8-24, PARA 2-5 OR 2-11	MND	NA
28. NARRATIVE REASON FOR SEPARATION		
MISCELLANEOUS/GENERAL REASONS		
29. DATES OF TIME LOST DURING THIS PERIOD	30. MEMBER REQUESTS COPY 4 Initials	
NONE		

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

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: LILLIAN HARROWER
Dated: FEBRUARY 8, 1994
Recorded: FEBRUARY 25, 1994, BOOK 96 O&G, PAGE 242, DOC #245415
SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the descriptions of the herein above Right-of-Way and Easement is the surveyed centerline descriptions.

WILLIAMS GAS PROCESSING COMPANY

BY: _____
Alan D. Wurtz
Attorney-in-Fact

Tip Top #T74X-6G
LN-1685

286237

RECORDED Sept. 12 2001 8:40AM
IN BOOK 72 Misc. PAGE 560
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 5th day of September 5, 2001.

Witness my hand and official seal.

_____
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

July 28, 1994

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TIP TOP #T74X-6G
CROSSING A PORTION OF LILLIAN HARROWER PROPERTY
SECTION 6, TOWNSHIP 27 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 6, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 40 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 South quarter line of the Southeast quarter of the Northeast quarter Section 6, said point bears North 89°02' East, a distance of 1099.4 feet from the East quarter corner of said Section 6;

Thence North 17°12' West, a distance of 17.3 feet;

Thence North 34°57' East, a distance of 168.7 feet to the end of the line at a point located in the Southeast quarter of the Northeast quarter of Section 6, said point bears South 21°03' West, a distance of 2636.1 feet from the Northeast corner of said Section 6.

The length of the above described survey line is 186.0 feet, or 11.273 rods, or 0.035 miles.

Dwg. No. 9A761.0-11-1
R/W No. 01685

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: MOBIL EXPLORATION
Dated: FEBRUARY 7, 1994
Recorded: FEBRUARY 25, 1994, BOOK 96 O&G, PAGE 240, DOC #245414
SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the descriptions of the herein above Right-of-Way and Easement is the surveyed centerline descriptions.

WILLIAMS GAS PROCESSING COMPANY

BY: Alan D. Wurtz
Alan D. Wurtz
Attorney-in-Fact

Tip Top #T33X-18G
LN-1683

286238

RECORDED Sept. 12 2001 8:40a M
IN BOOK 72 Misc PAGE 562
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 5th day of September, 2001.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

563

March 8, 1995

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TIP TOP #T33X-18G
CROSSING A PORTION OF MOBIL EXPLORATION PROPERTY
SECTION 18, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 18, 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 4 1/2" diameter pipeline:

Beginning at a point located in the Northwest quarter of the Southeast quarter of Section 18, said point bears South 84°25' West, a distance of 1644.1 feet from the East quarter corner of said Section 18;

Thence North 52°20' West, a distance of 55.0 feet;

Thence South 79°52' West, a distance of 162.4 feet;

Thence South 51°30' West, a distance of 133.9 feet;

Thence South 75°49' West, a distance of 121.9 feet;

Thence South 78°30' West, a distance of 74.1 feet to the end of the line at a point located in the Northwest quarter of the Southeast quarter of Section 18, said point bears North 42°35' West, a distance of 3191.0 feet from the Southeast corner of said Section 18.

The length of the above described survey line is 547.3 feet, or 33.170 rods, or 0.104 miles.

Dwg. No. T761.0-53-1
R/W No. 01683

[redacted] [redacted] [redacted]

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: J. F. RANCH, INC
Dated: FEBRUARY 10, 1994
Recorded: MARCH 1, 1994, BOOK 96 O&G, PAGE 257, DOC #245455
SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the descriptions of the herein above Right-of-Way and Easement is the surveyed centerline descriptions.

WILLIAMS GAS PROCESSING COMPANY

BY: Alan D. Wurtz

Alan D. Wurtz
Attorney-in-Fact

Tip Top #T87X-25G
LN-1681

28623[9]

RECORDED Sept. 12 2001 8:40 AM
IN BOOK 72 Misc. PAGE 564
FEES $ 10.00 Mary L. Lyttle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 5th day of September, 2001.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

July 1, 1994

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TIP TOP #T87X-25G
CROSSING A PORTION OF J.F. RANCH INC. PROPERTY
SECTIONS 25, TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

PARCEL #1

A strip of land 60 feet wide across a portion of Section 25, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming, being 30 feet Southwesterly and 30 feet Northeasterly 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 South quarter line of the Southwest quarter of the Northeast quarter of Section 25, said point bears South 88°32' West, a distance of 1704.3 feet from the East quarter corner of said Section 25;

Thence South 72°27' East, a distance of 377.2 feet;

Thence South 17°22' East, a distance of 526.9 feet to a point located on the East sixteenth line of the Northwest quarter of the Southeast quarter of Section 25, said point bears South 56°54' West, a distance of 1567.5 feet from the East quarter corner of said Section 25.

The length of the above described survey line is 904.1 feet, or 54.794 rods, or 0.171 miles.

PARCEL #2

A strip of land 60 feet wide across a portion of Section 25, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming, being 30 feet Southwesterly and 30 feet Northeasterly 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 North sixteenth line of the Southeast quarter of the Southeast quarter of Section 25, said point bears South 37°46' West, a distance of 1698.3 feet from the East quarter corner of said Section 25;

Thence South 17°22' East, a distance of 134.7 feet;

Thence South 79°25' East, a distance of 340.2 feet;

Thence South 29°18' East, a distance of 155.6 feet;

Thence South 20°37' East, a distance of 132.7 feet to a point located in the Southeast quarter of the Southeast quarter of Section 25, said point bears North 35°56' West, a distance of 585.7 feet from the Southwest corner of Section 30.

The length of the above described survey line is 763.2 feet, or 46.256 rods, or 0.145 miles.

The combined length of the above described survey is 1667.3 feet, or 101.049 rods, or 0.316 miles.

Dwg. No. 10A761.0-10-1

R/W No. 01681

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: LILLIAN HARROWER
Dated: JULY 15, 1993
Recorded: AUGUST 20, 1993, BOOK 93 O&G, PAGE 306, DOC #242809
SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the descriptions of the herein above Right-of-Way and Easement is the surveyed centerline descriptions.

WILLIAMS GAS PROCESSING COMPANY

BY: _____
Alan D. Wurtz
Attorney-in-Fact

Tip Top #T66X-32G
LN-1433

286240

RECORDED Sept. 12 2001 8:40 AM
IN BOOK 72 Misc. PAGE 567
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Watson

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 31st day of August, 2001.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

[redacted] [redacted] [redacted]

October 18, 1994

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TIP TOP #T66X-32G
CROSSING A PORTION OF LILLIAN HARROWER PROPERTY
SECTION 32, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 40 feet Southerly and 20 feet Northerly 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 Northwest quarter of the Southeast quarter of Section 32, said point bears North 44°51' West, a distance of 2965.9 feet from the Southeast corner of said Section 32;

Thence North 85°46' East, a distance of 160.4 feet;

Thence North 89°03' East, a distance of 20.0 to a point located in the Northwest quarter of the Southeast quarter of Section 32, said point bears South 71°16' West, a distance of 1995.5 feet from the East quarter corner of said Section 32.

The length of the above described survey line is 180.4 feet, or 10.933 rods, or 0.034 miles.

Dwg. No. AL761.0-4-1
R/W No. 01433

568

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: ALICE M. SCHAFFER
Dated: JUNE 23, 1993
Recorded: JULY 19, 1993, BOOK 93 O&G, PAGE 13, DOC #242351
SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the descriptions of the herein above Right-of-Way and Easement is the surveyed centerline descriptions.

WILLIAMS GAS PROCESSING COMPANY

BY: Alan D. Wurtz
Alan D. Wurtz
Attorney-in-Fact

RECORDED Sept. 12 2001 8:40 AM
IN BOOK 78 Misc. PAGE 569
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

Tip Top #T86X-20G
LN-1389

286241

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 29th day of August, 2001.

Witness my hand and official seal.

Caroline Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

8.00

[redacted] [redacted] [redacted]

April 20, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

TIP TOP #T86X-20G

CROSSING A PORTION OF ALICE M. SCHAFFER PROPERTY

SECTION 21, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.

SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 21, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 20 feet Northerly and 40 feet Southerly 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 Southeast quarter of the Southwest quarter of Section 21, said point bears North 4°00' West, a distance of 1049.2 feet from the South quarter corner of said Section 21;

Thence North 30°25' West, a distance of 118.2 feet;

Thence North 75°10' West, a distance of 369.5 feet;

Thence South 88°49' West, a distance of 1256.5 feet;

Thence North 59°59' West, a distance of 622.6 feet;

Thence South 75°01' West, a distance of 205.6 feet;

Thence North 83°15' West, a distance of 171.0 to a point located on the West boundary line of the Northwest quarter of the Southwest quarter of Section 21, said point bears Northerly along said boundary line, a distance of 1496.6 feet from the Southwest corner of said Section 21.

The length of the above described survey line is 2743.4 feet, or 166.267 rods, or 0.520 miles.

Dwg. No. 6A761.0-20-1

R/W No. 01389

TOTAL P.07

571

ASSIGNMENT OF CERTIFICATE OF PURCHASE #6133

We, Phillip Leo Reints and Sandra Darlene Reints, holders of an interest in a Certificate of Purchase, do hereby assign, convey and forever quitclaim to the Reints Family, LLC all of our right, title and interest in that certain Certificate of Purchase endorsed by Sheriff Hank Ruland on May 18, 2001 and recorded in Book 72 of Miscellaneous at Page 247 in the Office of the Clerk of Sublette County, Wyoming, regarding the following described real property:

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, Wyoming in Book 37 of Miscellaneous Records on Page 191 Lying and being situate easterly of the Green River Lake 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 of the south line of the said S½NE¼NW¼, N.89°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.

WITNESS OUR HANDS this 11th day of September, 2001

Phillip Leo Reints
Phillip Leo Reints

Sandra Darlene Reints
Sandra Darlene Reints

286251

RECORDED Sept. 12 2001 1:30PM
IN BOOK 72 Misc. PAGE 571
FEES $ 8.00 M. Lou Hall CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

FILED
SEP 12 2001
MARILYN JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing ***Assignment of Certificate of Purchase*** was acknowledged before me by Phillip Leo Reints and Sandra Darlene Reints, this 11th day of September, 2001.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

My Commission Expires:
8-7-02

TS WILL BE USED TO CARRY SNOW MELT AND STORM WATER TO NATURAL

URCHASER THAT THEY HAVE ANY RIGHTS TO THE NATURAL FLOW OF A
TNG ON THE BANKS OF THE STREAM OR RIVER.

NIZE ANY RIPARIAN RIGHTS WITH REGARD TO THE CONTINUED NATURAL
ERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

TER RIGHTS FOR THIS SUBDIVISION.

THE PROTECTIVE COVENANTS OF RECORD IN THE OFFICE OF THE CLERK OF
MISCELLANEOUS RECORDS ON PAGE XX.
574

THE RIGHTS OF TELEPHONE AND TELEGRAPH LINE PURPOSES AS DESCRIBED
D IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY IN BOOK 2 OF

THE RIGHT OF WAY EASEMENT TO THE STATE OF WYOMING OF RECORD AS
LERK OF SUBLETTE COUNTY IN BOOK 15 OF MISCELLANEOUS RECORDS ON

AN EASEMENT FOR AN ELECTRICAL TRANSMISSION SYSTEM OF WYOMING
LERK OF SUBLETTE COUNTY IN BOOK 21 OF MISCELLANEOUS RECORDS ON

E UTILITY EASEMENT ALONG ALL FRONT, REAR, AND SIDE LOT LINES IN THIS
FEET ALONG CONTIGUOUS LOTS.

ISION SHALL BE BUILT IN ACCORDANCE WITH THE SPECIFICATIONS OF THE
GE DEPARTMENT.

APPROVAL

286281
RECORDED Sept. 14 2001 10:05 AM
IN BOOK 72 misc. PAGE 573
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

4-12-103, AND 34-12-108 , WYOMING STATUES, 1999, AS AMENDED, AND THE
ESOLUTION, CHAPTER III, THE FOREGOING SAND DRAW INDUSTRIAL PARK
IE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD
PLAT APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF THE STREETS
ADS. DESIGNATION OF COUNTY ROADS IS ONLY ACCOMPLISHED BY
SECTION 24-3-101, WYOMING STATUTES, 1977, AS AMENDED.__

ERS **COUNTY OF SUBLETTE**

rman

Gordan R. Johnston, Commissioner

ner

COUNTY CLERK

Mary L. Lankford, County Clerk
(Attest)

SUBLETTE COUNTY

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PROJECT TITLE:
FINAL PLAT
SAND DRAW INDUSTRIAL PARK SUBDIVISION
SW 1/4 SECTION 32, T31N, R107W
SUBLETTE COUNTY, WYOMING

8/10/01	DRAWING TITLE: FINAL PLAT
SRB	
	DRAWN BY: SRB
	SCALE: AS NOTED
	DATE: JUNE 01
	PROJECT NO: 5302-01E
REVIEW CHANGES	SHEET NO: 1 OF 1
1	

574

RESTRICTIONS GOVERNING SAND DRAW INDUSTRIAL PARK

WHEREAS the undersigned, The Eric A. Fairbanks Living Trust and the Patricia K. Fairbanks Living Trust are owners of the SAND DRAW INDUSTRIAL PARK, as the same appears of record in the Office of the County clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; and

WHEREAS, the undersigned wish to place certain restrictions upon the lots of said SAND DRAW INDUSTRIAL PARK for the benefit and protection of the undersigned and those persons or other entities purchasing said lots; and

WHEREAS, the undersigned desire that this instrument shall define the restrictions upon said lots and shall be later incorporated by reference in the deeds to persons or other entities purchasing said lots with said restrictions thereby intended to apply to each lot and to run with the land through subsequent transactions;

WHEREAS, those developing the SAND DRAW INDUSTIAL PARK endeavor to maintain the western flavor and natural beauty of the surrounding area, while understanding an industrial area will by its very nature appear industrious. Cooperation, courtesy, and concern for the overall appearance of SAND DRAW INDUSTRIAL PARK will ensure community goodwill and enhance property value. These restrictions have been developed to help establish a "spirit" of the SAND DRAW INDUSTRIAL PARK. We hope to encourage an attractive, functional subdivision that enhances the surrounding area rather than detracts from it.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all lots in the SAND DRAW INDUSTRIAL PARK are subject to the following listed restrictions, to-wit:

1. Said lands shall be used for Highway Commercial, Commercial, Light Industrial, and Heavy Industrial purposes. The definition of Highway Commercial, Commercial, Light Industrial and Heavy Industrial will be defined by the County of Sublette Zoning Resolution..
2. The exteriors of all buildings must be completed within twelve months after commencement of construction. An extension could be available upon petition to the governing committee. The exterior of buildings shall be of a non-reflective, uniform color with natural earth-tones being encouraged.
3. It shall be the duty of lot owners to keep their lots neat and orderly and free from odor producing refuse and the governing committee shall have the power to declare a nuisance if lots are not so kept. If the lot owner does not remove such nuisance upon ten (10) days notice, then the governing committee shall have the authority to abate said nuisance at the lot owner's expense. No lot's

286282

RECORDED Sept 14 2001 10:05 AM
IN BOOK 72 Misc PAGE 574
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

primary use shall be for the storage of wrecked or incapacitated vehicles or machinery.

4. There will be no billboards or signs painted on the side or roof of a building. No signs will be allowed that advertise a business other than those located within the SAND DRAW INDUSTRIAL PARK. All signs must meet county, state and federal regulations. Security fencing is expected and encouraged. Fences shall not be constructed of scrap materials.
5. Before construction of any structure upon any lot in SAND DRAW INDUSTRIAL PARK, a building permit must be obtained from the governing committee. The permit signed by the governing committee, in turn becomes a recommended action for approval from the governing committee to the Sublette County Planning and Zoning Board. Such governing committee shall consist of Eric Fairbanks, Patricia Fairbanks, and John Overgaag until actually replaced by a member or individual selected by owners of the majority of the lots. In said SAND DRAW INDUSTRIAL PARK, every lot being entitled to one vote.
6. Building permits shall be issued by the governing committee only after one (1) complete set of the plans and specifications for said construction, remodeling, addition to, or alteration of any building or other structure whatsoever on any lot, shall have been transmitted to and approved by the governing committee. Such plans shall include plot plans showing the location on the lot or property of such structure proposed to be constructed, places altered or maintained, indicating materials for same and elevation of same. The plot plan must indicate where an approach to the main subdivision road will be made and if a culvert will be used. The copy of the plans shall be retained by the governing committee: in the event no action is taken to approve or disapprove such plans and specifications within a thirty day period, the provisions requiring approval of said plans shall be deemed to have been waived by the governing committee.
7. All commercial lots must be landscaped in accordance with the Zoning and Development Regulations Resolutions. Prior to the issuance of a zoning and development permit for commercial development, a landscaping plan shall be submitted and approved by the Sublette County Planning and Zoning Office. Landscaping shall survive two (2) years from planting or be replaced. All commercial development shall have a minimum of one (1) plan unit as defined in the Zoning and Development Regulations Resolutions.
8. Water supply is the responsibility of the individual property owner and shall installed at his expense. Said supply shall conform to standards set by the Wyoming State Department of Public Health.
9. No sewage disposal system, sanitary system, cesspool, or septic tank will be constructed, altered or allowed to remain or be used in any tract until it has been approved as to design, capacity, location and construction by all public health agencies of the State of Wyoming and the County of Sublette. Each sewage system is the responsibility of the individual property owner and shall be installed at his expense.

10. The governing committee shall not be responsible in any way whatsoever for any defects in any plans or specifications submitted nor as advised by said governing committee or for any work done to the requested changes of said plans and specifications.
11. Big game animals licensed by the Wyoming Game and Fish will not be hunted or shot in the SAND DRAW INDUSTRIAL PARK. Fencing will conform to the spirit of the covenants. Owners of stock will maintain adequate fencing to control the movement of their animals.
12. If a landowner has a grievance regarding an infraction of these covenants, with another landowner that cannot be reconciled, the landowner may ask the governing committee to mediate the dispute and give an opinion on behalf of the entire subdivision.
13. The covenants and governing committee of SAND DRAW INDUSTRIAL PARK shall be changed, modified, or voided by a two-thirds (2./3) vote by owners of the lots. All zoning and other laws, rules and regulations of any government under whose jurisdiction said land lies are considered to be a part thereof.
14. All requirements of the Sublette county Zoning and Development Resolution are to be complied with. This includes obtaining a zoning and Development permit for building construction, and a wastewater system Permit for septic systems. In addition, a well permit m must be obtained from the State Engineer's Office prior to the drilling of a well. Contact shall be made with the county Planning and Zoning Office and County Sanitarian prior To construction to obtain the necessary permits.
15. These restrictions shall be severable and if any be held unenforceable by a Court of Law, it shall not affect the enforcement or validity of the remaining restrictions.

WITNESS our hands and seals this 30 day of July 2001.

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by
Eric A. Fairbanks, Patricia L Fairbanks

This 30th day of July, 2001.

Witness my hand and official seal.

Notary Public

SHARI PAPE – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8-1-04

State Engineer's Office

HERSCHLER BUILDING, 4-E CHEYENNE, WYOMING 82002
(307) 777-7354 FAX (307) 777-5451
seoleg@state.wy.us

JIM GERINGER
GOVERNOR

PATRICK T. TYRRELL
STATE ENGINEER

MEMORANDUM

TO: John Passehl, DEQ/WQD

FROM: Richard G. Stockdale, SEO

DATE: March 16, 2001

SUBJECT: DEQ Subdivision Application #01-S-005, Sand Springs Draw Subdivision, SEO #2001-14-07

Based upon a review of the information submitted to this agency, it appears that the subdivider has provided appropriate documentation, adequate evaluation and the necessary certifications in addressing his obligations associated with the physical adequacy of the proposed subdivision water supply.

Water right concerns will be addressed in a follow-up letter. Thank you for the opportunity to review and comment. If we may be of further assistance please let us know. Contact me should you have additional questions.

me:RGS

Surface Water Ground Water Board of Control:

578

State Engineer's Office

HERSCHLER BUILDING, 4-E CHEYENNE, WYOMING 82002
(307) 777-7354 FAX (307) 777-5451
seoleg@state.wy.us

JIM GERINGER
GOVERNOR

PATRICK T. TYRRELL
STATE ENGINEER

April 6, 2001

Bob Johnson
JFC Engineering
1515 Ninth Street, Suite A
Rock Springs, WY 82901

Re: Sand Springs Draw Subdivision (2001-14-07)
Sublette County (23)
Division 4, District 7

Dear Sir:

A search of the State Engineer's records in the area of the referenced subdivision revealed no subject water rights. Therefore this office will require no further action on the part of you or your client in addressing existing water rights as outlined under Wyoming Statute 18-5-306 (a) (xi). We do however request a copy of the final county approved plat in order to assist new owners in properly filing new water right applications.

Potential lot purchasers are advised to hire a reputable well drilling contractor and construct their well within guidelines described in the State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to drilling of a water well.

Be advised this letter does not remove any other requirements as related to subdivisions (e.g., adequacy reviews of sewage treatment works or water supply and distribution systems by the Department of Environmental Quality, County Issues.).

If I may be of further assistance please let me know.

Best Regards,

Mike Ebsen

Mike Ebsen
Cooperative Programs Coordinator

cc: file/GW/DEQ

Jade Henderson
Box 277
Cokeville, WY 83114

Loren Smith
Box 7
Big Piney, WY 83113

John Dahlke
Box 689
Pinedale, WY 82941

Joanne Garnett
Sublette County Planner
Box 506
Pinedale, Wyoming

MRE:me

Fax Note 7671	Date 4-9-01	pages 1
To Eric Fabbanks	From Bob Johnson	
Co./Dept.	Co. JFC	
Phone #	Phone #	

Surface Water
(307) 777-6475

Ground Water
(307) 777-6163

Board of Comm.
(307) 777-6178

The State
of Wyoming

Department of Environmental Quality

Jim Geringer, Governor

Herschler Building • 122 West 25th Street • Cheyenne, Wyoming 82002

ADMIN/OUTREACH	ABANDONED MINES	AIR QUALITY	INDUSTRIAL SITING	LAND QUALITY	SOLID & HAZ. WASTE	WATER QUALITY
(307) 777-7758	(307) 777-6145	(307) 777-7391	(307) 777-7369	(307) 777-7756	(307) 777-7752	(307) 777-7781
FAX 777-3610	FAX 777-6462	FAX 777-5616	FAX 777-6937	FAX 777-5864	FAX 777-5973	FAX 777-5973

April 5, 2001

Chairman
Sublette County Commissioners
P.O. Box 250
Pinedale, WY 82941

RE: Sand Springs Draw Subdivision (Heavy Industrial); WDEQ Application #01-S-005

Dear Mr. Chairman:

The Wyoming Department of Environmental Quality (WDEQ) has completed the review of the above referenced subdivision application pursuant to W.S. 18-5-306. This letter constitutes our conclusions regarding the feasibility of the proposed water and sewage systems pursuant to the requirements of W.S. 18-5-306 (c).

Findings as to the safety and adequacy of the proposed sewage system:

The proposed sewage disposal system is to use on-site septic tanks with leach fields on this 36 lot 160 acre heavy industrial subdivision. Sand Springs Draw bisects the subdivision which could seasonally affect the water table on some lots. Soil percolation test results on some lots were either classified as excessively permeable (< 1 minute per inch), or nearly impermeable (> 60 minutes per inch), both of which do not meet permitting criteria specified in Wyoming Water Quality Rules and Regulations Chapter 11, Part D, Section 36 (d) and Section 38 (b). However, according to the applicant's geologist it appears that given the lot sizes and highly variable sandy soils beneath the subdivision, adequate sites for siting leach fields should be found with further lot specific subsurface investigations. In order to maintain the required 4 feet separation distance between the bottom of the trench/bed and the seasonal high water table, septic systems on lots bisected by Sand Springs Draw should be sited on topographically higher areas of the lots, or incorporate mound systems where appropriate.

Since Sublette county has been delegated by the department to issue small wastewater system permits it is the county's responsibility to ensure, prior to issuing the permits, that all permit requirements and design standards will be met. In particular, this means ensuring that the soil percolation tests are completed with acceptable results and that adequate separation distances can be maintained between the leach fields and the seasonal high water table.

As per Wyoming Water Quality Rules and Regulations Chapter 11, Part D, Section 35 (a) septic tanks and leach fields must maintain a minimum setback distance of 50 feet from the edge of all seasonal and intermittent streams and surface water bodies. Leach field drain lines should be installed perpendicular to the direction of ground water flow to enhance leachate dilution. In the area of the subdivision, regional ground water flow can be generally described as westerly.

Unless a separate Underground Injection Control (UIC) permit is obtained from the Wyoming Department of Environmental Quality, the proposed leach fields for this subdivision can only accept domestic wastes; no sumps or sinks included in shop areas can discharge to the domestic waste system nor can any wastes, chemicals, or petroleum products be disposed into the domestic waste systems. If any other wastes originating in other locations than from a rest room, food preparation, or human showers will go into any leach field, an Underground Injection Control (UIC) permit is required under Chapter 16 of Water Quality Rules and Regulations. Chapter 16 prohibits these injections which are mixed with domestic wastes or are proposed to be injected without mixing.

The WDEQ currently bans the use of new motor vehicle waste disposal wells or septic systems that would receive fluids from vehicular repair or maintenance activities, such as an auto body repair shop, automotive repair shop, new and used car dealership, specialty repair shop (e.g. transmission and muffler repair shop), or any facility that does any vehicular repair work

The WDEQ has reviewed the information submitted and is satisfied that the use of on-site sewage systems is feasible provided that the following, or similar, language is added to the plat or all offers, solicitations, advertisements, contracts, and agreements relating to the subdivision, advising potential buyers of the following:

1. The use and/or siting of conventional septic systems may not be allowable on some lots and/or the ability to site a conventional septic system in certain locations on individual lots may not be allowable due to site conditions. In addition to the required percolation tests, test pits or borings must be used to confirm that the required minimum vertical separation distance exists between proposed leach fields and the seasonal high water table. Where conditions prevent the use of conventional septic systems, the use of alternative on-site sewage systems must comply with existing county and state requirements and be designed by a Wyoming licensed professional engineer.

2. Unless a separate Underground Injection Control (UIC) permit is obtained from the Wyoming Department of Environmental Quality, only wastewater from toilets, sinks, showers, and food preparation areas can be discharged to the septic tank/leach field. Any work area drains or sumps shall not be connected to the septic tank/leach field.

3. Signs shall be installed in the buildings which dictate the types of wastes that can be discharged to each respective wastewater system.

4. Any area where toxic or hazardous chemicals, wastes or petroleum products are stored or

used on the lot or in the buildings shall have material compatible liquid tight containment to hold the volume of any spill. Should a spill of these wastes, chemicals, or petroleum product occur, they shall not be disposed into the domestic waste system or other wastes holding system. They shall be containerized and disposed into an approved disposal site. Spills of oil and/or a hazardous substance must be addressed according to Chapter IV, Water Quality Rules and Regulations.

Findings as to the safety and adequacy of the proposed water system:

The proposed water system is defined as private on-site wells with each lot having a water supply well for domestic use; the source of water is from the confined Tertiary age Wasatch/Green River formation. As to the quality of water for domestic use for the proposed subdivision, the applicant has provided water quality information from a test well. Provided that wells within the proposed subdivision are completed as directed by the State Engineer's Office (SEO) water quality appears to be suitable for domestic purposes.

The WDEQ and SEO have reviewed the information submitted and are satisfied that the use of on-site wells is feasible provided that the following, or similar, language is added to the plat or all offers, solicitations, advertisements, contracts, and agreements relating to the subdivision, advising potential buyers of the following:

1. Potential buyers/lot owners are advised to hire a reputable well drilling contractor and construct/complete their well within guidelines described in State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to drilling of a water well.

2. As recommended by the developer's consultant, domestic wells drilled in this subdivision shall be completed to produce from the confined Wasatch/Green River formation with a minimum total depth of 200 feet.

The SEO has reviewed the information submitted and feels that the required certifications and adequate documentation, relevant to the adequacy of the proposed subdivision water supply, have been provided. However, water rights appurtenant to the lands proposed to be subdivided have not, as yet, been reviewed by the SEO but will be forthcoming in a separate letter. The SEO has no further recommendations at this time.

Conclusion(s):

The department has no "adverse" recommendations on this proposed subdivision provided that the county and applicant resolve the above mentioned issues under W.S. 18-5-308(c).

Disclaimer

Nothing in WDEQ's recommendations or comments regarding the subdivider's proposal shall be construed to relieve the subdivider of their obligation to obtain any permits or additional approval from any local, state, or federal agencies/entities as required by law, rules and regulations, or ordinance. Nothing in these recommendations commits the WDEQ or the delegated county to the issuance of required permits for construction, operation, or modification of water supply and/or wastewater systems. It is the duty of the subdivider/developer to comply with all applicable federal, state, and local requirements. The State Engineer's Office must be contacted to ensure all water right issues have been addressed.

Please do not hesitate to contact me at (307) 777-5985 if you have any questions on the recommendations or need any assistance on how to proceed with this application.

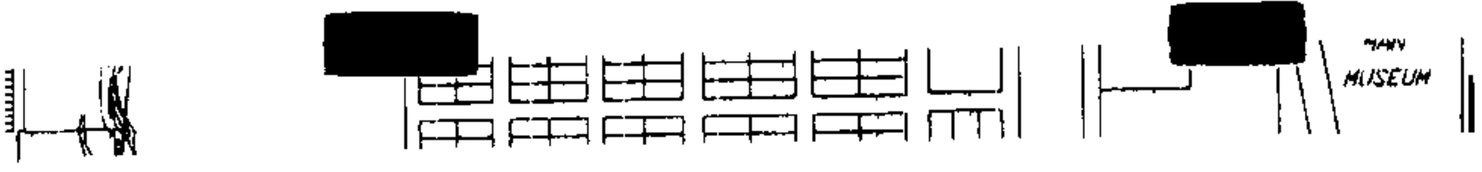
Sincerely,

Kevin Frederick, P.G.
Program Supervisor
Groundwater Pollution Control Program
Water Quality Division

KDF/bb/10765.ltr

Attachments: State Engineer's Office Memorandum (03/16/01)

c: Robert E. Johnson, P.E, L.S., JFC Engineers, Architects, Surveyors, 1515 Ninth Street, Suite A, Rock Springs, WY 82901
Joanne Garnett, P.O. Box 250, Pinedale, WY 82941
Bob Lucht, WDEQ
John Passehl, WDEQ
Doyle Conklin, WDEQ/WW
Richard Stockdale, SEO
WDEQ Subdivision File



VICINITY MAP

1" = 1000'

CERTIFICATE OF APPROVAL

PURSUANT TO SECTIONS 34-12-102 AND 34-12-103, WYOMING STATUTES, 1997, AS AMENDED, AND THE SUBLETTE COUNTY SUBDIVISION RESOLUTION, THE BROKEN HILLS SUBDIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 14 Th DAY OF September, 2001. 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 C. Lankford
MARY C. LANKFORD, COUNTY CLERK

SUBLETTE COUNTY

286283

RECORDED Sept 14 2001 1015A M
IN BOOK 72 MISC PAGE 583
FEES $ 50.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

BROKEN HILLS SUBDIVISION

SUBDIVISION OF TRACT 5, GLACIER RIDGE LARGE TRACT DEVELOPMENT

LOCATED IN THE
S/2 SW/4 OF SEC. 27 AND
THE N/2 NW/4 OF SEC. 34,
T.34N., R.109W., 6TH P.M.
SUBLETTE COUNTY, WYOMING

JO 2518 REV. 08-10-01

BROKEN HILLS SUBDIVISION
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That the C. R. #2 Family Limited Partnership is owner of the Broken Hills Subdivision located in Sublette County, in the State of Wyoming. The legal descriptions and plats thereof are on file and duly recorded at the Sublette County Court House, Pinedale, Wyoming.

I. DECLARATION

The C. R. #2 Family Limited Partnership hereby declares that all property of the Broken Hills Subdivision shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the protective covenants, conditions, restrictions and easements hereafter set forth. These covenants shall run with the property and bind all parties having any legal or equitable interest in the property; and shall inure to the benefit of every owner of any part of the property.

II. DEFINITIONS

The following terms and phrases used in these Covenants shall be defined as follows:

A. Association. Association shall mean the Carmichael Hills Subdivision Homeowners Association, Inc., its successors or assigns.

B. Property. Property shall mean the real property described in the official Plats of the Broken Hills Subdivision, as recorded in the office of the County Clerk of Sublette County, Wyoming.

C. Lot. Lot shall mean a tract of land as defined on the Plats of the Broken Hills Subdivision, as recorded in the office of the County Clerk of Sublette County, Wyoming.

D. Member. Member shall mean any person or other legal entity who belongs to the Association.

E. Owner. Owner shall mean the record owner or contract purchaser of a lot, and does not include those having an interest in any lot as security for the performance of an obligation.

F. Class A Owner. Class A Owner shall mean an owner who is a Class A member of the Association, as set forth in section III.B.1. of this Declaration.

286284
RECORDED Sept 14 2001 10:15 AM
IN BOOK 72 MISC PAGE 584
FEES $ 24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoover

G. Developer. Developer shall mean C. R. #2 Family Limited Partnership or its successors or assigns to whom C. R. #2 Family Limited Partnership transfers or conveys its entire remaining ownership of undeveloped lots in the property.

H. Local Agent. Local Agent is Patrick McGuire. Patrick McGuire is authorized by C. R. #2 Family Limited Partnership to act in its behalf in carrying out local operations in developing the Broken Hills Subdivision.

I. Board. Board shall mean the Board of Directors of the Broken Hill Subdivision Homeowners Association, Inc.

J. Committee. Committee shall mean the Architectural Design Review Committee.

K. Declarant. Declarant shall mean the C. R. #2 Family Limited Partnership.

L. Common Property. Common Property shall mean property owned by the Association.

M. Building Envelope. Building Envelope shall mean the area on each building lot on which buildings may be constructed.

N. Front Portion. Front Portion shall mean all of the area between the front of a house and the adjoining road.

O. Subdivision. Unless the context requires otherwise the term "Subdivision" shall refer to the Broken Hills Subdivision.

III. CARMICHAEL HILLS SUBDIVISION HOMEOWNERS ASSOCIATION, INC. Membership and Voting Rights provisions with respect to the Association shall be as set forth in the Modified, Compiled and Restated Protective Covenants, Conditions and Restrictions of Carmichael Hills Subdivision and the First Modification thereto.

A. Covenants for Assessments.

1. The assessments levied by the Association shall be used exclusively for the following purposes: maintenance and improvement of access roads; operation, maintenance and improvement of the water system or any other utilities owned by the Association; maintenance and improvement of the open space or other Common

Ground; promotion and preservation of the legal rights of the Association and its members; and other purposes which promote or preserve the health, safety and welfare of the Association and its members. The Association shall conform to the non-profit limitations set forth in the Association's Articles of Incorporation and By-Laws in the expenditure of any funds received by the Association.

2. The Board of Directors of the Association shall, after consideration of the current maintenance costs of roads, utilities, and Common Grounds, fix the annual maintenance assessments for each lot at an amount sufficient to finance the succeeding year's maintenance obligations.

3. In addition to the annual maintenance assessments, the Board of Directors of the Association shall be authorized and empowered to determine and impose other annual or special assessments as need be to finance the cost of unanticipated repairs and expenses with respect to roads, utilities, and Common Grounds, to construct improvements approved by the membership of the Association, or to defray other expenses consistent with the purposes authorized by these covenants.

4. Both annual and special assessments shall be fixed at a uniform rate for all lots subject to assessment.

5. The following property subject to this declaration shall be exempt from annual or special assessments.

a) All Common Ground.

b) Any portion of the property which is dedicated to an accepted non-profit organization or a local public authority.

B. Architectural Review Committee. The Committee is composed of five (5) members. Any act by the majority of the acting Committee shall constitute the act of the entire Committee, unless various provisions herein require unanimous approval, then in that event all members must agree.

1. Committee members will be appointed by the Declarant until such time as there shall be ten (10) members of the Association. Thereafter Committee members shall be appointed by the Board. Committee members shall have no stated term of office, but shall serve until their successors have been duly appointed.

2. The Committee shall have the following duties and authority:

Approve plans and specifications, including plot plans, as being in conformity with the terms and conditions hereof and to issue building permits therefor; to grant variances of and make substitutions for building codes as provided herein and authorize variances of the terms thereof where necessary and not injurious to the rest of the improvement or other owners; authorize removal of trees; and to enforce the terms hereof by appropriate legal action. A building permit granted by the Committee shall be conclusive evidence of the compliance with the terms hereof for the construction, improvement, alteration and use by the permit.

3. The Committee shall initially be composed of five (5) members: Patrick McGuire, Nancy McGuire, Melvin Bagley and Barbara Bagley, P.O. Box 203, Pinedale, Wyoming, and one other person to be hereafter designated by the Declarant.

C. Land Use and Building Type. Only new construction or alteration of existing construction shall be permitted. The property shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the property other than one detached single family dwelling, a private garage, and one additional out building not to exceed thirty percent (30%) of the size of the main residence. All construction shall be western in character, design and architecture, and shall be compatible with existing structures within the subdivision. No modular or manufactured housing is permitted.

1. All buildings will be placed only within the building envelopes shown on said plat with approval by the Committee of the plot plan.

2. Roof pitches greater than 6/12 must have the approval of the Committee. No galvanized metal roofs will be allowed.

3. Satellite dish location and proper screening must have the approval of the Committee.

4. All homes must have a minimum of one thousand eight hundred (1,800) square feet of living space, excluding garages, porches and basement.

D. Nuisances. No noxious or offensive activity shall be carried on upon any property, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their property. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices shall be placed or used upon any property, except

for those devices designed and installed to protect the security of the properties and improvements located thereon.

E. Prohibited Activities. No business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for profit, shall be operated, maintained or conducted on any property in the Broken Hills Subdivision, or in any improvement erected or placed therein, nor shall any dwelling therein or any part thereof, be used as a boarding or rooming house; provided, however, that the main dwelling on any lot within the Broken Hills Subdivision may be leased by the owner for use as a single family dwelling.

F. Prohibited Structures. No trailer home, mobile home, camper, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the area as a place of residence or habitation, either temporarily or permanently, except as the same may be customarily employed by contractors for and during the construction of improvements hereon. No house trailer, camper trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any property in the area. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time, or constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

G. Signs and Lights. Except with the written consent of the Committee as to dimensions or purpose, no signs or exterior lights of any character shall be placed or maintained on any lot except:

1. A sign identifying the owner or occupant thereof, the dimensions of which shall not exceed three (3) feet and which shall not be illuminated unless the same is affixed to the exterior of the main dwelling.

2. Any light used to illuminate parking areas, grounds, or used for any other purpose shall be so arranged as to reflect the light away from any adjacent or nearby properties and away from the vision of passing motorists.

3. Christmas lights and ornaments will be permitted during the holiday season.

H. Excavation and Mining Prohibited. No excavation for stone, sand, gravel, or earth shall be made upon any property except for such excavation as may be reasonably necessary for the construction, reconstruction or alteration of any improvement for which the owner has obtained approved plans.

I. Livestock. No horses, chickens, pigs, or farm animals of any kind will be permitted. There is a limit of two (2) dogs and four (4) cats per lot.

J. Vehicular Restrictions. No vehicles, trailer, mobile home or trailer home (as defined in paragraph H above), or any other means of conveyance, wheeled or otherwise and of whatsoever kind or nature, including but not limited to water craft, whether for the carriage or transport of persons, animals or materials, and whether motor-powered or otherwise, shall be parked on the roads in the area at any time. No vehicle of a size larger than a now standard American manufacture motor car or pick-up truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire, and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and other farm implements shall be parked or maintained on any part of the Front Portions, driveways or other ways of access in the area of any property or properties for a continuous period of more than forty-eight (48) hours, unless such vehicle or equipment is placed in a garage.

Motorcycles, snowmachines and all-terrain vehicles are not to be permitted at anytime, except as legitimate transportation confined to the roadways of the Broken Hills Subdivision.

K. Utility Services. All electric power and telephone service lines and all other utility services, shall be underground or located inside the boundaries of each building, unless a minor variation is approved by the Board. Fuel storage tanks must be buried, and butane, propane and other liquefied petroleum gas shall not be used for fuel unless the storage facilities therefor are adequately screened or otherwise concealed to the satisfaction of the Board.

L. Waste Disposal, Trash Disposition. All exterior garbage containers shall be screened from view of adjoining property owners and road. The use of exterior garbage containers shall be restricted to the disposition of inorganic and compacted household waste and garbage; no trash, brush piles, rubbish, junk, inoperative vehicles, including trailers as defined in the contexts of these covenants, and no other unsightly items of property or waste shall be collected, placed or permitted to remain on or in back of any property. The owner or occupant of any property in the area shall do all other things necessary or desirable to keep the same neat and in good order and, in the event that any

such owner of occupant shall so permit to remain upon any property any such rubbish, debris, or trash, then and in each instance, the Board, or such person or persons as the Board may from time to time designate, may and shall enter upon the property and shall remove the same therefrom or otherwise cause compliance herewith and such owner or occupant shall forthwith upon such entry, be liable to the Board 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 Board shall be conclusive as to whether or not this covenant has been violated; provided, however, that notice of any violation thereof shall have been given the owner and/or occupant in writing not less than five (5) days prior to any such entry.

M. Hunting and Firearms. There will be no discharging of firearms or hunting of any nature within the boundaries of the Subdivision.

N. Utility Easements. Easements for the installation and maintenance of utilities are reserved and are shown on said plat, and no structure shall be placed or permitted to remain within the limits of the easement which may endanger or interfere with the installation and maintenance of utilities. The landscaping of the easement area, however, shall be maintained by the owner of the property.

O. Wildlife Consideration. Lot owners in the Broken Hills Subdivision are hereby advised that the Subdivision is located within an area that has historically been used by several wildlife species for grazing and migration. In anticipation of a possible conflict with wildlife management and this subdivision's completion, the following restrictions have been agreed to by the developer of Broken Hills Subdivision and shall apply to all lots within the Subdivision.

1. All lot owners agree to hold the Wyoming Game and Fish Department harmless from any damages to fences, trees, shrubbery, or plantings.

2. All lot owners agree that there will be no artificial feeding of ungulate wildlife species within the boundaries of the Broken Hills Subdivision.

3. It is recognized that free-roaming dogs could be a detriment to wildlife. Any dogs living in the Broken Hills Subdivision must at all times be under the control of their owner and/or remain upon their respective lots. Lot owners are forewarned that any free-roaming dogs will and legally can be destroyed by the Wyoming Game and Fish Department if they in any way endanger wildlife management in the area. Any owner who violates this covenant will be notified in writing by the Committee, which shall have the right to require the immediate

removal of the dog from the subdivision and the owner shall be fined $100.00 and be responsible for any damages caused by his or her dog.

4. In order to avoid interference with wildlife migration in and through the subdivision, no fences may be erected around the perimeter of any lot within the subdivision. The building envelope area may be fenced.

P. Trees and other Landscaping Features. Trees and other landscaping features may be planted within the building envelope. Any trees that grow higher than the highest part of the house or outside the building envelope must have approval from the Committee.

Q. Common Roads. The common roads on the property shall be private roads at all times, and each lot owner shall be responsible for an equal portion of the cost of maintenance of said roads, not including snow removal. Owners who are full time, year round residents shall be solely responsible for snow removal. Declarant reserves the right to dedicate all or any portion of the common roads to an appropriate governmental entity to create a public roadway.

R. Use of Water from Highland Canal. No water rights are reserved to owners concerning waters of the Highland Canal.

S. Construction Approval and Completion. Prior to commencing construction, all plans and specifications shall be submitted to and approved by the Architectural Review Committee. All exterior components of any structure must be completed within eighteen months of the date construction was commenced.

T. Limited Liability. Neither the Declarant, the Board, the Committee, any member of the Board, any Committee Representative, nor any officer, shareholder, agent or employee of Declarant, the Board or the Committee shall be liable to any owner or other person for any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith. The Board shall release, hold harmless, defend and indemnify every present and former officer and director of the Board and every present and former Committee Representative against all liabilities incurred as a result of holding such office, to the full extent permitted by law.

U. Perimeter Fence Maintenance. Each owner shall be responsible for maintenance and repair of any and all portions of the perimeter fencing which is adjacent to said owner's property.

IV. MISCELLANEOUS

A. Mandatory Observance. The sale of lots within the Broken Hills Subdivision shall be subject to this Declaration, and each deed issued to convey title to a lot or lots within the Subdivision shall explicitly set forth that title to and use of such lot is subject to the covenants, conditions and restrictions set forth herein. By purchasing a lot or lots within the Broken Hills Subdivision, each lot owner thereby agrees: (1) that each of these covenants, conditions and restrictions shall be mandatory upon all lot owners; (2) that observance of these covenants, conditions and restrictions may be enforced upon any and all lot owners in the manner set forth herein; and (3) that a lien shall be imposed upon each lot to secure satisfaction of assessments, fines, costs and fees as set forth herein.

B. Enforcement. To insure the observance of these restrictions, the Declarant, the Board, or any owner of any lot in the Broken Hills Subdivision shall have the right to prevent the breach thereof by an injunction, a proceeding in abatement, a declaratory judgment or other legal remedy, and to recover his court costs and reasonable attorney's fees. No delay on the part of the Declarant or any other person in the exercising of any right, power, or remedy contained herein shall be construed as a waiver thereof or acquiescence therein.

C. Consensual Lien. In the event that the Board levies any assessment or fine permitted by this Declaration, or incurs any costs or fees in any action to enforce the covenants, conditions and restrictions set forth herein, the value of such assessment, fine, costs or fees incurred shall be a lien against the property until satisfied in full. In the event that such lien is not satisfied within ninety days, or such other period as may be imposed or required by law, such lien may be foreclosed and satisfied by appropriate judicial process.

D. Modification. These restrictions may be modified or amended by a majority of members of the Broken Hills Subdivision Homeowner's Association.

E. Severable. These restrictions shall be severable and if any be held unenforceable by any court of competent jurisdiction, all remaining restrictions and covenants herein set forth shall remain in full force and effect.

F. Assignment of Declarant's Interest. Any and all of the right, title, interest and estate given to or reserved by the Declarant herein or on the Plats of the Broken Hills Subdivision may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Declarant and recorded in the office of the County Clerk and Ex-officio Register of Deeds, Sublette County, Wyoming, and wherever the Declarant is hereby referred to, such reference shall be deemed to include its successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this 14TH day of ~~August~~ SEPTEMBER, 2001.

C. R. #2 Family Limited Partnership:

by: _____

Patrick McGuire
Attorney in Fact

State of Wyoming }
: ss
County of Sublette }

Before me this 14th day of ~~August~~ September, 2001, appeared Patrick McGuire, who stated upon his oath that he is the Attorney in Fact of the C. R. #2 Family Limited Partnership, that he did sign the foregoing document on behalf of C. R. #2 Family Limited Partnership pursuant to a resolution of the partners of the C. R. #2 Family Limited Partnership, and that his signature was the act of C. R. #2 Family Limited Partnership.

_____
Notary Public

My commission expires 2/23/2005.

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2005

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

IN THE DISTRICT COURT

THIRD JUDICIAL DISTRICT

BILLIE JEAN LEWIS,

Plaintiff,

-vs-

PAT D. LEWIS,

Defendant.

DECREE OF DIVORCE

FILED
SEP 11 1961
Hazel O. Bl...
Clerk of Court
Sublette County, Wyoming

This matter having come on regularly to be heard this 11th day of September, 1961, and Billie Jean Lewis, the plaintiff, appearing in person and by her attorney, Robert W. Sievers, and the defendant not appearing either in person or by an attorney, and the defendant having filed herein his Answer and Waiver of notice of time and place of hearing and his consent to the hearing of this action at any time and place convenient to the Court without notice to the defendant and the plaintiff having produced evidence herein and the Court being fully advised in the premises the Court finds as follows:

1. Plaintiff has resided in the State of Wyoming for sixty days immediately preceding the time of filing this Complaint. Plaintiff is a resident of the County of Sublette, State of Wyoming.

2. Plaintiff and defendant were married to each other om September 12, 1955, at Ogden, Utah.

3. One child was born as the issue of said marriage, Debbie Jean, age 3 and the plaintiff's three children by a former marriage, Vicky Lynn Lewis, age 15, Patty Rae Lewis, age 9, and Penny Kae Lewis, age 7, were adopted by the defendant November 19, 1958, and the plaintiff is a fit and proper person to be awarded the complete custody of said four children allowing, however, to the defendant a reasonable right of visitation.

4. Defendant has offered such indignities to plaintiff as to render plaintiff's condition intolerable.

5. The parties have acquired the following described real property as the fruits of said marriage:

286377

RECORDED Sept. 24 2021 10:40 AM
IN BOOK 72 Misc. PAGE 594
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, RECORDED, WYOMING

Lots One (1), Two (2), Three (3) and Four (4), Block Thirty -Four (34), Town of Marbleton as the same appears of record on the official plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

In addition to the above described real property the parties have acquired miscellaneous household furniture, and one 1961 Dodge Dart, balance due on purchase price approximately $2400.00, as the fruits of said marriage;

The plaintiff should be granted the real property together with the furniture and the 1961 Dodge Dart automobile subject to the unpaid balance of approximately $2400.00, as her sole and separate property; that the plaintiff does not desire support money for the children or alimony.

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff be and she is hereby granted an absolute divorce from the defendant and the bonds of matrimony heretofore existing between the plaintiff and defendant be and the same are hereby dissolved.

2. That the plaintiff be and she is hereby awarded the sole custody of the children, Vicky Lynn Lewis, Patty Rae Lewis, Penny Kae Lewis and Debbie Jean Lewis, allowing, however, to the defendant a reasonable right of visitation.

3. That the plaintiff be awarded as her sole and separate property the following described real property:

Lots One (1), Two (2), Three (3) and Four (4), Block Thirty-Four (34), Town of Marbleton as the same appears of record on the official plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

4. That the plaintiff be awarded the household furniture and the 1961 Dodge Dart automobile, subject to the unpaid balance of approximately $2400.00, as her sole and separate property.

5. That the defendant be and is hereby ordered to execute such instruments conveying title as are necessary to put the above judicial division of the property into effect.

Done in open Court this 11th day of September, 1961.

H. R. Christman.
Judge

Recorded: Oct 7, Page 107.

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 286420

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

RECORDED Sept. 25 2001 3:10PM
IN BOOK 72 Misc. PAGE 597
FEES $ 8.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

BARBARA A. WISE, being first duly sworn, states as follows:

1. Affiant is the surviving tenant of an estate by the entireties with respect to the decedent hereinafter referred to; therefore, affiant has an interest in the real estate which is the subject matter of this Affidavit.

2. Affiant states that Marlenn E. Wise died at Pinedale, Wyoming, on the 24th day of June, 2001; the facts of said death more fully appear from the Certificate of Death, duly certified by the State Registrar of Vital Statistics, attached hereto.

3. Said decedent and this affiant acquired as tenants of an estate by the entireties, certain real property, by warranty deed, from Marlenn E. Wise and Barbara A. Wise dated March 7, 1997, and recorded in the office of the County Clerk of Sublette County, Wyoming on March 10, 1997, in Book 37 Deeds at Page 106 of the books and records in said office, which property is more particularly described as follows:

> Lot 9 of the SE ¼ NW¼ Section 27; Township 34 North, Range 109 West of the 6th P.M. according to Dependent Resurvey and Subdivision of the Section 27; Township 34 North, Range 109 West, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Registrar of Deeds, Sublette County, Wyoming.

4. This Affidavit is filed for the purpose of establishing the fact of the death of the said Marlenn E. Wise, who was the owner with this affiant of an estate by the entireties in the above-described property and to make an official record of the termination of the interests of said decedent in and to said property, pursuant to the provision of W.S. 2-9-102.

Barbara A. Wise
Barbara A. Wise

Subscribed and sworn before me by the aforesaid BARBARA A. WISE, this 9th day of August, 2001.

Notary Public

My Commission Expires: 2/7/02

WILLIAM H. TWICHELL – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires _____

598

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

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

2001-001845

LOCAL FILE NUMBER 0130 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK **FOR INSTRUCTIONS SEE HANDBOOK**

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
MARLENN	E	WISE	MALE	6-24-01

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
507-16-0525	75					APRIL 14, 1926

7a. PLACE OF DEATH (Check only one)

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN OR LOCATION OF DEATH	7d. COUNTY OF DEATH
41 BLM SUBD. ROAD	RURAL PINEDALE	SUBLETTE

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

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	41 BLM SUBD. ROAD

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
GLENN	WARD	WISE	MARGARET	FLORENCE	EMANUELSON

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
BARBARA WISE	SPOUSE

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIPCODE
P.O. BOX 5	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
CREMATION	JUNE 26, 2001	FOX CREMATORY	ROCK SPRINGS	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] J.T. Johnston MD

22b. DATE SIGNED (Mo., Day, Yr.): JUNE 24, 2001

22c. HOUR OF DEATH: 3:30 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) ▶ [signature] CORONER

23b. DATE SIGNED (Mo., Day, Yr.): JUNE 25, 2001

23c. HOUR OF DEATH: 3:30 P. M

23d. PRONOUNCED DEAD (Mo., Day, Yr.): JUNE 24, 2001

23e. PRONOUNCED DEAD (Hour): 3:45 P. M

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

25a. REGISTRAR (Signature) ▶ [signature]

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): JUNE 26. 2001

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.	Anemia Complications	Days
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST b.	DUE TO (OR AS A CONSEQUENCE OF): Metastatic Sqhot-cell CA	11 months
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)

JUL - 2 2001

VR 2-89
1/89 15M

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

DATE ISSUED: JUL 2 2001

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

MIDWEST LAKE NOTE COMPANY — ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF WYOMING
GRANT OF EASEMENT
Easement No. 6484

(Project - 23-225)

WHEREAS the Board of Land Commissioners approved this grant of easement on June 14, 2001; THEREFORE, the State of Wyoming, acting through its Board of Land Commissioners (Grantor), for and in consideration of the payment of Twenty-seven and 70/100 dollars ($27.70) hereby grants and conveys to Sublette County Commission (Grantee), a permanent use, in the following described tract of land for public roadway purposes only, more particularly described as follows:

All that portion of the SW¼SW¼:SE¼SW¼ of Section 36, T.29N.,R.107W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 60 feet apart, being 30 feet on each side when measured at right angles as described on the attached exhibits. The described parcel of land contains 2.77 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 with Wyoming P.L.S.. No. 164 and certified in April of 2001.

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 public 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 public 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 days (30) of the transfer or change.

The State of Wyoming and the Board of Land Commissioners do not waive their sovereign immunity by entering into this agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other law.

IN TESTIMONY WHEREOF, the Board of Land Commissioners has caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be affixed on the 30th day of August, 2001.

(Seal)

Governor, President
Board of Land Commissioners

Countersigned:

Director, Secretary
Office of State Lands & Investments

286421

Attorney General's Office Approval as to Form:

Nancy E. Vehr, Assistant Attorney General

RECORDED Sept. 25 2001 4:35 PM
IN BOOK 72 Misc. PAGE 599
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Examined

600

NARRATIVE DESCRIPTION FOR

STATE OF WYOMING

FOR

SECTION 36 T29N, R107W

SUBLETTE COUNTY, WYOMING

State of Wyoming
Easement No. 6484
Exhibit A

To-wit: --

A strip of land sixty (60) feet in width being part of the SW¼SW¼ and SE¼SW¼ of Section 36, T29N, R107W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at a point within the bounds of State Highway 191, N88°-40.5'E, 584.16 feet from the southwest corner of said Section 36 found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

thence N83°-00'E, 965.47 feet atop the dam of the Erramouspe No. 1 Stock-Reservoir, Permit No. 152 Stock Reservoir;

thence Southeasterly, 396.98 feet along the arc of a circular curve to the right through a central angle of 17°-13' with a radius of 1320.79;

thence S79°-50'E, 648.42 feet to an intersection with the south line of said Section 36, S89°-51'W, the base bearing for this survey, 64.58 feet from the south one-quarter corner of said Section 36 found as described in the Corner Record filed in said Office;

the side lines of said sixty (60) foot easement to be extended or shortened to meet at angle points and to terminate at said Highway 191 and south line of said Section 36;

ENCOMPASSING an area of 2.77 acres, more or less;

all in accordance with the plat prepared titled, "Application No. _____ PLAT TO ACCOMPANY APPLICATION FOR RIGHT-OF-WAY ACROSS LANDS OF THE STATE OF WYOMING IN SECTION 36, T29N, R107W, SUBLETTE COUNTY, WYOMING" to be filed in the Office of State Lands and Investments of the State of Wyoming.

17 April 2001

Filename: Sublette County Misc. Erramouspe des

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3990
Utah Registration No. 1670
Nevada Registration No. 6805

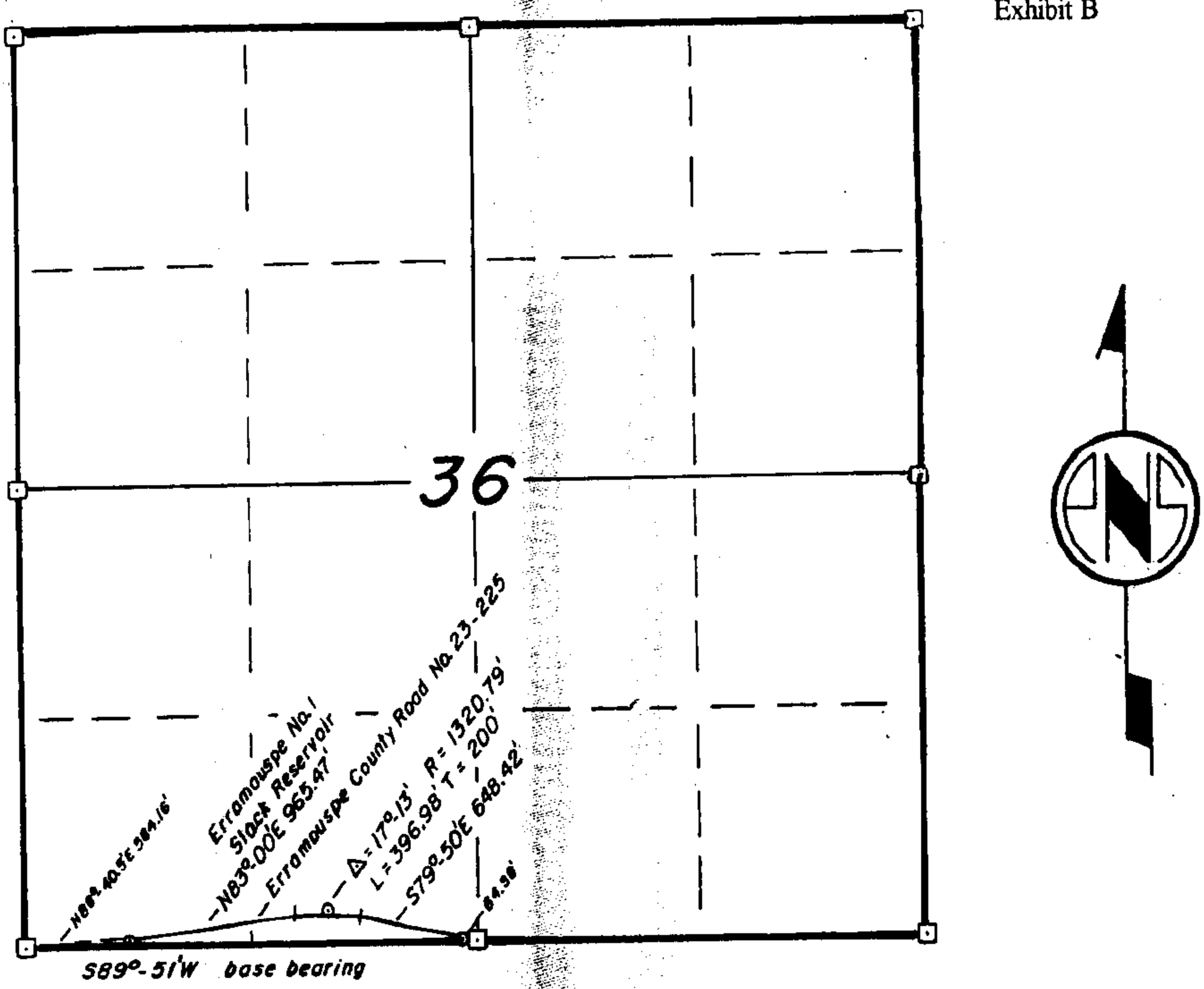
Scott A. Scherbel
Wyo. Registration No. 3889
Idaho Registration No. 8026
Utah Registration No. 372111

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. 6484
Exhibit B



CERTIFICATE OF SURVEYOR

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

Paul N. Scherbel states he is by occupation a Professional Land Surveyor designated as County Surveyor by the County of Sublette to make the survey of Erramouspe County Road No. 23-225 as described and shown on this plat; that the survey of said roadway was made by him during April, 2001; and from records of the Bureau of Land Management; and that such survey is accurately represented upon this plat.

Professional Land Surveyor – Registration No. 164

Width of right-of-way – 60 feet

		Length	Acreage
Right-of-way	SE¼SW¼	1281'	1.77
	SW¼SW¼	730'	1.00
	Total	2011'	2.77

LEGEND

□ indicates a Corner Record filed in the Office of the Clerk of Sublette County.

⊙ indicates a 3/8x12 ins. steel spike was set.

C16 56-57

Application No. _____
PLAT
TO ACCOMPANY APPLICATION FOR
RIGHT-OF-WAY ACROSS LAND OF THE
STATE OF WYOMING
IN
SECTION 36 T29N, R107W
SUBLETTE COUNTY, WYOMING
Applicant:
BOARD OF COUNTY COMMISSIONERS
COUNTY OF SUBLETTE
BOX 250
PINEDALE, WYOMING 82941

602

286439

AFFIDAVIT

RECORDED Sept 26 2001 235PM
IN BOOK 72 MISC PAGE 602
FEES $ 12.00 Mary L Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Dave Pavel being first duly sworn upon his oath, according to law, deposes and says:

1-

That he is a resident of the County of Sublette, and State of Wyoming, and is an adult person;

2-

That this affidavit is made pursuant to law and concerns the following described real tract of land, real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

A tract of land described as follows:

Beginning at the southwest corner of the west one-half of the southwest quarter of the northwest quarter (W/2SW/4NW/4), Section 15, Township 32 North, Range 108 West of the 6th P. M., Wyoming;

thence generally north along the west line of said section 673 feet to the point of beginning of this traverse;

thence generally east along a line parallel to the north line of said section 208 feet;

thence generally south along a line parallel to the west line of said section 104 feet;

thence generally west along a line parallel to the north line of said section 208 feet;

thence generally north along the west line of said section, a distance of 104 feet to the point of beginning.

3-

That by quitclaim deed dated the 19th day of September, 1985 , and filed for record in the office of the Sublette County Clerk on the 20th day of Septemer, 1985, and recorded in Book Seven of theQuitclaim Deed Records of said office at page 697, the above described real estate and premises were conveyed and quitclaimed by Edith Musgrove, a widow and single person, unto Dave Pavel and Theresa Pavel, husband and wife, grantees, of Sublette County, Wyoming, as tenants by the entirety and not as tenants in common;

4-

That the said Dave Pavel and Theresa Pavel were husband and wife at the time of said deed and the real estate and premises so conveyed and quitclaimed by said deed did vest in the said Dave Pavel and Theresa Pavel, husband and wife, as tenants by the entirety;

5-

That the aforesaid Theresa Pavel is deceased and that said Theresa Pavel died on the day of 13th day of May, 2000, in the County of Sublette and State of Wyoming;

6-

That all interest of the aforesaid Theresa Pavel in and to the above described real estate and premises did upon her death and at the time of her death terminate, by operation of law, and by operation of law the aforesaid real estate and premises did remain vested in Dave Pavel as the surviving tenant by the entirety and Dave Pavel did by operation of law at the time of death of Theresa Pavel become the sole owner of the above described real estate and premises;

7-

That attached hereto and by this reference made a part of hereof is a copy of the official death certificate of Theresa Pavel certified by the public authority wherein such original death certificate is a matter of record and said Theresa Pavel who is named in said death certificate is one and the same person as Theresa Pavel named in the aforesaid quitclaim deed as a grantee with Dave Pavel, this affiant;

That this affiant is one and the same person as Dave Pavel, grantee with Theresa Pavel in the aforementioned quitclai mdeed.

Dave Pavel

Subscribed in my presence and sworn to before me this 26 th day of September, 2001.

Notary Public

My commission
expires:

JOHN S. MACKEY – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Aug. 4, 2005

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 0016 — 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.)
THERESA		PAVEL	FEMALE	MAY 13, 2000

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.)
308-28-7823	72					FEBRUARY 15, 1928

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. JOHNS 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)
INDIANA	MARRIED	DAVE PAVEL

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	BOULDER	31 FRONT 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	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
STEPHEN		KLODZEN	EMMA		VERDON

INFORMANT

19a. INFORMANT - NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
DAVE PAVEL	HUSBAND

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
P.O. BOX 73	BOULDER	WYOMING	82923

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY - NAME	20d. LOCATION CITY OR TOWN	STATE
BURIAL	MAY 17, 2000	PINEDALE CEMETERY	PINEDALE	WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
D. F. Meyer	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) ▶ M.D.

22b. DATE SIGNED (Mo., Day, Yr.) 5/23/00 — 22c. HOUR OF DEATH 10:20 A. M

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

To be Completed by CORONER Only

23a. On the basis of examination and / or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated (Signature and Title) ▶

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 MENOLASCINO M.D. 555 E. BROADWAY SUITE 220, JACKSON, WYOMING

25a. REGISTRAR (Signature) ▶ — 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 5/25/2000

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. 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	b. DUE TO (OR AS A CONSEQUENCE OF): CHF	years
	c. DUE TO (OR AS A CONSEQUENCE OF): Hepatic failure	years
	d. DUE TO (OR AS A CONSEQUENCE OF):	

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

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

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

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

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

VR 2-89
8/97. 15M

1 5 8 0 5

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

HOWARD BANK NOTE COMPANY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

6006

NOTICE OF INTEREST AND INTENT TO ENFORCE CONTRACT TO BUY AND SELL REAL ESTATE

James S. Latta and Laurie M. Latta (hereinafter "Buyers" or "Latta") residing in Pinedale, Wyoming, as the Buyers under that certain Contract to Buy and Sell Real Estate signed by Buyers on September 17, 2001, and accepted on September 19, 2001 at 4:15 p.m. by William R. Sour and Mary Sour, as Sellers, (hereinafter "Sellers" or "Sour") (hereinafter collectively referred to as "Contract") hereby provide notice that they claim an interest in the following described real property:

> Lot 6, Block 25, Cooley 5th Addition to the Town of Pinedale, Wyoming
> (commonly know as 43 and 37 West Hennick Street of Lot 6, Block 25, Cooley 5th Addition to the Town of Pinedale, Wyoming)
> (all located in Sublette County, Wyoming)

Buyers entered into the Contract with Sellers to purchase the above described property, and Sellers accepted the Contract on September 19, 2001. A copy of the Contract and Sellers acceptance is attached hereto and by this reference made a part hereof. Buyers claim an interest in the above described real property pursuant to the Contract. Buyers intend to enforce the Contract and require Sellers to deliver the warranty deed conveying the above described real property. Anyone requesting further information should contact James S. Latta and Laurie M. Latta residing in Pinedale, Wyoming.

James S. Latta

Laurie M. Latta

286447

RECORDED Sept. 27 2001 9:30AM
IN BOOK 72 Misc. PAGE 6006
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Socolofsky

ACKNOWLEDGEMENT

STATE OF WYOMING

COUNTY OF SUBLETTE

The foregoing NOTICE OF INTEREST AND INTENT TO ENFORCE CONTRACT TO BUY AND SELL REAL ESTATE (including the attached Contract) was acknowledged before me this 27 day of September, 2001 by James S. Latta and Laurie M. Latta.

Witness my hand and official seal.

Tracey L Hoover
Notary Public

My commission expires: 8/8/02

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

High Mountain Real Estate,
a Wyoming corporation
P. O. Box 206
107 E. Pine
Pinedale, WY 82941
Phone: 307-367-4600, Fax: 307-367-4699

CONTRACT TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)
Prepared: September 17, 2001

Pinedale, Wyoming

I. **OFFER TO PURCHASE** dated September 17, 2001, from

James S Latta
Laurie M Latta

(hereinafter "Buyer"), to

William R Sour

("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 Pinedale, County of Sublette, Wyoming, commonly known as 43 & 37 West Hennick Street. Lot 6, Block 25, Cooley 5th Addition to the Town of Pinedale, Wyoming.

and more particularly described as:
Lot 6, Block 25, Cooley 5th Addition to the Town of Pinedale, Wyoming.

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 High Mountain Real Estate, acknowledges **RECEIPT** of ($ 1,000.00) One thousand and no/100---------- Dollars from Buyer in the form of personal check. Listing Broker Allen Agency, shall deposit said funds in its trust account or in an appropriate escrow 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 or in an appropriate escrow 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 ($ 160,000.00) one hundred sixty thousand Dollars payable as follows:

$ 1,000.00 earnest money deposit; and at least
$ n/a by obtaining a new loan (per Section IV A); and/or
$ n/a assumption; and/or
$ n/a note and mortgage to Seller; and/or
$ n/a *(other)* n/a; and or
$ 159,000.00 (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 ☐ VA ☐ Adjustable rate mortgage ☒ Other
Mortgage Insurance $ n/a (financed) (cash) (delete one). Funding Fee $ n/a (financed) (cash) (delete one).
Said loan to be amortized for a period of n/a years at an initial interest rate not to exceed n/a % per annum resulting in initial monthly payments of principal and interest of approximately $ n/a 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 n/a % of the total loan amount. The first *(1, 2, etc.)* n/a loan discount point(s) shall be paid by n/a, and the balance, if any, shall be paid by n/a. Any discount points to be paid by Seller shall not be used for the origination fee, closing costs, reserves, or any other costs.
2. 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 expenses 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 $ n/a;
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 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 $ n/a; and
   b. A **(FIXED) (VARIABLE)** ***(SELECT ONE)*** interest rate not to exceed n/a % 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 n/a, n/a 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 n/a, n/a 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 n/a 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; accept the assumption or loan if approved by Lender at above-stated terms and conditions.

D. In the event that Buyer, after having complied with the requirements set forth in Section V, A through C 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 or Seller, by sending written notice to Buyer or Seller. If voided by Buyer or Seller, 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, or when required by Lender:
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:
none.

B. Seller shall pay the following closing costs in cash or certified funds at closing:
1. Recording fee for any mortgage releases, deed preparation and Owner's title insurance policy as stated in Section VIII B below; and
2. Other:
Attorney fee for general warranty deed

C. Closing agent's fee shall be paid by **(BUYER) (SELLER)** 1/2 each not to exceed $62.50 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 $ TBD per n/a for a period of n/a.

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
none.

PROVIDED HOWEVER that the following fixtures of a permanent nature are to be EXCLUDED from the sale:
refrigerators belong to renters.

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:
none.

in the condition as stated in Section X below.

VIII. TITLE

A. Title shall be conveyed to the following named Buyer(s):
James S. Latta and Laurie M. Latta

as ~~(Sole / Owner)~~, (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 October 05, 2001, 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:
none.

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

C. **DISPUTES BETWEEN THE PARTIES.** If a dispute arises between the parties relating to this Contract, and is not resolved by the parties, the parties involved in such dispute shall first proceed in good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of the mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice of mediation is sent by one party to the other(s), the mediation, unless otherwise agreed, shall terminate. This section shall not alter any date in this Contract, unless otherwise agreed.

If the parties are not able to resolve their dispute through mediation, the parties may resolve the dispute through binding arbitration and agree not to pursue litigation **OR** may resolve their dispute by pursuing their claims and remedies through litigation in civil court. **WHETHER TO WAIVE YOUR RIGHT TO PURSUE CIVIL LITIGATION AND AGREE TO BINDING ARBITRATION OR TO RESOLVE DISPUTES BY PURSUING LITIGATION IN CIVIL COURT IS AN IMPORTANT LEGAL DECISION AND YOU SHOULD SEEK LEGAL COUNSEL BEFORE MAKING THIS IMPORTANT DECISION. IF YOU DO NOT SELECT BINDING ARBITRATION, ANY DISPUTE NOT RESOLVED BY MEDIATION, WILL BE RESOLVED THROUGH LITIGATION IN CIVIL COURT. PLEASE KEEP IN MIND THAT THE BROKER OR REAL ESTATE LICENSEE ASSISTING YOU IS NOT ALLOWED TO PROVIDE LEGAL ADVICE.** Please **select one** of the following:

1. The parties elect to resolve any dispute, not resolved by mediation, through litigation in civil court.
2. Initial **BINDING ARBITRATION. (OPTIONAL PROVISION)** The parties agree that if a dispute arises between them relating to this Contract, that is not resolved by mediation, they will not file litigation, but will submit the dispute to binding arbitration. The arbitration shall be privileged and confidential as provided by Wyoming law. In the event the mediation fails to resolve the matter within thirty (30) 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 and Buyer agree 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 Disputes Between the Parties clause at XIII C does not apply and is not a prerequisite to the exercise of this remedy.

XIV. ADDITIONAL PROVISIONS.

"n/a", when used in this contract should be interpreted as not applicable.
"TBD", when used in this contract, should be interpreted as to be determined.
City Water & Sewer fees of $151.50($75.75 per residence)per quarter shall be prorated to closing. Buyer is aware that the existing renters are on a month to month lease basis and that there are no existing written leases. Oral leases will be honored by Buyer with existing renters for 30 days after close. Security/damage deposits shall be transferred to Buyer at close. Rents for November, 2001 shall be paid to Buyer. Upon acceptance of this offer renters shall be given notice that leases shall be renegotiated between renters and James and Laurie Latta 30 days after close.

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. High Mountain Real Estate 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 (Listing Broker) *(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 September 19, 2001, at 5:00 a.m./p.m., the parties hereto, their heirs, successors, representatives and assigns shall become bound to the terms hereof.

Initial 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 September 17, 2001 at 9:00 a.m./p.m.

High Mountain Real Estate,
a Wyoming corporation
P. O. Box 206
107 E. Pine
Pinedale, WY 82941
Phone: 307-367-4600 Fax: 307-367-4699

By: Cynde Wilson 9/17/01

Signature Cynde Wilson Date

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 October 31, 2001, 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 October 31, 2001, 1:00 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 all other legal remedies, at Buyer's sole and absolute discretion, including, but not limited to, daily rental of $ 100.00 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.

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: none.

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. *(Initial A or B).*

____ A. The condition of the property is as stated in the Property Disclosure (WAR Form 900R) *(Select one):*
Initial

☒ 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 because Seller has elected not to provide this document.
Initial

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. Buyer 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 October 01, 2001, 1:00 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.

A. **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 B hereof, Buyer shall provide a copy of the written reports of such inspections and repair requirements to Seller immediately upon receipt.

B. If Buyer's inspectors have identified or required any repairs of the property before the Objection Deadline set out above, Buyer and Seller agree to share the cost of such repairs as follows:

1. Buyer and Seller agree to equally share cost of repairs up to $ 1.00.
2. If repairs exceed the total of above amount, 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 October 05, 2001, 1:00 a.m./p.m. (Resolution Deadline). If not voided by the Buyer, Buyer acknowledges sole responsibility for repairs and accepts property in "as is, where is" condition without any implied or express warranty by Seller or by any Broker.
3. If Buyer elects to void the contract in accordance with Section XI (B)(2) above the earnest money deposit shall be returned to Buyer pursuant to the requirements of Section II above.

C. 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) or (B) 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 Contact. 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.

BUYER _____ WITNESS Cynde Wilson DATE 9/17/01
James S Latta
P O Box 69, Pinedale, WY 82941
Home #: 307-367-4682 Fax #: 307-367-2708

BUYER _____ WITNESS Cynde Wilson DATE 9-17-01
Laurie M Latta
P O Box 69, Pinedale, WY 82941
Home #: 307-367-4682

XVII. DISCLOSURE BY LISTING BROKER.

Listing Broker Allen Agency Real Estate (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 n/a) *(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 September 17, 2001, at 9:45 (a.m.)/p.m.

Broker Allen Agency Address Pinedale

307-367-2812 By Susie Hatch
Phone

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.
Initial

THIS OFFER WAS RECEIVED by me as Seller on _____ at _____ a.m./p.m. _____ *(Seller's Initials).*

THE UNDERSIGNED SELLER *(whether one or more)* ACCEPTS the foregoing offer on Sept. 19, 2001 at 4:15 a.m./p.m.

SELLER _____ WITNESS Susie Hatch DATE 9/19/01
William R Sour
Susie Hatch 9/19/01

XIX. REJECTION BY SELLER.

THIS OFFER IS HEREBY REJECTED ON _____ at _____ a.m./p.m.

SELLER _____ WITNESS _____ DATE _____
William R Sour

Seller has refused to execute a rejection of this offer and/or has authorized me to reject this offer on his behalf.

_____
Broker Date

XX. BUYER'S RECEIPT OF ACCEPTED CONTRACT OR REJECTED CONTRACT.

BUYER ACKNOWLEDGES RECEIPT of accepted contract on Sept 20 at 10:00 a.m./p.m.

BUYER _____ WITNESS Cynde Wilson DATE 9/21/01
James S Latta

BUYER _____ WITNESS Cynde Wilson DATE 9-21-01
Laurie M Latta

612

RECEIVED
SEP 21
MULLIKIN, LARSON & SWIFT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT
NINTH JUDICIAL DISTRICT

286448

RECORDED Sept. 27 2001 9:40 AM
IN BOOK 72 Misc. PAGE 612
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Sutton

ALBERT A. ELLIS and
SONDRA M. ELLIS;
and DONNA M. STEELE,

Plaintiffs,

vs.

FRAN STEINMETZ; ELIZABETH ELLIS; or any Successor Trustee of the Trust I Estate; all of the unknown heirs, devisees, legatees, creditors and successors of ANNE E. BARGER, deceased, if any;
and if any of the above named or mentioned persons are deceased, in addition to ANNE E. BARGER, then all of the unknown heirs, devisees, legatees, creditors and successors of such deceased person and all other unknown persons claiming any estate or interest in, or lien upon, the real property and premises which is subject matter of this action and is described herein; and DOES I-XX,

Defendants.

CIVIL ACTION NO.6238

FILED
SEP 20 2001
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

JUDGMENT

The Defendant Fran Steinmetz having acknowledged and stipulated that she claims no interest in the following-described property; the remaining Defendants having been served by publication and having failed to respond to the Complaint within the time specified by law, and the default of those Defendants having been taken by Plaintiffs and Plaintiffs having filed their Motion to Dismiss with Prejudice the remaining claim set forth in the Complaint, it is, therefore,

ORDERED, ADJUDGED AND DECREED that title to the real property described as follows:

A tract of land located in the NE1/4SE1/4 and the SE1/4NE1/4 of Section 16, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Commencing at a point which is the E1/4 corner of said Section 16;
Thence S.00°50'58"W., along the East boundary of said NE1/4SE1/4, a distance of 37.50 feet;

Thence S.52°32'01"W., a distance of 119.34 feet to the point of beginning;
Thence from said point of beginning continuing S.52°32'01"W., a distance of 289.02 feet to a point on the East right-of-way line of Wyoming State Highway 191;
Thence Northwesterly along the East right-of-way line of said Highway 191 which is a curve to the left, through an arc distance of 1266.18 feet to a point of tangency, said curve having a central angle of 18°30'30", a radius of 3919.70 feet, and a tangent length of 638.65 feet;
Thence N.44°55'53"W., along said right-of-way, a distance of 389.27 feet;
Thence S.49°37'53"E., a distance of 1354.24 feet;
Thence S.40°06'23"E., a distance of 322.55 feet to the point of beginning;
Said tract contains 4.40 acres, more or less.

is quieted against the claims of said Defendant, and Plaintiff Donna M. Steele is the owner in fee simple of the property above-described and is entitled to the possession of said property; that any claim of the Defendants and all who claim title under them and in or to the real property, are without any right whatever and the Defendant has no estate right, title, lien or interest whatever in or to the real property described herein or any part thereof; the Defendants or anyone claiming title under or through the Defendants are permanently enjoined from asserting any estate, right, title, lien or interest in or to the real property described herein or any part thereof; it is,

FURTHER ORDERED, ADJUDGED AND DECREED that the remaining claims set forth in the Complaint be, and the same are hereby, dismissed with prejudice.

Dated this 18th day of Sept, 2001.

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 _____

NANCY J. GUTHRIE
District Court Judge

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: LILLIAN HARROWER
Dated: JULY 15, 1993
Recorded: AUGUST 20, 1993, BOOK 93 O&G, PAGE 304, DOC #242808
SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the descriptions of the herein above Right-of-Way and Easement is the surveyed centerline descriptions.

WILLIAMS GAS PROCESSING COMPANY

BY: _____
Alan D. Wurtz
Attorney-in-Fact

Tip Top #T37X-32G
LN-1351

286452

ACKNOWLEDGMENT

RECORDED Sept 27 2001 10:25AM
IN BOOK 72 Misc. PAGE 614
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 17th day of September, 2001.

Witness my hand and official seal.

_____
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

April 28, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

TIP TOP #T37X-32G

CROSSING A PORTION OF LILIAN HARROWER PROPERTY

SECTION 32, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.

SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 32, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 40 feet Northerly then Southerly and 20 feet Southerly then Northerly 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 Southeast quarter of Section 32, said point bears North 63°13' West, a distance of 1581.0 feet from the Northeast corner of Section 5, Township 27 North, Range 113 West;

Thence North 6°11' West, a distance of 33.7 feet;

Thence North 88°41' West, a distance of 1536.2 feet;

Thence North 86°48' West, a distance of 182.4 feet;

Thence North 39°13' West, a distance of 61.9 feet;

Thence North 0°31' East, a distance of 186.4 feet;

Thence South 83°27' East, a distance of 136.9 feet to the end of the line at a point located in the Southeast quarter of the Southwest quarter of Section 32, said point bears North 19°12' West, a distance of 1104.9 feet from the North quarter corner of Section 5, Township 27 North, Range 113 West.

The length of the above described survey line is 2137.5 feet, or 129.546 rods, or 0.405 miles.

Dwg. No. XA761.0-2-1

R/W No. 01351

6116

WYW-153330
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-153330

==========

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:

Sand Draw Industrial Park Property Owners Association
558 Highway 353
Boulder, WY 82923

receives a right to construct, operate, maintain, and terminate a double lane access road on public lands described as follows:

T. 31 N., R. 107 W.
section 31, SE¼SE¼,
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 150 feet wide, 220 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.

286465

RECORDED Sept. 27 2001 4:35 PM
IN BOOK 72 Misc. PAGE 6116
FEES $16.00 Mary L. Hunt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Green

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 Exhibit A, dated September 5, 2001 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.

g. 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.

h. 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).

i. 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.

j. 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.

k. 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 September 5, 2001. 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.

l. 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.

m. 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.

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

(Signature of Holder)

President
(Title)

September 5, 2001
(Date)

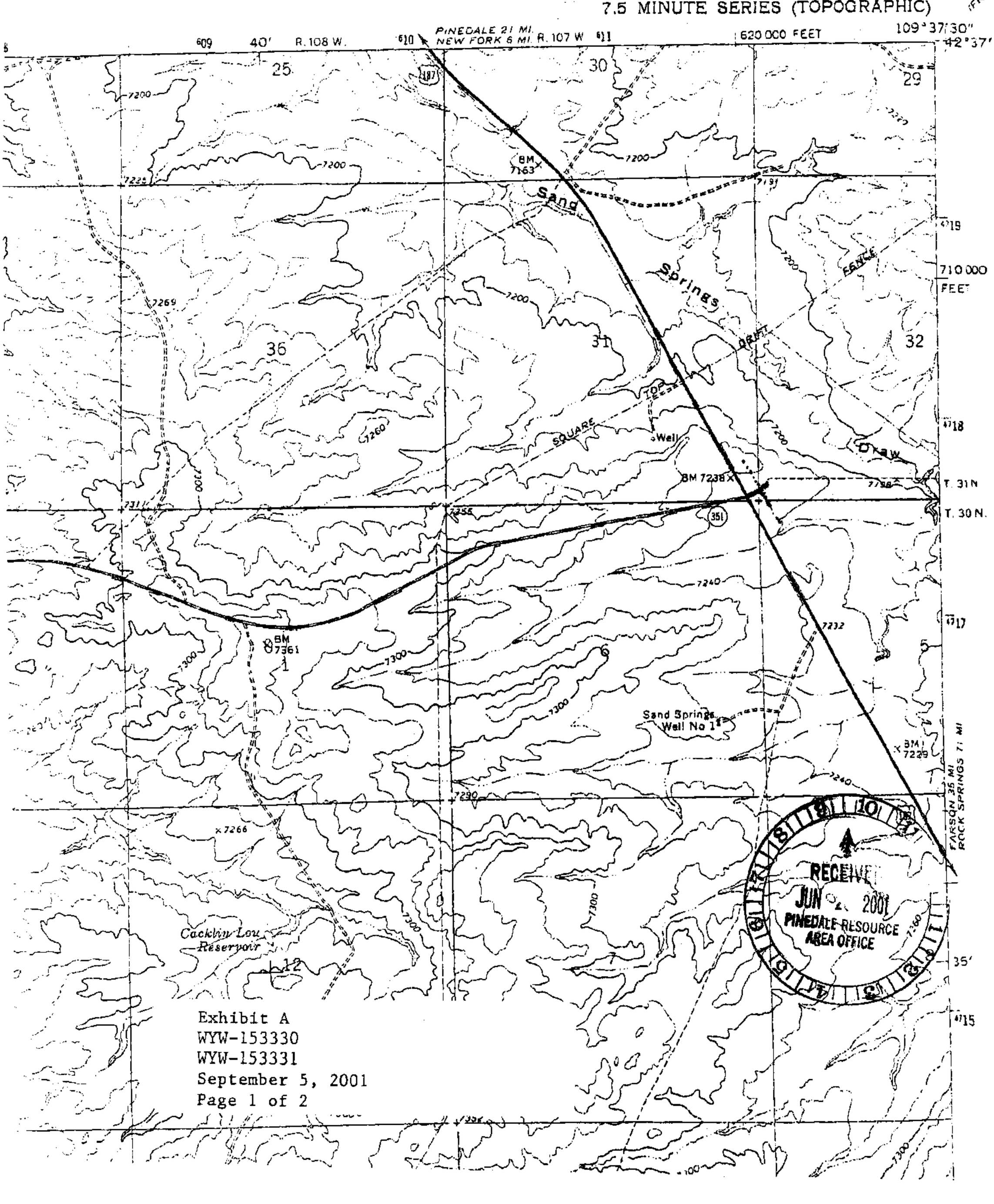
(Signature of Authorized Officer)

Field Manager
(Title)

September 5, 2001
(Effective Date of Grant)

620

GOBBLERS KNOB QUADRANGLE
WYOMING—SUBLETTE CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)



RECEIVED
JUN 04 2001
PINEDALE RESOURCE
AREA OFFICE

Exhibit A
WYW-153330
WYW-153331
September 5, 2001
Page 1 of 2

EXHIBIT A

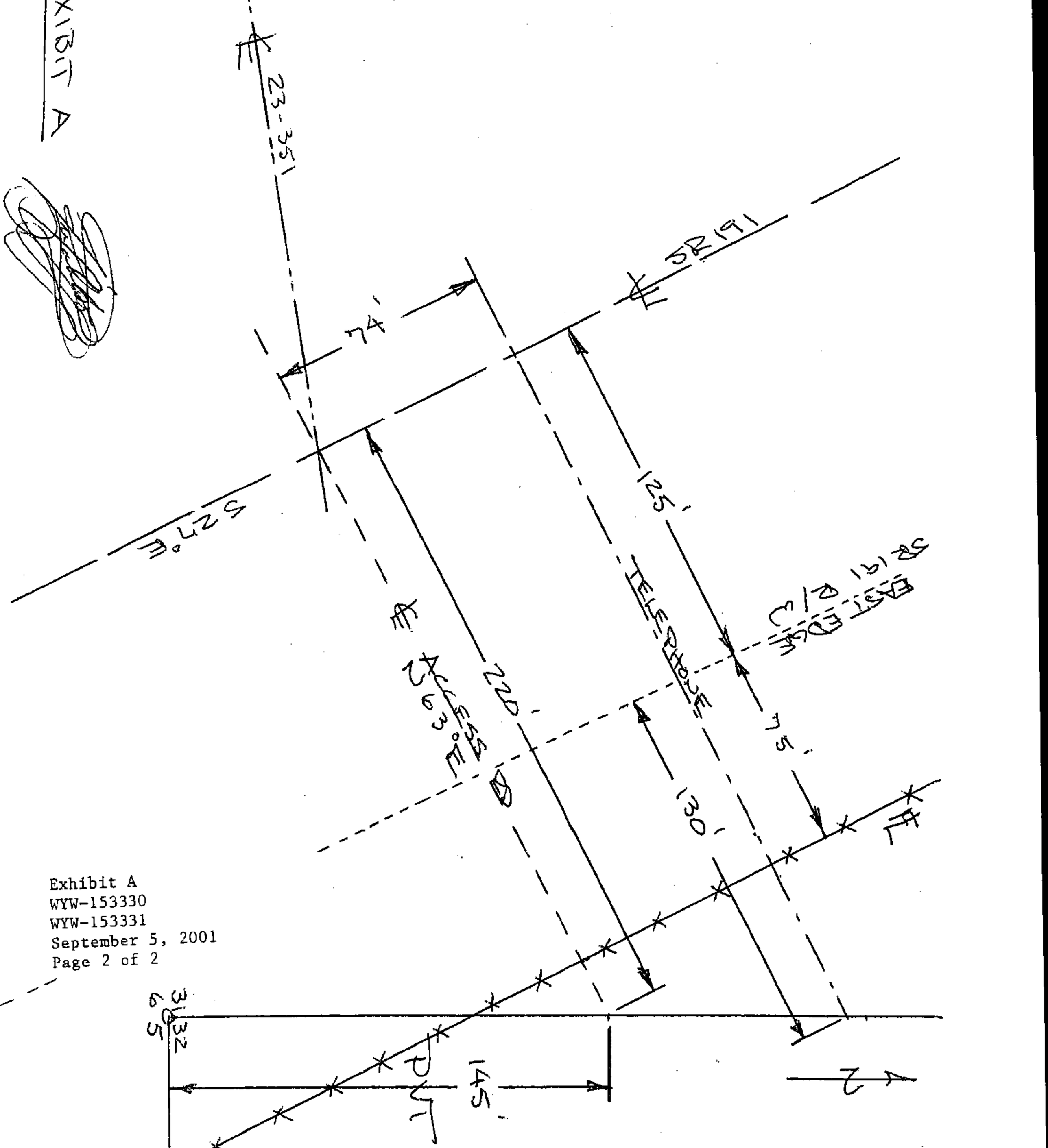


Exhibit A
WYW-153330
WYW-153331
September 5, 2001
Page 2 of 2

(2)

NOTICE OF PURCHASE OPTION

HEREBY TAKE NOTICE that under a LEASE dated the 28th day of September, 2001, by and between **FIRST NATIONAL BANK HOLDING COMPANY, INC., a Wyoming corporation**, (hereinafter referred to as Lessee), and **JOSEPH HUGO**, (hereinafter referred to as Lessor) did grant an option to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

> Lots Five (5), Six (6), Seven (7) and Eight (8), Block Fifteen (15) of the Hennick First Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or otherwise of record, to easements and rights-of-way of record or in use, to prior mineral reservations of record and to all other matters of public record.

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

DATED this 24 day of Sept., 2001.

LESSOR:

JOSEPH HUGO

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Notice of Purchase Option** was acknowledged before me by JOSEPH HUGO, this 28th day of September, 2001.

WITNESS my hand and official seal.

Karen Hines
NOTARY PUBLIC

My Commission Expires:

KAREN HINES Notary Public
County of Sublette State of Wyoming
My Commission Expires October 6, 2004

286471

RECORDED Sept. 28 2001 11:40 AM
IN BOOK 72 Misc. PAGE 622
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

oint of Beg[redacted];

MILLENIUM LOT DIVISION of said parcel, as surveyed and staked.

Skylar V. Wilson

Skylar V. Wilson

veyor was acknowledged before me by Skylar V. Wilson this 1

01.

1.

TRACEY L HOOVER, NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING

8/8/02

Seal/Commission Expiration

/AL

)lette County Subdivision Resolution, the foregoing MILLENIUM LOT
gular meeting of the Board of County Commissioners held on the
.. Plat approval does not constitute acceptance of the streets
Designation of county roads is only accomplished by compliance
-101, Wyoming Statutes, 1997, as amended.

IISSIONERS

COUNTY OF SUBLETTE

Gordon R. Johnston, Commissioner

an

r

Mary L. [redacted], County Clerk
(Attest)

286494

RECORDED Oct. 1 2001 9:35a M

IN BOOK 72 Misc. PAGE 623

FEES $50.00 M L [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Saxton

PE	SHEET 1
SW	OF 1
50	SHEETS
25	JOB NO. #99519-F
inal	
reliminary	
SCRIPTION/REVISION	NO.

Plat Of The

MILLENIUM
Lot Division

Of Tract B
Of The
Amended Riggs Lot Division
Located In The
W½ of Section 27, T34N-R111W
Sublette County, Wyoming

IN THE DISTRICT COURT, NINTH JUDICIAL DISTRICT
COUNTY OF SUBLETTE, STATE OF WYOMING

IN THE MATTER OF THE DETERMINATION OF HEIRSHIP

OF

JOHN THOMAS RUTLEDGE,
Deceased.

Probate No. 1778

FILED

OCT 0 2 2001

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

DECREE OF DETERMINATION OF HEIRSHIP AND INTEREST IN LAND

On this 13th day of July, 2001, the above captioned matter comes on before the Court for hearing, pursuant to the prior assignment and Order, on the Petition for the Determination of Heirship and Interest in Land, as heretofore filed herein by the Petitioner, and the Court, having reviewed the file of record and being duly advised in the premises, makes the following:

FINDINGS OF FACT

1. That the aforesaid Petition, as heretofore filed herein, is sufficient and complete and in accordance with law, under W.S. § 2-9-201.

2. That due and proper notice of this hearing has been given in accordance with prior order of this Court; that there is on file of record herein an Affidavit of Publication of Notice, showing compliance with W.S. § 2-9-202, and there is also on file of record herein an Affidavit of Mailing, showing a copy of the Publication Notice was mailed to Jack Swartz one week after the first publication date, however, the only person entitled to such notice is also the Petitioner, Jack Swartz, and therefore, the necessity of the Notice is not needed in this matter in that the Petitioner and sole party

286591

RECORDED Oct 2 2001 4:30P M
IN BOOK 72 MISC PAGE 624
FEES $ 12.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

of interest, namely Jack C. Swartz had notice of said hearing.

3. That there is on file or record herein a Certificate Showing No Inheritance Tax Due, as issued by the Inheritance/Estate Tax Administrator of the Inheritance Tax Department of the State of Wyoming, showing no tax due to the State of Wyoming by the above captioned estate, or on account of the death of the above named decedent.

4. That the above named decedent died on or about the 30th day of June, 1947.

5. That more than two years have elapsed since the date of death of decedent.

6. That the decedent died seized of an interest in land located in Sublette County, Wyoming to-wit:

> Lot 11, Block 4 in the amended Townsite of Shelter Park, Sublette County, Wyoming.

7. That there has been no previous record judicial determination of the decedent's heirs or the right of descent of the aforesaid real property interest.

8. That the heirs-at-law of the decedent upon the decedent's date of death, and the decree of kinship of each to the decedent, are as follows:

> Willis J. Rutledge, brother
> Hazel R. Swartz, sister
> Nellie Plank a/k/a Nellie Rutledge Plant, sister

9. That no objections, written or oral, have been filed with the Court by any party whomsoever, as to the above captioned cause.

10. That the Court is hereby informed that the plat for the original Townsite of Shelter Park, Sublette County, Wyoming, was filed with the Sublette County Clerk in

July of 1938; that the plat for the amended Townsite of Shelter Park, Sublette County, Wyoming was filed in July 1939; that it appears all property sold in the Townsite was sold after the filing of the plat for the amended Townsite of Shelter Park, Sublette County, Wyoming; that the plat for the original Townsite of Shelter Park was not vacated upon the filing of the plat for the amended Townsite of Shelter Park, Sublette County, Wyoming; that therefore there was an error created in the legal description for property sold in said Townsite, but all the the lots sold should be reflected as being lots of the "amended Townsite of Shelter Park, Sublette County, Wyoming".

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 and intent of W.S.§ 2-9-201. 2-9-202 and 2-9-203 for the relief prayed for in the Petition.

3. That the Petitioner is entitled to relief as prayed for in the Petition heretofore filed herein.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the decedent, James Thomas Rutledge, died on the 30th day of June, 1947.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that at the aforesaid date of death of the aforesaid decedent, he left surviving him as his sole heirs-at-law:

Willis J. Rutledge, brother
Hazel R. Swartz, sister
Nellie R. Plank a/k/a Nellie Rutledge Plant, sister

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following named persons at the time of death or shortly thereafter of the decedent named herein were the present owners of a fee simple interest in the following described real estate:

Lot 11, Block 4 in the amended Townsite of Shelter Park, Sublette County, Wyoming.

said persons, and their respective fractional shares being:

Willis J. Rutledge, an undivided one-third interest; Hazel R. Swartz, an undivided one-third interest, and Nellie R. Plank a/k/a Nellie Rutledge Plant, an undivided one third interest.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that based upon the Quitclaim Deed dated August 2, 1947, recorded with the Sublette County Clerk on August 14, 1947 in Book 1 of Quitclaim Deeds at page 437, signed by Hazel R. Swartz and Willis J. Rutledge conveying their interests in the aforesaid property to Nellie R. Plank; the Court Officer's Deed recorded with the Sublette County Clerk on December 2, 1999 in Book 40 of WD at page 55, dated November 17, 1999 conveying Nellie R. Plank's interest in said real property to Hazel R. Swartz; and the Decree of Distribution dated January 20, 2000 and recorded with the Sublette County Clerk on February 22, 2000 in Book 70 Misc. at page 662 distributing Hazel R. Swartz's interest in the subject property to Jack C. Swartz, that Jack C. Swartz is the present owner of a fee simple interest in and to the afore described real property namely:

Lot 11, Block 4 of the amended Townsite of Shelter Park, Sublette County, Wyoming.

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

Oct 02, 2001

District Court Judge

628

IN THE DISTRICT COURT WITHIN AND FOR THE

NINTH JUDICIAL DISTRICT, SUBLETTE COUNTY, WYOMING

CROWN OIL & GAS COMPANY, INC.,
a Wyoming Corporation,

Petitioner

v.

CHARLES SNYDER,

Respondent.

Civil No. 6251

FILED

SEP 27 2001

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

DEFAULT JUDGMENT

THIS CAUSE came on regularly this day before the Court, upon the Pleadings of Petitioner filed herein; the Petitioner appeared by one of its attorneys, Tammy J. Harris, and the Court having examined the pleadings filed herein, and being apprised of all the evidence adduced, and filed herein, and having examined the records in the case, and the proofs offered, and being now well and sufficiently advised in the premises, finds:

1. That the above Respondent has been duly and properly served with Summons in the manner and for the period required by law; that said Respondent has defaulted in filing an answer or other plea to Petitioner's Petition, and that said Respondent, being in default for want of answer or other plea, his default was heretofore duly and regularly declared, taken and entered by the Clerk of this Court, and said declaration, taking and entering of said default, as aforesaid, is hereby ratified, confirmed and approved.

2. That Plaintiff, by and through its attorney, has filed herein its affidavit stating that the Defendant is not now, and has not been during the pendency of this action, in the military service of the United States of America, or serving with the armed forces of any nation with which the United States may be allied.

3. That Petitioner employed Respondent from January 1, 1999 to October 31, 1999 under a Contract Agreement dated January 1, 1999.

4. That Respondent's duties included the provision of brokerage services and detailed analysis of legal descriptions for oil and gas wells purchased in the State of Wyoming.

5. That Respondent was duly compensated for his services.

6. That Respondent originally filed this lien in the Office of the County Clerk in Sublette County, Pinedale, Wyoming on May 3, 2000, which he failed to foreclose.

7. That on August 10, 2000, Respondent filed the exact same lien in the Office of the County clerk within and for Sweetwater County, Wyoming, which he failed to foreclose.

8 That Respondent has refiled his lien in Sublette County, Wyoming and in Sweetwater County, Wyoming.

9 That Respondent claims a lien for bonuses alleged to be past due on the following wells:

a) ½ bonus for Chapel 10-25;
b) ½ bonus for Cabot 1-16;
c) ½ bonus for Split River 24-35 (lease only); and
d) bonus for State 2-16 Hunt.

286595

RECORDED Oct. 3 2001 9:00 AM
IN BOOK 72 Misc. PAGE 628
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

10. That Respondent's lien is not claimed pursuant to the proper statutes.

11. That Respondent did not perform any of the limited services for which a lien is allowed under the proper statutes for Petitioner.

12. That more than 180 days have passed from his last date of employment to the date Respondent filed his lien, and he is thereby barred from asserting a valid lien.

13. That Respondent's claimed lien includes wells which Petitioner does not own and on wells he did not purchase for Petitioner.

14. That W.S. 29-1-311(b)(iv) allows for recovery of "damages of $1,000.00 or actual damages, whichever is greater, costs and reasonable attorneys' fees to the petitioner to be paid by the person claiming the lien."

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the lien filed by Respondent and recorded in the office of the Sublette County Clerk in book 71 Misc at page 109; and in Book 72 page 195 and recorded in the office of the Sweetwater County Clerk in Book 927 at pages 1057 through 1063, and in Book 0940 at Pages 0786 through 0792, is stricken and released.

IT IS FURTHER ORDERED that Respondent is barred from further filing this lien in any county against Petitioner's property based on the contract Agreement, dated January 1, 1999.

IT IS FURTHER ORDERED that Respondent CROWN OIL & GAS COMPANY, INC., Petitioner herein, is given judgment against Charles Snyder, Respondent herein, as follows:

(a)	For the damages in the sum of	$1,000.00
(b)	For costs in the amount of	$80.00
(d)	Attorneys Fees in the amount of	$1,200.00
TOTAL		**$2,280.00**

For interest on the total judgment of $2,280 at the rate of ten percent (10%) per annum, from the date hereof, until paid in full.

DATED this 27th day of Sept., 2001.

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

MEMORANDUM OF AGREEMENT

HEREBY TAKE NOTICE that under a Contract For Sale dated the 3rd day of October, 2001, by and between **ERIC A. FAIRBANKS and PATRICIA K. FAIRBANKS, Trustees, or their successors, of the ERIC A. FAIRBANKS LIVING TRUST, dated 12/15/99** and **PATRICIA K. FAIRBANKS and ERIC A. FAIRBANKS, Trustees, or their successors, of the PATRICIA K. FAIRBANKS LIVING TRUST, dated 12/15/99,** as Sellers, to **JERRY MORRELL and JULIE BARNES,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, as Buyers, the Sellers did agree to sell and the Buyers did agree to purchase a certain tract of real property located in Sublette County, Wyoming, described as follows:

Lot Twenty-Five (25) of the Sand Draw Industrial Park 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, to prior mineral reservations of record and to all other matters of public record.
SUBJECT TO covenants, conditions, restrictions and easements as recorded 9/14/01 in Book 72 of Misc., Page 574, in the office of the County Clerk, Sublette County, Wyoming.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREET OR ROADS.

Buyers' address for tax purposes is P.O. Box 1417, Pinedale, WY 82941.

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

DATED this 3rd day of October, 2001.

Sellers: ERIC A. FAIRBANKS LIVING TRUST, dated 12/15/99 and **PATRICIA K. FAIRBANKS LIVING TRUST, dated 12/15/99:**

ERIC A. FAIRBANKS, Trustee

PATRICIA K. FAIRBANKS, Trustee

286612

RECORDED Oct. 3 2001 4:10 PM
IN BOOK 72 Misc. PAGE 630
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

DATED this 3rd day of October, 2001.

Buyers:

JERRY MORRELL

JULIE BARNES

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by **ERIC A. FAIRBANKS and PATRICIA K. FAIRBANKS, Trustees, or their successors, of the ERIC A. FAIRBANKS LIVING TRUST, dated 12/15/99** and **PATRICIA K. FAIRBANKS and ERIC A. FAIRBANKS, Trustees, or their successors, of the PATRICIA K. FAIRBANKS LIVING TRUST, dated 12/15/99**, this 3rd day of October, 2001.

WITNESS my hand and official seal.

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8/17/04

NOTARY PUBLIC

My Commission Expires: 8/17/04

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Memorandum Of Agreement** was acknowledged before me by JERRY MORRELL and JULIE BARNES, this 3rd day of October, 2001.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 8/17/04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8/17/04

632

SECURITY ASSIGNMENT

This Security Assignment made and entered into this 1st day of October, 2001, by and between Gerald R. Mason and Emma Lou Mason, hereinafter referred to as Assignors, and Vernon T. Delgado, LTD Family Partnership, hereinafter referred to as Assignee.

WHEREAS, Assignors have this date borrowed the sum of One Hundred Thousand ($100,000.00) Dollars from Assignee; and

WHEREAS, as partial security for said sum, Assignors assign and pledge all of their right title and interest in an to that certain note and mortgage between Assignors and Dean S. Loftus and Lorie A. Loftus, which note is dated June 15, 2000, in the original principal sum of Sixty-Five Thousand ($65,000.00) Dollars, and which mortgage was dated June 15, 2000, and was recorded in the office of the Sublette County Clerk, securing said note by a mortgage on certain lands as described therein, and which note and mortgage presently bear an interest rate of 7%.

It is the intent and purpose of this assignment that in the event of default in the terms and conditions of the note for the One Hundred Thousand ($100,000.00) Dollars between Assignors and Assignee that Assignee shall be able to assume all of the rights of Assignors in said note and mortgage, but not otherwise.

In witness whereof, we have hereunto set our hands this 1st day of October, 2001.

286643

RECORDED Oct. 5 2001 3:30 PM
IN BOOK 72 Misc. PAGE 632
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

Gerald R. Mason

Emma Lou Mason

The foregoing document was acknowledged before me by Gerald R. Mason and Emma Lou Mason this 1st day of October, 2001.

Susan Gulbrandson
Notary Public

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

Security Assignment.wpd

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: MICHAEL SCHAFFER
Dated: APRIL 25, 1994
Recorded: MAY 23, 1994, BOOK 96 O&G, PAGE 610, DOC #246565
SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the descriptions of the herein above Right-of-Way and Easement is the surveyed centerline descriptions.

WILLIAMS GAS PROCESSING COMPANY

BY: Alan D. Wurtz
Alan D. Wurtz
Attorney-in-Fact

Tip Top #22-22 Loop #2 Pipeline
LN-2127 G2

286671

RECORDED Oct. 8 2001 10:45AM
IN BOOK 72 Misc. PAGE 633
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadler

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 19th day of September, 2001.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

pages 633-
636 are
duplicated

May 11, 1994

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TIP TOP 22-22 LOOP #2
CROSSING A PORTION OF MICHAEL SCHAFFER PROPERTY
SECTIONS 27, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 27, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 30 feet Easterly and 30 feet Westerly of the following described survey line;

Beginning at a point located in the Northwest quarter of the Northeast quarter of Section 27, said point bears South 54°10' East, a distance of 1593.7 feet from the North quarter corner of said Section 27;

Thence North 14°45' West, a distance of 646.4 feet to a point located in the Northwest quarter of the Northeast quarter of said Section 27, said point bears South 74°43' East a distance of 1168.6 feet from the North quarter corner of said Section 27.

The length of the above described survey line is 646.4 feet, or 39.176 rods, or 0.122 miles.

Dwg. No. 6AL761.0-6-1
R/W No. 02127

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121-1628 hereinafter referred to as "Affiant", is the Grantee of a Right-of-Way and Easement identified and described as follows:

Grantor: MIDWAY RANCH
Dated: MARCH 29, 1994
Recorded: APRIL 1, 1994, BOOK 96 O&G, PAGE 332, DOC #245811
SUBLETTE COUNTY, WYOMING

See Exhibit "A" for centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the descriptions of the herein above Right-of-Way and Easement is the surveyed centerline descriptions.

WILLIAMS GAS PROCESSING COMPANY

BY: _____
Alan D. Wurtz
Attorney-in-Fact

Tip Top #22-22 Loop #2 Pipeline
LN-2127 G3

286672

RECORDED Oct. 8 20 01 10:45 AM
IN BOOK 72 Misc PAGE 635
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 19th day of September, 2001.

Witness my hand and official seal.

_____
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

May 11, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

TIP TOP 22-22 LOOP #2

CROSSING A PORTION OF MIDWAY RANCH PROPERTY

SECTIONS 27 & 22, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.

SUBLETTE COUNTY, WYOMING

PARCEL #1

A strip of land 60 feet wide across a portion of Section 27, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 30 feet Easterly and 30 feet Westerly of the following described survey line;

Beginning at a point located in the Northwest quarter of the Northeast quarter of Section 27, said point bears South 74°43' East, a distance of 1168.6 feet from the North quarter corner of said Section 27;

Thence North 14°45' West, a distance of 318.5 feet to a point located on the North section line of Section 27, said point bears Easterly, a distance of 1046.2 feet from the North quarter corner of said Section 27.

The length of the above described survey line is 318.5 feet, or 19.303 rods, or 0.060 miles.

PARCEL #2

A strip of land 60 feet wide across a portion of Section 22, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 30 feet Easterly and 30 feet Westerly of the following described survey line;

Beginning at a point located on the South section line of Section 22, said point bears Easterly, a distance of 1046.2 feet from the South quarter corner of said Section 22;

Thence North 14°45' West, a distance of 289.6;

Thence North 13°51' West, a distance of 750.4;

Thence North 15°14' West, a distance of 313.8 feet to a point located in the Southwest quarter of the Southeast quarter of Section 22, said point bears North 28°27' East, a distance of 1491.5 feet from the South quarter corner of said Section 22.

The length of the above described survey line is 1353.8 feet, or 82.049 rods, or 0.256 miles.

The combined length of the above described survey is 1672.3 feet, or 101.352 rods, or 0.317 miles.

Dwg. No. 6AL761.0-6-1 & 6AL761.0-6-2

R/W No. 02127

IN RE.THE MATTER OF THE ESTATE OF:

MURIEL JEAN GRISET,

Deceased.

CORRECTIVE AFFIDAVIT OF SURVIVORSHIP PURSUANT TO W.S. § 2-9-102

286715

RECORDED Oct. 9 2012 2:40 PM
IN BOOK 72 Misc. PAGE 633
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF WYOMING }
ss.
County of Sublette }

The Affiants, JACK L. GRISET and JOSEPH M. GRISET, while under oath depose and state as follows:

(A) We are adults, competent to testify in the above captioned action;

(B) We make the following affirmations based upon our own best investigations, information and beliefs;

(C) We are interested persons pursuant to W.S. § 2-9-102, and make this Affidavit pursuant to W.S. § 2-9-102;

(D) This Corrective Affidavit is intended to clarify and correct that certain Affidavit recorded the 21st day of August, 2001, and to clarify the legal descriptions of the properties contained therein and herein;

(E) This Corrective Affidavit relates to the following described parcels of real property situate in the County of Sublette, and State of Wyoming, more particularly described as follows, and hereinafter referred to as the "SUBJECT PROPERTY":

First Lots:

Lots 108 and 109, Block 2, Barger Subdivision, Sublette County, Wyoming, as the same appear on the official plats thereof filed in the office of the Sublette County Clerk.

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

Second Lots:

Lots 68 and 69, Block 3, Barger Subdivision, Second Filing, Sublette County, Wyoming, as the same appear on the official plats thereof filed in the office of the Sublette County Clerk.

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

(F) The SUBJECT PROPERTY was conveyed to JACK L. GRISET and MURIEL J. GRISET, and JOSEPH M. GRISET via a Corrective Deed recorded January 7, 2000, with the Sublette County Clerk. *See Attached Exhibit A: Corrective Deed*;

(G) MURIEL J. GRISET passed away on the 18th day of December, 200. *See Attached Exhibit B: State of Idaho Certificate of Death for MURIEL JEAN GRISET*; and

(H) Following the death of MURIEL JEAN GRISET, JACK L. GRISET and JOSEPH M. GRISET were the sole interest holders in the SUBJECT PROPERTY.

FURTHER AFFIANT SAYETH NAUGHT.

Jack L. Griset
JACK L. GRISET

JOSEPH M. GRISET

STATE OF Idaho }
ss.
County of Franklin }

The foregoing Corrective Affidavit Of Survivorship Pursuant To W.S. § 2-9-102 was subscribed, sworn to and acknowledged before me by JACK L. GRISET, on this 24th day of September 2001.

Witness my hand and official seal.

[SEAL]

Notary Public for the State of Idaho
My Commission Expires: 11/10/04

STATE OF WASHINGTON }
ss.
County of SNOHOMISH }

The foregoing Corrective Affidavit Of Survivorship Pursuant To W.S. § 2-9-102 was subscribed, sworn to and acknowledged before me by JOSEPH M. GRISET, on this 10th day of SEPT. 2001.

Witness my hand and official seal.

JONIE M. MARTINKA NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 7-1-02

Notary Public for the State of WASHINGTON
My Commission Expires: 7/1/02

STATE OF WYOMING	)	IN THE DISTRICT COURT
	) ss.	
COUNTY OF SUBLETTE	)	NINTH JUDICIAL DISTRICT
IN THE MATTER OF THE ESTATE	)	PROBATE NO. 1781
	)	
OF MARSHALL B. COYNE,	)	
	)	
Deceased.	)	

ORDER APPROVING AND CONFIRMING SALE AND AUTHORIZING DELIVERY OF DEED

THIS MATTER comes before the Court on a Petition For Authority To Sell Estate Real Property executed by all of the Co-Personal Representatives of the above captioned Estate of MARSHALL B. COYNE. The Court finds as follows:

1. That the above named Decedent, MARSHALL B. COYNE, died on or about 3/16/00 in the District of Columbia, Washington, D.C. and while a resident of the District of Columbia, Washington, D.C.

2. That the Decedent died testate and his Will has been admitted to probate in the above captioned matter. Decedent's sole devisee under the terms of his Will is the MARSHALL B. COYNE AGREEMENT OF TRUST of 4/6/99.

3. That a portion of Decedent's Estate consists of a ranch land and improvements located in Sublette County, Wyoming, to-wit:

Township 35 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;
- Section 3: Lots 1, 2, 3, 4, S1/2N1/2, S1/2 (All);
- Section 9: N1/2, N1/2S1/2, SE1/4SW1/4, S1/2SE1/4;
- Section 10: All;
- Section 11: NW1/4;
- Section 15: All;
- Section 20: E1/2NE1/4, SE1/4SE1/4;
- Section 21: All;
- Section 22: All;
- Section 26: S1/2NW1/4, SW1/4;
- Section 27: N1/2, NE1/4SW1/4, N1/2SE1/4, SE1/4SE1/4;
- Section 28: NE1/4, N1/2NW1/4, SW1/4NW1/4 and the northernmost 165 feet of the SE1/4NW1/4;
- Section 29: NE1/4, SW1/4, W1/2SE/14;
- Section 30: E1/2SE1/4;
- Section 32: W1/2NW1/4;
- Section 34: NE1/4NE1/4;
- Section 35: N1/2NW1/4;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

286755

RECORDED Oct. 11 2001 11:45 AM
IN BOOK 72 Misc. PAGE 635
FEES $13.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisto

FILED
OCT - 9 2001
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE, WYOMING
BY

635A

4. That the Estate has received and accepted, subject to Court approval, an offer of $5,500,000.00 to purchase this real property from DONALD M. KENDALL, as assigned to JOHN BLATT, and wishes to sell the aforesaid real property. This amount being payable in full at the time of closing.

5. That said contract allows JOHN BLATT to assign the right to purchase said property to another person or entity of his choice. JOHN BLATT has in fact assigned such rights to LONGSPUR L.L.C.

5. That the Trustees of the MARSHALL B. COYNE AGREEMENT OF TRUST of 4/6/99 are Shelton S. Cohen, C. Richard Beyda and Amelia McCarty.

4. That the Trustees of the MARSHALL B. COYNE AGREEMENT OF TRUST of 4/6/99 have filed a Waiver of Hearing and Consent To Sale in the above captioned matter contemporaneously with the filing of this Petition. This Waiver and Consent waives any hearing on the proposed sale, consents to the proposed sale and requests that said proposed sale approved.

5. That the Will of the Decedent specifically grants the Personal Representatives the authority to sell any Estate property, both real and personal.

6. That the proposed sale price exceeds the value of said property as set out in the Inventory and Appraisal to be filed in this matter.

7. That to date no creditors have filed claims in this matter. Any creditors filing claims within the allowed legal time frame, which claims shall be allowed by the Court, shall be paid in full from the proceeds of this sale.

The Court having examined the concerned Petition and Waiver and being fully advised in the facts and premises thereof, does find that said proposed sale of real property is in the best interest of the estate and should be allowed and confirmed.

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

1. That the sale and conveyance of the estate real property described as follows:

Township 35 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;
Section 3: Lots 1, 2, 3, 4, S1/2N1/2, S1/2 (All);
Section 9: N1/2, N1/2S1/2, SE1/4SW1/4, S1/2SE1/4;
Section 10: All;
Section 11: NW1/4;
Section 15: All;
Section 20: E1/2NE1/4, SE1/4SE1/4;
Section 21: All;
Section 22: All;
Section 26: S1/2NW1/4, SW1/4;
Section 27: N1/2, NE1/4SW1/4, N1/2SE1/4, SE1/4SE1/4;

Section 28: NE1/4, N1/2NW1/4, SW1/4NW1/4 and the northernmost 165 feet of the SE1/4NW1/4;
Section 29: NE1/4, SW1/4, W1/2SE/14;
Section 30: E1/2SE1/4;
Section 32: W1/2NW1/4;
Section 34: NE1/4NE1/4;
Section 35: N1/2NW1/4;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

be and hereby is approved and confirmed.

2. That the Co-Personal Representatives of the estate be and hereby are authorized to execute and deliver an Executors' Deed conveying said real property to LONGSPUR L.L.C. at closing and said conveyance is hereby confirmed.

3. That the Co-Personal Representatives be and hereby are authorized to execute all incidental documents and pay all incidental costs necessary to close said sale. Said incidental costs shall include but not be limited to title insurance and recording fees.

DATED this 8th day of OCTOBER, 2001.

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 TRUE AND COMPLETE COPY.
ONE

Avigation Easement

Whereas, the Main Pass, LLC, hereinafter called the Grantors, are the owners in fee of that certain parcel of land situated in the County of Sublette, State of Wyoming, more particularly described and outlined on the attached Exhibits "A" & "B", hereafter called "Grantors' property"

NOW THEREFORE, in consideration of the sum of Eight Hundred Fifty Dollars ($850.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell, and convey unto the Town of Pinedale, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement for avigation purposes, appurtenant to Ralph Wenz Field for the unobstructed use and passage of all types of aircraft in and through the air space above an imaginary plane over Grantors' property. Said imaginary plane at point A on Exhibit "A" is 41 feet above the Runway 29 end and rises one foot vertically for each 34 feet horizontally on the centerline of Runway 11/29 produced southeasterly where at point B on Exhibit "A" is 50 feet above the Runway 29 end, to an infinite height above said imaginary plane.

Said easement shall be appurtenant to and for the benefit of the real property now known as Ralph Wenz Field including any additions thereto wherever located, hereafter made by the Town of Pinedale or its successors and assigns, guests, and invites, including any and all persons, firms, or corporations operating to or from the airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all air space above or in the vicinity of the surface of Grantors' property such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircrafts over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said Ralph Wenz Field; the Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Ralph Wenz Field.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether not in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object extending into the air space above the aforesaid imaginary plane, and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said Ralph Wenz Field shall be abandoned and shall cease to be used for public airport purposes.

AND for the consideration herein above set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantors land that a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantors furthermore waive all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be forever binding upon the heirs, administrators, executors, successors and assigns of the Grantor.

IN WITNESS WHEREOF, this instrument has been executed this 25th day of September 2001.

By: _____
Main Pass, LLC

STATE OF Louisiana)
Parish
~~COUNTY~~ OF Jefferson) SS

The foregoing instrument was acknowledged before me this 2nd day of Oct. 2001, by Harold N. Garic.

WITNESS my hand and official seal.

My commission expires: At death

[SEAL]

_____
Notary Public

286772

RECORDED Oct. 12 2001 3:15 PM
IN BOOK 72 Misc. PAGE 638
FEES $10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Exhibit "B"
AN AVIGATION EASEMENT FOR
RALPH WENZ FIELD
TO BE ACQUIRED BY THE
TOWN OF PINEDALE ON LANDS PRESENTLY
OWNED BY MAIN PASS, LLC

SEPTEMBER, 2001

An avigation easement parcel within the SW ¼ of the NE ¼ of Section 31, T. 33 N., R. 108 W., 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

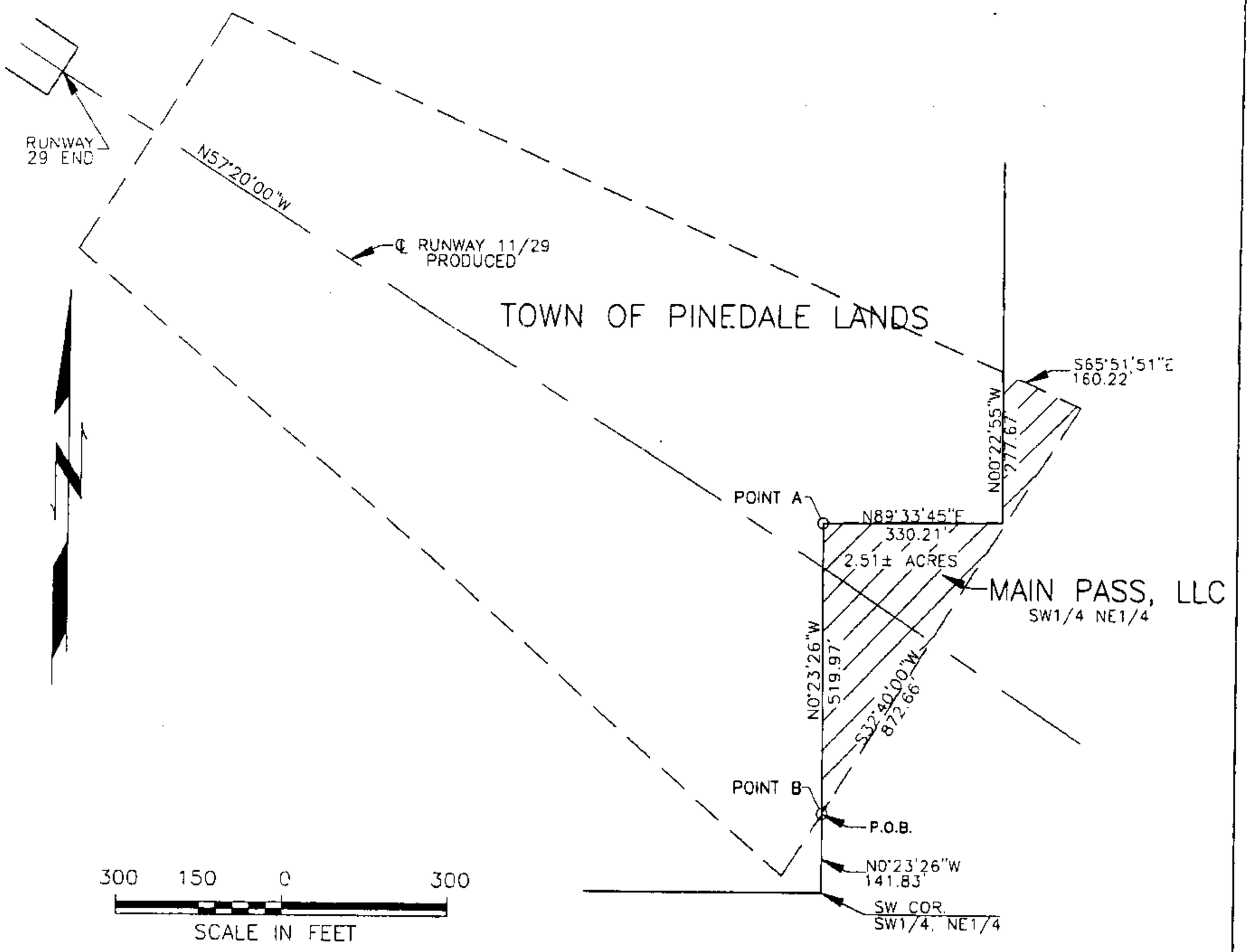
Beginning at a point on the westerly line of said SW ¼ NE ¼ which bears N. 0°23'26" W., 141.83 feet, from the southwest corner thereof; thence, continuing along said westerly line, N. 0°23'26" W., 519.97 feet, to an angle point in the boundary line of lands owned by the Town of Pinedale, said angle point also being the southwest corner of the W ½ of the NW ¼ of said SW ¼ NE ¼; thence, along said boundary line and the southerly line of said W ½ NW ¼, N. 89°33'45" E., 330.21 feet, to an angle point in said boundary line and the southeast corner of said W ½ NW ¼; thence, along said boundary line and the easterly line of said W ½ NW ¼, N. 0°22'55" W., 277.67 feet; thence, leaving said boundary line and said easterly line, S. 65°51'51" E., 160.22 feet; thence S. 32°40'00" W., 872.66 feet, to the point of beginning. Said avigation easement parcel contains 2.51 acres more or less.

The basis of bearings for said avigation easement parcel is the Runway 11/29 centerline being N. 57°20'00" W.

A map of said avigation easement parcel is attached hereto as Exhibit "A".

P.O. Box 338, 1508 Stampede Ave., Cody, WY 82414
(307)-587-3411 • fax: 307-527-5182
gda@gdaengineers.com • www.gdaengineers.com

T 33 N, R 108 W
SECTION 31



LEGEND

PROPERTY LINE _____
RUNWAY PROTECTION ZONE _ _ _ _
PROPOSED EASEMENT ////////

Professional Land Surveyor
RICHARD T. MUSCIO
6827
Date 9-12-01
WYOMING

RICHARD T. MUSCIO
WYOMING REGISTRATION NO. P.L.S. 6827

EXHIBIT "A"

MAP SHOWING
AVIGATION EASEMENT REQUIRED
WITHIN
RALPH WENZ FIELD
PINEDALE, WYOMING

GRAHAM, DIETZ & ASSOCIATES – CONSULTING ENGINEERS
CODY, WYOMING – SEPTEMBER, 2001

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

WITHIN AND FOR SWEETWATER COUNTY, WYOMING

FILED

SEP 26 2001

ELLEN SMITH
CLERK OF DISTRICT COURT
BY _____
DEPUTY CLERK

In the Matter of the Estate of)
FRANK KOVACH, Deceased.)
_____)

Probate No. P-98-55

DECREE OF FINAL SETTLEMENT OF ACCOUNT AND ORDER OF DISTRIBUTION

Mark F. Kovach, Personal Representative of the estate of Frank Kovach, deceased, having heretofore rendered and filed herein a report of his administration of said estate, and having with said report filed a petition for the distribution of the residue of said estate;

And said report and petition coming on this day regularly to be heard, proof having been made to the satisfaction of the Court that notice of final settlement of the estate and the hearing of said petition is not required herein; and the Court, being fully advised in the premises, finds:

1. That Frank Kovach, deceased, died testate on May 9, 1998, at Rock Springs, Sweetwater County, State of Wyoming, and left estate in the County of Sweetwater, State of Wyoming, consisting of real and personal property.

2. That on May 28, 1998, Petitioner was appointed Personal Representative of said estate by order of this Court duly made and entered, and that thereafter Petitioner duly qualified as such Personal Representative, immediately entered upon the administration of said estate, and has ever since continued to administer the same.

3. That said Personal Representative and his attorney have rendered and performed services for and in connection with said estate for which they are entitled to compensation as provided by law; that said Personal Representative has waived all fees for his services as such for this estate, and that said attorney fees have been set by a previous order of this court.

4. That said report is in all respects true and correct; that all claims against said deceased, all taxes against said estate, all debts, expenses and charges of administration have been fully paid and discharged; and that said estate is now ready for distribution and in condition to be closed.

5. That Petitioner, and Sally J. Wonnacott, as the sole heirs and distributees of the estate, have waived accounting of the monies and personal property coming into the hands of the Personal Representative, pursuant to § 2-7-811(b)(ix), W.S. 1997.

6. That Frank Kovach, deceased, was unmarried at the time of his death, and left the following persons surviving him as his only heirs at law:

Mark F. Kovach, Son
4877 Montgomery Road
Ellicott City MD, 21043

Sally J. Wonnacott, Daughter
2220 Mountain Road
Rock Springs, WY 82901

286793

RECORDED Oct. 15 2021 12:20PM
IN BOOK 72 Misc. PAGE 641
FEES $ 10.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

7. That on the 20th day of October, 1998, Mark F. Kovach executed an Assignment of Estate Assets, assigning $4,525.00 of his interest in the cash assets of the estate to Sally J. Wonnacott, and that said Assignment has been filed herein.

8. That said heirs survived the decedent and are, therefore, entitled to have all of the residue and remainder of said estate distributed, conveyed and set over to them, in the proportions shown, to have and to hold the same unto themselves, their heirs and assigns forever, as follows:

Name of Heir	Share of Residue
Mark F. Kovach, Son 4877 Montgomery Road Ellicott City, MD 21043	½, less $4,525.00
Sally J. Wonnacott, Daughter 2220 Mountain Road Rock Springs, WY 82901	½, plus $4,525.00

9. The real property of the estate remaining for distribution is described on Exhibit A, attached hereto and by this reference made a part hereof.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that said final report of said Personal Representative be, and the same is hereby, settled, allowed and approved, and that the residue of said estate hereinbefore particularly described, and any other property not now known or discovered, and which may belong to said estate, or in which said estate may have an interest, be, and the same is hereby, distributed, granted, conveyed and set over as follows:

NAME	SHARE OF ESTATE
Mark F. Kovach	½, less $4,525.00
Sally J. Wonnacott	½, plus $4,525.00

IT IS FURTHER ORDERED AND DECREED that the Personal Representative execute any and all assignments necessary to make said transfers, and that, upon the payment and delivery of said residue and remainder as hereinbefore ordered, and upon the payment of any items remaining due and unpaid, and upon the filing of receipts therefor in this Court, the said Personal Representative and his sureties be fully and finally released from their duties as such Personal Representative and sureties.

DONE IN OPEN COURT this 26 day of Sept, 2001.

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 SEP 27 2001

ELLEN SMITH, Clerk of the District Court
County of Sweetwater
State of Wyoming

By _____
Deputy

Exhibit A
Real Property of the Estate of Frank Kovach

Lot Eight (8), Block Four (4) of the Colony Coal Company Addition to the City of Rock Springs, Sweetwater County, Wyoming;

Lot Twelve (12) of the Green River Ranch, Unit B, Sublette County, Wyoming

Two tracts of land (Tract 5 of the Headd Tracts) in the SE¼SE¼ of Section 27, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, particularly described as follows:

1. Starting at the Northeast corner of the SE¼SE¼ of Section 27, T34N, R109W, and proceeding thence Westerly along the North line of the SE¼SE¼ of Section 27, a distance of 1030 feet to a point; thence proceeding S45°00'E, a distance of 310 feet to the point of beginning; thence proceeding N45°00'E, a distance of 100 feet to a point; thence proceeding S45°00'E, a distance of 50 feet to a point; thence proceeding S45°00'W, a distance of 100 feet to a point; thence proceeding N45°00'W, a distance of 50 feet to the point of beginning.

2. Starting at the Northeast corner of the SE¼SE¼ of Section 27, T34N, R109W, and proceeding thence Westerly along the North line of the SE¼SE¼ of Section 27, a distance of 1030 feet to a point; thence proceeding S45°00'E, a distance of 310 feet to a point; thence proceeding N45°00'E, a distance of 100 feet to the point of beginning; thence N45°00'E, a distance of 48.6 feet to a point; thence S52°45'E, a distance of 50.5 feet to a point; thence South proceeding S45°00'W, a distance of 55.4 feet to a point; thence N45°00'W, a distance of 50.0 feet to the point of beginning.

Two tracts of land (Tract 11 of the Headd Tracts) in the SE¼SE¼ of Section 27, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, particularly described as follows:

1. Starting at the Northeast corner of the SE¼SE¼ of Section 27, T34N, R109W, and proceeding thence Westerly along the North line of the SE¼SE¼ of Section 27, a distance of 1030 feet to a point; thence proceeding S45°00'E, a distance of 610 feet to the point of beginning; thence proceeding N45°00'E, a distance of 100 feet to a point; thence proceeding S45°00'E, a distance of 50 feet to a point; thence proceeding S45°00'W, a distance of 100 feet to a point; thence proceeding N45°00'W, a distance of 50 feet to the point of beginning.

2. Starting at the Northeast corner of the SE¼SE¼ of Section 27, T34N, R109W, and proceeding thence Westerly along the North line of the SE¼SE¼ of Section 27, a distance of 1030 feet to a point; thence proceeding S45°00'E, a distance of 610 feet to a point; thence proceeding N45°00'E, a distance of 100 feet to the point of beginning; thence N45°00'E, a distance of 62.2 feet to a point; thence S44°46'E, a distance of 50 feet to a point; thence S45°00'W, a distance of 62.0 feet to a point; thence N45°00'W, a distance of 50.0 feet to the point of beginning.

644

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

CIVIL ACTION NO. 6009

COMMUNITY FIRST NATIONAL BANK OF WYOMING, a national banking organzation,

Plaintiff,

vs-

MARGIE J. THOMAS,

Defendant.

FILED

OCT 15 2001

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

SATISFACTION AND RELEASE OF DEFAULT JUDGMENT

First Community National Bank of Wyoming, Plaintiff above named, has this day received of Margie J. Thomas, Defendant above named, the sum of $115,775.26 and in consideration thereof the Judgment by Default by the Court made and entered herein on the 18th day of May, 2000, and all interest accrued thereon is fully paid and satisfied and released.

Dated this 15th day of October, 2001.

Attorney for Plaintiff
P. O. Box 671
303 West Pine Street
Pinedale, Wyoming

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

286813

RECORDED Oct. 15 2001 1:50 M
IN BOOK 72 Misc. PAGE 644
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

HIGHWAY EASEMENT DEED

THIS DEED, made this 13th day of September, 2001, by and between the UNITED STATES OF AMERICA, acting by and through the Department of Transportation, Federal Highway Administration, hereinafter referred to as the Department, and the **TRANSPORTATION COMMISSION OF WYOMING** hereinafter referred to as the Grantee:

WITNESSETH:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317), for the right-of-way of a highway over certain federal land under the jurisdiction of the Department of the Interior - Bureau of Land Management in the State of Wyoming, which land has been appropriated by the Department, and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for

and,

WHEREAS, the Department of the Interior, acting by and through the **Bureau of Land Management**, in its consent to the appropriation of the federal land, has agreed to the transfer by the Department of an easement over the land to the Grantee;

NOW THEREFORE, the Department, as authorized by law, and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, non discrimination in federally-assisted programs of the Department of Transportation (49 CFR 21.2 - 21.23) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby grant to the Grantee an easement for right-of-way for the construction, operation, and maintenance of a highway and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described federal land within the United States in the County of **Sublette**, State of Wyoming, 6th Principal Meridian

T.31N., R.111W.
Section 28, NW¼NE¼

on the following plats:

Drawing No. **n/a** Dated **rev. 02-19-99** Number of Sheets **1 of 1** Marked Exhibit "A" attached hereto and made parts hereof, subject, however to the following terms and conditions:

(1) Outstanding valid claims, if any, existing on the date of this grant, and the Grantee shall obtain such permission as may be necessary on account of any such claims;

(2) Construction of the highway facility is to be undertaken by the Grantee in compliance with the Act entitled "An Act for the preservation of American Antiquities" approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), and State laws where applicable, and the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-470LL);

(3) The easement herein granted shall terminate 10 years from the date of the execution of this deed by the United States of America in the event construction of a highway on the right-of-way is not started during such period;

(4) The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of construction, operation, and maintenance of a highway in accordance with the approved plans described in the following condition numbered (5) and does not include the grant of any rights for non-highway purposes or facilities: Provided, that the right of the Bureau of Land Management to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Federal Highway Administration shall be consulted prior to the exercise of such rights: and Provided, further that nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits;

286822

ACCEPTED Oct 15 2001 3:05 PM
IN BOOK 72 Misc. PAGE 645
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Sexton

(5) The design and construction of highway projects situated on this right-of-way will be in accord with the provisions of Title 23, U.S.C. Highways, and Amendments; the provisions of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration; the construction specifications of the Wyoming Department of Transportation as approved by the Federal Highway Administration for use on federal-aid projects; and the following terms and conditions specified by the Bureau of Land Management in an attachment hereto, marked Exhibit and by this reference made part hereof;

(6) Consistent with highway safety standards, the Grantee shall:

(a) Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside of construction limits.

(b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species, as specified in No. (5) above, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall maintain all terracing, waterbars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

(7) The Grantee shall establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans without first obtaining approval;

(8) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety;

(9) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Department after consultation with the Bureau of Land Management. Application for such approval must be in writing and specify the time, methods, chemicals, and the exact portion of the right-of-way to be chemically treated;

(10) When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and land shall immediately revert to the full control of the Secretary of the Department of the Interior or his assigns.

The Grantee, in consideration of the conveyance of said land, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that (a) no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such land hereby conveyed, (b) that the Grantee shall use said land so conveyed in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation, in effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have the right to re-enter said land and facilities on said land, and the above-described land and facilities shall thereupon revert to and vest in and become the absolute property of the Department of Transportation and its assigns, as such interest existed prior to this instrument.

IN WITNESS WHEREOF, I, Allen B Ball, Assistant DA, Jr., Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

In Presence of:

Carol J Graham

BY Allen R Ball
for Division Administrator

STATE OF Wyoming)
) SS
COUNTY OF Laramie)

I, Carol J Graham, a Notary Public in and for the State of Wyoming, do hereby certify that on this the 13th day of September, 2001, before me personally appeared, Allen R Ball PE, Asst Div Adm, Division Administrator, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of Sept 13, 2001, was executed by him/her in his/her official capacity and by authority in her/him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be her/his free act and deed as Division Administrator, Federal Highway Administration.

Witness my hand and seal this 13th day of September, 2001.

(SEAL)

Carol J Graham
NOTARY PUBLIC

My Commission Expires June 1, 2002

In compliance with the conditions set forth in the foregoing deed, the **Transportation Commission of Wyoming**, certifies, and by the acceptance of this deed, accepts the right-of-way, on behalf of the **Wyoming Department of Transportation**, over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

BY B. Patrick Collins
Director,
Wyoming Department of Transportation

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 3rd day of SEPTEMBER, 20 01, by B. PATRICK COLLINS.

(SEAL)

Barbara Chancellor
NOTARY PUBLIC
Commission Expires 22 March 2005

WYOMING DEPARTMENT OF TRANSPORTATION

Proj. No. 011-4(21)

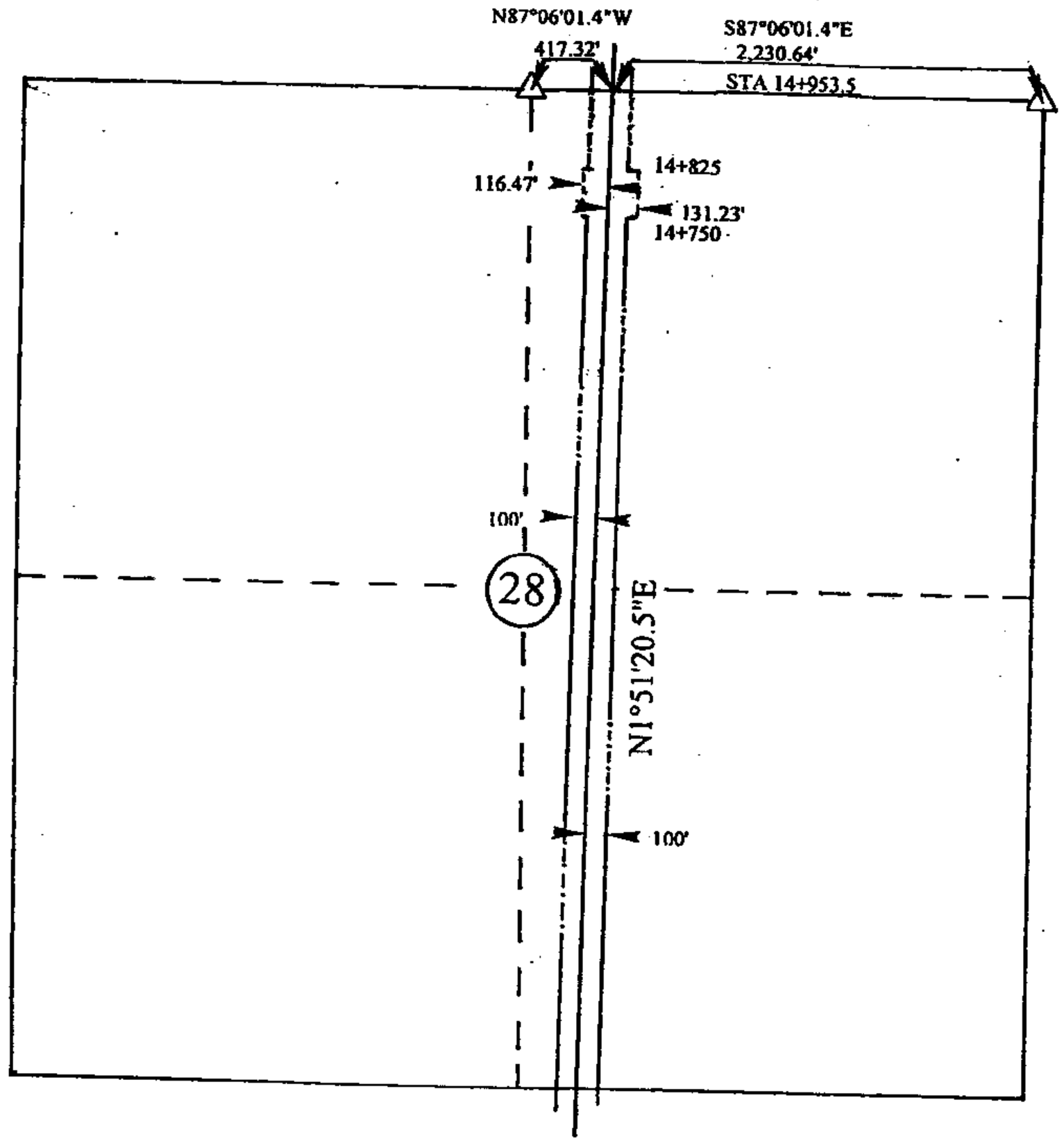


EXHIBIT "A"

NOTE: Right-of-Way through Federal Lands are shown—
Existing Right-of-Way ———·—·—·———
Proposed Right-of-Way ——— – – – ———

Corner found ..... △

Bearings and distances shown on this application are based on The Wyoming State Plane System, modified by an adjustment factor of 1000400000.

Private Land .....

Serial Number WYW-146644

revised February 19, 1999

MAP

Accompanying application for Right of Way for a highway, as provided in Federal-Aid Highway act of August 27, 1958, (72 Sta. 885), Title 23, United States Code, Section 317.

Scale:-- 1inch = 1,000 feet
SECTION...28.....
TOWNSHIP 31 ...NORTH
RANGE..111.....WEST

Sublette .....COUNTY

SHEET...1...OF...1....SHEETS

ATTORNEYS LIEN RELEASE

COMES NOW KEN COPPLE OF KEN COPPLE AND ASSOC. P.C. AND HEREBY RELEASES ANY AND ALL LIENS AS EVIDENCED BY ORDERS FROM THE BANKRUPTCY COURT FOR THE DISTRICT OF WYOMING IN THE MATTER OF IN RE MARGIE THOMAS, CASE #99-20329 WHICH MAY APPEAR AS LIENS AGAINST REAL PROPERTY IN SUBLETTE, COUNTY, WYOMING, DESCRIBED ON EXHIBIT# A ATTACHED HERETO. Recorded February 20, 2001 in Book 72, Page 23, records of Sublette County, Wyoming.

DATED 10/12/01

KEN COPPLE AND ASSOC. P.C.

State of Wyoming)
)ss:
County of Laramie)

The foregoing instrument was acknowledged before me by Ken Copple this 12th day of October, 2001.

RENEE LARSON - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES 3-3-03

Notary Public

286836

RECORDED Oct 15 20 01 4:40 PM
IN BOOK 72 Misc PAGE 649
FEES $ 8.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

Exhibit "A"

SCHEDULE C

The land referred to in this commitment is situated in the State of Wyoming, County of Sublette, and is described as follows:

TOWNSHIP 33 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 13:	W½SW¼;
Section 14:	E½W½, SE¼;
Section 22:	E½W½, E½;
Section 23:	All of Section;
Section 24:	NW¼NW¼;
Section 25:	NW¼NW¼;
Section 26:	N½NE¼, W½;
Section 27:	NE¼, E½NW¼, NE¼SE¼

IN THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF	)	
	)	
MARIE McGINNIS GRAVES,	)	Probate No. 1737
also known as MARIE M. GRAVES,	)	
Deceased.	)	

FILED

SEP 27 2001

MARILYN M. JENSEN
CLERK OF DISTRICT COURT

ORDER ADOPTING FOREIGN PROBATE PROCEEDINGS AND DECREE OF DISTRIBUTION

This matter came on for hearing before this Court upon the Petition for Admission of Foreign Probate Proceedings, pursuant to W.S. §2-11-201, filed by **KATHRYN CATALANO**, Personal Representative of the Estate of **MARIE McGINNIS GRAVES**, deceased, and the Court having considered the Petition and now being duly and fully advised in the premises finds:

1.

MARIE McGINNIS GRAVES died in the city of Greenwood Village, Colorado, on August 8, 1999, a resident of the State of Colorado.

2.

The Last Will and Testament of the Decedent was duly admitted to probate on August 26, 1999, File No. 99PR776, Division 5, in the District Court in and for Arapahoe County, Colorado. The following documents from the court of primary jurisdiction were filed in these probate proceedings:

a. A copy of the Informal Probate of Will and Informal Appointment of Personal Representative;

b. An authenticated copy of the Last Will and Testament of **MARIE McGINNIS GRAVES**;

c. An authenticated copy of Letters Testamentary issued to Kathryn Catalano; and

d. A copy of the Inventory.

3.

The court having reviewed the file herein and being duly advised in the premises, FINDS that this Court has jurisdiction over the proceedings, that no objections have been filed

286855

RECORDED Oct. 16 2001 10:25 A
IN BOOK 72 Misc. PAGE 651
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, MARILYN M. JENSEN
By Cathy Scaton

of record after proper publication of the Notice of Probate, and that the Petition for Admission of Foreign Probate Proceedings should be granted.

The Court further finds that the names, relationships and residences of the distributees named in the Decedent's Will, are:

Name	Address	Relationship
Kenneth S. Graves	(Deceased 12/19/1997)	Husband
Kathryn Catalano	7085 S. Harrison St. Littleton, CO 80122	Niece
Glenn M. Graves	(Deceased - 9/1997)	Stepson
Holly K. Graves %Dominic Amadio	100 34th Street N. St. Petersburg, FL 33713	Stepdaughter
Christina Neu	2393 W. Parkhill Ave. Littleton, CO 80120	Grandniece
Alice Schaffer	(Deceased - 8/5/1997)	Sister
First Plymouth Foundation	% John W. Low, President, Sherman & Howard, LLC 633 17th St., Ste 3000 Denver, CO 80202	Specific Devisee
Colorado Humane Society	2760 S. Platte Dr. Englewood, CO 80110	Specific Devisee

The Court further finds that of those devisees who predeceased the Decedent, following is a list of their descendants' names, addresses and relationships:

Predecessor	Descendent	Address	Relationship
Alice Schaffer:	Richard Schaffer	(Deceased)	Son
	Lorraine McWilliams	(Deceased)	Daughter
Richard Schaffer:	Mike Schaffer	P.O. Box 344 Big Piney, WY 83113	Son
	Shawn Bryan	3201 West 2nd Avenue RoKennewick, WA 99336	Daughter
Lorraine Schaffer McWilliams :	Kenneth McWilliams	2804 E. Lexington Court Gilbert, AZ 85234	Son
Glenn Graves:	Jennifer Sertl	45 Knickerbacker Rd. Pittsford, NY 14534	Daughter

Christopher Graves	1884 Big Flat Rd. Missoula, MT 59804	Son
Nichole Graves	1884 Big Flat Rd. Missoula, MT 59804	Daughter

The Court further finds that the devisees of the mineral interests subject to probate in Wyoming should be distributed, pursuant to Section 3 of the Last Will and Testament of the Decedent, to the following devisees in the following percentages:

Kathryn Catalano	Fifty percent (50%)
Kenneth McWilliams	Twenty-five percent (25%)
Mike Schaffer	Twelve and one-half percent (12.5%)
Shawn Bryan	Twelve and one-half percent (12.5%)

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. The certified copies of the proceedings in the Estate of **MARIE McGINNIS GRAVES**, deceased, had and conducted in the District Court in and for Arapaho County, Colorado, on file herein be and the same hereby are, admitted to record in this Court.

2. Probate of **MARIE McGINNIS GRAVES'** estate in the State of Wyoming is hereby dispensed with, and the certified copies of the foreign probate proceedings shall, from this date forward, be considered and treated as original proceedings in this Court, and shall be conclusive evidence of the the facts therein shown.

3. The Decedent's interests located in Sublette and Lincoln Counties, Wyoming, as described more fully in the Second Amended and Restated Report of Appraisal filed of record with this Court, together with any after-discovered property described under Section 3 of the Last Will and Testament of the Decedent hereby are distributed and set over unto the devisees of Marie McGinnis Graves, deceased, under the terms of her Last Will and Testament, as follows:

Kathryn Catalano	Fifty percent (50%)
Kenneth McWilliams	Twenty-five percent (25%)
Mike Schaffer	Twelve and one-half percent (12.5%)
Shawn Bryan	Twelve and one-half percent (12.5%)

4. This Order Adopting Probate Proceedings shall be recorded by the appropriate County Clerks, thus setting aside the interests as described herein to the devisees named in **MARIE McGINNIS GRAVES**' Last Will and Testament.

DONE in open court this 27th day of September, 2001.

DISTRICT 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

IN THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

FILED

JAN 25 2001

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

IN THE MATTER OF THE ESTATE OF)
)
MARIE McGINNIS GRAVES,) Probate No. 1737
also known as MARIE M. GRAVES,)
Deceased.)

AMENDED AND RESTATED REPORT OF APPRAISAL

I, KATHRYN CATALANO, Personal Representative of the Estate of MARIE McGINNIS GRAVES, being first duly sworn upon oath, do depose and say:

1.

KATHRYN CATALANO was duly appointed and qualified as Personal Representative of the Estate of MARIE McGINNIS GRAVES. Letters Testamentary were issued to her by the Arapahoe County District Court, State of Colorado, on August 26, 1999, which Letters are in full force and effect in Wyoming by Order Admitting Foreign Probate Proceeding, which was filed on June 1, 2000.

2.

The Report of Appraisal which was filed on November 3, 2000, included a real property interest valued at $2,000. That real property interest, located in Sublette County, Wyoming, and more particularly described as follows:

> An undivided one-third (1/3) of eight-thirtyfifths (8/35) interest in and to the following property, to-wit:
>
> Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming
> Section 19: Lot 2 (SW¼NW¼), (SE¼NW¼)
>
> Township 28 North, Range 113 West of the 6th P.M., Sublette County, Wyoming
> Section 17: Tract 38 (fka NE¼SW¼) and
> Tract 40 (fka SW¼SE¼);
> Section 21: Tract 42 (fka SE¼NW¼)

was not owned by the Decedent at the time of her death. Information received subsequent to the filing of the Report of Appraisal indicates that the Decedent had no title to the property. As a result, the original Report of Appraisal is amended in order to delete the above-described property, and to restate the appraisal of the mineral interests held by the Decedent at the time of her death.

The following Amended and Restated Report of Appraisal contains a true statement of all of the Estate of the Decedent subject to probate in Wyoming which has come to the knowledge and possession of the undersigned. There are no Wyoming assets listed in the inventory which have a readily determinable market value. As to Wyoming assets listed in the inventory that do not have a readily determinable market value, an appraiser has been employed by the Personal Representative to determine the value of the mineral interests in the Estate (a copy of the appraisal letter is attached as Exhibit B), and those assets and the values placed thereon by the appraiser are as follows, to-wit:

Mineral Interests (see Exhibit "A" for legal description)		
Value of Figure Four Unit, McDonald Draw Unit, BNG & C Wells (see Exhibit "B" page 3)	$ 2,500	
Value of Tip Top Unit B Wells (see Exhibit "B" page 3)	7,000	
Value of Craig's Draw I Wells (see Exhibit "B" page 3)	3,750	
Total Value of Mineral Interests		13,250
Total Appraisement under W. S. §2-7-404(a)(ii)		$ 13,250

Summary:

Total Appraisement under W.S. §2-7-404(a)(i)	**$ 0**
Total Appraisement under W. S. §2-7-404(a)(ii)	**13,250**
Total Report of Amended and Restated Appraisal	**$ 13,250**

DATED this 23rd day of January, 2001.

Kathryn Catalano personal rep.
KATHRYN CATALANO,
Personal Representative

Darlene L. Reiter, Attorney for
Personal Representative
934 North Main Street
Sheridan, Wyoming 82801
(307) 673-4888

STATE OF COLORADO)
) ss
City & County of Denver)

I, KATHRYN CATALANO, being first duly sworn upon oath, do depose and say: I am the Personal Representative; I have read the foregoing Amended and Restated Report of Appraisal, know and understand its contents, and believe them to be true.

Kathryn Catalano personal rep
KATHRYN CATALANO

Subscribed and sworn to before me this 18TH day of January, 2001, by Kathryn Catalano, Personal Representative.

Kathleen A. Lantz
Notary Public

My Commission Expires:

My Commission Expires Oct. 6, 2004

657

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "NEW FORK MEADOWS LARGE TRACT DEVELOPMENT"

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 3RD day of OCTOBER, 2001, by **MICHAEL C. IRWIN** and **SHERRI T. IRWIN,** husband and wife, and **STEVEN B. GABRIELSON** and **MARY L. GABRIELSON,** husband and wife, (the Declarants). The real property, as described more particularly on Exhibit "A" (the Property), contains significant wildlife habitat and is of high scenic and natural value and Declarants are adopting the following Covenants, Conditions and Restrictions to preserve and to maintain the natural character and value of the Property for all Owners of the Property or any part thereof.

NOW THEREFORE, Declarants hereby declare 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. "Declarants" shall mean and refer to **MICHAEL C. IRWIN** and **SHERRI T. IRWIN,** husband and wife, and **STEVEN B. GABRIELSON** and **MARY L. GABRIELSON,** husband and wife,

B. "Map" shall mean and refer to that certain Large Tract Development Map for New Fork Meadows recorded in the records of the Sublette County Clerk, Sublette County, Wyoming on 8/2/01, in Book 72 of Misc., at Page 425.

C. "Tract" shall mean and refer to any of the single family residential tracts of land as described on the Map.

D. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Tract.

E. "Property" shall mean and refer to that certain real property making up New Fork Meadows as more particularly described on Exhibit "A" which is attached hereto and made a part hereof.

F. "Common Road" means the private roadway within the Property that provides access to the individual Tracts as shown on the Map.

G. "Common Services" means roadway maintenance, utility line maintenance and other common services provided to the Property.

H. "Site Committee" shall mean and refer to the site committee as described in Section 6 hereinafter.

2. Design and Construction Standards. The following standards and restrictions

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IN BOOK 72 Misc. PAGE 658
FEES $ 30.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scafen

are applicable to the construction, remodeling, alteration and exterior refinishing of any and all structures, improvements and development on each Tract.

A. All improvements shall be of new construction. Pre-fabricated, manufactured or modular construction shall not be allowed. This restriction shall not apply to individual structural components such as roof trusses, floor joists, stress skin panels, glu-lam beams, logs, timber frames, etc.

B. Exterior materials shall be new materials except for architectural detailing that may utilize used materials (e.g., weathered logs or other aesthetically pleasing materials). Except as expressly permitted by the Site Committee or as set out in this section, all buildings and structures shall be constructed with log or wood siding materials. Accessory buildings may be constructed with metal sheathing. Any metal accessory building or metal roof shall only be allowed in subdued earth tones colors.

C. Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservative. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat anodized or painted. Exterior colors shall be subdued.

D. The minimum floor area of the primary dwelling shall be not less than 1,500 square feet of living space, exclusive of a garage, carport or unenclosed porches or decks. Basement areas shall not be included in the calculation of living space for the purpose of this provision.

E. Roofs shall have minimum pitch of 4 feet per 12 feet. All primary roofs shall have a minimum overhang of 2 feet. Solar collectors shall not be considered to be roofs.

F. No structures shall be permitted on any Tract which are detached or separated from the primary dwelling unit unless located within a reasonably compact area adjacent to the primary dwelling unit unless otherwise approved by the Site Committee.

G. All fencing shall comply with the following requirements:

(i) All common fences between Tracts and interior or cross fencing of the Tracts shall comply with the restrictions set out in this sub-section (I). All such fences shall be constructed with wood posts and poles (posts and poles or bucks and rails) or wood posts and smooth wire with a pole top rail. Total height of said fencing shall not exceed forty (40) inches in height. The bottom pole, rail or strand of said fencing shall be at least sixteen (16) inches off of the ground. Barbed wire fencing shall not be allowed except as otherwise set out hereinafter. These restrictions are meant to ensure that wildlife movement on and across the Property may not be unduly impeded. Exterior fences of Tracts that adjoin lands not within the Property shall comply with the restrictions set out herein but may be constructed of barbed wire at the discretion of the concerned Tract owner. This type of construction is allowed in recognition that the lands adjoining the Property are used in cattle ranching operations.

(ii) Privacy fences may be permitted immediately adjacent and contiguous to the structures and shall be made of wood material.

(iii) A dog-run fence (chain link) may be permitted provided that it is not more than 200 square feet.

(iv) Steel panels and electrical tape may by use for temporary corrals.

(iv) No fencing or gates shall be constructed across the Common Road. Cattle guards may be installed across the Common Road with the approval of the Committee.

H. Exterior lighting fixtures shall not cause glare to any adjacent Tract.

I. All utility lines shall be installed underground. Fuel storage tanks shall be buried, and butane, propane and other liquified petroleum gas shall not be used for fuel unless the storage facilities therefor are adequately screened or otherwise concealed to the satisfaction of the Site Committee.

3. Maintenance Assessments.

A. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Tract 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 Site Committee:

(i) Annual Assessments or charges; and,

(ii) Special assessments, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a lien prior to any other liens or encumbrances (e.g., mortgages) against the Tracts and shall be a continuing lien upon the Tract against which each such assessment is made. 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 Tract at the time when the assessment became due and payable.

B. Purpose of Assessments. The assessments levied by the Site Committee shall be used exclusively to promote the health, safety and welfare of the residents of the Property, to include the road maintenance for the Common Roads and utility line maintenance, mailing costs and other expenses incurred on behalf of the Site Committee, including but not limited to professional fees and litigation costs incurred in connection with the enforcement of these Covenants, Conditions and Restrictions.

C. Annual Assessment, The Site Committee shall fix the amount of the annual assessment based upon its estimate of the funds necessary for the purposes set out in Section B above. Such annual assessment shall not exceed the sum of $20.00 per acre for each concerned Tract.

D. Special Assessment, In addition to the annual assessments authorized

above, the Site Committee may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property or the Common Roads, including fixtures and personal property related thereto or for such other necessary costs required to fulfill the purposes of these Covenants, Conditions and Restrictions.

E. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate per acre for all Tracts and may be collected on a monthly, annual or other interval determined by the Site Committee. The Site Committee shall not have any duty to provide winter road maintenance or snow removal.

F. Effect of Nonpayment of Assessments: Remedies of the Site Committee. 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 Site Committee may bring an action at law against the Owner personally obligated to pay the same or foreclosure the lien against the Tract. No Owner may waive or otherwise escape liability for the assessments provided for herein.

4. Further Subdivision of Tracts. No Tract as depicted on the Map shall be further subdivided.

5. General Restrictions. The following general restrictions shall apply to the Property:

A. Each Tract shall be used only for residential purposes. Not more than one family (including the Owners, servants and guests) shall occupy such Tract; provided however, that nothing in this paragraph shall be deemed to prevent any artist, artisan, craftsman or other professional from pursuing his artistic or other calling upon the Tract, so long as he or she is self-employed, has no employees working on such Tract, and does not advertise any product or work for sale to the public upon such Tract.

B. Only the following buildings and structures may be built on each Tract; a primary dwelling unit, an attached or detached garage, a guest house, a barn, other ranch related buildings and other buildings ancillary to the foregoing.

C. No noxious or offensive activity shall be carried on on any Tract, 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 Tract.

D. No domestic animals shall be permitted on the Property other than house pets and horses and other domestic grazing animals that are being raised for 4-H projects. No Tract shall at any time be used to harbor or board more than eight (8) household adult weaned house pets, of which no more than four (4) shall be dogs, ten (10) horses or two (2) other domestic grazing animals that are being raised for 4-H projects. Notwithstanding the foregoing, no Tract shall be denuded of its grass and the harboring of animals shall not

be allowed if it becomes a nuisance to other Owners of the Property. Horses and other domestic grazing animals that are being raised for 4-H projects must be restrained by means of an approved fence within the boundaries of each Parcel.

E. No house trailer, manufactured or mobile home, tent, teepee, yurts or similar structure shall be kept, placed or maintained upon any Tract at any time; provided however, that the provision of this paragraph shall not apply to childrens' tents, teepees or play structures, or to temporary construction shelters maintained during, and used exclusively in connection with, the construction with any work or improvements permitted hereby. No persons shall reside in or live in such temporary construction shelters or facilities unless specially approved by the Site Committee. Recreational vehicles may be parked and occupied temporarily on a Tract for a period of time not to exceed thirty (30) days in length in any one calendar year. Recreational vehicles, camp trailers, truck bed campers may be stored on any lot without time restriction provided the same is not used for overnight occupancy and a residence has been previously constructed on the lot in question.

F. No mining, drilling, excavation or other mineral extraction or drilling activity shall be permitted on any Tract, including removal of gravel and sand; provided that excavation for construction (including roadways) or landscape purposes is permitted.

6. Site Committee. There shall be a Site Committee that shall consist of three (3) members. The initial Site Committee shall be composed of **MICHAEL C. IRWIN, SHERRI T. IRWIN** and **STEVEN B. GABRIELSON**. After any Tract is sold by the Declarants, the members of the Site Committee shall be appointed by the Owners. Each Parcel shall appoint one member of the Committee regardless of the number of Owners of an individual Parcel. A Parcel's appointment shall be made by a majority of its Owners. Vacancies in the Committee caused by death, resignation or inability to act shall be filled by appointment by the Owners of the Parcel which appointed the member from which the vacancy is caused. All members of the Committee once elected shall serve until removed by a vote of the majority of the Owners of the Parcel making the initial appointment. It shall be the duty of the Site Committee to consider and act upon proposals, plans and specifications submitted to it from time to time and to perform such other duties from time to time delegated to it by the Owners.

The Site 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 of two (2) members shall constitute an act by the Site Committee.

No building, structure, sign, fence, remodeling or improvement of any kind shall be erected, placed, constructed or permitted on any Tract until the plans, specifications and exterior material have been approved in writing and a building permit has been issued by the Site Committee. The Site 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 minimize obstruction or diminution of the view of others; to preserve visual continuity of the area; to assure that any change will be of good and attractive design and in harmony with the rustic and natural setting of the Property; to maintain the timbered nature of the Property; and to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area.

Prior to commencing any construction or improvements on any Tract, an Owner shall submit plans and specifications to the Site Committee for its review. The Site 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 Site Committee that shall constitute the required building permit.

The Site Committee may grant a variance from the provisions of these conditions, covenants and restrictions relating to the improvements, the location of improvements, landscaping and other features of the Tracts, but the Committee shall not in any event be empowered to change the use thereof for other than exclusive residential use.

7. Grants and Reservations of Easements. The Declarants hereby grant and reserve for their benefit and all Owners the following perpetual easements on and for the Property:

A. An easement for ingress and egress on, over and across the Common Road (as depicted on the Map) which is to be private for the use and benefit of and appurtenant to the Property, the Declarants, all Tract Owners, their guests, invitees and licenses and other individuals or entities as may from time to time be granted permission to use the Common Road by the Declarants or Owners. No person shall use the Common Road in any way that will impair the rights of others to use it and shall not obstruct passage thereon in any way.

B. An easement on, over, across, through and under the Common Road (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) for utility services including, without limitation, electric, telephone, cable television, water and any other utility services for the benefit of the Declarants and Owners.

9. Enforcement. The Site 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 Site 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 twenty (20) years after which time they shall be automatically extended for successive period of twenty (20) years unless terminated by a unanimous vote of the Owners of Tracts.

11. Amendment. This declaration may only be amendment by a written document executed and acknowledged before a Notary Public by all Tract Owners. Any such amendment shall be effective when it is 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.

DATED this 3RD day of OCT, 2001.

MICHAEL C. IRWIN

SHERRI T. IRWIN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Declaration Of Covenants, Conditions And Restrictions Of "New Fork Meadows Large Tract Development** was acknowledged before me by MICHAEL C. IRWIN and SHERRI T. IRWIN, this 3rd day of October, 2001.

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

DATED this 8th day of October, 2001.

STEVEN B. GABRIELSON

MARY L. GABRIELSON

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing **Declaration Of Covenants, Conditions And Restrictions Of "New Fork Meadows Large Tract Development** was acknowledged before me by STEVEN B. GABRIELSON and MARY L. GABRIELSON, this 8th day of October, 20 01.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

CAROL H. GONNELLA - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires May 23, 2002

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BOOK 420 PR PAGE 104

No. 5251
Lateral A-1 Crossover
Pipeline LN 725

STATE OF WYOMING

286870

RECORDED Oct. 16 2007 11:35 AM
IN BOOK 72 Misc. PAGE 6666
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scates

TO

Williams Gas Processing

GRANT OF EASEMENT FOR

16" Natural 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 Seven thousand three hundred seventy-two and 90/100 dollars ($7,372.90) grant to Williams Gas Processing for the uses and purposes and upon the conditions hereinafter set forth, an easement for 16" Natural Gas Pipeline over a certain tract of land situated in the Counties of Lincoln and Sublette State of Wyoming, more particularly described as follows:

Parcel I

All that portion of the E½E½ of Section 12, T.26N., R.113W., of the 6th P.M., Lincoln County, Wyoming, lying between parallel right of way lines 40 feet apart, being 20 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin in the SE¼SE¼ of said Section 12 and end on the north boundary of said Section 12:

Beginning at a point in the SE¼SE¼ of said Section 12 from which the southeast corner of said Section 12 bears S.10°44'E. a distance of 382.8 feet;

thence N.00°54'W. a distance of 101.9 feet;

thence N.00°12'W. a distance of 4,769.5 feet, more or less, to a point on the north boundary of said Section 12 from which the southwest corner of Section 6, T.26N., R.112W., being monumented by a brass cap, bears S.08°56'E. a distance of 419.7 feet.

The above described parcel of land contains 4.47 acres, more or less.

Parcel II

All that portion of the E½E½ of Section 1, T.26N., R.113W., of the 6th P.M., Lincoln County, Wyoming, lying between parallel right of way lines 40 feet apart, being 20 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin on the south boundary of said Section 1 and end on the north boundary of said Section 1:

Beginning at a point on the south boundary of said Section 1 from which the southwest corner of said Section 6, T.26N., R.112W., being monumented by a brass cap, bears S.08°56'E. along the west boundary of said Section 6 a distance of 419.7 feet;

thence N.00°12'W. a distance of 2,278.3 feet;

thence N.03°30'W. a distance of 824.8 feet;

thence N.01°29'E. a distance of 1,533.4 feet;

thence N.00°17'E. a distance of 2,117.0 feet, more or less, to a point on the north boundary of said Section 1 from which the northeast corner of said Section 1, being monumented by a brass cap, bears east along the north boundary of said Section 1 a distance of 93.3 feet.

The above described parcel of land contains 6.20 acres, more or less.

Williams Gas Processing

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Parcel III

All that portion of the E½SE¼ of Section 36, T.27N., R.113W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 40 feet apart, being 20 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin on the south boundary of said Section 36 and end in the SE¼SE¼ of said Section 36:

Beginning at a point on the south boundary of said Section 36 from which the southeast corner of said Section 36, being monumented by a brass cap, bears east along the south boundary of said Section 36 a distance of 93.3 feet;

thence N.00°17'E. a distance of 502.5 feet;

thence N.23°03'W. a distance of 87.4 feet, more or less, to a point in the SE¼SE¼ of said Section 36 from which the southeast corner of said Section 36 bears S.12°07'E. a distance of 600.6 feet, said point also being a point on existing State of Wyoming Rights of Way No. 673 and No. 4113.

The above described parcel of land contains 0.54 acres, more or less.

These descriptions are based on a survey done under the supervision of Dick R. Griffin, Wyoming L. S. No. 2785, in October 1991.

The above described tract being more specifically shown upon a map in the State Land Office, filed with and made a part of an application for right of way.

TO HAVE AND TO HOLD for continuous use said easement over the above described land for the use and benefit to locate, construct, control, maintain, improve, relocate, and repair, within the designated right of way.

PROVIDED, That the easement granted hereby shall never be used so as to interfere with or impair the full development of the land embraced therein for its minerals or coal, or interfere with or impair the full or complete extraction therefrom by the State of Wyoming or its legal grantees or lessees of all minerals or coal contained in said land, including oil and gas.

PROVIDED FURTHER, That the easement granted hereby shall not be used to the detriment or injury of the grazing or agricultural leases or purchasers of said land from the State of Wyoming, or their livestock or property, or so as to interfere with their use and enjoyment of the surface embraced in the easement for grazing purposes or the cultivation of crops.

PROVIDED FURTHER, That upon the abandonment or discontinuance of the use of said tract of land for said purpose for which granted, the rights of said grantee to the use of said land and easement shall terminate and cease, and all rights and interest vested in said grantee by this grant of easement shall revert to the State of Wyoming, its successors and assigns, the same as if this grant had never been made.

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

IN TESTIMONY WHEREOF, The Board of Land Commissioners has caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be here unto affixed the 15th day of February, A.D. 1993.

Mike Sullivan, Governor,
President Board of Land Commissioners

Countersigned:

Howard M. Schrinar, Director
State Land and Farm Loan Office

(SEAL)

Examined

6167

6668

VICINITY MAP

SCALE: 1" = 2000'

CERTIFICATE OF APPROVAL

PURSUANT TO SUBLETTE COUNTY ZONING AND DEVELOPMENT REGULATIONS, THE FOREGOING AMENDED PLAT OF THE McAMIS LOT DIVISION WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS ON THE 16TH DAY OF October, 2001.
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, 1997, 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

SUBLETTE COUNTY

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RECORDED Oct. 17 2001 9:55 AM
IN BOOK 72 Misc. PAGE 668
FEES $50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Loader

AMENDED PLAT
OF THE
McAMIS LOT DIVISION
CREATING TRACT 3 AND TRACT 4
AND
VACATING TRACT 1 AND TRACT 2
LOCATED IN
LOT 2, SECTION 4,
T.34N., R.110W., OF THE 6TH P.M.
SUBLETTE COUNTY, WYOMING

[redacted] [redacted] [redacted]

CERTIFICATE

I, Don Hager, the undersigned, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of Kerr-McGee Rocky Mountain Corporation (formerly HS Resources, Inc.), a Delaware corporation, and that, in the absence of the Secretary, I maintain the corporate records and the corporate seal of said Corporation.

I also certify that the attached is a true and correct copy of the Certificate of Name Change from HS Resources, Inc. to Kerr-McGee Rocky Mountain Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 28 day of August, 2001.

Don Hager, Assistant Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 28 day of August, 2001, before me personally appeared Don Hager to me known to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same and, being by me duly sworn, did depose and say that the statements therein contained are true.

Karen D. Hanson
Notary Public

My Commission Expires:
Oct. 30 2004

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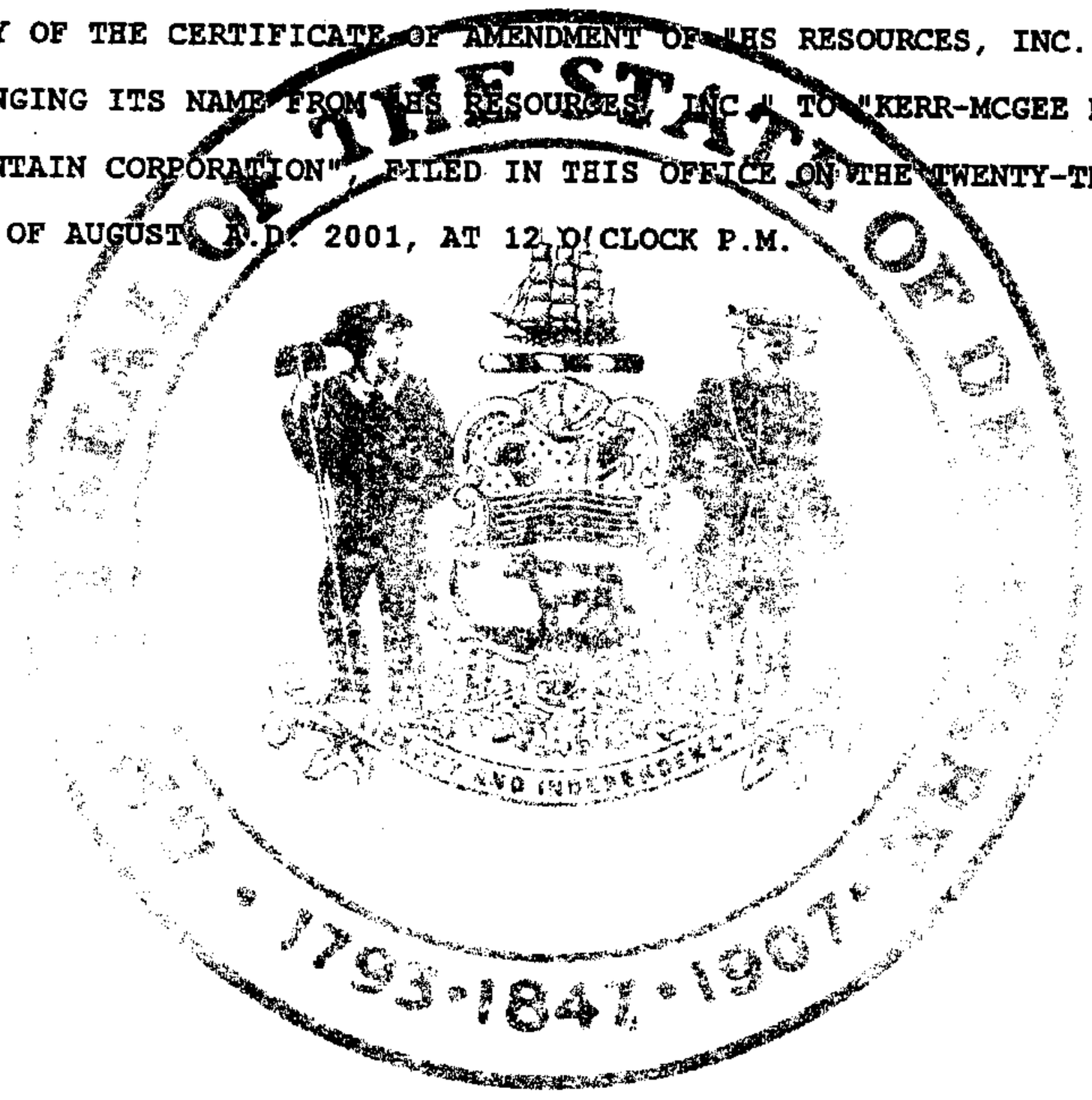
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IN BOOK 72 Misc. PAGE 669
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Q:\AB\Certific\Rocky Mountain\Certificate of Inc.

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HS RESOURCES, INC.", CHANGING ITS NAME FROM "HS RESOURCES, INC." TO "KERR-MCGEE ROCKY MOUNTAIN CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF AUGUST, A.D. 2001, AT 12 O'CLOCK P.M.



2115773 8100

010418515

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1311131

DATE: 08-23-01

STATE OF DELAWARE
DIVISION OF CORPORATIONS
FILED 12:00 PM 08/23/2001
010416198 - 2115773

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION

*****

HS RESOURCES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,
DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board adopted a resolution proposing and declaring advisable the following amendment to the Restated Certificate of Incorporation of said corporation:

RESOLVED, that the Restated Certificate of Incorporation of HS RESOURCES, INC. be amended by changing the first Article thereof so that, as amended, said Article shall be and read as follows:

First: The name of the corporation is :

KERR-McGEE ROCKY MOUNTAIN CORPORATION

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions
of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said HS RESOURCES, INC. has caused this certificate to be signed by Don Hager, its Assistant Secretary, this 22 day of August, 2001.

HS RESOURCES, INC.

By Don Hager
Don Hager, Assistant Secretary

672

RELEASE OF MECHANIC'S LIEN

That certain notice of lien executed by the undersigned against Margie J. Thomas and claiming a lien upon the following described real estate property situated in the County of Sublette, State of Wyoming, to-wit:

T33N, R113W

Section 13	-	W½SW¼
Section 14	-	E½W½, SE¼
Section 22	-	E½W½, E½
Section 23	-	All
Section 24	-	NW¼NW¼
Section 25	-	NW¼NW¼
Section 26	-	W½, N½NE¼
Section 27	-	NE¼, E½NW¼, NE¼SE¼
		2280 acres, more or less

dated on the 28th day of November 2000 and recorded in the Office of the Clerk of Sublette County on the 16th day of January, 2001 in Book 71 of Miscellaneous on page 692 with accession number 282223, is hereby released, the claim thereunder having been fully paid and satisfied.

Witness my hand this 16th day of October, 2001.

SURVEYOR SCHERBEL, LTD.

Paul N. Scherbel, President

Attest:

SURVEYOR SCHERBEL, LTD. CORPORATE SEAL 1960 WYOMING

Rachel A. Scherbel, Secretary

State of Wyoming
County of Sublette

On this 16th day of October, 2001 before me personally appeared Paul N. Scherbel to me personally known, who, being by me duly sworn, did say that he is the President of SURVEYOR SCHERBEL, LTD., 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 Y. HOFFMAN
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires 3 Dec. 2003

Notary Public

My commission expires: 3 Dec. 2003

286894

T33r113 thomas-mechanic release

RECORDED Oct 18 2001 935AM
IN BOOK 72 MISC PAGE 672
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hooker

286968

RECORDED Oct. 22 2001 11:35AM
IN BOOK 72 Misc. PAGE 673
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seuter

PARCEL IDENTIFICATION #
WORK ORDER #13393
SEC.34, T37N, R111W

RELEASED
INDEXED
ABSTRACTED
SCANNED

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, QUARTER CIRCLE FIVE RANCH, LLC ~~QUARTER CIRCLE RANCH, LLC~~, ("Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Energy, 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, [redacted] the premises of Grantor in Sublette County, State of Wyoming, along a line described as follows, to wit:

BEING a part of the SW ¼ of Section 27 and the W ½ of Section 34, T37N, R111W, Sublette County, Wyoming.

BEGINNING at the C ¼ of said Section 34; thence S 47 degrees W, 1,493 feet to an existing power pole; thence easement begins and bears N 14 degrees W, 3,308 feet; thence N 42 degrees E, 912 feet; thence N 51 degrees E, 745 feet; thence N 36 degrees E, 254 feet; thence N 11 degrees E, 334 feet; thence N 3 degrees E, 372 feet; thence N 12 degrees E, 110 feet.

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

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, spray herbicides, [redacted]s, 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 18th day of September 2000.

673

~~QUARTER CIRCLE RANCH LLC~~
QUARTER CIRCLE FIVE RANCH, LLC G E S

Manager
Gordon E. Schwabacher

STATE OF Wyoming)

COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Gordon E Schwabacher, Manager, Quarter Circle Five Ranch LLC

this 16th day of October, 2000.

(Seal) TAMMY EASTON – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires March 9, 2002

Witness my hand and official seal.

Tammy Easton
Notary Public

My commission expires:
March 9, 2002

PARCEL IDENTIFICATION #
MEMBER #128139
WORK ORDER #15214
SEC.33, T37N, R111W

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, TARGHEE PINES, LLC, A Wyoming Limited Liability Company, ("Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Energy, 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 Section 33, T37N, R111W, Sublette County, Wyoming.

BEGINNING at a point being the S ¼ corner of said Section 33; thence easement begins and bears N 17 degrees E, 825 feet from an electric pad mount vault with an underground electric power line to an existing electric power line pole #HB-440.

RIGHT-OF-WAY Width 10 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, 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 21st day of September 2001.

TARGHEE PINES, LLC

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Neora Roney

this 27th day of September, 2001.

Witness my hand and official seal.

(Seal)

George L Thompson
Notary Public

My commission expires:

GEORGE L. THOMPSON - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Jan. 24, 2004

286969

RECORDED Oct 22 2001 11:35 AM
IN BOOK 72 Misc. PAGE 675
FEES $ 6.00 Mary L Gilbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

PARCEL IDENTIFICATION #
MEMBER #619429
WORK ORDER #13919 & 14721
SEC.27, T37N, R111W

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, GEORGE W. MCREYNOLDS & CHERI L. MCREYNOLDS, husband & wife as tenants by the entireties, ("Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Energy, 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 One of Packer Creek Ranch, a Large Tract Development, Sublette County, Wyoming.

BEGINNING at a point being the SE corner of said Tract One; thence easement begins and bears N 63 degrees W, 500 feet; thence N 7 degrees W, 1000 feet to a transformer.

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 21st day of June 2001.

George W. McReynolds

Cheri L. McReynolds

STATE OF Wyoming)

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by George W. McReynolds & Cheri L. McReynolds this 22nd day of June, 2001.

Witness my hand and official seal.

(Seal)

Janice T. Woodmencey
Notary Public

My commission expires: 8/5/04

JANICE T. WOODMENCEY- NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires 8/5/04

286970

RECORDED Oct. 22 2001 11:35AM
IN BOOK 72 MISC. PAGE 676
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Porter

[redacted] [redacted] [redacted]

MEMBER #1301636
WORK ORDER #14808 & 14809
SEC.01, T36N, R113W

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, JAMES W. BARROW, trustee of the James W. Barrow Revocable Trust dated August 27, 1998, ("Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Energy, 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 Section 1, T36N, R113W, Tract 20, Hoback Ranches, Sublette County, Wyoming which is part of the W ½ SW ¼ SE ¼ and the NE ¼ SW ¼ SW ¼ of Said Section 1.

BEGINNING at a point being the WE 1/64 corner of said Section 1; thence easement begins and bears N 22 degrees E, 249 feet; thence 39 degrees E, 50 feet; thence N 53 degrees E, 273 feet; thence N 55 degrees E, 317 feet; thence S 41 degrees E, 82 feet to a transformer; thence N 43 degrees W, 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 29th day of June 2001.

James W Barrow
James W. Barrow

STATE OF Florida)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me by James W. Barrow

this 11 day of July, 2001.

Witness my hand and official seal.

(Seal) Erlamae Wilson-Gallman
My Commission CC998483
Expires February 04, 2005

Notary Public

My commission expires:

286972

RECORDED Oct. 22 2001 11:35 AM
IN BOOK 72 MISC. PAGE 677
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lee

678

PARCEL IDENTIFICATION #
MEMBER #11078
WORK ORDER #14609 & 14610
SEC.24 & 25, T37N, R110W

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, RUDY YEAGER & DONNA G. YEAGER, 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 Energy, 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 SE ¼ SW ¼ of Section 24 and the NE ¼ NW ¼ of Section 25, T37N, R110W, 6th P.M., Sublette County, Wyoming.

COMMENCING at a point being the NW corner of said Section 25; thence S 85 degrees E, 2,200 feet; thence easement begins and bears N 28 degrees E, 847 feet; thence N 70 degrees E, 60 feet.

RIGHT-OF-WAY Width 10 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, 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 29th day of May 2001.

Rudy Yeager

Donna G. Yeager

STATE OF Wyoming

COUNTY OF Teton

The foregoing instrument was acknowledged before me by Rudy Yeager & Donna G. Yeager

this 21st day of June, 2001.

Witness my hand and official seal.

JANICE T. WOODMENCEY - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 8/5/04
(Seal)

Janice T. Woodmencey
Notary Public

My commission expires: 8/5/2004

286973

RECORDED Oct. 22 2001 11:35 AM
IN BOOK 72 Misc. PAGE 678
FEES $ 6.00 Mary L. Lowe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

RELEASE OF FIRST REFUSAL

COMES NOW FREDERICK G. PETERSEN, personally and as a general partner of BOULDER LAKE RANCH, a partnership, and as successor in interest to said partnership, and hereby releases Lot A59 of the Boulder Lake Country Estates, Fourth Filing, Sublette County, Wyoming, from the Right Of First Refusal as reserved in the Declaration Of Protective Covenants Addendum recorded 8/14/74 in Book 30 of Misc., Page 108 and as contained in Protective Covenants recorded 7/18/78 in Book 35 of Misc., Page 529 in the office of the Sublette County Clerk. It is specifically noted that any right of first refusal that might apply to any prior transfer of said real property is hereby also refused and waived.

DATED this 21st day of September, 2001.

Frederick G. Petersen
FREDERICK G. PETERSEN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Release Of First Refusal** was acknowledged before me by FREDERICK G. PETERSEN, this 21st day of September, 2001.

Witness my hand and official seal.

Sandra Adams
NOTARY PUBLIC

My Commission Expires: 8/17/04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8/17/04

287014

RECORDED Oct. 23 2001 2:55 PM
IN BOOK 72 Misc. PAGE 679
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisten

680

AFFIDAVIT

RECORDED Oct. 25 2001 4:00PM
IN BOOK 72 Misc. PAGE 680
FEES $ 20.00 County Clerk
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sachs

STATE OF WYOMING)
) 287077
COUNTY OF SUBLETTE)

Now comes Ronald I. Cheese and deposes and says that the attached Forest Service Special Use Permit, Map of Property and Formation of Road Association, correctly shows the location of the permitted road across United States Forest Service lands in the N½NE¼SW¼ of Section 34, Township 38 North, Range 113 West, 6th P.M., Sublette County, Wyoming, to the Jack Creek Small Landowners lands in the S½NE¼SW¼ of Section 34, Township 38 North, Range 113 West, 6th P.M. and the Agreement by which the landowners hold the Special Use Permit.

Dated this 25th day of October, 2001.

Ronald I. Cheese

State of Wyoming)
) ss.
County of Sublette)

The Foregoing instrument as acknowledged before me by Ronald I. Cheese this 25th day of October, 2001.

Witness my hand and official seal.

Edwin R. Adams - Notary Public
County of Sublette State of Wyoming
My Commission Expires 7-26-2004

Edwin R. Adams
Notary Public

My Commission expires: ~~July 26, 2004~~

8-27-01 §

Authorization ID BPY721001
Contact ID Don Cummings, MGR. or
Ron Cheese
Expiration Date: 12/31/2005

FS-2700-4c (8/99)

OMB No. 0596-0082

U. S. DEPARTMENT OF AGRICULTURE
Forest Service
PRIVATE ROAD SPECIAL USE PERMIT
Act of October 21, 1976
(PL94-579); 36 CFR 251.50, et seq.

JACK CREEK SMALL LANDOWNERS ASSN., 1251 PALISADES WAY ROCK SPRINGS, WY 82901 (hereafter called the Holder) is hereby authorized to use National Forest lands for the construction, reconstruction, maintenance, and use of a road within the Bridger-Teton National Forest for the following purposes:

The lands covered by this permit are located in the County of Sublette, State of Wyoming and are described as follows:

Access Road to Private Residences on private land.

This permit covers a right-of-way **NA** miles in length, **10 feet in width**, containing approximately **.04 acres**, and is located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the map or plat attached hereto and made a part hereof.

This permit is made subject to the following terms, provisions, and conditions:

1. This permit is subject to all existing easements and valid rights existing on this date.

2. The Holder in exercising the privileges granted by this permit shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, and shall comply with all State standards for public health and safety, environmental protection, and siting construction, operation, maintenance of or for rights-of-way for similar purposes if those standards are more stringent than applicable Federal standards.

3. The Holder shall cut no timber except as authorized by construction stipulations or maintenance agreements.

4. The Holder shall provide maintenance so that no damage occurs on adjacent National Forest land. The Holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.

5. Holder shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with Federal and State laws.

6. Holder shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy under this permit.

7. Holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this permit. The initial payment is set at **$45.00** for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of **$45.00** adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fairmarket value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the Holder to pay the annual payment, late charges, or other fees or charges shall cause the permit to terminate.

8. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register

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and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

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 the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to it's original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

9. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Service prior to beginning such construction or reconstruction.

10. The Holder shall repair fully all damage to National Forest roads and trails caused by the exercise of the privileges granted by this permit.

11. The United States may use the roads without cost for all purposes deemed necessary or desirable in connection with the protection and administration of the lands or resources of the United States, provided that it will use the road for commercial hauling purposes, other than the removal of timber cut in construction or maintenance of the road or other occasional incidental use, only after arranging to pay or perform its pro rata share of road maintenance.

12. The Forest Service alone may extend rights and privileges for use of the road constructed on the premises to other non-Federal users provided that such users shall pay a fair share of the current replacement cost less depreciation of the road to the permittee, and reconstruct the road as necessary to accommodate their use.

13. The Forest Service retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses, for other than road purposes, upon, over, under, and through the permit area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.

14. The Forest Service shall have the right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.

15. The Holder shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

16. Unless sooner terminated, or revoked by the Regional Forester, this permit shall expire and terminate on **12/31/2005**. At that time, if the holder still needs the road for the purposes for which this permit is granted, the permit will be reissued for a period of 10 years (or the estimated remaining life of the project, whichever is less). At the time of reissuance, the terms and conditions may be modified and new conditions or stipulations added at the discretion of the Forest Service.

17. This permit may be terminated or suspended upon breach of any of the conditions herein, or revoked at the discretion of the Issuing Officer.

18. Upon termination or revocation of this special-use authorization, the Holder shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the authorized officer, unless otherwise waived in writing or in the authorization. If the Holder fails to remove the structures or improvements within a reasonable period, as determined by the authorized officer, they shall become the property of the United States, but this does not relieve the Holder from liability for the removal and site restoration costs.

19. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

20. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

21. Liability. For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification 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; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally 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 above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service 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.

22. 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.

23. 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.

24. Assignability. This authorization is not assignable or transferable. If Holder, through death, voluntary transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be owner of the above-described real property accessed by the authorized road, this authorization will terminate.

25. 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.

A. **FEES - LUMP-SUM PAYMENT (A13):** The holder shall pay the sum of two hundred twenty-five dollars ($225.00) for the period from January 1, 2001, to December 31, 2005, and thereafter at the beginning of each 5-year period a lump-sum payment for five years rent of two hundred twenty-five dollars ($225.00). Provided, however, charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of the use authorized.

In Witness Whereof, the parties hereto have caused this permit to be duly executed on this 28 day of August.

Holder
by: Ron Cheese
Jack Creek Small Landowners Assn.
Permittee Don Cummings, MGR.
Ron Cheese, Ed Alligier

USDA - Forest Service
by:
Greg Clark
Big Piney Ranger District
Bridger-Teton National Forest

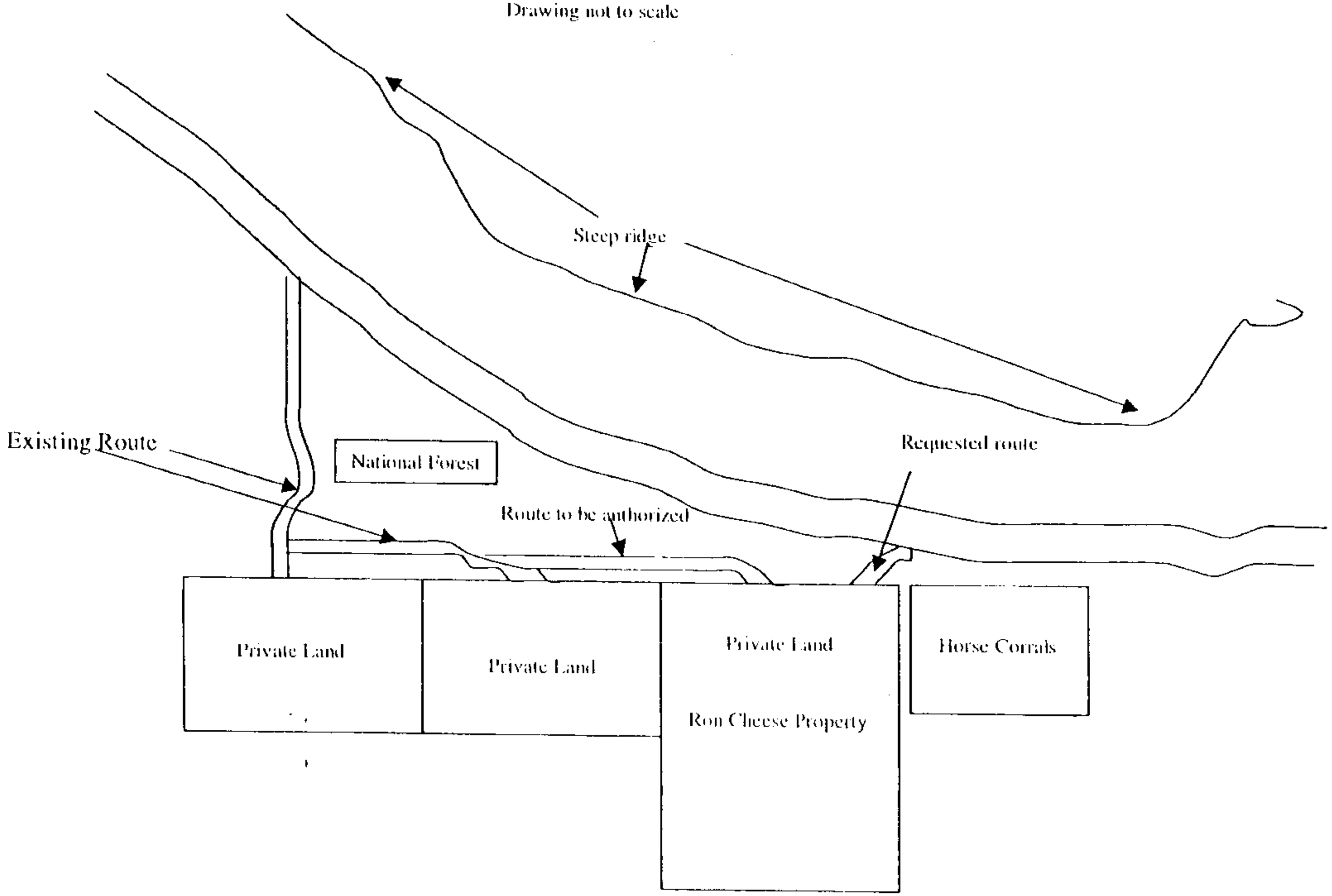
According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Request for access to the Ron Cheese Property
Drawing not to scale



APPROXIMATE LOCATION OF SPECIAL USE PERMIT

℄

64+99

50' 58'

67+98

71+67

APPROXIMATE LOCATION OF SUBLETTE COUNTY ROAD 23-108

U.S.

U.S.

1/64 Co

74+87

S. 89° 14' 34" E. — 1293.70'

1/64 Cor.

323.42'

208.70'

208.50'

649.07'

N.00°23'16"W. — 1298.14'

580.00'

N.00°28'30"W.

432.80'

580.00'

N.00°28'30"W.

432.81'

N.00°44'33"W. 649.39'

649.39'

5
4.83a
14-D, p.426

(1)
2.78a
15-D, p.66

1
2.07a
16-D, p.121
R. CHEESE

208.50'

S.89°14'14"E.

1.04a
D. Coles

147.20'

216.41'

669.13'

669.19'

S.89°14'34"E.

208.70'

0.33a

208.69'

115.74'

92.76'

S.89°13'57"E. 556.10'

S89°13'57"E 324.43'

208.00'

208.00'

232.86'

PERMITTED ACCESS ROAD IS LOCATED IN:
N½NE¼SW¼
SECTION 34
T38N, R113W

14
1.05a

15
1.05a

16
1.18a

220.54'

220.55'

220.57'

220.61'

N.00°23'16"W.

208.00'

208.00'

233.54'

S. 89° 13' 40" E.

649.23'

N.00° 33'55"W.

17
1.05a

18
1.05a

19
1.18a

220.54'

220.55'

220.57'

220.61'

208.00'

208.00'

234.23'

3
9.68a
160, p.121

S.89°13'22"E

416.00'

1.99a

7

208.00'

N.00°23'16"W.

208.00'

20
1.12a

208.01'

N.00°44'33"W. 649.39'

416.00'

234.87'

650.87'

1/64

1/64 cor.

S. 89° 13' 22" E. — 1301.74'

N.00°44'33"W. - 649.39'

208.71'

S 89°1

Scale: 1" = 200'

[redacted] [redacted] [redacted]

11/27/00 (rev.)

FORMATION
of
ROAD ASSOCIATION

The undersigned constitute all of the record owners of the parcels of land located in Sublette County, Wyoming which are shown on the attached Map. Access to the parcels crosses United States Forest Service lands. The Owners would now like to obtain a formal USFS easement for this access, and the USFS has required the Owners to form a road association for this purpose, which the Owners are willing to do on the terms set forth in this document.

NOW, THEREFORE, the Owners hereby form an incorporated Wyoming non-profit association pursuant to W.R.S. Section 17-22-101 et seq., and Memberships in the Association will be appurtenant to and automatically pass with the record ownership of the parcels. The sole purpose of this Association is to deal with the USFS on all matters relating to road and utility access to the parcels across USFS land. It is presently contemplated that the USFS easement will be issued to the Association itself. No member of the Association will be bound financially in any way without their express written consent.

The initial Manager entitled to represent the Association on all matters involving the Association is **Donald F. Cummings** of Bondurant, Wyoming. The Members may appoint his successor at any time on written notice to the USFS, and the Manager may be replaced at any time on written notice to the USFS by the Owners of a majority of the parcels. The Manager will at all times be a record owner (directly or through a trust or other entity) of an interest in one or more of the parcels.

IN WITNESS WHEREOF, this document has been duly executed and delivered by the undersigned owners of the parcels effective as of December 1, 2000.

Donald F. Cummings
DONALD F. CUMMINGS

Ronald I. Cheese
RONALD IRVING CHEESE

Mildred L. Cummings
MILDRED L. CUMMINGS

Lorraine P. Cheese
LORRAINE P. CHEESE

Edward D. Allgier
EDWARD D. ALLGIER

Alton Dennis Coles
ALTON DENNIS COLES

Patricia A. Allgier
PATRICIA ALLGIER

Dorathy C. Coles
DORATHY C. COLES

Road Association/re2000

6 88

State of Delaware

Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ANSCHUTZ COLORADO CORPORATION", A COLORADO CORPORATION,

"ANSCHUTZ GULF COAST CORPORATION", A COLORADO CORPORATION,

"ANSCHUTZ PERMIAN CORPORATION", A COLORADO CORPORATION,

"ANSCHUTZ WESTERN CORPORATION", A COLORADO CORPORATION,

"ANSCHUTZ WILLISTON BASIN CORPORATION", A COLORADO CORPORATION,

"ANSCHUTZ WYOMING CORPORATION", A COLORADO CORPORATION,

WITH AND INTO "ANSCHUTZ EXPLORATION CORPORATION" UNDER THE NAME OF "ANSCHUTZ EXPLORATION CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2001, AT 9 O'CLOCK A.M.

287080

RECORDED Oct. 26 2001 9:00 AM
IN BOOK 72 Misc. PAGE 688
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2269390 8100M

AUTHENTICATION: 1358544

010469575

DATE: 09-25-01

[redacted] [redacted] [redacted]

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/28/2001
010437598 – 2269390

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

ANSCHUTZ COLORADO CORPORATION,
ANSCHUTZ GULF COAST CORPORATION,
ANSCHUTZ PERMIAN CORPORATION,
ANSCHUTZ WESTERN CORPORATION,
ANSCHUTZ WILLISTON BASIN CORPORATION, and
ANSCHUTZ WYOMING CORPORATION
All Colorado Corporations

INTO

ANSCHUTZ EXPLORATION CORPORATION
A Delaware Corporation

* * * * * * *

Anschutz Exploration Corporation, a corporation organized and existing under the laws of Delaware, does hereby certify:

FIRST: That this corporation was incorporated on the 1st day of August, 1991, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of stock of each of the corporations named below, all of which are corporations that were incorporated pursuant to the Colorado Business Corporation Act on the dates set forth below:

Anschutz Colorado Corporation	September 22, 1995
Anschutz Gulf Coast Corporation	September 22, 1995
Anschutz Permian Corporation	September 22, 1995
Anschutz Western Corporation	September 22, 1995
Anschutz Williston Basin Corporation	September 22, 1995
Anschutz Wyoming Corporation	May 10, 1999

THIRD: That the Board of Directors of this corporation did by the unanimous written consent of its members, dated August 20, 2001, duly adopt the following resolutions authorizing the merger of the above named subsidiary corporations into this corporation:

> WHEREAS, the Board of Directors (the "**Board**") of Anschutz Exploration Corporation (the "**Corporation**") has reviewed the proposed Plan of Merger attached hereto as Exhibit A (the "**Plan of Merger**"); and
>
> WHEREAS, the Board has determined that adoption and execution of the Plan of Merger is in the best interests of the Corporation;
>
> NOW, THEREFORE, BE IT RESOLVED, that the Board approves and adopts the Plan of Merger in the form attached hereto as Exhibit A; and
>
> FURTHER RESOLVED, that the Board authorizes and directs each officer of the Corporation to (a) execute and deliver, in the name and on behalf of the Corporation, the Plan of Merger, (b) to do or cause to be made, executed and delivered, all such agreements, documents, instruments and certificates, on behalf of the Corporation or otherwise, as he or she considers necessary or appropriate to effectuate the intent of these resolutions, to cause the Corporation to fully perform its obligations under the Plan of Merger and to complete the transactions contemplated therein, and (c) execute and file articles of merger and the Plan of Merger with the Colorado Secretary of State, as required by Colorado law, and a certificate of ownership and merger with the Delaware Secretary of State, as required by Delaware law, in order to effectuate and implement the Plan of Merger.

The Plan of Merger referenced as Exhibit A in the foregoing resolutions is attached as Exhibit A hereto.

FOURTH: The laws of the state of Colorado permit corporations under its jurisdiction to merge with corporations of another jurisdiction in the manner of the merger set forth in the Plan of Merger.

FIFTH: The merger shall be effective as of the close of business on August 31, 2001.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of Anschutz Exploration Corporation at any time prior to the time that this merger being filed with the Secretary of State becomes effective.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, Anschutz Exploration Corporation has caused this Certificate to be signed by Richard M. Jones, its Vice President, this 20th day of August, 2001.

ANSCHUTZ EXPLORATION CORPORATION

By _____
Name: Richard M. Jones
Title: Vice President

EXHIBIT "A"

PLAN OF MERGER

THIS PLAN OF MERGER ("**Plan**"), dated as of August 20, 2001, is adopted by Anschutz Exploration Corporation, a Delaware corporation (hereinafter referred to as "**AEC**") to provide for the merger into AEC of the following subsidiary corporations, to wit:

Anschutz Colorado Corporation
Anschutz Gulf Coast Corporation
Anschutz Permian Corporation
Anschutz Western Corporation
Anschutz Williston Basin Corporation
Anschutz Wyoming Corporation

all Colorado corporations (all of the foregoing subsidiaries are hereinafter referred to collectively as the "**Merged Subsidiaries**").

RECITALS:

A. AEC owns 100% of the outstanding shares of each of the Merged Subsidiaries.

B. The Board of Directors of AEC deems it advisable and in the best interest of AEC and each of the Merged Subsidiaries that the Merged Subsidiaries be merged into AEC in accordance with this Plan and the laws of the states of Delaware and Colorado.

PLAN:

1. The Merger. In accordance with the parent and subsidiary merger provisions of the General Corporation Law of the State of Delaware (the "**Delaware Act**") and the Colorado Business Corporation Act (the "**Colorado Act**"), at the Effective Time (as defined below), AEC, the parent corporation, and each of the Merged Subsidiaries shall consummate a merger (the "**Merger**") pursuant to which (a) each of the Merged Subsidiaries shall be merged with and into AEC, and the separate corporate existence of each of the Merged Subsidiaries shall thereupon cease, (b) AEC shall be the surviving corporation in the Merger and shall continue to be governed by the laws of the State of Delaware, and (c) the separate corporate existence of AEC, with all its rights, privileges, amenities, powers and franchises, shall continue unaffected by the Merger.

2. Certificate of Incorporation and Bylaws. The certificate of incorporation and bylaws of AEC, as in effect immediately prior to the Effective Time, shall remain the certificate of incorporation and bylaws of AEC, until thereafter amended as provided by law and in accordance with such certificate of incorporation and bylaws.

3. Directors and Officers. The directors and officers of AEC at the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of AEC until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with AEC's certificate of incorporation and by-laws.

4. Effective Time. The Merger shall become effective as of the close of business on August 31, 2001, which time is hereinafter referred to as the "**Effective Time.**"

5. Filing. AEC will execute and file a certificate of ownership and merger with the Delaware Secretary of State in accordance with Section 253 of the Delaware Act; and will execute and file articles of merger with the Colorado Secretary of State in accordance with Section 7-111-105 of the Colorado Act.

6. Cancellation of Shares. At the Effective Time, the shares of common stock of each of the Merged Subsidiaries shall be cancelled and cease to exist and no shares of common stock of AEC or other securities, obligations, money or property shall be delivered in exchange for such shares. The shares of AEC owned and held by Anschutz Company, the sole shareholder of AEC, shall remain outstanding and continue as the only stock issued and outstanding for AEC.

7. Miscellaneous. AEC may terminate this Plan before the Effective Time by action of its board of directors.

WHEN RECORDED, PLEASE RETURN TO
THE ANSCHUTZ CORPORATION
555 17TH STREET, SUITE 2400
DENVER, COLORADO 80202

694

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

IN THE MATTER OF THE DETERMINATION OF HEIRSHIP of NETTIE E. BAILEY, Deceased.	DECREE OF DETERMINATION OF HEIRSHIP AND INTEREST IN LAND Probate No. 1785

FILED
OCT 18 2001
MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

On the 24th day of September, 2001, the above captioned matter came on before the Court for hearing, pursuant to prior assignment and Order, on the Petition for Determination of Heirship and Interest in Land, as filed by the Petitioner, and the Court having reviewed the file of record and being duly advised in the premises, makes the following:

FINDINGS OF FACT

1. The Petition on file is sufficient and complete and in accordance with law, W.S. § 2-9-201.

2. Due and proper notice of this hearing has been given in accordance with prior order of this Court as shown by filed Affidavit of Publication of Notice, indicating compliance with W.S. § 2-9-202, and by filed Affidavit of Mailing, indicating compliance with W.S. §§ 2-9-202, 2-7-205.

3. Nettie E. Bailey died on or about the 4th day of January, 1949. More than two years have elapsed since the date of death of decedent.

4. Decedent died seized of an interest in land located in Lincoln County, Wyoming, more particularly described as follows:

Sixth Principal Meridian, Wyoming.
T. 27 N., R. 114 W., of the 6th P.M., Sublette County, Wyoming
Section 32, Lot 9.

287086

RECORDED Oct 22 2001 9:50 AM
IN BOOK 72 Misc. PAGE 694
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisler

1

5. There has been no previous record judicial determination of the decedent's heirs or the right of descent of the described real property.

6. The heirs at law of the decedent upon her death and the degree of kinship of each to the decedent are as follows:

Name	Relationship	Address
Virgil Bailey	Son	PO Box 278 Cokeville, WY 83114
Lucille Peters	Daughter	North 3719 Edgerton Road Spokane, WA 99212
Tina Sloan	Grandchild	2171 Cottonwood Drive Riverton, WY 82501
Terry Guyette aka Terry Guyett	Grandchild	General Delivery LaBarge, WY 83123

The individuals above-named are the sole and only parties who held the right of descent of the real property interests aforesaid from the decedent, on the date of decedent's death.

Based on the above findings of fact, the Court makes the following:

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 is complete and meets all the requirements of W.S. §§ 2-9-201, 2-9-202, and 2-9-203 for the relief prayed for in the Petition.

3. The Petitioner is entitled to the relief prayed for in the Petition.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The decedent, Nettie E. Bailey died on January 4, 1949. At her date of death decedent left surviving the heirs at law listed above. Those individuals are the sole and only parties who held the right of descent of the real property interests from the decedent on her date of death.

2. The above named heirs-at-law are the present owners of the fee simple interest which belonged to decedent in land located in Sublette County, Wyoming, more particularly described as follows:

Sixth Principal Meridian, Wyoming.
T. 27 N., R. 114 W., of the 6th P.M., Sublette County, Wyoming

Section 32, Lot 9.

Dated this 18th day of October, 2001.

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

DISTRICT JUDGE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF EDNA A. BEYER,)
)
Deceased.)

PROBATE NO. 1792

FILED

OCT 25 2001

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

DECREE ESTABLISHING RIGHT AND TITLE TO REAL PROPERTY

MARGARET R. STOCKOVER, TRUSTEE OF THE EDNA A. BEYER TRUST, U/T/D 5/27/93, 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 MARGARET R. STOCKOVER, TRUSTEE OF THE EDNA A. BEYER TRUST, U/T/D 5/27/93, is entitled to the entry of the Decree as requested.

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

I. That MARGARET R. STOCKOVER, TRUSTEE OF THE EDNA A. BEYER TRUST, U/T/D 5/27/93, be and hereby is awarded and declared to be the owner of all of the right and title of EDNA A. BEYER, deceased, in and to an overriding royalty interest of one-half (½) of one (1) percent (a net .05%) interest in all minerals, oil, gas, hydrocarbonous substances, lease rental payments, oil and gas bonuses and royalties associated with the real property described as follows in Sublette County, Wyoming, to-wit:

Township 29 North, Range 115 West of the 6th P.M., Sublette County, Wyoming;
Section 23: E1/2;
Containing 320.00 acres, more or less;
(This interest being acquired under a certain ASSIGNMENT OF OVERRIDING ROYALTY INTEREST RELATING TO UNITED STATES OIL AND GAS LEASE, executed on 1/23/82 by Mae A. Tiley, K. Bill Tiley and Claudette A. Tiley, and on 1/29/82 by Annabel Lee Whiteman and Donald L. Whiteman and bearing Serial No: W-2702.)

II. That MARGARET R. STOCKOVER, TRUSTEE OF THE EDNA A. BEYER TRUST, U/T/D 5/27/93, be and hereby is awarded and declared to be the owner of any and

287091

RECORDED Oct. 26 2001 1:35 PM
IN BOOK 72 Misc. PAGE 697
FEES $ 8.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Yeaton

all other real property and/or mineral interests owned by EDNA A. BEYER, deceased, wheresoever located within the State of Wyoming.

DATED this 24 day of Oct, 2014.

NANCY GUTHRIE
District Court Judge

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

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF WILBERT L. BEYER,)
)
Deceased.)

PROBATE NO. 1790

FILED

OCT 26 2001

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

DECREE ESTABLISHING
RIGHT AND TITLE TO REAL PROPERTY

MARGARET R. STOCKOVER, TRUSTEE OF THE WILBERT L. BEYER TRUST, U/T/D 5/27/93, 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 MARGARET R. STOCKOVER, TRUSTEE OF THE WILBERT L. BEYER TRUST, U/T/D 5/27/93, is entitled to the entry of the Decree as requested.

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

I. That MARGARET R. STOCKOVER, TRUSTEE OF THE WILBERT L. BEYER TRUST, U/T/D 5/27/93, be and hereby is awarded and declared to be the owner of all of the right and title of WILBERT L. BEYER, deceased, in and to an overriding royalty interest of one-half (½) of one (1) percent (a net .05%) interest in all minerals, oil, gas, hydrocarbonous substances, lease rental payments, oil and gas bonuses and royalties associated with the real property described as follows in Sublette County, Wyoming, to-wit:

Township 29 North, Range 115 West of the 6th P.M., Sublette County, Wyoming;
Section 23: E1/2;
Containing 320.00 acres, more or less;
(This interest being acquired under a certain ASSIGNMENT OF OVERRIDING ROYALTY INTEREST RELATING TO UNITED STATES OIL AND GAS LEASE, executed on 1/23/82 by Mae A. Tiley, K. Bill Tiley and Claudette A. Tiley, and on 1/29/82 by Annabel Lee Whiteman and Donald L. Whiteman and bearing Serial No: W-2702.)

II. That MARGARET R. STOCKOVER, TRUSTEE OF THE WILBERT L. BEYER TRUST, U/T/D 5/27/93, be and hereby is awarded and declared to be the owner of

1

287092

RECORDED Oct. 26 2001 1:35 PM
IN BOOK 72 Misc. PAGE 699
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY

any and all other real property and/or mineral interests owned by WILBERT L. BEYER, deceased, wheresoever located within the State of Wyoming.

DATED this 24 day of Oct, 2001.

N Guthrie

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

SUBLETTE COUNTY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF TERESA DIANE GRANT,)
)
Deceased.)

PROBATE NO. 1769

FILED

OCT 19 2001

MARILYN M JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

ORDER APPROVING AND CONFIRMING SALE AND AUTHORIZING DELIVERY OF DEED

THIS MATTER comes before the Court on a Petition For Authority To Sell Estate Real Property executed by the Personal Representative of the above captioned Estate of TERESA DIANE GRANT. The Court notes that all interested parties have been given notice of said hearing and proposed sale as required by statute and that there were no objections filed in regard to said proposed sale. The Court further notes said Petition states that all claims against the estate will be paid in full after the closing of the sale. The Court having examined the concerned Petition and being fully advised in the facts and premises thereof, does find that said proposed sale of real property is in the best interest of the estate and should be allowed and confirmed.

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

1. That the sale and conveyance of the estate real property is described as follows:

> Lot One (1), Block Two (2) of the Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deed for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;

be and hereby is approved and confirmed.

2. That the Personal Representative of the estate be and hereby is authorized to execute and deliver an Administratrix's Deed conveying said real property to SAMUEL Z. WHITE and KATIE B. WHITE, husband and wife, at closing and said conveyance is hereby confirmed.

287116

RECORDED Oct. 29 2001 2:35pm
IN BOOK 72 Misc. 1 PAGE 701
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. That the Personal Representative be and hereby is authorized to execute all incidental documents and pay all incidental costs necessary to close said sale. Said incidental costs shall include but not be limited to outstanding mortgages against said property, title insurance, real estate commission and recording fees.

DATED this 14th day of Oct, 20 01.

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

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF DENNIS BRENT THOMAS, a/k/a)
D. BRENT THOMAS, a/k/a DENNIS)
D. THOMAS, a/k/a BRENT THOMAS,)
)
Deceased.)

PROBATE NO. 1789

FILED

OCT 26 2001

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

ORDER ADMITTING AND CONFIRMING FOREIGN PROBATE

THIS MATTER comes before the Court on the Petition For Order Admitting Foreign Probate of the estate of DENNIS BRENT THOMAS. The Petition in this matter was filed with the Court on 9/12/01 and was set down for hearing on 10/11/01. After due and proper publication there were no objections raised to said Petition at said hearing nor have any been filed with the Court in this matter. The Court being fully advised of the facts set out in said Petition For Order Admitting Foreign Probate, the certified documents filed with the Court in support of said Petition and the premises of said matter, the Court does hereby find as follows:

1. That the Decedent, DENNIS BRENT THOMAS died on 12/22/93 in Salt Lake County, Utah.

2. That Decedent died testate and his Last Will And Testament was admitted to probate in the District Court, Third Judicial District, Salt Lake County, Utah as Probate # 943900086ES.

3. That the Decedent, at the time of his death, owned an undivided partial interest in certain real property located in Sublette County, Wyoming, to-wit:

A. Tract No. Ten (10) of the Redstone Upper Green River 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;

B. NW1/4SE1/4, Section 2, Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;

287135

RECORDED Oct 30 20 01 10:20 AM
IN BOOK 72 MISC PAGE 703
FEES $ 10.00 Mary L Lyda COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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

5. That a the Utah probate complied in full with the terms of Decedent's Last Will And Testament.

6. That said the Verified Statement Of Personal Representative Closing Estate and Receipt And Release And Consent To Closing By Sworn Statement as entered in the Utah Probate proceeding, which corresponds to a Decree of Distribution in the Wyoming probate process, and which was duly entered in said action on 9/2/94, provided that the distributees of the estate of the Decedent, consisting of the cabin property located in Cora, Wyoming and all residual real and personal property, were KATHY LYNN THOMAS, RONALD LANE THOMAS and DENNIS BRENT THOMAS, JR.

7. That any real property of the Decedent located in the State of Wyoming consisted of property passing under the residuary clause of the Decedent's Will and would therefore pass to KATHY LYNN THOMAS, RONALD LANE THOMAS and DENNIS BRENT THOMAS, JR.

8. That the aforedescribed Utah Probate should be admitted to record in this Court and the aforedescribed real property should be distributed to the named persons as set out below.

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

1. That the Verified Statement Of Personal Representative Closing Estate and Receipt And Release And Consent To Closing By Sworn Statement as entered in the Utah Probate proceeding, which corresponds to a Decree of Distribution in the Wyoming probate process, as entered in the original Utah probate of the above named Decedent, as filed herein, is hereby admitted to record in this Court and shall be treated from this time forward as original proceedings in this Court.

2. That all right, title and interest of DENNIS BRENT THOMAS, a/k/a D. BRENT THOMAS, a/k/a DENNIS D. THOMAS, a/k/a BRENT THOMAS, deceased, in the property described as:

A. Tract No. Ten (10) of the Redstone Upper Green River 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;

B. NW1/4SE1/4, Section 2, Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming;

C. Any and all other real and personal property of the Decedent located in the State of Wyoming;

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

KATHY LYNN THOMAS, RONALD LANE THOMAS and DENNIS BRENT THOMAS, JR.

DATED this 24th day of October, 2001.

D. TERRY ROGERS
Judge of the District Court

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

706

AFFIDAVIT OF SURVIVORSHIP

STATE OF Illinois)
)ss.
COUNTY OF McHenry)

HAZEL MAE CHURCH, of said County and State, being first duly sworn on her oath, deposes and says:

That HAZEL MAE CHURCH is the surviving spouse of **ROBERT MARVIN CHURCH, A/K/A ROBERT M. CHURCH**, who died 3/12/95, in McHenry County, State of Illinois.

That at the time of the death of ROBERT MARVIN CHURCH, A/K/A ROBERT M. CHURCH, he owned certain real property by virtue of a certain Warranty Deed; said lands being more particularly described as follows:

> Lot Nineteen (19), Block One (1) of the Barger Subdivision, First Filing, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;

This Warranty Deed being recorded in the office of the Sublette County Clerk on 9/6/77, in Book 19 of Deeds, Page 439.

That the deceased ROBERT MARVIN CHURCH, A/K/A ROBERT M. CHURCH is one of the grantees in the beforementioned Warranty Deed, and that the affiant, HAZEL MAE CHURCH is one and the same person as the said HAZEL MAE CHURCH, the other grantee in the beforementioned Warranty Deed.

That the beforementioned Warranty Deed created joint tenancy with full right of survivorship under the laws of the State of Wyoming and, at the death of ROBERT MARVIN CHURCH, A/K/A ROBERT M. CHURCH, all equity, right, title and interest of ROBERT MARVIN CHURCH, A/K/A ROBERT M. CHURCH, in the beforementioned real property passed to and was vested in HAZEL MAE CHURCH.

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 ROBERT MARVIN CHURCH, A/K/A ROBERT M. CHURCH, deceased.

DATED this 24th day of October, 2001

Hazel M. Church
HAZEL MAE CHURCH

Subscribed and sworn to before me by HAZEL MAE CHURCH, this 24th day of October, 2001.

WITNESS my hand and official seal.

Margaret M. Grell
NOTARY PUBLIC

My Commission Expires: 5-9-02

287137

OFFICIAL SEAL
MARGARET M. GRELL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY 09, 2002

RECORDED Oct. 30 2001 12:02 P
IN BOOK 72 PAGE 706
FEES $8.00 SUBLETTE COUNTY CLERK

STATE OF ILLINOIS

STATE FILE NUMBER

CERTIFICATE OF DEATH

1. FIRST: Robert	MIDDLE: M.	LAST: Church	2. SEX: Male
3. DATE OF DEATH (MONTH, DAY, YEAR): March 12, 1995			
4. COUNTY OF DEATH: McHenry	5d. DATE OF BIRTH (MONTH, DAY, YEAR): October 6, 1924		
CITY, TOWN, TWP, OR ROAD DISTRICT NUMBER	6a. HOSPITAL OR OTHER INSTITUTION—NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER): Northern Illinois Medical Center		6c. IF HOSP, OR INST, INDICATE D.O.A. (OP/EMER RM, INPATIENT (SPECIFY): Inpatient
6b. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY): Harvard Il.	7. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY): Married	8a. USUAL OCCUPATION: Construction	8b. NAME OF SURVIVING SPOUSE (MAIDEN NAME, IF WIFE): Hazel M. Sweet
8c. KIND OF BUSINESS OR INDUSTRY: Concrete	9. WAS DECEASED EVER IN U.S. ARMED FORCES? (YES/NO): Yes		
10. SOCIAL SECURITY NUMBER: 319-20-9458	11a. RESIDENCE (STREET AND NUMBER): 319 W. Judd St	11b. CITY, TOWN, TWP, OR ROAD DISTRICT NO.: Woodstock	11c. ZIP CODE: 60098
12. EDUCATION (SPECIFY ONLY HIGHEST GRADE COMPLETED): Elementary/Secondary (0-12): 8	College (1-4 or 5+):	13a. INSIDE CITY (YES/NO): Yes	13b. COUNTY: McHenry
13c. STATE: Illinois	13d. ZIP CODE: 60098		
14. RACE (WHITE, BLACK, AMERICAN INDIAN, etc.) (SPECIFY): White	15. SPECIFY IF HISPANIC ORIGIN? (SPECIFY NO OR YES—IF YES, SPECIFY CUBAN, MEXICAN, PUERTO RICAN, etc.): ☐ NO ☐ YES SPECIFY:		
16. FATHER—NAME: FIRST Frank	MIDDLE F.	LAST Church	
17. MOTHER—MAIDEN NAME: FIRST Nellie	MIDDLE L.	LAST (MAIDEN) Wideman	
18. INFORMANT'S NAME (TYPE OR PRINT): Hazel Church	RELATIONSHIP: Wife	MAILING ADDRESS (STREET AND NO. OR R.F.D., CITY OR TOWN, STATE, ZIP): 319 W. Judd St Woodstock Illinois 60098	

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) Acute respiratory failure

CONDITIONS, IF ANY, WHICH GIVE RISE TO IMMEDIATE CAUSE (a), STATING THE UNDERLYING CAUSE LAST.
(b) DUE TO, OR AS A CONSEQUENCE OF: Pneumonia
(c) DUE TO, OR AS A CONSEQUENCE OF: severe COPD

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.

19a. AUTOPSY (YES/NO): No	19b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (YES/NO):	APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH: Hours	
20a. IF FEMALE, WAS THERE A PREGNANCY IN PAST THREE MONTHS? 20c. YES ☐ NO ☐		Days	
20b. MAJOR FINDINGS OF OPERATION		Years	
21a. WAS CORONER OR MEDICAL EXAMINER NOTIFIED? (YES/NO): No	21b. HOUR OF DEATH: 7:00 A.M.	21c. M.	
22a. I (DID) (DID NOT) ATTEND THE DECEASED AND LAST SAW HIM/HER ALIVE ON: March 11, 1995	22b. DATE SIGNED (MONTH, DAY, YEAR): 3-13-95		
22c. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED.	22d. ILLINOIS LICENSE NUMBER: 036-062584		
23. NAME AND ADDRESS OF CERTIFIER (TYPE OR PRINT): Dr. Sanjukta Mitra 4318 B. W Crystal Lake Rd.	NOTE: IF AN INJURY WAS INVOLVED IN THIS DEATH THE CORONER OR MEDICAL EXAMINER MUST BE NOTIFIED.		
24a. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT): S. Mitra	24b. CITY OR TOWN: Woodstock	24c. STATE: Illinois	24d. DATE (MONTH, DAY, YEAR): 3-16-1995
25a. BURIAL, CREMATION, REMOVAL (SPECIFY): Burial	25b. CEMETERY OR CREMATORY—NAME: McHenry County Memorial Park	25c. LOCATION—CITY OR TOWN, STATE, ZIP: 24c. Woodstock Illinois 60098	
26a. FUNERAL HOME: Schneider-Leucht-Merwin & Cooney	26b. STREET AND NUMBER OR R.F.D.: 1211 N. Semin	26c. ZIP: 11608	
27. FUNERAL DIRECTOR'S SIGNATURE: [signature]			
28. LOCAL REGISTRAR'S SIGNATURE: [signature]	29. DATE FILED BY LOCAL REGISTRAR (MONTH, DAY, YEAR): MAR 16 1995		

Illinois Department of Public Health—Division of Vital Records

VR200 (Rev. 4-89)

(BASED ON 1989 U.S. STANDARD CERTIFICATE)

REGISTRATION DISTRICT NO. 206

REGISTERED NUMBER

Type or Print in PERMANENT INK. See Funeral Directors, Hospital, or Physicians Handbook for INSTRUCTIONS

DECEASED | PARENTS | CAUSE | CERTIFIER | DISPOSITION

PRINTED BY AUTHORITY OF THE STATE OF ILLINOIS

I HEREBY CERTIFY THAT the foregoing is a true and correct copy of the death record for the decedent named in Item 1, and that this records was established and filed in my office in accordance with the provisions of the Illinois Vital Records Act.

DATED: MAR 16 1995 SIGNED: [signature]

AT: Woodstock, Illinois OFFICIAL TITLE: Registrar

The original record of this death is permanently filed with the Illinois Department of Public Health at Springfield. County Clerks and local Registrars are authorized to make certifications and copies of the original record. The Illinois Statutes provide that the certification and copies of a death record by the Department of Public Health or the local Registrar or the County Clerk shall be considered as prima facie evidence of the facts therein stated.

708

PINEDALE
Natural Gas

287155

Oct 30 2001 4:00 P
BOOK 72 MISC PAGE 708
Fee $ 2.00
By Tracey L Hoover

Right of Way No. _____

RIGHT-OF-WAY AND EASEMENT

The undersigned GRANTORS do hereby grant and convey to Pinedale Natural Gas, Inc., a natural gas utility incorporated in the State of Wyoming, GRANTEE, for one dollar and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, a perpetual right-of-way and easement twenty (20) feet in width for the purposes of constructing, operating, maintaining, repairing, altering, inspecting, replacing, removing, and/or changing the size of, one or more natural gas pipelines (with valves, meters, and related facilities) for the transportation and distribution of gas over, through, under and across the following described land which the GRANTOR owns or in which the GRANTOR has any interest, to wit:

> ***Two 10 foot wide strips of land about 40 feet long, along the west edge of the private road known as Bakes Lane; one strip located at the north end to the extension of James Lane, the other at the south end to the intersection with Fayette-Pole Creek Road, all located in NW/4 of SW/4 of Section 2 – T33N – R109W in Sublette County, Wyoming.***

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

GRANTEE shall have the right of ingress and egress over and across said lands and other lands of the GRANTOR to and from the above described property and the right to clear and keep cleared all trees and other obstructions only as needed to maintain its facilities.

GRANTEE shall be responsible for all damage caused to GRANTOR arising from GRANTEE's exercise of the rights and privileges herein granted. GRANTEE agree to defend, hold harmless and indemnify GRANTOR for any loss, claim, damage, demand or cause of action arising from the installation, use, maintenance, repair, alteration, inspection, replacement or removal of any pipeline on said right-of-way and easement, except to the extent finally determined to have been caused by GRANTOR's negligence.

GRANTOR shall have the use of such right-of-way and easement except for any use which conflicts with the purposes for which this right-of-way and easement is granted; provided, however, GRANTOR shall not build nor permit to be built any building or improvement on said right-of-way and easement; provided GRANTOR shall be specifically permitted to build or erect fences on said right-of-way and easement as are consistent with GRANTOR's use of the land for containing grazing livestock. Any fence built or erected by GRANTOR shall provide for and allow GRANTEE accessible ingress and egress over and across said right-of-way and easement.

GRANTEE agrees to bury all pipelines so that they will not interfere with the cultivation or irrigation of the land, and also to pay for any damages to fences, improvements, and growing crops which may arise from its actions hereunder.

If capacity is available at the time of request, GRANTEE shall offer to GRANTOR natural gas service from a main on or near GRANTOR's property under GRANTEE's currently-filed Rules & Regulations for such service.

This grant covers all of the agreements between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement. The rights, conditions and provisions of this easement and right-of-way and all provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed and delivered this 30 day of October 2001

Laura J. Lozier — D F Rasmussen mgr

print name(s):

STATE of Wyoming)
) ss.
COUNTY of Sublette)

The foregoing instrument was acknowledged before me by Laura Lozier & D. F. Rasmussen, GRANTOR(S) this 30 day of October, 2001

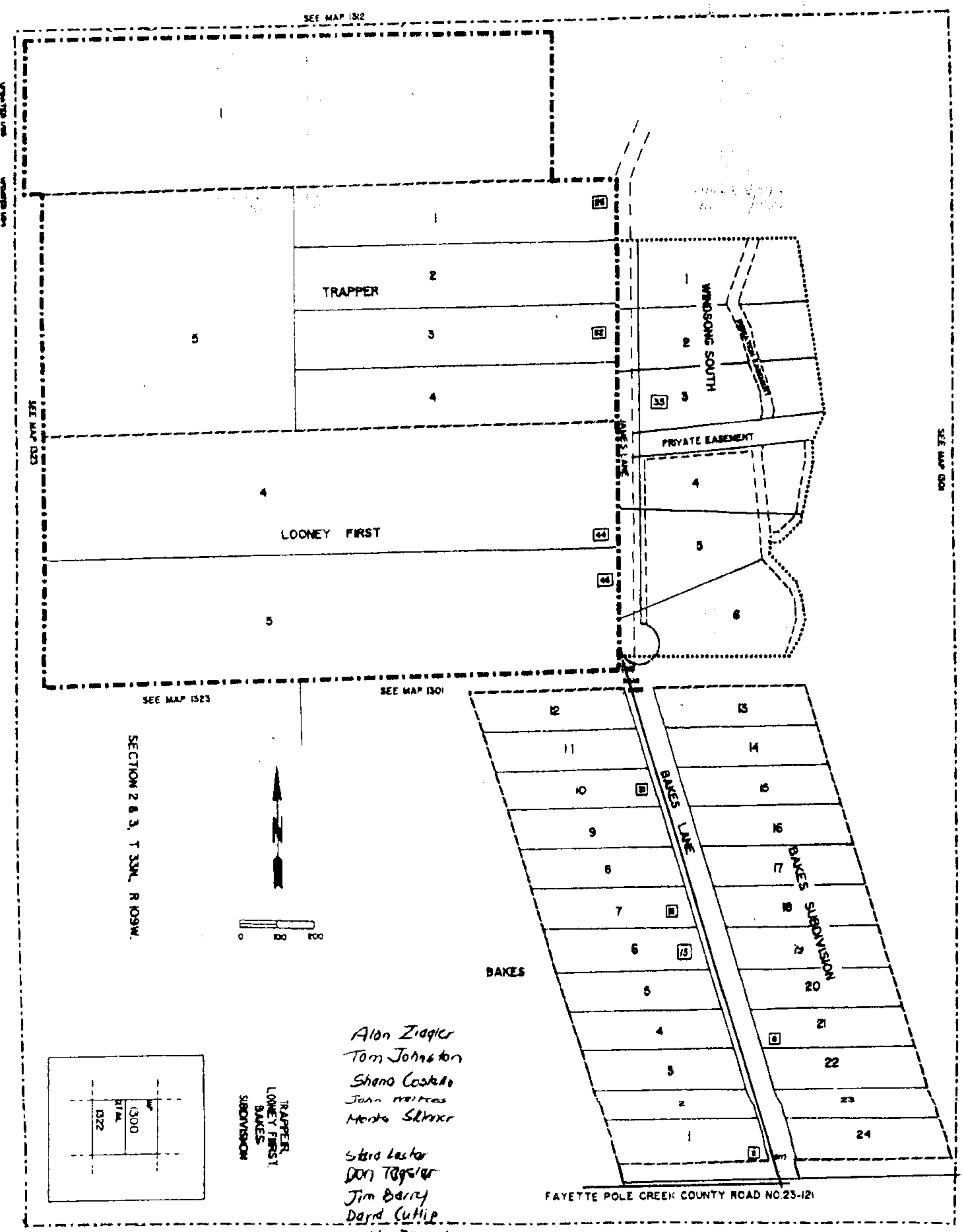
Witness my hand and official seal: Tracey L Hoover, Notary Public

My Commission Expires: 8/8/02

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

Pinedale Natural Gas, Inc.

P.O. Box 649 • 619 South US Hwy. 191 • Pinedale, WY 82941 • 307/367-4GAS (4427) • 307/367-4416 Fax



Alan Ziegler
Tom Johnston
Shana Costello
John Walters
Marta Skinner

Shara Lester
Don Tegeler
Jim Barry
David Cutlip
Anita Daimos

710

ROAD MAINTENANCE AGREEMENT

This Agreement made and entered into this 29 day of October, 2001, by and between the undersigned parties, provides as follows:

1. That the undersigned are owners of property adjacent to a private road commonly known as: Glacier Road with a legal description of Mountain View Ranches Subdivision and situated in Sublette County, WY and

2. That for and in consideration of the mutual benefits to be derived by the parties herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed that the undersigned shall maintain the above described roadway from the intersection of Cty Rd 23 149 to a point 2 mile(s) in a manner consistent with automobile use.

3. The parties agree that they shall be jointly and severally liable for the cost of such maintenance should such maintenance be performed or contracted for by a majority vote of the undersigned parties. Each land owner shall have one vote (joint ownership shall be considered as one vote for purposes of this Paragraph).

4. This agreement shall be binding upon the heirs, successors and assigns of the parties herein and shall be deemed to be an obligation running with the land held by the undersigned parties. This agreement shall remain in force and effect until such time as county or state authorities shall undertake or agree to maintain said roadway for a period of 35 years, whichever shall occur first.

Eddie Kleinlein Marla Kleinlein
Signature

432 Dana Cir. Rock Springs, Wy. 82901
Address

STATE OF Wyoming)
) ss
County of Sublette)

On this 31st day of October, 2001, the undersigned, a notary public for the State of WY, recognizes that Eddie Kleinlein & Marla Kleinlein, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.

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

JUDY K SMITH - NOTARY PUBLIC
COUNTY OF SUBLETTE (SEAL) STATE OF WYOMING
MY COMMISSION EXPIRES 12/5/04

Judy K. Smith
Notary Public for the State of Wyoming
Residing at: 19 Elk Run Pinedale WY
My Commission expires: 12/5/04

Kellie M Radford
Signature

#9 Cirque Place, Cora, WY
Address

STATE OF)
) ss
County of)

On this 31st day of October, 2001, the undersigned, a notary public for the State of WY recognizes that Bellie & Floyd Reddifer, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.

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

JUDY K. SMITH - NOTARY PUBLIC
COUNTY OF SUBLETTE (SEAL) STATE OF WYOMING
MY COMMISSION EXPIRES 12/5/04

Judy K. Smith
Notary Public for the State of Wyoming
Residing at: 19 Elk Run, Pinedale WY
My Commission expires: 12/5/04

287163

RECORDED Oct. 31 2001 2:30 PM
IN BOOK 72 Misc. PAGE 710
FEES $6.00 Mary L. Gilda COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BARBARA A. WISE, 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 MARLENN E. WISE, deceased, and, therefore, has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that MARLENN E. WISE died at Pinedale, Sublette County, Wyoming, on June 24, 2001, 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 MARLENN E. WISE and his spouse, BARBARA A. WISE, Affiant herein, said MARLENN E. WISE and Affiant acquired as tenants by the entirety certain real property from Marlene E. Wise and Barbara A. Wise by Warranty Deed dated March 7, 1997, and recorded in the office of the County Clerk of Sublette County, Wyoming, on March 10, 1997, in Book 37 of WD, Page 106, which property is more particularly described as follows:

> Lot 9 of the SE¼NW¼ Section 27; Township 34 North; Range 109 West of the 6th P.M. according to Dependent Resurvey and Subdivision of Section 27; Township 34 North, Range 109 West, 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.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said MARLENN E. WISE, who was the owner with BARBARA A. WISE of an estate by the entireties in the above-described property, and to make an official record on the termination of the interests of MARLENN E. WISE in and to said property and the vesting of the same in BARBARA A. WISE, his surviving spouse, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 31 day of October, 2001.

Barbara A. Wise
BARBARA A. WISE

SUBSCRIBED AND SWORN to before me this 31 day of October, 2001, by BARBARA A. WISE.

WITNESS my hand and official seal.

DEBI K. RULAND – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires Sept. 14, 2004

Debi K Ruland
Notary Public

287195

RECORDED Nov 2 2001 10:15 AM
IN BOOK 72 Misc. PAGE 711
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathie Scott

712

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

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

2001-001845
STATE FILE NUMBER

LOCAL FILE NUMBER 0130

TYPE OR PRINT IN PERMANENT INK **FOR INSTRUCTIONS SEE HANDBOOK**

DECEDENT

1. DECEDENT-NAME First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
MARLENN	E	WISE	MALE	6-24-01

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.)
507-16-0525	75					APRIL 14, 1926

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
41 BLM SUBD. ROAD	RURAL PINEDALE	SUBLETTE

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

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	41 BLM SUBD. ROAD

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no, or yes - Mexican, Puerto Rican, Cuban, Other (Specify))	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	WHITE		4

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
GLENN	WARD	WISE	MARGARET FLORENCE		EMANUELSON

INFORMANT

19a. INFORMANT'S NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
BARBARA WISE	SPOUSE

19c. MAILING ADDRESS (Street or R.F.D. Number)	City or Town	State	ZIP Code
P.O. BOX 5	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal, Donation (Specify)	20b. Date (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY NAME	20d. LOCATION City or Town	State
CREMATION	JUNE 26, 2001	FOX CREMATORY	ROCK SPRINGS	WYOMING

21a. FUNERAL SERVICE LICENSEE OR PERSON ACTING (Signature)	21b. NAME OF FACILITY	21c. ADDRESS OF FACILITY
[signature]	HUDSON'S FUNERAL HOME	164 N. BRIDGER AVENUE

CERTIFIER

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.) JUNE 24, 2001

22c. HOUR OF DEATH 3:30 P. M

22d. NAME OF ATTENDING PHYSICIAN (If certifier) (Type or Print)

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.) JUNE 25, 2001

23c. HOUR OF DEATH 3:30 P. M

23d. DATE PRONOUNCED DEAD (Mo., Day, Yr.) JUNE 24, 2001

23e. PRONOUNCED DEAD (Hour) 3:45 P. M

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

25a. REGISTRAR (Signature) [signature]

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) JUNE 26. 2001

CAUSE OF DEATH

PART I. Enter the chain of events - 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. Anemia Complicating	Days.
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	b. DUE TO (OR AS A CONSEQUENCE OF): Metastatic Sickel-cell CA	11 months
	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

JUL - 2 2001

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
1/89 15M

127601

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

DATE ISSUED: JUL 6 2001

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.

MIDWEST BANK NOTE COMPANY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

AFFIDAVIT OF SURVIVORSHIP

STATE OF WISCONSIN)
) ss.
COUNTY OF BARRON)

BARBARA E. O'BRIEN, 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 EDWARD C. O'BRIEN, deceased, and, therefore, has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that EDWARD C. O'BRIEN died at Rice Lake, Barron County, Wisconsin, on April 9, 2000, 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 EDWARD C. O'BRIEN and his spouse, BARBARA E. O'BRIEN, Affiant herein, said EDWARD C. O'BRIEN and Affiant acquired as tenants by the entirety certain real property from Fay c. Barger and Anne Barger by Warranty Deed dated December 9, 1974, and recorded in the office of the County Clerk of Sublette County, Wyoming, on February 27, 1980, in Book 21 of Deeds, Page 488, which property is more particularly described as follows:

> Lot Sixty (60), Block Three (3), 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.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said EDWARD C. O'BRIEN, who was the owner with BARBARA E. O'BRIEN of an estate by the entireties in the above-described property, and to make an official record on the termination of the interests of EDWARD C. O'BRIEN in and to said property and the vesting of the same in BARBARA E. O'BRIEN, his surviving spouse, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 26th day of October, 2001.

Barbara E O'Brien
BARBARA E. O'BRIEN

SUBSCRIBED AND SWORN to before me this 26th day of October, 2001, by BARBARA E. O'BRIEN.

WITNESS my hand and official seal.

Karen S. Tveten
Notary Public, Karen S. Tveten

My Commission expires: 02/20/05

KAREN S. TVETEN NOTARY PUBLIC STATE OF WISCONSIN

287197

RECORDED Nov. 2 2001 10:15AM
IN BOOK T2 Misc PAGE 713
FEES $ 9.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

WARNING: IT IS ILLEGAL TO REPRODUCE THIS CERTIFICATE ACCORDING TO STATE STATUTE 69.24

STATE OF WISCONSIN
DEPARTMENT OF HEALTH AND FAMILY SERVICES
Certification of Vital Record

DOH 6040 (Rev 9/96)
Chap. 69, Wis. Stats.

ORIGINAL CERTIFICATE OF DEATH — BARRON COUNTY REGISTER OF DEEDS

Type or Print Use Permanent Black Ink No Whiteout or Erasure

LOCAL FILE NUMBER

1. DECEDENT'S NAME: First: EDWARD; Middle: CHARLES; Last: O'BRIEN
2. SOCIAL SECURITY NUMBER: 520-38-8336
3. PRONOUNCED DEAD DATE: April 9, 2000
4. HOUR: 0525
5. BODY FOUND: [ ] IN
6a. AGE (Years): 62
7. DATE OF BIRTH (Mo., Day, Yr.): Oct. 31, 1937
8a. COUNTY OF DEATH: Barron
9a. DEATH OCCURRED INSIDE CITY, VILL., TOWN OF: Rice Lake
10. CHECK ONE: [X] Yes [ ] No
11. DEATH AT HOSPITAL: 1. [X] Inpt. 2. [ ] ER/OA 3. [ ] DOA From Nur. Hm. 4. [ ] DOA From Other 5. [ ] DOA From Other 6. [ ] ER/OA From Nur. Hm. 7. [ ] ER/OA From Other
11b. OTHER PLACE: [ ] Hsp. [ ] Dead
11c. NAME OF HOSPITAL OR OTHER PLACE (If not in hospital or nursing home give street address): Lakeview Medical Center
11d. NURSING HOME LICENSE NO.
12. MARITAL STATUS: [X] Married [ ] Never Married [ ] Widowed [ ] Divorced [ ] Unknown
13a. RESIDENCE - STATE: Wisconsin
13b. RESIDENCE - COUNTY: Barron
13c. RESIDENCE - INSIDE CITY, VILLAGE, TOWNSHIP: Cedar Lake
13d. RESIDENCE - STREET AND NUMBER: 2485 Minnow Lake
13e. ZIP CODE: WI 54868
14. STATE OF BIRTH (Country if not U.S.): Wisconsin
15. FATHER'S NAME: First: Lawrence; Middle: ; Last: O'Brien
16. MOTHER'S NAME PRIOR TO FIRST MARRIAGE: First: Irene; Middle: ; Last: Hoenselaar
17. RACE (White, Black, Am. Indian, etc.): White
18. HISPANIC ORIGIN? Specify Cuban, Mexican, etc.: [X] No
19a. USUAL OCCUPATION (Give kind of work done during most of working life): Quartermaster
19b. KIND OF BUSINESS/INDUSTRY: Military/ Navy
20. EDUCATION (Highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+): ; Unknown: [ ]
21. DECEDENT EVER IN U.S. ARMED FORCES? [X] YES [ ] NO
22. INFORMANT'S NAME: Barbara O'Brien
23. SURVIVING SPOUSE (If wife, give birth surname, not married surname) (First, Middle, Last): Barbara Leighton
24b. MAILING ADDRESS: Street: 2485 Minnow Lake; City, Town, or Post Office: Rice Lake; State: WI; ZIP Code: 54868
25. METHOD OF DISPOSITION: [ ] Burial [ ] Cremation [ ] Donation [ ] Other (Specify)
26. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): ~~Our Lady of Lourdes~~ Mt. Tyre Cemetery
27. LOCATION City/Village/Township, State: ~~Rice Lake WI~~ Bruce WI
28. DATE SIGNED BY FUNERAL SERVICE (Mo., Day, Yr.): April 10, 2000
29. DATE RECEIVED BY LOCAL REGISTRAR: April 12, 2000
29a. FUNERAL SERVICE LICENSEE (or person acting as such): Lawrence W. Jarocki
30b. WI LICENSE NO.: 4511
31. NAME AND MAILING ADDRESS OF FACILITY (Street and number, City, State, Zip): Jarocki Funeral Home & Cremation Service, 637 N. Main Street, Rice Lake, WI 54868

32. MEDICAL CERTIFIER
[ ] CERTIFYING PHYSICIAN - To the best of my knowledge death was caused in the manner stated, and occurred at the time(s) and due to the causes stated.
[X] CORONER/ME - On the basis of examination and/or investigation, in my opinion, death was pronounced and occurred at the time(s) and due to the cause(s) and manner stated.
32a. MEDICAL CERTIFIER SIGNATURE & TITLE (Black Ink): Donna M. Miller BARRON CO. DEP. M.E.
32b. MEDICAL CERTIFIER'S NAME (Type or Print): Donna M. Miller
32c. CERTIFIER'S MAILING ADDRESS (Street & Number, City, State, Zip): 1100 KEHL AVE. RICE LAKE WI 54868

33. DATE OF DEATH (Mo., Day, Yr.): 4/9/00
34. AUTOPSY PERFORMED? [ ] YES [X] NO
35b. DATE SIGNED (Mo., Day, Yr.): 4/11/00
35c. WI. PHYSICIAN LICENSE NO. / CME Code: 000003
36. MANNER OF DEATH: [X] 1. Natural [ ] 2. Accident [ ] 3. Suicide [ ] 4. Homicide [ ] 5. Undet. [ ] 6. Pending
39. DATE OF INJURY (Mo., Day, Yr.)
41. PLACE OF INJURY (Home, Street, Farm, etc.) Specify
43a. LOCATION Street or RFD, City or Vill., and State in which injury occurred
44. REGISTRAR SIGNATURE: Donna M. Miller Register Of Deeds
45. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): April 14, 2000

37. 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 of death on each line. Do not list old age or senility as sole cause.

		Interval between onset and death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	(a) END STAGE CHRONIC LYMPHOCYTIC LEUKEMIA	YEARS
Sequentially list conditions if any, leading to immediate cause. ENTER UNDERLYING CAUSE LAST. (Disease or injury that initiated events resulting in death)	(b)	
	(c)	
	(d)	

37. If injury, describe how injury occurred.

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.

CORRECTED BY THE LOCAL REGISTRAR ITEM(S) 4, 22 PER Funeral Director

This is to certify that this document, which has a raised seal, contains a true and correct reproduction of facts on file with the Wisconsin Vital Records Office.

SEAL

Donna M. Miller
DONNA M. MILLER
BARRON COUNTY REGISTER OF DEEDS

00166381 Date Issued: April 14, 2000

THE FACE OF THIS CERTIFICATE HAS A BLUE/PINK/BLUE BACKGROUND ON WHITE PAPER - THE PAPER CONTAINS A VISIBLE CHAIN LINK WATERMARK - HOLD TO LIGHT TO VERIFY PRESENCE

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that MICHAEL W. MARTIN and PATRICIA F. MARTIN, husband and wife, as Sellers, and MARSHA L. WINTER, a married woman dealing in her sole and separate property, as Buyer, have entered into a certain AGREEMENT FOR DEED whereby Sellers agree to sell, and Buyer agrees to buy, for the price and under the terms and conditions set forth in such AGREEMENT FOR DEED, the following described real estate situate in Sublette County, Wyoming, to wit:

Lots 11, 12, 13, 14, 15 and 16 of Block 21, Hennick Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the official plat thereof as filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

DATED this 2nd day of November, 2001.

SELLERS:

Michael W. Martin
MICHAEL W. MARTIN

Patricia F. Martin
PATRICIA F. MARTIN

BUYER:

Marsha L. Winter
MARSHA L. WINTER
P.O. Box 622 Pinedale, WY 82941

287234

RECORDED Nov. 5 2001 2:15pM
IN BOOK 72 Misc. PAGE 75
FEES $6.00 M. L. Lobb COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Scott

State of Wyoming }
: ss
County of Sublette }

The foregoing was acknowledged before me this 2nd day of November, 2001 by MICHAEL W. MARTIN and PATRICIA F. MARTIN, witness my hand and official seal.

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8/17/04

Sandra Adams
Notary Public

My Commission expires 8/17/04.

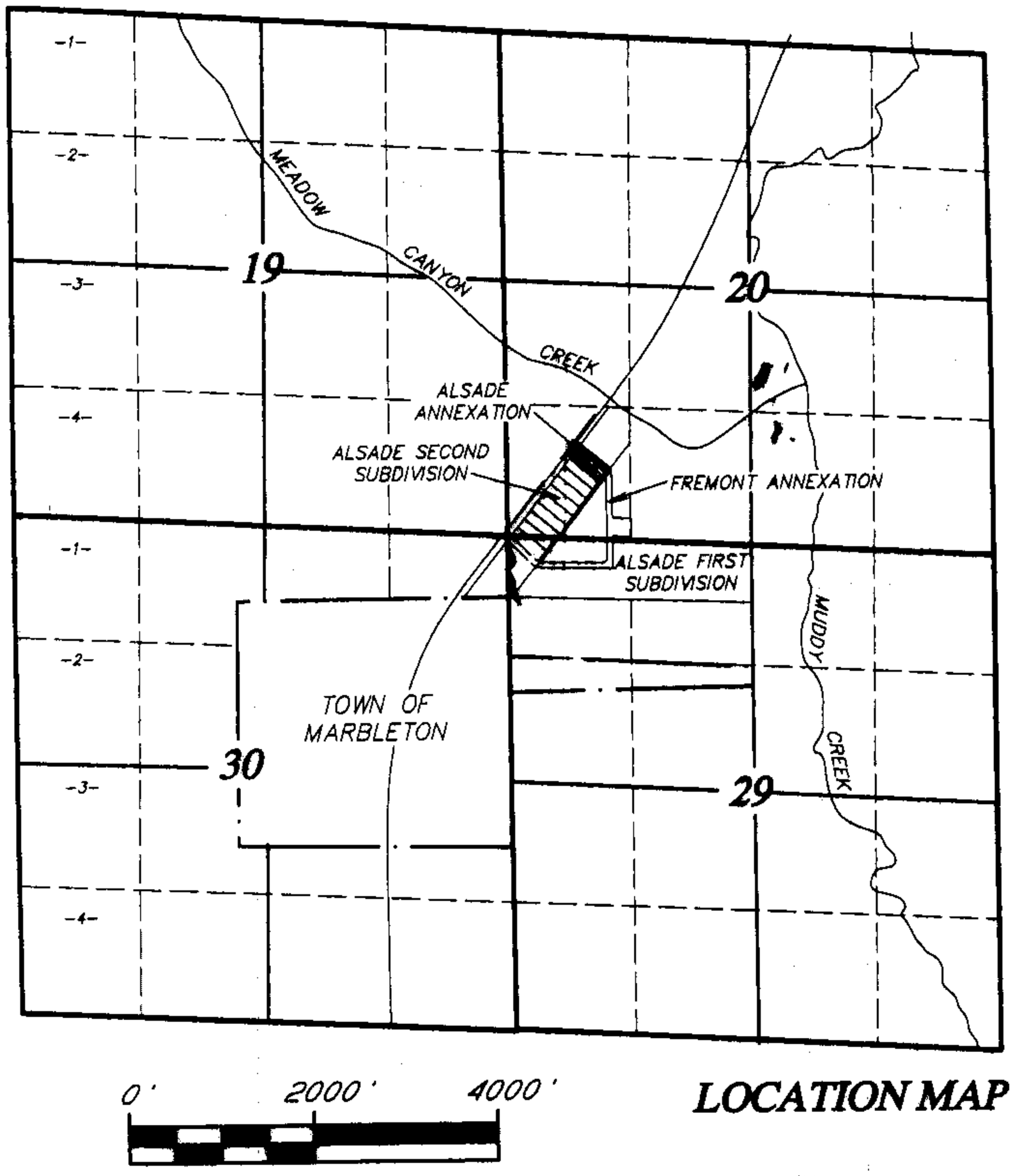
State of Wyoming }
: ss
County of Sublette }

The foregoing was acknowledged before me this 2nd day of November, 2001 by MARSHA L. WINTER, witness my hand and official seal.

Sandra Adams
Notary Public

My Commission expires 8/17/04.

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8/17/04



LOCATION MAP

SCALE: 1" = 2000'

ARING
24'00"E
49'45"E
52'15"E
03'15"E
07'46"E
42'01"E
54'30"W
54'30"W
53'54"W
48'25"E
79'49"E

287263

RECORDED Nov. 6 2001 9:50 AM

IN BOOK 72 Misc PAGE 716

FEES $ 50.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Lester

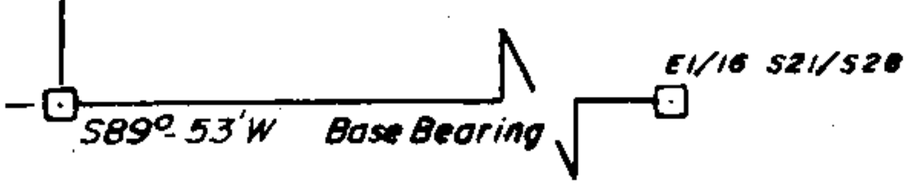
FINAL PLAT

ALSADE ANNEXATION TO THE TOWN OF MARBLETON

BEING PART OF THE SW1/4SW1/4 SECTION 20 T30N R111W SUBLETTE COUNTY, WYOMING

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appropriate details set.



287264
RECORDED Nov. 6 2001 9:50AM
IN BOOK 72 Misc. PAGE 717
FEES $25.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scofield

ARCHULETA CEMETERY

IN

LOT 20 (SE¼SW¼) SECTION 21

T27N, R112W

SUBLETTE COUNTY, WYOMING

9319

revised: 11 October 2001

LEGEND

⊡	INDICATES A CORNER RECORD FILED IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY. FOR MOST CORNERS THE MONUMENT CONSISTS OF A 2" GALVANIZED STEEL PIPE WITH A BRASS CAP INSCRIBED: "PAUL N. SCHERBEL PLS164 BIG PINEY WYOMING 2000" AND APPROPRIATE DETAILS.
———	INDICATES BOUNDARY OF THOMAS RANCH.
———x———x———	INDICATES AN EXTANT FENCE. NOT ALL FENCES ARE SHOWN.
2659.39' R	INDICATES DIMENSION FROM RECORDS IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY.
2659.39' C	INDICATES A DIMENSION CALCULATED BETWEEN FOUND AND RECORD MONUMENTS.

287 245

RECORDED Nov 6 2001 9:30AM

IN BOOK 72 Misc. PAGE 718

FEES $25.00 [illegible] COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By [illegible]

PLAT OF SURVEY OF THOMAS RANCH WITHIN SECTIONS 13, 14, 22, 23, 24, 25, 26, 27 T33N R113W SUBLETTE COUNTY, WYOMING

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SUPPLEMENTAL AFFIDAVIT

COMES NOW HAROLD N. ~~GAVIC~~ Garic, and first being duly sworn on his oath, does hereby depose and state:

1. My name is HAROLD N. ~~GAVIC~~ Garic.

2. On 9/25/01 I executed a certain Avigation Easement on behalf of Main Pass, LLC, a copy of said Avigation Easement being attached hereto as Exhibit A.

3. This Avigation Easement concerned real property located in Sublette County, Wyoming in the SW1/4NE1/4 of Section 31, Township 33 North, Range 108 West of the 6th P.M.

4. At the time I executed said Avigation Easement, I was the Manager of Main Pass, LLC and had full authority to execute said Avigation Easement on behalf of Main Pass, LLC.

DATED this 22nd day of October, 2001.

HAROLD N. ~~GAVIC~~ Garic

STATE OF Louisiana)
Parish) ss.
~~COUNTY~~ OF Jefferson)

The foregoing **Supplemental Affidavit** was acknowledged before me by HAROLD N. ~~GAVIC~~ Garic, this 22nd day of October 2001.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:
At Death

287275

RECORDED Nov. 6 2001 1:10PM
IN BOOK T2 Misc. PAGE 719
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

[redacted]

Avigation Easement

Whereas, the Main Pass, LLC, hereinafter called the Grantors, are the owners in fee of that certain parcel of land situated in the County of Sublette, State of Wyoming, more particularly described and outlined on the attached Exhibits "A" & "B", hereafter called "Grantors' property"

NOW THEREFORE, in consideration of the sum of Eight Hundred Fifty Dollars ($850.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell, and convey unto the Town of Pinedale, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement for avigation purposes, appurtenant to Ralph Wenz Field for the unobstructed use and passage of all types of aircraft in and through the air space above an imaginary plane over Grantors' property. Said imaginary plane at point A on Exhibit "A" is 41 feet above the Runway 29 end and rises one foot vertically for each 34 feet horizontally on the centerline of Runway 11/29 produced southeasterly where at point B on Exhibit "A" is 50 feet above the Runway 29 end, to an infinite height above said imaginary plane.

Said easement shall be appurtenant to and for the benefit of the real property now known as Ralph Wenz Field including any additions thereto wherever located, hereafter made by the Town of Pinedale or its successors and assigns, guests, and invites, including any and all persons, firms, or corporations operating to or from the airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all air space above or in the vicinity of the surface of Grantors' property such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircrafts over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said Ralph Wenz Field; the Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Ralph Wenz Field.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether not in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object extending into the air space above the aforesaid imaginary plane, and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said Ralph Wenz Field shall be abandoned and shall cease to be used for public airport purposes.

AND for the consideration herein above set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantors land that a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantors furthermore waive all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be forever binding upon the heirs, administrators, executors, successors and assigns of the Grantor.

IN WITNESS WHEREOF, this instrument has been executed this 25th day of September 2001.

By: Harold N. Garic Jr.
Main Pass, LLC

STATE OF Louisiana)
~~COUNTY~~ Parish OF Jefferson) SS

The foregoing instrument was acknowledged before me this 2nd day of Oct. 2001, by Harold N. Garic.

WITNESS my hand and official seal.

My commission expires: At death

SEAL NOTARY PUBLIC

Notary Public

286772

RECORDED Oct. 12 2001 3:15 PM
IN BOOK 72 Misc. PAGE 638
FEES $10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

[redacted] [redacted] [redacted]

[redacted]

Consulting Engineers

Exhibit "B"
AN AVIGATION EASEMENT FOR
RALPH WENZ FIELD
TO BE ACQUIRED BY THE
TOWN OF PINEDALE ON LANDS PRESENTLY
OWNED BY MAIN PASS, LLC

SEPTEMBER, 2001

An avigation easement parcel within the SW ¼ of the NE ¼ of Section 31, T. 33 N., R. 108 W., 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point on the westerly line of said SW ¼ NE ¼ which bears N. 0°23'26" W., 141.83 feet, from the southwest corner thereof; thence, continuing along said westerly line, N. 0°23'26" W., 519.97 feet, to an angle point in the boundary line of lands owned by the Town of Pinedale, said angle point also being the southwest corner of the W ½ of the NW ¼ of said SW ¼ NE ¼; thence, along said boundary line and the southerly line of said W ½ NW ¼, N. 89°33'45" E., 330.21 feet, to an angle point in said boundary line and the southeast corner of said W ½ NW ¼; thence, along said boundary line and the easterly line of said W ½ NW ¼, N. 0°22'55" W., 277.67 feet; thence, leaving said boundary line and said easterly line, S. 65°51'51" E., 160.22 feet; thence S. 32°40'00" W., 872.66 feet, to the point of beginning. Said avigation easement parcel contains 2.51 acres more or less.

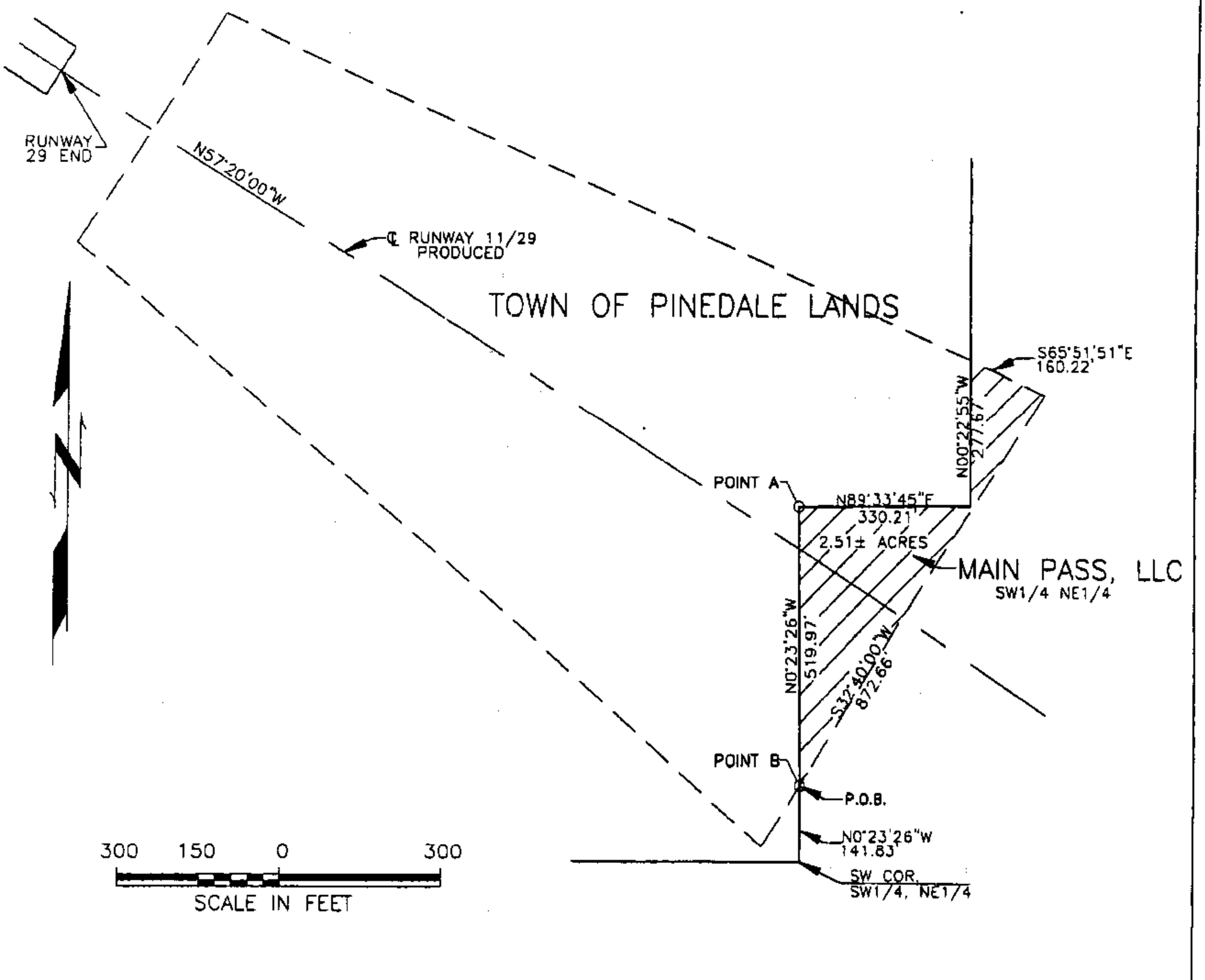
The basis of bearings for said avigation easement parcel is the Runway 11/29 centerline being N. 57°20'00" W.

A map of said avigation easement parcel is attached hereto as Exhibit "A".

P.O. Box 338, 1508 Stampede Ave., Cody, WY 82414
(307)-587-3411 • fax: 307-527-5182
gda@gdaengineers.com • www.gdaengineers.com

[redacted]

T 33 N, R 108 W
SECTION 31



LEGEND

PROPERTY LINE _____

RUNWAY PROTECTION ZONE _ _ _ _

PROPOSED EASEMENT /////

Professional Land Surveyor
RICHARD T MUSCIO
6827
Date 9-12-01
WYOMING

RICHARD T. MUSCIO
WYOMING REGISTRATION NO. P.L.S. 6827

EXHIBIT "A"

MAP SHOWING

AVIGATION EASEMENT REQUIRED

WITHIN

RALPH WENZ FIELD

PINEDALE, WYOMING

GRAHAM, DIETZ & ASSOCIATES – CONSULTING ENGINEERS
CODY, WYOMING – SEPTEMBER, 2001

TEMPORARY EASEMENT

COMES NOW **DAVID LEE CORBISIER and PHYLLIS BERNITA CORBISIER, Trustees of the CCC TRUST, dated September 6, 2000,** hereinafter referred to as Grantors, and, do hereby give, grant and convey to **DOUGLAS F. STERCK,** hereinafter referred to as Grantee, an easement over and on the following described real property, to-wit:

A strip of land located in Sublette County, Wyoming commencing at the northwest corner of Lot Three (3), Redstone New Fork River Subdivision, Sublette County, Wyoming;
thence southerly along the west boundary of said Lot 3 a distance of thirty (30) feet;
thence easterly and parallel with the north line of Lot 3 a distance of thirty (30) feet;
thence northerly and parallel with the west boundary of Lot 3 a distance of thirty (30) feet;
thence westerly to the point of beginning;

This easement is granted on the following terms and conditions:

1. This easement is granted for ingress and egress for residential purposes only.
2. This easement is temporary in nature and shall expire and terminate on 10/1/03.
3. This easement is personal to Grantee and may only be used by Grantee and his family, guests and invitees.
4. This is a non-exclusive easement and Grantors reserve all rights not specifically granted herein.

This easement shall be null and void unless recorded in the office of the County Clerk, Sublette County, Wyoming, by the Grantee within seven (7) days of the date of execution shown below.

DATED this 30th day of October, 2001.

287276

RECORDED Nov. 6 2001 2:15 PM
IN BOOK 72 Misc. PAGE 723
FEES $ 6.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CCC TRUST, dated September 6, 2000:

Dave Lee Corbisier

DAVID LEE CORBISIER, Trustee

Phyllis B. Corbisier

PHYLLIS BERNITA CORBISIER, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Easement** was acknowledged before me by **DAVID LEE CORBISIER and PHYLLIS BERNITA CORBISIER, Trustees of the CCC TRUST, dated September 6, 2000,** this 30th day of October, 2001.

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

724 Rlsd. BL 73 Misc pg. 341 2 12-02

MECHANIC'S LIEN
(CLAIM OF LIEN)

The undersigned, **Gopher Construction,** referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment, and/or materials described below, furnished for a work of improvement, pursuant to W.S. § 29-2-101, upon that certain real property located in the County of Sublette, State of Wyoming and more particularly described as follows:

Lot three (3) of the Shriver Subdivision, Sublette County, Wyoming

After deducting all the just credits and offsets, the sum of $21,530.09 together with interest thereon at the rate of **seven percent per annum** from this 15th day of October, 2001, pursuant to W.S. § 40-14-106, is due claimant for the following labor, services, equipment, and/or material furnished by Claimant. (See attachments).

The name of the individual to whom the Claimant was employed and to whom Claimant furnished the labor, services, equipment, and/or materials is:

David H. Markle
149 Ehman Lane
Pinedale, Wyoming 82941
Phone 307-367-4334

The name and address of the owner or reputed owner of the real property is David H. Markle, 149 Ehman Lane, Pinedale, WY. 82941

The day services were last rendered was: October 15, 2001.

Name of Claimant **Gopher Construction**

By: Burleigh Binning III, Owner

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me by Gopher Construction, a Wyoming Construction Business, by Burleigh Binning III Owner, this 6 day of November, 2001.

Witness my hand and official seal.

Tracey L Hoover
Notary Public

TRACEY L. HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 8, 2002

My Commission Expires: 8/8/02

287281

RECORDED Nov 6 2001 3:15 P M
IN BOOK 72 Misc PAGE 724
FEES $ 12.00 Mary L Lyda COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

GOPHER CONSTRUCTION
"If It's Dirt We Can Handle It"
Burleigh & MeLissa Binning, III
P.O. Box 1007
PINEDALE, WYOMING 82941
(307) 367-6596
FAX: (307) 367-6251

STATEMENT

DATE 10/17/01
NUMBER

Dr. Markle
149 Ehrman Lane
Pinedale, Wy 82941

TERMS:

$

DATE	CHARGES AND CREDITS	BALANCE	
	BALANCE FORWARD	14,987	01
10/13/01	Invoice # 1714	692	60
	Total Due	15,679	61

Thank You

DUPLICATE

PAY LAST AMOUNT IN THIS COLUMN

GOPHER CONSTRUCTION
"If It's Dirt We Can Handle It"
Burleigh & MeLissa Binning, III
P.O. Box 1007
PINEDALE, WYOMING 82941
(307) 367-6596
FAX: (307) 367-6251

STATEMENT

DATE 10/20/01
NUMBER

David Markle
149 Ehrman Lane
Pinedale, Wy 82941

TERMS:

$

DATE	CHARGES AND CREDITS	BALANCE	
	BALANCE FORWARD	15679	61
9/18/01	Invoice # 1787	5850	48
	Total Due	21,530	09

Thank You

DUPLICATE

Thank You

PAY LAST AMOUNT IN THIS COLUMN

725

7260

GOPHER CONSTRUCTION
"If It's Dirt We Can Handle It"
Burleigh & MeLissa Binning, III
P.O. Box 1007
PINEDALE, WYOMING 82941
(307) 367-6596
FAX: (307) 367-6251

STATEMENT

DATE 10/5/01
NUMBER

Dr. Markle
149 Ehman Lane
Pinedale, Wy. 82941

TERMS:

$

DATE	CHARGES AND CREDITS	BALANCE	
	BALANCE FORWARD		
9/7/01	Invoice # 1704	280	00
9/17/01	# 1703	450	00
9/20/01	# 1705	2430	00
9/24/01	# 1790	1168	71
9/25/01	# 1792	230	00
9/26/01	# 1794	715	00
9/27/01	# 1795	1110	00
9/28/01	# 1797	1240	00
10/2/01	# 1798	1767	20
10/5/01	# 1701	9693	00
10/5/01	# 1701	3949	10
		$ 23,033	01
	Deposit	< 5,000	00 >
		$ 18,033	01

DUPLICATE

Thank You PAY LAST AMOUNT IN THIS COLUMN

GOPHER CONSTRUCTION
"If It's Dirt We Can Handle It"
Burleigh & MeLissa Binning, III
P.O. Box 1007
PINEDALE, WYOMING 82941
(307) 367-6596
FAX: (307) 367-6251

STATEMENT

DATE 10/12/01
NUMBER

Dr. Markle

TERMS:

$

DATE	CHARGES AND CREDITS	BALANCE	
	BALANCE FORWARD		
10/8/01	Invoice # 1707	1374	00
10/9/01	# 1710	NC	
10/11/01	# 1711	580	00
		$ 1954	00

DUPLICATE

Thank You PAY LAST AMOUNT IN THIS COLUMN



GOPHER CONSTRUCTION
"If It's Dirt We Can Handle It"
Burleigh & MeLissa Binning, III
P.O. Box 1007
PINEDALE, WYOMING 82941

(307) 367-6596
FAX: (307) 367-6251

STATEMENT

DATE 10/5/01

NUMBER

*\$ C/C 76646 5,000.—
Pd 10/18/01

Dr. Markle
149 Ehman Lane
Pinedale, Wy 82941

19,987.01
- 5000.
14,987.01 + 692.60 = 15,679.61 Due
+ 5850.48
= 21,530.09 Due

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

+ $ 500—

DATE	CHARGES AND CREDITS	BALANCE	
	BALANCE FORWARD		
9/7/01	Invoice # 1704	280	00
9/17/01	# 1703	450	00
9/20/01	# 1705	2430	00
9/24/01	# 1790	1168	71
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9/28/01	# 1797	1240	00
10/2/01	# 1798	1767	20
10/5/01	# 1701	9693	00
10/5/01	# 1706	3949	10
		$ 23,033	01
	Deposit	< 5,000	00 >
		$ 18,033	01

727

FORM 2800-14
(August 1985)

Issuing Office
Rock Springs Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW148618

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.
12200 North Pecos Street
Denver, Colorado 80234-3439

receives a right to construct, operate, maintain, and terminate a(n) 6" temporary surface/permanent buried natural gas pipeline, on public lands described as follows:

T. 28 N., R. 107 W., 6th P.M., Sublette County, Wyoming
section 28: SW¼SE¼

b. The right-of-way or permit area granted herein is 50 feet wide, 157 feet long and contains .18 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 the renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

287295

RECORDED Nov 9 2001 4:00 PM
IN BOOK 72 Misc. PAGE 728
FEES $ 30.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

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. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated September 27, 2001, and Exhibit C dated July 26, 2001 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 or permit 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. Seed shall be planted using a drill equipped with a depth regulator to ensure proper depth of planting where drilling is possible. The seed mixture shall be evenly and uniformly planted over the disturbed area (smaller/heavier seeds have a

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.

g. Suitable topsoil material removed in conjunction with clearing and stripping shall be conserved in stockpiles within the right-of-way. Topsoil shall be stripped to an average depth of 6 inches.

h. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan(s) of development which was (were) approved and made part of the grant on 10-3-01. Any relocation, additional construction, or use that is not in accord with the approved plan(s) of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan(s) of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

i. 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.

j. Any cultural and/or paleontological resource (historic of 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.

k. 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.

l. 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).

m. 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 office 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 reference 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 by responsible for the survey cost.

n. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment or when watershed damage is likely to occur. If such equipment creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support construction equipment. Frozen soil or soil mixed with snow will not be used in construction.

o. The holder shall meet Federal, State, and local emission standards for air quality.

p. Construction-related traffic shall be restricted to routes approved by the authorized officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the authorized officer. Authorized roads used by the holder shall be rehabilitated or maintained when construction activities are complete as approved by the authorized officer.

q. Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards, Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.

r. 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 or permit.

Dwight Schneeley
(Signature of Holder)

Jed A Huffly
(Signature of Authorized Officer)

SWNM Gathering Superv.
(Title)

Assistant Field Manager
Minerals & Lands
(Title)

10-3-01
(Date)

10-3-01
(Effective Date of Grant)

WYW148618

EXHIBIT "A"
FORM 299

Proposed
Poblano 1-28 Extension Pipeline
Page 1, Section 7

GAS GATHERING LINE APPLICATION

A) One temporary surface 6 inch pipeline for testing purposes, such pipeline to be removed after Two (2) Years and replaced with a 6 inch buried natural gas pipeline, both approximately 157 feet in length, 157 feet on Federal lands, to connect:

Poblano 1-28 well in SE/4 Section 28, T28N-R107W

to a proposed pipeline in SE/4 Section 28, T28N-R107W
~~Lincoln~~ Sublette County, Wyoming

B) Valves and appurtenances to control flow; meter runs as needed.

C) 157 feet of permanent right-of-way, 50 feet wide.

D) As long as there are marketable quantities of gas available.

E) Year around.

F) Up to 3,500 MCFD of natural gas and associated liquids from each well.

G) Planned construction of the pipeline will begin upon receipt of Right-of-Way Grant, two weeks to complete construction.

H) No temporary work areas needed.

EXHIBIT "B" - WYW148618

PLAN OF DEVELOPMENT
TO ACCOMPANY

Poblano 1-28 Well Connect

APPLICATION

I. PROJECT DESCRIPTION

The proposed 6 inch steel temporary surface pipeline (Surface Line), after being placed on the surface shall be buried or removed within a 2 year period "as allowed by the Bureau of Land Management". Surface Line begin at the Poblano 1-28 well, located in the Southeast quarter of Section 28, Township 28 North, Range 107 West and head in a southerly direction to terminate at Mountains proposed pipeline in the Southeast quarter of Section 28, Township 28 North, Range 107 West, Sublette County, Wyoming.

The total length of the right-of-way is approximately 157 feet, of which 157 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The Surface Line will consist of 6 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig. Upon burial, said pipeline will be cleaned and coated to specifications and buried within right-of-way corridor.

Associated facilities include valving and metering.

All permanent above ground facilities, piping, and valving will be a flat, non-contrasting color harmonious with the surrounding landscape. Present warehouse stock colors comprise of either Carlsbad Canyon (2.5Y 6/2) or Desert Brown (10 YR 6/3).

II. RECONNAISSANCE AND LOCATION

Reconnaissance reveals that the route selected was the most practical route in relation to the compressor location and the central delivery point pipeline.

No other alternatives were considered because the proposed route utilizes existing surface scars as much as possible.

II. ANCILLARY RIGHTS OF WAY AND PERMITS

Mountain Gas Resources, Inc. will secure all rights of way on adjacent non-federal lands prior to pipeline construction. Mountain Gas Resources, Inc. will notify authorized right of way users of Mountain Gas Resources, Inc.'s proposed pipeline crossings or overlaps on the grounds occupied by the affected right of way users.

Any associated road and utility permits will be secured from the appropriate regulatory agency prior to construction.

All equipment and vehicular access into the pipeline project will be confined to existing roads and the established right of way corridor. No major reconstruction or rerouting of these roads is intended.

IV. DESIGN

The design, construction, engineering, maintenance and inspection of the proposed pipeline will be performed by Mountain Gas Resources, Inc. personnel.

V. CONSTRUCTION

All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

A litter policing program shall be implemented by the holder, and approved of in writing by the authorized officer, which covers all roads and sites associated with the right of way.

Pipeline construction will commence when all permits and right of way documents have been secured.

Mountain Gas Resources, Inc. will notify the authorized officer 2 to 5 days in advance of starting any construction activities. All private surface

landowners will be contacted prior to construction for access and surface usage.

Mountain Gas Resources, Inc. will not allow any construction or routine maintenance activities during periods when soil is too wet to adequately support construction equipment. If such equipment creates surface ruts in excess of 4 inches deep, Mountain Gas Resources, Inc. will deem that soil conditions are too wet to adequately support construction equipment. Construction activities will not be allowed until soil conditions improve.

Construction of the proposed pipeline will occur in a planned sequence of pipeline operations along the route. The construction period will last approximately 2 weeks.

All construction materials will be hauled to the job by truck, as needed, and strung along the right of way as it arrives. Pipe will be strung in such a manner as to cause the least interference with the normal use of the land crossed by the right of way.

In areas of excessively steep terrain, stream bank crossings and established work stations, some blading may be required to provide a safe and suitable working area for the equipment and workers.

Before seeding any disturbed areas (if applicable), the right of way will be restored to its original form, slope, contour, and soil density to the extent practicable. Stockpiled topsoil shall be the top layer and shall be evenly spread over the disturbed area.

The construction force is expected to number approximately six to eight persons at the peak of construction. No temporary work camps are proposed.

The following is a list of construction equipment proposed on the pipeline project:

a. 1 Welding Truck
b. 1 Tractor Trailer
c. 1 Two Ton Truck
d. 4 Pickup Trucks
e. 1 Seed Driller and Tractor (if applicable)
f. 1 Backhoe
g. 1 Trackhoe
h. 1 Side Boom Caterpillar

I. 1 Trencher

After pipeline construction is completed, pipeline markers will be installed at specified intervals for identifying the pipe's location.

Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.

IV OPERATION AND MAINTENANCE

The pipeline will be routinely patrolled and inspected by foot or by vehicle to check for problems such as erosion, right of way condition, unauthorized encroachment on the right of way and any other situations that could cause a safety hazard or require preventive maintenance. If damage shall occur to the pipe from external sources, repair or replacement of the portion of the pipeline may be necessary. Detailed line break and emergency procedures are used as routine operational procedures of Mountain Gas Resources, Inc..

After construction is completed, the pipeline will be hydro-tested using water from the Green River. The procedure consists of pressurizing incremental segments of the pipe to not less than 1.1 times its designed operating pressure. The test period will be 8 hours to verify the pipe integrity. The water will be drained into a small pit(s) at either end of the tested line to minimize erosion.

The holder shall conduct all activities associated with the construction, operation, and termination of the right of way within the authorized limits of the right of way.

VII STABILIZATION AND ABANDONMENT

Following the completion of the pipeline test, the right of way traversed by the pipeline construction will be restored in accordance with the landowner's requirement, or those agencies having jurisdiction. All disturbed areas will

be recontoured so that the disturbed area blends into the surrounding terrain. Appropriate measures will be taken to prevent erosion through the use of construction diversion terraces, rip-rap, matting, and water bars.

All disturbed areas along the pipeline corridor will be reseeded to the landowner's or regulatory agency's specifications. Seed will be planted using a drill and in areas not suitable for drilling, the seed will be broadcasted and raked or chained to cover the seed. The application rate and seed mixture will comply to the landowner's or regulatory agency's specifications.

Seed Mixture		Pounds/acre PLS
Thickspike wheatgrass	Critana	3
Western wheatgrass	Rosanna	3
Indian Ricegrass		3
Sandberg bluegrass		3
Blueflax		.25
Scarlet globemallow		1
Winterfat		2

Total 15.25 lbs/acre PLS

(PLS formula: % of germination (x) % of purity (x) 100%)

If pesticides are required, Mountain Gas Resources, Inc. will comply with all applicable Federal and State laws. Pesticides will be used in accordance with registered uses and within limitations imposed by the Secretary of Interior. Before using pesticides, (including emergency situations, Mountain Gas Resources, Inc. will obtain from the authorized officer a written approval of a plan showing the type and quantity of material used, pest(s) to be controlled, method of application, location of storage, disposal of containers, and any other information deemed necessary.

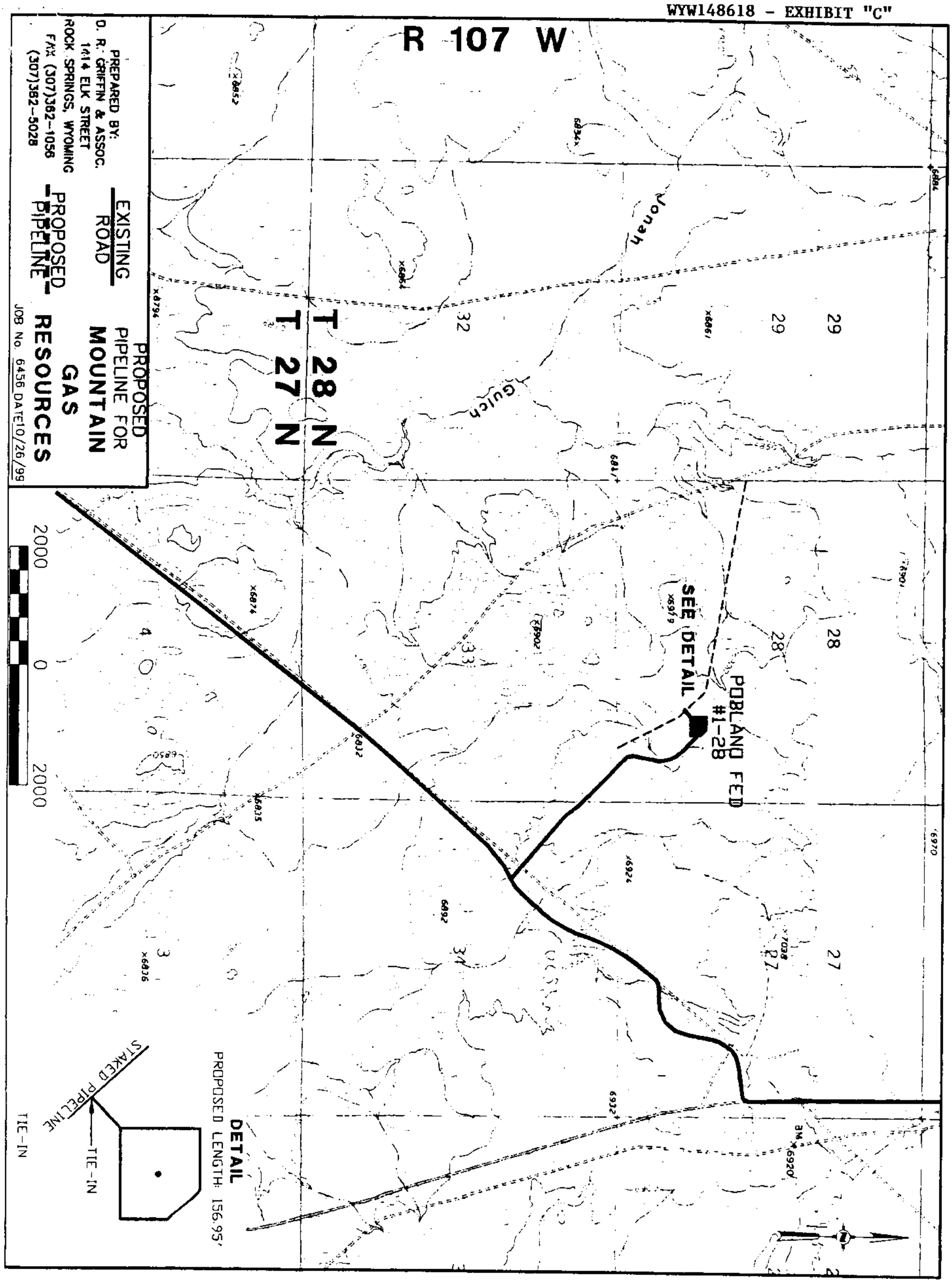
Mountain Gas Resources, Inc. will be responsible for weed control on the disturbed areas within the established limits of the right of way. Mountain will coordinate with the authorized officer or local authorities, to obtain acceptable weed control methods for the disturbed areas within the right of way limits.

Mountain will obtain any necessary authorization to abandon the facilities from the appropriate regulatory agency. The pipeline and all aboveground

pipeline facilities will also be removed and all unsalvageable materials will disposed of at authorized sites. Regrading and revegetation of disturbed land areas (if applicable) will be completed as necessary.

739

WYW148618 - EXHIBIT "C"



Sue H.

ASSIGNMENT OF RIGHTS OF WAY

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

This ASSIGNMENT ("Assignment") dated the 2nd day of October, 2001, and effective as of 7:00 a.m., Mountain Time, on October 1, 2001 ("Effective Time"), is from **MOUNTAIN GAS RESOURCES, INC.,** (hereinafter referred to as "Assignor") to **RENDEZVOUS GAS SERVICES, L.L.C.,** with an address of 180 East 100 South, P.O. Box 45601, Salt Lake City, UT 84145 (hereinafter referred to as "Assignee").

FOR Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, CONVEYS, SELLS and ASSIGNS to Assignee, the following properties (real, personal or mixed) and rights (contractual or otherwise):

> All of Assignor's interest in and to the rights of way, easements, servitudes, permits, licenses, leaseholds and other rights and interest in land created by conveyances, grants, deeds, leases and other instruments described in Exhibit I.

All of the properties (real, personal and mixed) and rights (contractual or otherwise) described hereinabove are referred to as "Properties".

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. Special Warranty Of Title. **Assignor represents and warrants that the Properties are free and clear of all liens, encumbrances, security interests or other adverse claims arising by, through or under Assignor. Assignor shall warrant and defend the title to the Properties conveyed to Assignee against every person whomsoever lawfully claims the Properties or any part thereof by, through, or under Assignor, but not otherwise.**

2. Compliance With Laws: This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity having appropriate jurisdiction.

3. Successors and Assigns. The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Properties, or any part thereof.

4. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in that certain PURCHASE AND SALE AGREEMENT dated September 12, 2001, by and between Assignor and Questar Gas Management Company ("Purchase and Sale Agreement"). If there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control the rights and obligations of the parties.

287296

RECORDED Nov. 6 2001 4:00 PM
IN BOOK 72 Misc. PAGE 741
FEES $31.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

5. Further Assurances. Assignor and Assignee agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Assignment.

6. Counterparts. This Assignment is being executed in multiple counterparts each of which shall for all purposes be deemed to be an original and all of which are identical except that to facilitate recordation, in any particular counterpart portions of Exhibits which describe (i) the Properties or the interests described above situated in counties other than the county in which such counterpart is to be recorded and (ii) personal property and other improvements may have been omitted. In making proof of this Assignment, it shall only be necessary to produce but one counterpart of such instrument, executed by all parties thereto, and it shall not be necessary to produce or to account for any other counterparts.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

Assignor:
MOUNTAIN GAS RESOURCES, INC.

By: _____
Name: J. Burton Jones
Title: Vice President – Business Development and Land

Assignee:
RENDEZVOUS GAS SERVICES, L.L.C.
By: Questar Gas Management Company, its Administrative Operator

By: _____
M. B. McGinley
Vice President and General Manager

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 2nd day of October, 2001, by J. Burton Jones, the Vice President – Business Development and Land, of, and on behalf of, Mountain Gas Resources, Inc.

My commission expires:
4/20/04

Signature

Jim Corcoleotes
Name (Printed, Typed of Stamped)
Notary Public in and for the
State of Colorado

JIM CORCOLEOTES NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 2nd day of October, 2001, by M. B. McGinley, the Vice President and General Manager of Questar Gas Management Company, in its capacity as Administrative Operator of, and on behalf of, Rendezvous Gas Services, L.L.C.

My commission expires:
4/20/04

Signature

Jim Corcoleotes
Name (Printed, Typed of Stamped)
Notary Public in and for the
State of Colorado

JIM CORCOLEOTES NOTARY PUBLIC STATE OF COLORADO

EXHIBIT I
ATTACHED HERETO AND MADE A PART OF ASSIGNMENT OF RIGHTS OF WAY FROM
MOUNTAIN GAS RESOURCES, INC., ASSIGNOR, TO RENDEZVOUS GAS SERVICES, L.L.C.
ASSIGNEE, DATED EFFECTIVE OCTOBER 1, 2001

State: Wyoming County: SUBLETTE
PROSPECT: BIRD CANYON

Lease no.	Lessor	Lessee	Effective date	Book	Page	Ref	Legal description
WY-29567	USA WYW-140027	MOUNTAIN GAS RESOURCES INC	02/03/97	108	720		INSOFAR AND ONLY INSOFAR AS SAID ROW COVERS THE FOLLOWING LANDS: T27N R109W SEC 6: LOTS 2, 3 AND 4 T27N R110W SEC 1: LOTS 1 AND 2, SW/4NE/4, S/2NW/4 T27N R110W SEC 2: S/2N/2; NW/4SW/4 T27N R110W SEC 3: SE/4NE/4, N/2S/2, SW/4SW/4 T27N R110W SEC 4: SE/4SE/4 T27N R110W SEC 8: S/2SE/4, NE/4SE/4 T27N R110W SEC 9: S/2NW/4, NW/4SW/4, N/2NE/4, SW/4NE/4 T27N R110W SEC 17: S/2NW/4, NE/4NW/4, NW/4SW/4, NW/4NE/4 T27N R110W SEC 18: SE/4SW/4, S/2SE/4, NE/4SE/4 T27N R110W SEC 19: LOT 1 AND 2, NE/4NW/4 T27N R111W SEC 24: SE/4SW/4, N/2SE/4, SW/4SE/4, SE/4NE/4 T27N R111W SEC 25: N/2NW/4 T27N R111W SEC 26: SE/4NW/4, N/2SW/4, SW/4SW/4, S/2NE/4, NE/4NE/4 T27N R111W SEC 27: S/2SE/4 T28N R108W SEC 5: LOTS 2 AND 3, SW/4SW/4 T28N R108W SEC 6: SE/4SE/4 T28N R108W SEC 7: LOTS 3 AND 4, SW/4NE/4, SE/4NW/4, NE/4SW/4 T28N R109W SEC 13: E/2NE/4, N/2SE/4, SW/4SE/4 T28N R109W SEC 23: SE/4SE/4 T28N R109W SEC 24: E/2NW/4, SW/4NW/4, W/2SW/4 T28N R109W SEC 26: N/2NE/4, SW/4NE/4, SE/4NW/4, N/2SW/4, SW/4SW/4 T28N R109W SEC 27: S/2S/2 T28N R109W SEC 31: S/2SE/4 T28N R109W SEC 32: SE/4NE/4, N/2SE/4, SW/4SE/4, S/2SW/4 T28N R109W SEC 33: N/2N/2 T29N R108W SEC 26: E/2NW/4, N/2SW/4, SW/4SW/4 T29N R108W SEC 27: SE/4SE/4 T29N R108W SEC 34: N/2NE/4, SW/4NE/4, SE/4NW/4, SW/4 SUBLETTE COUNTY, WYOMING
WY-31103	USA WYW-143070	MOUNTAIN GAS RESOURCES INC	09/30/97	109	149		T29N R108W SEC 11: S/2NE/4, E/2SE/4 T29N R108W SEC 12: SW/4NW/4, NW/4SW/4 T29N R108W SEC 14: NE/4NE/4, S/2NE/4, SE/4SW/4, W/2SE/4 T29N R108W SEC 23: E/2E/2W/2
WY-31754	USA WYW-143073	MOUNTAIN GAS RESOURCES INC	11/24/97	109	186		T29N R108W SEC 1: SW/4SW/4 T29N R108W SEC 2: LOT 2, SW/4NE/4, SE/4NW/4, E/2SE/4, NW/4SE/4 T29N R108W SEC 12: W/2NW/4 T30N R108W SEC 4: LOTS 3 & 4, SE/4NW/4, NW/4SW/4, E/2SE/4 T30N R108W SEC 9: W/2NE/4, SE/4NE/4, E/2SE/4 T30N R108W SEC 10: S/2SW/4 T30N R108W SEC 15: W/2NE/4, NE/4NW/4, N/2SE/4, SE/4SE/4 T30N R108W SEC 22: NE/4NE/4 T30N R108W SEC 23: W/2NW/4, SE/4NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4 T30N R108W SEC 25: SW/4NW/4, W/2SW/4

EXHIBIT I
ATTACHED HERETO AND MADE A PART OF ASSIGNMENT OF RIGHTS OF WAY FROM
MOUNTAIN GAS RESOURCES, INC., ASSIGNOR, TO RENDEZVOUS GAS SERVICES, L.L.C.
ASSIGNEE, DATED EFFECTIVE OCTOBER 1, 2001

State: Wyoming County: SUBLETTE
PROSPECT: BIRD CANYON

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							T30N R108W SEC 26: E/2NE/4, SE/4SE/4
							T30N R108W SEC 35: E/2E/2, SW/4SE/4
							T31N R108W SEC 28: SW/4SW/4
							T31N R108W SEC 32: SE/4NE/4, NE/4SE/4
							T31N R108W SEC 33: W/2W/2

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