State of Wyoming

Office of the Secretary of State

287301

RECORDED Nov. 7 2001 1:30pm
IN BOOK 73 Misc. PAGE 1
FEES $ 79.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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

NERD ENERGY, INC. (WY)
merged into: NERD ENERGY, INC. (UNQUALIFIED)(DE)(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 6th day of **NOVEMBER** A.D., **2001**.

Joseph B Meyer
Secretary of State

By Tony Russi

2000-403889
merged into
unfunished
SURVIVOR

ARTICLES OF MERGER

NERD ENERGY, INC.,
a Wyoming corporation

INTO

NERD ENERGY, INC.,
a Delaware corporation

FILED: 11/06/2001
CID: 2000-00403889
WY Secretary of State

Doc. ID: 2001-00426572

185562

Pursuant to the provisions of the Wyoming Business Corporation Act, the undersigned adopt the following Articles of Merger for the purpose of merging Nerd Energy, Inc., a Wyoming corporation ("Nerd Wyoming"), with and into Nerd Energy, Inc., a Delaware corporation ("Nerd Delaware"). The corporations that are parties to the merger are sometimes referred to collectively referred to herein as the "Constituent Companies."

ARTICLE I

The name and place of organization of each of the Constituent Companies is:

Name of Company	Type of Entity	State of Organization
Nerd Energy, Inc.	Corporation	Wyoming
Nerd Energy, Inc.	Corporation	Delaware

ARTICLE II

The entity that shall survive the merger is Nerd Energy, Inc., which entity is a Delaware corporation.

ARTICLE III

The Agreement and Plan of Merger (the "Merger Agreement") setting forth the terms and conditions of the merger and the manner and basis of converting shares of each of the Constituent Companies is attached hereto as Exhibit "A" and incorporated herein by reference.

DGS-W-403236_3
11/5/01 3:29 PM

ARTICLE IV

The designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the Merger Agreement as to each corporation is as follows:

	Designation	Outstanding Shares	Outstanding Shares Entitled to Vote
Nerd Energy, Inc. (Wyoming)	Common Stock	5,000	5,000
Nerd Energy, Inc. (Delaware)	Common Stock	100	100

ARTICLE VI

The total number of shares cast for and against the Merger Agreement by each voting group entitled to vote on the Merger Agreement as to each corporation is as follows. The number of shares that cast a vote for the Merger Agreement was sufficient for approval of the Merger Agreement by the shareholders of both corporations.

	Designation	Voted For	Voted Against
Nerd Energy, Inc. (Wyoming)	Common Stock	5,000	0
Nerd Energy, Inc. (Delaware)	Common Stock	100	0

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Constituent Companies have caused these Articles of Merger to be executed as of the 6th day of November, 2001.

NERD ENERGY, INC.,
a Wyoming corporation

By: Neil A. McMurry
Neil A. McMurry, President

NERD ENERGY, INC.,
a Delaware corporation

By: Neil A. McMurry
Neil A. McMurry, President

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (hereinafter called the "Merger Agreement") is made as of November 6th, 2001 by and between Nerd Energy, Inc., a Wyoming corporation ("Nerd Wyoming"), Nerd Gas Company, a Wyoming corporation ("Nerd Gas") and Nerd Energy, Inc., a Delaware corporation and wholly owned subsidiary of Nerd Gas ("Nerd Delaware"). Nerd Wyoming and Nerd Delaware are sometimes referred to herein as the "Constituent Corporations." Each of the Constituent Corporations deems it advisable and to the advantage of each Constituent Corporation that Nerd Wyoming merge into Nerd Delaware upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan encompassed by the Merger Agreement and do hereby agree that Nerd Wyoming shall merge with and into Nerd Delaware on the following terms, conditions and other provisions:

I. TERMS AND CONDITIONS

1.1 Merger. Nerd Wyoming shall be merged with and into Nerd Delaware, and Nerd Delaware shall be the surviving corporation (the "Surviving Corporation") effective on the date and time when the articles of merger are filed with the Secretary of State of the State of Wyoming and the certificate of merger is filed with the Secretary of the State of Delaware, whichever event shall occur last (the "Effective Time"). As used in this Merger Agreement, the term "Effective Date" shall mean the date on which the Effective Time shall occur.

1.2 Succession. On the Effective Date, Nerd Delaware shall succeed to all of the rights, privileges, powers and property, including without limitation all rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description, of Nerd Wyoming in the manner of and as more fully set forth in Section 259 of the Delaware General Corporation Law (the "DGCL").

1.3 Common Stock of Nerd Wyoming. Upon the Effective Date, by virtue of the merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of common stock of Nerd Wyoming ("Nerd Wyoming Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one one-hundredth of a share of common stock of Nerd Gas.

1.4 Common Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of Nerd Wyoming Common Stock shall be cancelled.

II. CERTIFICATE OF INCORPORATION AND BYLAWS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Nerd Delaware shall be the Certificate of Incorporation of the Surviving Corporation.

2.2 Bylaws. The Bylaws of Nerd Delaware in effect on the Effective Date shall continue to be the Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

III. MISCELLANEOUS

3.1 Further Assurances. From time to time, as and when required by Nerd Delaware or by its successors and assigns, there shall be executed and delivered on behalf of Nerd Wyoming such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise, in Nerd Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of Nerd Wyoming and otherwise to carry out the purposes of this Merger Agreement, and the officers and members of Nerd Delaware are fully authorized in the name and on behalf of Nerd Wyoming or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the shareholders of the Constituent Corporations, this Merger Agreement may be amended in any manner (except as otherwise provided by the Act) as may be determined in the judgment of the board of directors of the Constituent Corporations to be necessary, desirable or expedient.

3.3 Termination. At any time before the Effective Date, this Merger Agreement may be terminated and the merger may be terminated by the board of directors of the each or both of the Constituent Corporations, notwithstanding the approval of this Merger Agreement by the shareholders of the Constituent Corporations.

3.4 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each Constituent Corporation by its duly authorized officer.

NERD ENERGY, INC.,
a Wyoming corporation

By: _____
Neil A. McMurry, President

NERD ENERGY, INC.,
a Delaware corporation

By: _____
Neil A. McMurry, President

403243-1
11/02/01 2:47 PM

State of Wyoming

Office of the Secretary of State

United States of America,
State of Wyoming } ss.

I, JOSEPH B. MEYER, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuances of this certificate have been fulfilled.

CERTIFICATE OF **MERGER**

OF

NERD ENERGY, INC. (WY)
merged into: NERD ENERGY, INC. (UNQUALIFIED)(DE)(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 6th day of **NOVEMBER** A.D., **2001**.

Joseph B Meyer
Secretary of State

By

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

Lease No.	Lessor	Lessee	Legal Description	Recording Data Book	Page
WY-051-00010-00	WYW-015314	Edwin L. Guenzel	Township 30 North, Range 108 West, 6th P.M. Section 9: S2 Section 10: S2 Section 14: SW Section 15: All	12	144
WY-051-00011-00	WYW-015316	Fred M. Manning, Jr.	Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S2NW, S2 Section 9: N2 Section 10: NW Township 31 North, Range 108 West, 6th P.M. Section 29: SE Section 32: E2 Section 33: SW	11	247
WY-051-00012-00	WYW-016161	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 14: NENW, S2NW	12	43
WY-051-00013-00	WYW-016162	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 11: SW	12	36
WY-051-00014-00	WYW-018039	Morris Kline	Township 30 North, Range 108 West, 6th P.M. Section 14: NWNW	12	226
WY-051-00015-00	WYW-026025	Griselda M. Bennett	Township 31 North, Range 109 West, 6th P.M. Section 14: SW, S2NW Section 23: E2 Section 24: W2SW	12	251

10

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00016-00	WYW-026026	Elizabeth Rawson	Township 31 North, Range 109 West, 6th P.M. Section 11: Lot 1 Section 12: Lot 9; together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9, 10 of Section 12.	12	246
WY-051-00017-00	WYW-06269	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 13: All Section 14: E2 Section 24: N2, SE, E2SW Section 25: All	12	113
WY-051-00018-00	WYW-06270	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 2: Lots 3, 4, S2NW, S2 Section 3: All Section 10: NE, NWSE Section 11: N2NW Section 12: Lots 8, 10, SESW	12	106
WY-051-00020-00	WYW-06286	Donald B. Anderson	Township 32 North, Range 109 West, 6th P.M. Section 27: S2 Section 28: SE Section 33: E2 Section 34: All Section 35: SW	12	127

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 36: NE, SW	88	447
WY-051-00022-00	WYW-131987	Howell Spear	Township 30 North, Range 107 West, 6th P.M. Section 15: NE, SW Section 22: NE, SW Section 27: NE, SW	114	710
WY-051-00023-00	WYW-133052	McMurry Oil Co.	Township 30 North, Range 107 West, 6th P.M. Section 17: SW Section 28: NE, SW Section 34: SW	97	458
WY-051-00024-00	WYW-141753	L.M. Grace, Jr.	Township 29 North, Range 107 West, 6th P.M. Section 10: SW Section 15: NE, SW Section 21: NE, SW Section 22: NE, SW Section 23: NE, SW Section 27: NE, SW	115	102
WY-051-00025-00	WYW-144994	S. J. Jelso	Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S2N2, S2 Section 8: N2 Township 31 North, Range 108 West, 6th P.M. Section 30: E2 Section 32: W2	12	184

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00026-00	WYW-144996	R.A. Trombley	Township 30 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S2NE Township 31 North, Range 108 West, 6th P.M. Section 29: W2 Section 31: E2	12	200
WY-051-00028-00	WYW-144993	Floyd H. Schroeder	Township 31 North, Range 108 West, 6th P.M. Section19: Lots 3, 4, E2SW Section 30: Lots 1, 2, 3, 4, E2W2 Section 31: Lots 1, 2, 3, 4, E2W2	12	151
WY-051-00030-00	WYW-141755	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 34: W2SW4	88	744
WY-051-00031-00	ST WY94-00148	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 16: NE, SW	96	426
WY-051-00034-00	WYW-118148	R. K. O'Connell	Township 30 North, Range 107 West, 6th P.M. Section 20: E2NE Section 29: NE, SW Section 30: E2NE Section 31: Lots 3, 4, E2SW4, NE Section 32: NE, SW	115	23
WY-051-00035-00	WYW-124073	C. S. O'Connell	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2N2, S2 Section 2: Lots 1, 2, 3, 4, S2N2, S2 Township 31 North, Range 109 West, 6th P.M. Section 28: NE, N2SE4, SESE Section 35: SE	115	15

13

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00036-00	WYW-128704	R. K. O'Connell	Township 31 North, Range 109 West, 6th P.M. Section 28: Lots 1, 2, 3, M&B Bed of New Fork River Riparian M&B to Lots 1, 2, 3 Section 29: M&B Bed of New Fork River Riparian M&B to Lots 3, 4, 7	114	724
WY-051-00037-00	WYW-116264	R.K. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 7: Lots 3, 4, 9, 10 Township 32 North, Range 110 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2 Section 12: All Section 13: All Section 24: E2, E2W2	114	717
WY-05-00038-00	WYW-116265	C. S. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 25: All Section 26: All Section 27: NE Section 29: W2	115	9
WY-051-00039-00	WYW-113165	R .K. O'Connell	Township 31 North, Range 109 West, 6th P.M. Section 4: Lots 3, 4, S2NW, SW Section 5: Lots 1, 2, S2NE, SE Section 9: W2 Township 32 North, Range 109 West, 6th P.M. Section 28: W2 Section 29: E/2 Section 32: All Section 33: W2	115	1

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00040-00	WYW-137342	John P. Lockridge	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2N2, S2 Section 2: Lots 1, 2, 3, 4, S2N2, S2 Section 3: Lots 1, 2, S2NE, SE Section 10: NE, SENW	115	115
WY-051-00041-00	WYW-141754	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 33: SWNW, SW, SWSE	115	24
WY-051-00045-00	WYW-142261	Snyder Oil Corp.	Township 29 North, Range 107 West, 6th P.M. Section 7: N2NE Section 8: NW Section 9: N2N2 Section 10: N2NW	115	131
WY-051-00046-00	WYW-135470	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 13: NENW	88	470
WY-051-00047-00	WYW-126772	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, N2SE, SWNE	88	470
WY-051-00048-00	WYW-150655	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S2NE, SW Section 5: Lots 1, 2, S2NE, SW Section 6: Lots 1, 2, 6, S2NE, E2SW Section 10: SWNW Township 30 North, Range 107 West, 6th P.M. Section 33: NE, SW	97	457

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00049-00	B. Jensen et al	Leonard Hay	Township 31 North, Range 109 West, 6th P.M. Section 10: NESE, S2SE Section 11: Lots 2, 3, 5, 6, 7, NWSW, S2NW, W2NE Section 14: Lots 1, 2, NENW Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11,Lots 1-2 of Section 12, and Lots 1-2 of Section 15, Township 31 North, Range 109 West, less and except the wellbores for Jensen #1, in SWNW Section 11: Jensen #2 in SESE, Section11: and Jensen #3 in NENW Section 14, Township 31 North, Range 109 West.	58	626
WY-060-00002-00	Elva L. Viable	Leonard Hay	Township 31 North, Range 108 West, 6th P.M. Section 5: NWNW, SWNW Section 6: NE, S2NW, SW Section 7:N2NW, NWNE Township 32 North, Range 108 West, 6th P.M. Section 32: S2SW Township 31 North, Range 109 West, 6th P.M. Section 1: S2NE, SE, E2SW, SWSW Section 12: N2NE, N2NW, SWNW	99	83

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 MERGER, WHICH MERGES:

"NERD ENERGY, INC.", A WYOMING CORPORATION,

WITH AND INTO "NERD ENERGY, INC." UNDER THE NAME OF "NERD ENERGY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF NOVEMBER, A.D. 2001, AT 3:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

287302

RECORDED Nov 7 2001 1:30pM
IN BOOK 73 Misc. PAGE 17
FEES $ 69.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Harriet Smith Windson
Harriet Smith Windson, Secretary of State

3453696 8100M

010559571

AUTHENTICATION: 1430797

DATE: 11-06-01

17

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 11/06/2001
010559571 – 3453969

CERTIFICATE OF MERGER

NERD ENERGY, INC.,
a Wyoming corporation

INTO

NERD ENERGY, INC.,
a Delaware corporation

Pursuant to Section 252 of the General Corporation Law of the State of Delaware, Nerd Energy, Inc., a Delaware corporation (the "Corporation"), hereby certifies the following information relating to the merger of Nerd Energy, Inc., a Wyoming corporation ("Nerd Wyoming"), with and into the Corporation (the "Merger"):

FIRST: The names of the constituent corporations in the Merger (the "Constituent Corporations") and their states of incorporation are as follows:

Name	State
Nerd Energy, Inc.	Delaware
Nerd Energy, Inc.	Wyoming

SECOND: The Agreement and Plan of Merger, dated as of November 6, 2001 (the "Merger Agreement"), among the Corporation, Nerd Wyoming and Nerd Gas Company, a Wyoming corporation ("Nerd Gas"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations and Nerd Gas in accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware, to wit, by the Corporation in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware and by Nerd Wyoming and Nerd Gas in accordance with the laws of the State of Wyoming.

THIRD: The surviving corporation in the Merger is Nerd Energy, Inc., a Delaware corporation (the "Surviving Corporation").

FOURTH: The certificate of incorporation of the Corporation shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: The executed Merger Agreement is on file at the office of the Surviving Corporation located at 1701 East "E" Street, Casper, Wyoming 82602.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: This Certificate of Merger, and the Merger provided for herein, shall become effective at such time as it is filed with the Secretary of State of the State of Delaware.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the undersigned Constituent Corporations have caused this Certificate of Merger to be executed as of the 6th day of November, 2001.

NERD ENERGY, INC.,
a Wyoming corporation

By: _____
Neil A. McMurry, President

NERD ENERGY, INC.,
a Delaware corporation

By: _____
Neil A. McMurry, President

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

Lease No.	Lessor	Lessee	Legal Description	Recording Data Book	Page
WY-051-00010-00	WYW-015314	Edwin L. Guenzel	Township 30 North, Range 108 West, 6th P.M. Section 9: S2 Section 10: S2 Section 14: SW Section 15: All	12	144
WY-051-00011-00	WYW-015316	Fred M. Manning, Jr.	Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S2NW, S2 Section 9: N2 Section 10: NW Township 31 North, Range 108 West, 6th P.M. Section 29: SE Section 32: E2 Section 33: SW	11	247
WY-051-00012-00	WYW-016161	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 14: NENW, S2NW	12	43
WY-051-00013-00	WYW-016162	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 11: SW	12	36
WY-051-00014-00	WYW-018039	Morris Kline	Township 30 North, Range 108 West, 6th P.M. Section 14: NWNW	12	226
WY-051-00015-00	WYW-026025	Griselda M. Bennett	Township 31 North, Range 109 West, 6th P.M. Section 14: SW, S2NW Section 23: E2 Section 24: W2SW	12	251

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00016-00	WYW-026026	Elizabeth Rawson	Township 31 North, Range 109 West, 6th P.M. Section 11: Lot 1 Section 12: Lot 9; together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9, 10 of Section 12.	12	246
WY-051-00017-00	WYW-06269	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 13: All Section 14: E2 Section 24: N2, SE, E2SW Section 25: All	12	113
WY-051-00018-00	WYW-06270	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 2: Lots 3, 4, S2NW, S2 Section 3: All Section 10: NE, NWSE Section 11: N2NW Section 12: Lots 8, 10, SESW	12	106
WY-051-00020-00	WYW-06286	Donald B. Anderson	Township 32 North, Range 109 West, 6th P.M. Section 27: S2 Section 28: SE Section 33: E2 Section 34: All Section 35: SW	12	127

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 36: NE, SW	88	447
WY-051-00022-00	WYW-131987	Howell Spear	Township 30 North, Range 107 West, 6th P.M. Section 15: NE, SW Section 22: NE, SW Section 27: NE, SW	114	710
WY-051-00023-00	WYW-133052	McMurry Oil Co.	Township 30 North, Range 107 West, 6th P.M. Section 17: SW Section 28: NE, SW Section 34: SW	97	458
WY-051-00024-00	WYW-141753	L.M. Grace, Jr.	Township 29 North, Range 107 West, 6th P.M. Section 10: SW Section 15: NE, SW Section 21: NE, SW Section 22: NE, SW Section 23: NE, SW Section 27: NE, SW	115	102
WY-051-00025-00	WYW-144994	S. J. Jelso	Township 30 North, Range 108 West, 5th P.M. Section 5: Lots 1, 2, 3, 4, S2N2, S2 Section 8: N2 Township 31 North, Range 108 West, 6th P.M. Section 30: E2 Section 32: W2	12	184

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00026-00	WYW-144996	R.A. Trombley	Township 30 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S2NE Township 31 North, Range 108 West, 6th P.M. Section 29: W2 Section 31: E2	12	200
WY-051-00028-00	WYW-144993	Floyd H. Schroeder	Township 31 North, Range 108 West, 6th P.M. Section19: Lots 3, 4, E2SW Section 30: Lots 1, 2, 3, 4, E2W2 Section 31: Lots 1, 2, 3, 4, E2W2	12	151
WY-051-00030-00	WYW-141755	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 34: W2SW4	88	744
WY-051-00031-00	ST WY94-00148	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 16: NE, SW	96	426
WY-051-00034-00	WYW-118148	R. K. O'Connell	Township 30 North, Range 107 West, 6th P.M. Section 20: E2NE Section 29: NE, SW Section 30: E2NE Section 31: Lots 3, 4, E2SW4, NE Section 32: NE, SW	115	23
WY-051-00035-00	WYW-124073	C. S. O'Connell	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2N2, S2 Section 2: Lots 1, 2, 3, 4, S2N2, S2 Township 31 North, Range 109 West, 6th P.M. Section 28: NE, N2SE4, SESE Section 35: SE	115	15

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00036-00	WYW-128704	R. K. O'Connell	Township 31 North, Range 109 West, 6th P.M. Section 28: Lots 1, 2, 3, M&B Bed of New Fork River Riparian M&B to Lots 1, 2, 3 Section 29: M&B Bed of New Fork River Riparian M&B to Lots 3, 4, 7	114	724
WY-051-00037-00	WYW-116264	R.K. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 7: Lots 3, 4, 9, 10 Township 32 North, Range 110 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2 Section 12: All Section 13: All Section 24: E2, E2W2	114	717
WY-05-00038-00	WYW-116265	C. S. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 25: All Section 26: All Section 27: NE Section 29: W2	115	9
WY-051-00039-00	WYW-118165	R .K. O'Connell	Township 31 North, Range 109 West, 6th P.M. Section 4: Lots 3, 4, S2NW, SW Section 5: Lots 1, 2, S2NE, SE Section 9: W2 Township 32 North, Range 109 West, 6th P.M. Section 28: W2 Section 29: E/2 Section 32: All Section 33: W2	115	1

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00040-00	WYW-137342	John P. Lockridge	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2N2, S2 Section 2: Lots 1, 2, 3, 4, S2N2, S2 Section 3: Lots 1, 2, S2NE, SE Section 10: NE, SENW	115	115
WY-051-00041-00	WYW-141754	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 33: SWNW, SW, SWSE	115	24
WY-051-00045-00	WYW-142261	Snyder Oil Corp.	Township 29 North, Range 107 West, 6th P.M. Section 7: N2NE Section 8: NW Section 9: N2N2 Section 10: N2NW	115	131
WY-051-00046-00	WYW-135470	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 13: NENW	88	470
WY-051-00047-00	WYW-126772	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, N2SE, SWNE	88	470
WY-051-00048-00	WYW-150655	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S2NE, SW Section 5: Lots 1, 2, S2NE, SW Section 6: Lots 1, 2, 6, S2NE, E2SW Section 10: SWNW Township 30 North, Range 107 West, 6th P.M. Section 33: NE, SW	97	457

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00049-00	B. Jensen et al	Leonard Hay	Township 31 North, Range 109 West, 6th P.M. Section 10: NESE, S2SE Section 11: Lots 2, 3, 5, 6, 7, NWSW, S2NW, W2NE Section 14: Lots 1, 2, NENW Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11,Lots 1-2 of Section 12, and Lots 1-2 of Section 15, Township 31 North, Range 109 West, less and except the wellbores for Jensen #1, in SWNW Section 11: Jensen #2 in SESE, Section11: and Jensen #3 in NENW Section 14, Township 31 North, Range 109 West.	58	626
WY-060-00002-00	Elva L. Viable	Leonard Hay	Township 31 North, Range 108 West, 6th P.M. Section 5: NWNW, SWNW Section 6: NE, S2NW, SW Section 7:N2NW, NWNE Township 32 North, Range 108 West, 6th P.M. Section 32: S2SW Township 31 North, Range 109 West, 6th P.M. Section 1: S2NE, SE, E2SW, SWSW Section 12: N2NE, N2NW, SWNW	99	83

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 MERGER, WHICH MERGES:

"JONAH ACQUISITION COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "MCMURRY ENERGY COMPANY" UNDER THE NAME OF "MCMURRY ENERGY COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF NOVEMBER, A.D. 2001, AT 3:30 O'CLOCK P.M.

287303

RECORDED Nov. 7 2001 11:30 AM
IN BOOK 73 Misc. PAGE 28
FEES $ 69.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3326534 8100M

010560247

AUTHENTICATION: 1431091

DATE: 11-06-01

CERTIFICATE OF MERGER

OF

MCMURRY ENERGY COMPANY

UNDER SECTION 251 OF THE

GENERAL CORPORATION LAW

OF THE STATE OF DELAWARE

Pursuant to Section 251 of the General Corporation Law of the State of Delaware, McMurry Energy Company, a Delaware corporation (the "Corporation"), hereby certifies the following information relating to the merger of Jonah Acquisition Company, a Delaware corporation ("Jonah Acquisition"), with and into the Corporation (the "Merger"):

FIRST: The names of the constituent corporations in the Merger (the "Constituent Corporations") and their states of incorporation are as follows:

Name	State
McMurry Energy Company	Delaware
Jonah Acquisition Company	Delaware

SECOND: The Agreement and Plan of Merger, dated as of September 20, 2001 (the "Merger Agreement"), among the Corporation, Jonah Acquisition and Jonah Energy Company, a Delaware corporation and parent of Jonah Acquisition, setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations and Jonah Energy Company in accordance with the provisions of Section 251 (and, with respect to Jonah Acquisition, by written consent of its sole

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 11/06/2001
010560132 - 3326534

stockholder in accordance with Section 228) of the General Corporation Law of the State of Delaware.

THIRD: The surviving corporation in the Merger is McMurry Energy Company (the "Surviving Corporation").

FOURTH: The certificate of incorporation of the Corporation shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: The executed Merger Agreement is on file at the office of the Surviving Corporation located at 370 Seventeenth Street, Suite 3020, Denver, Colorado 80202.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: This Certificate of Merger, and the Merger provided for herein, shall become effective at such time as it is filed with the Secretary of State of the State of Delaware.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this

31st day of October, 2001.

MCMURRY ENERGY COMPANY

By: _____
Name: John W. Martin
Title: President

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

Lease No.	Lessor	Lessee	Legal Description	Recording Data Book	Page
WY-051-00010-00	WYW-015314	Edwin L. Guenzel	Township 30 North, Range 108 West, 6th P.M. Section 9: S2 Section 10: S2 Section 14: SW Section 15: All	12	144
WY-051-00011-00	WYW-015316	Fred M. Manning, Jr.	Township 30 North, Range 108 West, 6th P.M. Section 4: Lots 3, 4, S2NW, S2 Section 9: N2 Section 10: NW Township 31 North, Range 108 West, 6th P.M. Section 29: SE Section 32: E2 Section 33: SW	11	247
WY-051-00012-00	WYW-016161	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 14: NENW, S2NW	12	43
WY-051-00013-00	WYW-016162	Phil D. Helmig	Township 30 North, Range 108 West, 6th P.M. Section 11: SW	12	36
WY-051-00014-00	WYW-018039	Morris Kline	Township 30 North, Range 108 West, 6th P.M. Section 14: NWNW	12	226
WY-051-00015-00	WYW-026025	Griselda M. Bennett	Township 31 North, Range 109 West, 6th P.M. Section 14: SW, S2NW Section 23: E2 Section 24: W2SW	12	251

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00016-00	WYW-026026	Elizabeth Rawson	Township 31 North, Range 109 West, 6th P.M. Section 11: Lot 1 Section 12: Lot 9; together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9, 10 of Section 12.	12	246
WY-051-00017-00	WYW-06269	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 13: All Section 14: E2 Section 24: N2, SE, E2SW Section 25: All	12	113
WY-051-00018-00	WYW-06270	Donald B. Anderson	Township 31 North, Range 109 West, 6th P.M. Section 2: Lots 3, 4, S2NW, S2 Section 3: All Section 10: NE, NWSE Section 11: N2NW Section 12: Lots 8, 10, SESW	12	106
WY-051-00020-00	WYW-06286	Donald B. Anderson	Township 32 North, Range 109 West, 6th P.M. Section 27: S2 Section 28: SE Section 33: E2 Section 34: All Section 35: SW	12	127

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00021-00	ST WY 92-00198	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 36: NE, SW	88	447
WY-051-00022-00	WYW-131987	Howell Spear	Township 30 North, Range 107 West, 6th P.M. Section 15: NE, SW Section 22: NE, SW Section 27: NE, SW	114	710
WY-051-00023-00	WYW-133052	McMurry Oil Co.	Township 30 North, Range 107 West, 6th P.M. Section 17: SW Section 28: NE, SW Section 34: SW	97	458
WY-051-00024-00	WYW-141753	L.M. Grace, Jr.	Township 29 North, Range 107 West, 6th P.M. Section 10: SW Section 15: NE, SW Section 21: NE, SW Section 22: NE, SW Section 23: NE, SW Section 27: NE, SW	115	102
WY-051-00025-00	WYW-144994	S. J. Jelso	Township 30 North, Range 108 West, 5th P.M. Section 5: Lots 1, 2, 3, 4, S2N2, S2 Section 8: N2 Township 31 North, Range 108 West, 6th P.M. Section 30: E2 Section 32: W2	12	184

34

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00026-00	WYW-144996	R.A. Trombley	Township 30 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S2NE Township 31 North, Range 108 West, 6th P.M. Section 29: W2 Section 31: E2	12	200
WY-051-00028-00	WYW-144993	Floyd H. Schroeder	Township 31 North, Range 108 West, 6th P.M. Section19: Lots 3, 4, E2SW Section 30: Lots 1, 2, 3, 4, E2W2 Section 31: Lots 1, 2, 3, 4, E2W2	12	151
WY-051-00030-00	WYW-141755	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 34: W2SW4	88	744
WY-051-00031-00	ST WY94-00148	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 16: NE, SW	96	426
WY-051-00034-00	WYW-118148	R. K. O'Connell	Township 30 North, Range 107 West, 6th P.M. Section 20: E2NE Section 29: NE, SW Section 30: E2NE Section 31: Lots 3, 4, E2SW4, NE Section 32: NE, SW	115	23
WY-051-00035-00	WYW-124073	C. S. O'Connell	Township 30 North, Range 109 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2N2, S2 Section 2: Lots 1, 2, 3, 4, S2N2, S2 Township 31 North, Range 109 West, 6th P.M. Section 28: NE, N2SE4, SESE Section 35: SE	115	15

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00036-00	WYW-128704	R. K. O'Connell	Township 31 North, Range 109 West, 6th P.M. Section 28: Lots 1, 2, 3, M&B Bed of New Fork River Riparian M&B to Lots 1, 2, 3 Section 29: M&B Bed of New Fork River Riparian M&B to Lots 3, 4, 7	114	724
WY-051-00037-00	WYW-116264	R.K. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 7: Lots 3, 4, 9, 10 Township 32 North, Range 110 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2 Section 12: All Section 13: All Section 24: E2, E2W2	114	717
WY-05-00038-00	WYW-116265	C. S. O'Connell	Township 32 North, Range 109 West, 6th P.M. Section 25: All Section 26: All Section 27: NE Section 29: W2	115	9
WY-051-00039-00	WYW-118165	R .K. O'Connell	Township 31 North, Range 109 West, 6th P.M. Section 4: Lots 3, 4, S2NW, SW Section 5: Lots 1, 2, S2NE, SE Section 9: W2 Township 32 North, Range 109 West, 6th P.M. Section 28: W2 Section 29: E/2 Section 32: All Section 33: W2	115	1

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00040-00	WYW-137342	John P. Lockridge	Township 29 North, Range 107 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2N2, S2 Section 2: Lots 1, 2, 3, 4, S2N2, S2 Section 3: Lots 1, 2, S2NE, SE Section 10: NE, SENW	115	115
WY-051-00041-00	WYW-141754	McMurry Oil Co.	Township 30 North, Range 108 West, 6th P.M. Section 33: SWNW, SW, SWSE	115	24
WY-051-00045-00	WYW-142261	Snyder Oil Corp.	Township 29 North, Range 107 West, 6th P.M. Section 7: N2NE Section 8: NW Section 9: N2N2 Section 10: N2NW	115	131
WY-051-00046-00	WYW-135470	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 13: NENW	88	470
WY-051-00047-00	WYW-126772	McMurry Oil Co.	Township 30 North, Range 109 West, 6th P.M. Section 3: Lots 2, 3, N2SE, SWNE	88	470
WY-051-00048-00	WYW-150655	McMurry Oil Co.	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S2NE, SW Section 5: Lots 1, 2, S2NE, SW Section 6: Lots 1, 2, 6, S2NE, E2SW Section 10: SWNW Township 30 North, Range 107 West, 6th P.M. Section 33: NE, SW	97	457

37

Nerd Energy, Inc.
Oil and Gas Leases and Lands
Sublette County, Wyoming

WY-051-00049-00	B. Jensen et al	Leonard Hay	Township 31 North, Range 109 West, 6th P.M. Section 10: NESE, S2SE Section 11: Lots 2, 3, 5, 6, 7, NWSW, S2NW, W2NE Section 14: Lots 1, 2, NENW Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11,Lots 1-2 of Section 12, and Lots 1-2 of Section 15, Township 31 North, Range 109 West, less and except the wellbores for Jensen #1, in SWNW Section 11: Jensen #2 in SESE, Section11: and Jensen #3 in NENW Section 14, Township 31 North, Range 109 West.	58	626
WY-060-00002-00	Elva L. Viable	Leonard Hay	Township 31 North, Range 108 West, 6th P.M. Section 5: NWNW, SWNW Section 6: NE, S2NW, SW Section 7:N2NW, NWNE Township 32 North, Range 108 West, 6th P.M. Section 32: S2SW Township 31 North, Range 109 West, 6th P.M. Section 1: S2NE, SE, E2SW, SWSW Section 12: N2NE, N2NW, SWNW	99	83

GRANT OF EASEMENT AND ASSIGNMENT OF RIGHT IN EASEMENT

THIS AGREEMENT MADE this 2nd day of November, 2001, between BILLY DEAN SPLANE and KATHRYN SPLANE, hereinafter referred to as Grantor, and STEPHANIE CASH, hereinafter referred to as Grantee, of Pinedale.

The parties agree as follows:

1. ADVANCE OF EASEMENT. Grantor hereby agrees to and does grant and convey an easement to Grantee for purposes of ingress and egress for residential and agricultural purposes and underground utility use only. However, said easement is granted on the following terms and conditions:

a. This easement is private and non-exclusive in nature. Grantors reserve all rights not specifically granted herein.

b. Grantee shall have the right to construct, maintain and repair a roadway and underground utilities on and under this easement.

c. The easement is described as follows:

CENTERLINE ROADWAY DESCRIPTION

A strip of land thirty (30) feet in width located in the NE1/4 of Section 26, T.35N., R.111W., 6th P.M., Sublette County, Wyoming, with sidelines fifteen (15) feet on each side of the following described centerline:

Commencing at the northwest corner of the NE1/4NE1/4 of said Section 26;

thence proceeding S.89°49'39"E., along the north line of said NE1/4NE1/4, a distance of 19.00 feet to the true POINT OF BEGINNING, said point being on a tangent curve to the right, having a radius of 85.54 feet, a central angle of 36°51'02", and a chord of 54.07 feet bearing S.35°05'16"W.;

thence southwesterly along said curve, a distance of 55.01 feet to the point of tangency;

thence S.53°30'47"W., a distance of 50.78 feet to the point of curvature of a tangent curve to the left, having a radius of 325.00 feet, a central angle of 18°00'00", and a chord of 101.68 feet bearing S.44°30'47"W.;

thence southwesterly along said curve, a distance of 102.10 feet to the point of a compound curve to the left, having a radius of 1275.00 feet, a central angle of 06°30'00", and a chord of 144.57 feet bearing S.32°15'47"W.;

thence southerly along said curve, a distance of 144.64 feet to the point of tangency;

thence S.29°00'47"W., a distance of 283.70 feet to the point of curvature of a tangent curve to the left, having a radius of 261.89 feet, a central angle of 35°47'21", and a chord of 160.94 feet bearing S.11°07'07"W.;

287304

RECORDED Nov 7 2001 2:00 PM
IN BOOK 73 Misc. PAGE 39
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

thence S.06°46'34"E., a distance of 70.83 feet to the point of curvature of a tangent curve to the right, having a radius of 345.68 feet, a central angle of 25°28'15", and a chord of 152.41 feet bearing S.05°57'34"W.;

thence southerly along said curve, a distance of 153.67 feet to the point of tangency;

thence S.18°41'41"W., a distance of 170.32 feet;

thence S.13°10'03"W., a distance of 304.61 feet to the point of curvature of a tangent curve to the right, having a radius of 350.00 feet, a central angle of 45°09'06", and a chord of 268.73 feet bearing S.35°44'37"W.;

thence southwesterly along said curve, a distance of 275.82 feet, more or less, to a point on the west line of the N1/2NE1/4SW1/4NE1/4 of said Section 26, and the POINT OF ENDING.

The sidelines of the above described strip are to extend or shorten, as necessary, to intersect with the north line of said NE1/4NE1/4, the west line of said N1/2NE1/4SW1/4NE1/4, and with each other at each change in direction.

2. CONSIDERATION. The consideration being given to the Grantor by Grantee, is Ten Dollars ($10.00) the receipt of which is hereby acknowledged.

3. EASEMENT TO RUN WITH LAND. This grant of easement shall run with the land and shall be binding on and hence shall inure to the benefit of the parties hereto, their heirs, their successors, and assigns. The easement is for the benefit of and appurtenant to the real property described as follows:

Township 35 North, Range 111 West, of the 6th P.M., Sublette County, Wyoming;

Section 26: All of the Southwest Quarter of the Northeast Quarter (SW¼NE¼) except and excluding therefrom the North One-half of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter (N½NE¼SW¼NE¼), said parcel containing thirty-five (35) acres, more or less;

or any portion thereof, which is the dominant estate.

4. ASSIGNMENT OF RIGHT IN EASEMENT. Grantor hereby assigns onto Grantee such right title and interest in and to that Easement granted to Grantor by James L. Platts and Daphne D. Platts giving ingress and egress to Township 35 North, Range 111 West, of the 6th P.M., Sublette County, Wyoming, Section 26: NE¼ for purposes set forth in said easement recorded with the Clerk of Sublette County, Wyoming on July 24, 1997 in Book 67 Misc, at page 315, said easement described as an easement over and on the following described real property to-wit: Township 35 North, Range 111 West, of the 6th P.M., Sublette County, Wyoming;

A sixty (60) feet non-exclusive access and underground utility easement over the following:

A. The west sixty (60) feet of the property described as: Township 35 North, Range 111 West, of the 6th P.M., Sublette County, Wyoming;
Section 23; SE¼SE¼;

B. The west sixty (60) feet of the property described as:
Township 35 North, Range 111 West, of the 6th P.M., Sublette County, Wyoming;
Section 26; NE¼NE¼;

C. A tract of land sixty feet square having as its north and west boundaries the north and west boundary lines of the property described as:
Township 35 North, Range 111 West, of the 6th P.M., Sublette County, Wyoming;
Section 26: SE¼NE¼;

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 29 day of October, 2001.

B. Billy Dean Splane

Billy Dean Splane

Kathryn Splane

Kathryn Splane

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Billy Dean Splane and Kathryn Splane this 2 day of November, 2001.

Karen Hines

Notary Public

My Commission Expires:

KAREN HINES Notary Public
County of Sublette State of Wyoming
My Commission Expires October 6, 2004

AGREEMENT CONCERNING FENCES OF CONVENIENCE

(Rossetter/Mocroft)

THIS AGREEMENT is dated as of the 11th day of October, 2001, by and among Thomas B. Rossetter, as Trustee of the Thomas B. Rossetter Trust under Agreement dated November 10, 1998, of Wilson Wyoming, ("Rossetter") and The Mocroft Family Limited Partnership, a Wyoming limited partnership, of Pinedale, Wyoming ("Mocroft").

WITNESSETH:

WHEREAS, Rossetter owns certain real estate in Sublette County, Wyoming more particularly described as follows:

> Portions of Sections 23 and 26 T33N R109W of the 6th P.M. more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Rossetter Property"); and

WHEREAS, Mocroft owns certain real estate in Sublette County, Wyoming which abuts the Rossetter Property in various locations more particularly described as follows:

> Portions of Sections 22, 26 and 27 T33N R109W of the 6th P.M. (the "Mocroft Property"); and

WHEREAS, certain fences have been constructed and have existed for many years and continue to exist in conjunction with the ranching operations of Rossetter and Mocroft, which fences are known to be not located upon the true legal boundaries or which may be, but are not necessarily, located upon the true legal boundaries between the Rossetter Property and the Mocroft Property; and

WHEREAS, the parties desire to agree, to represent to each other and to memorialize the fact that said fences are not or may not be located upon the true legal boundaries and may enclose lands not owned.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter contained, it is agreed and represented that:

1. **Fences of Convenience; Legal Boundaries Determine Ownership**. The parties own neighboring lands described above as the Rossetter Property and the Mocroft Property. Due to various physical conditions and other factors, the parties have constructed fences of convenience to separate the use of their respective lands. The fences are not intended to mark or signify in any way the actual legal boundary between the Rossetter Property and the Mocroft Property. Rather, the above-described lands owned by the parties are hereby declared to describe the true ownership of said lands by the parties in all cases where the

287345

RECORDED Nov 9 2001 3:25PM
IN BOOK 73 MISC PAGE 42
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

parties' lands abut and neither party has in the past or presently makes any claim against the other with respect to lands described herein as owned by the other based upon the fact that fences in the area of the abutting properties may enclose the lands of the other. To the extent lands of one of the parties is enclosed by the other, it is agreed that any use of said lands is and has historically been with the permission of the true legal owner, which permission may be terminated at any time.

2. **Recording of Agreement**. Either of the parties may record this agreement or an affidavit pursuant to the authority conferred by Wyo. Stat. §34-11-101 in order to make the terms and representations hereof a matter of public record.

3. **Miscellaneous**. This agreement and the representations made herein constitute the full understanding of the parties and may not be altered, amended or rescinded except by appropriate written instrument signed by the party against whom enforcement is sought and as such, shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

EXECUTED to be effective on the date set forth above.

Thomas B. Rossetter, Trustee of the
Thomas B. Rossetter Trust under
Agreement dated November 10, 1998

Mocroft Family Limited Partnership,
a Wyoming limited partnership,

By: Sylvia Sandoval
its: General Partner

By: Harlene Maloney
its: General Partner

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Thomas B. Rossetter, as Trustee of the Thomas B. Rossetter Trust under Agreement dated November 10, 1998, this 5th day of November, 2001.

Witness my hand and official seal.

Notary Public

My Commission Expires:

JODIE M. STARKEY - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 9-06-05

STATE OF NY)
) ss
COUNTY OF NY)

The foregoing instrument was acknowledged before me by Sylvia Sandoval, as General Partner of the Mocroft Family Limited Partnership, this 17 day of Oct, 2001.

Witness my hand and official seal.

Notary Public

MOHINDER S. GULATI
NOTARY PUBLIC, State of New York
No. GU4659357
Qualified in New York County
Commission Expires Nov. 30, 2002

My Commission Expires:

STATE OF ~~WYOMING~~ California)
) ss
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me by Harlene Maloney, as General Partner of the Mocroft Family Limited Partnership, this 26th day of October 26, 2001.

Witness my hand and official seal.

Notary Public

My Commission Expires:

FAYE ALTOBAR
COMMISSION #1286308
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires
DECEMBER 4, 2004

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 23: W1/2SW1/4, SE1/4SW1/4 and those parts of the NE1/4SW1/4 and SE1/4 lying south of U.S. Highway 191 (formerly known as U.S. Highway 187) EXCEPTING FROM the NW1/4SW1/4, E1/2SW1/4 and S1/2SE1/4 of said Section 23 those lands conveyed to The State Highway Commission of Wyoming in Warranty Deed recorded September 26, 1985 in Book 26 of Deeds, Page 97, described as follows:

All that portion of the NW1/4SW1/4, E1/2SW1/4, and S1/2SE1/4 lying between the centerline of the presently U.S. Highway 191 (formerly U.S. Highway 187) and a parallel right of way line 75 feet to the left or southwesterly side when measured at right angles or radially to the following described survey line of highway, said parallel right of way line begins on the south boundary of said Section 23 and ends on the north boundary of said NW1/4SW1/4:

Beginning at a point on the south boundary of said Section 23 from which the southeast corner thereof bears N.89°58'20.12"E. a distance of 984.42 feet; thence N.55°15'17.6"W. a distance of 1,367.94 feet to the point of beginning of a 1°00'00" circular curve concave northeasterly, the radius of which is 5,729.58 feet; thence northwesterly along said curve through a central angle of 20°49'01.5" a distance of 2,081.71 feet to the point of ending of said curve; thence N.39°26'16.2"W. a distance of 555 feet, more or less, until said parallel right of way line intersects the north boundary of said NW1/4SW1/4.

Section 26: NW1/4, NW1/4SE1/4 and that part of the SW1/4NE1/4 described as beginning at a point 100 feet East of the Southwest corner of the SW1/4NE1/4; thence West 100 feet along the quarter section line; thence 100 feet north along the quarter section line; thence Southeasterly to the point of beginning.

EXHIBIT "A"
Rossetter/Rossetter Trust

RECORDED Nov. 13 2001 2:25PM
IN BOOK 73 Misc. PAGE 46
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

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

287367

AFFIDAVIT

ILENE H. MEHLE, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That Edwin C. Mehle died at Pinedale, Sublette County, Wyoming, on April 30, 2001.

2. That Edwin C. Mehle and Ilene H. Mehle were married to each other on the 26th day of November, 1950, at Rock Springs, Sweetwater County, State of Wyoming.

3. That on the 3rd day of October, 1979, Edwin C. Mehle and Ilene H. Mehle, husband and wife, as tenants by the entireties with right of survivorship and not as tenants in common, purchased the following described real property from Donald R. Anselmi and Dora G. Anselmi, husband and wife, and Albert M. Carollo and Leona Carollo, husband and wife:

> That part of the West One-Half of the Northwest One Quarter (W/2NW/4) of Section Twenty-Nine (29), Township Thirty-Four (34) North, Range One Hundred Nine (109) West of the Sixth (6th) Principal Meridian, Sublette County, Wyoming, more particularly described as follows, to-wit:
>
> Beginning at a point that lies North 28°24' East, 1,237.5 feet from the West Quarter Corner of said Section 29 where is found a flint stone 6" x 4" x 3" above ground marked 1/4 on the N; thence North 65°17' East 302.65 feet to the Northwest corner of the Shriver Subdivision of record in the Office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming; thence North 50°06' East 288.3 feet along the North line of said Shriver Subdivision to a point on the Westerly right-of-way line of the Pinedale-Cora County Road; thence North 39°49' West 274.75 feet along said Westerly right-of-way line to a point; thence South 53°36' West 493.5 feet to a point; thence South 18°28' East 242.5 feet to the point of beginning.

4. That Donald R. Anselmi and Dora G. Anselmi, husband and wife, and Albert M. Carollo and Leona Carollo, husband and wife, duly and regularly executed and delivered a Warranty Deed dated October 3, 1979, in favor of Edwin C. Mehle and Ilene H. Mehle, husband and wife, as tenants by the entireties with right of survivorship and not as tenants in common, Grantees, which Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 15th day of January, 1981, in Book 22 of Deeds, Page 289, Reception No. 182394.

5. That at the time of said purchase, and the execution and delivery of the above-described Warranty Deed, the conveyance of the real property hereinabove described was made to Edwin C. Mehle and Ilene H. Mehle, husband and wife, as tenants by the entireties with right of survivorship and not as tenants in common, which created an estate by the entireties, and they owned and held the title to said real property as such husband and wife continuously from said October 3, 1979, until the death of Edwin C. Mehle on April 30, 2001.

6. That Ilene H. Mehle survived Edwin C. Mehle, and by virtue thereof, said estate by the entireties vested in her upon the death of said Edwin C. Mehle, and that she then became the owner in fee simple of all the real property held as such tenants by the entireties hereinbefore particularly described.

7. That this affidavit is made in accordance with the provisions of Section 2-9-102, Wyoming Statutes, 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, Edwin C. Mehle,

certified to by the public authority in which such original death certificate is made of record.

Dated this 11/6/01 day of November, 2001.

Ilene H. Mehle

Subscribed and sworn to before me this 6th day of November, 2001.

My commission expires:

Notary Public

THEDA A. PORTER NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 1, 2004

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 0122

2001-001242
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.)
EDWIN	C.	MEHLE	MALE	APRIL 30, 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.)
520-22-5554	74					OCTOBER 2, 1926

7a. PLACE OF DEATH (Check only one)
HOSPITAL ☐ Inpatient ☐ ER/Outpatient ☐ DOA | OTHER (Specify)

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
191 COUNTY ROAD 144	RURAL PINEDALE	SUBLETTE

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARITAL STATUS	10. SURVIVING SPOUSE (If wife, give maiden name)
WYOMING	MARRIED	IRENE POEDER

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)	12b. KIND OF BUSINESS OR INDUSTRY
YES	BUILDING INSPECTOR	CITY OF ROCK SPRINGS

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	191 COUNTY ROAD 144

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify yes or no) If yes, specify (Mexican, Puerto Rican, Cuban, etc.) ☐ No (Not Spanish/Hispanic)	15. RACE - American Indian, Black, White, Etc. (Specify)	16. DECEDENT'S EDUCATION (Highest grade completed) Elementary/Secondary (0-12)	College (1-4 or 5+)
NO		WHITE		

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
MARTIN	M.	MEHLE	CHRISTINA		RAHONCE

INFORMANT

19a. INFORMANT - NAME (Type or print)	19b. RELATIONSHIP TO DECEDENT
~~IRENE MEHLE~~ ILENE MEHLE	SPOUSE

19c. MAILING ADDRESS (Street or R.F.D. number)	CITY OR TOWN	STATE	ZIP
P.O. BOX 385	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal, Donation (Specify)	20b. DATE OF (Mo., Day, Yr.)	20c. NAME OF CEMETERY OR CREMATORY	20d. LOCATION - CITY OR TOWN	STATE
BURIAL	MAY 4, 2001	ST. JOSEPH'S CEMETERY	ROCK SPRINGS	WYOMING

21a. FUNERAL SERVICE LICENSEE (Person Acting) As Such (Signature)	21b. NAME OF FACILITY	21c. ADDRESS OF FACILITY
▶	HUDSON'S FUNERAL HOME LTS	164 N. ROGER 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) ▶ CORONER

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH	23b. HOUR OF DEATH
5/3/01	10:56 A. M.	10:56 A. M

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

23a. DATE PRONOUNCED DEAD (Mo., Day, Yr.)	23b. PRONOUNCED DEAD (Hour)
APRIL 30, 2001	11:52 A. M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) W.F. MEYER CORONER PINEDALE, WYOMING 82941

25a. REGISTRAR (Signature) ▶ [signature] | 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 05/03/01

CAUSE OF DEATH

PART I. Enter the chain of events, diseases, injuries, or complications that caused death. Do NOT enter terminal events such as cardiac arrest 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.	Chronic myelogenous leukemia	3 yrs
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST b.	DUE TO (OR AS A CONSEQUENCE OF):	
c.	DUE TO (OR AS A CONSEQUENCE OF):	
d.	DUE TO (OR AS A CONSEQUENCE OF):	

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

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

29. MANNER OF DEATH	30a. DATE OF INJURY (Month, Day, Year)	30b. TIME OF INJURY	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
X Natural ☐ 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

MAY - 7 2001

125243

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

DATE ISSUED: JUN - 7 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

DEDICATION OF PRIVATE ARCHULETA CEMETERY

(Separate from Plat)

COMES NOW GEORGE ARCHULETA and DIANNA L. ARCHULETA and, pursuant to the provisions of Wyoming Statute Sec. 35-8-101, do hereby dedicate and convey the property described in Exhibit "A" hereto as a private cemetery. The described property is conveyed to GEORGE ARCHULETA and DIANNA L. ARCHULETA, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, and shall consist of one undivided block. A plat of the Archuleta Cemetery is filed with the County Clerk of Sublette County, Wyoming contemporaneously with the filing of this Dedication Of Private Archuleta Cemetery and a copy attached hereto as Exhibit "B".

DATED this 9th day of November, 2001.

George Archuleta
GEORGE ARCHULETA

Dianna L. Archuleta
DIANNA L. ARCHULETA

ELIZABETH A. BROWN - NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 1, 2005

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing **Dedication Of Private Archuleta Cemetery** was acknowledged before me by GEORGE ARCHULETA and DIANNA L. ARCHULETA, this 9th day of November, 2001.

Witness my hand and official seal.

Elizabeth A. Brown
NOTARY PUBLIC

My Commission Expires:
March 01, 2005

287368

RECORDED Nov. 13 2001 2:30 PM
IN BOOK 73 Misc. PAGE 49
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sten

EXHIBIT A

DESCRIPTION

FOR

ARCHULETA CEMETERY

To-wit:--

That part of Lot 20 (SE¼SW¼) of Section 21, T27N, R112W, Sublette County, Wyoming described as follows:

BEGINNING at a point on the north-south mid-section line, N00°-13'E, 345.08 feet from th south one-quarter corner of said Section 21 found as described in the Corner Record filed in th Office of the Clerk of Sublette County;

thence N77°-22'W, 177.05 feet to a point;

thence N34°-02'W, 157.80 feet to a point;

thence N60°-53'E, 191.81 feet to a point;

thence N30°-03'E, 189.92 feet to a point on the said mid-section line;

thence S00°-13'W, 427.23 feet to the **POINT OF BEGINNING**;

each point marked by a 5/8x24 ins. steel reinforcing rod with aluminum cap inscribed "SURVEYOR SCHERBEL, LTD. PLS164 2001 BIG PINEY, WY" and appropriate details set;

ENCOMPASSING an area of 1.29 acres, more or less;

the base bearing for this survey being the east one-half of the south line of said Section 21 with record of S89°-53'W;

all in accordance with a plat prepared to be filed in the said Office titled, "ARCHULETA CEMETERY IN LOT 20 (SE¼SW¼) SECTION 21 T27N R112W SUBLETTE COUNTY, WYOMING".

16 October 2001

File: Archuleta Cemetery des.

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3990
Utah Registration No. 1670
Nevada Registration No. 6605

Scott A. Scherbel
Wyo. Registration No. 3989
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

"Modification in any way of the foregoing description [illegible]

345.08'

LEGEND

□ indicates a Corner Record filed in the Office of the Clerk of Sublette County.

⊙ indicates a 5/8x24 ins. steel reinforcing rod with aluminum cap inscribed, "SURVEYOR SCHERBEL, LTD. BIG PINEY WY PLS164 2001" and appropriate details set.

E1/16 S21/S28

S89°-53'W Base Bearing

287264

RECORDED Nov. 16 2001 9:50AM

IN BOOK 72 Misc. PAGE 717

FEES $25.00 [illegible] CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

ARCHULETA CEMETERY

IN

LOT 20 (SE¼SW¼) SECTION 21

T27N, R112W

SUBLETTE COUNTY, WYOMING

9319

revised: 11 October 2001

"B"

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 Forty-Four (44) of the Boulder Lake Country Estates, Second Filing, Sublette County, Wyoming, from the Right Of First Refusal as reserved in the Declaration Of Protective Covenants recorded 2/5/76 in Book 31 of Misc., Page 418 in the office of the Sublette County Clerk. It is specifically noted that any right of first refusal that might apply to any prior transfer of said real property is hereby 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

287374

RECORDED Nov. 13 2001 2:50 PM
IN BOOK 73 Misc. PAGE 52
FEES $10.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

IN THE DISTRICT COURT, THIRD JUDICIAL DISTRICT
COUNTY OF UINTA, STATE OF WYOMING

FILED

IN THE MATTER OF THE ESTATE)
)
OF)
)
JULIE CHRISTINE McINNIS)
)

Probate No. 10-283

NOV 06 2000

ANN E. LAVERY
CLERK OF COURT
DEPUTY

ORDER APPROVING FINAL REPORT AND ACCOUNTING, AND DECREE OF DISTRIBUTION

The above-captioned matter having come on for before the Court in its regular order on the Final Report, Accounting and Petition for Distribution, as presented to the Court by the Personal Representative of the above-captioned estate, and the Court, having examined said Final Report, Accounting and Petition for distribution and having examined the Waiver and Renunciation of Joseph T. McInnis, the Court finds that it has full and complete jurisdiction over the subject matter and all interested parties.

The Court finds that the statements made in the said Final Report, Accounting and Petition for Distribution are true and correct, that the conduct of the Personal Representative in the administration of this estate as reflected in said Report is in accordance with 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.

287441

RECORDED Nov. 16 2001 9:10a M
IN BOOK 73 Misc. PAGE 53
FEES $ 18.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Final Report, Accounting and Petition for Distribution be, and the same hereby is, fully and finally ratified, confirmed and approved, and all of the doings of the Personal Representative in the premises be, and the same hereby are fully and finally approved,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Creditors shall be paid in full from the estate before distribution to the heirs. The Creditors and amounts payable to each are described and limited as follows:

CREDITOR	AMOUNT
American Express	92.00
Capital One Services, Inc.	618.54
Citicorp Credit Services, Inc.	1,316.02
Crandall Funeral Homes	7,796.25
General Motors Acceptance Corp.	6,592.95
Michelle L. Lee	64.00
U.S. Bank National Association f/k/a First Bank South Dakota, N.A.	1,472.27
Total	$17,952.03

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the assets remaining after payment of the estate's creditors now in hands of the Personal Representative be, and the same hereby are, distributed as follows:

a. Joseph T. McInnis shall receive free and clear title to the 1989 Ford van (VIN no. 1EMHE21HVKHB78647), the household furnishings, and the jewelry.

b. Bradly J. McInnis and Travis W. McInnis shall each receive and undivided one-half interest in and to the mineral estate described in Exhibit "A" which is attached hereto and made a part of this order for all purposes.

In making such distributions, the Personal Representative shall execute and deliver such legal instruments as shall be necessary or appropriate to effectuate said distribution.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that after the Personal Representative has concluded the investigation or prosecution, as the case may be, of any potential claim against the Utah Department of Transportation, the Personal Representative shall file with the court his Petition for Discharge.

DATED this 6 day of November, 2000.

Judge John D. Troughton

CERTIFIED TO BE A FULL, TRUE, AND CORRECT COPY
ANN E. LAVERY
Clerk of District Court
By

F:\WP\8\McInnis\Order approving final report & decree of distribution.wpd

Ent: 301 in Probate Journal
No 11 on Pgs. 693-695

56

MINERAL INTERESTS OF ESTATE OF JULIE CHRISTINE MCINNIS

The mineral interest of the estate of the said Julie Christine McInnis, deceased, is an undivided 1/20th interest in and to the oil, gas, casing head gas, and all associated hydrocarbons in and under, and that may be produced from, the following described lands situate in Lincoln and Sublette Counties, Wyoming, more particularly described as follows:

LINCOLN COUNTY:

Parcel 1:
SW1/4NW1/4, NW1/4SW1/4, SE1/4SW1/4, Section 13; E1/2NE1/4, Section 14; N1/2NW1/4, SE1/4NW1/4, Section 24; all in Township 23 North, Range 116 West of the 6th Principal Meridian.

Parcel 2:
Tracts Numbered 73, 74, 75 and 78 in Township 24, North, Range 117 West of the 6th Principal Meridian, described in the original survey as the NE1/4, Section 10;S1/2NE1/4, SW1/4NW1/4, SE1/4, NW1/4SW1/4, SE1/4SW1/4, Lot One (1),Section 3; SE1/4NE1/4, Lot One (1), Section 4; all in Township 24 North, Range 117 West of the 6th Principal Meridian.

Parcel 3:

Lots Five (5) and Six (6), Section 19, Township 25 North, Range 116 West of the 6th Principal Meridian.

Parcel 4:

E1/2NW1/4, NE1/4, Section 24; NE1/4, E1/2NW1/4, NE1/4SE1/4, Section 21; SE1/4, E1/2 SW1/4, Section 27; SW1/4NW1/4, Section 35; N1/2NE1/4, SE1/4NE1/4, E1/2NW1/4, Section 34; W1/2NW1/4, Section 15; NW1/4SW1/4,S1/2SW1/4, Section 22; N1/2NW1/4, SW1/4NW1/4, W1/2SW1/4, Section 26; SW1/4NW1/4, Section 24; SE1/4NE1/4, N1/2SE1/4, SW1/4SE1/4, SE1/4SW1/4, Section 23; W1/2SW1/4, Section 10; S1/2NE1/4, S1/2NW1/4, SE1/4, NE1/4,SW1,4, Section 22; SW1/4SW1/4, Section 23; NE1/4, E1/2NW1/4, Section 27; all in Township 25 North, Range 117 West of the Principal Meridian.

Parcel 5:

All of Section 18 LESS AND EXCEPT the SW1/4SW1/4, Township 20 North, Range 112 West of the 6th Principal Meridian.

Parcel 6:

All of Section 13 LESS AND EXCEPT Oregon Short Line Railroad Company Right-of-Way, Township 20 North, Range 113 West of the 6th Principal Meridian.

EXHIBIT
tabbies
"A"

Parcel 7:

All of Section 15, Township 20 North, Range 113 West of the 6th Principal Meridian.

Parcel 8:

All of Section 23, Township 20 North, Range 113 West of the 6th Principal Meridian.

Parcel 9:

All of Section 1, Township 20 North, Range 113 West of the 6th Principal Meridian.

Parcel 10:

All of Section 3, Township 20 North, Range 113 West of the 6th Principal Meridian.

Parcel 11:

All of Section 11, Township 20 North, Range 113 West of the 6th Principal Meridian.

Parcel 12:

Lot Five (5), Section 19; Tracts or Lots Numbered 48 and 52, Township 26 North, Range 113 West of the 6th Principal Meridian.

Parcel 13:

Tract Numbered 37, described by the original survey as the SE1/4, S1/2NE1/4, NW1/4NE1/4, NE1/4SW1/4, NW1/4, Section 26;

Tract Numbered 38, described by the original survey as W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4, Section 22;

NE1/4NE1/4, LESS AND EXCEPT a 10.35 acre part conveyed to Union Pacific Railroad Company in a deed dated May 12, 1898; all in Section 27, Township 21 North, Range 113 West, 6th Principal Meridian;

Lot Numbered 5, Section 20; Lots Numbered 3, 4 and 6 of Section 22; Lot Numbered 2, Section 26; all in Township 21 North, Range 113 West of the 6th Principal Meridian.

Parcel 14:

Tracts Numbered 68, 70, 73 and 80, described by the original survey as E1/2NE1/4, W1/2NW1/4, E1/2SE1/4, W1/2SW1/4, Section 8; S1/2, Section 5; S1/2NW1/4,

N1/2SW1/4, Section 4; all in Township 25 North, Range 118 West of the 6th Principal Meridian.

Parcel 15:

AS TO AN UNDIVIDED ONE-HALF INTEREST TO THE FOLLOWING:

Tracts Numbered 49 and 53, described by the original survey as W1/2SW1/4, SW1/4NW1/4, Section 28; SE1/4SE1/2, N1/2SW1/4, SE1/4SW1/4, S1/2NE1/4, S1/2NW1/4, Section 29; NE1/4NW1/4, N1/2NE1/4, SE1/4NE1/4, Section 30; and Lot Numbered 49; all in Township 26 North, Range 113 West of the 6th Principal Meridian.

Parcel 16:

Resurvey Tract #40, being formerly described as Lots 5,10, 12, E1/2SW1/4 of Section 6, and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M., and the above described lands shall include, but are not limited to, any and all riparian or accretion rights now owned or hereafter owned by decedent adjacent to or underlying the bed of the Green River and all rights to the center of the Green River.

SUBLETTE COUNTY:

Section 18: Lots 1 and 2, E1/2NW1/4, Township 29 North, Range 112 West, 6th Principal Meridian; and Section 11: E1/2SW1/4, SE1/4, Section 12; NW1/4SW1/4, S1/2S1/2; and Section 13: N1/2N1/2, SE1/4NE1/4, SE1/4, SE1/4SW1/4; and Section 14: N1/2NE1/4, NE1/4NW1/4; and Section 24: N1/2NE1/4, all in Township 29 North, Range 113 West, 6th Principal Meridian, containing approximately 1,146.01 acres.

Section 11: Lots 2 and 3, SE1/4NW1/4, Township 32 North, Range114West; Section 30; S1/2SE1/4; Section 31: N1/2NE1/4, Lots 2, 3 and 4, SE1/4NW1/4,E1/2SW1/4, Township 33 North, Range 113 West; Section 26: S1/2S1/2 and Section 35: NW1/4NE1/4, Township 33 North, Range 114 West, 6th Principal Meridian, containing approximately 950.29 acres.

Section 10: SE1/4NE1/4, N1/2SE1/4, SE1/4SE1/4; Section 11: W1/2SW1/4,Township 29 North, Range 113 West, 6th Principal Meridian.

Section 34: E1/2SE1/4; Section 35: S1/2SW1/4, Township 30 North, Range 114 West; Section 1: S1/2SW1/4; Section 2: S1/2SE1/4, E1/2SW1/4, Lot 3, SE1/4NW1/4; Section 11: N1/2NE1/4; Section 12: N1/2NW1/4, Township 29 North, Range 114 West, containing approximately 628.58 acres.

S1/2S1/2 of Section 15; E1/2NE1/4, of section 21: N1/2N1/2, S1/2NW1/4, SW1/4NE1/4, Section 22, all in Township 31 North, Range 113 West, containing approximately 520.00 acres.

Lots 1, 6, 7, 13, NE1/4SE1/4, Section 21; SW1/4SW1/4, Section 22; W1/2NW1/4, SE1/4NW1/4, N1/2SW1/4, Section 27; Lots 1, 6, 7, SE1/4NE1/4, Section 28; all in Township 29 North, Range 111 West, containing approximately 533.53 acres.

60

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:

"LOUIS DREYFUS NATURAL GAS CORP.", A OKLAHOMA CORPORATION,

WITH AND INTO "DOMINION OKLAHOMA TEXAS EXPLORATION & PRODUCTION, INC." UNDER THE NAME OF "DOMINION OKLAHOMA TEXAS EXPLORATION & PRODUCTION, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2001, AT 2:30 O'CLOCK P.M.

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

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF NOVEMBER, A.D. 2001.

287503

RECORDED Nov. 20 2001 3:15 PM
IN BOOK 73 Misc. PAGE 60
FEES $ 16.00 Mary L. Lobato CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Sucke

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3438460 8330

010563662

AUTHENTICATION: 1434662

DATE: 11-08-01

AFFIDAVIT AFFECTING TITLE

Ted L. Herrmann and M. Joanne Herrmann, of lawful age, being first duly sworn upon **their** oaths, depose and say:

1. That the affiants are the owners of the land described herein.

2. That this affidavit is executed pursuant to W.S. 34-11-101, and affects title to Lot 17, Green River Ranch Subdivision, Unit A, Sublette County, Wyoming.

3. That title was conveyed to Theodor L. Hermann, a/k/a Theodore L. Hermann and M. Joanne Hermann a/k/a Joanne Hermann in the Warranty Deed dated April 7, 1983 and recorded as instrument number 195796 in Book 24 of Deeds, Page 211 in the office of the Sublette County Clerk on April 8, 1983.

4. That title was then conveyed by Ted L. Herrmann and M. Joanne Herrmann in the Quitclaim Deed dated March 26, 2001 and recorded as instrument number 283484 in Book 13 of QCD, Page 289 in the office of the Sublette County Clerk on April 18, 2001.

5. That the correct spelling of our last name is Herrmann.

6. That Ted L. Herrmann is one and the same person as Theodor L. Hermann and Theodore L. Hermann. M. Joanne Herrmann is one and the same person as M. Joanne Hermann a/k/a Joanne Hermann.

FURTHER AFFIANT SAYETH NOT.

DATED this 14th day of **November** , 2001.

Ted L. Herrmann

Ted L. Herrmann

M. Joanne Herrmann

M. Joanne Herrmann

STATE OF **WYOMING**)
) ss.
COUNTY OF **NATRONA**)

Subscribed and sworn and acknowledged to before me by **Ted L. Herrmann and M. Joanne Herrmann**, this 14th day of November, 2001.

LARRY W. HARRINGTON - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Nov. 21, 2003

Notary Public

287504

RECORDED Nov. 20 2001 3:30pM
IN BOOK 73 Misc. PAGE 61
FEES $ 6.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

AFFIDAVIT OF SURVIVORSHIP

STATE OF FLORIDA)
)ss.
COUNTY OF LEON)

TERRI JO BARRON, of said County and State, being first duly sworn on her oath, deposes and says:

That TERRI JO BARRON is the surviving spouse of **DEMPSEY JAMES LOUIS BARRON, a/k/a DEMPSEY J. BARRON**, who died 7/7/01, in Leon County, State of Florida.

That at the time of the death of DEMPSEY JAMES LOUIS BARRON, a/k/a DEMPSEY J. BARRON, he owned certain real property by virtue of a certain Warranty Deed; said lands being more particularly described as follows:

An undivided one-half (1/2) interest in and to the following;
Township 34 North, Range 112 West of the 6th P.M., Sublette County, Wyoming;

Section 7:	SE1/4SE1/4;
Section 8:	E1/2SW1/4, SW1/4SW1/4;
Section 10:	S1/2SE1/4, SW1/4'
Section 13:	W1/2SE1/4, except that part of the NW1/4SE1/4 lying and being situate easterly of Wyoming State Secondary Highway No. 1805, also known as Highway 354; and that part of the SE1/4SE1/4 lying and being situate westerly of Wyoming State Secondary Highway No. 1805, also known as Highway 354;
Section 14:	S1/2N1/2, S1/2;
Section 15:	E1/2NE1/4, W1/2NW1/4, S1/2;
Section 17:	All;
Section 22:	E1/2NE1/4, NW1/4NE1/4, NE1/4NW1/4;
Section 23:	N1/2, E1/2SE1/4;
Section 24:	N1/2, N1/2SE1/4, E1/2SW1/4;
Section 26:	NE1/4NE1/4;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

This Warranty Deed being recorded in the office of the Sublette County Clerk on 3/10/00, in Book 40 of Deeds, Page 333.

That the deceased DEMPSEY JAMES LOUIS BARRON, a/k/a DEMPSEY J. BARRON is one of the grantees in the beforementioned Warranty Deed, and that the affiant, TERRI JO BARRON is one and the same person as the said TERRI JO BARRON, the other grantee in the beforementioned Warranty Deed.

That the beforementioned Warranty Deed created tenancy of an estate by the entireties with full right of survivorship under the laws of the State of Wyoming and, at the death of DEMPSEY JAMES LOUIS BARRON, a/k/a DEMPSEY J. BARRON, all equity, right, title and interest of DEMPSEY JAMES LOUIS BARRON, a/k/a DEMPSEY J.

287551

RECORDED Nov. 27 2001 1:59 PM
IN BOOK 73 Misc. PAGE 102
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

BARRON, in the beforementioned real property passed to and was vested in TERRI JO BARRON.

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 DEMPSEY JAMES LOUIS BARRON, a/k/a DEMPSEY J. BARRON, deceased.

DATED this 20th day of NOVEMBER, 2001.

Terri Jo Barron
TERRI JO BARRON

Subscribed and sworn to before me by TERRI JO BARRON, this 20th day of November, 2001.

WITNESS my hand and official seal.

Judith Glenn Zoran
NOTARY PUBLIC

My Commission Expires:

JUDITH GLENN ZORN
MY COMMISSION # DD 035661
EXPIRES: June 21, 2005
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

CERTIFICATE OF DEATH
FLORIDA

TYPE OR PRINT IN PERMANENT BLACK INK

LOCAL FILE NO.

DECEDENT

1. DECEDENT'S NAME	FIRST	MIDDLE	LAST	2. SEX
	DEMPSEY	JAMES	LOUIS BARRON	Male

3. DATE OF DEATH (Month, Day, Year)	4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 Day Hours	Minutes
July 7, 2001	267-12-8472	79				

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)
March 5, 1922	Rose Hill, Alabama	yes

9a. PLACE OF DEATH (Check only one; see instructions on other side)
HOSPITAL: ___ Inpatient ___ ER/Outpatient ___ DOA OTHER: ___ Nursing Home X 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
979 Summerbrook Drive	Tallahassee	Leon

GIVE KIND OF WORK DONE DURING MOST OF WORKING LIFE. DO NOT USE RETIRED.

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)
Attorney/ Rancher	Law/ Cattle	married	Terri Jo Kennedy

13a. RESIDENCE – STATE	13b. COUNTY	13c. CITY, TOWN, OR LOCATION	13d. STREET AND NUMBER
Florida	Leon	Tallahassee	979 Summerbrook Drive

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.) X No ___ Yes 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	32312		white		5+

17. FATHER'S NAME (First, Middle, Last)	18. MOTHER'S NAME (First, Middle, Maiden Surname)
Jesse Carl Barron	Minnie Brown

19a. INFORMANT'S NAME (Type/Print)	19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
Terri Jo Barron	979 Summerbrook Dr., Tallahassee, FL 32312

DISPOSITION

20a. METHOD OF DISPOSITION	20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)	20c. LOCATION – City or Town, State
X Burial ___ Cremation ___ Removal from State ___ Donation ___ Other (Specify)	Greenwood Cemetery	Panama City, Florida

21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH	21b. LICENSE NUMBER (of Licensee)	21c. NAME AND ADDRESS OF FACILITY
	#3320	Bevis Funeral Home Tallahassee, Florida 32303

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) ▶ J Allee MD

22b. DATE SIGNED (Mo., Day, Yr): 7-9-01

22c. HOUR OF DEATH: 4:23 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

23d. MEDICAL EXAMINER'S CASE #

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER) (Type or Print)
J. Galt Allee, MD 1401 Centerville Road, Tallahassee, FL 32308

25a. SUBREGISTRAR – SIGNATURE AND DATE	25b. LOCAL REGISTRAR – SIGNATURE	25c. DATE REGISTERED
▶	▶ Dione W. Gibson	July 11, 20

VOID IF ALTERED OR ERASED

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

BY Dione W. Gibson 7-11-01 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.

THIS DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINER WITH TEXT AND SEALS IN THERMOCHROMIC INK.

$2234348

DOH FORM 1728 (10/94)

FLORIDA DEPARTMENT OF HEALTH

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING	)	IN THE PROBATE COURT
	) ss.	
COUNTY OF SUBLETTE	)	NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE PROPERTY	)	
	)	
INTERESTS OF THEODORE R. MURPHY,	)	**PROBATE NO. 1791**
	)	
DECEASED.	)	

287581

RECORDED Nov. 28 2001 1:10 PM
IN BOOK 73 Misc PAGE 605
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Scaton

FILED

NOV 20 2001

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

DECREE

THIS MATTER having come before the Court upon an Application for Decree filed herein, the Court having reviewed the file and being fully informed in the premises, finds as follows:

1. Theodore R. Murphy died on January 9, 2001, at the Gallatin Rest Home of Bozeman, Gallatin County, Montana, and at least thirty (30) days elapsed thereafter before the filing of the Application for Decree.

2. The entire estate of said Decedent, less liens and encumbrances, does not exceed seventy thousand dollars ($70,000.00) in value.

3. No application for appointment of a personal representative of said estate was pending or had been granted in any jurisdiction at the time of filing of said Application for Decree.

4. Said Decedent died seized of the following real property or mineral interests in Sublette County, Wyoming:

Township 31 North, Range 109 West, 6th PM

Section 20: SE¼ SE¼
Section 21: Lots 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: Lot 1

Which should be a Royalty Interest of 5.6667% in all oil, gas and other valuable mineral rights lying in, on and under the above-described land including all interest that the above decedent may have owned at his death in any mineral interests and/or mineral leases covering lands above described.

5. The following distributees, children of the deceased, because of the stated relationship with said Decedent, are entitled to delivery of the above-described property, and there are no other distributees of the Decedent having a right to succeed to the property under probate proceedings.

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED that right and title to the above-described real property is vested in the Decedent's children and distributees as follows:

Theodore Franklin Murphy	2.83334% Royalty Interest
Janet Murphy	2.83333% Royalty Interest

DATED this 20th day of November, 2001, at Pinedale, Sublette County, Wyoming.

BY THE COURT:

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
SUBLETTE COUNTY

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

Probate No. 1795

IN THE MATTER OF THE ESTATE OF:)
)
JOE L. MEEKS,)
)
Deceased.)

FILED

NOV 26 2001

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

DECREE APPROVING APPLICATION FOR ESTABLISHING RIGHT AND TITLE TO REAL PROPERTY

This matter having come on regularly to be heard by the Court on an Application for a Decree Establishing Right and Title to Real Property filed by Donna J. Meeks, and it appearing that notice has been published and given to all interested parties according to law and there having been no objections to said Application filed herein; and the Court being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that all of the decedent's right, title and interest in and to the following described real estate located in Sublette County, Wyoming, and more particularly described as follows:

> Lots 13, 14, 15 and 16 of Block 39, Marbleton Townsite, Sublette County, Wyoming.

be, and the same hereby is, determined to be and is set over to Donna J. Meeks, of P.O. Box 643, Big Piney, WY 83113.

287582

RECORDED Nov. 28 2001 1:35pM
IN BOOK 73 Misc. PAGE 67
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cota

IT IS FURTHER ORDERED that pursuant to W.S.A. 2-1-205, as amended, a certified copy of this Decree shall be filed with the County Clerk and Ex-Officio Register of Deeds in and for the County of Sublette, State of Wyoming, this Decree being presumptive evidence of the title to the aforementioned real property.

DATED this 21st day of Nov., 2001.

District 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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "COUNTRY CLUB COMMERCIAL WEST ADDITION "

WHEREAS, the declarant is the owner of all the lots located in the Country Club Commercial West 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 28th day of November, 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) and Seven (7), Country Club Commercial West Addition to the Town of Pinedale, Sublette County, Wyoming (the Property), is adopting the following Covenants, Conditions and Restrictions to preserve and to maintain the character and value of the Property for all Owners of the Property or any part thereof.

NOW THEREFORE, Declarant hereby declares that the Property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following reservations, easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding upon all parties having any right, title or interest in and to the Property, or any part thereof, their heirs, successors and assigns.

1. Definitions. The following terms shall carry the following definitions for purposes of this Declaration.

A. "Declarant" shall mean and refer to REDSTONE CORPORATION.

B. "Lot" shall mean and refer to any of the Lots shown on the official Plat of Country Club Commercial West Addition.

C. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot.

D. "Property" shall mean and refer to that certain real property making up Country Club Commercial West Addition.

E. "Tree" shall mean a canopy or evergreen tree with a trunk at least three inches in diameter at a spot one foot above ground level or a large shrub or multi-stem tree at least eight feet in height.

F. "Shrub" shall mean the size shrub normally delivered for resale in a #5 container.

G. "Screen" shall mean any approved combination of earth-berming, landscaping, solid fence and/or wall as approved in writing by the Committee. Chain link fencing either with or without vertical inserts shall not constitute a proper "Screen" and shall not be constructed on any lot in the Country Club Commercial West Addition.

H. "Committee" shall mean and refer to the committee as described in Section 8 hereinafter.

287585

RECORDED Nov. 28, 2001 2:45 PM
IN BOOK 73 Misc. PAGE 69
FEES $ 18.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sieta

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. All external surfaces shall employ earth (soil) colored tones. Glossy painted finishes shall not be allowed. Color samples, or pieces of exterior materials and roofing material to be used shall be submitted to the Committee for approval at the same time the building plans are submitted for approval.

E. The exposed fronts and street sides of all buildings shall be non-reflective. Glass windows and doors shall not be considered as being reflective. At lease 30% of the exposed fronts and street sides of all buildings shall be constructed or faced with natural wood having a minimum thickness of not less than 5/8 inch or shall include a stone or brick wainscot with a minimum thickness of two inches and have a height from grade of at least one-third of the total wall height.

F. Exterior wall sheathing (plywood, particle board, T-111 or similar products) shall not be considered structural, finished or natural materials for the purposes of applying these Covenants, Conditions and Restrictions.

G. Composite panels (gypsum board, cement fiber board 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. Buildings must be completely finished on all sides.

I. All structure construction and alteration shall comply with the latest provisions of the following standard codes or other official amendments effective as of the date a building permit is issued:

(i) Uniform Building Code, current edition;

(ii) National Plumbing Code, current edition;

(iii) National Electrical code, current edition;

(iv) National Fire Protective Association International;

and such State of Wyoming Safety Codes as may be applicable .

J. All buildings shall conform to the plan, both as to location and construction,

as approved by the Committee.

K. Once construction is commenced on any improvement, construction must be performed diligently from the time of commencement until fully completed and construction must be completed within twelve (12) months of the commencement of construction.

3. Landscape Standards.

A. All landscaping shall be maintained at all times in accordance with the landscape plan submitted and approved to the Committee. All planned trees and shrubs must survive after planting or be replaced and replanted. Plants which exhibit evidence of insects, pests diseases and/or damages shall be appropriately treated and/or removed.

B. All parking, driveway or storage areas or otherwise unlandscaped open space shall be surfaced with a minimum of four inches of crushed gravel, covered with concrete or paved. This surfacing shall be in place prior to any use of the property.

C. All grassed areas, trees and /or shrubs shall be on a buried sprinkler or drip watering system.

D. A minimum of ten percent (10%) of the total Lot shall be landscaped. Landscaping shall include a minimum of one tree and five (5) shrubs. An additional one tree and five (5) shrubs shall be required for each additional one thousand (1000) square feet (or major fraction thereof) of the required landscaped area in excess of one thousand (1,000) square feet. Shrubs may be substituted for trees at a ratio of five (5) shrubs for each tree.

E. The landscaping shall be maintained in a regular and normal manner, including weeding, irrigation, fertilizing, pruning and mowing.

F. The landscaping proposed in the approved plan shall be completed no later than eighteen months after approval by the Committee.

4. Storage / Screening Standards.

A. All rear parking lots, storage areas, loading facilities and service areas shall be screened with an approved Screen. Front parking areas for customers and employees need not be screened provided said vehicles are not left over night on the Lot.

B. No materials, supplies, equipment, vehicles or other items shall be stored outside of any building, unless capable of being entirely screened by an approved Screen from public view. With the approval of the Committee, unscreened displays of certain types of merchandise for sale or rent may be approved, subject to conditions or requirements that may be imposed by the Committee.

C. Rubbish and garbage facilities shall be screened by an approved Screen so as to not be visible from any street.

D. No materials, supplies, equipment, vehicles or other items shall be stored on a Lot, which are unrelated to the business operated thereon.

E. All used materials, parts, used tires, components or other such replaced items

shall be removed from the Property on no less than a monthly basis.

F. The Committee shall, in its sole discretion, determine the adequacy of the screening required herein.

5. General Restrictions. The following general restrictions shall apply to the Property:

A. Each Lot shall be used only for commercial purposes as allowed in the C-1 Zoning District, under the Zoning Ordinance of the Town of Pinedale. This includes personal storage by any Lot Owner.

B. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lot.

E. No mining, drilling, excavation or other mineral exploration or drilling activity shall be permitted on any Lot, including removal of gravel and sand; provided that excavation for construction (including roadways) or landscape purposes is permitted.

F. No Lot shall be further subdivided.

G. The Owner of any Lot shall do all other things necessary or desirable to keep the same neat and in good order, including but not limited to periodic mowing no less than once a month during the growing season, and, in the event that any such Owner shall permit to remain upon any Lot any rubbish, debris, or trash, or fail to meet such mowing requirement, then and in each instance, the Committee, or such person or persons as the Committee may from time to time designate, may enter upon the property and shall remove the same therefrom, mow or otherwise cause compliance herewith and such owner or occupant shall forthwith upon such entry, be liable to the Committee for the full cost of enforcing such compliance herewith and such cost shall become an assessment against the property. Any entry for said purposes shall not be deemed to be a trespass upon the property, and the decision of the Committee shall be conclusive as to whether or not this covenant has been violated; provided, however, that notice of any violation thereof shall have been given the Owner in writing not less than five (5) days prior to any such entry.

H. No automobile or truck repair business shall be allowed on any Lot unless associated with a new automobile or truck sale business operated on the same Lot.

G. No trailer house or mobile home, tent, camper outbuilding or any other structures of a temporary or mobile nature, shall be placed on any Lot for any purpose except as the same may be customarily employed by contractors during the construction of permitted improvements on the subject Lot.

I. No changes in elevations of any Lot shall be made which will cause undue hardship to adjoining Lots with respect to surface runoff of water.

J. All signs must be professionally done, in harmony with the Property as a whole, of permanent installation and approved by the Committee prior to construction.

K. No livestock, poultry or other animals of any type shall be boarded, kept or maintained on the Property.

6. Maintenance Assessments.

A. Every person or entity who is either a record owner of a fee interest in any Lot or a contract purchaser of any Lot in the Country Club Commercial West Addition shall be obligated to pay all assessments imposed by the Committee provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be required to pay such assessments. This obligation to pay assessments shall be appurtenant to and a lien on each Lot. The assessments levied by the Committee shall be used for the purpose of promoting the health, safety and welfare of the Owners of Lots within the Country Club Commercial West Addition. Enforcement of these Covenants, Conditions and Restrictions, including reasonable attorney's fees, related costs and the indemnification of the individuals acting as the governing committee for their actions in capacity, is specifically declared to be for the health, safety and welfare of the Owners of Lots within the Country Club Commercial West Addition. No assessment shall be imposed in excess of $500.00 per Lot per calendar year without the approval of a majority of the Lot Owners.

B. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to this Declaration and agrees to pay the Committee the sums assessed under A above. Each such assessment, together with interest at the rate of eighteen percent (18%), costs and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the owner of such Lot at the time when the assessment became due and payable.

C. All assessments must be fixed at a uniform rate per Lot and may be collected on a monthly, annual or other interval as determined by the Committee.

D. Any assessment not paid within thirty (30) days after the due date therefor shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Committee may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein.

7. Committee.

A. There shall be a Committee, which shall consist of three (3) members. The initial Committee shall be composed of JOHN A. SULENTA, BONNIE CHAMBERS and SUSIE SULENTA. After four (4) Lots are sold by the Declarant, the Owners shall elect the members of the Committee. Each Lot shall have one vote per member of the Committee being elected regardless of the number of Owners of an individual Lot. A Lot's vote must be cast unanimously by its Owners in order for said vote to be allowed. Vacancies in the Committee caused by death, resignation or inability to act, shall be filled by appointment by the remaining member of the Committee or, if there is no remaining

member, by election by the Owners. All members of the Committee once elected will serve for a two (2) year term, commencing on the day of election. A member of the Committee may be removed from the Committee upon a vote of five Lot Owners. It shall be the duty of the Committee to consider and act upon proposals, plans and specifications submitted to it from time and to perform such other duties from time to time delegated to it by the Owners.

B. The Committee shall meet from time to time (in person, by telecommunications or other convenient method) as necessary to properly perform its duties hereunder. A vote or written consent by two (2) members shall constitute an act by the Committee.

C. No building, structure, sign, fence, remodeling or improvement of any kind shall be erected, placed, constructed or permitted on any Lot until the plans, specifications, location, exterior materials and landscaping plan have been approved in writing and a building permit has been issued by the Committee. The Committee shall exercise its discretion to issue building permits with the following objectives in mind: to carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to preserve visual continuity of the area; to assure that any change will be of good and attractive design; and to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area. No building permit for any improvement shall be issued for a Lot until a landscaping plan has been submitted and approved by the Committee.

D. The Committee shall review the plans and specifications within thirty (30) days from the submission and determine if the proposed construction, improvements or development conforms to the requirements of these covenants. Approval, if appropriate, will be issued by a written statement from the Committee, which shall constitute the required building permit.

E. The Committee may grant a variance from the provisions of these conditions, covenants and restrictions relating to the improvements and the location of improvements, landscaping and other features of the Lots upon showing of undue hardship to the applicant if these conditions, covenants and restrictions are strictly applied.

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 (30) years after which time they shall be automatically extended for successive period of thirty (30) years unless terminated by a unanimous vote of the Owners of Lots.

10. Amendment. This declaration may be amended by an instrument signed by the Owners of four (4) 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 condition, covenant, restriction or reservation, or any part thereof, shall be thereby effected or impaired.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 28th day of November, 2001.

ATTEST:

REDSTONE CORPORATION, a Wyoming Corporation:

SEAL

BY: J A Sulenta
President

Secretary / Assistant Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Declaration Of Covenants, Conditions And Restrictions Of Country Club Commercial West 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 28th day of November, 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

Honorable Discharge

from the Armed Forces of the United States of America

This is to certify that

ROY RADAKOVICH, FIRE CONTROL TECHNICIAN SECOND CLASS, USN

was Honorably Discharged from the

United States Navy

on the 17TH *day of* NOVEMBER, 1952. *This certificate is awarded as a testimonial of Honest and Faithful Service*

J.E. HUGHES, LT., USN.
By direction

RECORDED Vol. 88, 29 OCT. 1:30 PM
287902
IN BOOK 73 Misc. PAGE 716
FEES $ 0
SUBLETTE COUNTY, WYOMING
COUNTY CLERK

716

DD 256N (REV. 5-50)

CHARACTER OF SEPARATION: HONORABLE

REPORT OF SEPARATION FROM THE ARMED FORCES OF THE UNITED STATES

DEPARTMENT: U. S. NAVY

SEPAR. DATA

1. NAME - FIRST NAME - MIDDLE NAME: ADAKOVICH, ROY (N)
2. SERVICE NUMBER: 369 27 14
3. GRADE-RATE-RANK AND DATE OF APPOINTMENT: FT2(T) 10-16-52
4. COMPONENT AND BRANCH OR CLASS: USN
5. QUALIFICATIONS
6. EFFECTIVE DATE OF SEPARATION: DAY 17 MONTH NOV YEAR 52
7. TYPE OF SEPARATION: DISCHARGED
SPECIALTY NUMBER OR SYMBOL: FC-100-23
RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER: INSTRUMENT MAN 7-33.920
8. REASON AND AUTHORITY FOR SEPARATION: 1910.1 of 7-31-52 ART. C-10306 BUPERS MANUAL & BUPERS INSTR.
9. PLACE OF SEPARATION: RS, NB, NORVA
10. DATE OF BIRTH: DAY 30 MONTH NOV YEAR 29
11. PLACE OF BIRTH (City and State): ROCK SPRINGS, WYOMING
12. DESCRIPTION: SEX MALE; RACE CAU; COLOR HAIR Brown; COLOR EYES Brown; HEIGHT 69"; WEIGHT 165

SELECTIVE SERVICE DATA

13. REGISTERED: YES X; NO; SELECTIVE SERVICE NUMBER: Not available
14. SELECTIVE SERVICE LOCAL BOARD NUMBER (City, County, State): Pinedale (Sublette) Wyoming
15. INDUCTED: DAY — MONTH — YEAR —
16. ENLISTED IN OR TRANSFERRED TO A RESERVE COMPONENT: YES; NO X; COMPONENT AND BRANCH OR CLASS: —
COGNIZANT DISTRICT OR AREA COMMAND: —
17. MEANS OF ENTRY OTHER THAN BY INDUCTION: X ENLISTED; ☐ REENLISTED; ☐ COMMISSIONED; ☐ CALLED FROM INACTIVE DUTY
18. GRADE-RATE OR RANK AT TIME OF ENTRY INTO ACTIVE SERVICE: FCSR
19. DATE AND PLACE OF ENTRY INTO ACTIVE SERVICE: DAY 24 MONTH NOV YEAR 48 PLACE (City and State): SALT LAKE CITY, UTAH
20. HOME ADDRESS AT TIME OF ENTRY INTO ACTIVE SERVICE (St., R.F.D., County, City and State): BOULDER, WYOMING

SERVICE DATA

STATEMENT OF SERVICE FOR PAY PURPOSES	A. YEARS	B. MONTHS	C. DAYS
21. NET (NAVAL) SERVICE COMPLETED FOR PAY PURPOSES EXCLUDING THIS PERIOD	00	00	00
22. NET SERVICE COMPLETED FOR PAY PURPOSES THIS PERIOD	03	11	24
23. OTHER SERVICE (Act of 16 June 1942 as amended) COMPLETED FOR PAY PURPOSES	00	00	00
24. TOTAL NET SERVICE COMPLETED FOR PAY PURPOSES	03	11	24

25. ENLISTMENT ALLOWANCE PAID ON EXTENSION OF ENLISTMENT, IF ANY: DAY — MONTH — YEAR — AMOUNT —
26. FOREIGN AND/OR SEA SERVICE: YEARS 03 MONTHS 03 DAYS 28
27. DECORATIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED: - - - - - -
28. MOST SIGNIFICANT DUTY ASSIGNMENT: USS ALBANY CA 123
29. WOUNDS RECEIVED AS A RESULT OF ACTION WITH ENEMY FORCES (Place and date, if known): - - - - - -

30. SERVICE SCHOOLS OR COLLEGES, COLLEGE TRAINING COURSES AND/OR POST-GRAD. COURSES SUCCESSFULLY COMPLETED	DATES (From—To)	MAJOR COURSE	31. SERVICE TRAINING COURSES SUCCESSFULLY COMPLETED
FIRE CONTROLMEN CLASS "A" SCOL	COMPLETED 6-26-49	FIRE CONTROL & GUNNERY	NTC FOR FT2 GTC FOR PO2

INSURANCE AND PAY DATA

GOVERNMENT INSURANCE INFORMATION: 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 UNITED STATES. FORWARD PAYMENTS FOR N.S.L.I. TO THE COLLECTIONS UNIT. VA BRANCH OFFICE HAVING JURISDICTION OF AREA IN WHICH YOU MAINTAIN PERMANENT RESIDENCE. FORWARD PAYMENTS FOR U.S.G.L.I. TO COLLECTIONS DIVISION, VETERANS ADMINISTRATION, WASHINGTON 25, D. C. WHEN MAKING INSURANCE PAYMENTS BE SURE TO GIVE FULL NAME AND PERMANENT ADDRESS FOR MAILING PURPOSES, SERVICE SERIAL NUMBER AND POLICY NUMBER(S) IF KNOWN.

32. KIND OF INSURANCE (amount and premium due each month): N. S. L. I. —; U. S. G. L. I. —
33. MONTH ALLOTMENT DISCONTINUED: —
34. MONTH NEXT PREMIUM DUE: —
35. TOTAL PAYMENT UPON SEPARATION: 344.71
36. TRAVEL OR MILEAGE ALLOWANCE INCLUDED IN TOTAL PAYMENT: 148.00
37. DISBURSING OFFICER'S NAME AND SYMBOL NUMBER: J.M. DUNN 52542

AUTHENTICATION

38. REMARKS (Continue on reverse): RECOMMENDED FOR REENLISTMENT
X X X X X X X X X X X X X X X
MOP 300 PAID 100. MOP 11/17/52
J.M. DUNN,LT,SC,USN 52-542
39. SIGNATURE OF OFFICER AUTHORIZED TO SIGN: [signature]
NAME, GRADE AND TITLE (Typed): J. E. HUGHES, LT, USN ASST PERSONNEL OFFICER

40. V. A. BENEFITS PREVIOUSLY APPLIED FOR (Specify type) COMPENSATION, PENSION, INSURANCE, BENEFITS, ETC.: None
CLAIM NUMBER: —

PERSONAL DATA

41. DATES OF LAST CIVILIAN EMPLOYMENT: FROM — TO —
42. MAIN CIVILIAN OCCUPATION: Student
43. NAME AND ADDRESS OF LAST CIVILIAN EMPLOYER: —
44. UNITED STATES CITIZEN: X YES ☐ NO
45. MARITAL STATUS: SINGLE
46. NON-SERVICE EDUCATION (Years successfully completed): GRAMMAR 08; HIGH SCHOOL 04; COLLEGE 00; DEGREE(S): —; MAJOR COURSE OR FIELD: —
47. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER SEPARATION (St., R.F.D., County, City, and State): Boulder (Sublette) Wyoming
48. SIGNATURE OF PERSON BEING SEPARATED: Roy Radakovich
ROY RADAKOVICH

FORM-214

INDIVIDUAL'S COPY
To Be Delivered To The Individual Being Separated

1

☆ G.P.O.: 1951-943946

77

AFFIDAVIT OF SURVIVORSHIP

RECORDED Nov. 30 2001 2:30 pM
IN BOOK 73 Misc. PAGE 78
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

THE STATE OF WYOMING)
) ss. 287619
COUNTY OF Lincoln)

DORIS J. DeGRAW, being first duly sworn upon her oath, deposes and states as follows:

1. On the 7th day of November, 2001, my husband, WILLIAM R. DeGRAW, passed away, as is evidenced by the official certificate of death attached hereto and incorporated herein by this reference.

2. At the time of his death, my husband jointly owned with me certain real property, said parcel being located in the County of Sublette, State of Wyoming, and more particularly described as follows:

> Tract 41 of Sections 20 and 21, T 28 N, R 113 W, 6th P.M., County of Sublette, State of Wyoming, together with all oil, gas and minerals, as well as all oil, gas and mineral rights and royalty interests of every nature whatsoever in, of or to said lands.
>
> LESS AND EXCEPT the surface of those lands described in that certain Warranty Deed dated January 25, 1993 and recorded in the Office of the Sublette County Clerk on February 18, 1993 in Book 32WD at Page 388.

3. Said real property was conveyed by WILLIAM R. DeGRAW and DORIS J. DeGRAW, husband and wife, to WILLIAM R. DeGRAW and DORIS J. DeGRAW, husband and wife, as joint tenants and not as tenants in common, by Quitclaim Deed dated November 6, 1984 and recorded in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds on November 6, 1984, in Book 7QCD at Page 460.

4. By reason of my husband's death, I am entitled to sole ownership of the above-described real property.

DATED this 28th day of November, 2001.

Doris J. DeGraw
DORIS J. DeGRAW

SUBSCRIBED, SWORN to and acknowledged before me this 28th day of November, 2001, by DORIS J. DeGRAW.

WITNESS my hand and official seal.

T-O. Beppler
Notary Public

My Commission Expires:
July 2, 2003.

TIM O. BEPPLER - NOTARY PUBLIC
COUNTY OF [redacted] STATE OF WYOMING
MY COMMISSION EXPIRES JULY 2, 2003

STATE OF UTAH — DEPARTMENT OF HEALTH

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

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 18--5005 STATE FILE NUMBER

DECEDENT

1. NAME OF DECEDENT — FIRST	MIDDLE	LAST	2. SEX	3a. DATE OF DEATH (Mo., Day, Yr.)	3b. TIME OF DEATH (24 hr. clock)
William	Richard	DeGraw	Male	November 7, 2001	0423

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
October 13, 1929	72			Tulsa, Wyoming	544-20-5503

8a. PLACE OF DEATH (check only one): HOSPITAL (state 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	8d. COUNTY OF DEATH	9. SURVIVING SPOUSE (If wife, give maiden name)
Salt Lake City	Salt Lake	Doris Jean Baughman

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
[X] 1. Yes [ ] 2. No	[ ] 1. Never Married [ ] 3. Widowed [X] 2. Married [ ] 4. Divorced	Gas Production	Gas

13a. RESIDENCE - STREET AND NUMBER	13b. CITY, TOWN OR COMMUNITY	13c. COUNTY	13d. STATE
174 LaBarge Street	LaBarge	Lincoln	Wyoming

13e. INSIDE CITY LIMITS?	13f. ZIP CODE	14. WAS DECEDENT OF HISPANIC ORIGIN? (If yes, Specify)	15. RACE - Black, White, Am. Indian (tribe may be entered), Japanese, etc. (Specify)	16. EDUCATION (specify only highest grade completed) Elementary or Secondary (0-12) College (13-16 or 17+)
[X] 1. Yes [ ] 2. No	83123	[ ] 1. Yes [X] 2. No; [ ] 1. Mexican [ ] 2. Cuban [ ] 3. Puerto Rican [ ] 4. Other (Specify) _____	White	12

PARENTS

17. FATHER'S NAME (First, Middle, Last)	18. MAIDEN NAME OF MOTHER (First, Middle, Last)
Frank Ruell DeGraw	Ruth Ann Chamberlain

INFORMANT

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Doris Jean DeGraw P.O. Box 91 LaBarge, Wyoming 83123 (Wife)

DISPOSITION

20. METHOD OF DISPOSITION	21a. DATE OF DISPOSITION	21b. PLACE OF DISPOSITION (name of cemetery, crematory, or other place)	21c. LOCATION - City or Town, State
[ ] 1. Entombment [ ] 2. Donation [ ] 3. Other [ ] 4. Burial [X] 5. Cremation [ ] 9. Removal	November 9, 2001	Garner Crematory	Salt Lake City, Utah

22. SIGNATURE OF FUNERAL SERVICE LICENSEE	23. LICENSEE NUMBER	24. FUNERAL HOME (Name and address)
Greg Crandall	429	Crandall Funeral Home 800 Uinta Street Evanston, Wyoming 82930

CERTIFIER

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: November 7, 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	27c. LICENSE NUMBER	27d. DATE SIGNED (Month, Day, Year)
Andrew T. Dailey	98-354499-1205	November 8, 2001

28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/Print): Andrew T. Dailey, M.D. 50 North 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.)
Patti Covey		November 9, 2001

CAUSE OF DEATH

31. PART I. ENTER THE DISEASE(S), 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 Failure / Respiratory Failure	8h
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST	b. Massive Traumatic Hemorrhage — DUE TO (OR AS A CONSEQUENCE OF):	8h
	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. [ ] 6. NON USER [X] 9. UNKNOWN IF USER

33a. WAS AN AUTOPSY PERFORMED?	33b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?
[X] 1. Yes [ ] 2. No	[ ] 1. Yes [X] 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

SDH-BVRHS 95 (9/96)

USE PERM/ INT BLACK INK

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: NOVEMBER 16, 2001

Barry E Nangle

Barry E. Nangle
DIRECTOR OF VITAL RECORDS

By Ellen Freeman

County SALT LAKE

Registrar Patti Covey

LL880254

00880254

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

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 affirm:

1. That he is a Professional Land Surveyor under the laws of the State of Wyoming with registration no. 164.

2. That on 5 March 1964 he reestablished the line on a bearing of N00°-13'E between the southwest and northwest corners of Section 29, T27N, R112W, Sublette County, Wyoming, also reestablishing the four meander corners set during the 1900 resurvey by Edward F. Stahle, the accepted and approved official survey of the township, using as guidance the 1973 "Manual of Instruction for the survey of Public Lands".

3. That Corner Records were filed for each of the monuments established in accordance with Wyoming Statutes 33-29-140.

4. That he also noted that he found a stone monument correctly marked for a meander corner at station 28.49 on the right bank of the Green River to be in an erroneous position. He notified the Bureau of Land Management of this discrepancy and was given no direction as to a proper resolution. Consequently he proceeded to establish a straight line between the southwest and northwest corners of said Section 29 without benefit of the spurious monument in accordance with said Manual, reestablishing the four meander corners and one-quarter corner. These have been used for over thirty years to control surveys in the area.

5. That the Bureau in a retracement survey of said T27N, R112W in 1995 through 1997 accepted the spurious corner monument as a point on the right bank meander line of said 1900 survey and with an ethereal hypothesis reestablished the four meander corners at positions with considerable variance of the positions established by me in 1964.

6. That the result is a double monumentation for the four meander corners which is not in the public interest.

7. That an overview of the plat for T27N, R112W approved 1 March 1999 shows a remarkably good survey for the 1900 resurvey by Surveyor Stahle, the only anomaly being the west line of Section 29.

8. That a resolution of the impasse is only through an appeal to the Interior Board of Land Appeals, the state office having refused his plea. However, the surveyor lacks standing and must relate with an injured land-owner. Due to the high cost of such appeals the land-owners affected are reluctant to expend resources for such a determination. Therefore the matter will remain unresolved.

9. That he files this affidavit to notify the public, professional land surveyors and the affected land owners of this situation.

Paul N. Scherbel

The foregoing instrument was acknowledged before me by Paul N. Scherbel this 3rd day of December, 2001.

Witness my hand and official seal.

SUSAN Y. HOFFMAN – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires Dec. 3, 2003

287687

Susan Y. Hoffman
Notary Public

My commission expires: 3 Dec. 2003

File: misc. ltr. affidavit.pns

RECORDED Dec 5 2001 8:35 AM
IN BOOK 73 Misc. PAGE 81
FEES $ 6.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, BIG PINEY, WYOMING
By Cathy Scott

AFFIDAVIT

State of Wyoming)
) ss
County of Sublette)

Lary Lozier, a.k.a. Larry Lozier, and Sharon Lozier, husband and wife, Sublette County, State of Wyoming, first duly sworn upon their oaths, do affirm and state as follows:

1. That they are of legal age.

2. That they are the sole owners of the following real property, to-wit:

   Lot 1 of the Lozier Lot Division, Sublette County, Wyoming, as shown on the official plat thereof as filed in the office of the County Clerk, Sublette County, Wyoming;

3. That the platting of the foregoing real property is hereby vacated in accordance with Section 34-12-108, Wyoming Statutes 1977.

4. That Lot 2 of said Lozier Lot Division will remain as platted and is hereby affirmed.

5. That the Sublette County Clerk is requested to comply with Section 32-12-110, Wyoming Statutes 1977, and mark the plat of the Lozier Lot Division as to said Lot 1.

6. That the description of the real property so vacated and by which the real property will henceforth be described is as follows:

   T.32N. – R.108W., 6th P.M.
   Section 10 – E1/3 SW1/4 excepting Lot 2 of the Lozier Lot Division

Further affiants sayeth not.

Lary Lozier,
a.k.a. Larry Lozier

Sharon Lozier

Subscribed and sworn to before me by Lary Lozier, a.k.a. Larry Lozier and Sharon Lozier, husband and wife, this 5th day of December, 2001.

Notary Public

5/17/02.
Seal / Commission Expiration

287705

RECORDED Dec 5 2001 1:20PM
IN BOOK 73 Misc. PAGE 82
FEES $ 6.00 In Co
CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sudan

287775

Dec 11 01 9:10a
73 Misc. 83
12.00 [illegible]
By Cathy Secker

Grantor: KENT, GLADYS M
Grantee: THE PUBLIC
Doc 0556547 bk 441 pg 258-261 Filed at 12:39 on 11/26/01
Sherry L Daigle, Teton County Clerk fees: 12.00
By KIMBERLEE JANSEN Deputy

IN RE. THE ESTATE OF:

RAYMOND D. KENT,

Deceased.

AFFIDAVIT OF SURVIVORSHIP PURSUANT TO W.S. § 2-9-102

STATE OF WYOMING }
ss.
County of Teton }

RELEASED
INDEXED
ABSTRACTED
SCANNED

I, GLADYS M. KENT, being first duly sworn, do hereby state as follows:

(1) I am an adult, competent to testify, and the surviving spouse of the above named Decedent;

(2) I am an interested person pursuant to W.S. § 2-9-102, and make this Affidavit pursuant to W.S. § 2-9-102;

(3) This affidavit relates to the following described parcel 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":

Tract Three of Sheet Five of the Hoback Ranches Subdivision, as platted and filed in the Office of the Sublette County Clerk, Pinedale, Wyoming.

Subject to the Protective Covenants recorded May 4, 1976, in Book 31 of Miscellaneous, Page 637, in the Office of the Sublette County Clerk, Pinedale, Wyoming.

Including and together with all improvements and appurtenances thereon and thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way and easements of sight and record, if any.

(4) An undivided one/half interest in the SUBJECT PROPERTY was conveyed to RAYMOND D. KENT and GLADYS M. KENT, husband and wife, via a certain Warranty Deed, dated the 24th day of September, 1993, and recorded on the 27th day of September, 1993. *See Attached Exhibit "A": Warranty Deed*;

83

(5) RAYMOND D. KENT, the above named Decedent, passed away on the 3rd day of December, 1999, in the City of Jackson, County of Teton, and State of Wyoming, and the above named Decedent was a resident of the Town of Kelly, County of Teton, State of Wyoming. *See Attached Exhibit "B": State of Wyoming Certificate of Death for RAYMOND D. KENT;*

(6) Following the death of RAYMOND D. KENT, GLADYS M. KENT is the sole interest holder in an undivided on/half interest in the SUBJECT PROPERTY.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 15th day of November, 2001.

Gladys M. Kent
GLADYS M. KENT
PO Box 99
Kelly, Wyoming 83011

STATE OF WYOMING }
ss.
COUNTY OF TETON }

The foregoing Affidavit Of Survivorship Pursuant To W.S. § 2-9-102, was subscribed, sworn to and acknowledged before me by GLADYS M. KENT, Affiant, on this 15th day of November, 2001.

Witness my hand and official seal.

CLAY D. GEITTMANN - NOTARY PUBLIC
County of Teton SEAL State of Wyoming
My Commission Expires 12-16-2003

Notary Public for the State of Wyoming
My Commission Expires: 12/16/2003

WARRANTY DEED

DOYLE F. CHILD as TRUSTEE for the DOYLE F. CHILD FAMILY LIVING REVOCABLE TRUST, dated June 1, 1992, of P.O. Box 248, Afton, WY 83110, GRANTOR, for and in consideration of Ten ($10.00) Dollars and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, CONVEY, GRANT and WARRANT to RAYMOND D. KENT and GLADYS M. KENT, husband and wife of Box 99, Kelly, Wyoming 83011, an undivided one-half interest and ROGER B. TALKOV and INGA L. PARSONS, husband and wife of 443 Seventh Street, Brooklyn, New York 11215, an undivided one-half interest in and to the following described real estate situated in Sublette County and the State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

Tract Three of Sheet Five of the Hoback Ranches Subdivision, as platted and filed in the office of the Sublette County Clerk, Pinedale, Wyoming.

Conveyed subject to the Protective Covenants recorded May 4, 1976 in Book 31 of Miscellaneous, Page 637 in the office of the Sublette County Clerk, Pinedale, Wyoming.

WITNESS my hand this 24th day of September, 1993.

DOYLE F. CHILD FAMILY LIVING REVOCABLE TRUST

By: Doyle F. Child
Doyle F. Child, Trustee

243319

RECORDED Sept. 27, 1993 2:40PM
33.00 PAGE 85
1.00 SUBLETTE COUNTY CLERK
COUNTY CLERK
by Cathy Sexton

STATE OF WYOMING)
) ss
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Doyle F. Child, TRUSTEE for the DOYLE F. CHILD FAMILY LIVING REVOCABLE TRUST, this 24 day of September, 1993. Witness my hand and official seal.

Saundra M. Marriott
NOTARY PUBLIC

My commission expires: _____

Notary Public
State of Wyoming
My Commission Expires: 16 July 1995

PLAINTIFF'S EXHIBIT
A

11-29-01 12:44pm From-SUBLETTE COUNTY 3073576385 T-022 P 01/01 F-320

86

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 85

99-03034 STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST: RAYMOND | MIDDLE: DONALD | LAST: KENT
2. SEX: Male
3. DATE OF DEATH (Mo., Day, Yr.): December 3, 1999
4. SOCIAL SECURITY NUMBER: 520-14-8516
5a. AGE-Last Birthday (Years): 85
5b. UNDER 1 YEAR: Months | Days
5c. UNDER 1 DAY: Hours | Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): January 3, 1914
7a. PLACE OF DEATH (Check only one): ☐ Inpatient ☐ ER/Outpatient ☐ DOA | OTHER ☒ Nursing Home ☐ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): St. John's Living Center
7c. CITY, TOWN, OR LOCATION OF DEATH: Jackson
7d. COUNTY OF DEATH: Teton
8. STATE OF BIRTH (If not in U.S.A., name country): Wyoming
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
10. SURVIVING SPOUSE (If wife, give maiden name): Gladys May
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): No
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Postmaster
12b. KIND OF BUSINESS OR INDUSTRY: U.S. Postal Service
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Teton
13c. CITY, TOWN OR LOCATION: Kelly
13d. STREET AND NUMBER: Sage Road
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): | College (1-4 or 5+): 2

PARENTS

17. FATHER'S NAME First: RAYMOND | Middle: CHESTER | Last: KENT
18. MOTHER'S NAME First: ANNE | Middle: PEARL | Maiden Surname: MCDONALD

INFORMANT

19a. INFORMANT-NAME (Type or Print): Gladys M. Kent
19b. RELATIONSHIP TO DECEDENT: Wife
19c. MAILING ADDRESS STREET OR R.F.D. NUMBER: P.O. Box 99 | CITY OR TOWN: Kelly | STATE: Wyoming | ZIP CODE: 83011

DISPOSITION

20a. Burial, Cremation, Removal, from State, Other (Specify): Burial
20b. DATE (Mo., Day, Yr.): Dec. 7, 1999
20c. CEMETERY OR CREMATORY - NAME: Aspen Hill Cemetery
20d. LOCATION CITY OR TOWN: Jackson | STATE: Wyoming
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): [signature] | Number: 479
21b. NAME OF FACILITY: Valley Mortuary | Number: 119
21c. ADDRESS OF FACILITY: 950 Alpine Lane; Jackson, WY

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature]
22b. DATE SIGNED (Mo., Day, Yr.): 12-6-99
22c. HOUR OF DEATH: 12:05 PM
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

To be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title):
23b. DATE SIGNED (Mo., Day, Yr.):
23c. HOUR OF DEATH: M
23d. PRONOUNCED DEAD (Mo., Day, Yr.):
23e. PRONOUNCED DEAD (Hour): M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Bruce Hayse, M.D. P.O. Box 1884- 269 W. Broadway Jackson, Wyoming 83001

25a. REGISTRAR (Signature): [signature]
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 12/10/99

CAUSE OF DEATH

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

26. IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Cerebrovascular Accident — Approximate Interval Between Onset and Death: 1 day
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST:
b. DUE TO (OR AS A CONSEQUENCE OF):
c. DUE TO (OR AS A CONSEQUENCE OF):
d. DUE TO (OR AS A CONSEQUENCE OF):

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

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

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

DEC 15 1999

VR 2-89
8/97 15M

107057

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

DATE ISSUED: JUL 11 2000

This copy is not valid unless prepared on paper with an engraved bord... the Deputy State Registrar.

PLAINTIFF'S EXHIBIT B

Lucinda McCaffrey
Deputy State Registrar

VITAL RECORDS SERVICES SEAL WYOMING

MIDWEST BANK NOTE COMPANY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

[redacted] [redacted] [redacted]

IN THE DISTRICT COURT, EIGHTH JUDICIAL DISTRICT

COUNTY OF CONVERSE, STATE OF WYOMING

Probate No. 4904

IN THE MATTER OF THE ESTATE OF

AGNES C. McDERMOTT,

Deceased.

Filed for Record this 6th day of Dec A.D. 2001
Jo Winters
Clerk of the District Court
Converse County, Wyoming

DECREE OF FINAL DISCHARGE AND ORDER CLOSING ESTATE

It appearing that said estate has been fully administered and it being shown by the Personal Representative thereof, by the production of receipts, that said Personal Representative has made the distributions as called for under Order of this Court, and performed all acts lawfully required,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by this Court that:

1. The oil and gas interests of decedent, as set forth on **Exhibit A** attached hereto, shall be, and hereby are, distributed one-half each to the children of the decedent:

Kathleen McDermott 191 East El Camino Real #175 Mountain View, CA 94040	Francis O. McDermott 1 South Montague Street Arlington, VA 22204

2. This estate is now fully distributed and closed.

DATED this 2 day of November, 2001.

BY THE COURT:

John C. Brooks

DISTRICT JUDGE

287778

DISTRICT COURT
STATE OF WYOMING } ss.
Converse County
CERTIFIED to be a full true and correct copy of the original in my custody
DATED December A.D. 2001
JO WINTERS
Clerk of the District Court
Deputy
MY TERM WILL EXPIRE ON THE 1st MONDAY IN JANUARY 2003

RECORDED Dec. 11 2001 9:40 AM
IN BOOK 73 Misc. PAGE 87
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

EXHIBIT A

TO DECREE OF FINAL DISCHARGE AND ORDER CLOSING ESTATE

Eighth Judicial District Court
Converse County, Wyoming
Probate No. 4904

Estate of Agnes C. McDermott, Deceased

PARCEL 1
Overriding royalty interest in Federal Oil and Gas Lease No. E-025440
Sublette County, Wyoming

Township 27 North, Range 112 West, 6th P.M.
Section 7: E½
Section 18: E½
Section 19: E½

PARCEL 2
Overriding royalty interest in Federal Oil and Gas Lease No. CH 060430
Coal Creek Unit, Natrona and Converse Counties, Wyoming

Township 35 North, Range 77 West, 6th P.M.
Section 27: S½NW¼

PARCEL 3
Overriding royalty interest
Sweetwater County, Wyoming

Township 26 North, Range 90 West, 6th P.M.
Section 2: SE¼
Section 10: E½NW¼
Section 11: SE¼
Section 14: N½NE¼

AFFIDAVIT OF SURVIVORSHIP

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

DONNA J. MEEKS, being first duly sworn upon her oath, deposes and states as follows:

1. On the 4th day of August, 1999, my husband, JOE L. MEEKS, passed away, as is evidenced by the official certificate of death attached hereto and incorporated herein by this reference.

2. At the time of his death, my husband jointly owned certain real property with me, said property being located in the County of Sublette, State of Wyoming, and more particularly described as follows:

Parcel 1:

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Thirty-five (35) of the Marbleton Townsite as the same appears of record on the map or plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

Parcel 2:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block Thirty Five (35), of the Townsite of Marbleton, Sublette County, State of Wyoming, as the same appears on the official plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

287780

RECORDED Dec. 11 2001 10:00 AM
IN BOOK 73 Misc. PAGE 89
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY [illegible] WYOMING
By Cathy Saxton

3. Said real property interest was originally conveyed to Joe L. Meeks and Donna J. Meeks, husband and wife, as tenants of an estate by the entireties, by a Warranty Deed dated September 7, 1977 and recorded in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds on September 7, 1977 in Book 19 Deeds at Page 446 and a Warranty Deed dated January, 1983 and recorded in the Office of the Sublette County Clerk and Ex Officio Register of Deeds on July 26, 1984 in Book 25 Deeds at page 254.

4. By reason of my husband's death, I became entitled to sole ownership of the above-described real property.

DATED this 4 day of December, 2001.

Donna J. Meeks
DONNA J. MEEKS

SUBSCRIBED, SWORN to and acknowledged before me this 4 day of December, 2001, by DONNA J. MEEKS.

WITNESS my hand and official seal.

Bonnie Duncan
Notary Public

My Commission Expires:

April 16, 2002

BONNIE DUNCAN - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 4/16/2002

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

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR WITH THE DEPT. OF HEALTH & WELFARE RAISED SEAL, SHALL BE USED AS PRIMA FACIE EVIDENCE OF THIS DEATH UNDER IDAHO CODE 39-244(1) & 39-254

State File No.
Local Reg. No. 424#7

DECEDENT

TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN

NAME OF DECEDENT (First, Middle, Last): Joe L. Meeks
SEX: Male
DATE OF DEATH (Month, Day, Year): August 4, 1999
SOCIAL SECURITY NUMBER: 520-38-8516
AGE - Last Birthday (Yrs): 60
UNDER 1 YEAR - MONTHS - DAYS:
UNDER 1 DAY - HOURS - MINS:
DATE OF BIRTH (Month, Day, Year): May 18, 1939
BIRTHPLACE (City and State or Foreign Country): Jackson, Wyoming
WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No
PLACE OF DEATH (Check only one): (1) ☒ Inpatient (2) ☐ ER/Outpatient (3) ☐ DOA (4) ☐ Long-Term Care Facility (5) ☐ Own Residence (6) ☐ Other Private Residence (7) ☐ Other (Specify)
FACILITY NAME AND ADDRESS (If not a hospital, enter name of place, street and number): C. Eastern Idaho Regional Medical Center
CITY, TOWN OR LOCATION OF DEATH: Idaho Falls
COUNTY OF DEATH: Bonneville
MARITAL STATUS — Married, Never Married, Widowed, Divorced, Separated: Married
SURVIVING SPOUSE (If wife, give maiden name): Donna J. Hix
DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): Owner/Operator
KIND OF BUSINESS/INDUSTRY: Lumber & Concrete Co.
RESIDENCE STATE: Wyoming
COUNTY: Sublette
CITY, TOWN OR LOCATION: Big Piney
STREET AND NUMBER: 15 Big Piney - Calpet Rd.
ZIP CODE: 83113
INSIDE CITY LIMITS? ☐ Yes ☒ No
WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes — If yes, specify Cuban, Mexican, Puerto Rican, etc.) ☐ Yes ☒ No (Specify):
RACE — American Indian, Black, Japanese, White, etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed) — 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

INFORMANT'S NAME (Type/Print): Donna J. Meeks
MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code): P. O. Box 643, Big Piney, WY 83113

DISPOSITION

METHOD OF DISPOSITION: ☒ Burial ☐ Cremation ☐ Removal from Idaho ☐ Donation ☐ Other (Specify)
PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Plainview Cemetery
LOCATION — City or Town, State: Big Piney, Wyoming
SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: Ryan L. Wood
LICENSE NUMBER (of Licensee): M-816
NAME AND ADDRESS OF FACILITY: Wood Funeral Home, 273 N. Ridge Ave., Idaho Falls, ID 83402

TIME OF DEATH: 0912 AM
DATE PRONOUNCED DEAD (Month, Day, Year): August 4, 1999
WAS CASE REFERRED TO CORONER? ☐ Yes ☒ No
MANNER OF DEATH (Check One): ☒ Natural ☐ Homicide ☐ Suicide ☐ Accident ☐ Pending Investigation ☐ Could Not Be Determined

CAUSE OF DEATH

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

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. Cardiopulmonary arrest	2 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): intracranial herniation	2 hrs
	c. DUE TO (or as a consequence of): cerebral hemorrhage	
	d. DUE TO (or as a consequence of):	

27. PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I.

WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No
WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? ☒ Yes ☐ No

CERTIFIER

IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE

CERTIFIER (Check only one)
☒ PHYSICIAN — To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.
☐ CORONER — On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.

SIGNATURE AND TITLE OF CERTIFIER: MD
LICENSE NUMBER: IM 5076
DATE SIGNED (Month, Day, Year): 8/4/99
NAME AND ADDRESS OF CERTIFIER (Type/Print): Dr. Stephen R. Marano, 2860 Channing Way, Idaho Falls, ID, 83404, 208-522-6930

TO BE USED FOR EXTERNAL CAUSES ONLY

DATE OF INJURY (Month, Day, Yr.)
HOUR OF INJURY
DESCRIBE HOW INJURY OCCURRED
INJURY AT WORK? ☐ Yes ☐ No
TRANSPORTATION ACCIDENT, Specify: ☐ Driver ☐ Passenger ☐ Pedestrian ☐ Other
PLACE OF INJURY — At home, farm, street, factory, office building, etc. (Specify)
LOCATION (Street or Route Number, City/town, or County, and State)

CORONER'S REVIEW AREA

CORONER'S ACTION: ☐ I have reviewed and/or amended, and certified.
CORONER'S SIGNATURE
DATE SIGNED (Month, Day, Year)

REGISTRAR

REGISTRAR'S SIGNATURE: Vickie Stuart Assistant
DATE FILED (Month, Day, Year): August 12, 1999

VITAL STATISTIC COPY

(Revised 8/98) — At a minimum, complete items 1, 3, 9a, b, c, d; 20a; 21a, b; 22; and 29e for the 24 Hour Report & Authorization For Final Disposition

108107

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: August 18, 1999

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

JANE S. SMITH
STATE REGISTRAR

MIDWEST BANK NOTE COMPANY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

WYW-154000
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-154000

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: **287788**

RECORDED Dec. 11 2001 11:00 AM
IN BOOK 73 Misc. PAGE 92
FEES $ 14.00 Mary L. Gallagher CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Scoton

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 28 N., R. 109 W.
section 26, SW¼NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 381 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.

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 November 2, 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 November 2, 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 February 1 to July 31 for the protection of raptor nesting habitat.*

Construction activity and surface disturbance will be prohibited during the period from April 1 to July 31 within 2.0 miles of active leks for the protection of sage grouse nesting habitat and/or sage grouse nests/young.

Construction activity and surface disturbance will be prohibited outside the dates of March 1 through July 31 if active sage grouse strutting and/or nesting is identified in the area of the proposed action for the protection of sage grouse.

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.

(Signature of Holder)	(Signature of Authorized Officer)
Surface Use Rep	Field Manager
(Title)	(Title)
November 12, 2001	11/16/01
(Date)	(Effective Date of Grant)

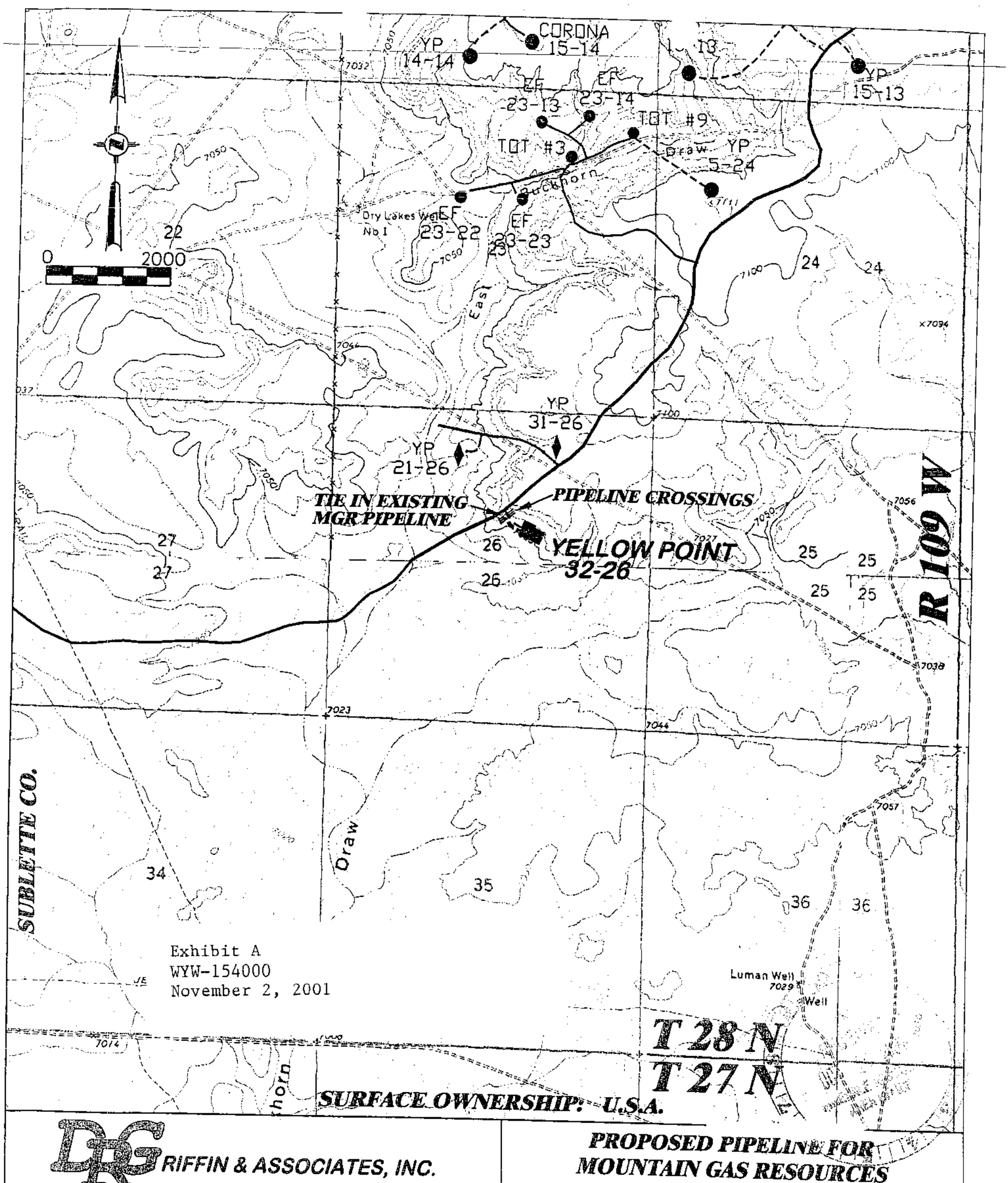


Exhibit A
WYW-154000
November 2, 2001

SURFACE OWNERSHIP: U.S.A.

DRG RIFFIN & ASSOCIATES, INC.		**PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES YELLOW POINT #32-26**
1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000' JOB No. 8048 DATE: 10/23/01	TOTAL PROPOSED LENGTH: 381'± EXISTING ROAD —————— PROPOSED PIPELINE
		TOPO MAP

WYW-154485
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-154485

==========

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: **287789**

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

RECORDED Dec. 11 2001 11:00 AM
IN BOOK 73 Misc. PAGE 97
FEES $ 14.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sadon

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 28 N., R. 109 W.
section 26, N½NE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 217 feet long and contains 0.2 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 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 November 2, 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 November 2, 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 February 1 to July 31 for the protection of raptor nesting habitat.*

Construction activity and surface disturbance will be prohibited during the period from April 1 to July 31 within 2.0 miles of active leks for the protection of sage grouse nesting habitat and/or sage grouse nests/young.

Construction activity and surface disturbance will be prohibited outside the dates of March 1 through July 31 if active sage grouse strutting and/or nesting is identified in the area of the proposed action for the protection of sage grouse.

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.

(Signature of Holder)

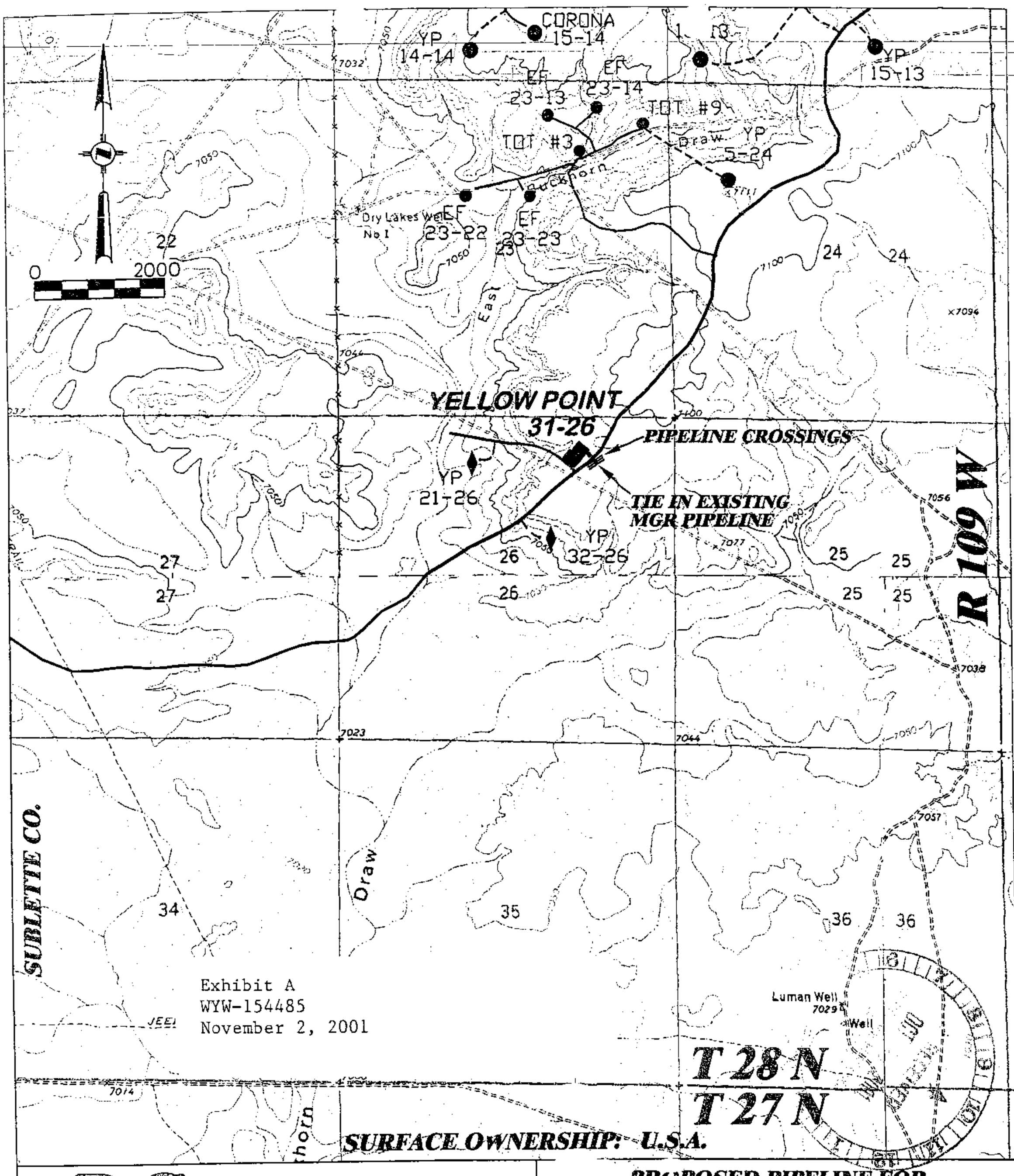
Surface Use Representative
(Title)

November 12, 2001
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

11/16/01
(Effective Date of Grant)



DRIFFIN & ASSOCIATES, INC.

PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES YELLOW POINT #31-26

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

SCALE: 1" = 2000'

JOB No. 8047

TOTAL PROPOSED LENGTH: 217'±

EXISTING ROAD ——————

PROPOSED PIPELINE

TOPO MAP

WYW-153999
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-153999

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:

287730

RECORDED Dec. 11 - 01 11:00a.
IN BOOK 73 Misc. PAGE 102
FEES $ 14.00 [illegible]
SUBLETTE COUNTY, WYOMING
By Cathy Saxton

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 6 inch buried natural gas pipeline, on Federal lands described as follows:

T. 28 N., R. 109 W.
section 26, NE¼NW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 422 feet long and contains 0.5 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

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 November 2, 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 November 2, 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 February 1 to July 31 for the protection of raptor nesting habitat.*

Construction activity and surface disturbance will be prohibited during the period from April 1 to July 31 within 2.0 miles of active leks for the protection of sage grouse nesting habitat and/or sage grouse nests/young.

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.

(Signature of Holder)

Surface Use Representative
(Title)

November 12, 2001
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

11/16/01
(Effective Date of Grant)

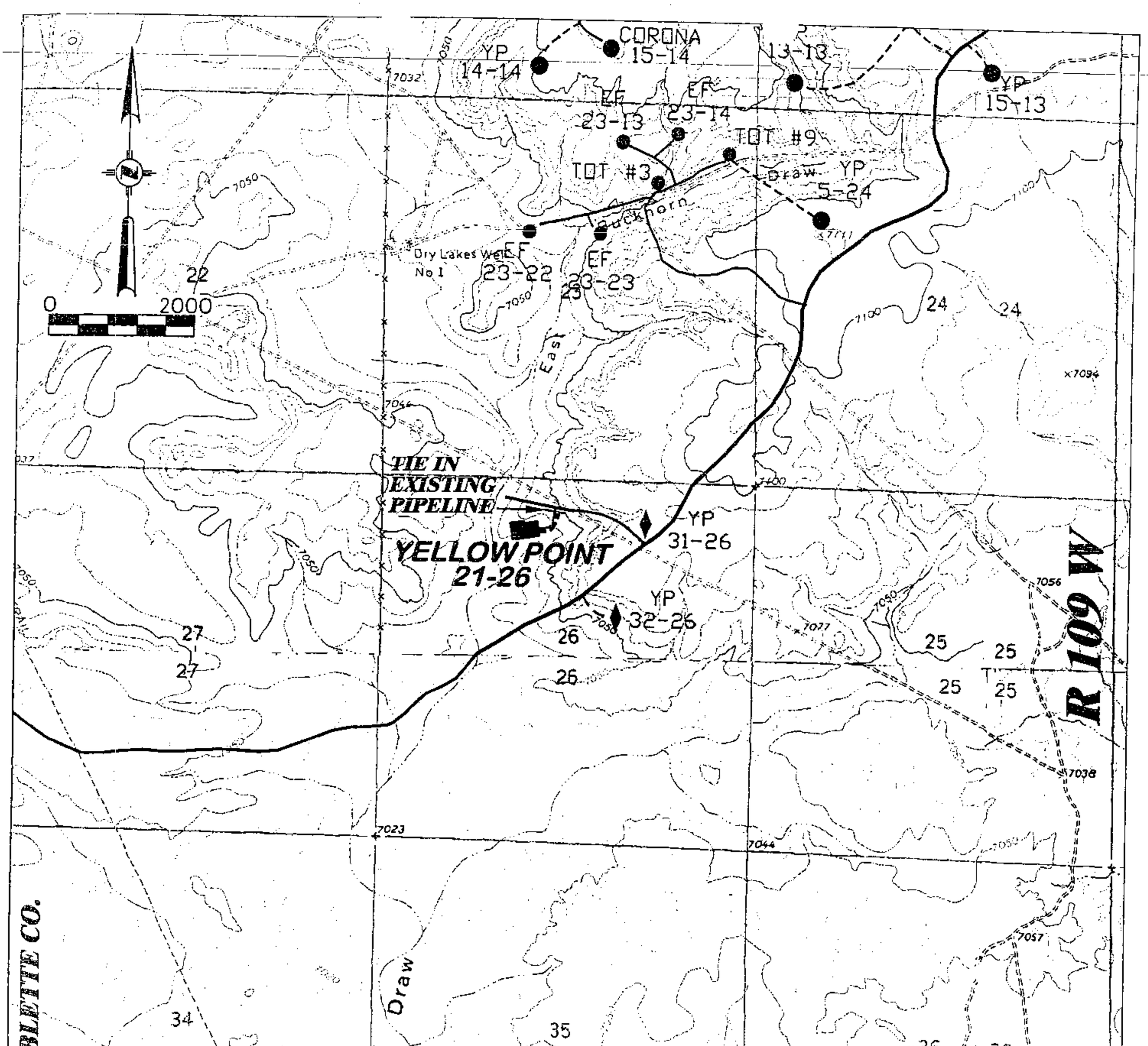


Exhibit A
WYW-153999
November 2, 2001

RIFFIN & ASSOCIATES, INC.		PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES YELLOW POINT #21-26
1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000' JOB No. 8046	TOTAL PROPOSED LENGTH: 422'± EXISTING ROAD ———

TOPO MAP

WYW-153998
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-153998

==========

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: **287791**

Dec. 11 - 01 11:00A..
IN BOOK 73 Misc. PAGE 107
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Seaton

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

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, NW¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 90 feet long and contains 0.1 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

107

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 November 15, 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 November 15, 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.*

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)

11-19-01
(Date)

Peter A. McFadden
(Signature of Authorized Officer)

ACTING Field Manager
(Title)

11-20-01
(Effective Date of Grant)

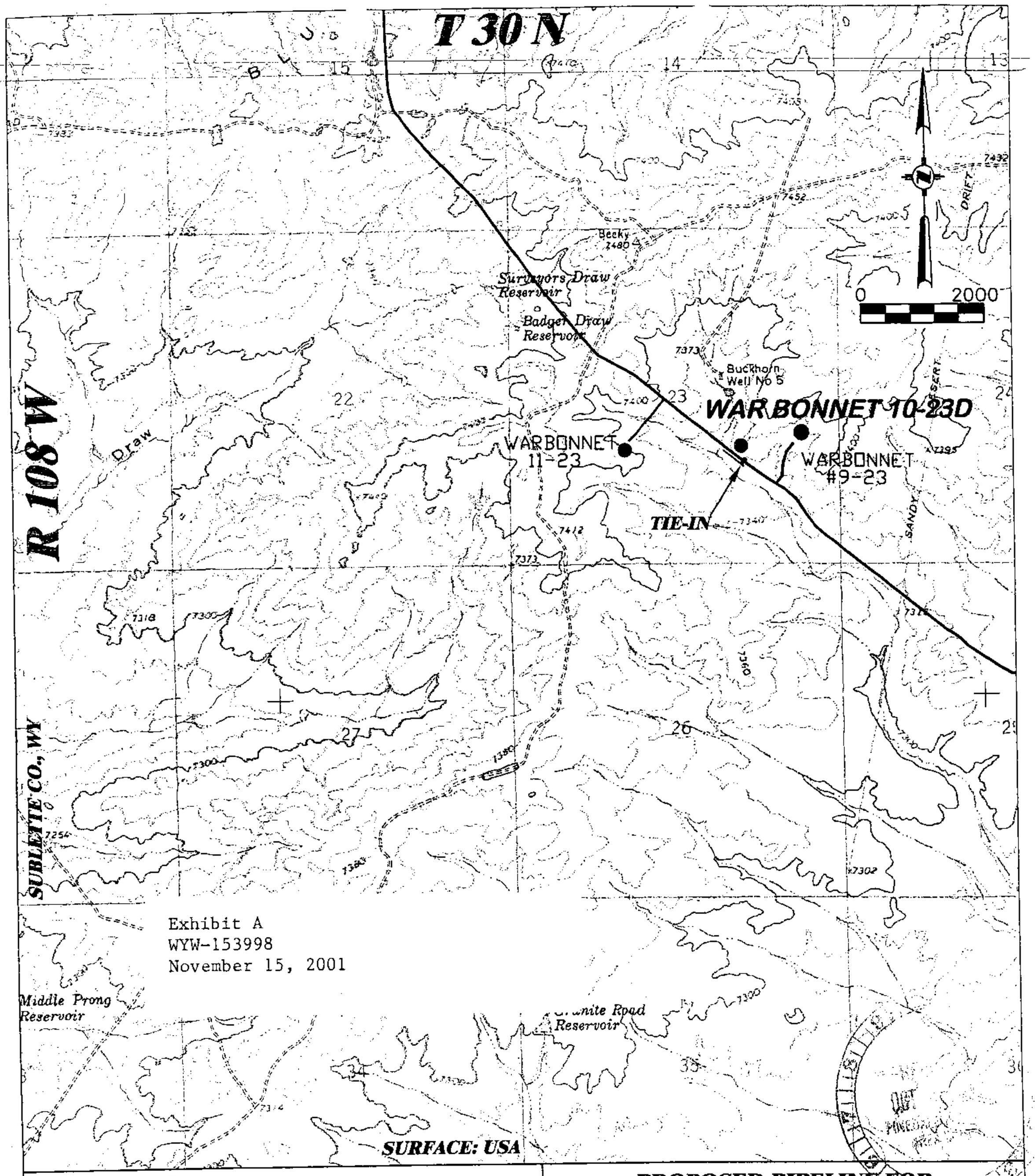


Exhibit A
WYW-153998
November 15, 2001

PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES WAR BONNET 10-23D

RIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

SCALE: 1" = 2000'
JOB No. 7995
DATE: 10/23/01

TOTAL PROPOSED LENGTH: 90'±

PROPOSED PIPELINE ---------
EXISTING ROAD ———————

TOPO MAP B

WYW-143082 amdt #1
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT *AMENDMENT*/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143082 amdt #1

==========

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:

287792

Dec 11 - 01 11:00
73 Misc 112
16.00

SUBLETTE COUNTY, WYOMING
By Cathy Saxton

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234

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, SE¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1 feet long and contains 0.001 acres, more or less.

c. This instrument shall terminate concurrent with the original grant unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 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 November 7, 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 November 7, 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 November 15 to April 30 for the protection of sage grouse winter habitat. Any exceptions to this requirement must have prior written approval from the authorized officer.*

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.

David Falkenberg
(Signature of Holder)

So. West Wyo Mgr.
(Title)

11-19-01
(Date)

Peter A. McFadden
(Signature of Authorized Officer)

ACTING Field Manager
(Title)

11-20-01
(Effective Date of Grant)

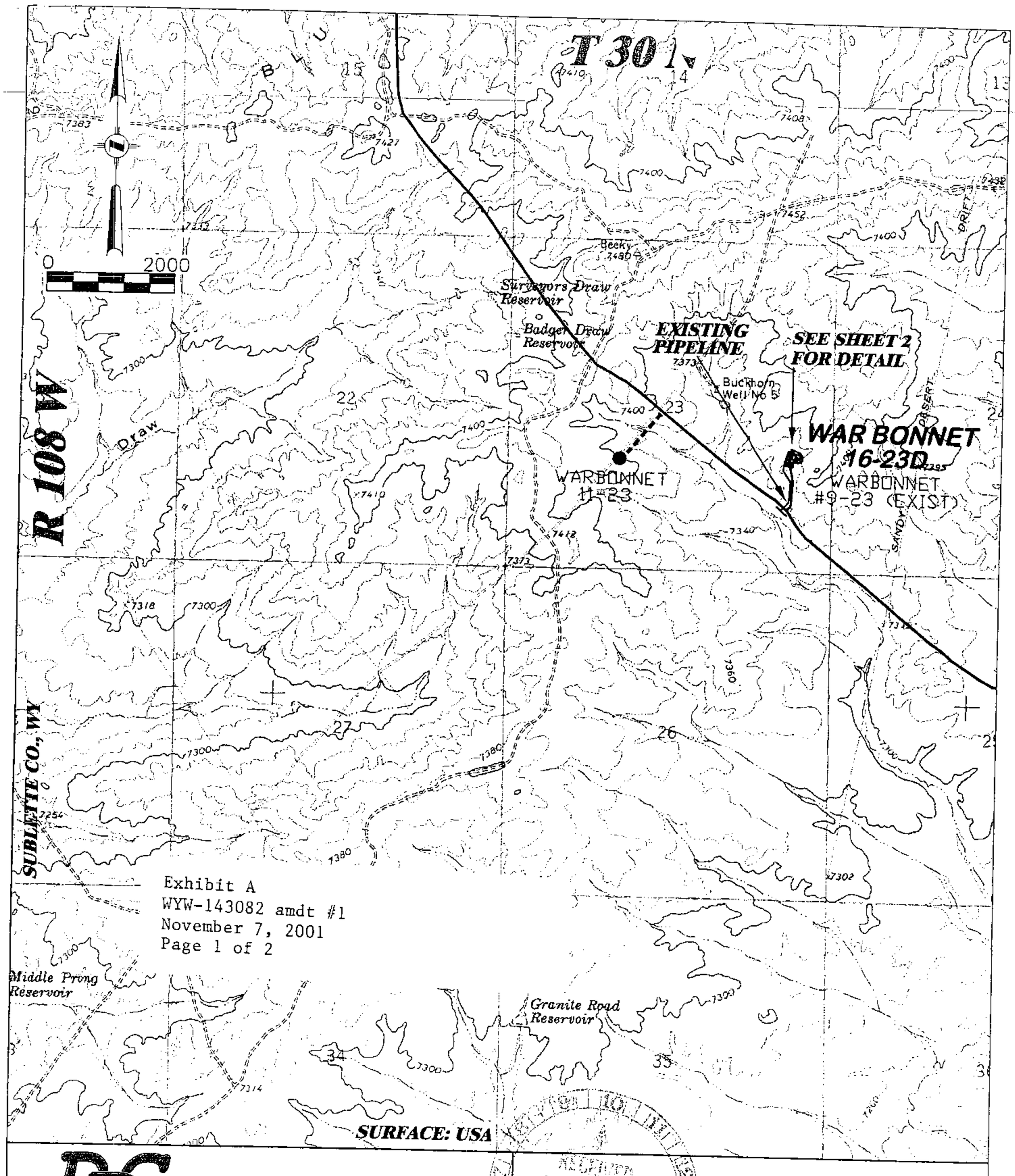


Exhibit A
WYW-143082 amdt #1
November 7, 2001
Page 1 of 2

RECEIVED
OCT 24
PINEDALE FIELD OFFICE
AREA OFFICE

DRG RIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

SCALE: 1" = 2000'
JOB No. 7999
DATE: 9/28/01

PROPOSED SIDE TAP
MOUNTAIN GAS RESOURCES
WAR BONNET 16-23D

PROPOSED ROAD - - - - - - - -
EXISTING ROAD ————————

TOPO MAP B

SHEET 2

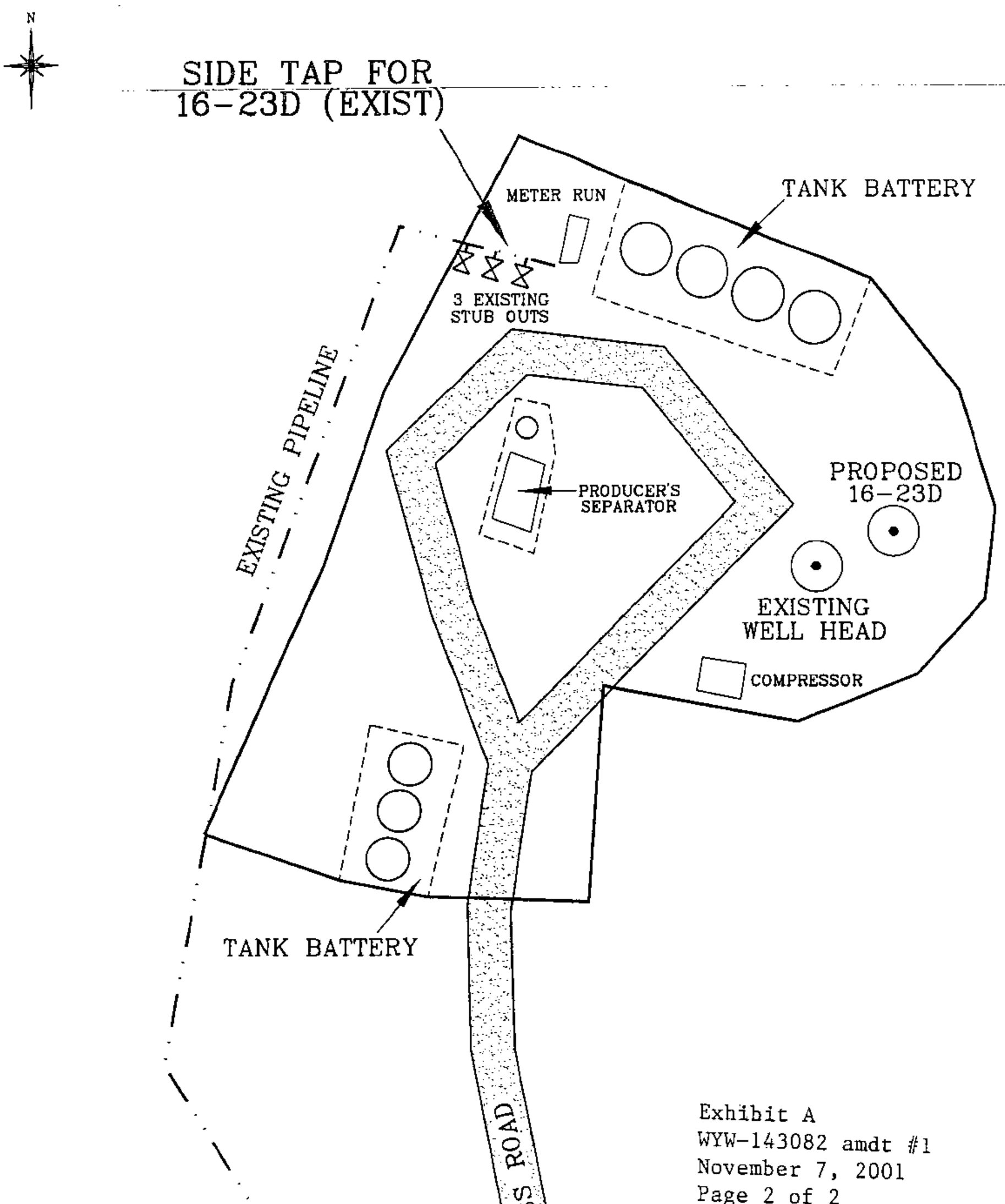


Exhibit A
WYW-143082 amdt #1
November 7, 2001
Page 2 of 2

RECEIVED
OCT 24 2001
PINEDALE RESOURCE
AREA OFFICE

MOUNTAIN GAS RESOURCES

WAR BONNET 16-23D

SCALE 1"=50'

SHEET 2

DATE: 9/28/01

AFFIDAVIT OF TRUSTEE SURVIVORSHIP

STATE OF Tennessee)
) ss.
COUNTY OF Davidson)

ROSE A TREFTZ, being first duly sworn, states as follows:

1. Affiant is the surviving spouse and the surviving trustee of THE TREFTZ TRUST, dated June 28, 1994, with respect to SAMUEL TREFTZ, deceased, and, therefore, has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that SAMUEL TREFTZ died at Santa Rosa, Sonoma County, California, on May 2, 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 SAMUEL TREFTZ and his spouse, ROSE A. TREFTZ, Affiant herein, acting as trustees of THE TREFTZ TRUST, dated June 28, 1994, said SAMUEL TREFTZ and Affiant acquired as trustees certain real property from SAMUEL TREFTZ and ROSE A. TREFTZ by Warranty Deed dated June 28, 1994, and recorded in the office of the County Clerk of Sublette County, Wyoming, on July 1, 1994, in Book 34 of WD, Page 101, which property is more particularly described as follows:

Lot 7, Block 10, Hennick Second Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the official map thereof filed in the office of the County Clerk, Sublette County, Wyoming.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said SAMUEL TREFTZ, who with ROSE A. TREFTZ, as Trustees, owners of the above-described property, and to make an official record on the termination of the interests of SAMUEL TREFTZ, Trustee, in and to said property and the vesting of the same in ROSE A. TREFTZ, Trustee, his surviving spouse, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 20th day of November, 2001.

Rose A Treftz, trustee
ROSE A. TREFTZ,

SUBSCRIBED AND SWORN to before me this 20th day of November, 2001, by ROSE A. TREFTZ.

WITNESS my hand and official seal.

Notary Public

MY COMMISSION EXPIRES JULY 30 2005

287805
RECORDED Dec. 11 2001 1:25 PM
IN BOOK 73 Misc. PAGE 118
FEES $ 8.00 Mary L Corbett COUNTY CLERK
SUBLETTE COUNTY PINEDALE/WYOMING
By Cathy Seton

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF SONOMA

SANTA ROSA, CALIFORNIA

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

STATE FILE NUMBER

USE BLACK INK ONLY/NO ERASURES, WHITEOUTS OR ALTERATIONS

VS-11 (REV. 1/00)

3-2000-49-001392

LOCAL REGISTRATION NUMBER

DECEDENT PERSONAL DATA

1. NAME OF DECEDENT—FIRST (GIVEN)	2. MIDDLE	3. LAST (FAMILY)
Samuel	-	Treftz

4. DATE OF BIRTH MM/DD/CCYY	5. AGE YRS.	IF UNDER 1 YEAR: MONTHS	IF UNDER 1 YEAR: DAYS	IF UNDER 24 HOURS: HOURS	IF UNDER 24 HOURS: MINUTES	6. SEX	7. DATE OF DEATH MM/DD/CCYY	8. HOUR
04/23/1919	81					M	05/02/2000	2330

9. STATE OF BIRTH	10. SOCIAL SECURITY NO.	11. MILITARY SERVICE	12. MARITAL STATUS	13. EDUCATION—YEARS COMPLETED
SD	517-09-3245	[X] YES [ ] NO [ ] UNK	Married	8

14. RACE	15. HISPANIC—SPECIFY	16. USUAL EMPLOYER
White	[ ] YES _____ [X] NO	Self Employed

17. OCCUPATION	18. KIND OF BUSINESS	19. YEARS IN OCCUPATION
SmallEngine Repair&Sales Bus Owner	Small Engines, Repair & Sales	40

USUAL RESIDENCE

20. RESIDENCE—(STREET AND NUMBER OR LOCATION): 220 N. Sublette Ave.

21. CITY	22. COUNTY	23. ZIP CODE	24. YRS IN COUNTY	25. STATE OR FOREIGN COUNTRY
Pinedale	Sublette	82941	27	WY

INFORMANT

26. NAME, RELATIONSHIP	27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP)
Rose Treftz-Wife	220 N. Sublette Ave. Pinedale, WY 82941

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE—FIRST	29. MIDDLE	30. LAST (MAIDEN NAME)	
Rose	Angeline	Effertz	
31. NAME OF FATHER—FIRST	**32. MIDDLE**	**33. LAST**	**34. BIRTH STATE**
Christian	-	Treftz	Germany
35. NAME OF MOTHER—FIRST	**36. MIDDLE**	**37. LAST (MAIDEN)**	**38. BIRTH STATE**
Rosina	-	Job	SD

DISPOSITION(S)

39. DATE MM/DD/CCYY	40. PLACE OF FINAL DISPOSITION
05/05/2000	RES. Rose Treftz- 220 N. Sublette Ave. Pinedale, WY

FUNERAL DIRECTOR AND LOCAL REGISTRAR

41. TYPE OF DISPOSITION(S)	42. SIGNATURE OF EMBALMER	43. LICENSE NO.
CR/TR/RES	▶ Not Embalmed	-
44. NAME OF FUNERAL DIRECTOR	**45. LICENSE NO.**	**46. SIGNATURE OF LOCAL REGISTRAR**	**47. DATE MM/DD/CCYY**
Lafferty&Smith Colonial Chapel	FD 356	▶ Mary Maddux-Sonfield MD	05/05/2000

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. FACILITY OTHER THAN HOSPITAL	104. COUNTY
Daughter's Residence	[ ] IP [ ] ER/OP [ ] DOA	[ ] CONV. HOSP. [ ] RES. CARE [ ] OTHER	Sonoma

105. STREET ADDRESS—(STREET AND NUMBER OR LOCATION): 2244 Rowe Ave.

106. CITY: Santa Rosa

CAUSE OF DEATH

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

		TIME INTERVAL BETWEEN ONSET AND DEATH
IMMEDIATE CAUSE	(A) Lung Carcinoma	2 MONS
DUE TO	(B)	
DUE TO	(C)	
DUE TO	(D)	

108. DEATH REPORTED TO CORONER: [X] YES [X] NO — REFERRAL NUMBER: 00-0701

109. BIOPSY PERFORMED: [X] YES [ ] NO

110. AUTOPSY PERFORMED: [ ] YES [X] NO

111. USED IN DETERMINING CAUSE: [ ] YES [ ] NO

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

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

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. DECEDENT ATTENDED SINCE MM/DD/CCYY	DECEDENT LAST SEEN ALIVE MM/DD/CCYY	115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NO.	117. DATE MM/DD/CCYY
04/27/2000	04/27/2000	▶ [signature] MD.	G32438	05/05/2000

118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP: Gary A. Johanson, MD- 500 Doyle Park Dr. #300- Santa Rosa, CA 95405

CORONER'S USE ONLY

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

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

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

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

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

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

302048

STATE REGISTRAR

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

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA } ss
COUNTY OF SONOMA }

DATE ISSUED

This is true and exact reproduction of the document officially registered and placed on file in the Vital Statistics office, Sonoma County Department of Health Services.

Mary Maddux-Sonfield MD
LOCAL REGISTRAR
SONOMA COUNTY, CALIFORNIA

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

THE GREAT SEAL OF THE STATE OF CALIFORNIA — EUREKA

REGISTRAR OF VITAL STATISTICS — SONOMA COUNTY, CALIF.

MIDWEST BANK NOTE COMPANY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

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 WYW148604

---

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: **287876**

RECORDED Dec. 18 2001 8:40a M
IN BOOK 73 Misc. PAGE 120
FEES $ 36.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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 inch temporary surface gas pipeline (Phase I), 10 inch permanent buried gas pipeline (Phase II), on public lands described as follows:

T. 27 N., R. 107 W., 6th P.M., Sublette County, Wyoming
section 2: Lot 3

T. 28 N., R. 107 W., 6th P.M., Sublette County, Wyoming
section 27: S½SW¼, SE¼SE¼
section 28: N½SW¼, W½SE¼, SE¼SE¼
section 29: S½NW¼, NE¼SW¼, N½SE¼
section 30: Lot 2, SE¼NW¼, S½NE¼
section 33: NE¼NE¼
section 34: N½N½
section 35: E½NW¼, N½SW¼, SE¼SW¼

T. 28 N., R. 108 W., 6th P.M., Sublette County, Wyoming
section 5: Lot 1, SE¼NE¼
section 8: E½E½
section 17: E½NE¼
section 21: NE¼NE¼
section 22: S½NE¼, W½NW¼, SE¼NW¼
section 23: SW¼NW¼, N½SW¼, W½SE¼, SE¼SE¼
section 25: NW¼NW¼, S½N½
section 26: NE¼NE¼

T. 29 N., R. 108 W., 6th P.M., Sublette County, Wyoming
section 34: SE¼SW¼

b. The right-of-way or permit area granted herein is 50 feet wide, 59,888 feet long and contains 68.742 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.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated October 1, 1999, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant 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. 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 six (6) inches.

g. Construction activity and surface disturbance will be prohibited during the period from May 1 to July 15 for the protection of mountain plover habitat. Any exceptions to this requirement must have prior written approval from the authorized officer.

h. Construction activity and surface disturbance will be prohibited during the period from March 1 to June 30 for the protection of sage grouse habitat. Any exceptions to this requirement must have prior written approval from the authorized officer.

i. Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of raptor habitat. Any exceptions to this requirement must have prior written approval from the authorized officer.

j. The holder shall contact the authorized officer at least FIVE days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.

k. 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 11/29/01. 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.

l. 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.

m. 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.

n. 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.

o. 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).

p. 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.

q. 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.

r. The holder shall meet Federal, State, and local emission standards for air quality.

s. 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.

t. 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.

u. 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.

Kelly Thomas
(Signature of Holder)

Susan G Davis
(Signature of Authorized Officer)

Surface Use Rep
(Title)

ACTING Assistant Field Manager
Minerals and Lands
(Title)

11/26/01
(Date)

11/29/01
(Effective Date of Grant)

W148604
EXHIBIT "A"
FORM 299

Proposed
Juel Springs 3-2 Extension Pipeline
Page 1, Section 7

GAS GATHERING LINE APPLICATION

A) **Phase one, one 6 inch above-ground natural gas pipeline approximately 64,854 feet in length, 59,888 feet on Federal lands, to be utilized until the completion of a Permanent Buried Line (see "B") within a 2 year period or as allowed by the Bureau of Land Management.**

B) **Phase two - replacement of 6 inch surface line, one buried 10 inch natural gas pipeline, approximately 62,469 feet in length, 59,888 feet on Federal lands, to connect:**

Juel Springs 3-2 well in	NW/4 Section 2, T28N-R107W
to an existing pipeline in	SW/4 Section 34, T29N-R108W Sublette County, Wyoming

B) Valves and appurtenances to control flow; meter runs as needed.

C) 59,888 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
WYW148604

PLAN OF DEVELOPMENT
TO ACCOMPANY

Juel Springs 3-2 Well Connect

APPLICATION

I. PROJECT DESCRIPTION

The proposed 6 inch steel temporary surface pipeline (Surface Line), to be replaced two years after construction by a buried 10 inch steel pipeline (Pipeline), will begin at the Juel Springs 3-2 well, located in the Northwest quarter of Section 2, Township 28 North, Range 107 West and head in a westerly direction to terminate at Mountains pipeline in the Southwest quarter of Section 34, Township 29 North, Range 107 West, Sweetwater County, Wyoming.

The total length of the right-of-way is approximately 64,854 feet, of which 59,888 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.

The Pipeline will consist of 10 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig.

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 dissipater 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

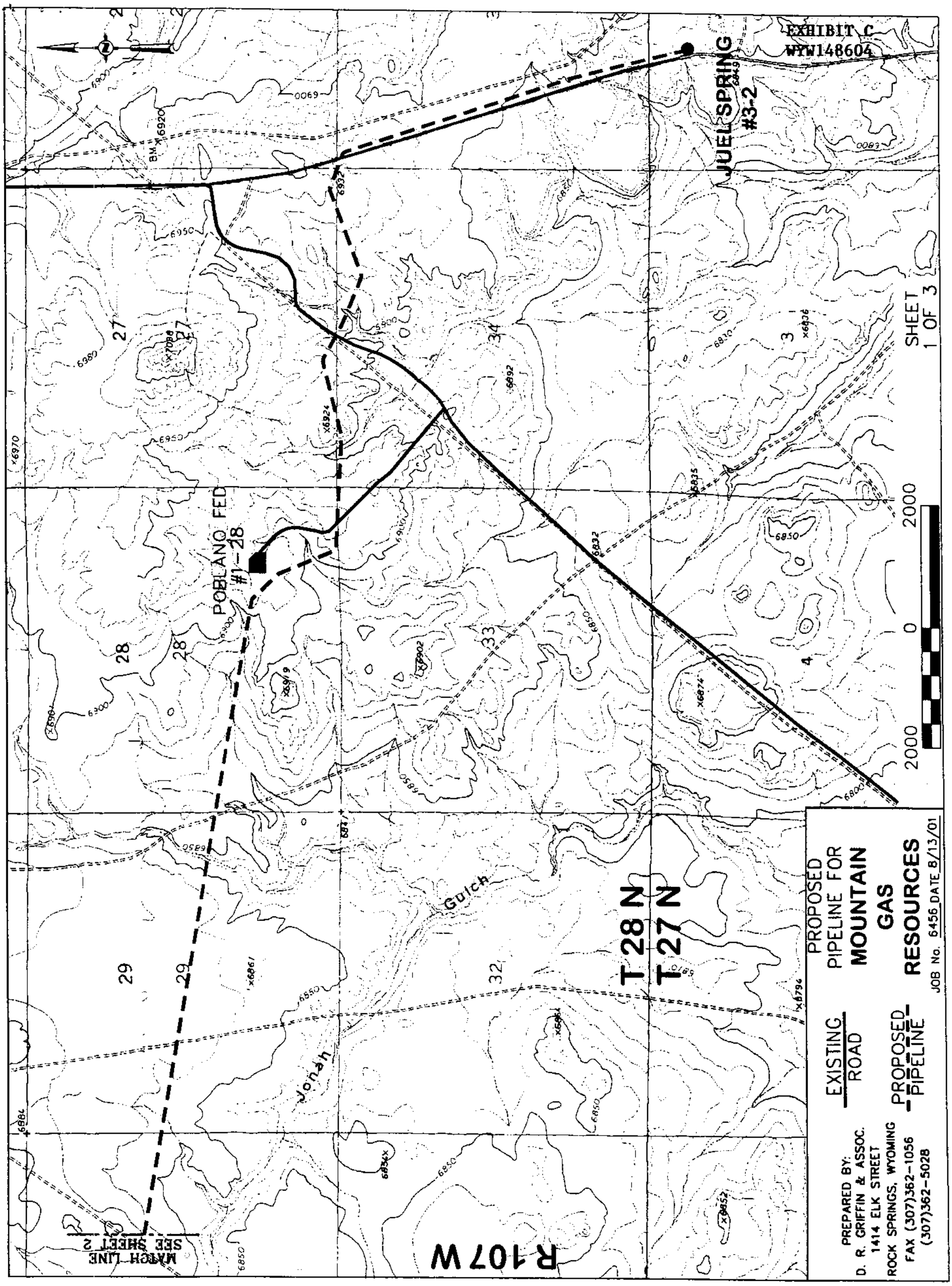
Total 15.25 lbs/acre PLS

(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.


EXHIBIT C
WYW148604
JUELSPRING #3-2
POBLANO FED #1-28
SHEET 1 OF 3
T 28 N
T 27 N
R107W
MATCH LINE SEE SHEET 2
PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES
JOB No. 6456 DATE 8/13/01
EXISTING ROAD
PROPOSED PIPELINE
PREPARED BY:
D. R. GRIFFIN & ASSOC.
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1056
(307)362-5028
2000 0 2000

T 28 N

R 108 W

R 107 W

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 1

Jonah Reservoir

Gulch

JEEP TRAIL

JEEP TRAIL

22 23 24

27 26 25

19 19

30 30

PREPARED BY:
D. R. GRIFFIN & ASSOC.
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1056
(307)362-5028

EXISTING ROAD

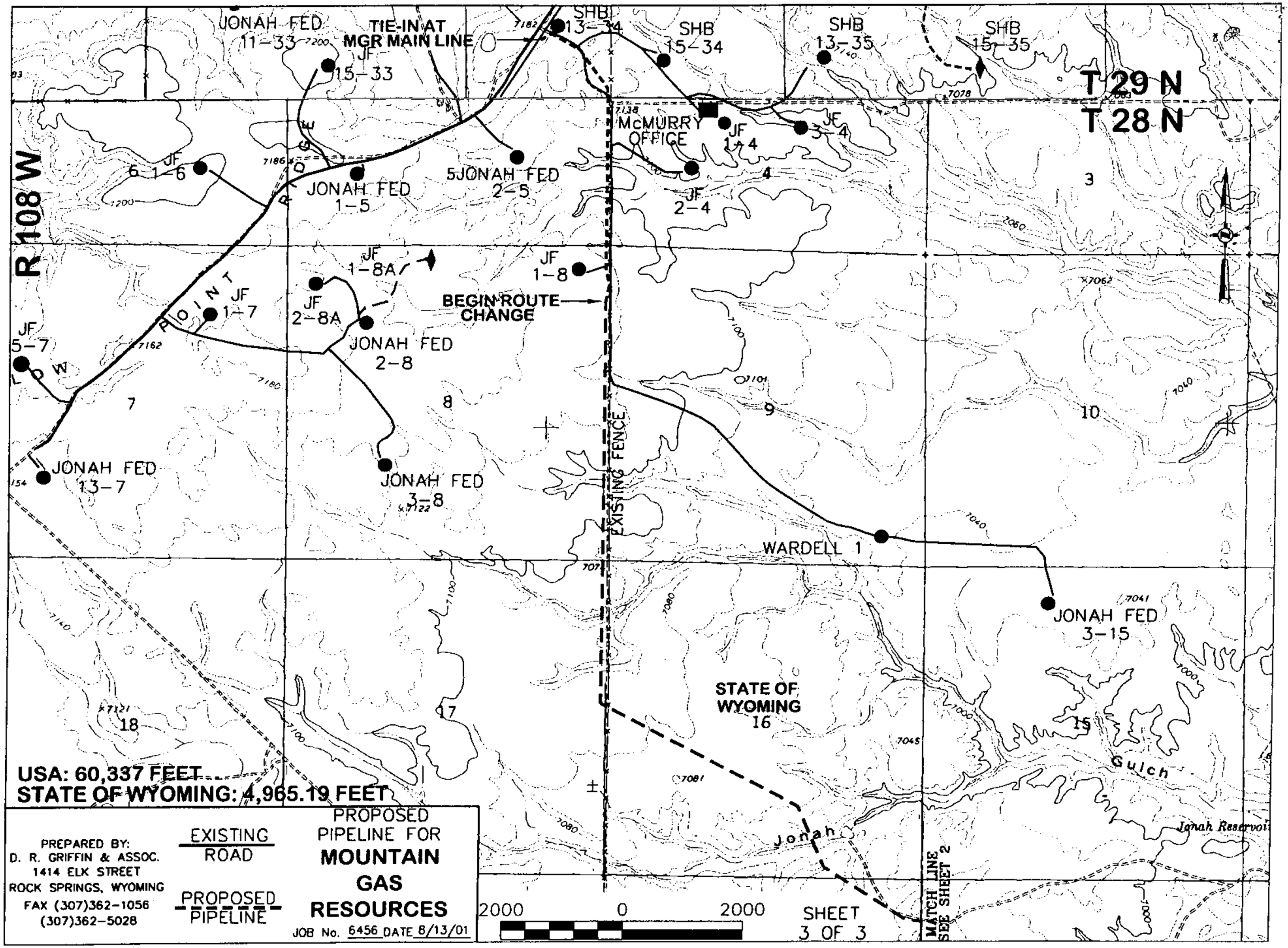
PROPOSED PIPELINE

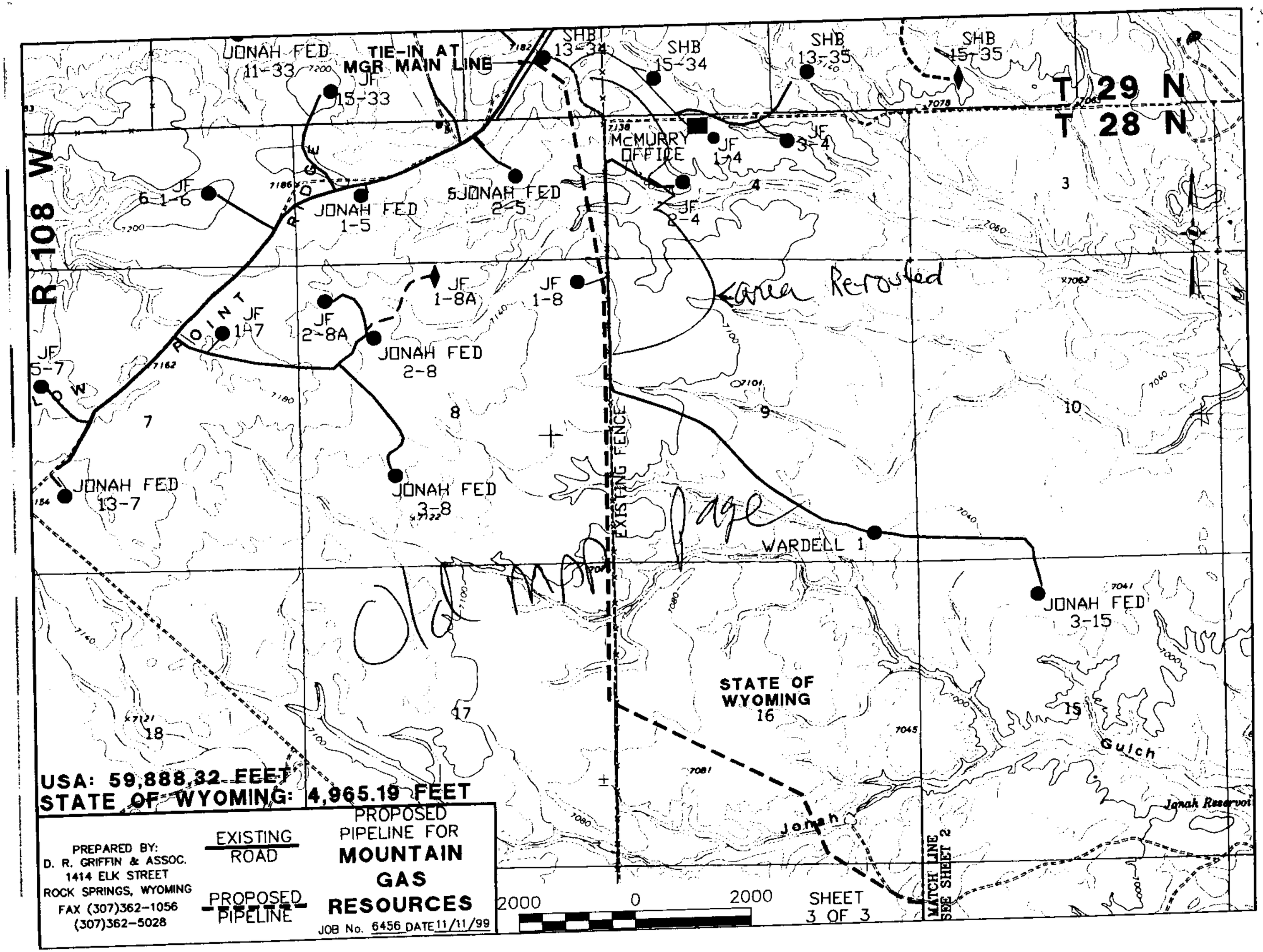
PROPOSED PIPELINE FOR **MOUNTAIN GAS RESOURCES**

JOB No. 6456 DATE 8/13/01

2000 0 2000

SHEET 2 OF 3


JONAH FED 11-33
TIE-IN AT MGR MAIN LINE
SHB 13-34
SHB 15-34
SHB 13-35
SHB 15-35
T 29 N
T 28 N
R 108 W
JF 15-33
JF 6-6
JONAH FED 1-5
5JONAH FED 2-5
McMURRY OFFICE
JF 1-4
JF 3-4
JF 2-4
JF 1-8A
JF 1-8
JF 2-8A
JF 1-7
JF 5-7
BEGIN ROUTE CHANGE
JONAH FED 2-8
JONAH FED 13-7
JONAH FED 3-8
EXISTING FENCE
WARDELL 1
JONAH FED 3-15
STATE OF WYOMING 16
Gulch
Jonah Reservoir
Jonah
MATCH LINE SEE SHEET 2
USA: 60,337 FEET
STATE OF WYOMING: 4,965.19 FEET
PREPARED BY:
D. R. GRIFFIN & ASSOC.
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1056
(307)362-5028
EXISTING ROAD
PROPOSED PIPELINE
PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES
JOB No. 6456 DATE 8/13/01
2000 0 2000
SHEET 3 OF 3


JONAH FED 11-33
TIE-IN AT MGR MAIN LINE
JF 15-33
SHB 13-34
SHB 15-34
SHB 13-35
SHB 15-35
T 29 N
T 28 N
R 108 W
McMURRY OFFICE
JF 3-4
JF 1-4
JF 8-4
JF 6-1-6
JONAH FED 1-5
SJONAH FED 2-5
JF 1-8A
JF 1-8
JF 1-7
JF 2-8A
JONAH FED 2-8
JF 5-7
JONAH FED 13-7
JONAH FED 3-8
EXISTING FENCE
WARDELL 1
JONAH FED 3-15
STATE OF WYOMING 16
Gulch
Jonah Reservoi
Jonah
2 LEGGED MATCH LINE
Area Revised
Old Map Page
7
8
9
10
17
18
15
3
4
USA: 59,888.32 FEET
STATE OF WYOMING: 4,965.19 FEET
PREPARED BY:
D. R. GRIFFIN & ASSOC.
1414 ELK STREET
ROCK SPRINGS, WYOMING
FAX (307)362-1056
(307)362-5028
EXISTING ROAD
PROPOSED PIPELINE
PROPOSED PIPELINE FOR
MOUNTAIN GAS RESOURCES
JOB No. 6456 DATE 11/11/99
2000 0 2000
SHEET 3 OF 3

AFFIDAVIT OF SURVIVORSHIP

COMES NOW the undersigned, SHARON L. WILCOX, 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 Pinedale, Sublette County, Wyoming.

2. Together with her husband, LESLIE F. WILCOX, the undersigned was seized of estates in joint tenancy in certain parcels of real property situate in Sublette County, Wyoming, and more particularly described as follows:

> Lot 25, Antelope Hills II Subdivision, 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.
>
> *and*
>
> The below-described parcel situate in Section 16, Township 31 North, Range 110 West, 6th Principal Meridian, Sublette County, Wyoming:
>
> All of Lots 2 and 3 and that part of Lot 1, the NE¼ and the NE¼NW¼ of said Section 16 which lies and is situate southerly of the following described line:
>
> Beginning at a point of the east line of said Section 16 which bears N.00°20'53"W., 1502.00 feet from the southeast corner of the NE¼ of said Section 16;
>
> thence N.87°14'16"W., 4881.72 feet, along a line parallel with the line between the northeast and northwest corners of said Section 16, to a point;
>
> thence continuing N.87°14'16"W., 285 feet, more or less, along said parallel line to the thread of the Green River;
>
> Said parcel encompassing an area of 160 acres, more or less.

3. That said estates were vested in the undersigned and her husband by virtue of the following:

As to Lot 25, Antelope Hills II Subdivision, that certain Warranty Deed executed on July 2, 2001 by James R. Hutchinson and Treva C. Hutchinson, husband and wife, and filed for record in Book 41 of Deeds, page 724, in the office of the County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming.

As to the parcel situate in Section 16, Township 31 North, Range 110 West, 6th Principal Meridian, Sublette County, Wyoming, that certain warranty deed executed on August 13, 1992 by Higgins Ranch, Inc. and recorded in Book 31 of Deeds, page 726, in the office of the County Clerk and ex-officio Register of Deeds, Sublette County, Wyoming.

4. That the undersigned's husband, LESLIE F. WILCOX, died on October 13, 2001, as set forth in that certain death certificate issued by the State of Wyoming on

287694

RECORDED Dec. 19 2001 10:00 AM
IN BOOK 73 Misc. PAGE 136
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

October 25, 2001, 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 Leslie F. Wilcox, the entire estate and ownership of the above-described real property has now passed to and vests in SHARON L. WILCOX as her sole and separate estate in fee simple.

DATED this 18th day of December, 2001.

Sharon L. Wilcox
SHARON L. WILCOX

State of Wyoming }
: ss
County of Sublette }

The foregoing was subscribed and sworn to before me this 18th day of December, 2001 by SHARON L. WILCOX as her free act and deed.

Witness my hand and official seal.

Ron M. McLaughlin
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming

Ron M. McLaughlin
Notary Public

My Commission expires 7/15/2005.

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 0137 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK. FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT - NAME: FIRST ELSETTE; MIDDLE FLOYD; LAST WILCOX
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): OCTOBER 13, 2001
4. SOCIAL SECURITY NUMBER: 562-34-0162
5a. AGE - Last Birthday (Years): 69
5b. UNDER 1 YEAR: Months; Days
5c. UNDER 1 DAY: Hours; Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): FEBRUARY 8. 1932
7. PLACE OF DEATH (Check only one): HOSPITAL: Inpatient / ER/Outpatient / DOA; OTHER: Nursing Home / Residence / Other (Specify)
7a. FACILITY NAME (If not institution, give street and number): PINEDALE MEDICAL CLINIC
7b. CITY, TOWN, OR LOCATION OF DEATH: PINEDALE
7d. COUNTY OF DEATH: SUBLETTE
8. STATE OF BIRTH (If not in U.S.A., name country): MICHIGAN
9. MARRIED / NEVER MARRIED / DIVORCED / WIDOWED: MARRIED
10. SURVIVING SPOUSE (If wife, give maiden name): SHERRI STOVALL
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): NO
12. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): RANCHER
13. KIND OF BUSINESS OR INDUSTRY: AGRICULTURE
12a. RESIDENCE - STATE: WYOMING
12b. COUNTY: SUBLETTE
12c. CITY, TOWN, OR LOCATION: CORA
12d. STREET AND NUMBER: 12 BUCK ROAD
13a. SPANISH/HISPANIC ORIGIN? (Specify yes or no): NO
13b. DECEDENT'S OWN RACE: Asian / Black / White / American Indian / Other (Specify): WHITE
14. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+):

FATHER

15. FATHER'S NAME: FLOYD WALTER WILCOX
16. MOTHER'S MAIDEN NAME: GRACE ANN HACKNEY

INFORMANT

17a. INFORMANT'S NAME (Type or print): SHERRI STOVALL
17b. INFORMANT'S RELATIONSHIP TO DECEDENT: WIFE
17c. MAILING ADDRESS (Street and Number or P.O. Box No.): P.O. BOX [illegible]
17d. CITY OR TOWN: PINEDALE
17e. STATE: WYOMING
17f. ZIP CODE: 82941

DISPOSITION

18. BURIAL / CREMATION / REMOVAL / DONATION (Specify): BURIAL
18b. DATE (Mo., Day, Yr.): OCT. 17, 2001
18c. NAME OF CEMETERY OR CREMATORY: PINEDALE CEMETERY
18d. LOCATION - CITY OR TOWN: PINEDALE
18e. STATE: WYOMING
19. SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER AGENT: [signature]
20. NAME OF FACILITY: N/A HUDSON'S FUNERAL HOME
21. ADDRESS OF FACILITY: 164 [illegible] RTIGER AVENUE

CERTIFIER

22. 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.
22a. DATE SIGNED (Mo., Day, Yr.): 10/24/01
22b. TIME OF DEATH: 0704 M
22c. NAME OF ATTENDING PHYSICIAN (If other than Certifier) (Type or print): JUDITH BOYLE M.D.
23. NAME AND ADDRESS OF CERTIFIER (If other than physician, specify title of official): JUDITH BOYLE M.D. PINEDALE, WYOMING
23a. DATE SIGNED (Mo., Day, Yr.): 10/24/01
23b. HOUR OF DEATH: M
23c. PRONOUNCED DEAD (Mo., Day, Yr.):
23d. PRONOUNCED DEAD (Hour): M
24a. REGISTRAR (Signature): [signature]
24b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): OCTOBER 23, 2001

CAUSE OF DEATH

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

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. MULTIPLE TRAUMA
DUE TO (OR AS A CONSEQUENCE OF): b. MVA
DUE TO (OR AS A CONSEQUENCE OF): c.
DUE TO (OR AS A CONSEQUENCE OF): d.

Approximate Interval: Between Onset and Death: 1 hour

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

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

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

29. MANNER OF DEATH: Natural / Accident / Suicide / Homicide / Pending Investigation / Could not be Determined
30a. DATE OF INJURY (Month, Day, Year): OCT. 13, 2001
30b. TIME OF INJURY: 9:30 AM
30c. INJURY AT WORK? (Specify yes or no): NO
30d. DESCRIBE HOW INJURY OCCURRED: Driver of SUV that was broad-sided by semi truck
30e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify): JCT. OF HWY 352 & 191
30f. LOCATION (Street and Number or Rural Route Number, City or Town, State): APPROX 7 MI. WEST OF PINEDALE

OCT 2 2001

VR 2-89
11/99 15M

144081

I hereby certify that this is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming.

DATE ISSUED: OCT 25 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

CONTRACT FOR SALE

THIS CONTRACT FOR SALE made and entered into on the date indicated below by and between WILLIAM C. STEVENS and BARBARA K. STEVENS, husband and wife, (hereinafter referred to as Seller), and LARRY B. HULT and LUANNE D. HULT, husband and wife, (hereinafter referred to as Buyer).

IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. Description of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from seller certain real property situated in Sublette County, Wyoming, and more particularly described as: Tract Number Forty-One (41) of the Redstone Warren Bridge Subdivision, Second Filing, Sublette County, Wyoming.

2. Purchase and Sale. Buyer has examined the subject property and has agreed to purchase said property upon the following terms and conditions, which Seller agrees to accept.

3. Consideration. Buyer has presented and delivered valuable consideration to Seller including earnest money of Five Hundred ($500.00) Dollars upon the signing of this agreement. After said consideration, Buyer owes to Seller the sum of One Hundred Sixty One Thousand Five Hundred ($161,500.00) Dollars to complete payment of the purchase price of this property.

287952

Initials Seller: WCS BKS

Initials Buyer: LBH LDH

RECORDED December 21 2001 2:10 P M
IN BOOK 73 Miscellaneous PAGE 139
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

A. Interest at the rate of six and three quarters percent per annum (6.75%) shall be paid in 60 equal monthly installments of Nine Hundred Eight Dollars and Forty Four Cents ($908.44).

On December 5, 2006 the balance of One Hundred Sixty One Thousand Five Hundred Dollars ($161,500.00), Principal and Interest will be deemed due and payable in full. See Copy of Attached Promissory Note designated, Exhibit A.

Payments of said monthly installments shall begin on January 5, 2002.

B. All payments shall be made to WILLIAM C. STEVENS and/or BARBARA K. STEVENS for this transaction, at the address of P.O. Box 1512, Pinedale, WY. 82941

4. Title. Title to the subject real property shall be conveyed from Seller to Buyer by a Warranty Deed; and transfer of title on the FOUR SEASONS, Manufactured Home, Serial Number FS210491, which shall convey title free and clear of all liens, security interest and encumbrances. Said Warranty Deed shall be delivered to Buyer upon payment in full of the purchase price to Seller. See attachments designated Exhibit B & C.

A. Seller to Retain Warranty Deed and Title to the Four Seasons, Manufactured Home in their safe deposit box ready for delivery upon payment in full of the purchase price to Seller.

Initials Seller: WCS BKS

Initials Buyer: LDH LH

5. Breach of Contract. Time is of the essence of this Contract and the Buyer shall make all payments promptly as herein provided and it is expressly understood and agreed that if the Buyer shall fail to make said payments in the amount, manner, and within the time provided, or should they fail to perform any of the terms and conditions hereof, in the manner and within the time provided, and such failure to pay or to perform shall continue for forty-five (45) days after written notice thereof, shall constitute a Material Breach of Contract, the seller has the option:

A. To declare this contract terminated, rescinded and of no further force and effect, said action shall fully reinvest Seller with all right, title and interest thereto hereby agreed to be sold, conveyed or delivered, and the Buyer shall forfeit all their right, title and interest in and to all of the said real property, including any and all improvements or replacements and the Seller shall have the right to reenter and take possession, without demand, of the said real property and all improvements thereon, including those erected or placed thereon by the Buyer. In the event of such repossession, Seller may keep said real property as their own absolute property, being hereby released from all obligations both at law and in equity, to convey said property, and in such case all payments made by Buyer prior to repossession shall be considered as rental for said real property and liquidated damages for failure on the part of the Buyer to comply with the terms of this Contract, and in the event the

Initials Seller: WCS BKS Initials Buyer: LBH LDH

Seller elects to rescind, as above provided, the buyer agrees to pay all costs of cancellation, together with a reasonable attorney's fee, and to execute all documents necessary to clear Seller's title and any record interest of Buyer.

B. To treat this transaction as an unconditional sale, in which event all of the unpaid balance then owing under the Contract, both principal and interest, shall immediately become due and payable, and to collect the full amount thereof including reasonable amount for attorney's fees and court costs, from the Buyer.

6. Late Payments. It is specifically agreed that late payments accepted by Seller will not operate to change or modify any of the due dates or amounts of the payments due hereunder.

7. Notice. All notices required herein to be given to the parties shall be sent to their addresses as listed below. Proof of mailing of such notices shall perfect all notices and each party shall notify the other of any change of address.

Seller: William C. Stevens & Barbara K. Stevens
P.O. Box 1512
Pinedale, WY. 82941

Buyer: Larry B. Hult & Luanne D. Hult
12 Prophet Lane
Pinedale, WY. 82941

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

Initials Seller: WCS BKS

Initials Buyer: LH LH

8. Assignment. It is expressly agreed hereunder that neither all or any rights or obligations created hereunder nor the concerned real property shall be assigned or transferred, either in its entirety or in part, or be otherwise conveyed or contracted to be conveyed by the Buyer with out securing the signed written consent of Seller.

9. Warranty. Buyer acknowledges that they have had the opportunity to examine the property concerned herein and accept the same in its present condition. Seller covenants, as a condition to this Contract, that there are no hidden conditions or defects known to Seller that has not been disclosed to Buyers. There are no warranties to the condition of the said property either expressed or implied except as set out herein.

10. Taxes. Buyer shall pay all property taxes accruing after closing. Taxes shall be prorated at closing.

11. Insurance. Buyer shall pay for and provide the necessary adequate Home Owners casualty and fire insurance covering the buildings and other improvements used by the Buyers during the term of this Contract. Buyer further agrees to hold harmless the Seller from liability by reason of the Buyer's use of the property and will maintain adequate liability insurance on the premises. For the purposes of the definition "adequate' shall mean an amount sufficient to provide actual cash value of any items lost due to an insured casualty. Buyer shall name Seller as the lost payee upon said policies as Seller's interest may appear.

Initials Seller: WCS BKS

Initials Buyer: LH LH

12. Closing Closing shall be on December 10, 2001. Thereafter, Seller shall not have any right of control over the concerned property for so long as this contract shall be in effect.

13. Seller and Buyer Stipulate as Follows:

A. That this Contract is a final expression or written agreement, and all other agreements expressed or implied are irrelevant.

B. That both Buyer and Seller have ascertained a manifested assent and/or meeting of the minds, regarding the promises and covenants of this Contract.

C. There has been no duress, fraud, mistake, misrepresentation or undue influence.

D. The parties to this contract stipulate that both parties prepared the contract.

E. This contract contains 9 Pages, and 2 Attachments designated Exhibits A and B.

14. Title Insurance. Seller shall provide a commitment for title insurance to Buyer within seven (7) days of the execution of this Contract by Buyer. If Buyer objects to any reservation contained in said title insurance commitment, he shall so notify Seller in writing prior to closing. If any reservation shall be noticed to Seller by Buyer, Seller may cause said reservation to be removed from the title insurance commitment prior to closing, may terminate this Contract or may otherwise agree with Buyer

Initials Seller: WCS BKS

Initials Buyer: LBH LDH

on a manner in which to address said reservation. Seller shall pay the cost of the title insurance policy at closing.

15. Headings. The paragraph headings herein are descriptive only and do not act to limit or other wise modify the actual provisions of the individual paragraphs.

16. Construction, Usage, and Interpretation. Whenever in this Contract the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural. Whenever in this Contract the plural is used and the singular would be applicable, then such usage of the plural shall be deemed and considered to include the singular. Whenever in this Contract a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.

17. Miscellaneous. One or more waivers of the covenants or conditions by the Seller or Buyer shall not be constructed as a waiver of any further breach of the same covenant or condition, nor shall the consent or approval of either party to any act be deemed to waive or render unnecessary such party's consent or approval to any subsequent or similar act. The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but also to their respective personal representatives, successors, assigns, and heirs.

DATED this 10th day of December, 2001.

Initials Seller: WCS BKS

Initials Buyer:

Seller:

William C. Stevens, Husband

Dated this 10 day of DECEMBER, 2001

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Contract For Sale** was acknowledged before me by William C. Stevens, Husband, this 10th day of December, 2001.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 8/12/04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8/12/04

Seller:

Barbara K. Stevens, Wife

Dated this 10 day of Dec, 2001

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Contract For Sale** was acknowledged before me by Barbara K. Stevens, Wife, this 10th day of December, 2001.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 8/12/04

SANDRA ADAMS – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8/12/04

Initials Seller: WCS BKS

Initials Buyer: LBH LDH

Buyer:

Larry B. Hult, Husband

Dated this 11 day of Dec, 2001

STATE OF Wyo)
) ss.
COUNTY OF Teton)

The foregoing **Contract For Sale** was acknowledged before me by Larry B. Hult, Husband, this 11 day of Dec, 2001.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

DAVID E. AUGE - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires June 8, 2002

Buyer:

Luanne D. Hult, Wife

Dated this 10th day of December, 2001

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Contract For Sale** was acknowledged before me by Luanne D. Hult, Wife, this 10th day of December, 2001.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 8/17/01

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

Initials Seller: WCS

Initials Buyer:

148

EXTINGUISHMENT OF EASEMENT
AND
REVERSION OF INTEREST

On **April 30, 1993**, the United States of America, acting by and through the Department of Transportation, Federal Highway Administration, granted to the Transportation Commission of Wyoming, a Highway Easement Deed for right-of-way over certain Federal land under the jurisdiction of the Department of the Interior - Bureau of Land Management within the United States, in the State of Wyoming, County of **Sublette, Project No. SRA-013-2(37), Farson-Pinedale Road Rest Area, Serial No. 036820**,

T.31N., R.108W.
Section 3, NW¼

6th Principal Meridian, as shown on the following revised plat:

Drawing No. **n/a** Dated **n/a** Sheet Number(s) **1 of 8** Marked Exhibit "A" attached hereto and made a part hereof.

Now, therefore, the Transportation Commission of Wyoming, does for itself, its successors and assigns, hereby quit claim and release from the above referenced Highway Easement Deed dated **April 30, 1993**, any and all rights of title, claim or use conveyed to it, in and to the herein above described parcel of land, and said Commission does hereby agree that any and all right, title and interest of the Commission in and to the Highway Easement shall revert to the United States of America, acting by and through the Department of Transportation, Federal Highway Administration.

Dated this, the 26th day of NOVEMBER, A.D., 2001

11-26-01
DATE

B. Patrick Collins
for the Transportation Commission of Wyoming

Engineering and Planning Engineer

STATE OF WYOMING
SS
COUNTY OF Laramie

The foregoing instrument was acknowledged before me by B. PATRICK COLLINS this 27th day of November, 2001.

Witness my hand and official seal.

Kenneth R Spear
NOTARY PUBLIC

KENNETH R. SPEAR - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 31, 2005

My commission Expires

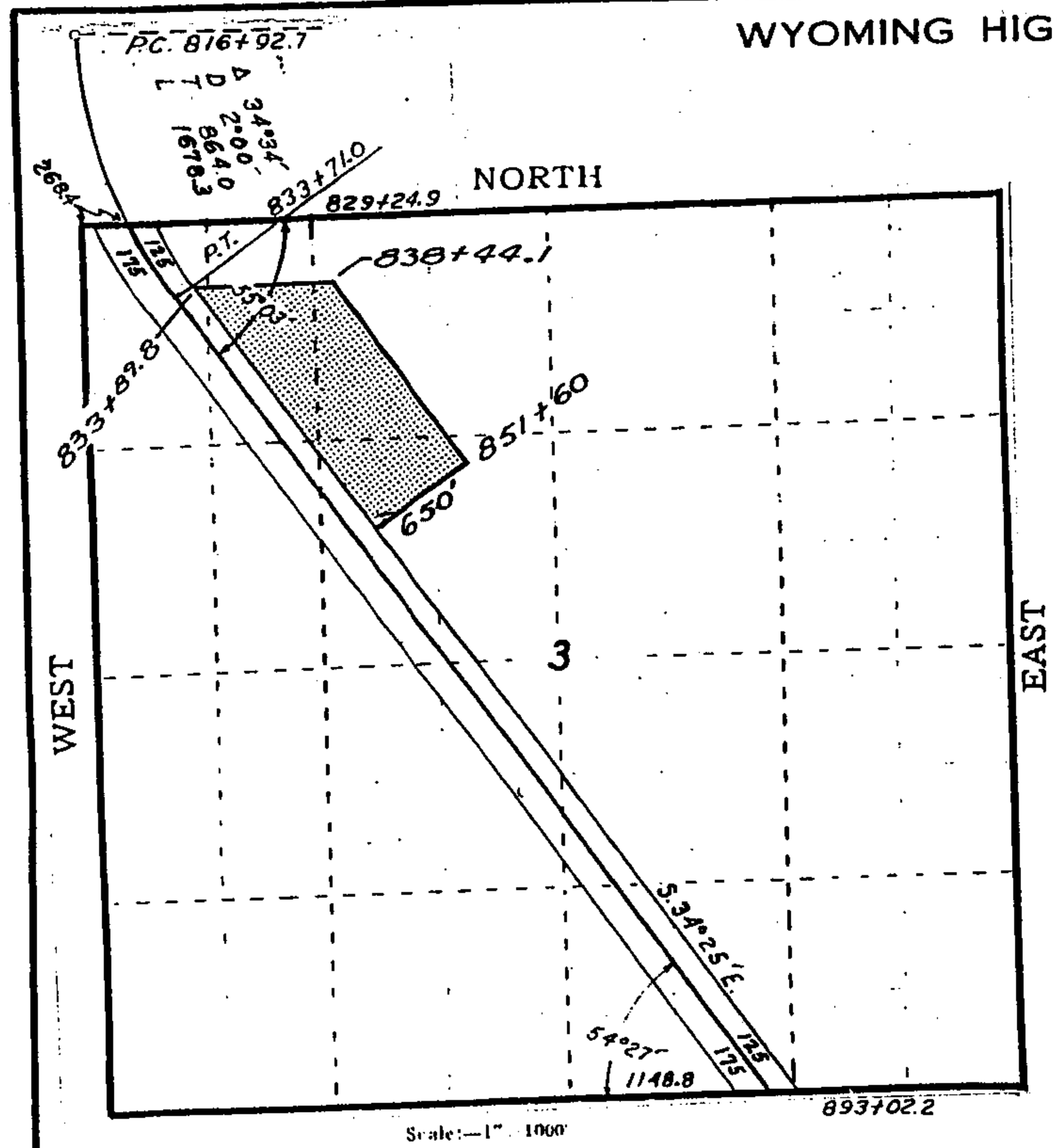
287958

RECORDED Dec 24 2001 8:30AM
IN BOOK 73 Misc. PAGE 148
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

G:\RIGHTWAY\SHARED\Engineer\Barb C\Fed\reverterfrm.wpd November 20, 2001

WYOMING HIGHWAY DEPARTMENT

REVISED Proj. No. F-140(13)
Sb-3, A.F.E. 4026



SECTION 3
TOWNSHIP 31 NORTH
RANGE 108 WEST

CERTIFICATE OF STATE HIGHWAY ENGINEER

I, J. R. Bromley, of Cheyenne, Wyoming, hereby certify that this map was made from notes taken during an actual survey made by Butler Hilton in 1955, for which work I stand personally responsible and that such survey is accurately represented on this map and by the accompanying field notes.

Cheyenne, Wyoming. September 12, 1955

J. R. Bromley
Superintendent, Wyoming License No. 155

NOTE:—Right of Way through Federal lands to be 300 feet wide, being 125 feet on the left or easterly side, and 175 feet on the right or westerly side of the centerline of the highway.

CERTIFICATE

I, Perry T. Williams, Manager, Bureau of Land Management at Cheyenne, Wyoming, hereby certify that the lands shown cross-hatched and traversed by the Pinedale-Rock Springs Road, as shown on this map, are the only patented or appropriated lands on this route, and that all lands shown on this map not cross-hatched are unappropriated and unreserved public lands.

Cheyenne, Wyoming. SEP 14 1955, 19

Manager

WYOMING
Serial Number 036820

MAP

Accompanying application for Right of Way for a highway, as provided in Sec. 17, of Act of Congress approved Nov. 9, 1921, (42 Stat. 212) as given in Circular 1310, dated Aug. 19, 1933, and Commissioner's letter dated Jan. 10, 1935.

Sublette County

288038

CONSERVATION EASEMENT

This Conservation Easement (this "Document") is entered into this 21st day of December, 2001, between the CHILCOTE FAMILY LIMITED PARTNERSHIP, Grantor and THE JACKSON HOLE LAND TRUST, Grantee.

RECORDED Dec. 28 2001 12:40P
IN BOOK 73 Misc. PAGE 170
FEES $ 68.00
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK

BACKGROUND STATEMENT

Description of the Parties

The Grantor is a Nevada Limited Partnership. It is the owner of certain improved real property known as the Signal Hill Ranch, described below and in Exhibit A, and referred to in this Document as the "Property." The Grantor's address is1940 San Remo Drive, Laguna Beach, CA 92651.

The Grantee is a Wyoming non-profit corporation, and a charitable organization recognized under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"). The address of the Grantee is P.O. Box 2897, Jackson, Wyoming 83001. The purpose of the Grantee is to preserve and protect open space and the scenic, ranching, agricultural, and wildlife values of Jackson Hole, Wyoming by assisting landowners who wish to protect their land in perpetuity. The Grantee is qualified to acquire and hold conservation easements under Section 170(h)(3) of the Code.

Description of the Purpose of the Conveyances.

The conveyance below provides for the permanent conservation of the Property. The conveyance to the Grantee is of a conservation easement ("the Easement") over the Property. A legal description of the Property is provided in Exhibit A. The Easement is conveyed for the benefit of and as an appurtenance to the "Trust Parcel" and conservation easement on adjoining land owned by the Grantee and of record in the Office of the Clerk of Sublette County, Wyoming in Book 40 WD, beginning at page 127.

The Easement irrevocably and unconditionally conveys a real property interest in the Property. In exchange the Grantee binds itself to monitor the use of the Property and to enforce the terms of the restrictions on the future use of the Property in perpetuity. The parties recognize that acceptance of the responsibility to permanently monitor and enforce these restrictions represents a substantial commitment requiring the expenditure of significant time and financial resources by the Grantee.

The Easement conveys to the Grantee a bundle of property rights that are, by the terms of this Document, irrevocably and unconditionally removed from the Property. These rights are defined by the list of permitted and prohibited uses below. The parties intend by removing these rights from the Property to permanently protect the Conservation Values of the Property described below

and to permanently conserve the Property for the benefit of the adjoining real property interests owned by the Grantee described above and for the public.

Neither the Grantee nor the public acquires through this conveyance any rights to the use of the Property. However, the Grantee does acquire the development rights (as hereinafter defined) to the Property, and the right to prevent the Grantors and their successors in title from using the Property in ways that are inconsistent with the terms of the Easement. The parties intend that the restrictions on the future use of the Property imposed by the Easement shall run with the land and bind all future owners.

Description of the Property

The Property consists of approximately 60 acres of land located in Sublette County, Wyoming. The Property is currently improved with a log cabin, a hot tub house, and corrals, used by members of the Ronald Chilcote family as a summer retreat. A more detailed description of the Property and its improvements is contained in a natural resource inventory of the Property (the "Inventory") described in paragraph 5. A copy of the Inventory is attached as Exhibit B.

Description of the Conservation Values of the Property

The Property contains a significant relatively natural habitat for wildlife and plants. Protection of the Property by the Easement will preserve this habitat and will also preserve the open space represented by the Property pursuant to specific, clearly delineated federal, state and local governmental policies and for the scenic enjoyment of the general public.

The Property is located near a geologic/ecological feature known as the Hoback Rim. The Rim forms the hydrographic divide between the Hoback/Snake River Drainage and the Green River Drainage. The heavily timbered Hoback Rim serves as an ecological bridge between the wilderness areas of the Gros Ventre Mountains (located within 13 miles of the Property), the Wind River Mountain Range, and the Wyoming Mountain Range which is the southern extent of the Great Yellowstone Ecosystem.

The Property is adjacent to federally owned lands managed by the Bureau of Land Management and is ecologically contiguous with the Bridger-Teton National Forest located within 1.5 miles from the Property. Thus, the Property is part of the vast uninterrupted open space from Grand Teton National Park and beyond to the north, to the southern tip of the Wyoming Mountains.

The Property supports an extraordinary diversity of wildlife. In addition to a myriad of small mammals and songbirds, the Rim and the Property provide security cover and forage for ecologically significant predators including lynx, gray wolves, grizzly and black bears, wolverines and other old growth conifer forest dependent species such as goshawks, and great gray owls. Moreover, the

Rim forms an east to west funnel for movement by large numbers of mule deer, elk, and moose.

The Property is designated as spring/summer/fall elk habitat and it is located between two elk feed grounds operated by the Wyoming Game & Fish Department (one is located within one mile of the Property). The Property is designated as winter-yearlong habitat for moose and spring/summer/fall habitat for mule deer. Approximately 4,000 mule deer from seven different critical winter ranges migrate through the area each spring and fall ranging as far as Jackson Hole to the northeast.

The Property is a mix of conifer forest and open sagebrush/grass parks. Roads, homes, or utilities do not fragment the Property. The existing residence is located in the northeastern corner and is screened from public view. The Property is visible from U.S. Highway 191.

The Sublette County, Wyoming Comprehensive Plan dated June 20, 1978, currently in force (the "Plan"), lists in its "Summary of Goals" the following: Goal #2 states "The rural setting, with its inestimable scenic value, must be preserved." Goal #7 states "Sublette County's wildlife must be maintained."

The Plan also provides in its "Summary of Policies" the following: Policy #3 states "Seasonal residences in rural areas should be encouraged to be on large tracts of land (40 acres or more in open areas) to minimize visual impact and maintain the rural setting." Policy #13 states "Critical wildlife habitat including migration routes should be preserved."

Under the portion of its "Natural Resources" section dealing with wildlife the Plan states "A primary goal is to maintain the fish and wildlife population, together with the habitat to support it. New development should take wildlife habitat values into consideration." Guidelines to achieve this goal include the following: Guideline #4 states "Preserve winter ranges and the corridors through which wildlife traditionally migrate from summer to winter range." Guideline #9 states "Preserve strutting grounds, nesting areas, and habitats for upland game birds and waterfowl."

The preservation of the Property by the Easement will further these locally adopted conservation policies. In addition, the Easement furthers the purposes of the Hoback Ranches Restrictive Covenants which state: "The purpose of these covenants is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the natural environment and protect the ecology of the area, and thereby secure to each tract owner the full benefit and enjoyment of his respective tract."

The natural resources and characteristics of the Property described above and in the Inventory are the "Conservation Values" of the Property.

THE CONVEYANCE

The Grantor GIVES, GRANTS and CONVEYS to the Grantee the Easement over and across the Property for the Conservation Purposes and upon the terms described below. The Easement shall benefit and be appurtenant to the Trust Parcel and conservation easement owned by the Grantee described above, and shall be enforceable by the Grantee and its successors in ownership of said Trust Parcel and conservation easement in perpetuity. The Easement shall bind the Grantor and its successors' use of the Property unconditionally and in perpetuity.

Grantor warrants (a) that at the time of the execution and delivery of this Document it was lawfully seized of an indefeasible estate in fee simple in and to the Property, and has a good right and power to convey the Easement; (b) that the Property was, at such time, free from all encumbrances except for matters of record in the Sublette County, Wyoming, Clerk's Office that were legally enforceable at such time; and (c) that the Grantee and its successors and assigns shall have the quiet and peaceful possession of the Easement. Grantor warrants that it will defend the title to the Property and its right to convey this Easement according to the terms of this Document against all persons who may claim such title or challenge its right to make this conveyance.

The Grantor shall have the sole possession and use of the Property, except for the rights of the Grantee. Furthermore, this Document does not grant to or create in any person or the public any right of access to or possession of the Property, except for the rights of the Grantee as set forth in this Document.

TERMS OF EASEMENT

1. **Conservation Purposes.** The "Conservation Purposes" of the Easement are to preserve the Conservation Values of the Property as described above and in the Inventory, and other significant conservation interests, and to restrict the use of the Property to those uses that are consistent with such values and interests.

2. **Rights of the Grantee.** The affirmative rights conveyed to the Grantee by this Easement include the following:

2.1. <u>The Right to Preserve the Conservation Values in Perpetuity.</u> The right to identify, and to preserve and protect in perpetuity the Conservation Values of the Property and to advance the Conservation Purposes, subject to the terms of this Easement.

2.2. <u>The Right to Enter the Property to Monitor and Enforce.</u> The right to enter the Property to monitor the use of the Property and to enforce the rights granted by this Easement. The Grantee's right to enter the Property shall not be exercised in a manner that unreasonably interferes with the proper uses being made of the Property at the time of such entry. Prior to any entry upon the

Property the Grantee shall give seven (7) days written notice to at least one of the then owners of the Property. However, no such notice shall be required if the Grantee determines that immediate entry is essential to prevent or mitigate a violation of this Easement, or if the then owner has not provided the Grantee with an address to which such notice can be mailed.

2.3. The Right to Enjoin Violations and to Seek Restoration, Damages, and Costs. The right to enjoin any activity on or use of the Property that violates the terms of this Document, and to enforce the restoration of such areas or features of the Property that may be damaged by any such activity or use, and to seek and recover damages and costs, pursuant to paragraph 7.

2.4. The Development Rights. Grantor hereby grants to the Grantee all of the development rights and development potential including, but not limited to, all subdivision rights and potential existing under the current or future Zoning and Development Regulations of Sublette County, Wyoming, or otherwise, that are now or hereafter allocated to, implied, reserved or inherent in the Property, except to the extent expressly reserved by the Grantor according to the terms of this Easement.

The parties agree that Grantee may use, convey or extinguish such rights as it, in its absolute discretion, deems appropriate consistent with its charitable, tax exempt status, and the Conservation Purposes, provided, however, that the Grantee may not in any event use such development rights on or adjacent to any part of the Property as it now or hereafter may be bounded or described.

Grantor unconditionally and irrevocably relinquishes the right to transfer such development rights to any other property adjacent or otherwise, or to use them for the purposes of calculating permissible lot yield, density, development potential, building area, etc., of the Property or any other property.

3. **Rights of the Grantor.** The Property is currently used as a summer residence, for the pasturing of horses, and for outdoor recreational use by members of the Ronald Chilcote family. The Grantor expressly reserves the right to continue these existing uses in a manner that is consistent with the Conservation Purposes.

The following uses are consistent with the Conservation Purposes and are permitted on the Property, provided that they are (i) undertaken in a manner that is consistent with the Conservation Purposes and other specific standards that may be mentioned in connection with a particular use below and, (ii) are not prohibited under paragraph 4 or any of its subparagraphs. In some cases a permitted use is conditioned upon prior approval by the Grantee, in which cases notice and approval (or denial) in accordance with the provisions of paragraph 7 is required.

3.1. Agricultural Use. Pasturing of horses kept for the personal use of Grantor is permitted. Such activity shall be managed to protect the important natural wildlife habitat on the Property as well as the existing mix of native

vegetation including grasses and forbs, shrubs such as sage, rabbit bush, cinquefoil, etc., and, to the extent possible, to enhance all of the wildlife and plant habitat on the Property. Pasturing shall be managed at a level that maintains vegetation for wildlife foraging and does not result in overgrazing.

3.2. Buildings, Building Area and Building Design. There currently exist on the Property one principal residence, one hot tub house, two corrals, and a pole barn/shed. In addition to the continued use of these structures the Grantor reserves the right to convert the existing principal residence into a guesthouse and construct a new principal residence, or to construct a new guesthouse. Grantor also reserves the right to construct an attached or detached garage and/or a barn. The Grantor reserves the right to use, maintain, renovate, reconstruct, replace, remove and/or expand these buildings.

All buildings (including corrals) shall be located within a ten (10) acre Building Area to be designated by the Grantor with the advance written approval of the Grantee. The Building Area shall be located so as to include all existing buildings on the Property; to minimize any impact of the activities allowed within the Building Area upon the significant relatively natural habitat for wildlife provided by the Property; and to minimize the impact of such activities on the scenic view of the Property enjoyed by the general public. The Building Area shall be designated and approved by Grantee and clearly staked on the ground prior to the commencement of any work on uses limited by the terms of this Easement to the Building Area. The location of the Building Area shall be recorded in the Office of the Clerk of Sublette County, Wyoming.

The total aggregate building footprint of all buildings (including existing buildings, but exclusive of corrals) within the Building Area shall not exceed 9,000 square feet. The term "building footprint" shall be deemed to include decks, whether attached or detached and all exterior impervious surfaces. The habitable area of the principal residence shall not exceed 4,000 square feet.

No building shall exceed twenty (20) feet at the point of greatest height, measured from the highest point of the roof thereof to the point of nearest finished grade. All buildings shall be constructed of natural materials such as wood and stone (and may include metal roofing painted with flat paint). All external lighting shall be limited to the Building Area, shall be of incandescent quality and shall be shielded to direct light downwards.

Areas disturbed for any work on permitted building(s) and all related site work and material and equipment storage shall be limited to the Building Area except for the installation of permitted utilities and construction of permitted drives. Any area disturbed by such work shall be promptly re-vegetated with plants native to the region in which the Property is located, except for the areas occupied by the footprint of permitted buildings and drives, upon the completion of such work.

Prior to commencement of any exterior work (other than routine maintenance) on or site work for any permitted building(s) the Grantor shall provide the Grantee with written notice. This notice shall include a sketch plan of the proposed work and the area to be disturbed (if any) during the work.

3.3. Fencing. To build, maintain, and repair fences along the perimeter of the Property related to permitted agricultural uses, provided that any new or replacement fencing does not unnecessarily impair the movement of wildlife on or across the Property. Buck and rail fencing is permitted provided that it includes let-down panels at appropriate intervals for passage of wildlife.

3.4. Utilities. To construct utility systems within existing or currently identified easements or rights of way or as necessary to serve buildings permitted with the Building Area, and to maintain or repair such utility systems. Other than existing utilities, utilities shall be located underground to the extent practical. What is practical shall not depend upon financial considerations. Any areas disturbed during the installation or maintenance of utilities shall be promptly restored to their condition immediately prior to such work.

3.5. Drives. To maintain existing drives on the Property and to construct and maintain new drives as necessary to provide access to buildings permitted within the Building Area. To the extent possible common drives shall be used to minimize disturbance of the Property.

3.6. Use of Vehicles. To use motorized vehicles, including snowmobiles and ATVs, for access to buildings permitted in the Building Area over existing and permitted drives. Off-road use of vehicles shall be limited to uses necessary (1) for fire suppression; (2) for emergency or severe weather winter access when ordinary vehicle access is not available; and (3) to support uses permitted by subparagraph 3.1.

3.7. Planting. Non-native, non-invasive plant species may be planted within the Building Area only.

3.8. Weed Control. To use organic means to control noxious weeds and pests, provided that such organic means do not themselves have the potential of becoming invasive or noxious.

3.9. Recreational Use. To use the Property for non-commercial recreational uses such as hiking, fishing, horseback riding, cross-country skiing, wildlife observation, or other traditional non-motorized recreational activities.

3.10. Tree and Brush Removal. To remove dead or diseased trees that pose a threat of injury to people, animals or property and to cut firewood for use in permitted buildings or to clear brush as necessary for permitted agricultural uses. Clearing of vegetation is permitted as necessary for fire prevention, to stop the spread of insect infestation or disease, or for work on permitted buildings in the Building Area and for the installation of permitted utilities and the construction of permitted drives.

3.11. Animal Control. Animal control shall be limited to selective methods limited in their effectiveness to specific animals reasonably believed to have caused damage to livestock or other property. The use of cyanide or other non-selective techniques is not permitted.

3.12. Grading and Filling. To grade, fill, level, berm or ditch, but only as necessary for uses expressly permitted by the subparagraphs of paragraph 3. Any area disturbed by such work shall be promptly re-vegetated with plants native to the region in which the Property is located, except for the areas occupied by the footprint of permitted buildings or drives, upon the completion of such work.

3.13. Habitat Enhancement. To undertake enhancement of existing plant, animal, and riparian habitat, but only in conjunction with a plan approved in advance by the Grantee.

3.14. Home Occupancy Uses. To undertake home-occupancy commercial or professional uses contained entirely within the principal residence provided for in subparagraph 3.2 and generating no more than a minimal increase in traffic on the Property. Such uses shall involve no outside storage of materials or storage or parking of equipment.

3.16. Boundary Adjustments. Boundary adjustments are permitted with the prior written approval of the Grantee. Boundary adjustments shall meet these criteria: (i) the adjustment shall not reduce the amount of acreage originally subject to this Easement; (ii) any acreage to be included within the new boundaries that was not already subject to this Easement shall become subject to this Easement; (iii) all acreage subject to this Easement prior to such adjustment shall remain subject to the Easement after the adjustment; and (iv) the boundary adjustment shall not result in any development that could not occur but for such adjustment.

4. **Prohibited Uses**. In general, no use shall be permitted on the Property that is inconsistent with the Conservation Purposes. Specifically, the following uses on the Property are deemed to be inconsistent with the Conservation Purposes and are prohibited, except to the extent necessary for those uses specifically permitted by the provisions of paragraph 3 and its subparagraphs.

4.1. Buildings and Structures. The construction or placement of any buildings or structures on the Property.

4.2. Vegetation Removal. The removal, destruction, or cutting of native vegetation.

4.3. Alteration of Habitat. The change, disturbance, alteration, or impairment of the existing significant relatively natural habitat for plants and wildlife.

4.4. Grading and Filling. Any alteration of the existing topography.

4.5. Introduction of Non-native Species. The introduction of non-native plant or animal species.

4.6. Use of Chemicals. The aerial application or other use of chemicals unless required by law or as part of a governmental program applicable to the area within which the Property is located.

4.7. Roads and Trails. The construction of any roads, drives or vehicle trails.

4.8. Use of Vehicles, etc. The non-emergency use of motorized vehicles or aircraft.

4.9. Land Division. Division or *de facto* division of the Property (through sales, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property.

4.10. Feedlots. Feedlots as defined below.

4.11. Mining and Mineral Extraction. Mining by strip or surface mining, or any other method, and drilling and exploring for oil and/or gas or the recovery of coal-bed methane.

4.12. Commercial or Industrial Use. Commercial or industrial uses are prohibited.

4.13. Water Rights. Transferring, encumbering, leasing, selling, or otherwise separating any water rights from the Property without the prior written approval of the Grantee, in its sole discretion. Grantor shall use its best efforts to comply with all laws and regulations that ensure the retention of any and all water rights, now or in the future, pertaining to the Property.

4.14. Outdoor storage of materials and equipment and dumping of trash. The dumping or disposal of refuse, trash, or toxic materials on the Property, except for the temporary storage of non-garbage, non-toxic debris generated by construction work while such construction work is actively ongoing, is prohibited on the Property as is use of the Property as a dump or trash site. This prohibition does not impose liability on the Grantee with respect to the Property, nor shall the Grantee, with respect to the Property be construed as having liability as a "responsible party" under CERCLA or similar federal or state statutes.

The outdoor storage of materials and equipment on the Property for more than thirty (30) consecutive days, or more than sixty (60) days per year, is prohibited except in conjunction with ongoing agricultural uses permitted by this Easement or actively ongoing construction work permitted by this Easement.

Any permitted temporary storage in conjunction with actively ongoing construction work shall be completely and promptly removed upon completion of the work, or during substantial interruptions thereof, and the storage area shall be promptly restored to its natural condition as nearly as possible.

4.15. Manipulation of Watercourses. The manipulation, diversion, or other alteration of natural watercourses, or riparian areas, or any practice which degrades or destabilizes natural banks or shorelines.

4.16. Hunting. Hunting is prohibited.

5. **Inventory**. The Inventory, attached as Exhibit B, describes the existing condition and character of the Property. The parties hereby acknowledge the accuracy of the Inventory and the Grantee acknowledges receipt of the Inventory prior to the execution of this Document. The Inventory may be used to monitor compliance with the terms of the Easement and to assist in the enforcement of its terms. However, the parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any controversy regarding compliance.

6. **Notice and Approval Requirements.**

6.1. Form of Notice. Any notices, demands or other communications required or permitted to be given by the terms of this Document shall be given in writing and shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) telephone facsimile. Such notices shall be deemed to be given (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by the return receipt if sent by certified mail; (iii) within two business days of deposit with a courier in the case of U.S. Express Mail or commercial overnight courier; or (iv) when sent, with a confirmation of delivery if sent by telephone facsimile. Such notices shall be sent to the addresses of the parties set forth above.

Notice of change of address shall be effective only when done in accordance with this subparagraph 6.1.

6.2. Written Notice to Grantee Required. The Grantor shall have no right to undertake any activity on the Property that may be inconsistent with the Conservation Purposes, or with respect to which permission of the Grantee is expressly required by the terms of this Easement, until it has notified the Grantee in accordance with this paragraph 6 and obtained approval therefor from the Grantee.

All required notices shall be in writing and shall provide sufficient information, in addition to any information required by other provisions of this Easement, to allow the Grantee to determine whether the proposal is consistent with the Easement.

6.3. Response by the Grantee. The Grantee shall, within sixty (60) days of the receipt of any request for approval made by the Grantor in compliance with this paragraph 6, respond in writing to such request.

In the event that the Grantee objects to the proposed activity it shall inform the Grantor in writing of the manner, if any, in which the proposed activity can be modified to satisfy its objections. Thereafter, the Grantor may submit a revised proposal accommodating the objections and the Grantee shall review and respond to such revision in the same manner as to the original notice.

Any objections by the Grantee to proposed activities shall be based upon its opinion that the proposed activity is inconsistent with the Easement and upon any specific standards provided for herein. The Grantee shall have sole discretion in determining whether or not a proposed activity is consistent with the terms of the Easement and any such standards.

In no event may the Grantee permit any activity on the Property that would be inconsistent with the Conservation Purposes.

All activities requiring prior written approval by the Grantee shall be conducted consistently with such approval when granted.

7. **Enforcement of the Easement.**

7.1. Right to Injunction, etc. The parties recognize that money damages or other non-injunctive relief may not adequately remedy a violation of this Easement. Therefore, any violation shall be subject to termination through injunctive proceedings including the imposition of temporary restraining orders, preliminary injunctions, or any other legal means.

7.2. Right to Restoration. In addition, the Grantee shall have the right, but not the obligation, to enforce the restoration of the portions of the Property affected by activities in violation of any of the terms of this Easement. Such restoration may be to the condition that existed prior to such violation, or to the condition that existed as of the date of this Document, or to a condition as nearly proximate to such prior condition as possible, whichever the Grantee deems appropriate, in its absolute discretion.

7.3. Right to Recover Damages. In the event of a violation of the terms of this Document, in addition to the other remedies provided for in this paragraph 7 and any other remedies available in law or equity, the Grantee also shall be entitled to recover all damages necessary to place the Grantee in the same position that it would have been in but for the violation. The parties agree that such damages may include (but shall not be limited to) (i) the costs of restoration of the Property as provided in subparagraph 7.2; (ii) costs and attorneys fees as provided in subparagraph 7.4, and (iii) the full market cost of purchasing an Easement of equivalent size and with reasonably comparable conservation values in the vicinity of the Property.

7.4. Costs and Attorneys Fees. The Grantee shall be entitled to recover the costs of enforcement of any of the terms of this Document, including reasonable attorneys' fees (whether or not legal proceedings are instituted), expenses and court costs.

7.5. Right to Proceed Against Third Parties. The Grantee has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values, including the right to pursue all remedies and damages provided in this paragraph 7. Any Grantor who is then the owner of the Property shall cooperate with the Grantee in such proceeding, including, if requested by the Grantee, assigning to Grantee any cause of action for trespass that may be available to such Grantor.

7.6. No Waiver. Failure by the Grantee to exercise the rights granted to it by this Easement in the event of any violation of its terms by the Grantor shall not be deemed or construed to be a waiver of the Grantee's rights hereunder as to that or any subsequent violation.

8. **Payment of Costs, Taxes or Assessments.** The owners of the Property shall bear all costs of operation, upkeep and maintenance of the Property, and hereby indemnify the Grantee and the Indemnified Parties therefrom. In addition, the owners of the Property shall pay all real estate taxes or assessments levied by competent authorities upon the Property, and the Grantee shall have no obligation or responsibility for the payment of taxes or assessments levied upon any of the Property. The Grantee shall have the right to make any payment or participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property. Any costs incurred by the Grantee in case of any such payment or participation shall be reimbursed promptly by the owners of the Property or such other Grantor as may be determined by a court having jurisdiction in the case to be responsible for such costs.

9. **Transfer of Conservation Easement.** If the Grantee decides to transfer this Easement, or ceases to be a qualified organization under Section 170(h)(3) of the Code, it shall promptly transfer this Easement and the real property interests owned by the Grantee to which this Easement is appurtenant, described above, to non-profit, non-governmental organization qualified under Section 170(h)(3) that is able and willing to carry out the Conservation Purposes in perpetuity. The Grantee shall give thirty (30) days written notice to the then owner of the Property prior to transferring this Easement. The Grantee shall, whenever reasonably possible and practical, in Grantee's discretion, honor such owner's preferences regarding a transferee of the Easement, provided that they are made known to the Grantee within such thirty day period, and provided that any suggested transferee meets the criteria provided in this paragraph 9.

It shall be a precondition to the transfer of this Easement that the transferee organization shall be required, and shall agree in writing, to carry out the Conservation Purposes and that such organization shall be a qualified organization within the meaning of Section 170(h)(3) of the Code.

10. **Extinguishment of the Easement.** The Easement constitutes a real property interest immediately vested in the Grantee with a fair market value that is at least equal to the proportionate value that the Easement, as of the date of its conveyance, bears to the value of the Property as a whole at that time. Such values shall be determined without regard to the value of any structural improvements. This proportionate value shall remain constant.

In the event of an unexpected change in circumstances surrounding the Property that makes impossible or impractical the continued use of the Property for conservation purposes and any or all of the restrictions of the Easement are extinguished by a judicial proceeding, the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Property, shall be entitled to a percentage of the proceeds of such sale, exchange or involuntary conversion (less the amount attributable to any structural improvements) equal to the proportionate value determined according to the preceding paragraph. Such proceeds shall be used by the Grantee in a manner consistent with the Conservation Purposes.

This provision is intended to entitle the Grantee to all the rights which Section 1. 170A-14(g)(6)(ii) of the Treasury Regulations requires that a "donor" grant to a "donee organization."

11. **Transfer of Property.** The Grantor shall provide the Grantee with thirty (30) days written notice prior to transferring the Property or interest therein. The notice shall include the address of the transferee to facilitate communication between the Grantee and the transferee. Failure to provide this notice shall not in any way affect the validity or enforceability of the Easement against any subsequent owner of the Property.

12. **Indemnification of the Grantee.** The owners of the Property, shall indemnify and hold the Grantee, and the Indemnified Parties, harmless from any court awarded damages, together with reasonable attorneys fees and expenses, resulting from personal injury or property damage that occurs on the Property not due to the negligence of the Grantee or its agents. In addition any other Grantors responsible for such damages, fees and expenses, shall also indemnify and hold harmless the Grantee and the Indemnified Parties.

The Grantor shall indemnify and hold the Grantee, and the Indemnified Parties, harmless from liability under CERCLA, and similar local, state or federal laws associated with the cleanup of hazardous substances from the Property, including reasonable attorney's fees and expenses. The Grantor shall indemnify the Grantee, and the Indemnified Parties, for all costs, including reasonable attorney fees and expenses relating to cleanup of hazardous substances that were released or in any way deposited on the Property prior to the date of this Document. The Grantor shall also indemnify the Grantee, and the Indemnified Parties, for all costs, including reasonable attorneys fees and expenses for any and all release, or deposit in any manner on the Property of such substances caused by, or contributed to, by it, subsequent to the date of this Document. The

provisions of this paragraph 13 may be enforced by the Grantee in a court having jurisdiction over the case.

13. **Access and Control of Trespass.** Nothing contained in this Document shall be construed to give the public any right of access to, or use of, the Property, and the Grantor retains the right to post the Property against trespassing, hunting, or fishing and to prosecute trespassers.

14. **Definitions.** For purposes of this Document, the following terms shall have the meaning given to them in this paragraph 14:

14. 1. The term "Grantor" shall mean Grantor and Grantor's successors and assigns, including tenants, lessees, and licensees of the Property or any portion thereof.

14. 2. The term the "Grantee" shall mean The Jackson Hole Land Trust and its successors and/or assigns.

14.3. The phrase "owners of the Property" shall refer to only the Grantor (including individuals, entities, beneficiaries, partners and shareholders thereof) who is the owner of the Property then in possession and not to all Grantors.

14. 4. The terms "existing" or "currently" and variations thereof shall mean existing or current at the time of the signing of this Document.

14. 5. The term "overgrazing" shall mean, among other things, grazing resulting in undesirable changes in plant communities that lead to decreased productivity and decreased wildlife/livestock values.

14.5. The term "use" shall mean physical use of the Property or any part thereof, or an activity on the Property or any part thereof.

14.6. The term "Code," in addition to the meaning ascribed to it elsewhere in this Document, shall include reference to the comparable provisions of any subsequent revision of the Code.

14.7. The term "necessary" shall be interpreted to limit the activity to which it applies to that which is essential to the accomplishment of the permitted use to which the activity is related.

14.8. The term "feedlot" shall mean an enclosed area where livestock are fed and fattened for commercial slaughter as opposed to the grazing of livestock on growing vegetation in open fields or pastures.

14.9. The term "Indemnified Parties" shall refer to the Grantee's officers, employees and Board members, and their heirs successors and assigns.

14.10. The term "guesthouse" shall refer to a dwelling unit not to exceed a footprint of 800 square feet used to house the non-paying guests of the owners of the Property. There can be only one guesthouse on the Property at a time.

14.11. The term "principal residence" shall refer to a dwelling unit occupied by the owners of the Property, their guests or tenants, that is the largest dwelling unit on the Property. There can be only one principal residence on the Property at a time.

15. Miscellaneous.

15.1. Severability. If any provisions of this Document or the application thereof to any person or circumstance are found to be invalid the remainder of this Document and the application of such provisions to other persons or circumstances shall not be affected.

15.2. Recordation. This Document shall be recorded in the Office of the Clerk of Sublette County, Wyoming.

15.3. Reference to Easement Required. Reference to the Easement shall be made in a separate paragraph of any subsequent deed or other legal instrument by which any interest (including a leasehold interest) in the Property is conveyed. Such reference shall include the recording data of this Document. Failure to provide this reference shall not in any way affect the validity or enforceability of the Easement against any subsequent owner of the Property.

15.4. Construction. This Document shall be construed according to the laws of the State of Wyoming and the United States of America. The parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Document shall be the Ninth Judicial District Court of Wyoming and no proceeding shall be brought in any other court except for appeals from the decision of the trial court.

The parties intend that the conveyances provided for in this Document qualify under section 170 of the Code as deductible charitable contributions (the Easement being intended as a "qualified charitable contribution" as defined in Section 170(h) of the Code) for federal income and estate and gift tax purposes. The provisions of this Document shall be construed accordingly.

Neither of the parties hereto shall be deemed the draftsman of this Document or any part thereof, each having had the benefit of counsel of its own choosing in negotiating its terms.

IN WITNESS WHEREOF, Grantor has executed this document the day and year first above written.

THE CHILCOTE FAMILY LIMITED PARTNERSHIP

By: _____
Ronald H. Chilcote, General Partner

By: _____
Frances B. Chilcote, General Partner

Accepted this __ day of December, 2001 by the Jackson Hole Land Trust.

JACKSON HOLE LAND TRUST

By: _____
Scott R. Pierson, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by Ronald H. Chilcote and Frances B. Chilcote, this 21st day of December, 2001.

WITNESS, my hand and official seal.

_____
Notary Public

LAURA RENE EUSTACE
COMM. # 1173149
Notary Public California
ORANGE COUNTY
My Commission Exp. 2/9/02

My commission expires: 2/9/02

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Scott R. Pierson, on this 27th day of December, 2001.

WITNESS, my hand and official seal.

_____
Notary Public

LYN CHRISTIAN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires July 30, 2005

My commission expires: July 30, 2005

Exhibit A

Chilcote
Legal Descriptions

Description of the Property
Section 10, Township 36 North, Range 112 West of the 6th P.M.

Lots 1, 2, 3, and 4, Signal Hill Ranches, Sublette County, Wyoming, according to that plat filed for record in the Office of the Clerk of Sublette County, Wyoming, on April 7, 1981 in Book 38 of Miscellaneous, Page 207.

All of Tract Nine (9), Sheet Three (3) of the Hoback Ranches Subdivision, Sublette County, Wyoming, as platted and filed in the office of the Sublette County Clerk, Pinedale, Wyoming recorded May 4, 1976 in Book 31 of Miscellaneous, Page 636.

(Together also described as the SW1/4 NW1/4 and the S1/2 NW1/4 NW 1/4 of Section 10, Township 36 North, Range 112 West of the 6th P.M., Sublette County, Wyoming.)

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

Said property contains 60 acres more or less.

All in accordance with the Plat of said Subdivision.

Exhibit "B"

Natural Resources Inventory for the 60-acre Signal Hill Ranch/Chilcote Property

Prepared by:

Ethan Winter, Stewardship Assistant, Jackson Hole Land Trust

December, 2001

Exhibit "B"

Natural Resources Inventory for the 60-acre Signal Hill Ranch/Chilcote Property

Contents

Part I Introduction
Part II Location and background information
Part III Historic and current uses
Part IV Physical and natural attributes
Part V Summary

References

Figures

Figure 1 Jackson Hole vicinity map
Figure 2 USGS-scale map of the Chilcote property and adjacent lands
Figure 3 Man-made features of the Chilcote property
Figure 4 Aerial map of the Chilcote property
Figure 5 Photo point map of the Chilcote property

Appendices

Appendix A Teton County habitat values
Appendix B Plant and animal species of Hoback Ranches
Appendix C Chilcote property photo descriptions
Appendix D Chilcote property photographic documentation

I. INTRODUCTION

A natural resources inventory (the "Inventory") for the 60-acre Chilcote property (the "Property") was prepared in December, 2001, in anticipation of the donation of a conservation easement to the Jackson Hole Land Trust (the "Land Trust").

The purpose of the Inventory is: 1) to document and provide further detail of the natural and man-made features of the property and the conservation values to be protected by a conservation easement conveyed to the Land Trust; 2) to provide sufficient information regarding the current conditions and conservation values of the Property for monitoring by Land Trust Stewardship staff; and 3) to facilitate perpetual enforcement of the terms of the conservation easement.

Ethan Winter, Stewardship Assistant for the Land Trust, and Pete Dittmar, Protection Project Manager for the Land Trust, visited the Property on November 28, 2001, to document and photograph the conservation values of the Property. Inventories previously conducted for other conservation easement properties in Hoback Ranches, title reports, and landowner correspondence supplemented information for this Inventory. Additional references pertaining to wildlife habitat values and wildlife species occurring on the Property are listed in **Appendix A** and **Appendix B.**

Photographs showing natural and man-made features of the Property were taken with a Sony Mavica digital camera and geo-referenced with a hand-held Magellan Global Positioning System (GPS) unit. Digital photographs and GPS coordinates are stored in secure files at the Land Trust. Digital photo points are described in **Appendix C.** Digital photographs are reproduced in **Appendix D.**

II. LOCATION & GENERAL DESCRIPTION OF THE PROPERTY

The approximately 60-acre Property, also known as Signal Hill Ranch, is owned by the Chilcote Family Limited Partnership. The Property is comprised of six tracts identified as Lots 1-4 of the Signal Hill Ranch and Tracts 9-1 and 9-2, Sheet 3 of the Hoback Ranches subdivision, in Sublette County, Wyoming (in N/2 Section 10, T36N, R112W).

The Property consists of mixed conifer forest and open meadow atop a predominantly south facing ridge. The Property is improved with a summer cabin, horse corrals, an outdoor hot tub complex, and appurtenances.

The Property is situated between Signal Hill and the Hoback Rim approximately 3 miles west of where U.S. Highway 189/191 intersects the Hoback Rim. The Property's significant wildlife and wildlife habitat values, described in detail below, are closely related to its proximity to the Hoback Rim and nearby public lands, and to other protected private lands in Hoback Ranches. A general vicinity map of the Property is shown in **Figure 1.**

By road, Hoback Ranches is located approximately 45 miles southeast of Jackson, 18 miles south of Bondurant, and 24 miles northwest of Daniel Junction. The Property is accessed via Rim Road, the principal residential access road in Hoback Ranches. The entrance to the Property, shared by the Sparrowes, is located on the south side of Rim Road approximately 2.5 miles west of Highway 189/191 and the southern entrance to Hoback Ranches. The driveway climbs through a dense stand of lodgepole pine on the Morris property before splitting into DuPont Drive and Rim Road. Both roads eventually meet on the Chilcote Property.

The Property is bordered by Bureau of Land Management (BLM) administered lands to the south and southwest. Private properties border the Property to the northwest (Fleming property), north (Johnson property), northeast (Morris), and east (Sparrowe). Wildlife and wildlife habitat values, described in detail below, are strongly influenced by the Property's relative proximity to the Hoback Rim and to habitat areas located on adjacent public and private lands.

Numerous nearby properties in Hoback Ranches are currently protected by Land Trust easements. The first easement-protected property in Hoback Ranches, the adjacent 40-acre Sparrowe property to the east, was protected in 1999. Since 1999, a total of 4 conservation easements, comprising roughly 220 acres on 3 separate properties in Hoback Ranches, have been conveyed to the Land Trust. Additional properties are likely to be protected in the future.

The Land Trust also holds an easement on the 712-acre River Bend Ranch off U.S. Highway 189/191 approximately 3 miles northwest of Hoback Ranches.

The Nature Conservancy holds several conservation easements in the area, including the 1,100-acre Hoback Rim Ranch two miles northeast from the Property. A USGS-scale map of the Property depicting adjacent public lands and nearby easement-protected private lands is shown in **Figure 2**.

Two large state-run elk feed grounds are located within close proximity to the Property. The Wyoming Department of Game and Fish (WYGF) operates 22 feed grounds in the western half of Wyoming for the purpose of providing supplemental feed to large herds of wintering elk and preventing crop and forage depredation on private property. The Franz feed ground is approximately 2 miles south of the Property and the McNeel feed ground is located 3 miles west of Hoback Ranches, in Bondurant. Persistent artificial abundance of large herds of elk near the Property has important effects on vegetation conditions and wildlife movement patterns across the Property and the Hoback Ranches area.

Conservation easement-protected private properties in and around Jackson Hole represent ecological links between wilderness areas in the Bridger-Teton National Forest (BTNF), Grand Teton and Yellowstone National Parks, and large winter ranges south of Pinedale and the Wyoming Range. These protected private lands are integral components of the 19-million acre Greater Yellowstone Ecosystem.

III. HISTORIC & CURRENT USES

A. *Historic Uses*

The Property and surrounding areas were originally homesteaded in the early 1900's by the Miller family. Hoback Ranches was once part of the public land grazing lease utilized for decades by the Miller family ranch (Sparrowe 1999). Historic agricultural activities in the area included cattle and sheep grazing. Much of the area encompassing Hoback Ranches was used for grazing until 1970. The Miller Ranch currently contains more than 14,000 acres in Sublette County in the vicinity of Hoback Ranches.

Hoback Ranches was developed as a residential subdivision by Doyle Child, who acquired 9,000 acres from the Miller family in 1970. Child filed an initial plat in 1976, though the first properties were put on the market in 1973 (Sparrowe 1999). Hoback Ranches presently encompasses approximately 6,000 acres and more than 100 residences.

B. *Current Uses*

The Chilcote Family Partnership acquired six separate tracts between 1981 and 1999. A 40-acre parcel comprising four (4) 10-acre tracts was purchased in 1981 from neighbor Charles Dupont. Two additional 10-acre tracts bordering the

northern boundary were acquired by the Chilcote Family Partnership from other landowners in 1993 and 1999 (Chilcote 2001). The cabin on the Property was built in the mid-1970's.

Current uses of the Property are for seasonal residential, private recreation, and open space such as wildlife and scenic viewing. Wintry conditions from November to May make access difficult and the residence is unoccupied during winter months.

IV. PHYSICAL AND NATURAL ATTRIBUTES OF THE PROPERTY

A. Man-made Features

Numerous physical improvements have been made on the Property in recent years. In addition to the main cabin there are two modest horse corrals and an outdoor hot tub complex. The Property is unfenced except for the buck-rail corrals and a barbed wire along the southern perimeter of the Property that is the southern boundary of Hoback Ranches. Improvements are mapped in **Figure 3** and listed below.

1. ***Major Structural Improvements***

• Access road, driveway, and entrance gate	photos # 1, 3-5, 12, 14
• Main cabin (circa 1975) 800 sq. ft.	photos # 8, 9
• Outdoor hot tub complex	photos # 7
• Small corral	photos # 6
• Large corral and shed	photos # 13
• Barbed wire fence along south boundary	refer to **Figure 3**
• Two-track access road along south boundary	refer to **Figure 3**

B. Natural Features

1. ***Physiography and Geology***

The Property is rectangular-shaped and encompasses a predominantly south facing ridge and bottomlands. The knoll is located in the southeastern corner of Hoback Ranches and connects from the south to the Hoback Rim, a transverse ridge that connects the Wyoming and Gros Ventre Mountain Ranges and divides the upper Hoback and Green River Basins (Sparrowe 1999, Gosar 2000). The cabin

is located near the height of land at an approximate elevation of 8300 ft. From the cabin there are southwest views of the Wyoming Range. The approximate elevation of the entrance to the Property off Rim Road is 8080 ft.

The Soil Conservation Service has not published a soil survey for Sublette County. However, a soil map produced for the Sparrowe easement property immediately to the east of the Property revealed Tongue River Loam and Sublette Fine Sandy Loam (Sparrowe 1999) at approximately the same elevation. These soil types are likely similar to those predominantly found on the Chilcote property as well (Rekner 2001).

An 1997 aerial photograph (approx. scale: 1" = +/- 300') of the Property shown in **Figure 4**, depicts the present condition of the open meadows and conifer forest on the Property.

2. ***Hydrology***

No formal wetlands delineation or hydrological surveys were available for this Inventory. However, minor hydrological features are likely to occur in small, isolated pockets, particularly in the southwest corner of the Property (Segerstrom 2001). This area is bisected by the upper reaches of the Crooked Creek drainage south of the cabin area. A hydrological report on the adjacent Sparrowe property indicated presence of only ephemeral streams associated with snow melt, spring runoff, and heavy rains (Sparrowe 1999).

The general direction of hydrological flow on the Property is southwest into the head of the Crooked Creek drainage which flows into the Middle Fork of Beaver Creek. North-facing slopes north of the cabin predominately drain into Watson Draw and the North Fork of Beaver Creek. The North and Middle Forks of Beaver Creek eventually join a tributary of the Upper Green River. The extreme northwest corner of the Property actually flows northwest into the head of Sled Runner Creek, a tributary of the Upper Hoback River.

The Property thus represents a hydrologic divide between three local drainages and between the two major river drainages of the West, the Columbia and the Colorado. (Refer to **Figure 2** for topographic detail.)

3. ***Plant Communities***

The prevalent upland plant communities on the Property are categorized as mixed conifer and sagebrush/grassland. In the southern two-thirds of the Property, a series of meadow openings are interspersed with mature stands of mixed conifers. Individual stands of aspen are too sparse to constitute a vegetative community.

The meadow complex is located on a slight to moderate southern slope in the southwest portion of the Property (photos # 2,10,11). A dense coniferous forest community characterized by lodgepole, limber, and old growth Douglas fir occupies

the northern third of the Property (photos # 1,4,5,6,11,14). The conifer forest is located in the immediate vicinity and north of the cabin area on moderate to moderately steep northern slopes (photos # 6-9). Engelmann spruce, Douglas and sub-alpine fir are also present in the ridge top area and in the coniferous stands on the southern slopes (photos # 2,10,11).

WYGF has designated habitats on the Property as spring/summer/fall habitats for elk, mule deer, and moose. The Property also is designated as crucial winter habitat for elk. Availability of sagebrush/grassland, mixed coniferous forest, and willow bottom communities on the Property means the Property is likely to be heavily utilized by migrating ungulates.

Due to the Property's proximity to two WYGF-administered elk feed grounds, which collectively average nearly 1,000 animals, this habitat serves as an important migration corridor (WYGF 2001). During mule deer and elk migration to and from the feed grounds and natural wintering grounds, cover is of even greater importance than quality forage (Minta and Campbell 1991). The mixed conifer community on the Property thus provides important habitat for migrating ungulates as well as for large predators that pursue them, including gray wolves. The mature mixed conifer community on the Property also provides habitat for forest obligate species such the great gray owl.

A sagebrush/shrub-scrub grassland community characterizes the open meadow on the ridge near the southern boundary (photos # 2,10,11). Native grasses, big sagebrush, rabbit brush, antelope bitter brush, and balsamroot are associated with these meadow complexes. More than 100 additional plant species may be associated with this complex grassland community (Young 1981).

The composition and distribution of the conifer community in Hoback Ranches and on the Property have likely changed considerably in the last century. Fire exclusion and increased grazing pressure from foraging livestock and, more recently, browsing by large wild ungulates have led to denser lodgepole pine stands, declining aspen communities with little or no shrub understories, and aggressive encroachment on other tree species by sub-alpine fir (Sparrowe 1999). This pattern reflects vegetative changes occurring throughout the northern Rockies (Kay 1997). Fire scars in the area indicate the last large scale burn was at least 80 years ago (Segerstrom 2001).

4. ***Scenic Open Space***

Open space on the Property is primarily associated with the meadow openings south and east of the cabin. Public views of the Property include those from Signal Hill (8119 ft.) which is on state-owned and BLM-adiminstered lands and from U.S. Highway 189/191. Travelers heading north on U.S. Highway 189/191 have large scenic vistas of the Hoback Ranches area and the Hoback Rim to the east, including views of upper portions of the Property.

170

5. *Wildlife*

The location of the Property along the Hoback Rim, diverse vegetation communities, and the Property's terrain, which forms a ridge between the Rim, Signal Hill and open ranges in the Upper Green River Basin, create exceptional habitat for wildlife (Segerstrom 2000).

Forage provided in the sagebrush/grassland community provides important year-long habitat for wild ungulates such as elk, mule deer, and moose. Habitats that provide good ungulate forage are highly correlated with good rodent densities, including Uinta ground squirrels (Minta and Campbell 1991). These rodent species in turn support numerous predators including badgers, coyote, fox, and raptors.

The most prominent wildlife feature on the Property are wild ungulates that migrate through the area. Elk, mule deer, moose and, occasionally, pronghorn antelope use habitat areas on the Property during various periods of the year. Elk commonly migrate across the Property on their way to and from the Franz elk feed ground south of the Property. The Franz feedlot supports an average of 390 elk during the winter. The McNeel feed ground northwest of Hoback Ranches supports an average of 580 wintering elk (WYGF 2000). When such large elk herds concentrate in local feed grounds, they may severely impact surrounding habitats, especially immature aspen communities (Minta and Campbell 2000). Moose and mule deer are also occasionally drawn to the WYGF feed grounds, though they prefer to forage in the natural habitats represented on the Property.

Other mammal species known to occur on the Property or other nearby Hoback Ranches properties include black bear, coyote, pine marten, bobcat, mountain lion, Uinta ground squirrel, and brown bats. Twenty-six mammalian species have been recorded on easement properties in Hoback Ranches (Dittmar 1999). A black bear den was recently found a mile and half south of the Property (Sparrowe 1999). A pair of adult wolves was recently observed and photographed in Hoback Ranches (Segerstrom 2001). In addition, the diverse plant communities also support a wide range of avian fauna. At least 70 species of birds including forest and grassland raptors such as goshawks and red-tailed hawks, bald eagles, songbirds and migratory waterfowl have been observed on or near the Property ("Plant and Animal Life-Hoback Ranches" 1998). Species known to occur and observed on the Property, or in Hoback Ranches, are listed **Appendix B**.

The Hoback Rim encompasses an intersection of several wildlife migration corridors of regional significance. Recent data suggest at least 20,000 mule deer in the Pinedale area migrate across the Rim during seasonal movements between seven identified winter ranges (Sparrowe 1999, Segerstrom 2001). The Sublette mule deer herd that winters on or near the Mesa south of Pinedale is directly linked to habitats found on the Property and the Hoback Rim area (Sawyer and Lindzay 1999). Dense cover and diverse habitats on the Property and Hoback

Ranches serve as reproduction and migration habitat for wild ungulates and large predators such as lynx, mountain lion, grizzly bears, and gray wolves, as well as for old growth forest obligate species such as great gray owls.

The Property's important wildlife values are closely related to its position along the Hoback Rim and proximity to two WYGF-administered elk feed grounds. As mentioned above, the Hoback Rim constitutes an important ecological link between habitat areas in the Gros Ventre Wilderness Area and the Wyoming Range, and between the Hoback and Green River Basins. The Hoback Rim thus represents a key wildlife corridor in the region. In addition, south facing slopes on the Property serve to connect the Hoback Rim to lowland habitats to the south.

V. SUMMARY

The conservation values of the Property are attributable to its position along the Hoback Rim and its relationship to habitats on adjacent public and private lands. In addition, the Property abuts the Land Trust-protected Sparrowe property, the first Hoback Ranches tract to be be placed under a conservation easement.

Significant or persistent human disturbance, such as road construction or home building, would likely degrade the conservation values of the Property because these activities may disrupt wildlife access to migration corridors along the Hoback Rim (Segerstrom 2000). At the same time, increasing development pressure in the Bondurant and Pinedale areas is putting additional stress on the key habitat areas and movement corridors that remain intact. Protection of this Property will help ensure continuation of habitat conditions and migration thoroughfares that support regionally significant populations of elk, mule deer, moose, pronghorn antelope, large predators, and other highly valued wildlife species.

Land Trust protection of the Property is also consistent with the mission of Hoback Ranches. According to the Hoback Ranches Protective Covenants, the Property is to be managed to "prevent the impairment of the attractiveness of the property, [and] maintain the natural environment and protect the ecology of the area" (Hoback Ranches Protective Covenants 1976). To this end, tracts in Hoback Ranches are limited to a minimum of 10 acres. Up to five additional home sites could be permitted on the Property. Notwithstanding the original intent of the covenants, conservation values of the Property would be substantially degraded by such substantial human disturbance.

The Land Trust has adopted a Hoback Ranches Conservation Plan that ensures a level of protection beyond that afforded by the covenants. Accordingly, elimination of potential home sites on the Property would add substantially to the protection of wildlife values. The landowners' commitment to protecting

additional properties in Hoback Ranches and previous protection of properties in the Hoback Ranches area provide a strong precedent for conservation along the Hoback Rim.

To facilitate stewardship activities and conservation easement monitoring, photographs of the natural and man-made feature of the Property were geo-referenced and mapped using a GPS. A photo-point map, shown in **Figure 5**, corresponds to photographs of the Property described in **Appendix C** and displayed in **Appendix D**. GPS photo points have a margin of error of +/- 25 feet.

The undersigned agree and acknowledge that this Natural Resources Inventory together with supporting photographic documentation, maps and figures, is an accurate representation of the Property at the time of the conveyance of the conservation easement thereon and that the Inventory was available to the grantor and grantee of the conservation easement prior to such conveyance to the Jackson Hole Land Trust.

CHILCOTE FAMILY LIMITED PARTNERSHIP

BY: _____
General Partner

_____
Date

JACKSON HOLE LAND TRUST

BY: _____
Scott Pierson, President

_____
Date

178

173

References

Biota. 1997. Ecological Baseline Inventory for the Rock Springs Parcel. Teton County, Wyoming. Biota Research and Consulting. (Unpublished).

Chilcote, Ronald H. 2001. Personal Communication. Phone conversation with Jackson Hole Land Trust staff. December 7, 2001.

Chilcote, Ronald H. 2000. Personal Communication. Email to the Jackson Hole Land Trust. September 5, 2000.

Clark, T.W. 1981. Ecology of Jackson Hole-A Primer. (Paragon Press: Salt Lake City, UT). 110 pp.

Dittmar, Peter. 1999. Baseline Inventory for 100-acre Sky Mountain Ranch (Pearson/Boye). Jackson Hole Land Trust. (Unpublished)

Dittmar, Peter. 2000. Baseline Inventory for 80-acre Olsen Property. Jackson Hole Land Trust. (Unpublished)

Gosar, Antone J. 2000. Minerals Survey for Knepshield Property, Teton County, Wyoming. December, 27, 2000.

Hoback Ranches Protective Covenants. 1976. Doyle Child, President. Recorded May 4, 1976. Sublette County, Wyoming.

Kay, C.E. 1997. "Is Aspen Doomed," Journal of Forestry. May 1997. pp. 4-7.

Minta S.C. and T.M. Campbell III. 1991. Wildlife-habitat assessment and analysis with reference to human impacts in Jackson Hole, Wyoming. Unpublished. 1st Addition Final Report to Teton County Board of County Commissioners, Jackson, Wyoming. 162 pp.

"Plant and Animal Life-Hoback Ranches." 1998. (In Sparrow 1999, Appendix 2). Modified October, 1999. (Unpublished).

Rekner, Ron. 2001. Soil scientist Sublette County Soil Conservation Service. Personal communication. Phone conversation, December 11, 2001.

Sawyer, H. and F. Lindzay. 1999. Sublette Mule Deer Study. Wyoming Cooperative Fish and Wildlife Research Unit. University of Wyoming, Laramie.

Segerstrom, Tom B. 2001. Stewardship Coordinator, Jackson Hole Land Trust. Personal communication. December 11, 2001.

Segerstrom, Tom B. 2000. Stewardship Coordinator, Jackson Hole Land Trust. Chilcote Property field notes. August 22, 2000. (Unpublished).

Sparrowe, Bettina and Rollin. 1999. Baseline Inventory for 40-acre Sparrowe Property. Self written for the Jackson Hole Land Trust. (Unpublished)

Wyoming Department of Game and Fish (WYGF). 2000. Herd Unit Completion Report, 2000. Jackson/Pinedale District, Wyoming Department of Game and Fish.

FIGURE 2

USGS Map (1:24000) Showing the Chilcote (60a) Property and Nearby Public and Private Lands and Protected Areas

LEGEND
- Chilcote (60a) Property
- JHLT Protected Property
- TNC Protected Property
- BLM
- USFS
- State of WY
- Private Property Boundary

0 1 2 miles

Jackson Hole Vicinity Map

IDAHO
WYOMING
Jedediah Smith Wilderness Area
Teton Village
Phelps Lake
Moose Jct
Kelly
Gros Ventre River
National Elk Refuge
Wilson
Bridger-Teton National Forest
Gros Ventre Wilderness Area
Hoback Jct.
Snake R.
Targhee National Forest
Teton County
Lincoln County
Sublette County
Bondurant
Hoback Ranches
Chilcote (60ac)

FIGURE 1
Legend
- US Highway
- State & secondary highway
- USFS
- USFS - Wilderness Area
- NER (Elk Refuge)
- NPS
- State of WY
- BLM
- County Line
- Jackson Hole Airport

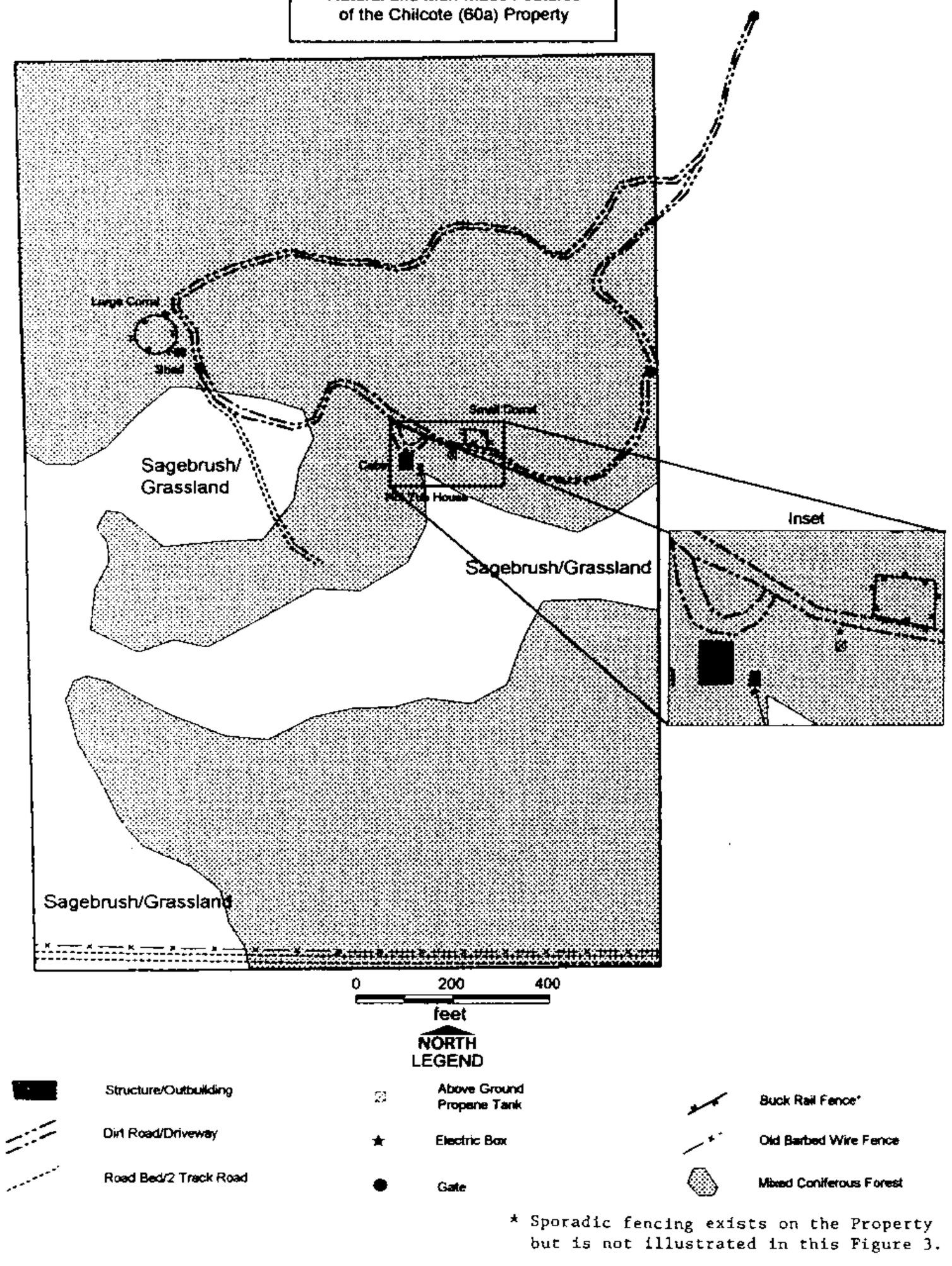
Protected Properties:
- Jackson Hole Land Trust
- The Nature Conservancy
- Teton County Scenic Preserve Trust
- Chilcote Property (60 ac)

0 4 8 miles

SL1

FIGURE 3

Natural and Man-Made Features
of the Chilcote (60a) Property



* Sporadic fencing exists on the Property
but is not illustrated in this Figure 3.

FIGURE 4

Aerial View of the Chilcote (60a) Property*
(Photo taken 3/97)

NORTH
Scale 1 in. = 300 ft.

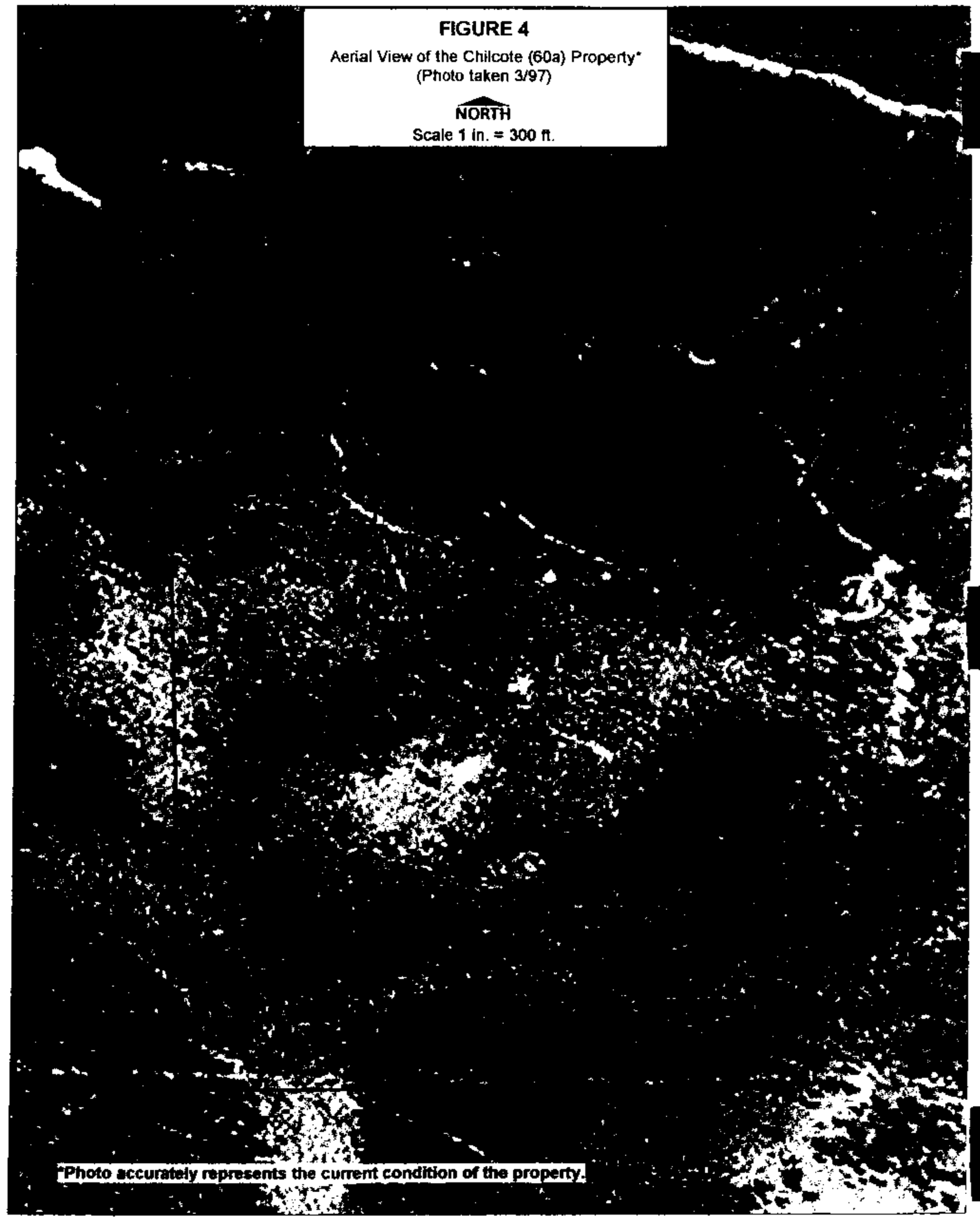


*Photo accurately represents the current condition of the property.

FIGURE 5

Photo Point Map of the Chilcote (60a) Property*

NORTH

Scale 1 in. = 300 ft.

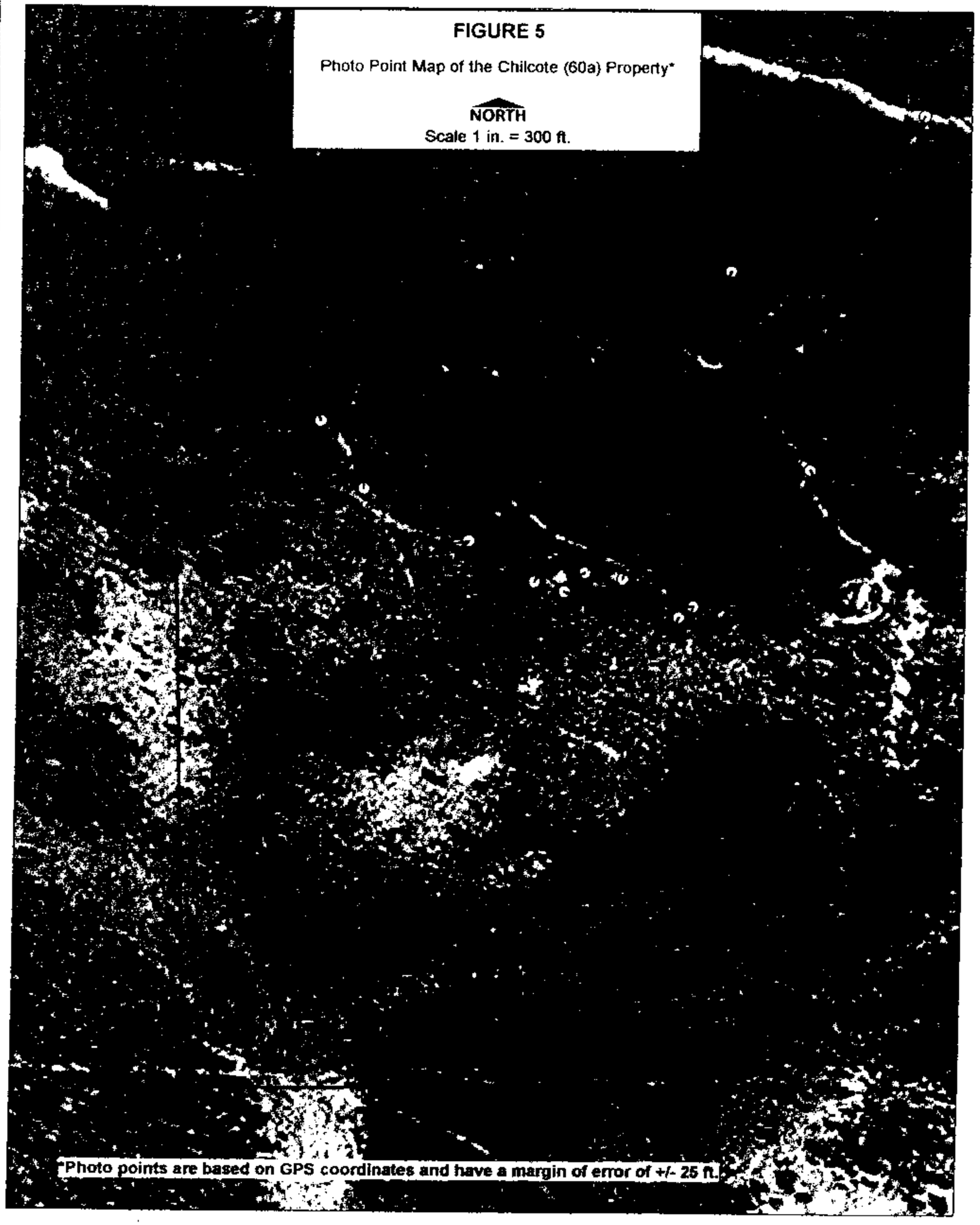


*Photo points are based on GPS coordinates and have a margin of error of +/- 25 ft.

APPENDIX A

Teton County Habitat Values

Wetlands			
PEM	(marsh, fen, slough)	1.0	Palustrine Emergent
PAB	(ponds)	.95	Palustrine Aquatic Bed
PSS	(birch, willows, alders)	.9	Palustrine Scrub-Shrub
R3U	(rocks & H20)	.9	Riverine Upper Perennial
Shrub Willow/Cottonwoods		.9	Wetland or associated with a wetland.
Cottonwoods			
	(Cottonwood-Evergreen, highly mesic forest, highly mesic cottonwood stands)		
immature	(< 20')	.8	
medium-aged	(20' - 40')	.7	
mature	(> 40')	.6	
Upland Forest			
Aspen			
mature		.8	
immature		.7	
Douglas fir		.6	
Subalpine fir		.5	
Sagebrush			
mesic		.5	(Has greater diversity and density of rodents.)
xeric		.3	(Has densest colonies of Uinta ground squirrels
xeric with chislers		.45 to .6	
Agricultural Meadow			(Hay field is not differentiated from pasture
Intensive		.1	
Passive		.2	

These values are based on the following criteria:

1. Its rarity in Teton Co.
2. National, state, and regional regulatory protection
3. Trend in long-term local loss or degradation.
4. Sensitivity and recovery potential to human-caused disturbances.
5. Vulnerability to loss or degradation because of highly concentrated, localized distribution in county.
6. Fragmentation (relative size of areas).
7. Interspersion (relative distribution of fragments)
8. Corridors (relative connectivity or contiguity of linear features).
9. Degree to which restoration of ecosystem integrity is a goal: e.g. mitigation.
10. Scenic Values.
11. Perceived economic values (consumptive and nonconsumptive)
12. Its importance to wildlife in general and SSCs in particular.

Source: Minta & Campbell, 1991 (unpublished)

Source: [illegible] Description Report for [illegible] Property
December 2001
p. 1

LL1

MUSHROOM
Puffball

BIRDS
Bluebird, Mountain
Bunting, Painted
Chickadee, Mountain
Crane, Sandhill
Creeper, Brown
Crossbill, Red
Duck, American Wigeon
Duck, Blue-winged Teal
Duck, Green-winged Teal
Duck, Mallard
Duck, Merganser
Duck, Pintail
Duck, Scaup
Duck, Shoveler
Eagle, Bald
Eagle, Golden
Flicker, Common
Flicker, Red-Shafted
Finch, Cassin's
Goose, Canada
Goshawk
Grosbeak, Black-headed
Grosbeak, Evening
Grosbeak, Pine
Grouse, Blue
Grouse, Ruffed
Grouse, Sage
Hawk, Marsh (Harrier)
Hawk, Red-Tailed
Hawk, Sparrow (Kestrel)
Hawk, Swainson's
Heron, Great Blue
Hummingbird, Black-chinned
Hummingbird, Calliope
Hummingbird, Rufous
Jay, Gray
Jay, Steller's
Junco, Dark-Eyed
Killdeer
Kingfisher, Belted
Kinglet, Ruby-Crowned
Nighthawk
Nuthatch, Red-Breasted
Nutcracker, Clark's
Owl, Great Gray
Owl, Great Horned
Raven
Robin
Sandpiper, Western
Sapsucker, Williamson's
Sapsucker, Yellow-bellied
Siskin, Pine
Snipe, Common
Solitaire, Townsend's
Sparrow, Chipping
Sparrow, White-crowned
Swallow, Cliff
Swallow, Tree
Tanager, Western
Thrush, Swainson's
Vireo, Solitary
Woodpecker, Hairy
Woodpecker, Northern 3-
Toad
Warbler, Audubon's
Warbler, Townsend
Warbler, Yellow
Warbler, Yellow Rump
Wren, Rock
Yellowthroat, Common

MAMMALS
Antelope, Pronghorn
Badger
Bat, Little Brown
Bat, Long-eared Myotis
Beaver
Bear, Black
Bobcat
Chipmunk, Least
Chipmunk, Yellow Pine
Cottontail, Mountain
Coyote
Deer, Mule
Elk
Fox, Red
Fox, Swift
Gopher, Pocket
Hare, Snowshoe
Lion, Mountain
Moose
Mouse, White-footed Deer
Muskrat
Pine Marten
Porcupine
Rat, Pack
Skunk
Squirrel, Red
Squirrel, Uinta Ground
Vole
Weasel, Ermine

REPTILES
Salamander, Giant
Snake, Green
Toad, Western Red Spotted

BUTTERFLIES
Admiral, Weidemeyer's
Hairstreak, Blue Azure
Fritillary

Appendix B

PLANT AND ANIMAL LIFE - HOBACK RANCHES 1998
modified 10/99 by the Sparrowe's

FLOWERS
Aggoseris, Orange (or False Dandelion)
Arnica, Heartleaf
Aster, Alpine
Aster, Engelmann
Aster, Pacific
Aster, Purple
Aster, Sticky
Balsamroot
Bedstraw, Northern
Bluebell, Foothills
Bluebell, Mountain (Mertensia)
Buckwheat, Umbrella
Butter-and-Eggs
Clover, Red
Clover, Sweet
Collomia, Narrowleaf
Columbine, Colorado
Columbine, Yellow
Coneflower, Western
Cerastium, Spotted
Daisy, Showy
Dandelion, Common
Dandelion, False
Elephanthead
Evening Primrose, Tufted
Fairy Slipper (or Calypso Orchid)
Fennel
Fireweed
Flax, Blue
Fleabane
Forget-me-not, Mountain
Fritillaria, Purplespot (or Leopard Lily)
Gaillardia, Blue
Gentian, Fringed
Gentian, Green
Geranium, Wild (or Sticky)
Gilia, Scarlet (or Rocket)
Globemallow, Mountain
Goldenrod, Missouri
Groundsel, Western
Harebell, Roundleaf
Hawksbeard
Hawkweed, Orange
Heliopsis
Houndstongue
Larkspur, Duncecap
Larkspur, Golden-eye
Larkspur, Upland
Lily, Leopard
Lily, Sego
Loosestrife, Bracted
Lousewort, Towering
Lousewort, Yellow
Lupine
Meadowrue
Monkeyflower
Monkshood
Morningglory
Mule's Ears
Onion, Showy-style
Orchid, Calypso
Oregongrape or Creeping Barberry
Paintbrush, Common Indian
Paintbrush, Foothills
Paintbrush, Sulphur
Paintbrush, Wyoming
Parnassia, Rock Mountain
Parsley, Cow
Parsley, Desert
Pearlmon, One-sided
Phacelia, Purple Fringe
Phacelia, Silky
Phacelia, Silverleaf
Phlox, Cushion
Phlox, Longleaf
Pinedrops, Woodland
Prairie Smoke (Avens)
Puccoon
Pussytoes, Rose
Rabbitbrush
Rose, Wild (Nutkana)
Salsify, Yellow (Goatsbeard)
Shooting Star, Slimpod
Solomon's Seal
Strawberry, Wild
Stonecrop
Sunflower, One-headed
Sweetvetch
Thistle, Bull
Thistle, Canada
Thistle, Elk
Thistle, Event
Thistle, Musk
Valerian
Vetch, Bird
Violet, Blue
Violet, Yellow
Waterleaf
Wintergreen, One-sided
Wolfwillow
Yampah, Common
Yarrow

SHRUBS
Bitterbrush
Birtlebush
Buffaloberry
Chokecherry
Currant
Elderberry
Honeysuckle, Utah
Grouse Whortleberry
Raspberry
Sagebrush
Serviceberry
Shrubby Cinquefoil
Shrub Willow
Snowberry
Snowbush
Spirea
Spreading Dog Bane
Twinberry
Western Thimbleberry

TREES
Aspen
Douglas Fir
Englemann Spruce
Limber Pine
Lodgepole Pine
Sub-Alpine Fir
Whitebark Pine

APPENDIX C

Description of 60-acre Chilcote Property Photographs

Photo #	Photo Description
1.	Intersection of DuPont Drive and Rim Top Road (on Morris property) (Dupont Road also accesses JHLT-protected Sparrowe property)
2.	S view of meadow from top of driveway; Signal Hill to left
3.	SW view of old Douglas fir near top of driveway
4.	W view of driveway toward cabin area from top of driveway
5.	S view of split in Dupont Road (Sparrowe property to left, Chilcote property to right)
6.	N view of small corral near cabin
7.	SE view of hot tub complex near cabin
8.	S view of north side of cabin from driveway
9.	N view of south side of cabin and hot tub complex
10.	S view of open space and meadow west of cabin
11.	W view of open space and meadow west of cabin
12.	N view of west entrance gate at top of Rim Top Road
13.	N view of large corral and shed
14.	S view of main entrance (on Morris property) from Rim Road

Appendix D
Photographic Documentation of the Chilcote (60a) Property
All Photos Taken 11/28/01



1

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 1	0564340	4773050	Dupont/Rim Top Rd. intersection (not on property)	200°
Photo # 2	564270	4772848	Sagebrush area atop hill from driveway	200°



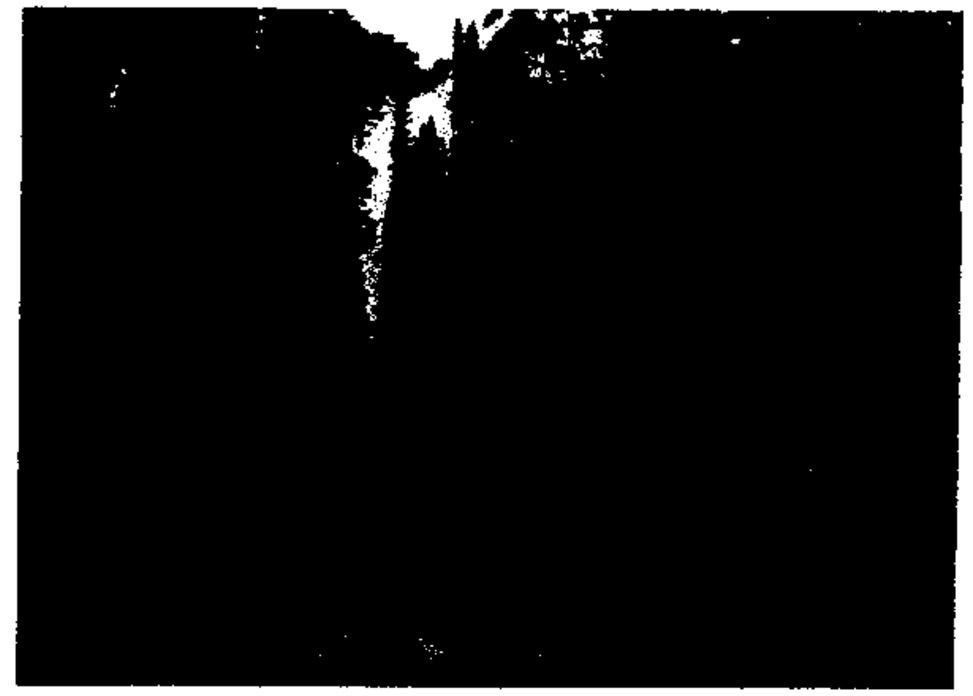
2



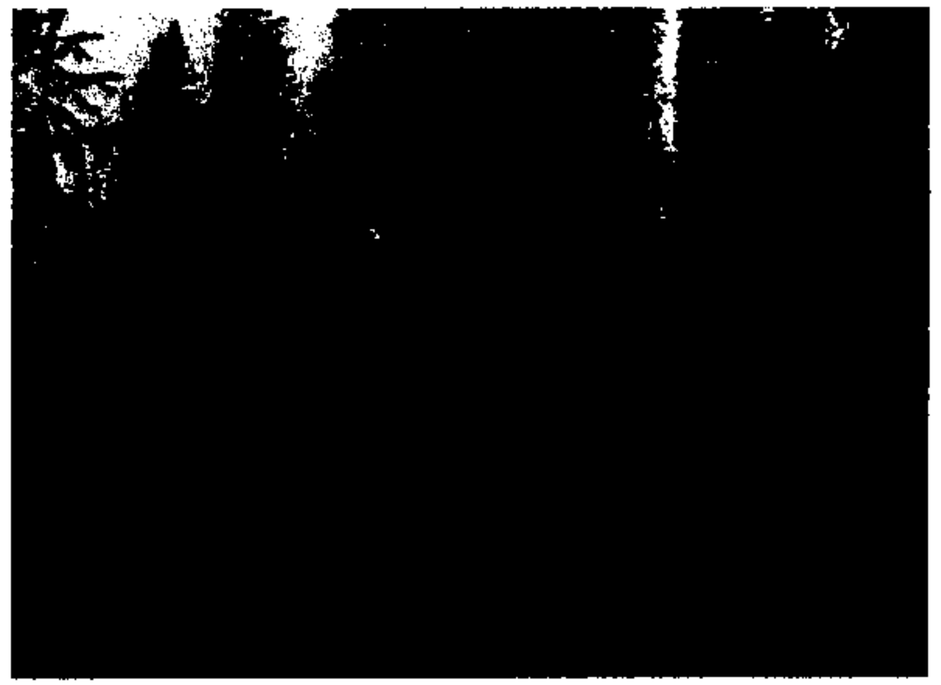
3

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 3	564279	4772855	Large conifer near driveway	230°
Photo # 4	564279	4772855	View of driveway looking W	280°



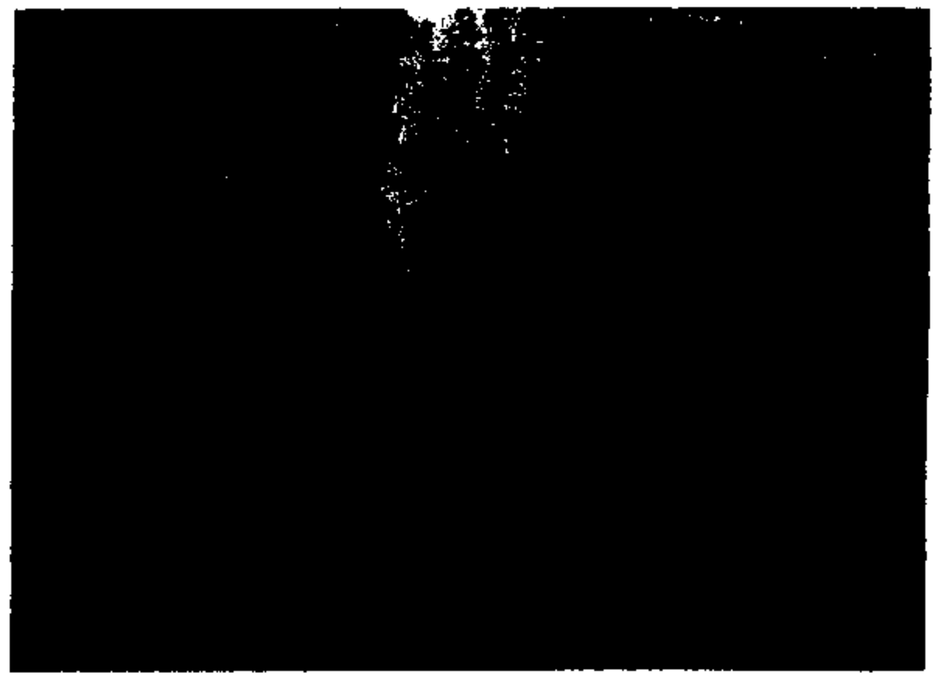
4



5

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 5	564351	4772943	Split in Chilcote/Sparrowe driveway	140°
Photo # 6	564234	4772872	Corral near cabin	40°



6



7

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 7	564197	4772864	Hot tub house	120°
Photo # 8	564210	4772876	Cabin from driveway	240°



8



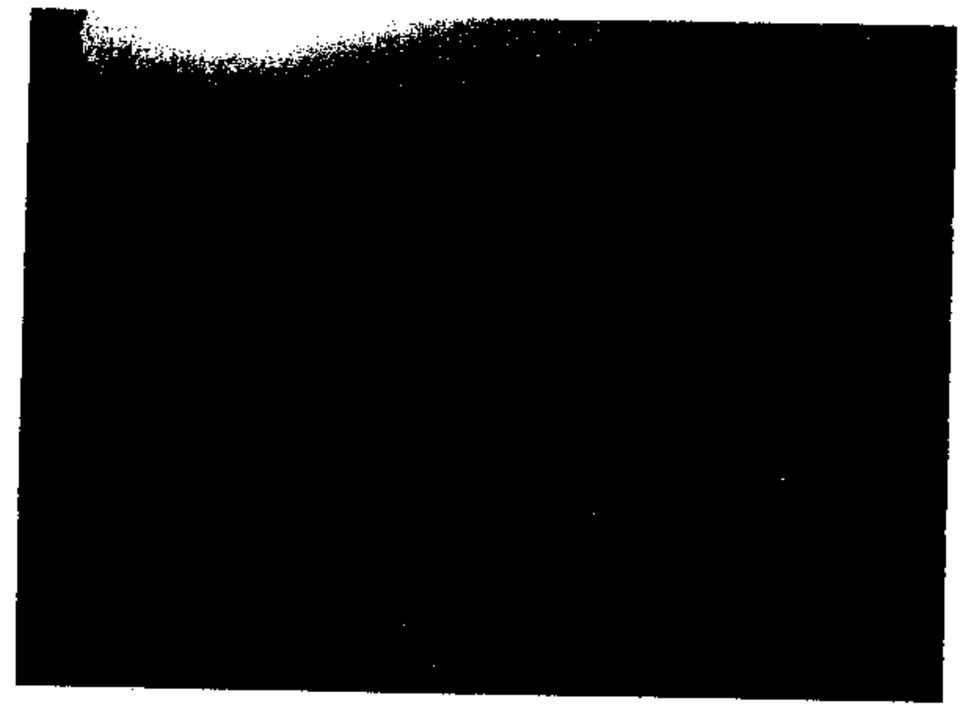
9

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 9	564178	4772870	Cabin and hot tub house from below	30°
Photo # 10	564137	4772896	Open space W of cabin	210°



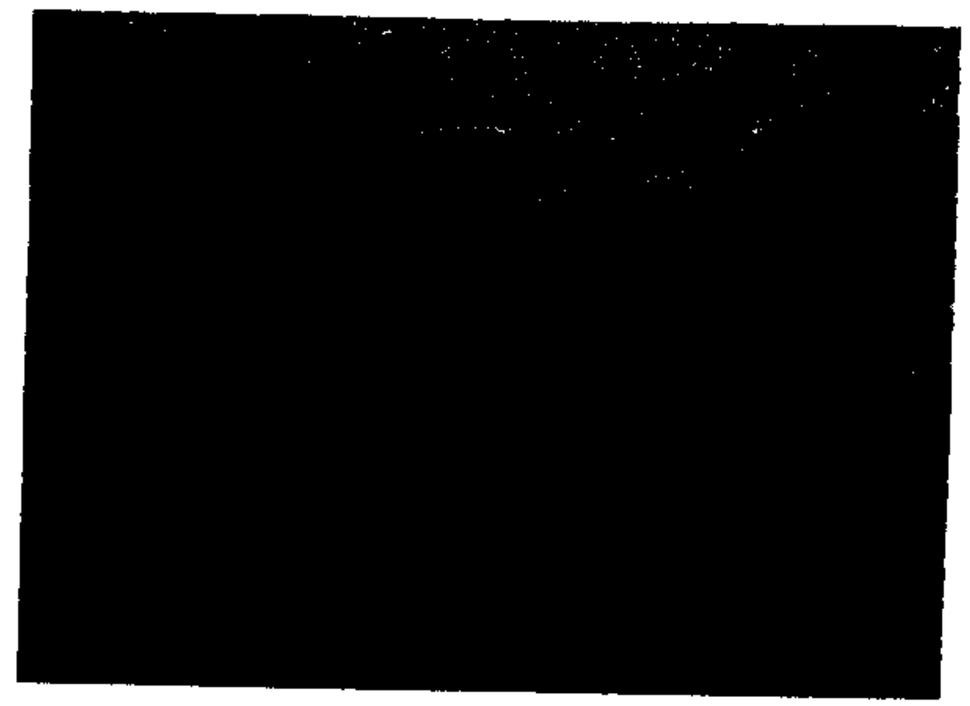
10



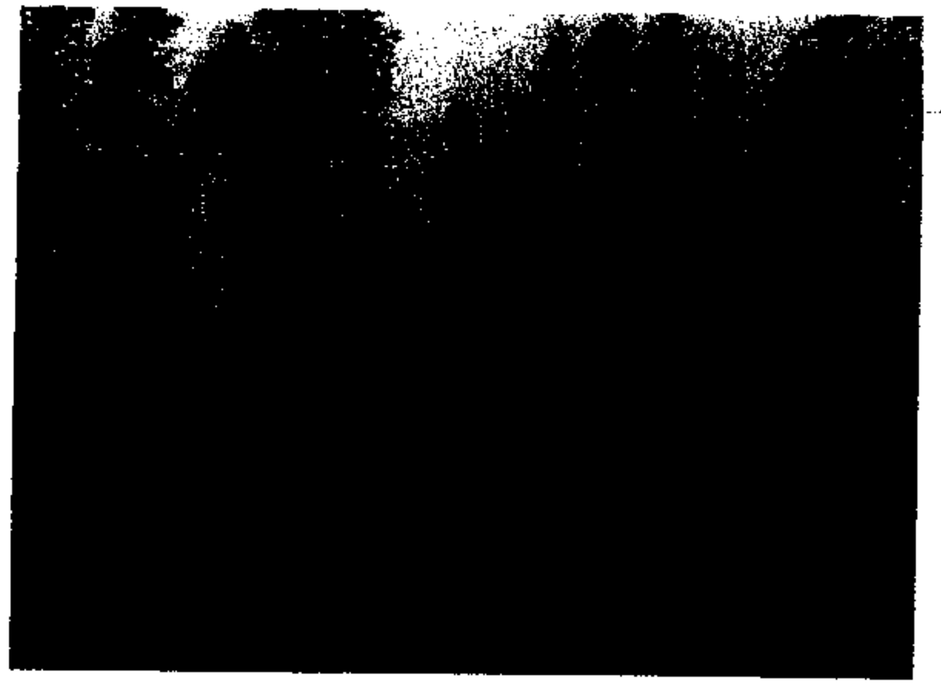
11

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 11	564137	4772896	Open space W of cabin	240°
Photo # 12	564071	4772929	West gate/driveway	0°



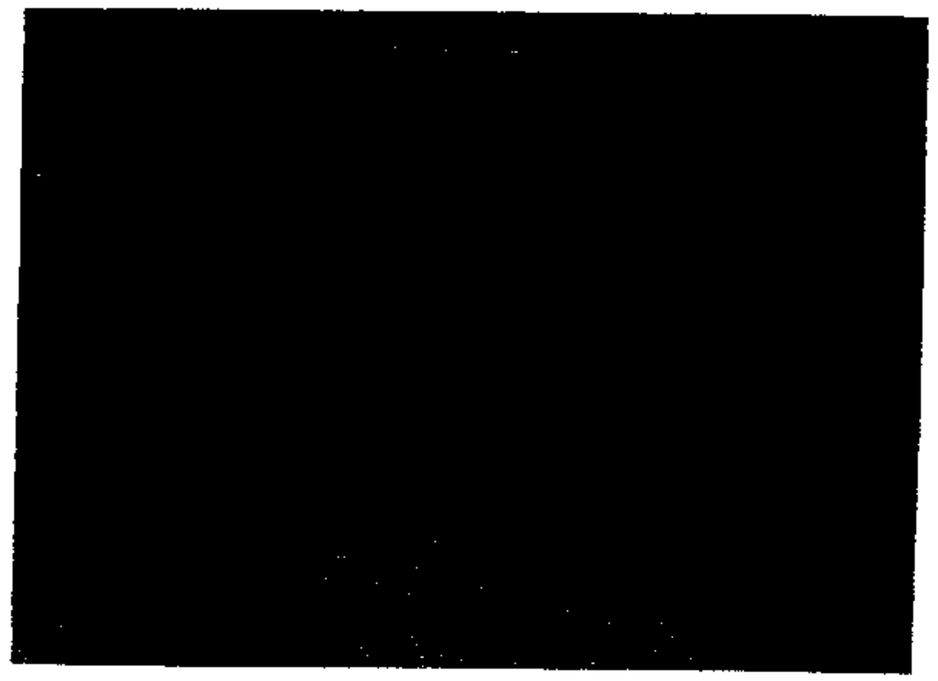
12



13

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 13	564044	4772973	Large corral	310°
Photo # 14	564420	4773171	Main gate from Rim Rd. (not on property)	170°



14

288040

CONSERVATION EASEMENT

This Conservation Easement (this "Document") is entered into this 21st day of December, 2001, between the CHILCOTE FAMILY LIMITED PARTNERSHIP as to a one-half undivided interest, and the HOUSE FAMILY TRUST as to a one-half undivided interest, Grantors and THE JACKSON HOLE LAND TRUST, Grantee.

FILED Dec 28 2001 12:40P
IN BOOK 73 MISC PAGE 182
FEE $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Tracey L Hoover

BACKGROUND STATEMENT

Description of the Parties

The Grantors are the owners of certain improved real property described below and in Exhibit A, and referred to in this document as the "Property." The Chilcote Family Limited Partnership is a Nevada Limited Partnership. The House Family Trust is a revocable trust created under trust agreement dated March 22, 1993. The Grantors' address is 1940 San Remo Drive, Laguna Beach, CA 92651.

The Grantee is a Wyoming non-profit corporation and a charitable organization recognized under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"). The address of the Grantee is P.O. Box 2897, Jackson, Wyoming 83001. The purpose of the Grantee is to preserve and protect open space and the scenic, ranching, agricultural, and wildlife values of Jackson Hole, Wyoming by assisting landowners who wish to protect their land in perpetuity. The Grantee is qualified to acquire and hold conservation easements under Section 170(h)(3) of the Code.

Description of the Purpose of the Conveyance.

The conveyance below provides for the permanent conservation of the Property. The conveyance to the Grantee is of a conservation easement ("the Easement") over the Property. The Easement is conveyed for the benefit of and as an appurtenance to the "Trust Parcel" and conservation easement adjoining the Property owned by the Grantee of record in the Office of the Clerk of Sublette County, Wyoming in Book 41 WD, beginning at page 324.

The Easement irrevocably and unconditionally conveys a real property interest in the Property. In exchange the Grantee binds itself to monitor the use of the Property and to enforce the terms of the restrictions on the future use of the Property in perpetuity. The parties recognize that acceptance of the responsibility to permanently monitor and enforce these restrictions represents a substantial commitment requiring the expenditure of significant time and financial resources by the Grantee.

The Easement conveys to the Grantee a bundle of property rights that are, by the terms of this Document, irrevocably and unconditionally removed from the Property. These rights are defined by the list of permitted and prohibited

uses below. The parties intend by removing these rights from the Property to permanently protect the Conservation Values of the Property described below and to permanently conserve the Property for the benefit of the property interests of the Grantee described above and the public.

Neither the Grantee nor the public acquires through this conveyance any rights to the use of the Property. However, the Grantee does acquire the development rights (as hereinafter defined) to the Property, and the right to prevent the Grantors and their successors in title from using the Property in ways that are inconsistent with the terms of the Easement. The parties intend that the restrictions on the future use of the Property imposed by the Easement shall run with the land and bind all future owners.

Description of the Property

The Property consists of approximately 50 acres of land located in Sublette County, Wyoming. The Property is currently unimproved. A more detailed description of the Property is contained in a natural resource inventory of the Property (the "Inventory") described in paragraph 5. A copy of the Inventory is attached as Exhibit B.

Description of the Conservation Values of the Property

The Property contains a significant relatively natural habitat for wildlife and plants. Protection of the Property by this Easement will preserve this habitat and will also preserve the open space represented by the Property pursuant to specific, clearly delineated federal, state and local governmental policies and for the scenic enjoyment of the general public.

The Property is located near a geologic/ecological feature known as the Hoback Rim. The Rim forms the hydrographic divide between the Hoback/Snake River Drainage and the Green River Drainage. The heavily timbered Hoback Rim serves as an ecological bridge between the wilderness areas of the Gros Ventre (located within 13 miles of the Property), the Wind River Mountain Range, and the Wyoming Mountain Range which is the southern extent of the Great Yellowstone Ecosystem.

The Property is adjacent to federally owned lands managed by the Bureau of Land Management and is ecologically contiguous with the Bridger-Teton National Forest located within 1.5 miles from the Property. Thus, the Property is part of the vast uninterrupted open space from Grand Teton National Park and beyond to the north, to the southern tip of the Wyoming Mountains.

The Property supports an extraordinary diversity of wildlife. In addition to a myriad of small mammals and songbirds, the Hoback Rim and the Property provide security cover and forage for ecologically significant predators including, lynx, gray wolves, grizzly and black bears, wolverines and other old growth conifer forest dependent species such as goshawks, and great gray owls.

Moreover, the Rim forms an east to west funnel for movement by large numbers of mule deer, elk, and moose.

The Property is designated as spring/summer/fall elk habitat and it is located between two elk feed grounds operated by the Wyoming Game & Fish Department (one is located within one mile of the Property). The Property is designated as winter-yearlong habitat for moose and spring/summer/fall habitat for mule deer. Approximately 4,000 mule deer from seven different critical winter ranges migrate through the area each spring and fall ranging as far as Jackson Hole to the northeast.

The Property is a mix of conifer forest and open sagebrush/grass parks. Roads, homes, or utilities do not fragment the property. The Property is visible from U.S. Highway 191.

The Sublette County, Wyoming Comprehensive Plan dated June 20, 1978, currently in force (the "Plan"), lists in its "Summary of Goals" the following: Goal #2 states "The rural setting, with its inestimable scenic value, must be preserved." Goal #7 states "Sublette County's wildlife must be maintained."

The Plan also provides in its "Summary of Policies" the following: Policy #3 states "Seasonal residences in rural areas should be encouraged to be on large tracts of land (40 acres or more in open areas) to minimize visual impact and maintain the rural setting." Policy #13 states "Critical wildlife habitat including migration routes should be preserved."

Under the portion of its "Natural Resources" section dealing with wildlife the Plan states "A primary goal is to maintain the fish and wildlife population, together with the habitat to support it. New development should take wildlife habitat values into consideration." Guidelines to achieve this goal include the following: Guideline #4 states "Preserve winter ranges and the corridors through which wildlife traditionally migrate from summer to winter range." Guideline #9 states "Preserve strutting grounds, nesting areas, and habitats for upland game birds and waterfowl."

The preservation of the Property by the Easement will further these locally adopted conservation policies. The Easement also furthers the purposes of the Hoback Ranches Restrictive Covenants which state: "The purpose of these covenants is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the natural environment and protect the ecology of the area, and thereby secure to each tract owner the full benefit and enjoyment of his respective tract."

The natural resources and characteristics of the Property described above and more particularly in the Inventory are the "Conservation Values" of the Property.

THE CONVEYANCE

The Grantors GIVE, GRANT and CONVEY to the Grantee the Easement over and across the Property for the Conservation Purposes and upon the terms described below. The Easement shall benefit and be appurtenant to the property interests owned by the Grantee and described above and shall be enforceable by the Grantee and its successors in ownership of the Easement and said property interests, in perpetuity. The Easement shall bind the Grantors and their successors' use of the Property unconditionally and in perpetuity.

Grantors warrant (a) that at the time of the execution and delivery of this Document they were lawfully seized of an indefeasible estate in fee simple in and to the Property, and have a good right and power to convey the Easement; (b) that the Property was, at such time, free from all encumbrances except for matters of record in the Sublette County, Wyoming, Clerk's Office that were legally enforceable at such time; and (c) that the Grantee and its successors and assigns shall have the quiet and peaceful possession of the Easement. Grantors warrant that they will defend the title to the Property and their right to convey this Easement according to the terms of this Document against all persons who may claim such title or challenge its right to make this conveyance.

The Grantors shall have the sole possession and use of the Property, except for the rights of the Grantee. Furthermore, this Document does not grant to or create in any person or the public any right of access to or possession of the Property, except for the rights of the Grantee as set forth in this Document.

TERMS OF EASEMENT

1. **Conservation Purposes.** The "Conservation Purposes" of the Easement are to preserve the Conservation Values of the Property as described above and in the Inventory, and other significant conservation interests, and to restrict the use of the Property to those uses that are consistent with such values and interests.

2. **Rights of the Grantee.** The affirmative rights conveyed to the Grantee by this Easement include the following:

2.1. <u>The Right to Preserve the Conservation Values in Perpetuity.</u> The right to identify, and to preserve and protect in perpetuity the Conservation Values of the Property and to advance the Conservation Purposes, subject to the terms of this Easement.

2.2. <u>The Right to Enter the Property to Monitor and Enforce.</u> The right to enter the Property to monitor the use of the Property and to enforce the rights granted by this Easement. The Grantee's right to enter the Property shall not be exercised in a manner that unreasonably interferes with the proper uses being made of the Property at the time of such entry. Prior to any entry upon the Property the Grantee shall give seven (7) days written notice to at least one of the

then owners of the Property. However, no such notice shall be required if the Grantee determines that immediate entry is essential to prevent or mitigate a violation of this Easement, or if the then owner has not provided the Grantee with an address to which such notice can be mailed.

2.3. The Right to Enjoin Violations and to Seek Restoration, Damages, and Costs. The right to enjoin any activity on or use of the Property that violates the terms of this Document, and to enforce the restoration of such areas or features of the Property that may be damaged by any such activity or use, and to seek and recover damages and costs, pursuant to paragraph 7.

2.4. The Development Rights. Grantors hereby grant to the Grantee all of the development rights and development potential including, but not limited to, all subdivision rights and potential existing under the current or future Land Development Regulations of Sublette County, Wyoming, or otherwise, that are now or hereafter allocated to, implied, reserved or inherent in the Property, except to the extent expressly reserved by the Grantors according to the terms of this Easement.

The parties agree that Grantee may use, convey or extinguish such rights as it, in its absolute discretion, deems appropriate consistent with its charitable, tax exempt status, and the Conservation Purposes, provided, however, that the Grantee may not in any event use such development rights on or adjacent to any part of the Property as it now or hereafter may be bounded or described.

Grantors unconditionally and irrevocably relinquish the right to transfer such development rights to any other property adjacent or otherwise, or to use them for the purposes of calculating permissible lot yield, density, development potential, building area, etc., of the Property or any other property.

3. **Rights of the Grantors.** The Property is currently used as a summer retreat, for the pasturing of horses, and for outdoor recreational use by members of the Ronald Chilcote and Robert House families. The Grantors expressly reserve the right to continue these existing uses in a manner that is consistent with the Conservation Purposes.

The following uses are consistent with the Conservation Purposes and are permitted on the Property, provided that they are (i) undertaken in a manner that is consistent with the Conservation Purposes and other specific standards that may be mentioned in connection with a particular use below and, (ii) are not prohibited under paragraph 4 or any of its subparagraphs. In some cases a permitted use is conditioned upon prior approval by the Grantee, in which cases notice and approval (or denial) in accordance with the provisions of paragraph 7 is required.

3.1. Agricultural Use. Pasturing of horses kept for the personal use of Grantors is permitted. Such activity shall be managed to protect the important natural wildlife habitat on the Property as well as the existing mix of native

vegetation including grasses and forbs, shrubs such as sage, rabbit bush, cinquefoil, etc., and, to the extent possible, to enhance all of the wildlife and plant habitat on the Property. Pasturing shall be managed at a level that maintains vegetation for wildlife foraging and does not result in overgrazing.

3.2. Buildings, Building Area and Building Design. The Grantors may construct, use, maintain, renovate, reconstruct, replace, remove and/or expand the following structures on the Property: (i) one dwelling unit limited to a principal residence not to exceed a habitable area of 4,000 square feet, (ii) one attached or unattached two car garage, and (iii) one barn and corrals.

All buildings (including corrals) shall be located within a five (5) acre Building Area to be designated by the Grantors with the advance written approval of the Grantee. The Building Area shall be located so as to minimize any impact of the activities allowed therein upon the significant relatively natural habitat for wildlife provided by the Property and the scenic view of the Property enjoyed by the general public. The Building Area shall be designated and approved by Grantee and clearly staked on the ground prior to the commencement of any work on uses limited by the terms of this Easement to the Building Area. The location of the Building Area shall be recorded in the Office of the Clerk of Sublette County, Wyoming.

The total aggregate footprint of all buildings (exclusive of corrals) within the Building Area shall not exceed 7,000 square feet. The term "building footprint" shall be deemed to include decks, whether attached or detached and all exterior impervious surfaces.

No building shall exceed twenty (20) feet in height at the point of greatest height, measured from the highest point of the roof thereof to the point of nearest finished grade. All buildings shall be constructed of natural materials such as wood and stone (and may include metal roofing painted with flat paint). All external lighting shall be limited to the Building Area, shall be of incandescent quality and shall be shielded to direct light downwards.

Areas disturbed for any work on permitted building(s) and all related site work and material and equipment storage shall be limited to the Building Area except for the installation of permitted utilities and construction of permitted drives. Any area disturbed by such work shall be promptly re-vegetated with plants native to the region in which the Property is located, except for the areas occupied by the footprint of permitted buildings and drives, upon the completion of such work.

Prior to commencement of any exterior work (other than routine maintenance) on or site work for any permitted building(s) the Grantors shall provide the Grantee with written notice. This notice shall include a sketch plan of the proposed work and the area to be disturbed (if any) during the work.

3.3. Fencing. To build, maintain, and repair fences along the perimeter of the Property related to permitted agricultural uses, provided that

any new or replacement fencing does not unnecessarily impair the movement of wildlife on or across the Property. Buck and rail fencing is permitted provided that it includes let-down panels at appropriate intervals for passage of wildlife.

3.4. Utilities. To construct utility systems within existing or currently identified easements or rights of way or as necessary to serve buildings permitted with the Building Area, and to maintain or repair such utility systems. Other than existing utilities, utilities shall be located underground to the extent practical. What is practical shall not depend upon financial considerations. Any areas disturbed during the installation or maintenance of utilities shall be promptly restored to their condition immediately prior to such work.

3.5. Drives. To construct and maintain drives as necessary to provide access to buildings permitted within the Building Area. To the extent possible common drives shall be used to minimize disturbance of the Property.

3.6. Use of Vehicles. To use motorized vehicles, including snowmobiles and ATVs, for access to buildings permitted in the Building Area over existing and permitted drives. Off-road use of vehicles shall be limited to uses necessary (1) for fire suppression; (2) for emergency or severe weather winter access when ordinary vehicle access is not available; and (3) to support uses permitted by subparagraph 3.1.

3.7. Planting. Non-native, non-invasive plant species may be planted within the Building Area only.

3.8. Weed Control. To use organic means to control noxious weeds and pests, provided that such organic means do not themselves have the potential of becoming invasive or noxious.

3.9. Recreational Use. To use the Property for non-commercial recreational uses such as hiking, fishing, horseback riding, cross-country skiing, wildlife observation, or other traditional non-motorized recreational activities.

3.10. Tree and Brush Removal. To remove dead or diseased trees that pose a threat of injury to people, animals or property and to cut firewood for use in permitted buildings or to clear brush as necessary for permitted agricultural uses. Clearing of vegetation is permitted as necessary for fire prevention, to stop the spread of insect infestation or disease, or for work on permitted buildings in the Building Area and for the installation of permitted utilities and the construction of permitted drives.

3.11. Animal Control. Animal control shall be limited to selective methods limited in their effectiveness to specific animals reasonably believed to have caused damage to livestock or other property. The use of cyanide or other non-selective techniques is not permitted.

3.12. Grading and Filling. To grade, fill, level, berm or ditch, but only as necessary for uses expressly permitted by the subparagraphs of

paragraph 3. Any area disturbed by such work shall be promptly re-vegetated with plants native to the region in which the Property is located, except for the areas occupied by the footprint of permitted buildings or drives, upon the completion of such work.

3.13. Habitat Enhancement. To undertake enhancement of existing plant, animal, and riparian habitat, but only in conjunction with a plan approved in advance by the Grantee.

3.14. Home Occupancy Uses. To undertake home-occupancy commercial or professional uses contained entirely within the principal residence provided for in subparagraph 3.2 and generating no more than a minimal increase in traffic on the Property. Such uses shall involve no outside storage of materials or storage or parking of equipment.

3.15. Boundary Adjustments. Boundary adjustments are permitted with the prior written approval of the Grantee. Boundary adjustments shall meet these criteria: (i) the adjustment shall not reduce the amount of acreage originally subject to this Easement; (ii) any acreage to be included within the new boundaries that was not already subject to this Easement shall become subject to this Easement; (iii) all acreage subject to this Easement prior to such adjustment shall remain subject to the Easement after the adjustment; and (iv) the boundary adjustment shall not result in any development that could not occur but for such adjustment.

4. **Prohibited Uses.** In general, no use shall be permitted on the Property that is inconsistent with the Conservation Purposes. Specifically, the following uses on the Property are deemed to be inconsistent with the Conservation Purposes and are prohibited, except to the extent necessary for those uses specifically permitted by the provisions of paragraph 3 and its subparagraphs.

4.1. Buildings and Structures. The construction or placement of any buildings or structures on the Property.

4.2. Vegetation Removal. The removal, destruction, or cutting of native vegetation.

4.3. Alteration of Habitat. The change, disturbance, alteration, or impairment of the existing significant relatively natural habitat for plants and wildlife.

4.4. Grading and Filling. Any alteration of the existing topography.

4.5. Introduction of Non-native Species. The introduction of non-native plant or animal species.

4.6. Use of Chemicals. The aerial application or other use of chemicals unless required by law or as part of a governmental program

applicable to the area within which the Property is located.

4.7. Roads and Trails. The construction of any roads, drives or vehicle trails.

4.8. Use of Vehicles, etc. The non-emergency use of motorized vehicles or aircraft.

4.9. Land Division. Division or *de facto* division of the Property (through sales, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property.

4.10. Feedlots. Feedlots as defined below.

4.11. Mining and Mineral Extraction. Mining by strip or surface mining, or any other method, and drilling and exploring for oil and/or gas or the recovery of coal-bed methane.

4.12. Commercial or Industrial Use. Commercial or industrial uses are prohibited.

4.13. Water Rights. Transferring, encumbering, leasing, selling, or otherwise separating any water rights from the Property without the prior written approval of the Grantee, in its sole discretion. Grantors shall use their best efforts to comply with all laws and regulations that ensure the retention of any and all water rights, now or in the future, pertaining to the Property.

4.14. Outdoor storage of materials and equipment and dumping of trash. The dumping or disposal of refuse, trash, or toxic materials on the Property, except for the temporary storage of non-garbage, non-toxic debris generated by construction work while such construction work is actively ongoing, is prohibited on the Property as is use of the Property as a dump or trash site. This prohibition does not impose liability on the Grantee with respect to the Property, nor shall the Grantee, with respect to the Property be construed as having liability as a "responsible party" under CERCLA or similar federal or state statutes.

The outdoor storage of materials and equipment on the Property for more than thirty (30) consecutive days, or more than sixty (60) days per year, is prohibited except in conjunction with ongoing agricultural uses permitted by this Easement or actively ongoing construction work permitted by this Easement.

Any permitted temporary storage in conjunction with actively ongoing construction work shall be completely and promptly removed upon completion of the work, or during substantial interruptions thereof, and the storage area shall be promptly restored to its natural condition as nearly as possible.

4.15. Manipulation of Watercourses. The manipulation, diversion, or other alteration of natural watercourses, or riparian areas, or any practice which degrades or destabilizes natural banks or shorelines.

4.16. Hunting. Hunting is prohibited.

5. **Inventory**. The Inventory, attached as Exhibit B, describes the existing condition and character of the Property. The parties hereby acknowledge the accuracy of the Inventory and the Grantee acknowledges receipt of the Inventory prior to the execution of this Document. The Inventory may be used to monitor compliance with the terms of the Easement and to assist in the enforcement of its terms. However, the parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any controversy regarding compliance.

6. **Notice and Approval Requirements.**

6.1. Form of Notice. Any notices, demands or other communications required or permitted to be given by the terms of this Document shall be given in writing and shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) telephone facsimile. Such notices shall be deemed to be given (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by the return receipt if sent by certified mail; (iii) within two business days of deposit with a courier in the case of U.S. Express Mail or commercial overnight courier; or (iv) when sent, with a confirmation of delivery if sent by telephone facsimile. Such notices shall be sent to the addresses of the parties set forth above.

Notice of change of address shall be effective only when done in accordance with this subparagraph 6.1.

6.2. Written Notice to Grantee Required. The Grantors shall have no right to undertake any activity on the Property that may be inconsistent with the Conservation Purposes, or with respect to which permission of the Grantee is expressly required by the terms of this Easement, until it has notified the Grantee in accordance with this paragraph 6 and obtained approval therefor from the Grantee.

All required notices shall be in writing and shall provide sufficient information, in addition to any information required by other provisions of this Easement, to allow the Grantee to determine whether the proposal is consistent with the Easement.

6.3. Response by the Grantee. The Grantee shall, within sixty (60) days of the receipt of any request for approval made by the Grantors in compliance with this paragraph 6, respond in writing to such request.

In the event that the Grantee objects to the proposed activity it shall inform the Grantors in writing of the manner, if any, in which the proposed

activity can be modified to satisfy its objections. Thereafter, the Grantors may submit a revised proposal accommodating the objections and the Grantee shall review and respond to such revision in the same manner as to the original notice.

Any objections by the Grantee to proposed activities shall be based upon its opinion that the proposed activity is inconsistent with the Easement and upon any specific standards provided for herein. The Grantee shall have sole discretion in determining whether or not a proposed activity is consistent with the terms of the Easement and any such standards.

In no event may the Grantee permit any activity on the Property that would be inconsistent with the Conservation Purposes.

All activities requiring prior written approval by the Grantee shall be conducted consistently with such approval when granted.

7. **Enforcement of the Easement.**

7.1. Right to Injunction, etc. The parties recognize that money damages or other non-injunctive relief may not adequately remedy a violation of this Easement. Therefore, any violation shall be subject to termination through injunctive proceedings including the imposition of temporary restraining orders, preliminary injunctions, or any other legal means.

7.2. Right to Restoration. In addition, the Grantee shall have the right, but not the obligation, to enforce the restoration of the portions of the Property affected by activities in violation of any of the terms of this Easement. Such restoration may be to the condition that existed prior to such violation, or to the condition that existed as of the date of this Document, or to a condition as nearly proximate to such prior condition as possible, whichever the Grantee deems appropriate, in its absolute discretion.

7.3. Right to Recover Damages. In the event of a violation of the terms of this Document, in addition to the other remedies provided for in this paragraph 7 and any other remedies available in law or equity, the Grantee also shall be entitled to recover all damages necessary to place the Grantee in the same position that it would have been in but for the violation. The parties agree that such damages may include (but shall not be limited to) (i) the costs of restoration of the Property as provided in subparagraph 7.2; (ii) costs and attorneys fees as provided in subparagraph 7.4, and (iii) the full market cost of purchasing an Easement of equivalent size and with reasonably comparable conservation values in the vicinity of the Property.

7.4. Costs and Attorneys Fees. The Grantee shall be entitled to recover the costs of enforcement of any of the terms of this Document, including reasonable attorneys' fees (whether or not legal proceedings are instituted), expenses and court costs.

7.5. Right to Proceed Against Third Parties. The Grantee has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values, including the right to pursue all remedies and damages provided in this paragraph 7. Any Grantor who is then the owner of the Property shall cooperate with the Grantee in such proceeding, including, if requested by the Grantee, assigning to Grantee any cause of action for trespass that may be available to such Grantor.

7.6. No Waiver. Failure by the Grantee to exercise the rights granted to it by this Easement in the event of any violation of its terms by the Grantors shall not be deemed or construed to be a waiver of the Grantee's rights hereunder as to that or any subsequent violation.

8. **Payment of Costs, Taxes or Assessments**. The owners of the Property shall bear all costs of operation, upkeep and maintenance of the Property, and hereby indemnify the Grantee and the Indemnified Parties therefrom. In addition, the owners of the Property shall pay all real estate taxes or assessments levied by competent authorities upon the Property, and the Grantee shall have no obligation or responsibility for the payment of taxes or assessments levied upon any of the Property. The Grantee shall have the right to make any payment or participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property. Any costs incurred by the Grantee in case of any such payment or participation shall be reimbursed promptly by the owners of the Property or such other Grantor as may be determined by a court having jurisdiction in the case to be responsible for such costs.

9. **Transfer of Conservation Easement**. If the Grantee decides to transfer this Easement, or ceases to be a qualified organization under Section 170(h)(3) of the Code, it shall promptly transfer this Easement and the real property interests owned by the Grantee to which this Easement is appurtenant, described above, to non-profit, non-governmental organization qualified under Section 170(h)(3) that is able and willing to carry out the Conservation Purposes in perpetuity. The Grantee shall give thirty (30) days written notice to the then owner of the Property prior to transferring this Easement. The Grantee shall, whenever reasonably possible and practical, in Grantee's discretion, honor such owner's preferences regarding a transferee of the Easement, provided that they are made known to the Grantee within such thirty day period, and provided that any suggested transferee meets the criteria provided in this paragraph 9.

It shall be a precondition to the transfer of this Easement that the transferee organization shall be required, and shall agree in writing, to carry out the Conservation Purposes and that such organization shall be a qualified organization within the meaning of Section 170(h)(3) of the Code.

10. **Extinguishment of the Easement**. The Easement constitutes a real property interest immediately vested in the Grantee with a fair market value that is at least equal to the proportionate value that the Easement, as of the date of its conveyance, bears to the value of the Property as a whole at that time. Such

values shall be determined without regard to the value of any structural improvements. This proportionate value shall remain constant.

In the event of an unexpected change in circumstances surrounding the Property that makes impossible or impractical the continued use of the Property for conservation purposes and any or all of the restrictions of the Easement are extinguished by a judicial proceeding, the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Property, shall be entitled to a percentage of the proceeds of such sale, exchange or involuntary conversion (less the amount attributable to any structural improvements) equal to the proportionate value determined according to the preceding paragraph. Such proceeds shall be used by the Grantee in a manner consistent with the Conservation Purposes.

This provision is intended to entitle the Grantee to all the rights which Section 1. 170A-14(g)(6)(ii) of the Treasury Regulations requires that a "donor" grant to a "donee organization."

11. **Transfer of Property**. The Grantors shall provide the Grantee with thirty (30) days written notice prior to transferring the Property or interest therein. The notice shall include the address of the transferee to facilitate communication between the Grantee and the transferee. Failure to provide this notice shall not in any way affect the validity or enforceability of the Easement against any subsequent owner of the Property.

12. **Indemnification of the Grantee**. The owners of the Property, shall indemnify and hold the Grantee, and the Indemnified Parties, harmless from any court awarded damages, together with reasonable attorneys fees and expenses, resulting from personal injury or property damage that occurs on the Property not due to the negligence of the Grantee or its agents. In addition any other Grantors responsible for such damages, fees and expenses, shall also indemnify and hold harmless the Grantee and the Indemnified Parties.

The Grantors shall indemnify and hold the Grantee, and the Indemnified Parties, harmless from liability under CERCLA, and similar local, state or federal laws associated with the cleanup of hazardous substances from the Property, including reasonable attorney's fees and expenses. The Grantors shall indemnify the Grantee, and the Indemnified Parties, for all costs, including reasonable attorney fees and expenses relating to cleanup of hazardous substances that were released or in any way deposited on the Property prior to the date of this Document. The Grantors shall also indemnify the Grantee, and the Indemnified Parties, for all costs, including reasonable attorneys fees and expenses for any and all release, or deposit in any manner on the Property of such substances caused by, or contributed to, by it, subsequent to the date of this Document. The provisions of this paragraph 13 may be enforced by the Grantee in a court having jurisdiction over the case.

13. **Access and Control of Trespass**. Nothing contained in this Document shall be construed to give the public any right of access to, or use of, the

Property, and the Grantors retains the right to post the Property against trespassing, hunting, or fishing and to prosecute trespassers.

14. **Definitions.** For purposes of this Document, the following terms shall have the meaning given to them in this paragraph 14:

14. 1. The term "Grantors" shall mean Grantors and Grantors' successors and assigns, including tenants, lessees, and licensees of the Property or any portion thereof.

14. 2. The term the "Grantee" shall mean The Jackson Hole Land Trust and its successors and/or assigns.

14.3. The phrase "owners of the Property" shall refer to only the Grantors (including individuals, entities, beneficiaries, partners and shareholders thereof) who is the owner of the Property then in possession and not to all Grantors.

14. 4. The terms "existing" or "currently" and variations thereof shall mean existing or current at the time of the signing of this Document.

14. 5. The term "overgrazing" shall mean, among other things, grazing resulting in undesirable changes in plant communities that lead to decreased productivity and decreased wildlife/livestock values.

14.5. The term "use" shall mean physical use of the Property or any part thereof, or an activity on the Property or any part thereof.

14.6. The term "Code," in addition to the meaning ascribed to it elsewhere in this Document, shall include reference to the comparable provisions of any subsequent revision of the Code.

14.7. The term "necessary" shall be interpreted to limit the activity to which it applies to that which is essential to the accomplishment of the permitted use to which the activity is related.

14.8. The term "feedlot" shall mean an enclosed area where livestock are fed and fattened for commercial slaughter as opposed to the grazing of livestock on growing vegetation in open fields or pastures.

14.9. The term "indemnified parties" shall refer to the Grantee's officers, employees and Board members, and their heirs successors and assigns.

15. <u>Miscellaneous.</u>

15.1. <u>Severability.</u> If any provisions of this Document or the application thereof to any person or circumstance are found to be invalid the remainder of this Document and the application of such provisions to other persons or circumstances shall not be affected.

15.2. Recordation. This Document shall be recorded in the Office of the Clerk of Sublette County, Wyoming.

15.3. Reference to Easement Required. Reference to the Easement shall be made in a separate paragraph of any subsequent deed or other legal instrument by which any interest (including a leasehold interest) in the Property is conveyed. Such reference shall include the recording data of this Document. Failure to provide this reference shall not in any way affect the validity or enforceability of the Easement against any subsequent owner of the Property.

15.4. Construction. This Document shall be construed according to the laws of the State of Wyoming and the United States of America. The parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Document shall be the Ninth Judicial District Court of Wyoming and no proceeding shall be brought in any other court except for appeals from the decision of the trial court.

The parties intend that the conveyances provided for in this Document qualify under section 170 of the Code as deductible charitable contributions (the Easement being intended as a "qualified charitable contribution" as defined in Section 170(h) of the Code) for federal income and estate and gift tax purposes. The provisions of this Document shall be construed accordingly.

Neither of the parties hereto shall be deemed the draftsman of this Document or any part thereof, each having had the benefit of counsel of its own choosing in negotiating its terms.

IN WITNESS WHEREOF, Grantors have executed this document the day and year first above written.

THE CHILCOTE FAMILY LIMITED PARTNERSHIP

By: _____
Ronald H. Chilcote, General Partner

By: _____
Frances B. Chilcote, General Partner

THE HOUSE FAMILY TRUST

By: _____
Robert M. House, Trustee

By: _____
Katherine D. House, Trustee

Accepted this __ day of December, 2001 by the Jackson Hole Land Trust.

JACKSON HOLE LAND TRUST

By: _____
Scott R. Pierson, President

LYN CHRISTIAN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires July 30, 2005

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by Ronald H. Chilcote and Frances B. Chilcote, this 21st day of December, 2001.

WITNESS, my hand and official seal.

_____
Notary Public

My commission expires: 2/9/02

LAURA RENE EUSTACE
COMM. # 1173149
Notary Public California
ORANGE COUNTY
My Commission Exp. 2/9/02

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by Robert M. House and Katherine D. House, this 21st day of December, 2001.

WITNESS, my hand and official seal.

_____
Notary Public

My commission expires: 2/9/02

LAURA RENE EUSTACE
COMM. # 1173149
Notary Public California
ORANGE COUNTY
My Commission Exp. 2/9/02

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Scott R. Pierson, on this 27th day of December, 2001.

WITNESS, my hand and official seal.

Lyn Christian
Notary Public

LYN CHRISTIAN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires July 30, 2005

My commission expires: July 30, 2005

Exhibit A

Chilcote
Legal Descriptions

Description of the Property
Section 2, Township 36 North, Range 113 West of the 6th P.M.

Tract Seventeen (17) of Sheet Eight (8) of the Hoback Ranches Subdivision, as platted and filed in the office of the Sublette County Clerk, Pinedale, Wyoming recorded May 4, 1976 in Book 31 of Miscellaneous, Page 636.

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

Said property contains 50 acres more or less.

All in accordance with the Plat of said Subdivision.

Exhibit "B"

Natural Resources Inventory for the 50-acre Chilcote Property

Prepared by:

Ethan Winter, Stewardship Assistant, Jackson Hole Land Trust

December, 2001

Exhibit "B"

Natural Resources Inventory for the 50-acre Chilcote Property

Contents

Part I Introduction
Part II Location and background information
Part III Historic and current uses
Part IV Physical and natural attributes
Part V Summary

References

Figures

Figure 1 Jackson Hole vicinity map
Figure 2 USGS-scale map of the Chilcote property and adjacent lands
Figure 3 Man-made features of the Chilcote property
Figure 4 Aerial map of the Chilcote property
Figure 5 Photo point map of the Chilcote property

Appendices

Appendix A Teton County habitat values
Appendix B Plant and animal species of Hoback Ranches
Appendix C Chilcote property photo descriptions
Appendix D Chilcote property photographic documentation

I. INTRODUCTION

A natural resources inventory (the "Inventory") for the 50-acre Chilcote/House property (the "Property") was prepared in December, 2001, in anticipation of the donation of a conservation easement to the Jackson Hole Land Trust (the "Land Trust").

The purpose of this Inventory is: 1) to document and provide further detail of the natural and man-made features of the Property and the conservation values to be protected by a conservation easement conveyed to the Land Trust; 2) to provide sufficient information regarding the current conditions and conservation values of the Property for monitoring by Land Trust Stewardship staff; and 3) to facilitate perpetual enforcement of the terms of the conservation easement.

Ethan Winter, Stewardship Assistant for the Land Trust, and Pete Dittmar, Protection Project Manager for the Land Trust, visited the Property on November 28, 2001, to document and photograph the conservation values of the Property. Inventories previously conducted for other conservation easement properties in Hoback Ranches, title reports, and landowner correspondence supplemented information for this Inventory. Additional references pertaining to wildlife habitat values and wildlife species occurring on the Property are listed in **Appendix A** and **Appendix B**.

Photographs showing natural and man-made features of the Property were taken with a Sony Mavica digital camera and geo-referenced with a Magellan Global Positioning System (GPS) unit. Digital photographs and GPS coordinates are stored in secure files at the Land Trust. Digital photo points are described in **Appendix C**. Digital photographs are reproduced in **Appendix D**.

II. LOCATION & GENERAL DESCRIPTION OF THE PROPERTY

The approximately 50-acre Property is co-owned by the Chilcote Family Limited Partnership and the House Family Trust. The Property is identified as Tract 17, Sheet 8, of the Hoback Ranches subdivision, in Sublette County, Wyoming (in SW/4 Section 2, T36N, R113W).

The Property consists of mixed conifer forest, open sage meadows, and willow bottoms along the South Fork of Fisherman Creek. No major physical improvements exist on the Property except for an unmaintained access road.

The Property's significant wildlife and wildlife habitat values, described in detail below, are closely related to its proximity to the Hoback Rim and nearby public lands, and to other protected private lands in Hoback Ranches. The Property is situated in the Hoback Rim area approximately 5 miles west of where U.S. Highway 189/191 intersects the Hoback Rim. A general vicinity map of the Property is shown in **Figure 1**.

By road, Hoback Ranches is located approximately 45 miles southeast of Jackson, 18 miles south of Bondurant, and 24 miles northwest of Daniel Junction. The Property is accessed via Fisherman Creek Road which generally follows the South Fork of Fisherman Creek. Rim Road extends southeast from the north entrance of Hoback Ranches on U.S. Highway 189/191. Fisherman Creek Road meets Rim Road approximately 3.6 miles from U.S. Highway 189/191. A derelict access road located on the south side of Fisherman Creek Road just west of the Reed property winds up the north slope of the northeast corner of the Property. The Property is approximately 4.7 miles from the north entrance.

The Property is completely surrounded by other private lands. A total of ten separate Hoback Ranches tracts border the Property. An easement-protected property, the 100-acre Skyline Ranch abuts the western portion of the north boundary line. The Reeds, who own property adjacent to the east boundary of the Property, occupy their residence year-round. Development on abutting properties is otherwise limited to summer cabins and appurtenances. The Bridger-Teton National Forest (BTNF) borders Hoback Ranches approximately half a mile to the north of the Property. The Property's wildlife and wildlife habitat values, described in detail below, are due to its proximity to the Hoback Rim, adjacent public lands and other protected lands in the area.

Numerous nearby properties in Hoback Ranches are currently protected by Land Trust easements. Since 1999, a total of 4 conservation easements, comprising roughly 220 acres on 3 separate properties in Hoback Ranches, have been donated to the Land Trust. Additional properties are likely to be protected in the near future. The Land Trust also holds an easement on the 712-acre River Bend Ranch off U.S. Highway 189/191 approximately 3 miles northwest of Hoback Ranches. The Nature

201

Conservancy's 1,100-acre Hoback Rim Ranch, is located a mile northeast of Hoback Ranches. A USGS-scale map of the Property depicting adjacent public lands and nearby easement-protected private lands is shown in **Figure 2**.

Two large state-run elk feed grounds are located within close proximity to the Property. The Wyoming Department of Game and Fish (WYGF) operates 22 feed grounds in the western half of Wyoming for the purpose of providing supplemental feed to large herds of wintering elk and preventing crop and forage depredation on private property. The Franz feed ground is approximately 4 miles southeast of the Property and the McNeel feed ground is located 3 miles west of Hoback Ranches, near Bondurant. Persistent artificial abundance of large herds of elk near the Property has important effects on vegetation conditions and wildlife movement patterns across the Property and the Hoback Ranches area.

Conservation easement-protected private properties in and around Jackson Hole represent ecological links between wilderness areas in the Bridger-Teton National Forest (BTNF), Grand Teton and Yellowstone National Parks, and large winter ranges south of Pinedale and the Wyoming Range. These protected private lands are integral components of the 19-million acre Greater Yellowstone Ecosystem.

202

III. HISTORIC & CURRENT USES

A. *Historic Uses*

The Property and surrounding areas were originally homesteaded in the early 1900's by the Miller family. Hoback Ranches was once part of the public land grazing lease utilized for decades by the Miller family ranch (Sparrowe 1999). Historic agricultural activities in the area included cattle and sheep grazing. Much of the area encompassing Hoback Ranches was used for grazing until 1970. Today the Miller Ranch contains more than 14,000 acres in Sublette County in the vicinity of Hoback Ranches.

Hoback Ranches was developed as a residential subdivision by Doyle Child, who acquired 9,000 acres from the Miller family in 1970. Child filed an initial plat in 1976, but the first properties were put on the market in 1973 (Sparrowe 1999). Hoback Ranches presently encompasses approximately 6,000 acres and more than 100 residences.

B. *Current Uses*

The 50-acre Property was acquired by the Chilcote Family Partnership and the House Family Trust in 1993. As stated above, the 50-acre Property originally comprised separate 10-acre and 40-acre tracts. The Hoback Ranches Protective Covenants limit individual tracts to a minimum of 10 acres. Up to five home sites would be permitted on the 50-acre Property. At present, there is no improved road access or residential development on the Property.

Current use of the Property is for private recreation and open space uses such as wildlife habitat. Other nearby properties in Hoback Ranches are used seasonally or year round for private residential use and recreation. Wintry conditions from November to May make access to neighboring properties difficult; most residences are unoccupied during winter months.

IV. PHYSICAL AND NATURAL ATTRIBUTES OF THE PROPERTY

A. Man-made Features

No significant residential or agricultural improvements have ever been made to the Property. An old access road is located at the northeast corner of the Property but is not functional (photos # 18, 20). The culvert has washed out or been excavated making the road impassable. The culvert and road bed would have to be improved to provide future access to reserved home sites. Man-made features are mapped in **Figure 3**.

At the top of the access road, near the Reed residence, an unmaintained two-track road leads west to an opening in the conifer forest. This opening is planned for a reserved home site (photos # 3-6).

B. Natural Features

1. *Physiography and Geology*

The Property is roughly square-shaped and encompasses level to moderately steep north facing slopes overlooking the South Fork of Fisherman Creek drainage. The Property is located west of the Hoback Rim, the transverse ridge that connects the Wyoming and Gros Ventre Mountain Ranges and which represents the topographic divide between the Hoback and Upper Green River Basins (Sparrowe 1999, Gosar 2000).

North slopes on the Property descend from the southeastern corner through meadow openings and stands of mixed conifer to South Fisherman Creek. West and northwest facing aspects slope toward an unnamed ephemeral stream drainage. Property elevation ranges between approximately 7290 ft. and 7160 ft., where the two drainages converge in the northwestern corner. A 1997 aerial photograph (approx. scale: 1" = +/- 300') of the Property, shown in **Figure 4**, reveals the present condition of the open space and vegetative communities on the Property.

The Soil Conservation Service has not published a soil survey for Sublette County. Predominant soil types on the 50-acre Chilcote/House property are likely to differ somewhat from those found on Hoback Ranches properties to the east (Rekner 2001). For the closest estimate of local soils, refer to the Soil Survey of Teton County, Wyoming (SCS 1982).

2. *Hydrology*

No formal wetlands delineation or hydrological surveys were available for this Inventory. However, prominent hydrological features are present on the Property.

Intersecting the Property on the western portion of the Property is an ephemeral runoff stream and associated willow bottom wetlands. South Fisherman Creek, which runs along the northern boundary, is a small year-round stream largely regulated by snow melt and seasonal run-off. The creek flows west and joins the upper Hoback River approximately 4 miles west of the Property.

Minor hydrological features, including small springs, are likely to occur along South Fisherman Creek and the western ephemeral stream. Beaver occasionally dam the creek upstream from the Property affecting downstream flows (Dittmar 2000). Wetland areas associated with these intermittent streams are very wet in late spring and early summer and support conditions suitable for emergent wetland and willow vegetation. Thus, jurisdictional wetlands are likely to occur in the low lying willow bottoms and along the stream corridor (photos # 13-17, 19).

3. *Plant Communities*

The Property's diverse plant communities constitute exceptional foraging habitat for wild ungulates and other wildlife (Segerstrom 2000). The Property contains a range of important wildlife habitat types including upland sagebrush/shrub-scrub meadow, willow bottoms and wetlands, and mixed coniferous forest. Open meadows are primarily located in the western half of the Property (photos # 7-10, 15,16). The mature stands of mixed conifers occupy north-facing wooded areas in the eastern half. These habitat types show no discernible sign of human alteration or disturbance. Natural feature of the Property are mapped in **Figure 3**.

Upland sagebrush/shrub-scrub grassland characterizes the meadows located on the western half of the Property (photos #15,16). Native grasses, big sagebrush, rabbit brush, antelope bitter bush, and chokeberry occur in the meadow complex. More than 100 additional plant species may also be associated with this habitat type (Young 1981). Forage provided in the sagebrush/grassland community provides important habitat for wild ungulates such as elk, mule deer, and moose. Habitats that provide good ungulate forage are correlated with high rodent densities, including Uinta ground squirrels (Minta and Campbell 1991). These rodent species in turn support numerous predators including badgers, coyote, fox, and raptors. Shrub-scrub habitat on the Property therefore provides important forage and supports the prey base for numerous predators.

Palustrine wetland vegetation comprised of native sedges, rushes, bulrush, and other persistent emergents occurs along the streams where spring runoff floods and saturates the adjacent marsh. In addition, a robust shrub willow community

occupies a significant portion of the riparian corridor along South Fisherman Creek (photos # 11, 13, 16, 17). Willows also dominate the lower part of the ephemeral stream drainage along the western boundary (photos # 7, 9, 14). Numerous game tracks near the willow bottom indicate frequent and regular browsing by elk, deer, and moose (photo # 14). However, browsing by ungulates does not appear to have excessive impacts on the willow bottom habitat. The confluence of the South Fork of Fisherman Creek and the western ephemeral stream is located in the Property's northwest corner, directly south of the Land Trust-protected Skyline Ranch (photos # 8, 10).

Mature stands of mixed conifers are present on the eastern half of the Property (photos #2, 3, 6, 16, 17). Shaded northerly slopes on the Property are dominated by lodgepole pine, limber pine, and sub-alpine fir. Douglas fir and Englemann spruce are also present. The understory is mainly comprised of woody debris and shrubs. The conifer community and open meadows along its fringe contain very few, if any, aspen. No aspen clones were identified during the Inventory site visit.

WYGF has designated habitats on the Property as spring/summer/fall habitats for elk, mule deer, and moose. In addition, the Property lies directly east of a designated spring, summer and fall habitat area for pronghorn antelope. Availability of sagebrush/grassland, mixed coniferous forest, and willow bottom communities on the Property means the Property is likely to be heavily utilized by migrating ungulates.

Due to the Property's proximity to two WYGF-administered elk feed grounds, which collectively average nearly 1,000 animals, this habitat serves as an important migration corridor (WYGF 2001). During mule deer and elk migration to and from the feed grounds and natural wintering grounds, cover is of even greater importance than quality forage (Minta and Campbell 1991). The mixed conifer community on the Property thus provides important habitat for migrating ungulates as well as for large predators that pursue them, including gray wolves. The mature mixed coniferous forest also provides habitat for old-growth obligate species, such as great gray owls.

The composition and distribution of the conifer community in Hoback Ranches and on the Property have likely changed considerably in the last century. Fire exclusion and increased grazing pressure from foraging livestock and, more recently, browsing by large wild ungulates have led to denser lodgepole pine stands, declining aspen communities with little or no shrub understory, and aggressive encroachment on other tree species by sub-alpine fir (Sparrowe 1999). This pattern reflects vegetative changes occurring throughout the northern Rockies (Kay 1997). Fire scars in the area indicate the last large scale burn was at least 80 years ago (Segerstrom 2001).

203

4. *Scenic Open Space*

The Property contributes to the scenic character of Hoback Ranches as it is highly visible from other tracts including of the Land Trust-protected Sky Mountain Ranch. The area of Hoback Ranches in which the Property is located is visible from public lands to the north. There are views of Hoback Ranches and the Property from foothills and the Gros Ventre Mountain Range located on public lands to the south (photos # 1, 4, 8, 10). The Property is not visible from U.S. Highway 189/191 or other public roads.

5. *Wildlife*

The location of the Property along the Hoback Rim and a diverse array of vegetative communities including willow bottoms, mature conifer forest, and open meadows create exceptional habitat for wildlife (Segerstrom 2000). Numerous species and signs of wildlife are commonly observed on the Property, or on adjacent lands. Documented observations from protected properties in Hoback Ranches provide additional data about the fauna found in the vicinity of the Property (Dittmar 1999, Sparrowe 1999, Dittmar 2000). Given the geographic and ecological significance of the Hoback Rim and the availability of distinct, relatively undisturbed habitat types, these wildlife species factor prominently on the Property.

The most prominent wildlife feature on the Property are wild ungulates that migrate through the area. Elk, mule deer, moose and, occasionally, pronghorn antelope use habitat areas on the Property during various periods of the year. Elk commonly migrate across the Property on their way to and from the Franz elk feed ground southeast of the Property. The Franz feedlot supports an average of 390 elk during the winter. The McNeel feed ground northwest of Hoback Ranches supports an average of 580 wintering elk (WYGF 2000). When such large elk herd concentrate in feed grounds, they may severely impact surrounding habitats, especially immature aspen communities (Minta and Campbell 2000). Moose and mule deer are also occasionally drawn to the WYGF feed grounds, though they prefer to forage in the natural habitats represented on the Property.

Other mammal species known to occur on the Property or other nearby Hoback Ranches properties include black bear, coyote, pine marten, bobcat, mountain lion, Uinta ground squirrel, and brown bats. Twenty-six mammalian species have been recorded on easement properties in Hoback Ranches (Dittmar 1999). A black bear den was recently found a mile and half south of the Property (Sparrowe 1999). A pair of adult wolves was recently observed and photographed in Hoback Ranches (Segerstrom 2001).

In addition, the diverse plant communities also support a wide range of avian fauna. At least 70 species of birds including bald eagles, forest and grassland raptors such as goshawks and red-tailed hawks, songbirds and migratory waterfowl, have been observed on or near the Property ("Plant and Animal Life-Hoback Ranches" 1998). Species known to occur and observed on the Property, or in Hoback Ranches, are listed **Appendix B**.

204

The Hoback Rim encompasses an intersection of several wildlife migration corridors of regional significance. Recent data suggest at least 20,000 mule deer in the Pinedale area migrate across the Rim during seasonal movements between seven identified winter ranges (Sparrowe 1999, Segerstrom 2001). The Sublette mule deer herd that winters on or near the Mesa south of Pinedale is directly linked to habitats found on the Property and the Hoback Rim area (Sawyer and Lindzay 1999). Pronghorn antelope are also encountered in the vicinity of the Property on adjacent public lands. Dense cover and diverse habitats on the Property and Hoback Ranches serve as reproduction and migration habitat for wild ungulates and large predators such as lynx, mountain lion, grizzly bears, and gray wolves, as well as for old growth forest obligate species such as great gray owls.

The Property's important wildlife values are closely related to its proximity to the Hoback Rim and to two WYGF-administered elk feed grounds. As mentioned above, the Hoback Rim constitutes an important ecological link between habitat areas in the Gros Ventre Wilderness Area and the Wyoming Range, and between the Hoback and Green River Basins. The Hoback Rim thus represents a key wildlife corridor in the region.

V. SUMMARY

The conservation values of the Property are attributable to its position along the Hoback Rim and to its relationship with neighboring habitat areas on other public and private lands. In addition, the Property abuts another easement-protected property.

Significant or persistent human disturbance, such as road construction or home building, is likely to degrade the conservation values of the Property because these activities may disrupt wildlife access to migration corridors along the Hoback Rim (Segerstrom 2000). At the same time, increasing development pressure in the Bondurant and Pinedale areas is putting additional stress on the key habitat areas and movement corridors that remain intact. Protection of this Property will help ensure continuation of habitat conditions and migration thoroughfares that support regionally significant populations of elk, mule deer, moose, pronghorn antelope, and other highly valued wildlife species.

Land Trust protection of the Property is also consistent with the mission of Hoback Ranches. According to the Hoback Ranches Protective Covenants, the Property is to be managed to "prevent the impairment of the attractiveness of the property, [and] maintain the natural environment and protect the ecology of the area" (Hoback Ranches Protective Covenants 1976). Up to five home sites could be permitted on the Property. Notwithstanding the original intent of the covenants, conservation values of the Property would be substantially degraded by such substantial human disturbance.

The Land Trust has adopted a Hoback Ranches Conservation Plan that ensures a level of protection beyond that afforded by the covenants. Accordingly, elimination of potential home sites on the Property will provide substantially greater protection of wildlife values than currently exists. The landowners' commitment to protecting additional properties in Hoback Ranches and previous protection of properties in the Hoback Ranches area provide a strong precedent for conservation along the Hoback Rim.

To facilitate stewardship activities and conservation easement monitoring, photographs of the natural and man-made feature of the Property were geo-referenced and mapped using GPS. A photo-point map, shown in **Figure 5**, corresponds to photographs of the Property described in **Appendix C** and displayed in **Appendix D**. GPS photo points have a margin of error of +/- 25 feet.

The undersigned agree and acknowledge that this Natural Resources Inventory, together with supporting photographic documentation, maps and figures, is an accurate representation of the Property at the time of the conveyance of the conservation easement thereon and that the Inventory was available to the grantor and grantee of the conservation easement prior to such conveyance to the Jackson Hole Land Trust.

CHILCOTE FAMILY LIMITED PARTNERSHIP

BY: _____
Ronald H. Chilcote, General Partner

_____
Date

HOUSE FAMILY TRUST

BY: _____
Robert M. House, Trustee

_____
Date

JACKSON HOLE LAND TRUST

BY: _____
Scott Pierson, President

_____
Date

205

References

Clark, T.W. 1981. Ecology of Jackson Hole-A Primer. (Paragon Press: Salt Lake City, UT). 110 pp.

Dittmar, Peter. 1999. Baseline Inventory for 100-acre Sky Mountain Ranch (Pearson/Boye). Jackson Hole Land Trust. (Unpublished)

Dittmar, Peter. 2000. Baseline Inventory for 80-acre Olsen Property. Jackson Hole Land Trust. (Unpublished)

Gosar, Antone J. 2000. Minerals Survey for Knepshield Property, Teton County, Wyoming. December, 27, 2000.

Hoback Ranches Protective Covenants. 1976. Doyle Child, President. Recorded May 4, 1976. Sublette County, Wyoming.

Kay, C.E. 1997. "Is Aspen Doomed," Journal of Forestry. May 1997. pp. 4-7.

Minta S.C. and T.M. Campbell III. 1991. Wildlife-habitat assessment and analysis with reference to human impacts in Jackson Hole, Wyoming. Unpublished. 1st Addition Final Report to Teton County Board of County Commissioners, Jackson, Wyoming. 162 pp.

Rekner, Ron. 2001. Soil scientist, Sublette County Soil Conservation Service. Personal communication. Phone conversation, December 11, 2001.

Sawyer, H. and F. Lindzay. 1999. Sublette Mule Deer Study. Wyoming Cooperative Fish and Wildlife Research Unit. University of Wyoming, Laramie.

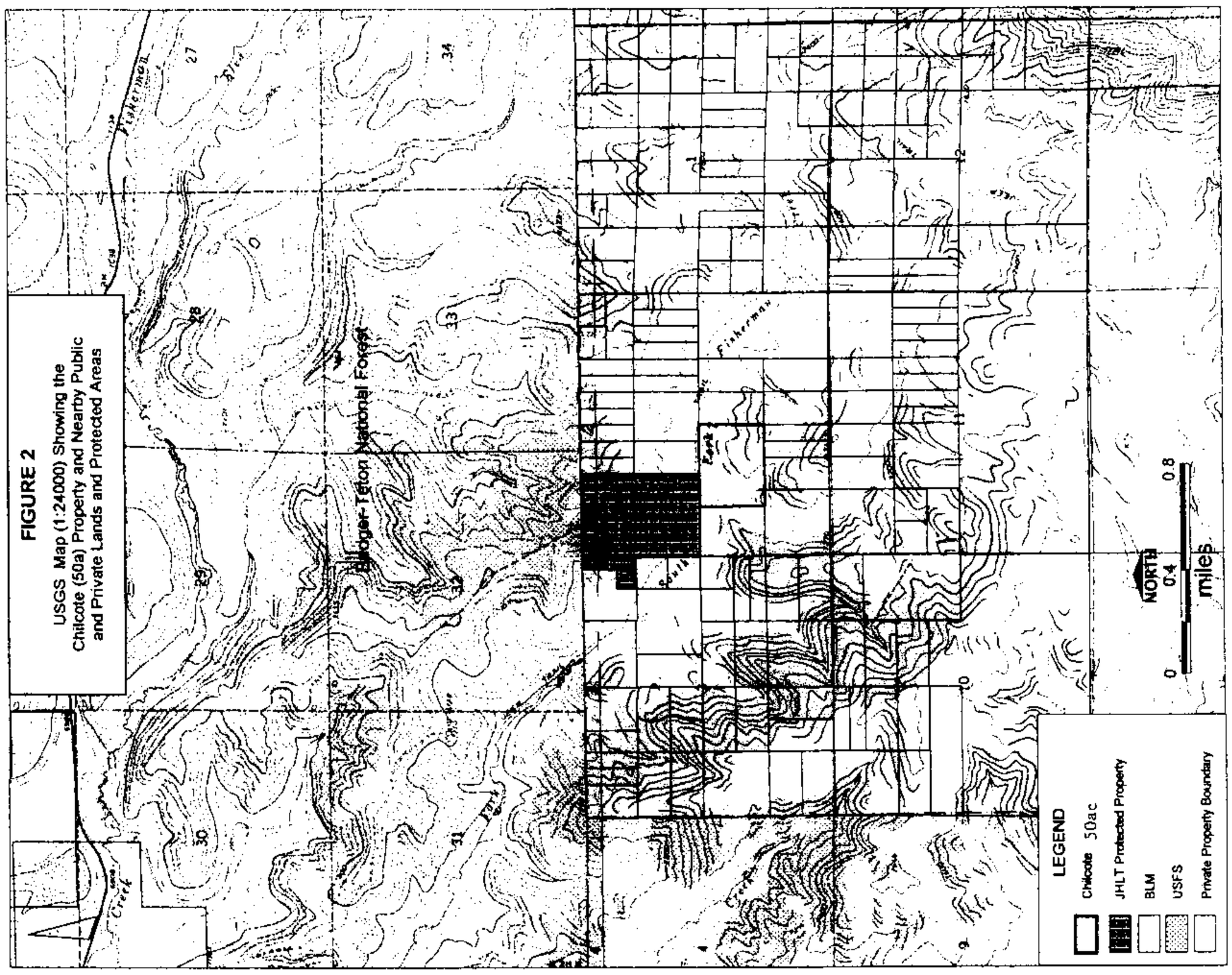
Segerstrom, Tom B. 2001. Stewardship Coordinator, Jackson Hole Land Trust. Personal communication. December 11, 2001.

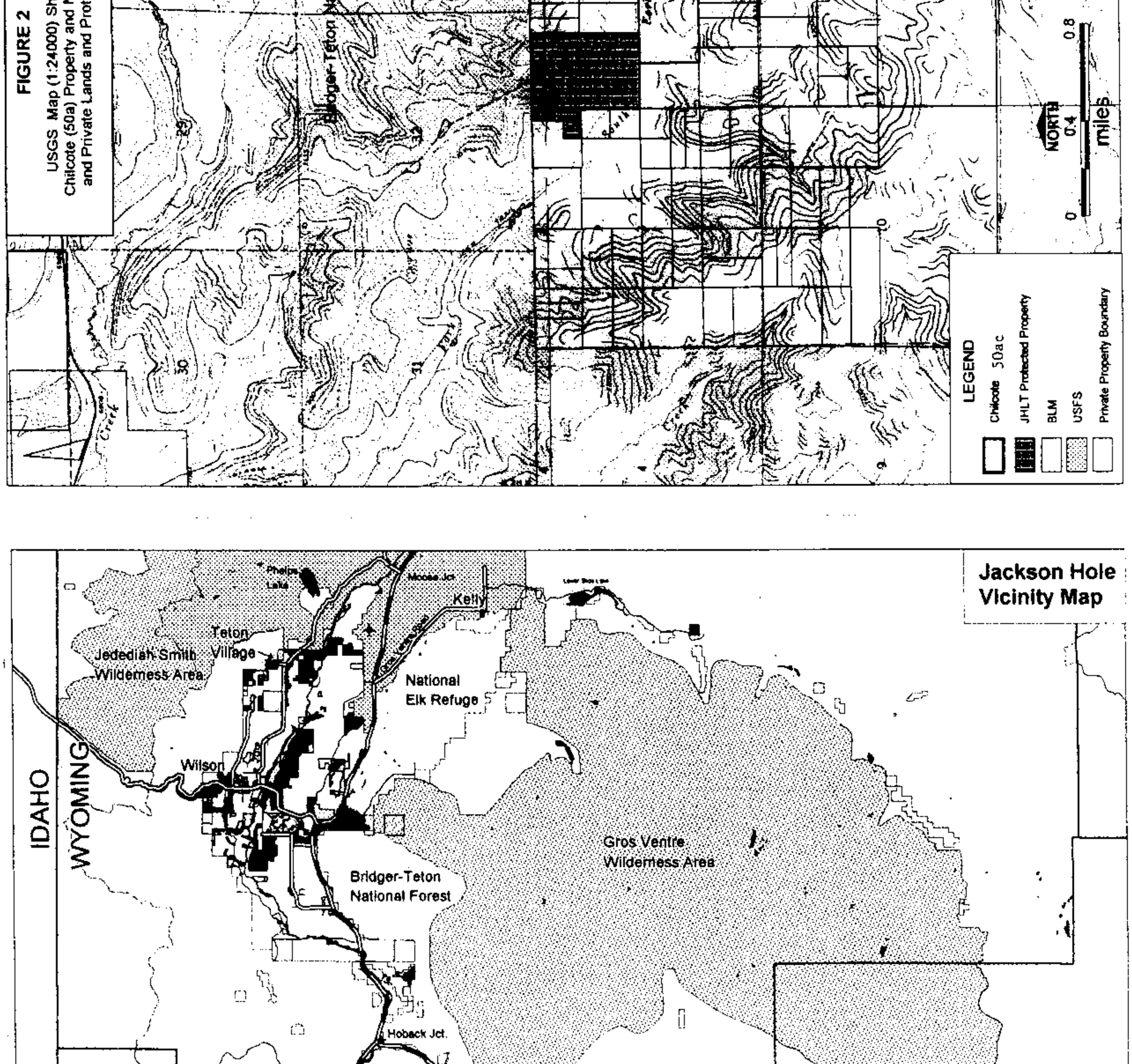
Segerstrom, Tom B. 2000. Stewardship Coordinator, Jackson Hole Land Trust. Chilcote/House Property field notes. August 22, 2000. (Unpublished).

Soil Conservation Service (SCS). 1982. Soil Survey for Teton County, Grand Teton National Park.

Wyoming Department of Game and Fish (WYGF). 2000. Herd Unit Completion Report. Jackson/Pinedale District, Wyoming Department of Game and Fish.

LOC


FIGURE 2
USGS Map (1:24000) Showing the Chilcote (50a) Property and Nearby Public and Private Lands and Protected Areas
Bridger-Teton National Forest
Fisherman
Fisherman
East
South
Creek
Creek
LEGEND
Chilcote 50ac
JHLT Protected Property
BLM
USFS
Private Property Boundary
NORTH
0
0.4
0.8
miles


Jackson Hole
Vicinity Map
IDAHO
WYOMING
Phelps Lake
Moose Jct.
Kelly
Teton Village
Jedediah Smith Wilderness Area
National Elk Refuge
Wilson
Gros Ventre Wilderness Area
Bridger-Teton National Forest
Hoback Jct.
Snake R.
Sublette County
Targhee National Forest
Teton County
Lincoln County
Sublette County
Bondurant
Hoback Ranches
Chilcote (50ac)
Bridger-Teton National Forest
Bridger-Teton National Forest
FIGURE 1
Legend
US Highway
State & secondary highway
USFS
USFS - Wilderness Area
NER (Elk Refuge)
NPS
State of WY
BLM
Jackson Hole Airport
Protected Properties*
Jackson Hole Land Trust
The Nature Conservancy
Teton County Scenic Preserve Trust
Chilcote Property (50 ac)
N
0
4
8
miles

[redacted] [redacted] [redacted]

FIGURE 4

Aerial View of the Chilcote (50a) Property*
(Photo taken 3/97)

NORTH

Scale 1 in. = 300 ft.

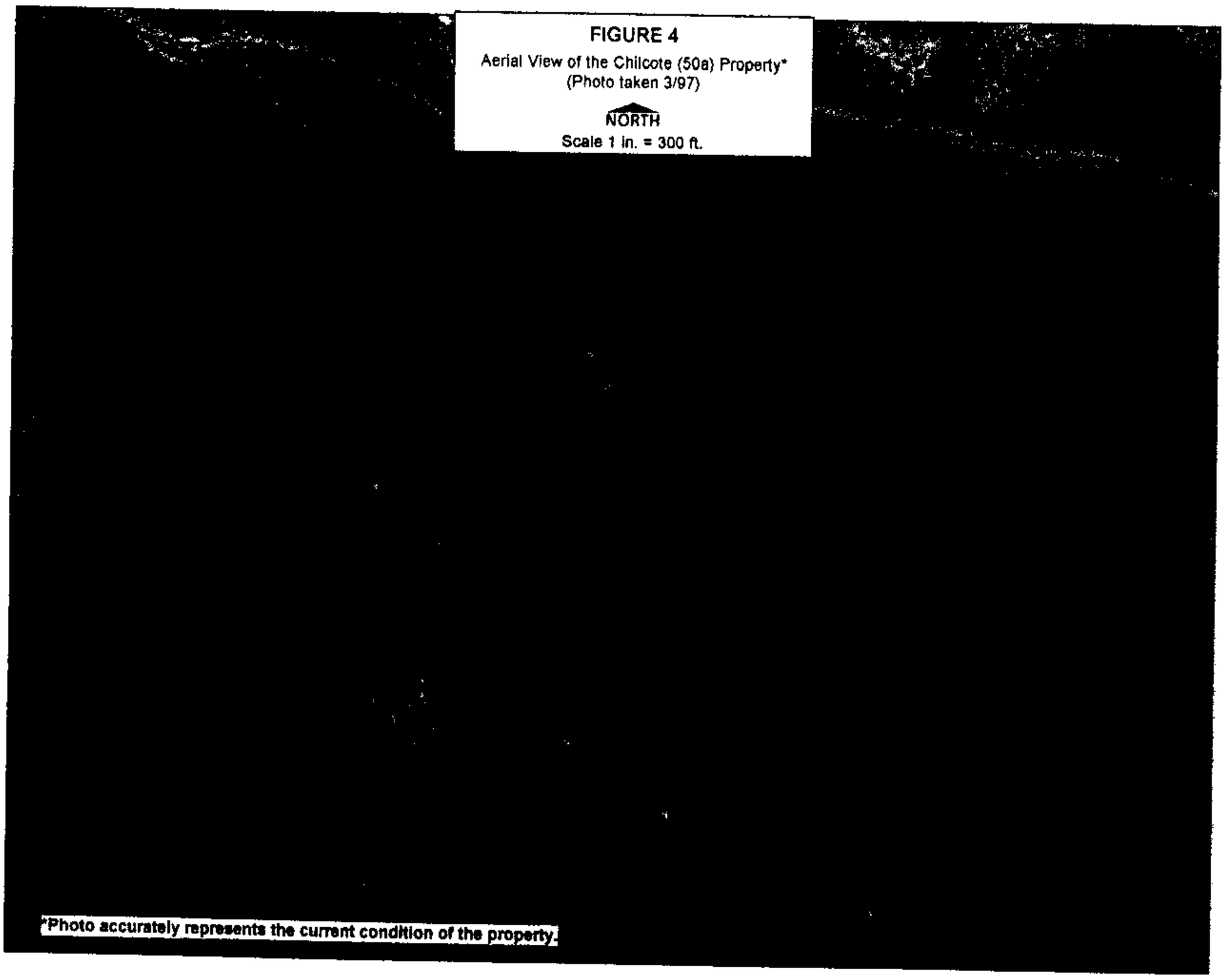
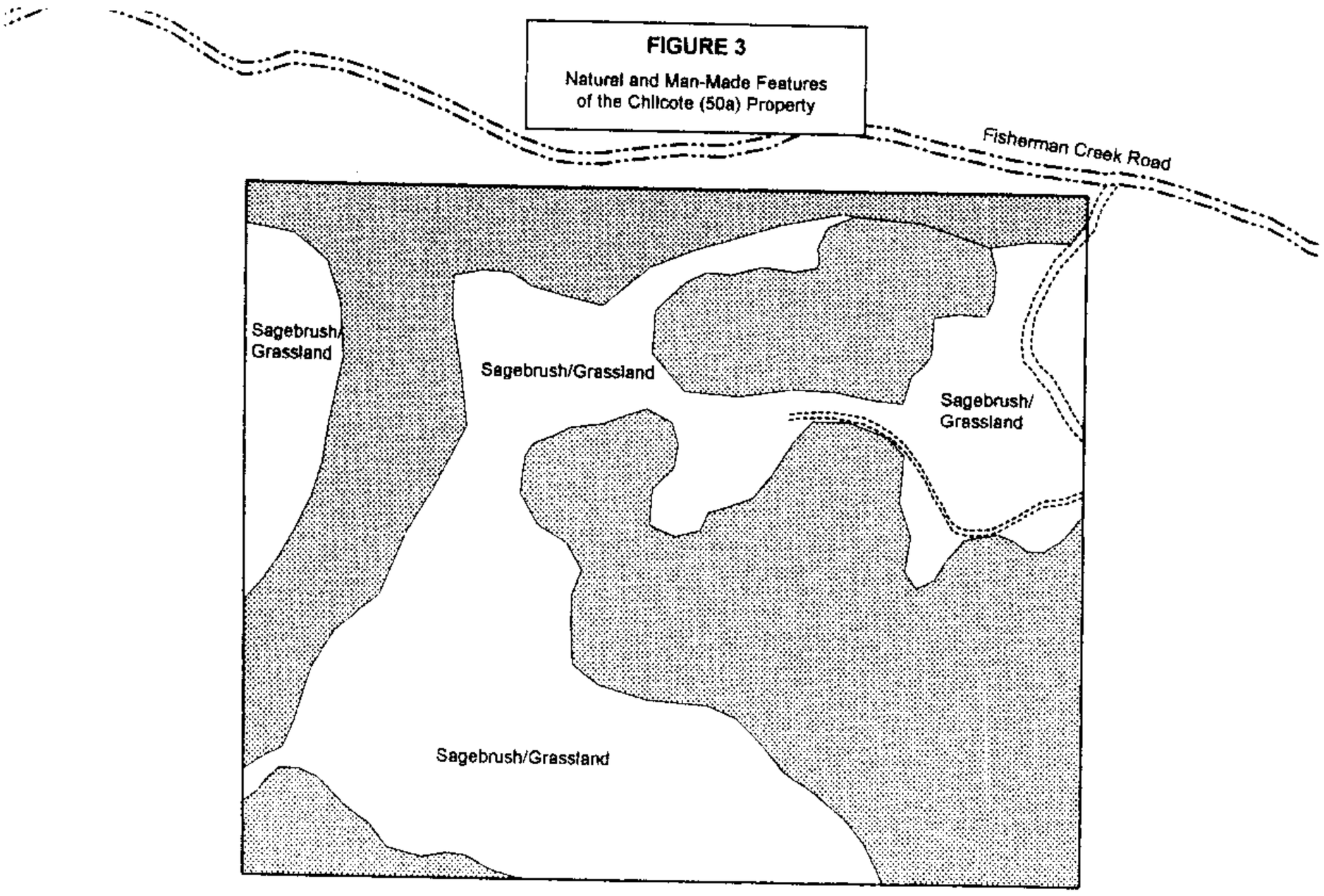
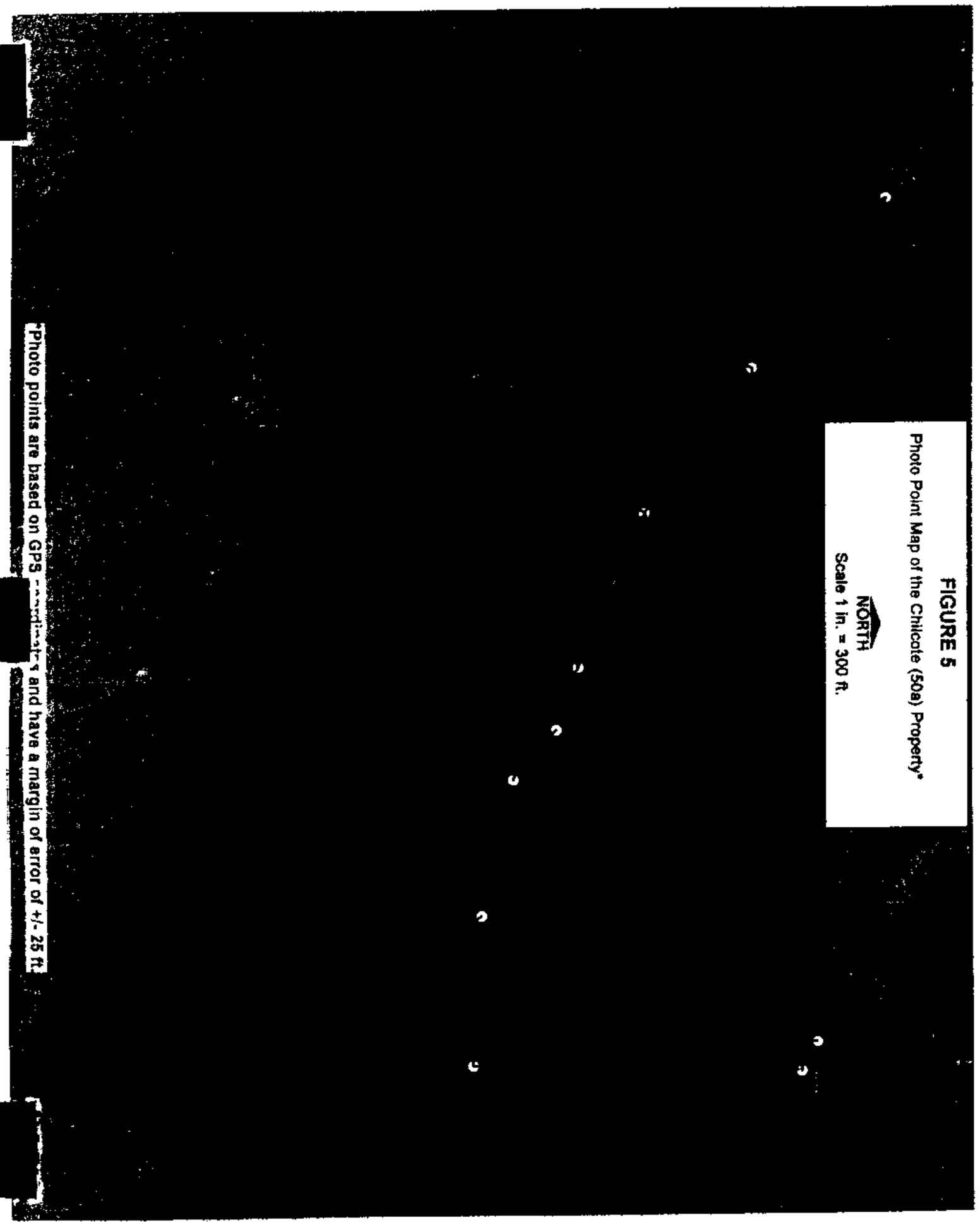


*Photo accurately represents the current condition of the property.

FIGURE 3

Natural and Man-Made Features
of the Chilcote (50a) Property





APPENDIX A

Teton County Habitat Values

Wetlands			
	PEM (marsh, fen, slough)	1.0	Palustrine Emergent
	PAB (ponds)	.95	Palustrine Aquatic Bed
	PSS (birch, willows, alders)	.9	Palustrine Scrub-Shrub
	R3U (rocks & H20)	.9	Riverine Upper Perennial
	Shrub Willow/Cottonwoods	.9	Wetland or associated with a wetland.
Cottonwoods			
	(Cottonwood-Evergreen, highly mesic forest, highly mesic cottonwood stands)		
	immature (< 20')	.8	
	medium-aged (20' - 40')	.7	
	mature (> 40')	.6	
Upland Forest			
	Aspen		
	mature	.8	
	immature	.7	
	Douglas fir	.6	
	Subalpine fir	.5	
Sagebrush			
	mesic	.5	(Has a greater diversity and density of rodents.)
	xeric	.3	(Has densest colonies of Uinta ground squirrels.)
	xeric with chislers	.45 to .6	
Agricultural Meadow			(Hay field is not differentiated from pasture)
	Intensive	.1	
	Passive	.2	

These values are based on the following criteria:

1. Its rarity in Teton Co.
2. National, state, and regional regulatory protection.
3. Trend in long-term local loss or degradation.
4. Sensitivity and recovery potential to human-caused disturbances.
5. Vulnerability to loss or degradation because of highly concentrated, localized distribution in county.
6. Fragmentation (relative size of areas).
7. Interspersion (relative distribution of fragments)
8. Corridors (relative connectivity or contiguity of linear features).
9. Degree to which restoration of ecosystem integrity is a goal: e.g. mitigation.
10. Scenic Values.
11. Perceived economic values (consumptive and nonconsumptive).
12. Its importance to wildlife in general and SSCs in particular.

Source: Minta & Campbell, 1991 (unpublished)

Appendix B

PLANT AND ANIMAL LIFE - HOBACK RANCHES 1998
modified 10/99 by the Sparrowe's

FLOWERS
Agoseris, Orange (or False Dandelion)
Arnica, Heartleaf
Aster, Alpine
Aster, Engelmann
Aster, Pacific
Aster, Purple
Aster, Sticky
Balsamroot
Bedstraw, Northern
Bluebell, Foothills
Bluebell, Mountain
Bluebell, Utah (Mertensia)
Buckwheat, Umbrella
Bistort-and-Egg
Clover, Red
Clover, Sweet
Collomia, Narrowleaf
Columbine, Colorado
Columbine, Yellow
Coneflower, Western
Coralroot, Spotted
Daisy, Showy
Dandelion, Common
Dandelion, False
Elephanthead
Evening Primrose, Tufted
Fairy Slipper (or Calypso Orchid)
Fescue
Fireweed
Flax, Blue
Fleabane
Forget-me-not, Mountain
Fritillaria, Purplespot (or Leopard Lily)
Gentian, Blue
Gentian, Fringed
Gentian, Green
Geranium, Wild (or Sticky)
Gilia, Scarlet (or Rocket)
Globemallow, Mountain
Goldenrod, Missouri
Groundsel, Western
Harebell, Roundleaf
Hawksbeard
Heartleaf, Bunchberry
Heuchera
Hollyhock, Orange
Iris, Rocky Mountain
Kinnikinnick
Larkspur, Duncecap
Larkspur, Golden-eye
Larkspur, Upland
Lily, Leopard
Lily, Sego
Lousewort, Bracted
Lousewort, Towering
Lousewort, Yellow
Lupine
Meadowrue
Monkeyflower
Monkshood
Monnaglory
Mule's Ears
Onion, Shot-style
Orchid, Calypso
Oregongrape or Creeping Barberry
Paintbrush, Common Indian
Paintbrush, Foothills
Paintbrush, Sulphur
Paintbrush, Wyoming
Parnassia, Rock Mountain
Parsley, Cow
Parsley, Desert
Penstemon, One-sided
Phacelia, Purple Fringe
Phacelia, Silky
Phacelia, Silverleaf
Phlox, Carolina
Phlox, Long-leaf
Pinedrops, Woodland
Prairie Smoke (Avens)
Raccoon
Raspberries, Rose
Rabbitbrush
Rose, Wild (Nootka)
Salsify, Yellow (Goatsbeard)
Shooting Star, Slimpod
Solomon's Seal
Strawberry, Wild
Stonecrop
Sunflower, One-headed
Sweetvetch
Thistle, Bull
Thistle, Canada
Thistle, Elk
Thistle, Event
Thistle, Musk
Valerian
Vetch, Bird
Vetch, Bush
Violet, Yellow
Waterleaf
Wintergreen, One-sided
Wallflower
Yampah, Common
Yarrow

SHRUBS
Bitterbrush
Bittersweet
Buffaloberry
Chokecherry
Currant
Elderberry
Honeysuckle, Utah
Oregon Whortleberry
Raspberry
Sagebrush
Serviceberry
Shrubby Cinquefoil
Shrub Willow
Snowberry
Snowbush
Spirea
Spreading Dog Bane
Twinberry
Western Thimbleberry

TREES
Aspen
Douglas Fir
Engelmann Spruce
Limber Pine
Lodgepole Pine
Sub-Alpine Fir
Whitebark Pine

MUSHROOM
Puffball

BIRDS
Bluebird, Mountain
Bunting, Painted
Chickadee, Mountain
Crane, Sandhill
Creeper, Brown
Crossbill, Red
Duck, American Wigeon
Duck, Blue-winged Teal
Duck, Green-winged Teal
Duck, Mallard
Duck, Merganser
Duck, Pintail
Duck, Scaup
Duck, Shoveler
Eagle, Bald
Eagle, Golden
Flicker, Common
Flicker, Red-Shafted
Frech, Cassin's
Goose, Canada
Goshawk
Grosbeak, Black-headed
Grosbeak, Evening
Grosbeak, Pine
Grouse, Ruffed
Grouse, Sage
Hawk, Marsh (Harrier)
Hawk, Red-Tailed
Hawk, Sparrow (Kestrel)
Hawk, Swainson's
Heron, Great Blue
Hummingbird, Black-chinned
Hummingbird, Calliope
Hummingbird, Rufous
Jay, Gray
Jay, Stellar's
Junco, Dark-Eyed
Killdeer
Kingfisher, Belted
Kinglet, Ruby-Crowned
Nighthawk
Nuthatch, Red-Breasted
Nutcracker, Clark's
Owl, Great Grey
Owl, Great Horned
Raven
Robin
Sandpiper, Western
Sapsucker, Williamson's
Sapsucker, Yellow-bellied
Siskin, Pine
Snipe, Common
Solitaire, Townsend's
Sparrow, Chipping
Sparrow, White-Crowned
Swallow, Cliff
Swallow, Tree
Tanager, Western
Thrush, Swainson's
Vireo, Solitary
Woodpecker, Hairy
Woodpecker, Northern 3-
Toad
Warbler, Audobon's
Warbler, Townsend
Warbler, Yellow
Warbler, Yellow Rump
Wren, Rock
Yellowthroat, Common

MAMMALS
Antelope, Pronghorn
Badger
Bat, Little Brown
Bat, Long-eared Myotis
Beaver
Bear, Black
Bobcat
Chipmunk, Least
Chipmunk, Yellow Pine
Cottontail, Mountain
Coyote
Deer, Mule
Elk
Fox, Red
Fox, Swift
Gopher, Pocket
Hare, Snowshoe
Lion, Mountain
Moose
Mouse, White-footed Deer
Muskrat
Pine Marten
Porcupine
Rat, Pack
Skunk
Squirrel, Red
Squirrel, Uinta Ground
Vole
Weasel, Ermine

REPTILES
Salamander, Giant
Snake, Green
Toad, Western Red Squirrel

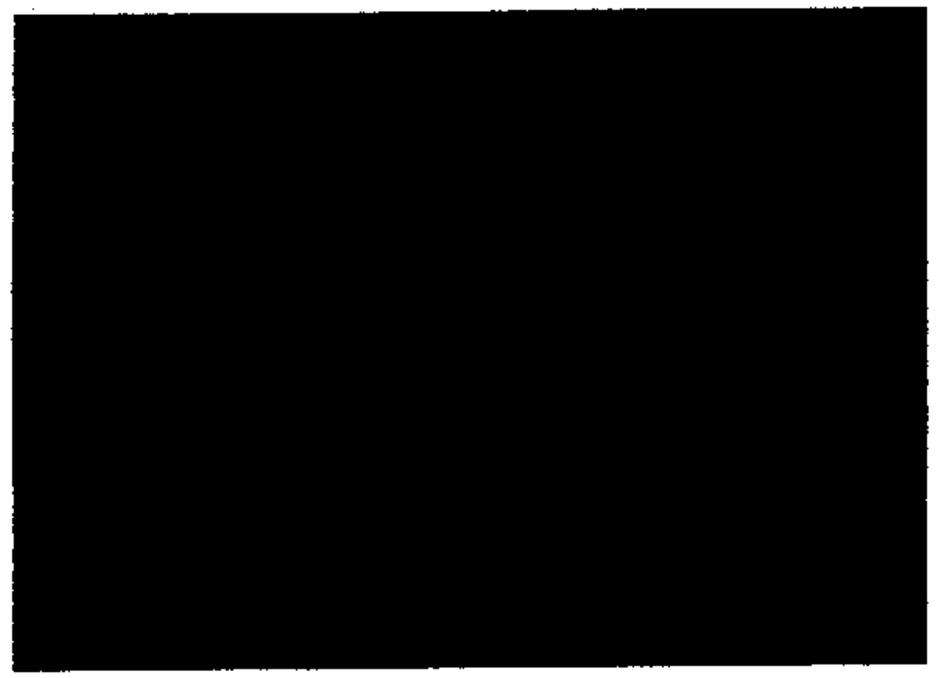
BUTTERFLIES
Admiral, Weidemeyer's
Hairstreak, Blue Azure
Fritillary

APPENDIX C

Description of 50-acre Chilcote Property Photographs

Photo #	Photo Description
1.	N view from east boundary to Fisherman Creek Road
2.	W view from east boundary to conifers and small meadow
3.	S view of sagebrush and conifers and future location of horse corral
4.	NW view from home site area to northwest corner
5.	S view (uphill) of home site area (close-up) and meadow
6.	S view (uphill) of home site area and meadow
7.	SW view of west boundary and willow bottom in NW corner
8.	NW view of willow bottom, South Fisherman Creek drainage
9.	SW view of SW corner and willow bottom
10.	NW view of willow bottom and adjacent Sky Mountain Ranch (Pearson/Boye) easement property.
11.	E view to Fisherman Creek Road and willow bottom
12.	SE view of sagebrush/shrub-scrub meadow and home site area
13.	E view of willow bottom along South Fisherman Creek
14.	S view of willow bottom along western drainage to SW corner
15 & 16.	Panorama of home site area and open space from NW corner
16 & 17.	Panorama of home site area and willow bottom from NW corner
18.	S view of old access and culvert from NE corner
19.	W view of South Fisherman Creek along north boundary from NE corner
20.	SE view of culvert in access road from NE corner

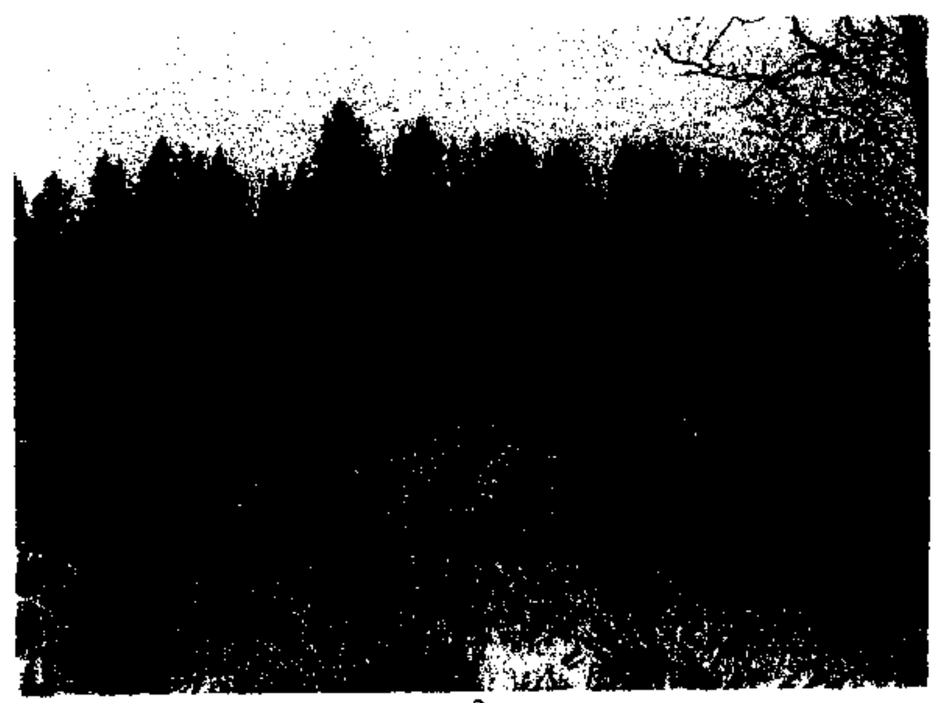
Appendix D
Photographic Documentation of the Chilcote (50a) Property
All Photos Taken 11/28/01



1

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 1	556768	4773889	E property boundary, view to N	0°
Photo # 2	556768	4773889	E property boundary, view to W	270°



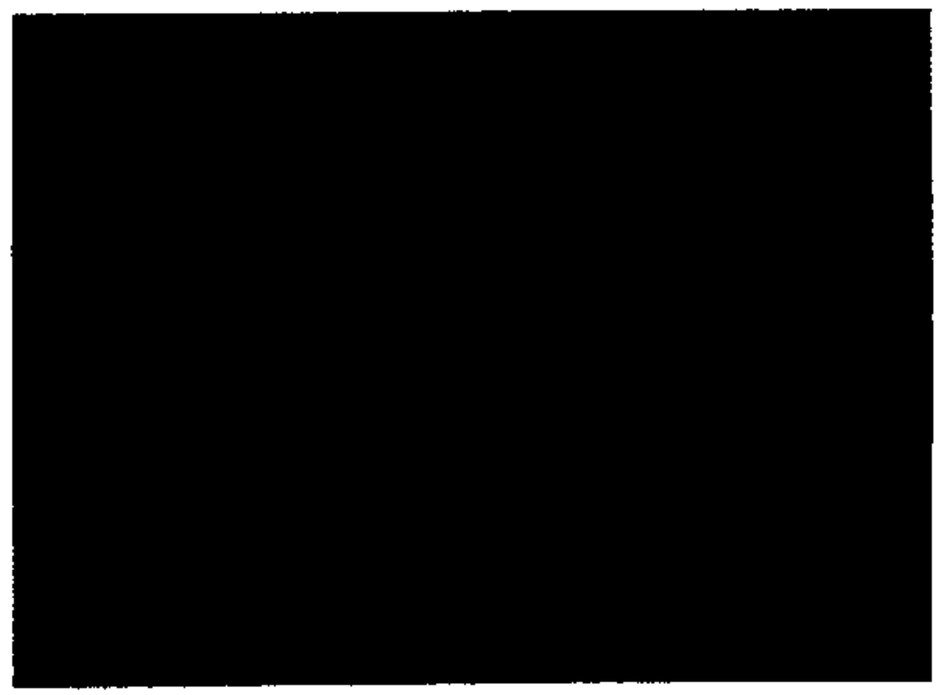
2



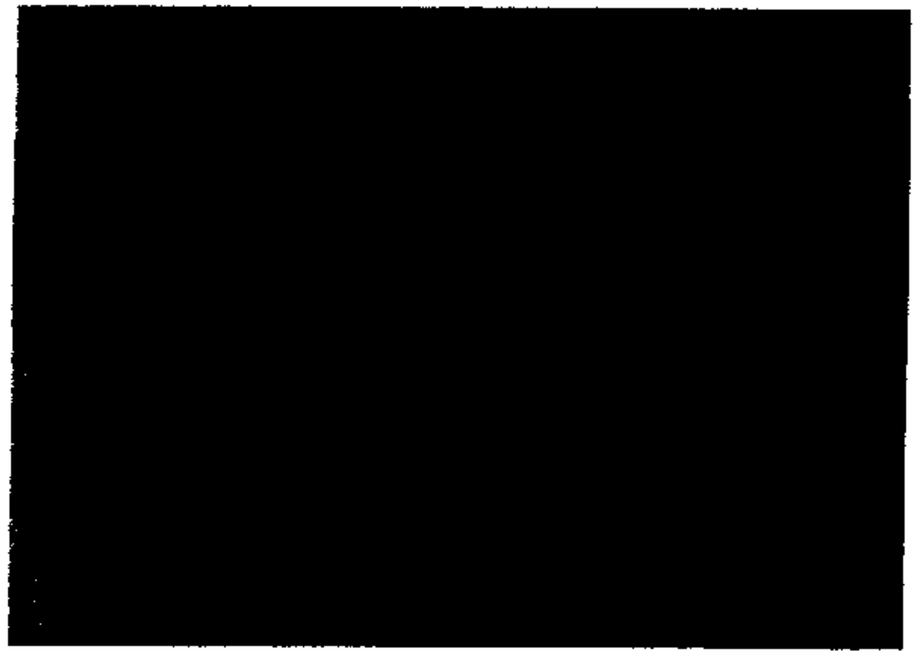
3

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 3	556684	4773894	Future location for corral	150°
Photo # 4	556607	4773912	View NW from home site area	280°



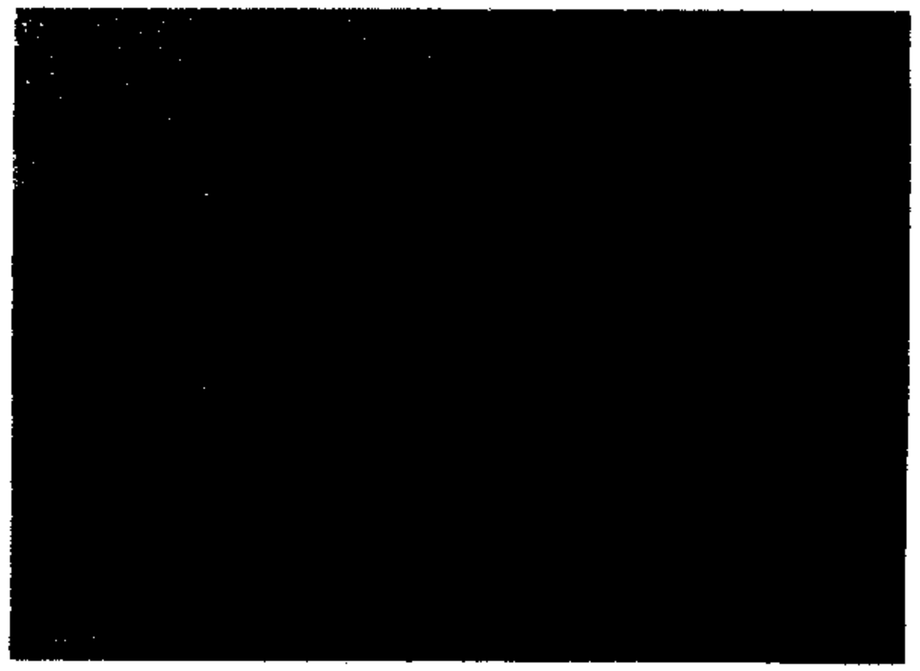
4



5

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 5	556579	4773936	View of home site area	150°
Photo # 6	556544	4773948	View of home site area	120°



6



7

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 7	556544	4773948	Willow bottom	240°
Photo # 8	556544	4773948	Willow bottom, view of Fisherman Ck Rd	300°



8

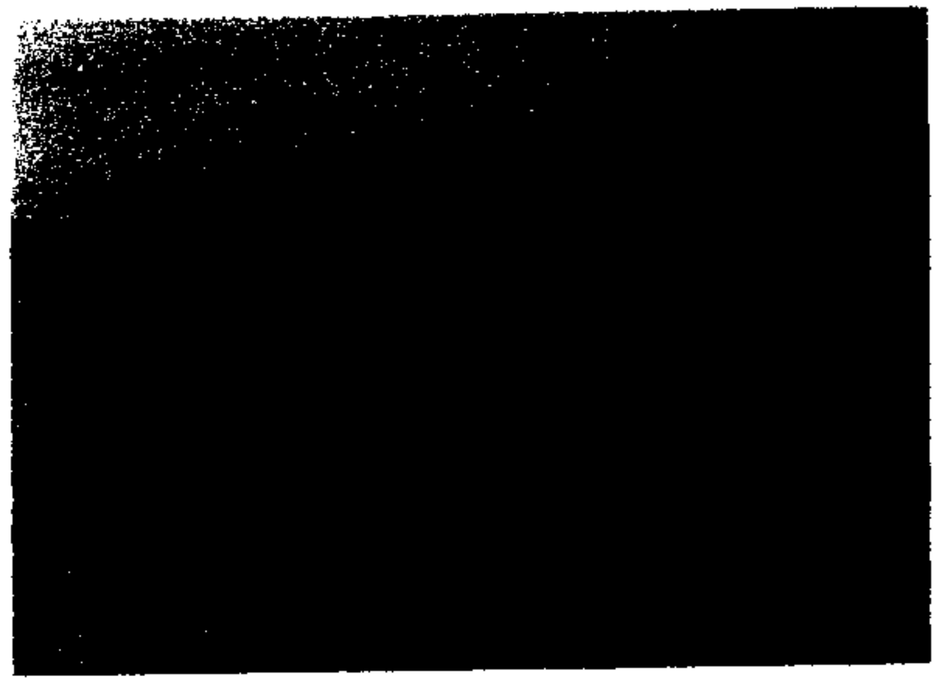
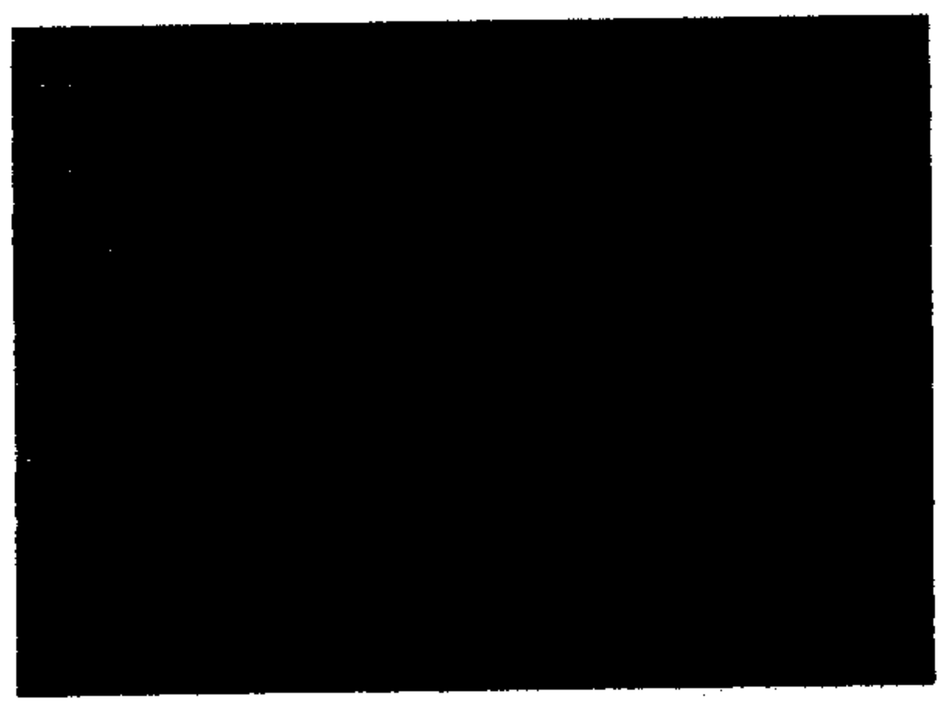


Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 9	556457	4773985	View of SW property corner	210°
Photo # 10	556457	4773985	View of NW property corner	300°



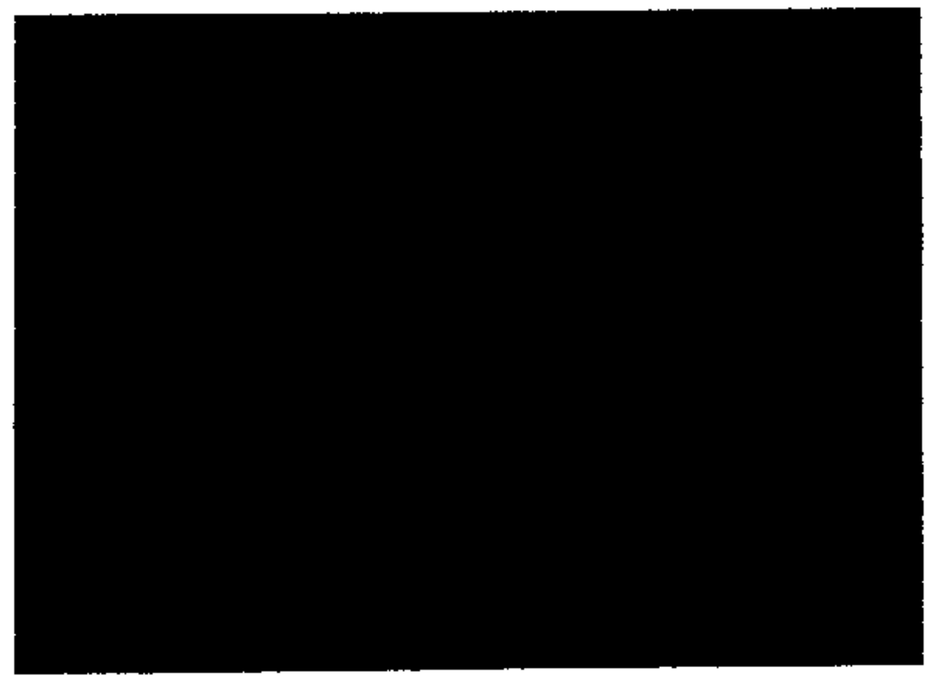
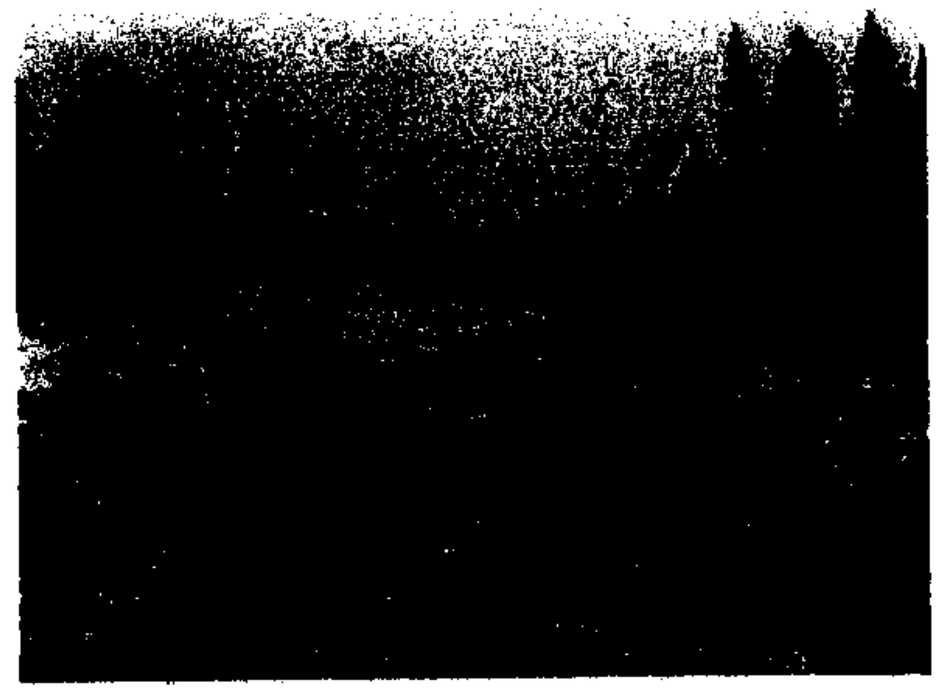


Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 11	556457	4773985	View to NE corner along Fisherman Creek Rd.	60°
Photo # 12	556457	4773985	View of home site area	100°





13

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 13	556374	4774045	Willow bottom looking E	80°
Photo # 14	556374	4774045	Willow bottom looking S	200°



14



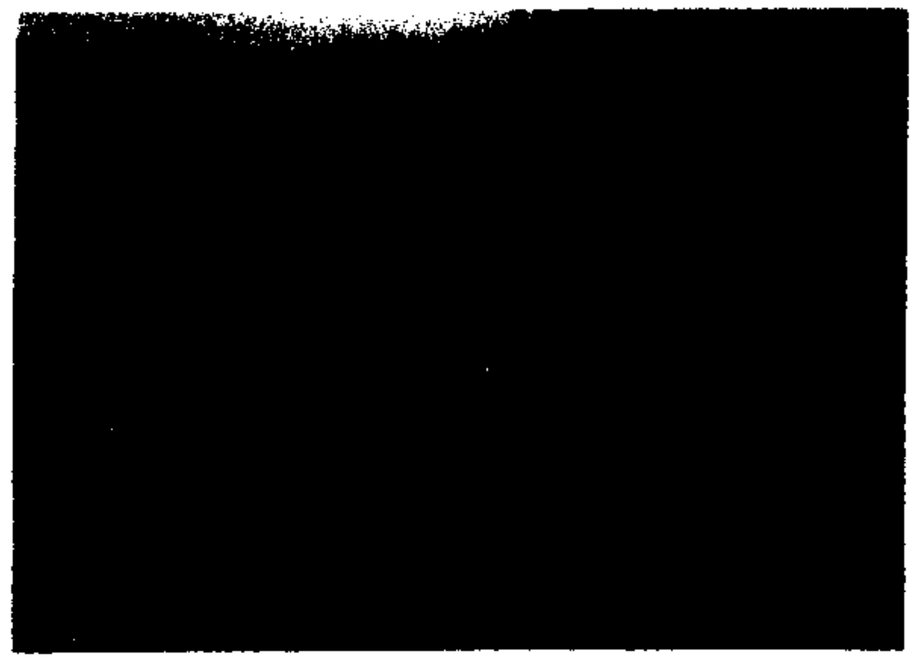
16, 15

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 15	556277	4774120	Open space on southern section of property	140°
Photo # 16	556277	4774120	Open space, home site area	120°
Photo # 17	556277	4774120	Open space, willow bottom across S section of property	90°



17, 16



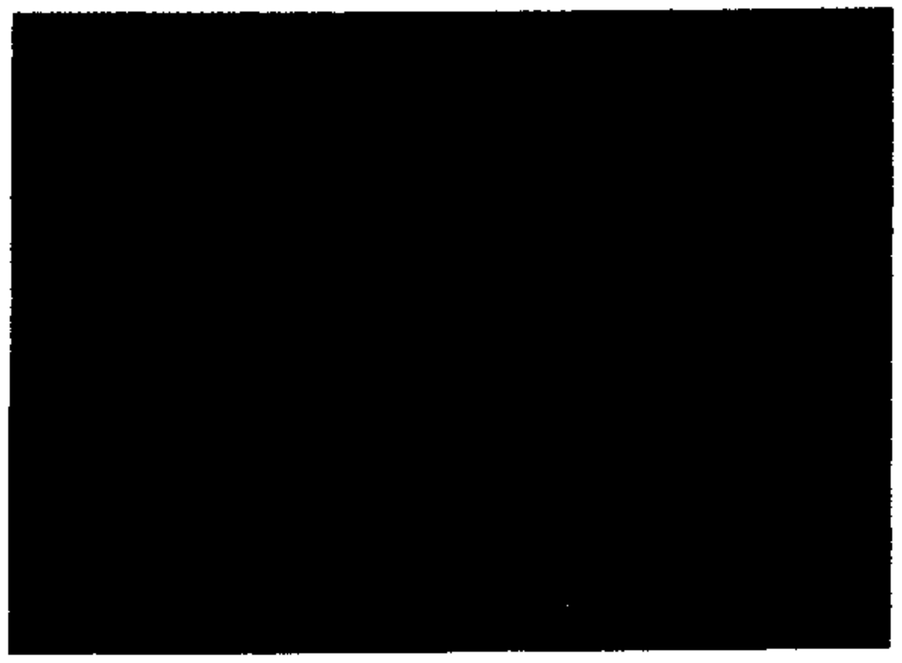
18

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 18	556756	4774081	Access road to property from NE corner	190°
Photo # 19	556756	4774081	View along N boundary from NE corner	260°



19



20

Photo Points of the Property

POINTS	EASTING	NORTHING	COMMENTS	ROTATION
Photo # 20	556772	4774072	Culvert in access road	120°

AFFIDAVIT OF TRUST

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Mercedes A. Huff, being first duly sworn according to law, deposes, states and affirms as follows:

1. That she is an adult and competent to testify as to the matters set forth herein in open Court.

2. That she is one of the Trustees of the Huff Foundation.

3. That the Huff Foundation is a trust, created pursuant to that instrument dated SEPTEMBER 14, 2000.

4. That John P. Huff, Jr. is a trustee of the Huff Foundation.

5. That Mercedes A. Huff and John P. Huff, Jr., as Trustees of the Huff Foundation, are authorized and empowered, under the terms of the instrument creating the Huff Foundation, to convey real property interests owned by the Huff Foundation.

6. That this Trust Affidavit is executed and recorded to correct the Trustee designation in the Special Warranty Deed recorded in Book 41 of Warranty Deeds at page 393 in the Sublette County Clerk's Office.

Dated this 6TH day of DECEMBER, 2001.

Mercedes A. Huff, Trustee
Mercedes A. Huff, Trustee

Subscribed to and sworn before me by Mercedes A. Huff as Trustee of the Huff Foundation, this 6th day of December, 2001.

Witness my hand and official seal.

HOPE McKENZIE - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Jan. 2, 2005

Hope McKenzie
Notary Public

My Commission expires: 1/2/05

288057

RECORDED Dec. 31 2001 8:55 A.M.
IN BOOK 73 Misc. PAGE 216
FEES $ 6.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

ROADWAY EASEMENT

MLN Enterprises, L.L.C., a Wyoming Limited Liability Company, hereinafter referred to as Grantor, and, in exchange for the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant and covey unto **Tharon Greenwood**, a married person dealing with her sole and separate property, hereinafter referred to as Grantee, and to her heirs and assigns, a non-exclusive easement over and on the following described real property, to-wit:

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

This easement is granted on the following terms and conditions:

1. This easement is private and non-exclusive in nature. Grantors reserve all rights not specifically granted herein.
2. This easement is granted for ingress and egress for residential and agricultural purposes and the placement of utility services incident to such uses only.
3. Grantee shall have the right to construct, maintain and repair a roadway and install, maintain and repair utility services on, under and over this easement.
4. This easement is for the benefit of and shall attach to, run with and be appurtenant to the real property of the Grantee described as:

   Township 30 North, Range 111 West, 6th P.M., Sublette County, Wyoming

   Section 32: N½NE¼SE¼
   Section 33: NW¼NW¼SW¼

288116

DATED this 19th day of November, 2001.

RECORDED Jan 3 2002 10:15 AM
IN BOOK 73 Misc. PAGE 217
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoto

MLN Enterprises, L.L.C.

Clarence Davis

BY: Clarence W. Davis, Jr.,
ITS: Manager

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing ***Roadway Easement*** was acknowledged before me by Clarence W. Davis, Jr., the duly authorized manager of MLN, L.L.C., this 19th day of November, 2001.

WITNESS MY HAND AND OFFICIAL SEAL

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

Amber Hammer
NOTARY PUBLIC

My Commission Expires: NOV. 08, 2003

COPY

DESCRIPTION

FOR

BALL – GREENWOOD ROAD

FROM

MONTE NORRIS ESTATE

To-wit:--

A strip of land forty (40) feet in width being part of the SE¼NW¼ of Section 32, T30N, R111W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 43+96.48 of the north line of said SE¼NW¼, N87°-24'W, 240.47 feet from the northeast corner of said SE¼NW¼ found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

thence S46°-17'E, 333.17 feet to Station 47+29.65 on the east line of said SE¼NW¼, S00°-10'E, 219.29 feet from said northeast corner;

the side lines of said forty (40) foot easement to be extended or shortened to meet at angle points and to terminate at the east and north lines of said SE¼NW¼;

all in accordance with the plat prepared to be filed in said Office titled, "AMENDED MAP OF BALL – GREENWOOD ROAD WITHIN SECTIONS 29, 30 AND 32 T30N, R111W SUBLETTE COUNTY, WYOMING."

13 December 2000

Revised 2 February 2001

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. 5689
Idaho Registration No. 8028
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"

RELEASE OF EASEMENT

THARON GREENWOOD, a married woman dealing with her sole and separate property, GRANTOR for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, RELEASES to Margaret S. Ball all right, title and interest in the following described easement, situate in Sublette County, Wyoming, and hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming, to-wit:

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

The easement herein released is recorded in Book 28 of Miscellaneous at Page 320, and was originally granted for the benefit of lands including the following described real property of the Grantee described as:

Township 30 North, Range 111 West, 6th P.M., Sublette County, Wyoming:

Section 32: N½NE¼SE¼
Section 33: NW¼NW¼SW¼

WITNESS MY HAND this 7th day of December 2001.

Tharon Greenwood
Tharon Greenwood

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing ***Release of Easement*** was acknowledged before me by Tharon Greenwood this 7th day of December, 2001.

WITNESS MY HAND AND OFFICIAL SEAL

Amber Hammer
NOTARY PUBLIC

My Commission Expires: NOV. 08, 2003

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

288117

RECORDED Jan 3 2002 10:15 AM
IN BOOK 73 Misc. PAGE 219
FEES $ 8.00 Margaret S. Ball COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scaton

Description for

BALL-GREENWOOD ROAD

from

FRANK D. BALL, III

to

JAMES A. GREENWOOD, JR.

To-wit:--

A strip of land forty feet in width being part of the SW¼SW¼ of Section 29 and the NW¼NW¼, NE¼NW¼, NW¼NE¼, SW¼NE¼ and SE¼NE¼ of Section 32, T50N, R111W, Sublette County, Wyoming with the center-line described as follows:

Beginning at Station 14+05.0 on the west line of said Section 29, N00°-06'W, 335.0 feet from the southwest corner of said Section 29 where found a 2" galvanized steel pipe 30" long with brass cap inscribed

"PAUL H. SCHERBEL RLS164 BIG PINEY WYOMING T50N R111W $\frac{S30 \mid S29}{S31 \mid S32}$ 1972";

thence S83°-10'E, 198.6 feet to Station 16+03.6;

thence S71°-31'E, 359.0 feet to Station 19+62.6;

thence S50°-50'E, 381.2 feet to Station 23+43.8 on the south line of said Section 29, N87°-18'W, 1804.0 feet from the south one-quarter corner of said Section 29 where found a red-gray quartzite stone 9"x8"x7";

thence S47°-21'E, 670.2 feet to Station 30+14.0;

thence S45°-59'E, 1287.7 feet to Station 43+01.7;

thence S87°-43'E, 397.3 feet to Station 46+99.0;

thence S00°-50'E, 493.6 feet to Station 51+92.6;

thence S32°-35'E, 255.9 feet to Station 54+48.5;

thence S44°-27'E, 929.7 feet to Station 63+78.2;

thence S88°-44'E, 371.8 feet to Station 67+49.8, N00°-48'W, 1330.9 feet from the east one-quarter corner of said Section 32 where found a quartzite stone 8"x8"x8";

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

all in accordance with the map prepared and filed for the BALL-GREENWOOD ROAD.

Paul H. Scherbel
Land Surveyor
Registration No. 164
Big Piney, Wyoming 83113

ROADWAY EASEMENT

Margaret S. Ball, a single person, hereinafter referred to as Grantor, and, in exchange for the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant and covey unto **Tharon Greenwood**, a married person dealing with her sole and separate property, hereinafter referred to as Grantee, and to her heirs and assigns, a non-exclusive easement over and on the following described real property, to-wit:

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

This easement is granted on the following terms and conditions:

1. This easement is private and non-exclusive in nature. Grantors reserve all rights not specifically granted herein.
2. This easement is granted for ingress and egress for residential and agricultural purposes and the placement of utility services incident to such uses only.
3. Grantee shall have the right to construct, maintain and repair a roadway and install, maintain and repair utility services on, under and over this easement.
4. This easement is for the benefit of and shall attach to, run with and be appurtenant to the real property of the Grantee described as :

   Township 30 North, Range 111 West, 6th P.M., Sublette County, Wyoming

   Section 32: N½NE¼SE¼
   Section 33: NW¼NW¼SW¼

DATED this 23rd day of October, 2001.

Margaret S. Ball
Margaret S. Ball

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing ***Roadway Easement*** instrument was acknowledged before me by Margaret S. Ball, this 23rd day of October, 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: 24 April 2004

288118

RECORDED Jan 3 2002 10:15 AM
IN BOOK 73 Misc. PAGE 221
FEES $ 10.00 M L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

COPY

DESCRIPTION

FOR

BALL – GREENWOOD ROAD

FROM

MARGARET S. BALL, a single person

To-wit:--

A strip of land forty (40) feet in width being part of the SE¼SE¼ of Section 30; SW¼SW¼ of Section 29, and N½NW¼ of Section 32, T30N, R111W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 0+00 on the east right-of-way line of Wyoming State Highway 189, N51°-57'W, 1528.4 feet from the southeast corner of said Section 30 found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

thence S85°-32'E, 247.7 feet to Station 2+47.7;

thence S59°-09'E, 188.2 feet to Station 4+35.9;

thence S71°-04'E, 508.4 feet to Station 9+44.3;

thence S50°-46'E, 210.3 feet to Station 11+54.6;

thence S56°-59'E, 180.23 feet to Station 13+34.83 on the east line of said Section 30, N00°-04'W, the base bearing for this survey, 428.84 feet from said southeast corner;

thence S64°-05'E, 677.17 feet to Station 20+12.00;

thence S58°-44'E, 436.02 feet to Station 24+48.02 on the south line of said Section 29, N87°-16.5'W, 1655.02 feet from the south one-quarter corner of said Section 29 found as described in the Corner Record filed in said Office;

thence S46°-43'E, 1948.46 feet to Station 43+96.48 on the south line of said N½NW¼, N87°-24'W, 240.47 feet from the southeast corner of said N½NW¼ found as described in the Corner Record filed in said Office;

the sidelines of said forty (40) foot easement to be extended or shortened to meet at angle points and to terminate on the south line of said N½NW¼;

all in accordance with the plat prepared to be filed in said Office titled, "AMENDED MAP OF BALL – GREENWOOD ROAD WITHIN SECTIONS 29, 30 AND 32 T30N, R111W SUBLETTE COUNTY, WYOMING."

and

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 154
Idaho Registration No. 3990
Utah Registration No. 1670
Nevada Registration No. 6805

Scott A. Scherbel
Wyo. Registration No. 3669
Idaho Registration No. 9026
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"

DESCRIPTION

FOR

BALL – GREENWOOD ROAD

FROM

MARGARET S. BALL, a single person

PAGE TWO

a strip of land forty (40) feet in width being part of the SE¼NE¼ of Section 32, T30N, R111W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 64+61.53 on the south line of said SE¼NE¼, N87°-28'W, 1293.38 feet from the east one-quarter corner of said Section 32 found as described in the Corner Record filed in the said Office;

thence N38°-33'W, 40.20 feet, more or less, to an intersection with the west line of said SE¼NE¼, N00°-10'W, 32.52 feet, more or less, from the Southeast corner of said SW¼NE¼ found as described in the Corner Record filed in the said office;

the side lines of said forty (40) foot easement to be extended or shortened to meet at angle points and to terminate at the west and south lines of said SE¼NE¼;

all in accordance with the plat prepared to be filed in said Office titled, "AMENDED MAP OF BALL – GREENWOOD ROAD WITHIN SECTIONS 29, 30 AND 32 T30N, R111W SUBLETTE COUNTY, WYOMING."

13 December 2000

Revised 2 February 2001

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3990
Utah Registration No. 1670
Nevada Registration No. 6605

Scott A. Scherbel
Wyo. Registration No. 3889
Idaho Registration No. 8026
Utah Registration No. 172111

Marlowe A. Scherbel
Wyo. Registration No. 5398

Surveyor Scherbel, LTD.
Alton, 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"

ROADWAY EASEMENT

Roger A. Ball and Rebecca Bradley Ball, Husband and Wife, hereinafter referred to as Grantors, and, in exchange for the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant and covey unto **Tharon Greenwood**, a married person dealing with her sole and separate property, hereinafter referred to as Grantee, and to her heirs and assigns, a non-exclusive easement over and on the following described real property, to-wit:

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

This easement is granted on the following terms and conditions:

1. This easement is private and non-exclusive in nature. Grantors reserve all rights not specifically granted herein.
2. This easement is granted for ingress and egress for residential and agricultural purposes and the placement of utility services incident to such uses only.
3. Grantee shall have the right to construct, maintain and repair a roadway and install, maintain and repair utility services on, under and over this easement.
4. This easement is for the benefit of and shall attach to, run with and be appurtenant to the real property of the Grantee described as :

   Township 30 North, Range 111 West, 6th P.M., Sublette County, Wyoming

   Section 32: N½NE¼SE¼
   Section 33: NW¼NW¼SW¼

288119 DATED this 31st day of October, 2001.

RECORDED Nov 3 2001 10:15AM
IN BOOK 73 Misc. PAGE 224
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

Roger A. Ball

Rebecca Bradley Ball

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing ***Roadway Easement*** instrument was acknowledged before me by Roger A. Ball and Rebecca Bradley Ball, this 31 day of October, 2001.

WITNESS MY HAND AND OFFICIAL SEAL

JENNIFER OLSEN
NOTARY PUBLIC • STATE of UTAH
905 E. 100 SO. STE 140
SALT LAKE CITY, UT 84102
COMM. EXP. 03-20-05

NOTARY PUBLIC

My Commission Expires: 3-20-05

COPY

DESCRIPTION

FOR

BALL – GREENWOOD ROAD

FROM

ROGER A. BALL AND REBECCA BRADLEY BALL, husband and wife

To-wit:--

A strip of land forty (40) feet in width being part of the SW¼NE¼ of Section 32, T30N, R111W, Sublette County, Wyoming with the center-line described as follows:

BEGINNING at Station 47+29.65 on the west line of said SW¼NE¼, S00°-10'E, 212.29 feet from the northwest corner of said SW¼NE¼ found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

thence S46°-00'E, 301.06 feet to Station 50+30.77;

thence S47°-36'E, 268.22 feet to Station 52+98.93;

thence S50°-07.5'E, 345.56 feet to Station 56+44.49;

thence S50°-24.5'E, 249.42 feet to Station 58+93.91;

thence S53°-15'E, 480.68 feet to a Station 63+74.59;

thence S33°-38'E, 46.74 feet, more or less, to an intersection with the east line of said SW¼NE¼, N00°-10'W, 32.52 feet, more or less from the southeast corner of said SW¼NE¼ found as described in the Corner Record filed in the said Office;

the side lines of said forty (40) foot easement to be extended or shortened to meet at angle points and to terminate at the west and east lines of said SW¼NE¼;

all in accordance with the plat prepared to be filed in said Office titled, "AMENDED MAP OF BALL – GREENWOOD ROAD WITHIN SECTIONS 29, 30 AND 32 T30N, R111W SUBLETTE COUNTY, WYOMING."

13 December 2000

Professional Land Surveyors

Paul N. Scherbel
Wyo. Registration No. 164
Idaho Registration No. 3990
Utah Registration No. 1870
Nevada Registration No. 5805

Scott A. Scherbel
Wyo. Registration No. 3883
Idaho Registration No. 8026
Utah Registration No. 272111

Marlowe A. Scherbel
Wyo. Registration no. 5386

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"

Rlsd Bk 89 misc pg. 458 4/15/09 226

PROMISSORY NOTE

$88,239.62
Maturity Date- December 1, 2021

December 1, 2001
Pinedale, Wyoming

For value received , the undersigned promises to pay Thomas Stratton Brown and Carol Elizabeth Brown , husband and wife , or order the principal sum of EIGHTY EIGHT THOUSAND TWO HUNDRED AND THIRTY NINE DOLLARS AND SIXTY TWO CENTS ($88,239.62) with interest on the unpaid balance from December 1, 2001, at the rate of seven percent (7%) per annum , principal and interest shall be paid to payees, Thomas Stratton Brown and Carol Elizabeth Brown, husband and wife with the check being sent to 12743 20th Ave., Marion, Michigan 49655 or such place as the payees may designate.

The principal sum of $88,239.62, together with interest thereon at the rate of 7% per annum commencing December 1, 2001, shall be payable as follows: The sum of $684. 60 on the Ist day of each and every month thereafter until December 1, 2021, at which time the balance , together with accrued interest , shall be paid in full.

All payments received by the holder shall be applied first to interest as herein provided , and the balance thereof shall be applied toward the reduction of principal. The undersigned may prepay the unpaid principal balance at any time without penalty.

Time is of the essence of this Note, and the holders may, at their option declare , the entire balance of said debt due and collectible in the event of default in payment of any installment for a period of 30 days. In the event the payors fail to make their monthly payments by the 1st day of each month in which such payments are due, there shall be a late charge of 4% of the monthly payments which shall be due and owing 15 days after such monthly payment is due which payors shall pay to the holders.

In the event of default in payment of this note and same is placed in an attorney's hands for collection, the undersigned do hereby agree to pay a reasonable sum for attorney's fees and foreclosure fees, and in addition thereto , the undersigned agree to pay all costs and expenses of suit to enforce its collection or the foreclosure of the mortgage deed securing payment thereof.

(THIS NOTE DATED 12/01/01 WILL NOW TAKE OVER THE NOTE THAT WAS ON PLACE ON (12/1/1999) BETWEEN THE SAME PARTIES.)

Monta Faye Brown
Monta Faye Brown

288122

RECORDED Jan 3 2002 1225 PM
IN BOOK 73 Misc PAGE 226
FEES $ 8.00 Mary L Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoore

ATTACHMENT TO PROMISSORY NOTE DATED DECEMBER 1, 2001:

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me this 3rd day of January 2002 by Monta Faye Brown.

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

AFFIDAVIT

State of Wyoming)
)ss.
County of Sublette)

COMES NOW, Josh Johnson, being sworn on oath according to law, does hereby make the following statements of fact and affirm:

1. THAT he works for Rio Verde Engineering.

2. THAT Rio Verde Engineering's address is:
Rio Verde Engineering
P. O. Box 642
Pinedale, WY 82941

3. THAT he was Survey Crew Chief working under the supervision of John T. Doyle, PLS 346 while setting corners for Travis and Laurel Bing's Lot Division.

4. THAT the Bing Lot Division Plat is filed in the Office of the Clerk of Sublette County, Wyoming, in Book 72, Misc., page 219.

5. THAT all corners are set as shown on the Bing Lot Division Plat.

6. THAT the northeast corner of Lot 1 of the Bing Lot Division fell in the Boulder Canal Irrigation Ditch.

7. THAT a witness corner to the northeast corner was set and was not shown on the Bing Lot Division Plat.

8. THAT the witness corner was a 2-1/2 inch aluminum cap set 8 feet north of the northeast corner of Lot 1 on the line between the southeast corner of Section 12 and the E/4 corner of Section 12, T.32N., R.108W. of the 6th P.M., Sublette County, Wyoming.

Josh Johnson
Josh Johnson

The foregoing instrument was acknowledged before my by Josh Johnson this 4th day of January, 2002.

Witness my hand and official seal.

Cheryl A. Eatinger
Notary Public

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2005

My Commission expires: 2/23/2005

288147
RECORDED Jan 7 2002 11:05 AM
IN BOOK 73 Misc. PAGE 228
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

Notice of Lien Release

Hereby take notice that Meadow Canyon Estates Property Owners Association c/o P.O. Box 371, Big Piney, WY 83113 releases the lien recorded June 22, 2001 at 3:00 PM in Book 72 of Miscellaneous, page 326 with Mary Lankford, County Clerk, Sublette County, Pinedale, Wyoming against certain real property for unpaid assessments, interest and attorney's fees. The real property against which said lien release 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 of the Clerk, Sublette County, Wyoming. Together with all improvements and appurtenances thereunto attached or appertaining.

This lien was claimed in the total amount of $650.78. This amount was due for the following charges, together with interest on the delinquent assessments:

May, 1997	1997 Assessment	$150.00
	Past due 11-97 interest @ 8%	$ 54.07
May, 1998	1998 Assessment	$ 75.00
	Past due 11-98 interest @ 8%	$ 19.48
May, 1999	1999 Assessment	$ 75.00
	Past due 11-99 interest @ 8%	$ 12.48
May, 2000	2000 Assessment	$ 75.00
	Past due 11-2000 interest @ 8%	$ 6.00
May, 2001	2001 Assessment	$ 75.00
	Past due 11-2001 interest @ 8%	
Attorney Fee		$108.75
Total Due		**$650.78**

Principal	$450.00
Interest	$ 92.03
Attorney Fee	$108.75

288156

RECORDED January 7 2002 1:30 PM
IN BOOK 73 Miscellaneous PAGE 229
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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, provided 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 were unpaid and delinquent and Meadow Canyon Estates Property Owners Association claimed a lien for the said amount. These Amended Restrictive Covenants also provide for reasonable attorney's fees incurred in the collection of delinquent assessments.

The record owners of said Lot Eight are Jimmie M. Donald and Norma Jean Donald.

IN WITNESS WHEREOF, the undersigned has hereto set its hand this 22nd day of December. 2001.

Meadow Canyon Estates Property Owners Association

By: James L. Robertson
President

ATTEST:
BY: Kristel Blair
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Notice of Lien Release** 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 22nd day of December, 2001.

Witness my hand and official seal.

BARBARA A WELLS Notary Public
County of Sublette State of Wyoming
My Commission Expires 9-16-2005

Barbara A Wells
NOTARY PUBLIC

My Commission Expires:

UNITED STATES OF AMERICA §
STATE OF TEXAS §
COUNTY OF HARRIS §
CITY OF HOUSTON §

CERTIFICATE

K. K. Westall, of lawful age, first being duly sworn on oath, deposes and says:

1. That she is the duly elected, qualified and acting Assistant Secretary of BP America Production Company, formerly known as Amoco Production Company (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, and certifies to the following:

a. Vastar Resources, Inc. merged with Amoco Production Company on December 31, 2001, with Amoco Production Company being the surviving corporation;

b. On December 31, 2001, Amoco Production Company changed its name to BP America Production Company.

Executed in the City of Houston and State of Texas on this the 31 day of December, 2001.

K K Westall
K. K. Westall

Subscribed and sworn to before me
this 31 day of December, 2001.

Nikki R Macres
Notary Public, State of Texas

NIKKI R. MACRES
MY COMMISSION EXPIRES
November 29, 2003

288195

RECORDED Jan 10 2002 10:50 AM
IN BOOK 73 Misc. PAGE 231
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

AFFIDAVIT

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

ERIC JUEL, of lawful age, being first duly sworn upon his oath according to law, deposes and says:

1. That PAUL CHRISTOPHER JUEL, JR, died testate at Rock Springs, Sweetwater County, Wyoming, on October 28, 1990.

2. That on the 22nd day of April, 1989, Elliott Juel Ray, Paul Christopher Juel, Jr., and Eric Juel, as joint tenants with full right of survivorship, and not as tenants in common, purchased the following described real property from Margaret Juel Ray, a widowed women:

> East Half of the West Half (E1/2W1/2) and West Half of the East Half (W1/2E1/2) of Section Nine (9), Township Twenty-Eight (28) North, Range One Hundred Four (104) West of the Sixth (6th) Principal Meridian, together with all improvements thereon, and easements, appurtenances and incidents, belonging and appertaining thereto, and used in connection therewith, subject, however, to all mining, mineral and other reservations, exceptions, covenants and easements of record.

3. That Margaret Juel Ray, a widowed women, duly and regularly executed and delivered a Quitclaim Deed dated April 22, 1989, in favor of Elliott Juel Ray, Paul Christopher Juel, Jr., and Eric Juel, as joint tenants with right of survivorship, Grantees, which Quitclaim Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 16th day of May, 1989, in Book 9 of Quitclaim Deeds, page 83, Reception No. 224560.

4. That at the time of said purchase, and the execution and delivery of the above-described Quitclaim Deed, the conveyance of the real property hereinabove described was made to Elliott Juel Ray, Paul Christopher Juel, Jr., and Eric Juel, as joint tenants with right of survivorship, which created a joint tenancy with right of survivorship, and they owned and held the title to said real property as such joint tenants with rights of survivorship continuously from said April 22, 1989, until the death of Paul Christopher Juel, Jr. on October 28, 1990.

5. That Elliott Juel Ray and Eric Juel survived Paul Christopher Juel, Jr., and by virtue thereof, said joint tenancy with right of survivorship vested in them upon the death of said Paul Christopher Juel, Jr., and that they then became the owners, as joint tenants with right of survivorship and not as tenants in common, in fee simple of all the real property previously held with Paul Christopher Juel, Jr., as such joint tenants with rights of survivorship hereinbefore particularly described.

6. That this affidavit is made in accordance with the provisions of Section 2-9-102, Wyoming Statutes, 1977, and that the Certificate of Death hereunto annexed, and by this reference made a part of this affidavit, is a copy of the official death certificate of the decedent, Paul Christopher Juel, Jr., certified to by the public authority in which such original death certificate is made of record.

Dated this 8th day of January, 2002.

ERIC JUEL

Subscribed and sworn to before me by ERIC JUEL this 8TH day of January, 2002.

Notary Public

My commission expires:

DAVID M. PIAIA- NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 3, 2004

288197

RECORDED Jan 10 2002 10:20 AM
IN BOOK 73 Misc. PAGE 232
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Date Issued SEP 16 1999

Deputy State Registrar

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

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

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

147 — LOCAL FILE NUMBER

90-025115 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME: First PAUL; Middle CHRISTOPHER; Last JUEL, JR.
2. SEX: Male
3. DATE OF DEATH (Mo., Day, Yr.): October 28, 1990
4. SOCIAL SECURITY NUMBER: 520-28-6316
5a. AGE-Last Birthday (Years): 66
5b. UNDER 1 YEAR: Months; Days
5c. UNDER 1 DAY: Hours; Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): August 10, 1924
7. 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): Memorial Hospital of Sweetwater County
7c. CITY, TOWN, OR LOCATION OF DEATH: Rock Springs
7d. COUNTY OF DEATH: Sweetwater
8. STATE OF BIRTH (If not in U.S.A., name country): Wyoming
9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
10. SURVIVING SPOUSE (If wife, give maiden name): Mary Lee Wixon
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): Yes
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Accountant - Owner & Operator
12b. KIND OF BUSINESS OR INDUSTRY: Income Tax Service
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Sweetwater
13c. CITY, TOWN OR LOCATION: Rock Springs
13d. STREET AND NUMBER: 1405 Carbon Street
13e. INSIDE CITY LIMITS? (Specify yes or no): Yes
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes-if yes, specify Cuban, Mexican, Puerto Rican, Etc.): No ☒ Yes ☐ (Specify)
15. RACE-American Indian, Black, White, Etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+): 3½

PARENTS

17. FATHER'S NAME: First Paul; Middle Christopher; Last Juel, Sr.
18. MOTHER'S NAME: First Helen; Middle Edith; Maiden Surname Jones

INFORMANT

19a. INFORMANT-NAME (Type or Print): Mrs. Mary Juel
19b. RELATIONSHIP TO DECEDENT: Wife
19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER: 1405 Carbon Street; CITY OR TOWN: Rock Springs, Wyoming; STATE; ZIPCODE: 82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify): Burial
20b. DATE (Mo., Day, Yr.): Nov. 1,1990
20c. CEMETERY OR CREMATORY-NAME: Wataha Memorial Section Rock Springs Municipal
20d. LOCATION: CITY OR TOWN: Rock Springs, Wyoming; STATE: Wyoming
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): Peter L. Mykanovich; Number: 406
21b. NAME OF FACILITY: Vase Funeral Home; Number: 85
21c. ADDRESS OF FACILITY: 154 Elk Street, Rock Springs, Wyoming

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): Michael H. Werner M.D.
22b. DATE SIGNED (Mo., Day, Yr.): October 30, 1990
22c. HOUR OF DEATH: 9:55P M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)
To be Completed by CERTIFYING PHYSICIAN 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
To be Completed by CORONER Only
24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER (Type or Print)): Michael H. Werner, M.D., 1208 Hilltop Drive, Rock Springs, Wyoming 82901
25a. REGISTRAR (Signature): Edwina C. Mehle
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): October 30, 1990

CAUSE OF DEATH

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

Approximate Interval Between Onset and Death

a. IMMEDIATE CAUSE (Final disease or condition resulting in death): Ruptured Abdominal Aortic Aneurysm — Hours
DUE TO (OR AS A CONSEQUENCE OF):
b. Atherosclerotic Peripheral Vascular Disease — Years
DUE TO (OR AS A CONSEQUENCE OF):
c. Suspected Cardiac Disease — Years
DUE TO (OR AS A CONSEQUENCE OF):
d.

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

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

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

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

NOV 9

VR 2-89
1/89 15M

ASSIGNMENT RELEASE

KNOWN ALL MEN BY THESE PRESENTS, That COMMUNITY FIRST NATIONAL BANK, as successor to FIRST WYOMING BANK-EVANSTON, a Wyoming banking corporation, does hereby certify that a certain Assignment bearing the date of 9/2/82, made and executed by HOBACK RANCHES, INC. as Assignor, to FIRST WYOMING BANK-EVANSTON, a Wyoming banking corporation, as Assignee, conveying an interest in certain real estate therein mentioned, which Assignment was recorded in the office of the County Clerk of Sublette County, State of Wyoming on 9/9/82, in Book 41of Miscellaneous, Page 9 and relating to the following described real estate in said County, to-wit:

> Tracts 20 and 21, Sheet 7 of Hoback Ranches Subdivision, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;

is fully satisfied, released, and discharged and in consideration thereof the said COMMUNITY FIRST NATIONAL BANK, as successor to the original Assignee does hereby release said Assignment and the premises therein mentioned and does hereby quitclaim and reconvey any interest held by COMMUNITY FIRST NATIONAL BANK, as successor to the original Assignee, to HOBACK RANCHES, INC., the original Assignor, HOBACK RANCHES, INC.

DATED this 4 day of JANUARY, 20 02.

ATTEST: SEAL

Dennie McChristensen
CASHIER

COMMUNITY FIRST NATIONAL BANK

BY: Kevin Stocking
KEVIN STOCKING

ITS: VICE PRESIDENT

288208

STATE OF Wy)
) ss.
COUNTY OF Uinta)

RECORDED Jan 10 2002 3:10 p.m.
IN BOOK 75 Misc. PAGE 234
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scofield

The foregoing **Warranty Deed** was acknowledged before me by COMMUNITY FIRST NATIONAL BANK, by KEVIN STOCKING, its (title) VICE PRESIDENT, and attested to and sealed by its Cashier, this 4 day of JANUARY, 20 02.

WITNESS my hand and official seal.

Janine Leland
NOTARY PUBLIC

My Commission Expires: 8-8-2002

JANINE LELAND - NOTARY PUBLIC
COUNTY OF UINTA
STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 8, 2002

DRIVEWAY EASEMENT

This instrument is duly executed and delivered effective as of January 10, 2002 by the undersigned Grantor.

Recitals:

a. Grantor is the owner of Tracts 20 and 21, Sheet 7, Hoback Ranches Subdivision, located in Sublette County, Wyoming. Tract 21 is now being conveyed to Peter F. Moyer, et ux.

b. Grantor is willing to grant an access easement for driveway access and underground utilities, on the terms set forth herein.

NOW, THEREFORE, for adequate consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the record owner(s) of said Tract 21 a non-exclusive driveway access and underground utility easement ten feet on either side of the centerline of the existing driveway located on said Tract 20, plus a 20 foot easement east from said driveway to the border of Tract 21. Said easement may be used for driveway access to and underground utilities for Tract 21, including the installation, maintenance, operation, repair and replacement of driveway improvements and underground utility lines. This easement is appurtenant to Tract 21.

Grantee shall have a non-exclusive right to conduct snow removal and maintenance activities on said right-of-way. Grantee and his invitees may not use said driveway for commercial purposes, or for parking, nor shall Grantee be entitled to pave said driveway without the express written consent of the then current owners of record of Tract 20. Grantor and his successors and assigns shall not be liable in any way for the condition of said driveway at any time.

2. Miscellaneous. The easement set forth herein shall be deemed to run with the land; provided, however, that nothing in this Agreement shall be construed to convey a fee simple interest. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and the successor owners of the lands affected hereby, and their invitees and permitees, forever. This Agreement may be recorded in the public records of Sublette County, Wyoming.

IN WITNESS WHEREOF, this instrument has been duly executed and delivered by the Grantor.

GRANTOR:

James Wallace Barrow

JAMES WALLACE BARROW

FL Dr B600-459-32-058-0

STATE OF Florida)
) ss.
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me by James Wallace Barrow this 07 day of January, 2002.

WITNESS my hand and official seal

Catherine Gruber

Notary Public

(seal)

My commission expires: 288210

OFFICIAL NOTARY SEAL
CATHERINE GRUBER
COMMISSION NUMBER
DD047050
MY COMMISSION EXPIRES
AUG. 1,2005

RECORDED Jan 10 2002 3:12PM
IN BOOK 73 Misc. PAGE 235
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lick

236

AFFIDAVIT

288247

RECORDED Jan 14 2002 9:00 AM
IN BOOK 73 Misc. PAGE 236
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Don Post being first duly sworn upon his oath, according to law, deposes and says:

1-

That he is a resident of the Town of Pinedale, Wyoming and makes this affidavit under under authority of §2-1-201 of the Wyoming Statutes;;

2-

That Betty Post, also known as Elizabeth P. Post died on the 29th day of November, 2001, and that a certified of certificate of death issued by the authority wherein said certificate of death is a matter of record is attached hereto and made a part hereof, and Elizabeth P. Post named therein is one and the same person as Betty Post;

3-

That the value of the estate of Betty Post, deceased, less liens and encumbrances, does not exceed the sum of Seventy Thousand ($70,000.00) Dollars;

4-

That no application for appointment of a personal representative is pending nor has been granted in any jurisdiction;

5-

That 30 days have elapsed since that death of the decedent;

6-

That the heirs at law of Betty Post, deceased, are as follows:

Don Post, this affiant, surviving spouse; and
Robert Post, son, who resides at: 789-8 Mile Road, Riverton, WY 82501; and
Peggy Kaul, daughter, whose mail address is P. O. Box 821, Afton, Wyoming;

and that all of the foregoing persons claim the estate of Betty Post, deceased, as distributees of the state under the laws of Wyoming in the following proportions and shares, to-wit:

Don Post, one-half;
Robert Post, one-fourth; and
Peggy Kaul, one-fourth:

and the aforesaid persons are entitled to payment and delivery of the estate of Betty Post, deceased in the foregoing shares, and there are no other persons or distributees of Betty Post, deceased, who have any right to succeed to the estate of Betty Post, deceased, under any probate proceeding.

Don Post
Don Post

Subscribed and sworn to before me this 12 day of January, 2002.

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

STATE OF UTAH — DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

this form is limited under the Vital Statistics Act and Rules

LOCAL FILE NUMBER 27-658 STATE FILE NUMBER

1 NAME OF DECEDENT: FIRST Elizabeth; MIDDLE P.; LAST Post
2 SEX: Female
3a DATE OF DEATH (Mo., Day, Yr.): Nov 29, 2001
3b TIME OF DEATH (24 hr. clock): 0245
4 DATE OF BIRTH (Mo., Day, Yr.): Apr 26, 1925
5 AGE-Last Birthday: 76
If UNDER 1 YEAR: Months / Days
If UNDER 24 HRS: Hours / Minutes
6 BIRTHPLACE (City & State or Foreign Country): Dearborn, MI
7 SOCIAL SECURITY NUMBER: 363-28-6021
8a PLACE OF DEATH (check only one): [X] 6. Residence (any) — HOSPITAL: 1. Inpatient; 2. ER/Outpatient; 3. DOA; OTHER LOCATIONS: 5. Nursing Home; 7. Other (Specify)
8b NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility, give street address of location): 175 S. Valley Rd. #16
8c CITY, TOWN OR LOCATION OF DEATH: Leeds
8d COUNTY OF DEATH: Washington
9 SURVIVING SPOUSE (If wife, give maiden name): Donald L. Post

DECEDENT

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): Waitress
12b KIND OF BUSINESS OR INDUSTRY: Restaraunt
13a RESIDENCE - STREET AND NUMBER: 175 S. Valley Rd. #16
13b CITY, TOWN, OR COMMUNITY: Leeds
13c COUNTY: Washington
13d STATE: UT
13e INSIDE CITY LIMITS? [X] 1. Yes [ ] 2. No
13f ZIP CODE: 84746
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+): 13

PARENTS

17 FATHER'S NAME (First, Middle, Last): Robert Provan
18 MAIDEN NAME OF MOTHER (First, Middle, Last): Margaret Vallance

INFORMANT

19 NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Donald L. Post — Spouse — 175 S. Valley Rd., Leeds, UT 84746

DISPOSITION

20 METHOD OF DISPOSITION: [ ] 1. Entombment [ ] 2. Donation [ ] 3. Other [ ] 4. Burial [X] 5. Cremation [ ] 6. Removal
21a DATE OF DISPOSITION: Nov 30, 2001
21b PLACE OF DISPOSITION (name of cemetery, crematory, or other place): Cremation Ctr St. George
21c LOCATION - City or Town, State: St. George, UT 84770
22 SIGNATURE OF FUNERAL SERVICE LICENSEE: Todd Bonzo
23 LICENSEE NUMBER: 111435
24 FUNERAL HOME (Name and address): Metcalf Mortuary — 288 West St. George Blvd — St. George, UT 84770

CERTIFIER

25 DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: 11/29/01
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: Barbara J Cudney M.D.
27c LICENSE NUMBER: 178080-1205
27d DATE SIGNED (Mo., Day, Yr.): 12/7/01
28 NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (ITEM 31) (Type/Print): Barbara J CUDNEY M.D. 1067 Tabernacle, St. George, UT 84770

REGISTRAR

29 REGISTRAR'S SIGNATURE: Gary L. Eshcraft
30a DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.)
30b DATE FILED (Mo., Day, Yr.): DEC 04 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. COPD
DUE TO (OR AS A CONSEQUENCE OF):
b.
DUE TO (OR AS A CONSEQUENCE OF):
c.
DUE TO (OR AS A CONSEQUENCE OF):
d.

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

PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I.

32 IN YOUR OPINION, TOBACCO USE BY THE DECEDENT: [ ] 1. Probably contributed to the cause of death. [ ] 5. NON-USER [X] 2. Was the underlying cause of death. [ ] 3. Did not contribute to the cause of death. [ ] 6. UNKNOWN IF USER [ ] 4. Is unknown in relation to the cause of death.
33a WAS AN AUTOPSY PERFORMED? [ ] 1. Yes [X] 2. No
33b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? [ ] 1. Yes [ ] 2. No

34 MANNER OF DEATH: [X] 1. Natural [ ] 2. Accident [ ] 3. Suicide [ ] 4. Homicide [ ] 5. Undetermined if injured Purposely or Accidentally [ ] 6. Pending Investigation
35a DATE OF INJURY (Mo., Day, Yr.)
35b TIME OF INJURY (24 Hour Clock)
35c INJURY AT WORK? [ ] 1. Yes [ ] 2. No
35d PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (Specify)
35e LOCATION (Street or rural route number, city or town, county and state.)
35f If motor vehicle accident, specify if decedent was driver, passenger or pedestrian.
35g DESCRIBE HOW INJURY OCCURRED (Enter sequence of events which resulted in injury. NATURE OF INJURY should be entered in item 31).

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: DEC 04 2001
County: Washington
Registrar: Gary L. Eshcraft

Barry E. Nangle
DIRECTOR OF VITAL RECORDS
By

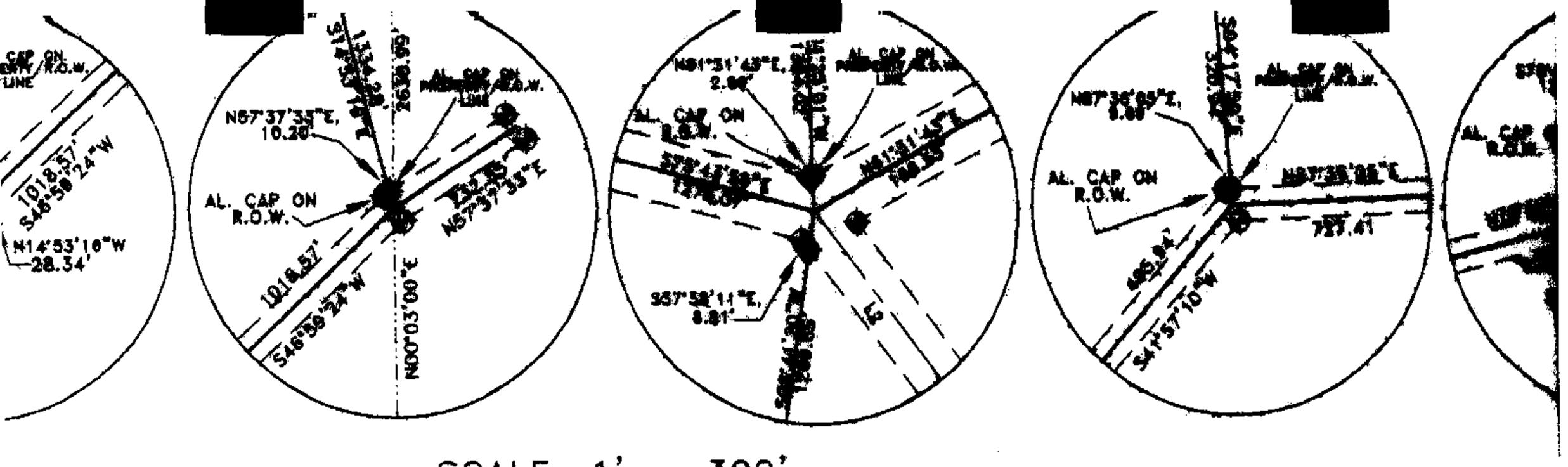
SDH-BVRHS 95 (6/96)

LL843464

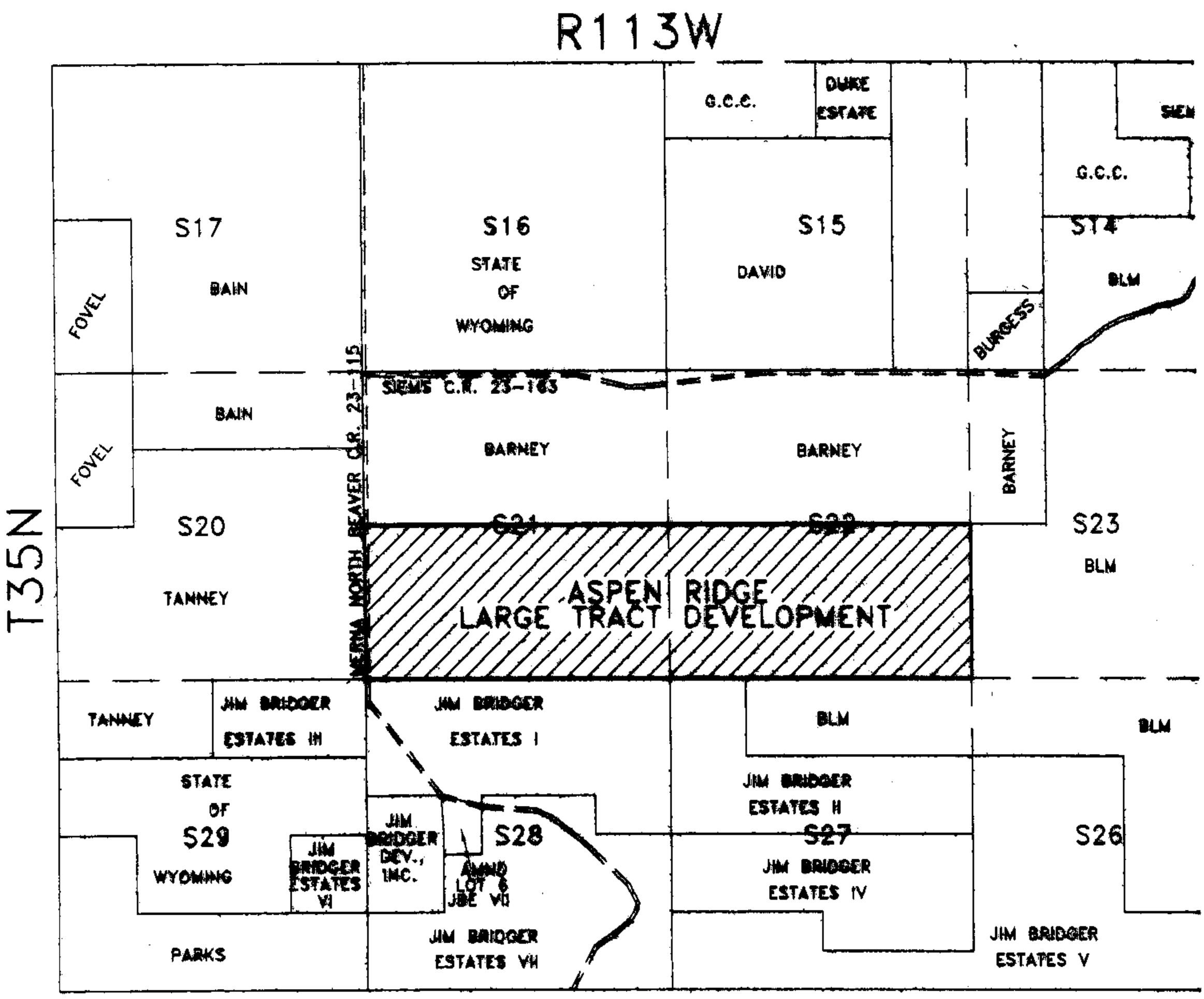
00843464

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.



SCALE: 1' = 300'



VICINITY MAP

1" = 2000'

288264

RECORDED Dec 14 2022 4:15 PM
IN BOOK 73 Misc. PAGE 239
FEES $ 50.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

ASPEN RIDGE

LARGE TRACT DEVELOPMENT

IDENTICAL WITH THE

S/2 SECTION 21 AND S/2 SECTION 22
T.35N., R.113W., 6TH P.M.
SUBLETTE COUNTY, WYOMING

239

240

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Probate No. 1799

IN THE MATTER OF THE ESTATE

OF

EDWIN NOLAN ZIMMERMAN,

Deceased.

FILED

DEC 19 2001

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

DECREE OF DETERMINATION OF HEIRSHIP

ON THE 3rd day of December 2001, the above-captioned matter came before the Court for hearing, pursuant to prior assignment and Order, on the Petition for Determination of Heirship and interest in real property and mineral property, as heretofore filed by the Petitioner, and the Court, having reviewed the file of record and being fully advised in the premises, makes the following:

FINDINGS OF FACT

1. The Petition as filed herein is sufficient and complete and in accordance with the law.

2. Due and proper notice of the hearing has been given in accordance with prior order of this Court, as shown by the Affidavit of Publication on file of record herein.

3. EDWIN NOLAN ZIMMERMAN, a resident of Natchez, Mississippi, died May 29, 1996, in Ferriday, Concordia Parish, Louisiana.

4. More than two years have elapsed since the date of death of Decedent.

5. Decedent died seized of an interest in real property and in mineral property described as follows:

> SW¼ of Section 36, Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming.

6. There has been no previous record judicial determination of Decedent's heirs or the right of descent of the property interest which is the subject of the petition.

7. The sole heirs-at-law of EDWIN NOLAN ZIMMERMAN are his spouse, LAWERENCIE MAE ZIMMERMAN MAGUIRE, and two children, MELISSA F. ZIMMERMAN WROTEN and CRISTY V. ZIMMERMAN KING.

8. No objections, written or oral, have been filed with the Court by any party whomsoever as to the above cause.

288310

RECORDED Jan 15 2002 3:15 PM
IN BOOK 73 Misc PAGE 240
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONCLUSIONS OF LAW

1. The Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. The file of record herein is complete and meets the requirements of W.S. §§ 2-9-201, 2-9-202, and 2-9-203 for the relief prayed for in the petition.

3. The petitioner is entitled to relief as prayed for in the Petition as filed herein.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the decedent, EDWIN NOLAN ZIMMERMAN, left surviving him his spouse, LAWERENCIE MAE ZIMMERMAN MAGUIRE, and two children, MELISSA F. ZIMMERMAN WROTEN and CRISTY V. ZIMMERMAN KING, who are his sole heirs at law; that the only heirs entitled to distribution of the mineral interests of the decedent are LAWERENCIE MAE ZIMMERMAN MAGUIRE (an undivided one-half interest), MELISSA F. ZIMMERMAN WROTEN (an undivided one-fourth interest), and CRISTY V. ZIMMERMAN KING (an undivided one-fourth interest), 69 Marin Avenue, Natchez, Mississippi 39120, which heirs are the present owners in fee simple of all the right, title and interest of the decedent in the above-described real property and mineral property, and are vested absolutely in the shares indicated with the decedent's interests in said property.

Dated this 19th day of December, 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

BY THE COURT:

District Judge

ORDER PREPARED BY:

Van Graham
Attorney at Law
P O Box 1060
Boiling Springs, NC 28017
704-434-0772

THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Probate No. 1797

IN THE MATTER OF THE ESTATE OF

M. C. ZIMMERMAN,

Deceased.

FILED

DEC 19 2001

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

DECREE OF DETERMINATION OF HEIRSHIP

ON THE 3rd day of December 2001, the above-captioned matter came before the Court for hearing, pursuant to prior assignment and Order, on the Petition for Determination of Heirship and interest in real property and mineral property, as heretofore filed by the Petitioner, and the Court, having reviewed the file of record and being fully advised in the premises, makes the following:

FINDINGS OF FACT

1. The Petition as filed herein is sufficient and complete and in accordance with the law.

2. Due and proper notice of the hearing has been given in accordance with prior order of this Court, as shown by the Affidavit of Publication on file of record herein.

3. M. C. ZIMMERMAN, a resident of Natchez, Mississippi, died May 29, 1996, in Ferriday, Concordia Parish, Louisiana.

4. More than two years have elapsed since the date of death of Decedent.

5. Decedent died seized of an interest in real property and in mineral property described as follows:

SW¼ of Section 36, Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming.

6. There has been no previous record judicial determination of Decedent's heirs or the right of descent of the property interest which is the subject of the petition.

7. The sole heirs-at-law of M. C. ZIMMERMAN are his spouse, MARY FRANCES ZIMMERMAN, and one child, WILLIAM NOLAN ZIMMERMAN.

8. No objections, written or oral, have been filed with the Court by any party whomsoever as to the above cause.

288311

RECORDED Jan 15 2002 3:15pM
IN BOOK 73 Misc. PAGE 242
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONCLUSIONS OF LAW

1. The Court has full and complete jurisdiction over the subject matter and all interested parties in this cause.

2. The file of record herein is complete and meets the requirements of W.S. §§ 2-9-201, 2-9-202, and 2-9-203 for the relief prayed for in the petition.

3. The petitioner is entitled to relief as prayed for in the Petition as filed herein.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the decedent, M. C. ZIMMERMAN, left surviving him his spouse, MARY FRANCES ZIMMERMAN, and one child, WILLIAM NOLAN ZIMMERMAN, who are his sole heirs at law; that the only heirs entitled to distribution of the mineral interests of the decedent are MARY FRANCES ZIMMERMAN (an undivided one-half interest) and WILLIAM NOLAN ZIMMERMAN (an undivided one-half interest), 108 Vine Street, Natchez, Mississippi 39120, which heirs are the present owners in fee simple of all the right, title and interest of the decedent in the above-described real property and mineral property, and are vested absolutely in the shares indicated with the decedent's interests in said property.

Dated this 19th day of December, 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:

BY THE COURT:

District Judge

ORDER PREPARED BY:

Van Graham
Attorney at Law
P.O Box 1060
Boiling Spnngs, NC 28017
704-434-0772

NOTICE OF ACTIVITY

The following property has been partially used for the disposal of solid waste, to wit:

NW1/4NE1/4SE1/4, and the E1/2NE1/4NW1/4SE1/4, and the NW1/4NE1/4NW1/4SE1/4, all in Section 26, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;

The types of waste disposed of include municipal solid waste and construction rubble.

There is no environmental monitoring system.

The surface water control system includes interceptor ditches.

The final cover system at this site includes two feet of compacted cover, topsoil, and revegitation of native grasses.

Disturbance or excavation of these wastes, the environmental monitoring system, the surface water control system or the final cover system should be avoided. The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division should be contacted prior to any excavation or other activity which may disturb this site.

DATED this 15th day of January, 2002.

ATTEST:

Patty Lauch
TOWN CLERK

TOWN OF PINEDALE, WYOMING:

BY: Rose Skinner
ROSE SKINNER, MAYOR

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing NOTICE OF ACTIVITY was acknowledged before me this 15 day of January, 2002, by ROSE SKINNER, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the Town of Pinedale, Wyoming, and that the foregoing instrument was signed on behalf of said Town by authority of its Town Council, and acknowledged said instrument to be the free act and deed of said organization.

WITNESS my hand and official seal.

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

Tracey L Hoover
NOTARY PUBLIC

My Commission Expires: 8/8/02

RECORDED Jan 15 2002 1:15 PM
IN BOOK 73 MISC PAGE 244
FEES $ 6.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

288321

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

R. ELIZABETH LEIF R.N.,

Plaintiff,

vs.

T.B.C. LAND AND RECREATION DEVELOPMENT CORPORATION, a Wyoming Corporation,

Defendant.

CIVIL ACTION NO. 6265

FILED

JAN 14 2002

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

JUDGMENT AND DECREE

The above matter coming regularly on this day before the Honorable D. TERRY ROGERS, Judge of the District Court in and for the County of Sublette, State of Wyoming, the Plaintiff appearing by her attorney, RALPH E. WOOD, and the Defendant not appearing, either in person or by an attorney, and the Court having examined the service and record in said cause, having heard the evidence produced by the Plaintiff and being now fully advised in the premises, finds as follows:

That Plaintiff's Complaint was filed in this Court on the 10/8/01; that the cause is one of the actions enumerated in Rule 4(3), Wyoming Rules of Civil Procedure, in that it is an action brought for the purpose of obtaining a decree declaring, determining and establishing the rights and interests of the Plaintiff and Defendant in certain real property hereinafter described located in Sublette County, Wyoming; that service of Summons issued out of this Court was duly and regularly made by certified, return receipt mailing and by publication upon the Defendant to the action.

That the Defendant has failed in any manner to answer Plaintiff's Summons served and published as aforesaid, or otherwise appear, the time for answering by the said Defendant having expired and the default of said Defendant has been and hereby is entered.

It further appearing these Plaintiff by her action seeks the decree of this Court declaring the invalidity of any asserted claim of the Defendant in and to the real property and interests in said Complaint and hereinafter described and to Quiet Title against the claims of the Defendant herein and that no reason exists why judgment should not now be entered against the said Defendant. The Court now being fully advised in the premises finds generally for the Plaintiff and against the Defendant upon the Plaintiff's Complaint and the issues of said cause. The Court further finds that Plaintiff has sustained all the allegations of said Complaint by sufficient evidence; and the Court does finally find that said Defendant has no claim, right, title or interest of any kind to the real property hereinafter described,

NOW THEREFORE,

288384

Jan 18 2002 3:25P
BOOK 73 Misc. PAGE 245
FEE 6.00
By Cathy Seaton

IT IS DECLARED, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant has no claim whatsoever to any right, title interest or estate in the lands hereinafter described.

2. That Plaintiff, R. ELIZABETH LEIF R.N., is the true and lawful owner of all the real property and premises described as:

> Lots Twenty-Three (23) and Twenty-Five, Block One (1) of the Barger Subdivision, First Filing, Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.

3. That the title and possession of said Plaintiff in and to the real property and premises hereinabove described is forever quieted and settled in said Plaintiff, free and clear of all right, title, lien, claim, estate, interest, or equity of said Defendant and any others claiming any interest therein by or through said Defendant.

4. That the Defendant is hereby forever enjoined and barred from setting up any right, title, interest, estate, or claim in or to the aforedescribed real property.

DATED this 10th day of January, 2002.

D. TERRY ROGERS
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

FILED
BRADFORD L. BOLTON, CLERK
DEC 19 2001
U.S. BANKRUPTCY COURT
DISTRICT OF COLORADO

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:	)	
DANIEL R. HORST	)	Chapter 11
SSN: 522-52-2828	)	
JACQUELINE S. HORST	)	Case No. 00-11039 DEC
SSN: 520-40-7136	)	
	)	
Debtors.	)	

ORDER GRANTING TRUSTEE'S MOTION TO SELL REAL PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS AND INTERESTS AND TO PAY COMMISSION TO BROKER

THIS MATTER having come before the court on the Trustee's Motion to Sell Real Property of the Estate Free and Clear of Liens and Interests and to Pay Commission to Broker (the "Sale Motion"), whereby Trustee has requested authority to sell certain real property located in Sublette County, Wyoming (the "Wyoming Property"), and more particularly described in the Sale Motion, and the Court having considered the Sale Motion and the objection filed thereto by Daniel and Jacqueline Horst, the debtors herein ("Debtors"), and the Court being duly advised, the Court finds that the Sale Motion should be granted.

Based on the record at the hearing on the Sale Motion held on December 19, 2001, and in supporting papers and the statements of counsel at the hearing and the offers of proof and evidence presented at the hearing and after due deliberation and sufficient cause appearing therefore;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 1334 and 157. The relief requested by the Sale Motion constitutes a core proceeding under 28 U.S.C. § 157(b).

B. The Trustee has provided due, adequate and sufficient notice of the Sale Motion, the relief requested therein and the opportunity for hearing on the Sale Motion to all parties required or entitled to receive same, including Debtor, all creditors, parties in interest and those persons expressing any interest in acquiring the Wyoming Property. Such notice constitutes good and sufficient notice under the circumstances of this case and satisfies the requirements of the Federal Rules of Bankruptcy Procedure and the rules of this Court and other applicable laws.

C. On or about July 11, 2001, this Court entered an Order authorizing Trustee's employment of High Mountain Realty ("High Mountain") to market and

I hereby attest and certify that on
01-22-02 C. Certification
the foregoing/annexed document(s) hereto is/are a full, true, and correct copy of the original on-file in my office and legal custody.
Clerk, U.S. Bankruptcy Court
District of Colorado
By: Deputy Clerk

RECORDED Jan 23 2002 3:40 PM
IN BOOK 73 Misc. PAGE 247
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
288596

assist Trustee in the sale of the Wyoming Property. High Mountain marketed the property and obtained a buyer for the Wyoming Property.

D. Ralph E. Wood ("Buyer") has submitted the highest and best offer for the Wyoming Property, in the amount of $410,000 cash (the "Purchase Price"). The Buyer has executed a contract to purchase the Wyoming Property (the "Contract"), in the form attached to the supplement filed to the Sale Motion.

E. Other parties have had a fair and reasonable opportunity to make higher or better offers for the Wyoming Property. The Court finds that the Trustee has made reasonable and good faith efforts to sell the Wyoming Property for the highest and best price under the circumstances of this case.

F. Approval of the Sale Motion is in the best interests of creditors and the estate and, therefore, there is good business justification, for the sale of the Wyoming Property in accordance with the Contract.

NOW THEREFORE, based on the findings of fact and conclusions of law set forth above and as made by the Court on the record at the hearing on the Sale Motion,

IT IS ORDERED that, effective immediately:

1. All objections to the Sale Motion have been withdrawn or are hereby overruled or denied.

2. Trustee is authorized to consummate the sale of the Wyoming Property pursuant to the Contract.

3. Trustee is hereby authorized to immediately execute all documents necessary to effectuate and consummate the sale of the Wyoming Property and to enter into any and all additional and related agreements or documents which are contemplated by the Contract or as may reasonably be necessary for its effectuation.

4. Trustee is hereby authorized under 11 U.S.C. §§ 363(b) and (f) to sell, convey, transfer and assign the Wyoming Property to the Buyer, free and clear of all liens, interests, claims and encumbrances and Buyer shall acquire and be vested with all of Trustee's rights in the Wyoming Property, free and clear of all liens, claims, encumbrances, charges and interests. This Order shall be binding upon and govern the acts of all persons or entities including, without limitation, all creditors, Debtors and any other parties in interest.

5. Upon the closing of the sale of the Wyoming Property, all claims, liens, encumbrances and interests in or upon or in regard to the Wyoming Property that are held by Debtors, creditors, parties in interest or any other persons or entities shall attach to the proceeds of sale. All claims, liens, interests and encumbrances that transfer to the proceeds of sale are, and shall be, of the same validity, force, status, priority, extent and effect and subject to the same rights of

avoidance or other challenges as the claims and encumbrances on the Wyoming Property were prior to the Closing.

6. Trustee is hereby authorized to pay from the proceeds of the sale a real estate broker's commission of 6% to High Mountain and all reasonable and necessary costs of sale and to satisfy from the proceeds of sale the lien of the Annabella Farkas Trust, the judgment lien of Alex Horst and any other valid liens or encumbrances against the Wyoming Property.

7. To the extent that any of the foregoing findings of fact constitute conclusions of law, they are adopted as such. If any of the foregoing conclusions of law constitute findings of fact, they are adopted as such.

8. The stay on the effectiveness of this Order otherwise imposed by Rule 6004(g), F.R.B.P., shall not apply.

DATED: December 19, 2001.

BY THE COURT:

The Honorable Donald E. Cordova
United States Bankruptcy Judge

250

STATE OF WYOMING
GRANT OF EASEMENT
Easement No. 6526

WHEREAS the Board of Land Commissioners approved this grant of easement on October 4, 2001; THEREFORE, the State of Wyoming, acting through its Board of Land Commissioners (Grantor), for and in consideration of the payment of Two thousand eighty-five and no/100 dollars ($2,085.00) hereby grants and conveys to Michael T. Stevie and Jonnie M. Stevie (Grantee), a permanent use, in the following described tract of land, a non-exclusive roadway purpose only, more particularly described as follows:

All that portion of the SE¼NW¼ of Section 10, T.34N.,R.110W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 50 feet apart, being 25 feet on each side when measured at right angles as described on the attached exhibits. The described parcel of land contains 1.6 acres, more or less.

See attached Exhibits A & B

These descriptions are based on a survey done by and under the authority of, John T. Doyle with Wyoming P.L.S. No. 346 and certified in July of 2001.

The above described tract being more specifically shown on a plat filed in the Office of State Lands & Investments.

This roadway easement shall benefit the following described property to-wit:
Township 34 North, Range 110 West
Section 10: Lot 2 of Stevie Lot Division as recorded June 19,2001

TO HAVE AND TO HOLD this easement across the above-described tract of land for the purpose of locating, constructing, using, maintaining, improving, and repairing the above-described non-exclusive roadway, subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the State of Wyoming, its assigns or lessees to explore for, develop, and extract any and all minerals or other subsurface resources beneath this easement. If required for mineral exploration, development or extraction, the grantee shall, upon written notice from the grantor, remove or relocate at its own expense the above-described non-exclusive roadway.

2. Upon abandonment or discontinuance of use of this easement for the purposes specified above, all of grantee's rights under this grant of easement shall revert to the State of Wyoming or its assigns, the same as if this grant had never been made. Failure to report, to the grantor, the status of the use of this easement every ten years from the date of this grant shall be evidence of intent by the grantee to abandon this easement. Should this easement be abandoned by the grantee, the above-described tract of land shall be returned to a condition satisfactory to the landowner.

3. This easement may be transferred, however, no transfer may increase the burden on the servient estate in any manner.

4. Any transfer of ownership of this easement, or any change of name or mailing address of the owner of this easement, shall be reported to the grantor within thirty 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 12th day of December, 2001.

(Seal)

Governor, President
Board of Land Commissioners

Countersigned:

Director, Secretary
Office of State Lands & Investments

288622

RECORDED Jan 24 2002 11:50AM
IN BOOK 73 Misc. PAGE 250
FEES $ 10.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Attorney General's Office Approval as to Form:

Nancy E. Vehr, Assistant Attorney General

L. Examined

STATE LAND ACCESS EASEMENT
FOR
MIKE AND JONNIE STEVIE

State of Wyoming
Easement No. 6526
Exhibit A

An easement 50 foot wide lying 25feet on each side of the following described centerline located in the SE1/4 NW1/4, Section 10, Township 34 North, Range 110 West, of the 6th P.M., Sublette County, Wyoming being more particularly described as follows:

Beginning at the CN 1/16 corner of said section 10. Basis of bearing being North, 1333.40 feet from said CN1/16 to N1/4 corner of section 10. Thence S89°10'08"W, 642.05 feet along line common to said CN 1/16 and NW 1/16 of section 10 to the true point of beginning of said easement.

Thence along a curve to the left having the following curve data: Length = 281.89 feet, Radius = 720.14 feet, and delta angle = 22°25'40" to a point of tangency;

Thence S30°21'28"E, 107.15 feet to point of intersection;

Thence S35°13'03"E, 312. 26 feet to a point of curve;

Thence along a curve to the right having the following curve data: Length = 461.17 feet, Radius = 2095.77 feet, and delta angle = 12°36'28" to a point of tangency;

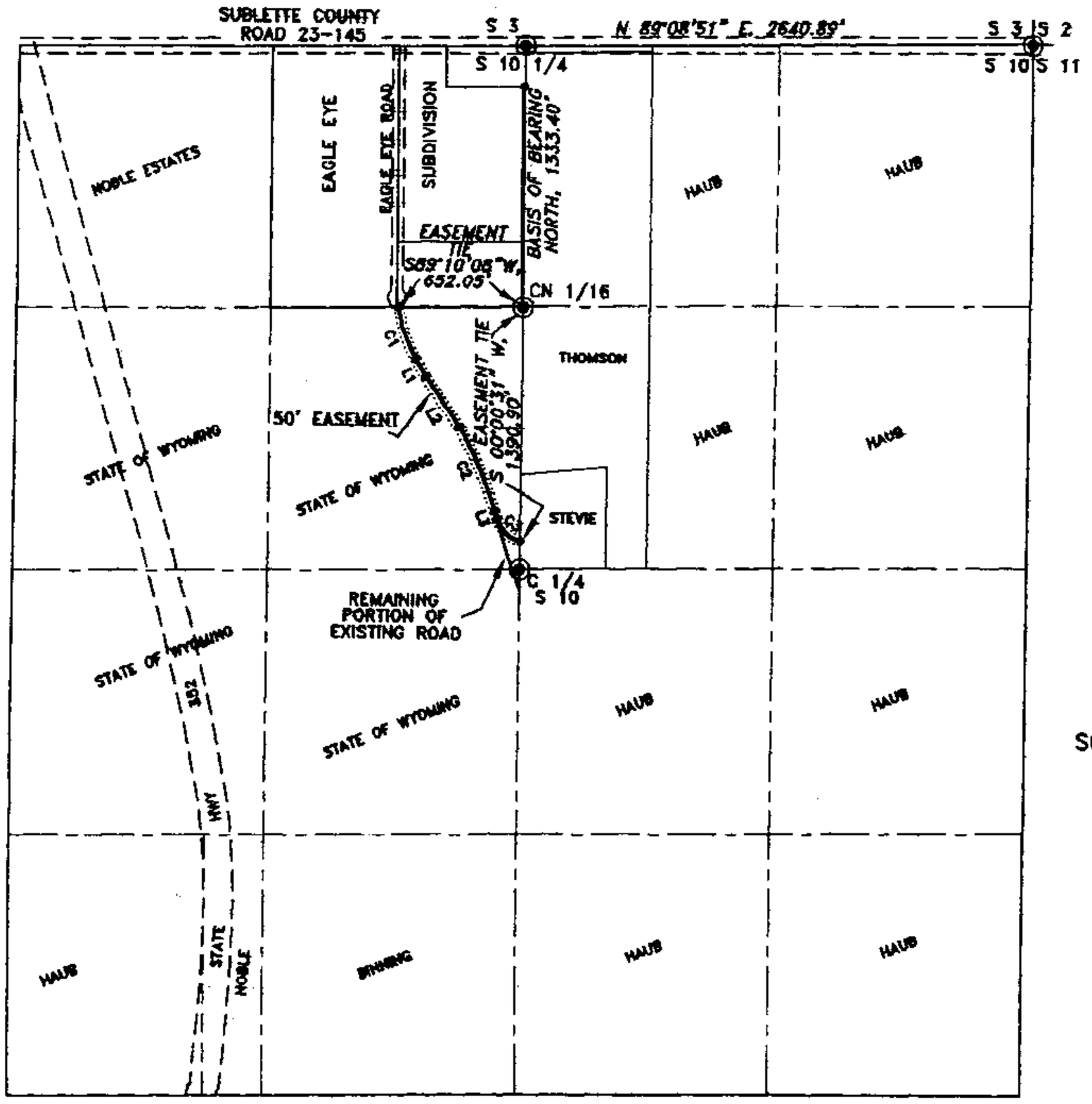
Thence S18°14'45"E, 41.86 feet to a point of curve;

Thence along a curve to the left having the following curve data: Length = 171.83 feet, Radius = 167.78 feet, and delta angle = 58°40'51" to a point on the line common to said CN 1/16 and C1/4 corner of section 10. Said point being the end of easement and lying S00°00'31"W, 1190.90 feet along said line to CN 1/16.

Said easement encompassing 1.6 acres more or less.

State of Wyoming
Easement No. 6526
Exhibit B

SECTION 10, T34N, R108W



SCALE: 1" = 1000'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	281.89	720.14	22°25'40"	S19°08'37"E	280.10
C2	461.17	2095.77	12°36'28"	S24°32'59"E	460.24
C3	171.83	167.78	58°40'51"	S47°35'10"E	164.42

LINE TABLE		
LINE	LENGTH	BEARING
L1	107.15'	S30°21'28"E
L2	312.26'	S35°13'03"E
L3	41.86'	S18°14'45"E

CERTIFICATE OF SURVEYOR

I, JOHN T. DOYLE, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY SUPERVISION IN MAY 2001, AND THAT SAID SURVEY IS ACCURATELY REPRESENTED HEREON.

JOHN T. DOYLE, WYOMING PLS 346

Professional Land Surveyor JOHN T. DOYLE 346 Date 7-25-01 WYOMING

NOTES:
1. 50' WIDE EASEMENT 25' EACH SIDE OF CENTERLINE DESCRIBED.
2. EASEMENT IS 1,376 FEET IN LENGTH. (135 FEET OF NEW ROAD, 1241 FEET EXISTING ROAD)
3. EASEMENT ENCOMPASSES 1.6 ACRES MORE OR LESS.

LEGEND
- ◉ CERTIFIED CORNER RECORDATION ON FILE AT COURTHOUSE
- ● CALCULATED CENTERLINE, NOT MONUMENTED

RIO VERDE ENGINEERING
PINEDALE, WYOMING
(307) 367-2826
FAX# (307)-367-2546

DRAWN BY: AS JULY 24, 2001 JOB NO. 2819

PLAT TO ACCOMPANY APPLICATIONS FOR EASEMENT FROM
BOARD OF LAND COMMISSIONERS
STATE OF WYOMING
FOR
MIKE AND JONNIE STEVIE
SECTION 10, T.34N., R.110W.,
OF THE 6TH P.M.
SUBLETTE COUNTY, WYOMING

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF SUBLETTE, STATE OF WYOMING

Probate No. 1795

FILED

JAN 17 2002

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

IN THE MATTER OF THE ESTATE OF:

JOE L. MEEKS,

Deceased.

DECREE APPROVING SECOND APPLICATION FOR ESTABLISHING RIGHT AND TITLE TO REAL PROPERTY

This matter having come on regularly to be heard by the Court on a Second Application for a Decree Establishing Right and Title to Real Property filed by Donna J. Meeks, and it appearing that notice has been published and given to all interested parties according to law and there having been no objections to said Application filed herein; and the Court being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that all of the decedent's undivided one-third (1/3) interest in and to the following described real estate located in Sublette County, Wyoming, and more particularly described as follows:

> Lot 3, Milleg Addition to the Town of Big Piney, Sublette County, Wyoming (now known as Lots 4 and 5, Milleg Second Addition to the Big Piney, Sublette County, Wyoming, according to plat of the Milleg Second Addition, recorded September 10, 2001 in Book 72 Misc., Page 556, in the Office of the Sublette County Clerk, Sublette County, Wyoming).

288678

Jan 29 2002 9:35A
BOOK 73 Misc. PAGE 253
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachs

be, and the same hereby is, determined to be and is set over to Donna J. Meeks, of P.O. Box 643, Big Piney, WY 83113.

IT IS FURTHER ORDERED that pursuant to W.S.A. 2-1-205, as amended, a certified copy of this Decree shall be filed with the County Clerk and Ex-Officio Register of Deeds in and for the County of Sublette, State of Wyoming, this Decree being presumptive evidence of the title to the aforementioned real property.

DATED this 17th day of January, 2002.

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

[redacted] [redacted] [redacted]

NOTARIAL CERTIFICATE

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, the undersigned, RACHEL L. DESROCHES , a Notary Public in and for the Province of Alberta, Country of Canada, hereby certify that the attached are true and correct copies of the:

- Letter from the Montana Secretary of State approving the filing of the merger of Entech Gas Ventures, Inc. ("Entech"), the Montana Power Gas Company ("MPGas"), and Xeno, Inc. ("Xeno") into North American Resources Company ("Narco"),
- Articles of Merger of Entech, MPGas, Xeno and Narco,
- Plan of Merger, clause 5 of which states that the surviving corporation's Articles of Incorporation will be amended to change the name of the surviving corporation to PanCanadian Energy Resources Inc., and
- Addendum to Articles of Merger,

the said copies having been compared by me with the original document and found to be true in every respect. AN ACT WHEREOF BEING REQUESTED, I have granted the same under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN WITNESS WHEREOF I have hereunto set my hand and seal at Calgary, Alberta, Canada, this 11th day of January 2002.

Rachel L. Desroches
RACHEL L. DESROCHES

RACHEL L. DESROCHES
Notary Public in and for the
Province of Alberta
My Appointment expires Dec. 31, 2003

288698

RECORDED Jan. 29 2002 2:20PM
IN BOOK 73 Misc. PAGE 255
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

H:\CORPSEC\Notary\NOTCERT.merger.Narco.doc

SECRETARY OF STATE

STATE OF MONTANA
BOB BROWN

PRIORITY

Business Services Bureau
Pat Haffey, Deputy

Montana State Capitol
PO Box 202801
Helena, MT 59620-2801
(406)444-3665
http://www.state.mt.us/sos/

ROBERT T LINCOLN
DUNNINGTON BARTHOLOW & MILLER
666 THIRD AVENUE
NEW YORK NY 10017-5683

January 8, 2002

RE: MERGER OF ENTECH GAS VENTURES, INC.; THE MONTANA POWER GAS COMPANY; XENO, INC. INTO NORTH AMERICAN RESOURCES COMPANY
ARTICLES OF MERGER
Date of Filing: December 28, 2001
Filing Number: D051400-385765

Dear Mr. Lincoln:

I've approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

Bob Brown

Bob Brown
Secretary of State
Enclosure

You can correspond with our office via facsimile. Our fax number is (406) 444-3976. You can now fax in your search, copy, and certificate requests.

385765

STATE OF MONTANA
FILED
DEC 28 2001
SECRETARY OF STATE

ARTICLES OF MERGER

OF

ENTECH GAS VENTURES, INC.,

THE MONTANA POWER GAS COMPANY,

XENO, INC.

AND

NORTH AMERICAN RESOURCES COMPANY

Q-05140

To the Secretary of State
State of Montana

Pursuant to the provisions of the Montana Business Corporation Act, the undersigned Montana business corporations do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is a Plan of Merger for merging Entech Gas Ventures, Inc., The Montana Power Gas Company and Xeno, Inc. with and into North American Resources Company, as approved by the Board of Directors of all of the corporations on December 19, 2001. PanCanadian Energy Inc., a Delaware corporation, as the holder of all of the issued and outstanding shares of each of the four corporations party to the mergers, approved the Plan of Merger on December 19, 2001 and waived the requirements of mailing a copy of the Plan of Merger.

2. The aforesaid Plan of Merger was adopted in accordance with the provisions of Section 35-1-813 of the Montana Business Corporation Act on December 19, 2001.

3. The effective time and date of the mergers herein provided for shall be 11:00 p.m on December 31, 2001.

Executed on December 20, 2001

ENTECH GAS VENTURES, INC.

By: Rachel Desroches
Name of officer: Rachel Desroches
Title of officer: Assistant Secretary

XENO, INC.

By: Rachel Desroches
Name of officer: Rachel Desroches
Title of officer: Assistant Secretary

THE MONTANA POWER GAS COMPANY

By: Rachel Desroches
Name of officer: Rachel Desroches
Title of officer: Assistant Secretary

NORTH AMERICAN RESOURCES COMPANY

By: Rachel Desroches
Name of officer: Rachel Desroches
Title of officer: Assistant Secretary

PLAN OF MERGER

1. Entech Gas Ventures, Inc., a business corporation of the State of Montana, ("EGVI"), The Montana Power Gas Company, a business corporation of the State of Montana ("MPGC") and Xeno, Inc., a business corporation of the State of Montana ("Xeno"), are hereby merged with and into North American Resources Company, a business corporation of the State of Montana ("NARCO"), pursuant to the provisions of Section 35-1-813 of the Montana Business Corporation Act. All of the issued and outstanding shares of EGVI, MPGC, Xeno and NARCO are owned by PanCanadian Energy Inc. a business corporation of the State of Delaware.

2. The separate existence of EGVI, MPGC and Xeno shall cease at the effective time and date of the mergers, and NARCO shall continue its existence as the surviving corporation pursuant to the provisions of the Montana Business Corporation Act.

3. The issued shares of EGVI, MPGC and Xeno shall not be converted in any manner, but each said share, which is issued at the effective time and date of the mergers, shall be surrendered and extinguished.

4. The Articles of Incorporation of the surviving corporation, as now in force and effect, shall continue to be the Articles of Incorporation of said surviving corporation, except as amended in accordance with paragraph 5 below, and said Articles of Incorporation as so amended shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the Montana Business Corporation Act.

5. At the effective time of the mergers Article I of the surviving corporation's Articles of Incorporation will be amended to change the name of the surviving corporation to PanCanadian Energy Resources Inc.

6. The present by-laws of the surviving corporation will be the by-laws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Montana Business Corporation Act.

7. The directors and officers in office of the surviving corporation at the effective time of the mergers shall remain and 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 and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.

8. The Board of Directors and the proper officers of each of EGVI, MPGC, Xeno and NARCO are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the mergers herein provided for.

ADDENDUM TO

ARTICLES OF MERGER

The Plan of Merger for merging Entech Gas Ventures, Inc., The Montana Power Gas Company and Xeno, Inc. with and into North American Resources Company, was approved by the Unanimous Written Consents of the respective Board of Directors of all of the corporations on December 19, 2001. PanCanadian Energy Inc., a Delaware corporation, ("PEI") as the holder of all of the issued and outstanding shares of each of the four corporations party to the merger approved the Plan of Merger on December 19, 2001 by Written Consent of the Sole Shareholder.

PEI (a) owns 10 shares of common stock of Entech Gas Ventures, Inc. and voted all such shares in favor of the Plan of Merger; (b) owns 10 shares of common stock of The Montana Power Gas Company and voted all such shares in favor of the Plan of Merger; (c) owns 300 shares of common stock of Xeno, Inc. and voted all such shares in favor of the Plan of Merger; and (d) owns 49,000 shares of common stock of North American Resources Company and voted all such shares in favor of the Plan of Merger.

When Recorded
Return to:
Gregory A. Phillips
Law Office
Hansen Building
2515 Warren Avenue, Suite 501
Cheyenne, WY 82001

VERIFIED LIEN STATEMENT FOR LIEN FOR MEDICAL ASSISTANCE

NAME OF CLAIMANT: State of Wyoming, Department of Health.

ADDRESS: 117 Hathaway Building
Cheyenne, Wyoming 82002

NAME AND ADDRESS OF PERSON TO WHOM MEDICAL CARE WAS FURNISHED AND AGAINST WHOSE PROPERTY LIEN IS FILE:

NAME: DENNIS HITTLE
ADDRESS: 840 RIDGE AVE
ROCK SPRINGS, WY 82901

LEGAL DESCRIPTION OF REAL PROPERTY:

An undivided one-fifth (1/5th) interest in and to Lots 10 and 11, Block 1, Jones Addition to the Town of Pinedale, Wyoming, and located at 28 Madison Street. Together with all improvements situate thereon and all easements and appurtenances belonging thereto.

NAME AND ADDRESS OF VENDOR(S) FURNISHING MEDICAL CARE:

The primary vendors providing medical care were Marilyn A. Long, M.D., Charles Ford, M.D., Memorial Hospital of Sweetwater County in ROCK SPRINGS, Wyoming, and various other providers on file with the Department of Health.

DATE OF SERVICE: 04/01/01 to present

AMOUNT DUE FOR CARE: $ 4,930.63

TOTAL AMOUNT DUE AND OWING CLAIMANT, STATE OF WYOMING, DEPARTMENT OF HEALTH, FOR ALL CARE: $ 4,930.63.

31st day of January, 2002. IN WITNESS WHEREOF, I do hereunder set my hand this

State of Wyoming,
Department of Health

Cristal Valley

By: Cristal Valley
Its: Recovery Manager

288766

RECORDED Feb. 4 2002 10:15 AM
IN BOOK 73 Misc. PAGE 260
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing Verified Lien Statement for Lien for Medical Assistance of DENNIS HITTLE was subscribed and sworn to before me by Cristal Valley this 31st day of January, 2002.

WITNESS my hand and official seal.

Notary Public

My commission expires: 07/08/03

ROCHELLE PORTERA - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUL. 8, 2003

STATE OF WYOMING

FIVE COUNTY JOINT POWERS BOARD

ORGANIZATION CERTIFICATION

The undersigned, as secretary of the duly organized Five County Joint Powers Board, State of Wyoming, hereby certifies that the Five County Joint Powers Board was organized pursuant to the Wyoming Joint Powers Act, Wyo. Stat. §§16-1-102 through 16-1-109, as evidenced by the attached and incorporated copy of the fully executed Joint Powers Agreement.

Further, the undersigned, as the secretary of the Five County Joint Powers Board, hereby certifies that the Joint Powers Board, pursuant to Wyo. Stat. §16-1-106, held an organizational meeting, with the appointed board members and duly elected from its membership a chairman, vice-chairman, secretary and treasurer, as evidenced by the attached and incorporated Five County Joint Powers Board Minutes and Proceeding dated January 23, 2002.

DATED this 31 day of January, 2002.

Sherry L. Daigle
Secretary-Treasurer
Five County Joint Powers Board

ACKNOWLEDGMENT

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The above ORGANIZATION CERTIFICATION regarding FIVE COUNTY JOINT POWERS BOARD, a Wyoming Joint Powers Board, was acknowledged before me by Sherry L. Daigle this 31 day of January 2002.

Notary Public

My Commission Expires: July 19, 2004

JULIE A. HODGES - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires July 19, 2004

288793

RECORDED Feb 4 2002 2:10 PM
IN BOOK 73 Misc. PAGE 262
FEES $ 28.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

JOINT POWERS AGREEMENT

THIS AGREEMENT was entered into the last date of execution indicated below between and among the following Wyoming counties: Big Horn County, Hot Springs County, Sublette County, Teton County, and Uinta County [*hereinafter* jointly referred to as COUNTIES];

WHEREAS, the COUNTIES, as parties, each utilize similar computer software programs that were developed and implemented by Spillman Technologies, Inc.;

WHEREAS, Spillman Technologies, Inc., informed the COUNTIES that it will no longer provide service, development, or enhancement for their computer software programs;

WHEREAS, the COUNTIES desire to join together to maintain, develop, and enhance the computer software programs that are in use and to develop new computer software that can be utilized for their governmental functions;

WHEREAS, the COUNTIES, as parties, therefore, desire to enter into a "Five County Joint Powers Agreement" [*hereinafter* "Agreement"], pursuant to the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-102 through 16-1-109, defining their rights, duties, and liabilities as more fully identified herein.

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

SECTION ONE
CONSIDERATION

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

SECTION TWO
AUTHORITY

The parties enter this Agreement as proper contracting agencies, Wyo. Stat. § 16-103(a)(i), to jointly exercise powers, Wyo. Stat. § 16-1-104(a), and. § 16-1-104(b), granted each, Wyo. Stat. § 18-2-101(a)(iv).

SECTION THREE
DURATION
(Wyo. Stat. § 16-1-105(b)(i))

This Agreement shall continue until there are no longer any COUNTIES that desire to participate, or function pursuant to this Agreement, and that all counties have formally withdrawn or terminated their interest from further participation for the purpose of this Agreement, as provided hereunder.

SECTION FOUR
JOINT POWERS BOARD
(Wyo. Stat. § 16-1-105 and § 16-1-106)

A. A joint powers board, as an administrative board, is hereby created pursuant to Wyo. Stat. § 16-1-105(c), and shall be known as the "Five County Board" [*hereinafter* BOARD].

B. The BOARD shall consist of at least fifteen (15) members, who all shall be the elected county officers, namely: the county clerk, county treasurer, and the county assessor, from each of the participating COUNTIES under this agreement, and all of whom shall be qualified electors of their respective County, and duly elected or appointed according to Wyoming law. The initial appointment shall be the sitting fifteen (15) elected officials. The COUNTIES shall make initial appointments of three members to the BOARD for terms of *one (1), two (2) and three (3) years.* Thereafter, the terms shall be for a period of *three (3) years.* At any time there is a vacancy on the BOARD, whether for an unexpired term or for an expired term, the vacancy shall be filled by appointment by the governing body of the participating agency, which appointed the member who created the vacancy. Vacancies for unexpired or expired terms shall be filled by replacement elected (or appointed) county official of the participating COUNTIES. Members of the BOARD may be removed by the governing bodies of the participating COUNTIES. It is not incompatible office holding for an officer or legal representative of a county, municipal corporation, school district, special district, public institution, agency, board, commission or political subdivision to be a member of a joint powers board. It is the intent of the parties that their representation on the BOARD be maintained at all times. The parties hereto agree that no business can be conducted by the BOARD without the representation of one member from each county, and that there shall be a necessary quorum of five members present. (Wyo. Stat. § 16-1-106(a)).

C. Promptly following appointment of its members, the BOARD shall meet, organize and elect from its membership a chairman, vice-chairman, secretary and treasurer. The secretary of the BOARD shall notify the participating agencies of the BOARD's organization and shall file a certificate with the Secretary of State showing its organization. Upon filing the certificate, the BOARD shall automatically become a body corporate and politic, and a public corporation with power to sue and be sued. The corporation has perpetual existence unless otherwise specified by the agreement providing for the corporation. No individual member of the BOARD shall be personally liable for any actions or procedure of a joint powers board. When actually engaged in the performance of their duties, members of the BOARD shall receive no compensation but shall be reimbursed for travel and per diem expenses as provided to county employees.

D. The BOARD shall meet at least once every three (3) months at the call of the chairman or within five (5) days after an oral or written request of a majority of the board members.

E. Within the limits of its authorized and available funds, the BOARD may employ technical, legal, administrative and clerical assistance and may engage the services of research and consulting agencies. In the performance of its duties the BOARD may utilize the services of any officer or employee of a participating agency with the approval of the governing body of the agency. Upon request of the BOARD, elected and appointed officers and employees of the participating agencies shall promptly furnish the BOARD information, statistics and reports under their control and shall otherwise cooperate with the BOARD.

F. The BOARD, is subject to the Wyoming Administrative Procedures Act (Wyo. Stat. §§ 16-3-101 through 16-3-115), the Wyoming Public Records Act (Wyo. Stat. §§ 16-4-201 through 16-4-205), and the Wyoming Public Meetings Act (Wyo. Stat. §§ 16-4-401 through 16-4-407).

SECTION FIVE
PURPOSE
(Wyo. Stat. § 16-1-105(b)(iii))

The purpose of this Agreement is to provide for an administrative board for the participating COUNTIES to jointly maintain, develop, and enhance computer software program for the utilization in governmental functions.

SECTION SIX
INTEREST OF PARTICIPATING AGENCIES
(Wyo. Stat. § 16-1-105(b)(iv))

The method by which the interest of the parties may be determined is as set out in Wyo. Stat. § 16-1-105, and § 18-2-101. Interest for each participating agency shall be equal.

SECTION SEVEN
FINANCING AND BUDGET
(Wyo. Stat. § 16-1-105(b)(vi))

A. All expenditures made by the BOARD shall be financed by funds available to each participating agency, which would be would be available to each agency if proceeding individually, and no other source of financing shall be obtained. (Wyo. Stat. § 16-1-107).

B. The BOARD shall budget expenditures for the purpose of this agreement upon a joint agreement among the participating COUNTIES, based upon their respective revenues and budgets.

C. Administration of the funding and budget expenditures shall be handled by one of the participating counties, upon the unanimous approval of the remaining parties. Records of all funding and budget expenditures of this Board shall be maintained separately from other county records, and shall fully account for all funding from each participating county, as well as, all expenditures made pursuant to or arising under this Agreement. Each participating county shall have total access to the records maintained pursuant to this Agreement.

SECTION EIGHT
TERMINATION
(Wyo. Stat. § 16-1-105(b)(vii))

A. This Agreement shall not terminate unless: (1), the parties agree to terminate, or (2), a majority of the COUNTIES to this Agreement fail to maintain financing. Any party to this Agreement may withdraw from participation in this Joint Power Agreement only with a prior written six (6) month notice to the BOARD Chairman, and only after having fulfilled or completed any other contractual agreements to this BOARD and/or third parties pursuant to or arising under this Agreement.

B. Upon termination of this agreement, each county shall retain for their use and full ownership all software programs used or developed under this Agreement. Further, each county shall retain full ownership in all equipment, supplies and other software that was utilized under this agreement and owned by the individual COUNTIES, but was not otherwise acquired by the BOARD.

C. Upon full termination of this Agreement, any equipment or other assets acquired by the BOARD shall be divided in approximate equal shares and distributed to the COUNTIES under this Agreement.

SECTION NINE
NO THIRD PARTY BENEFICIARIES

No provision contained in this Agreement is intended by the parties, nor shall any be deemed, to confer any benefit on any person not a party to this Agreement.

SECTION TEN
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. No other representations or promises are given beyond those set forth in this instrument.

SECTION ELEVEN
MODIFICATION OR WAIVER

The parties may freely agree to different arrangements for performance of this Agreement, from time to time, as future exigencies and the purposes and intent of this Agreement may require, but no such modification shall be deemed to amend this Agreement unless expressed in writing, executed with the same formality as this Agreement, and approved by the Wyoming Attorney General, pursuant to Wyo. Stat. § 16-1-105(a)(ii). 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 TWELVE
TITLES NOT CONTROLLING

Titles and headings used in this Agreement are for reference only and shall not be used to construe the language in this Agreement.

SECTION THIRTEEN
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 FOURTEEN
EXECUTION OF SUBSEQUENT INSTRUMENTS

The parties shall promptly execute and deliver any other instruments and documents that may be necessary or convenient to carry into effect the provisions of this Agreement.

SECTION FIFTEEN
SOVEREIGN IMMUNITY

The parties to this Agreement do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to it as a sovereign, pursuant to Wyo. Stat. § 1-39-104(a) and all other State law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers as of the dates written below.

SIGNATURES:

BIG HORN COUNTY:

DATED this 27th day of November 2001.

W S Duncan

Chairman of the Board Big Horn County Commissioners
Member for Donald M. Russell, Chairman

HOT SPRINGS COUNTY:

DATED this 28th day of November 2001.

Charles N Stump, Jr.

Vice -*Chairman of the Hot Springs County Commissioners*

SUBLETTE COUNTY:

DATED this 28th day of NOVEMBER 2001.

Gordon T. Thurston

Chairman of the Board Sublette County Commissioners

Acting

TETON COUNTY:

DATED this 27 day of November 2001.

Chairman of the Board Teton County Commissioners

UINTA COUNTY:

DATED this 4th day of December 2001.

Robert Stoddard

Chairman of the Board Uinta County Commissioners

Certification by Wyoming Attorney General
(Wyo. Stat. § 16-1-105(a)(ii))

This agreement was submitted to and approved by the Wyoming Attorney General who has determined that this agreement is compatible with the laws and Constitution of Wyoming.

DATED this 11th day of December 2001.

Hoke MacMillan
Wyoming Attorney General

BY: Hoke MacMillan

Five County Joint Powers Board
Minutes/Proceedings
January 23, 2002
Conference Call: 10:00 a.m.

Participants:

Uinta County:	Lynne Fox Terry Brimhall Kathy Ball
Teton County:	Sherry Daigle DeAnn Sutton Suzanne Olmstead
Sublette County:	Mary Lankford Roxanna Jensen Janet Montgomery
Hot Springs County:	Joan Hays Mickeyjean Ford Shelley Deromedi
Big Horn County:	Kay Cummings Becky Lindsey

Uinta County officials initiated the meeting via telephone conference call from Evanston, Wyoming.

DeAnn Sutton began the meeting with an overview of the Board formation, as well as certain provisions contained within the Joint Powers Agreement, formally approved by the Wyoming Attorney General on December 11, 2001. Board positions would need to be ratified and become effective as of December 14, 2001. It was also suggested an annual meeting be set for the first Monday of December, beginning in 2002. After further discussion, motion made by Mary Lankford, second by Sherry Daigle, to approve the following Board members and terms:

Each person within the office of County Assessor, one-year term;
[Kathy Ball; Suzanne Olmstead; Janet Montgomery; Shelley Deromedi; Jackie Payne]

Each person within the office of County Treasurer, two-year term;
[Terry Brimhall; DeAnn Sutton; Roxanna Jensen; Mickeyjean Ford; Becky Lindsey]

Each person within the office of County Clerk, three-year term;
[Lynne Fox; Sherry Daigle; Mary Lankford; Joan Hays; Kay Cummings].
All in favor, motion carried.
Reappointments from each term thereafter would be as stated within the Joint Powers Agreement for a period of three years.

Upon due consideration of motions and voting, the following individuals were selected as:
Chaiman, DeAnn Sutton;
Vice-Chairman, Mary Lankford;
Secretary-Treasurer, Sherry Daigle.

Lynne Fox asked if the Board still contemplated having one individual from each county for contact and appointment to an 'executive committee'. The committee would meet quarterly to discuss any problems, potential software enhancements or other pertinent matters. After considerable discussion of the committee and its function, it was agreed to continue with selection of one individual from each county. These individuals would become the voting 'executive committee', with the Chair, Vice-Chair and Secretary-Treasurer then being ex-officio members thereof. All proposals or matters addressed by the Executive Committee would then require ratification by the entire Board.
Appointment and selections were made as follows:

Uinta County,	Terry Brimhall
Sublette County,	Roxanna Jensen
Teton County,	Suzanne Olmstead
Big Horn County,	Becky Lindsey
Hot Springs County,	Shelley Deromedi

[Note: Full Board meeting requirements are also specified, and found within the Joint Powers Agreement, Section 4, D.]

DeAnn obtained current e-mail addresses from everyone, excluding Jackie Payne.

A review of certain findings and communications relative to the Spillman Software Source Code Agreement was made. Further communication and status of the matter would be forthcoming via e-mail and or subsequent telephone conference.

Sherry asked if anyone had questions concerning the proposed budget, as distributed on January 22. One question concerning an over payment and future submission of moneys was addressed. Sherry will also forward balance sheet information to each county.

Cathy Ball asked for a written synopsis of the meeting and all decisions be forwarded to everyone. So agreed.

The call and meeting concluded at approximately 10:45 a.m. .

Dated this 23rd day of January, 2002

Sherry L. Daigle
Secretary-Treasurer

STATE OF WYOMING
GRANT OF EASEMENT
Easement No. 5720

(Birch Creek Field)

WHEREAS the Board of Land Commissioners approved this grant of easement on September 7, 1995; THEREFORE, the State of Wyoming, acting through its Board of Land Commissioners (Grantor), for and in consideration of the payment of Two hundred ninety-one and 60/100 dollars ($291.60) plus an annual payment of $500.00, being due on 1st day of October every year for the term of the easement, hereby grants and conveys to Chevron USA, Inc. (Grantee), to use for the term of 35 years, in the following described tract of land for surface pipeline, gas separator and condensation tank purposes only, more particularly described as follows:

All that portion of the E½NW¼ of Section 16, T.27N.,R.113W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 50 feet apart, being 25 feet on each side when measured at right angles as described on the attached exhibits. The described parcel of land contains .46 acres, more or less.

See attached Exhibit A

These descriptions are based on a survey done by and under the authority of, Charles J Spurlock with Wyoming PELS No. 8011 and certified in December of 2001.

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 surface pipeline, gas separator and condensation tank , subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the Grantor, 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, Grantee shall, upon written notice from Grantor, remove or relocate the above-described surface pipeline, gas separator and condensation tank at, Grantee's expense.

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 Grantor or its assigns, the same as if this grant had never been made. Failure to report, to Grantor, the status of the use of this easement every ten years from the date of this grant shall be evidence of intent by Grantee to abandon this easement. Should this easement be abandoned by Grantee, the above-described tract of land shall be returned to a condition satisfactory to Grantor.

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 Grantor within thirty (30) days 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 caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be affixed on the 7th day of January, 2002.

(Seal)

Jim Geringer
Governor, President
Board of Land Commissioners

Countersigned:

Ron Arnold
Director, Secretary
Office of State Lands & Investments

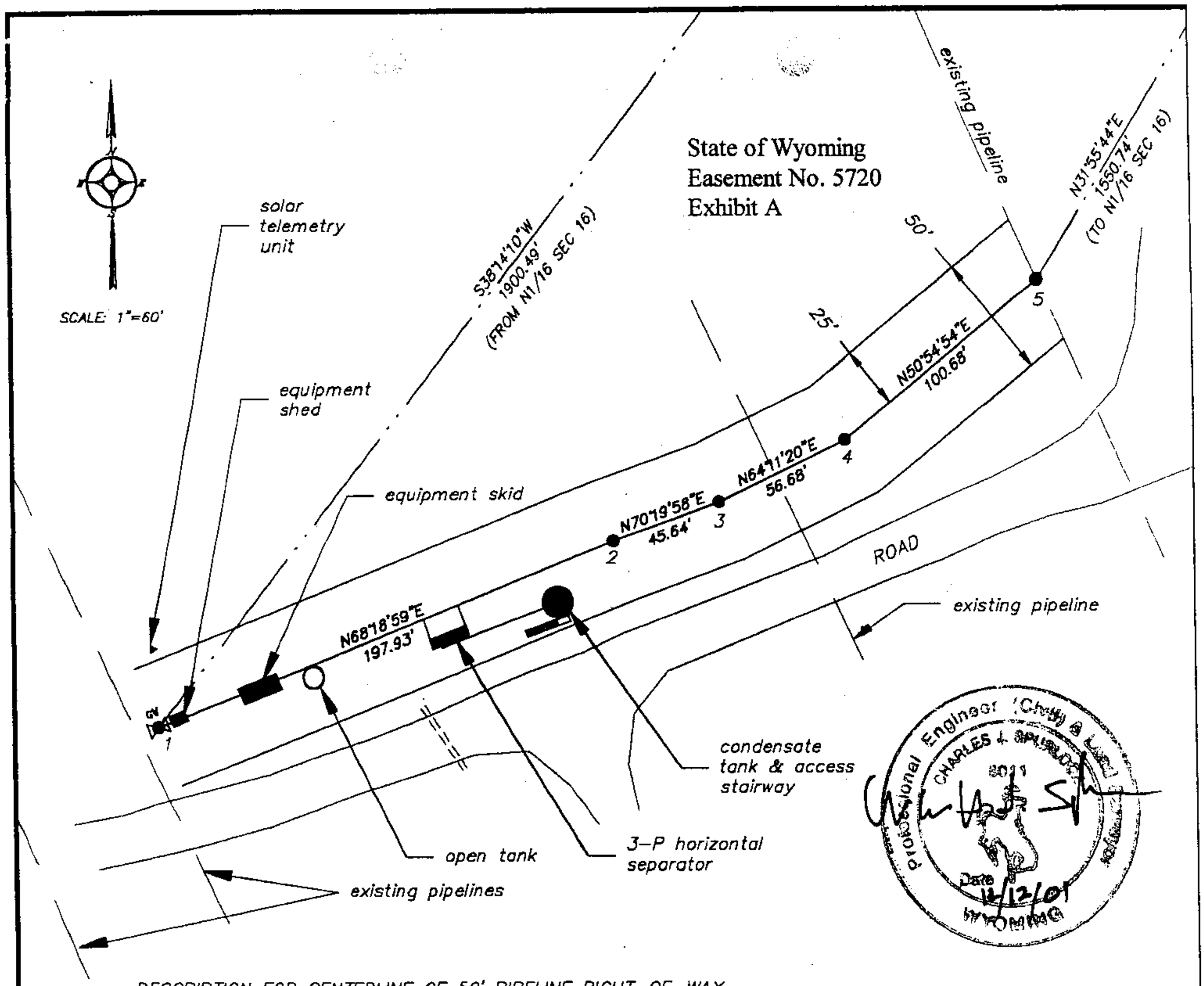
288801

Attorney General's Office Approval as to Form:

Nancy E. Vehr
Nancy E. Vehr, Assistant Attorney General

RECORDED Feb. 4 2002 2:30pm
IN BOOK 73 Misc. PAGE 274
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Suter

f. Examined



DESCRIPTION FOR CENTERLINE OF 50' PIPELINE RIGHT-OF-WAY

COMMENCING AT A GAS VALVE (PI #1) ON AN EXISTING PIPELINE. THIS POINT BEING S38°14'10"W A DISTANCE OF 1900.46' FROM THE NORTH ¼ CORNER SECTION 16 TOWNSHIP 27 NORTH, RANGE 113 WEST, 6th PRINCIPAL MERIDIAN.
THENCE PROCEED N68°18'59"E A DISTANCE OF 197.93' TO PI #2;
THENCE N70°19'58"E A DISTANCE OF 45.64' TO PI #3;
THENCE N64°11'20"E A DISTANCE OF 56.68' TO PI #4;
THENCE N50°54'54"E A DISTANCE OF 100.68' TO PI #5 BEING THE POINT OF TERMINATION OF THIS DESCRIPTION.
FROM THIS POINT THE SAID NORTH ¼ CORNER OF SECTION 16 BEARS N31°55'44"E A DISTANCE OF 1550.74'.

DESCRIBED LENGTH IS 400.93', MORE OR LESS.
DESCRIBED AREA IS .46 ACRES, MORE OR LESS.

CHEVRON USA PRODUCTION COMPANY

PIPELINE RIGHT-OF-WAY
IN THE NW 1/4 OF
SECTION 16
T.27N., R.113W., 6th P.M.

FROM THE OFFICE OF: C.E. SPURLOCK, JR. & ASSOC., LANDER, WY

AUGUST 6, 2001

276

288820

RECORDED Feb. 5 2002 9:55AM
IN BOOK 73 Misc. PAGE 276
FEES $10.00 Mary L. Lilly COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

AFFIDAVIT OF RIGHT-OF-WAY AND EASEMENT CENTERLINE DESCRIPTION

WILLIAMS GAS PROCESSING COMPANY, whose address is P.O. Box 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 13, 1982
Recorded: OCTOBER 12, 1982, BOOK 41 MISC, PAGE 75, DOC #193110
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

Lateral A-6 Ext. #1
LN-82530 G2

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 7th day of January, 2002.

Witness my hand and official seal.

_____
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

June 23, 1983

EXHIBIT "A"

NORTHWEST PIPELINE CORPORATION

BIG PINEY GATHERING SYSTEM LATERAL A-6 EXT. #1
CROSSING A PORTION OF J.F. RANCH INC. PROPERTY
FOR A 60 FOOT RIGHT OF WAY
SECTION 24, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M. &
SECTIONS 19, 18, 17, & 16, TOWNSHIP 28 NORTH, RANGE 112 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 24, 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:

Beginning at a point located in the Northeast quarter of the Southwest quarter of Section 24, said point bears South 26° 22' East, a distance of 4490.5 feet from the Northwest corner of said Section 24;

Thence North 78° 14' East, a distance of 75.0 feet;

Thence North 61° 49' East, a distance of 711.7 feet;

Thence North 77° 25' East, a distance of 1229.3 feet;

Thence North 77° 29' East, a distance of 838.3 feet;

Thence South 89° 11' East, a distance of 461.0 feet to a point located on the East boundary line of said Section 24, said point being Southerly along said Section line, a distance of 727.0 feet from the Northwest corner of Section 19, Township 28 North, Range 112 West;

Thence continuing South 89° 11' East, a distance of 1502.8 feet;

Thence North 70° 47' East, a distance of 2326.5 feet to a point located on the North boundary line of Section 19, said point being Westerly along said Section line a distance of 1311.0 feet from the Northeast corner of said Section 19;

Thence continuing North 70° 47' East, a distance of 1146.4 feet;

Thence North 69° 09' East, a distance of 233.5 feet to a point located on the East boundary line of Section 18, said point being Northerly along said Section line, a distance of 458.0 feet from the Southeast corner of said Section 18;

Thence continuing North 69° 09' East, a distance of 269.5 feet;

Thence North 65° 06' East, a distance of 1075.5 feet;

Thence North 33° 50' East, a distance of 40.0 feet;

Thence North 2° 34' East, a distance of 41.8 feet;

Thence North 35° 24' East, a distance of 40.0 feet;

Thence North 68° 14' East, a distance of 3508.9 feet;

Thence North 78° 54' East, a distance of 893.0 feet to a point located on the East boundary line of Section 17, said point being Northerly along said Section line, a distance of 166.0 feet from the East quarter corner of said Section 17;

Thence continuing North 78° 54' East, a distance of 653.1 feet;

Thence North 78° 04' East, a distance of 694.2 feet to a point located on the East boundary line of the Southwest quarter of the Northwest quarter of Section 16, said point bears North 71° 45' East, a distance of 1389.9 feet from the West quarter corner of said Section 16.

The length of the above described survey line is 15,740.5 feet, or 953.970 rods, or 2.981 miles.

Dwg. No. 6A761.0-2

R/W No. 82530

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: NEWFORK CATTLE CO.
Dated: AUGUST 12, 1982
Recorded: JULY 22, 1983, BOOK 42 MISC, PAGE 633, DOC #197208
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

Trunk "A"
LN-82530 G12

288821

RECORDED Feb. 5 2002 9:55 AM
IN BOOK 73 Misc PAGE 279
FEES $ 9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

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 7th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

8

280

June 22, 1983

Exhibit A

NORTHWEST PIPELINE CORPORATION

GOBBLERS KNOB GATHERING SYSTEM - TRUNK "A"
CROSSING A PORTION OF NEWFORK CATTLE CO., PARTNERSHIP PROPERTY
FOR A 60 FOOT RIGHT OF WAY
SECTIONS 28 & 27, TOWNSHIP 31 NORTH, RANGE 110 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Sections 28 & 27, Township 31 North, Range 110 West, 6th P.M., Sublette County, Wyoming, being 40 feet Southerly and 20 feet Northerly of the following described survey line:

Beginning at a point located on the West boundary line of the Southeast quarter of the Southeast quarter of Section 28, said point bears North 14° 27' West, a distance of 1557.3 feet from the Southeast corner of said Section 28;

Thence North 70° 54' East, a distance of 464.2 feet;

Thence North 50° 02' East, a distance of 1093.0 feet to a point located on the East boundary line of said Section 28, said point being Northerly along said Section line, a distance of 1698.9 feet from the Southeast corner of said Section 28.

Thence continuing North 50° 02' East, a distance of 193.5 feet;

Thence North 78° 30' East, a distance of 934.8 feet;

Thence North 82° 51' East, a distance of 515.2 feet;

Thence South 80° 28' East, a distance of 1257.7 feet;

Thence North 70° 49' East, a distance of 40.0 feet;

Thence North 42° 06' East, a distance of 443.0 feet to a point located on the North boundary line of the Northwest quarter of the Southeast quarter of Section 29, said point bears North 80° 54' West, a distance of 2251.2 feet from the East quarter corner of said Section 29.

The length of the above described survey line is 4941.4 feet, or 299.479 rods, or 0.936 miles.

Dwg. No. A795.0-1

R/W No. 82530

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 SCHAFFER
Dated: JULY 1, 1955
Recorded: JULY 21, 1955, BOOK 15 MISC, PAGE 12, DOC #53658
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

Lateral A-6 Loop
LN-1117 G2

288822

RECORDED Feb 5 2002 9:55AM
IN BOOK 73 Misc. PAGE 281
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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 7th day of January, 2002.

Witness my hand and official seal.

_____
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

10

July 27, 1994

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
LATERAL A-6 LOOP
CROSSING A PORTION OF ALICE M. SCHAFFER PROPERTY
SECTION 28 & 27, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

Parcel #1

A strip of land 50 feet wide across a portion of Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 35 feet Southerly and 15 feet Northerly of the following described survey line; which is the centerline of the existing 6 5/8" diameter pipeline:

Beginning at a point located in the Southeast quarter of the Northeast quarter of Section 28, said point bears North 51°15' West, a distance of 817.3 feet from the East quarter corner of said Section 28;

Thence North 84°21' East, a distance of 137.2 feet;

Thence South 84°06' East, a distance of 254.7 feet;

Thence North 72°48' East, a distance of 258.7 feet to a point located on the East Section line of the Southeast quarter of the Northeast quarter of Section 28, said point bears Northerly along said Section line, a distance of 575.3 feet from the East quarter corner of said Section 28.

The length of the above described survey line is 650.6 feet, or 39.430 rods, or 0.123 miles.

Parcel #2

A strip of land 50 feet wide across a portion of Section 27, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 35 feet Southerly and 15 feet Northerly 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 West Section line of the Southwest quarter of the Northwest quarter of Section 27, said point bears Northerly along said Section line, a distance of 575.3 feet from the West quarter corner of said Section 27;

Thence North 72°48' East, a distance of 757.5 feet;
Thence South 86°29' East, a distance of 329.4 feet;
Thence North 63°04' East, a distance of 459.0 feet;
Thence South 66°05' East, a distance of 79.5 feet;
Thence North 60°46' East, a distance of 80.6 feet;
Thence North 72°43' East, a distance of 1593.4 feet;
Thence North 73°17' East, a distance of 1513.5 feet to a point located in the Northeast quarter of the Northeast quarter of Section 27, said point bears South 43°40' West, a distance of 1020.9 feet from the Northeast corner of said Section 27.

The length of the above described survey line is 4812.9 feet, or 291.691 rods, or 0.912 miles.

The combined lengths of the above described survey line is 5463.5 feet, or 331.121 rods, or 1.035 miles.

Dwg. No. 6AL761.0-1
R/W No. 01117

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: JULY 1, 1955
Recorded: JULY 21, 1955, BOOK 15 M, PAGE 12, DOC #53659
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

Lateral A-6 Loop
LN-1117

288823

ACKNOWLEDGMENT

RECORDED Feb 5 2002 9:55AM
IN BOOK 73 Misc PAGE 284
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoter

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 16th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

July 27, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

LATERAL A-6 LOOP

CROSSING A PORTION OF ALICE M. SCHAFFER PROPERTY

SECTION 28 & 27, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.

SUBLETTE COUNTY, WYOMING

Parcel #1

A strip of land 50 feet wide across a portion of Section 28, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 35 feet Southerly and 15 feet Northerly of the following described survey line; which is the centerline of the existing 6 5/8" diameter pipeline:

Beginning at a point located in the Southeast quarter of the Northeast quarter of Section 28, said point bears North 51°15' West, a distance of 817.3 feet from the East quarter corner of said Section 28;

Thence North 84°21' East, a distance of 137.2 feet;

Thence South 84°06' East, a distance of 254.7 feet;

Thence North 72°48' East, a distance of 258.7 feet to a point located on the East Section line of the Southeast quarter of the Northeast quarter of Section 28, said point bears Northerly along said Section line, a distance of 575.3 feet from the East quarter corner of said Section 28.

The length of the above described survey line is 650.6 feet, or 39.430 rods, or 0.123 miles.

Parcel #2

A strip of land 50 feet wide across a portion of Section 27, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 35 feet Southerly and 15 feet Northerly 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 West Section line of the Southwest quarter of the Northwest quarter of Section 27, said point bears Northerly along said Section line, a distance of 575.3 feet from the West quarter corner of said Section 27;

Thence North 72°48' East, a distance of 757.5 feet;

Thence South 86°29' East, a distance of 329.4 feet;

Thence North 63°04' East, a distance of 459.0 feet;

Thence South 66°05' East, a distance of 79.5 feet;

Thence North 60°46' East, a distance of 80.6 feet;

Thence North 72°43' East, a distance of 1593.4 feet;

Thence North 73°17' East, a distance of 1513.5 feet to a point located in the Northeast quarter of the Northeast quarter of Section 27, said point bears South 43°40' West, a distance of 1020.9 feet from the Northeast corner of said Section 27.

The length of the above described survey line is 4812.9 feet, or 291.691 rods, or 0.912 miles.

The combined lengths of the above described survey line is 5463.5 feet, or 331.121 rods, or 1.035 miles.

Dwg. No. 6AL761.0-1

R/W No. 01117

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: CAROL H. JONES
Dated: JULY 19, 1993
Recorded: JULY 26, 1993, BOOK 61MISC, PAGE 605, DOC #242428
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 #T84X-23G
LN-1239

288824

RECORDED Feb 5 2002 9:55AM
IN BOOK 73 Misc PAGE 287
FEES $10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

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, this16th day of January, 2002.

Witness my hand and official seal.

_____
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

April 14, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

TIP TOP #T84X-23G

CROSSING A PORTION OF CAROL H. JONES PROPERTY

SECTIONS 24 & 23, 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 24, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming, being 30 feet Northerly and 30 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 Northwest quarter of Section 24, said point bears South 4°58' West, a distance of 2232.4 feet from the North quarter corner of said Section 24;

Thence North 54°09' West, a distance of 26.7 feet;

Thence North 85°08' West, a distance of 40.0 feet;

Thence South 63°53' West, a distance of 721.5 feet;

Thence South 86°37' West, a distance of 319.1 feet;

Thence North 80°56' West, a distance of 1312.3 feet;

Thence North 56°22' West, a distance of 55.2 feet to a point located on the West section line of Section 24, said point bears Northerly, a distance of 439.0 feet from the West quarter corner of said Section 24.

The length of the above described survey line is 2474.8 feet, or 149.988 rods, or 0.469 miles.

PARCEL #2

A strip of land 60 feet wide across a portion of Section 23, Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming, being 30 feet Northeasterly and 30 feet Southwesterly of

the following described survey line; which is the centerline of the existing 4 1/2" diameter pipeline:

Beginning at a point located on the East section line of Section 23, said point bears Northerly, a distance of 439.0 feet from the East quarter corner of said Section 23;

Thence North 56°22' West, a distance of 259.3 feet to a point located in the Southeast quarter of the Northeast quarter of Section 23, said point bears North 20°15' West, a distance of 620.9 feet from the East quarter corner of said Section 23.

The length of the above described survey line is 259.3 feet, or 15.715 rods, or 0.049 miles.

The combined length of the above described survey is 2734.1 feet, or 165.703 rods, or 0.518 miles.

Dwg. No. 1T761.0-23-1
R/W No. 01239

290

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: MILLER LAND & LIVESTOCK
Dated: OCTOBER 10, 1988
Recorded: DECEMBER 20, 1988, BOOK 54 MISC, PAGE 478, DOC #223086
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

Middle Piney #4-11 Well Line
LN-287

288825

RECORDED Feb 5 2002 9:55 AM
IN BOOK 73 Misc. PAGE 290
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacks

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 7th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

8

May 15, 1989

NORTHWEST PIPELINE CORPORATION

MIDDLE PINEY #4-11 WELL LINE
CROSSING A PORTION OF MILLER LAND AND LIVESTOCK PROPERTY
SECTION 11, TOWNSHIP 29 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 50 feet wide across a portion of Section 11, Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 35 feet Easterly and 15 feet Westerly of the following described survey line:

Beginning at a point located in the Northwest quarter of the Northwest quarter of Section 11, said point bears North 14°54' East, a distance of 2200.2 feet from the West quarter corner of said Section 11;

Thence North 9°21' West, a distance of 53.51 feet;

Thence North 6°09' West, a distance of 293.99 feet;

Thence North 73°41' West, a distance of 43.10 feet;

Thence North 27°36' West, a distance of 4.30 feet;

to the end of the line at a point located in the Northwest quarter of the Northwest quarter of said Section 11, said point bears South 8°03' East, a distance of 2933.6 feet from the West quarter corner of Section 2, Township 29 North Range 113 West.

The length of the above described survey line is 394.90 feet, or 23.933 rods, or 0.075 miles.

Dwg. No. 16N761.0-4-1
R/W. No. 000287
2880G/41

292

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 RANCHES
Dated: OCTOBER 26, 1988
Recorded: DECEMBER 20, 1988, BOOK 54 MISC, PAGE 476, DOC #223085
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

North Chimney Butte #1023
LN-290 G1

288826

RECORDED Feb. 5 2002 9:55a M
IN BOOK 73 Misc. PAGE 292
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lawson

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 7th day of January, 2002.

Witness my hand and official seal.

_____
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

8

April 7, 1989

NORTHWEST PIPELINE CORPORATION

ENRON - NORTH CHIMNEY BUTTE #1-23 WELL LINE
CROSSING A PORTION OF MIDWAY RANCHES PROPERTY
SECTION 23, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 50 feet wide across a portion of Section 23, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 35 feet Southeasterly and 15 feet Northwesterly of the following described survey line:

Beginning at a point located in the Southwest quarter of the Southwest quarter of Section 23, said point bears North 40°02' East, a distance of 1000.2 feet from the Southwest corner of said Section 23;

Thence North 10°30' West, a distance of 58.3 feet;

Thence North 27°14' East, a distance of 179.4 feet;

Thence North 43°25' East, a distance of 879.7 feet;

Thence North 31°15' East, a distance of 1192.8 feet;

to the point located on the North boundary line of the Northeast quarter of the Southwest quarter of said Section 23, said point bears North 14°56' West, a distance of 2730.4 feet from the South quarter corner of said Section 23.

The length of the above described survey line is 2310.2 feet, or 140.012 rods, or 0.438 miles.

Dwg. No. 6A761.0-14-1

R/W No. 000290

2880G/37

294

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. R. RANCH
Dated: JUNE 17, 1993
Recorded: JUNE 25, 1993, BOOK 92 O&G, PAGE 607, DOC #242087
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 #T67X-31G
LN-1354

288527

RECORDED Feb 5 2002 9:55AM
IN BOOK 73 Misc. PAGE 294
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sater

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 16th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

April 20, 1994

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TIP TOP #T67X-31G
CROSSING A PORTION OF J.F. RANCH, INC. PROPERTY
SECTION 31, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 31, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 20 feet Northwesterly and 40 feet Southeasterly 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 31, said point bears North 38°57' West, a distance of 2356.0 feet from the Southeast corner of said Section 31;

Thence South 40°56' West, a distance of 861.2 feet;

Thence South 66°12' West, a distance of 207.1 feet;

Thence South 87°23' West, a distance of 206.3 feet to a point located in the Southwest quarter of the Southeast quarter of Section 31, said point bears North 36°51' East, a distance of 1393.2 feet from the North quarter corner of Section 6, Township 27 North, Range 113 West.

The length of the above described survey line is 1274.6 feet, or 77.249 rods, or 0.241 miles.

Dwg. No. 5A761.0-21-1
R/W No. 01354

296

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
Dated: MARCH 11, 1993
Recorded: APRIL 5, 1993, BOOK 61 M, PAGE 329, DPC #241019
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

Hogsback #77-31 Loop
LN-1112

288828

ACKNOWLEDGMENT

RECORDED Feb. 5 2002 9:55AM
IN BOOK 73 Misc. PAGE 296
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 16th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

July 26, 1994

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
HOGSBACK #77-31 LOOP
CROSSING A PORTION OF J.F. RANCH, INC. PROPERTY
SECTION 32, TOWNSHIP 27 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 32, Township 27 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 6 5/8" diameter pipeline:

Beginning at a point located on the East Section line of the Northeast quarter of the Southeast quarter of Section 32, said point bears Southerly along said Section line, a distance of 75.0 feet from the East quarter corner of said Section 32;

Thence North 81°24' West, a distance of 13.7 feet;

Thence South 85°46' West, a distance of 1132.5 feet;

Thence South 76°56' West, a distance of 215.4 feet to a point located on the West Sixteenth line of the Northeast quarter of the Southeast quarter of Section 32, said point bears South 81°02' West, a distance of 1366.0 feet from the East quarter corner of said Section 32.

The length of the above described survey line is 1361.6 feet, or 82.521 rods, or 0.258 miles.

Dwg. No. AL761.0-1-1
R/W No. 01112

298

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
Dated: MARCH 11, 1993
Recorded: APRIL 5, 1993, BOOK 61 MISC, PAGE 329, DOC #241019
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

Hogsback #T75X-32G
LN-1237

288829

RECORDED Feb. 5 2002 9:55 AM
IN BOOK 73 Misc. PAGE 298
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sooter

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 16th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

8

April 26, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

HOGSBACK #T75X-32G

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

SECTION 32, TOWNSHIP 27 NORTH, RANGE 113 WEST, 6TH P.M.

SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 32, Township 27 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 Northeast quarter of the Southeast quarter of Section 32, said point bears South 87°59' East, a distance of 4117.8 feet from the West quarter corner of said Section 32;

Thence South 2°59'41" East, a distance of 30.8 feet;

Thence North 87°00' East, a distance of 40.0 feet;

Thence South 85°04' East, a distance of 182.9 to the end of the line at a point located in the Northeast quarter of the Southeast quarter of Section 32, said point bears South 87°31' East, a distance of 4343.1 feet from the West quarter corner of said Section 32.

The length of the above described survey line is 253.7 feet, or 15.376 rods, or 0.048 miles.

Dwg. No. AL761.0-2-1

R/W No. 01237

300

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
Dated: MARCH 11, 1993
Recorded: APRIL 5, 1993, BOOK 61M, PAGE 327, DOC #241018
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 #T83X-31G
LN-1240

288830

RECORDED Feb 5 2002 9:55AM
IN BOOK 73 Misc PAGE 300
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

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 16th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

8.

April 7, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

TIP TOP #T83X-31G

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

SECTION 31, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.

SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 31, Township 28 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 30 feet Southeasterly and 30 feet Northwesterly of the following described survey line; which is the centerline of the existing 4 1/2" diameter pipeline:

Beginning at a point located in the Northwest quarter of the Southeast quarter of Section 31, said point bears North 41°41' West, a distance of 3178.0 feet from the Southeast corner of said Section 31;

Thence North 40°27' East, a distance of 379.7 feet to a point located in the Northwest quarter of the Southeast quarter of Section 31, said point bears South 86°41' West, a distance of 1867.6 feet from the East quarter corner of said Section 31.

The length of the above described survey line is 379.7 feet, or 23.012 rods, or 0.072 miles.

Dwg. No. 5A761.0-20-1

R/W No. 01240

302

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 27, 1993
Recorded: JULY 19, 1993, BOOK 93 O&G, PAGE 15, DOC #242352
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 #T31X-27G
LN-1350

288831

RECORDED Feb 5 2002 9:55AM
IN BOOK 73 Misc. PAGE 302
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 16th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

8

April 14, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

TIP TOP #T31X-27G

CROSSING A PORTION OF ALICE SCHAFFER PROPERTY

SECTION 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 Southeasterly and 30 feet Northwesterly of the following described survey line; which is the centerline of the existing 4 1/2" diameter pipeline:

Beginning at a point located in the Northwest quarter of the Northwest quarter of Section 27, said point bears North 33°46' East, a distance of 2203.3 feet from the West quarter corner of said Section 27;

Thence North 63°48' East, a distance of 115.2 feet;

Thence North 59°08' East, a distance of 182.0 feet;

Thence North 48°41' East, a distance of 164.1 feet to a point located in the Northeast quarter of the Northwest quarter of Section 27, said point bears South 71°00' East, a distance of 1701.9 feet from the Northwest corner of said Section 27.

The length of the above described survey line is 461.3 feet, or 27.958 rods, or 0.087 miles.

Dwg. No. 6A761.0-17-1

R/W No. 01350

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 98 O&G, PAGE 17, DOC #242353
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 #T47X-21G
LN-1353

288832

RECORDED Feb 5 2002 9:55AM
IN BOOK 73 Misc. PAGE 304
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 16th day of January, 2002.

Witness my hand and official seal.

_____
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

April 19, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

TIP TOP #T47X-21G

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 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 on the East quarter line of the Southeast quarter of the Southwest quarter of Section 21, said point bears Northerly along said quarter line, a distance of 1088.4 feet from the South quarter corner of said Section 21;

Thence South 59°36' West, a distance of 162.9 feet;

Thence North 78°13' West, a distance of 224.0 feet to a point located in the Southeast quarter of the Southwest quarter of Section 21, said point bears North 65°18' East, a distance of 2519.0 feet from the Southwest corner of said Section 21.

The length of the above described survey line is 386.9 feet, or 23.449 rods, or 0.073 miles.

Dwg. No. 6A761.0-19-1

R/W No. 01353

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.R. RANCH, INC
Dated: MARCH 11, 1993
Recorded: APRIL 5, 1993, BOOK 61 MISC, PAGE 331, DOC #241020
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

Trunk "A" Loop #3 Extension
LN-1113 G3

288835

RECORDED Feb 5 2002 9:55AM
IN BOOK 73 Misc. PAGE 306
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

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 7th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

August 9, 1994

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TRUNK "A" LOOP #3 EXTENSION
CROSSING A PORTION OF J.F. RANCH, INC. PROPERTY
SECTIONS 29 & 33, TOWNSHIP 27 NORTH, RANGE 113 WEST, 6TH P.M.
SUBLETTE COUNTY, WYOMING

PARCEL #1

A strip of land 60 feet wide across a portion of Section 29, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 40 feet Westerly and 20 feet Easterly of the following described survey line;

Beginning at a point located on the North sixteenth line of the Southeast quarter of the Northeast quarter of Section 29, said point bears South 29°09' West, a distance of 1572.3 feet from the Northeast corner of said Section 29;

Thence South 5°13' West, a distance of 1024.6 feet;

Thence South 14°47' East, a distance of 1469.8 feet;

Thence South 5°13' West, a distance of 189.8 feet;

Thence South 25°13' West, a distance of 17.2 feet to a point located on the South sixteenth line of the Northeast quarter of the Southeast quarter of Section 29, said point bears North 18°55' West, a distance of 1425.4 feet from the Southeast corner of said Section 29.

The length of the above described survey line is 2701.4 feet, or 163.721 rods, or 0.512 miles.

PARCEL #2

A strip of land 60 feet wide across a portion of Section 33, Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 40 feet Southwesterly and 20 feet Northeasterly of the following described survey line;

Beginning at a point located on the West section line of the Northwest quarter of the Northwest quarter of Section 33, said point bears Southerly along said Section line, a distance of 495.0 feet from the Northwest corner of said Section 33;

Thence South 31°10' East, a distance of 532.5 feet;

Thence South 17°26' East, a distance of 330.9 feet to a point located on

the South sixteenth line of the Northwest quarter of the Northwest quarter of Section 33, said point bears North 12°03' East, a distance of 1308.2 feet from the West quarter corner of said Section 33.

The length of the above described survey line is 863.4 feet, or 52.327 rods, or 0.164 miles.

The combined length of the above described survey is 3564.8 feet, or 216.049 rods, or 0.675 miles.

Dwg. No. AL761.0-5
R/W No. 01113

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 OIL CORPORATION
Dated: JUNE 15, 1993
Recorded: JULY 19, 1993, BOOK 93 O&G, PAGE 11, DOC #242349
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 T85X-18G
LN-1388

288836

RECORDED Feb 5 2002 9:55AM
IN BOOK 73 Misc PAGE 309
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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 8th day of January, 2002.

Witness my hand and official seal.

Carolene Underwood
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

310

April 21, 1994

WILLIAMS GAS PROCESSING
BIG PINEY GATHERING SYSTEM
TIP TOP #T85X-18G
CROSSING A PORTION OF MOBIL OIL CORPORATION 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 20 feet Northeasterly and 40 feet Southwesterly 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 Northeast quarter of the Southeast quarter of Section 18, said point bears North 0°06' West, a distance of 2066.6 feet from the Southeast corner of said Section 18;

Thence North 82°53' West, a distance of 201.5 feet;

Thence North 66°09' West, a distance of 208.0 feet to the end of the line at a point located in the Northeast quarter of the Southeast quarter of Section 18, said point bears South 40°16' West, a distance of 606.4 feet from the East quarter corner of said Section 18.

The length of the above described survey line is 409.5 feet, or 24.818 rods, or 0.078 miles.

Dwg. No. TL761.0-1-1
R/W No. 01388

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
DENNIS G. HITTLE,) Probate No. 1806
)
deceased.)

FILED

FEB 0 8 2002

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

DECREE ESTABLISHING RIGHT AND TITLE TO REAL PROPERTY

John S. Mackey, as attorney for the applicant, moves the Court for decree establishing the right and title to real property described in the application of Sandra L. Barton, and the Court finds that the application filed herein on the 16th day of January, 2002 was set for hearing and consideration before the Court at the hour of ten o'clock in the forenoon of the 1st day of February, 2002, notice thereof was duly published in The Pinedale Roundup, a newspaper of general circulation in the County of Sublette on the 24th and 31st days of January, 2002, and the Court further finds the facts stated in the said application are undisputed and true, and the motion of John S. Mackey as attorney for the applicant should be granted and decree entered accordingly;

NOW, THERFORE, upon the said motion of John S. Mackey as attorney for the applicant, the Court does ORDER, ADJUDGE AND DECREE:

That all of the right and title of Dennis G. Hittle, deceased, in and to the following described real property, to-wit:

Residential property:-

An undivided one-fifth (1/5th) interest in and to Lots 10 and 11, Block 1, Jones Addition to the Town of Pinedale, Wyoming;

and

Mineral property:-

An undivided one-fortieth (1/40th) part and share of and interest in and to all of the oil, gas and other minerals in, upon or underlying the following described lands situate in the County of Sublette and State of Wyoming:

Township 32 North, Range 110 West of the 6h P. M. Sublette County, Wyoming

Section 4- Lots 3 and 4, S/2SW/4, 288897

Section 5- Lots 1, 2, 3 and 4, SW/4SE/4, SE/4SW/4

RECORDED Feb. 8 2002 2:05 PM
IN BOOK 73 Misc. PAGE 311
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

Section 6- Lot 1, SE/4SE/4,

Section 8- NW/4, W/2SE/4, E/2SW/4

Section 9- E/2NW/4, NW/4NW/4, SW/4SE/4, E/2SW/4

Section 17- NE/4, NE/4SE/4

Section 28- SE/4

Section 33- E/2NE/4, NW/4NE/4, SE/4NW/4, E/2SE/4, E/2SW/4

Section 34- W/2SW/4, SE/4SW/4

did at the time of death and upon the death of Dennis G. Hittle, deceased, on the 28th day of April, 2001, descend unto and vest in the applicant, Sandra L. Barton, as the sole and only distributee of Dennis G. Hittle, deceased.

Dated this 8th day of February, 2002.

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

State of Wyoming, County of Sublette

288834

IN THE MATTER OF THE ESTATE }
}
OF }
}
LESLIE F. WILCOX, }
DECEASED. }

RECORDED Feb. 11 2002 1:05 PM
IN BOOK 73 Misc. PAGE 313
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

AFFIDAVIT FOR DISTRIBUTION

COME NOW the undersigned, Sharon L. Wilcox, Les Wilcox, Jr., Lanny Wilcox, Michelle Sage, Larry Wilcox, Scott Porter and Loren Wilcox, being first duly sworn upon their oaths, and do hereby depose and say as follows:

1. The above-named Decedent died in Pinedale, Sublette County, Wyoming on October 13, 2001. His last residence was in Pinedale, Sublette County, Wyoming.

2. Decedent left no Last Will and Testament.

3. The value of the entire estate, wherever located, does not exceed Seventy Thousand Dollars ($70,000.00).

4. Thirty days have elapsed since the death of the Decedent.

5. No application for appointment of a personal representative is pending or has been granted in any jurisdiction.

6. The undersigned are related to Decedent as follows:

Sharon L. Wilcox	wife
Les Wilcox, Jr.	son
Lanny Wilcox	son
Michelle Sage	daughter
Larry Wilcox	son
Scott Porter	son
Loren Wilcox	son

7. The undersigned are entitled to delivery of all tangible property of the Decedent. No other distributee of the Decedent has a right to succeed to his property under probate proceedings.

Further your affiants sayeth not.

Sharon L. Wilcox

Les Wilcox, Jr.

Lanny Wilcox

Michelle Sage

Larry Wilcox

Scott Porter

Loren Wilcox

State of Wyoming }
: ss
County of Sublette }

The foregoing was subscribed and sworn to before me this 18th day of December, 2001, by SHARON L. WILCOX. Witness my hand and official seal.

Ken M. McLaughlin
County of
Sublette
My Commission Expires:

Notary Public
State of
Wyoming

Notary Public

My Commission expires 7/15/2005.

State of Wyoming }
: ss
County of Sublette }

The foregoing was subscribed and sworn to before me this 27th day of December, 2001, by LES WILCOX, JR. Witness my hand and official seal.

Notary Public

My Commission expires 7/15/2005.

State of Texas }
: ss
County of Harris }

The foregoing was subscribed and sworn to before me this 5th day of January, 2002, by LANNY WILCOX. Witness my hand and official seal.

Notary Public

My Commission expires 11-13-2004.

CHERYL J. HEINZMANN
Notary Public, State of Texas
Commission Expires 11-13-2004

State of Wyoming }
: ss
County of Sublette }

The foregoing was subscribed and sworn to before me this 27th day of December, 2001, by MICHELLE SAGE. Witness my hand and official seal.

Ken M. McLaughlin
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming

Ken M. McLaughlin
Notary Public

My Commission expires 7/15/2005.

State of ~~Wyoming~~ Michigan }
: ss
County of ~~Sublette~~ Genesee }

The foregoing was subscribed and sworn to before me this 2nd day of February, 2002, by LARRY WILCOX. Witness my hand and official seal.

Brooke Griffin
Notary Public

BROOKE GRIFFIN
NOTARY PUBLIC GENESEE CO., MI
MY COMMISSION EXPIRES Dec 2, 2004

My Commission expires 12/02/04.

State of Michigan }
: ss
County of Genesee }

The foregoing was subscribed and sworn to before me this 2nd day of February, 2002, by SCOTT PORTER. Witness my hand and official seal.

Brooke Griffin
Notary Public

BROOKE GRIFFIN
NOTARY PUBLIC GENESEE CO., MI
MY COMMISSION EXPIRES Dec 2, 2004

My Commission expires 12/02/04.

State of Wyoming }
: ss
County of Sublette }

The foregoing was subscribed and sworn to before me this 20th day of December, 2001, by LOREN WILCOX. Witness my hand and official seal.

Ken M. McLaughlin
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming

Ken M. McLaughlin
Notary Public

My Commission expires 7/15/2005.

cc TOM A

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 WYW153706

---

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: **288951**

RECORDED Feb. 12 2002 10:15 AM
IN BOOK 73 Misc. PAGE 316
FEES $ 30.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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 6-inch temporary surface/10-inch permanent buried gas pipeline (Bull Draw 3-11), on public lands described as follows:

Sixth Principal Meridian, Sublette County, Wyoming
T. 28 N., R. 107 W., 6th P.M.,
section 11: NE¼SW¼, S½SW¼;
section 14: E½NW¼, N½SW¼, SW¼SW¼;
section 22: SE¼NE¼, E½SE¼;
section 23: W½NW¼;
section 26: SW¼SW¼;
section 27: E½E½;
section 35: NW¼NW¼.

b. The right-of-way or permit area granted herein is 50 feet wide, 17,672' feet long and contains 20.28 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.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B, dated August 9, 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. The holder shall contact the authorized officer at least FIVE days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.

g. Construction activity and surface disturbance will be prohibited during the period from April 1 through June 10 for the protection of sage grouse nesting habitat. Any exceptions to this requirement must have prior written approval from the authorized officer.

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 1-23-02. 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.

David Hatfield
(Signature of Holder)

Jul A Mylls
(Signature of Authorized Officer)

So. West Wyo Area Mgr
(Title)

Assistant Field Manager
Minerals and Lands
(Title)

1-23-02
(Date)

1/23/02
(Effective Date of Grant)

PLAN OF DEVELOPMENT
TO ACCOMPANY

Bull Draw #3-11 Well Connect

Exhibit A
WYW153706
August 9, 2001

APPLICATION

I. PROJECT DESCRIPTION

The proposed 6 inch steel temporary surface pipeline (Surface Line), to be replaced two years after construction by a buried 10 inch steel pipeline (Pipeline), will begin at the Bull Draw #3-11 well, located in the Southwest quarter of Section 11, Township 28 North, Range 107 West and head in a Southerly direction to terminate at Mountains pipeline in the Southwest quarter of Section 26, Township 28 North, Range 107 West, Sublette County, Wyoming.

The total length of the right-of-way is approximately 17,672 feet, of which 17,672 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.

The Pipeline will consist of 10 inch steel pipe, O.156 inch wall thickness, Grade X-42 pipe with a maximum operating pressure of approximately 1200 psig.

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 dissipater 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.

EXHIBIT "A"
FORM 299

Proposed
Bull Draw #3-11 Pipeline
Page 1, Section 7

GAS GATHERING LINE APPLICATION

A) **Phase one, one 6 inch above-ground natural gas pipeline approximately 17,672 feet in length, 17,672 feet on Federal lands, to be utilized until the completion of a Permanent Buried Line (see "B") within a 2 year period or as allowed by the Bureau of Land Management.**

B) **Phase two - replacement of 6 inch surface line, one buried 10 inch natural gas pipeline, approximately 17,672 feet in length, 17,672 feet on Federal lands, to connect:**

Bull Draw #3-11 well in	SW ¼ Section 11, T28N-R107W
to an existing pipeline in	SW ¼ Section 26, T28N-R107W Sublette County, Wyoming

B) Valves and appurtenances to control flow; meter runs as needed.

C) 17,672 feet of permanent right-of-way, 50 feet wide.

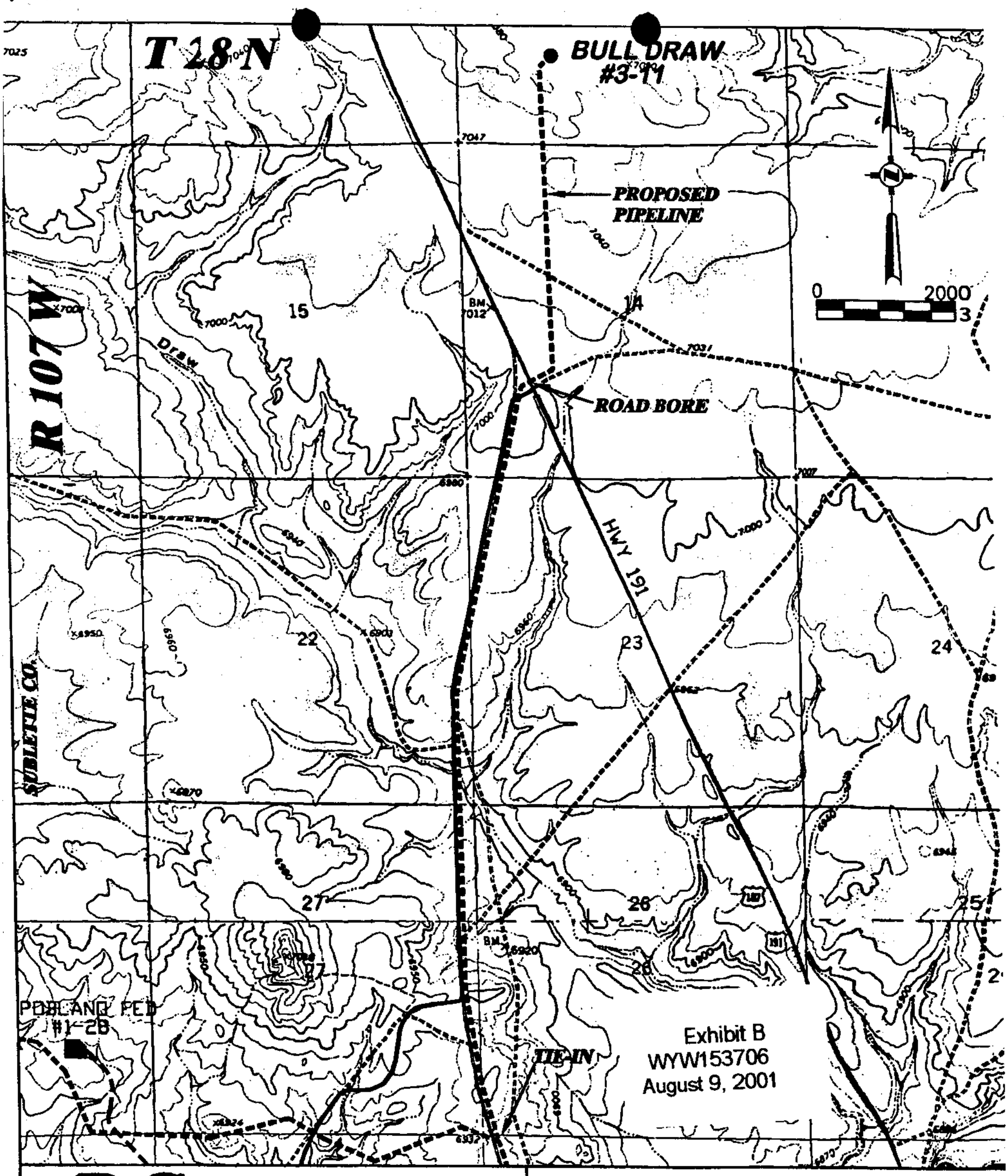
D) As long as there are marketable quantities of gas available.

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.


T 18N
R 107 W
SUBLETTE CO.
BULL DRAW #3-11
PROPOSED PIPELINE
ROAD BORE
HWY 191
TIE-IN
POBLANO FED #1-2B
0
2000
Exhibit B
WYW153706
August 9, 2001
DRIFFIN & ASSOCIATES, INC.
PROPOSED PIPELINE FOR MOUNTAIN GAS RESOURCES BULL DRAW #3-11
1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028
SCALE: 1" = 2000'
JOB No. 7890
TOTAL PROPOSED LENGTH: 17,671.60'
EXISTING ROAD
PROPOSED ROAD
TOPO MAP

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 WYW153707

---

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: **288952**

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 6-inch temporary surface/permanent buried gas pipeline, on public lands described as follows:

Sixth Principal Meridian, Sublette County, Wyoming
T. 28 N., R. 107 W.,
section 28: E½SE¼;
section 33: N½NE¼, SW¼NE¼.

RECORDED Feb. 12 2002 10:15A M
IN BOOK 73 Misc. PAGE 329
FEES $28.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sucton

b. The right-of-way or permit area granted herein is 50 feet wide, 2311 feet long and contains 2.65 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.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or

termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. The stipulations, plans, maps, or designs set forth in Exhibits A and B, dated August 9, 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. The holder shall contact the authorized officer at least FIVE days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may

require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.

g. 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 1-23-02. 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.

h. 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.

i. 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.

j. 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.

k. 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).

l. 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.

m. 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.

n. The holder shall meet Federal, State, and local emission standards for air quality.

o. 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.

p. 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.

q. 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.

(Signature of Holder)

(Signature of Authorized Officer)

So. West Wyo Area Mgr.
(Title)

Assistant Field Manager
Minerals and Lands
(Title)

1-23-02
(Date)

1/23/02
(Effective Date of Grant)

PLAN OF DEVELOPMENT
TO ACCOMPANY

Poblano 7-33 Well Connect

Exhibit A
WYW153707
August 9, 2001

APPLICATION

I. PROJECT DESCRIPTION

The proposed buried 6 inch temporary surface pipeline, to be replaced two years after construction by a buried 6 inch pipeline, will begin at the Poblano 7-33 well, located in the Northeast quarter of Section 33, Township 28 North, Range 107 West and head in a Northeasterly 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 2311 feet, of which 2311 feet are on Federal lands. A 50 foot wide corridor is requested for construction, operational and maintenance purposes.

The pipeline 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.

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.

EXHIBIT "A"
FORM 299

Proposed
Poblano 7-33 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 2311 feet in length, 2311 feet on Federal lands, to connect:

Poblano 7-33 well in NE ¼ Section 33, T28N-R107W

to a proposed pipeline in SE ¼ Section 28, T28N-R107W
Sublette County, Wyoming

B) Valves and appurtenances to control flow; meter runs as needed.

C) 2311 feet of permanent right-of-way, 50 feet wide.

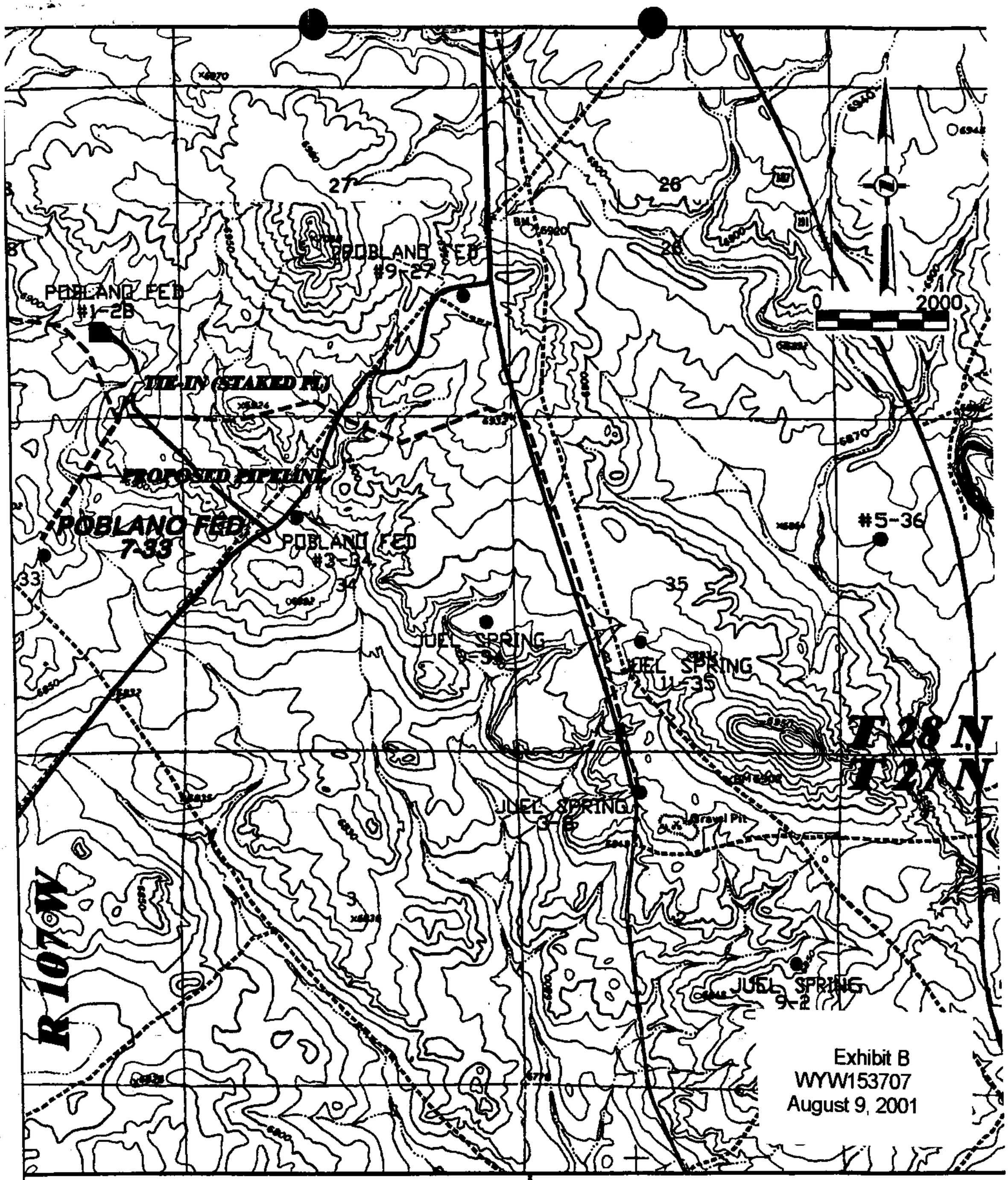
D) As long as there are marketable quantities of gas available.

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.


POBLANO FED #1-28
POBLANO FED #9-27
TIE-IN (STAKED FL)
PROPOSED PIPELINE
POBLANO FED 7-33
POBLANO FED #3-34
JUEL SPRING 9-36
JUEL SPRING 11-35
JUEL SPRING 3-2
JUEL SPRING 9-2
#5-36
Gravel Pit
0
2000
R 107 W
T 28 N
T 27 N
Exhibit B
WYW153707
August 9, 2001
DRG RIFFIN & ASSOCIATES, INC.
1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028
SCALE: 1" = 2000'
JOB No. 6599
PROPOSED PIPELINE
FOR
MOUNTAIN GAS RESOURCES
TOTAL PROPOSED LENGTH: 2311'±
EXISTING ROAD
TOPO MAP

RELEASE OF MECHANIC'S LIEN

The undersigned, **Gopher Construction,** referred to in this Claim of Lien as the Claimant, releases all claims established by a mechanic's lien Recorded in book number 72 page number 724 in volume named Misc in the County of Sublette, State of Wyoming and more particularly described as follows:

Lot three (3) of the Shriver Subdivision, Sublette County, Wyoming

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.

Releasor of Mechanic's Lien **Gopher Construction**

By: Burleigh Binning III, Owner 2/11/02

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 11th day of February, 2002

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

288958

RECORDED Feb. 12 2002 10:55AM
IN BOOK 73 Misc. PAGE 341
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soaker

342

VICINITY MAP

'EYOR

Wyoming do hereby certify that this map was made from
notes taken during an actual survey made by me in November
2001 of Section 33, T35N-R113W, 6th P.M., Sublette County,
epresents said survey and information.

Skylar V. Wilson
Skylar V. Wilson

rveyor was acknowledged before me by Skylar V. Wilson this
, 2002.

al.

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

8/8/02
Seal/Commission Expiration

288976

RECORDED Feb 12 2002 3:20 P M
IN BOOK 73 MISC PAGE 342
FEES $25.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

BY:	SHEET 1
SW	OF 1
Y:	SHEETS
K: 28	JOB NO. #00630

Final	
DESCRIPTION/REVI	NO.

Record Of Survey

Section 33, T35N-R113W

Sublette County, Wyoming

AFFIDAVIT

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

GERALD L. GREENLY, of lawful age, being first duly sworn upon his oath according to law, deposes and says:

1. That DIANA M. GREENLY died intestate at Rock Springs, Sweetwater County, Wyoming, on January 17, 2002.

2. That GERALD L. GREENLY and DIANA M. GREENLY were married to each other on July 8, 1983, at Rock Springs, Sweetwater County, Wyoming.

3. That on the 29th day of August, 1984, GERALD L. GREENLY and DIANA M. GREENLY, husband and wife, purchased the following described real property from George Kettering, Jr. and Donna Kettering, husband and wife, grantors of Sublette County, Wyoming:

> Lot Eight (8), Block Four (4), Barger Subdivision, Fourth Filing, Sublette County, Wyoming, as said lot is laid down and described on the official plat of said subdivision, duly recorded in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith; subject, however, to all mining, mineral and other exceptions, reservations, easements, covenants, restrictions, conditions, and rights of way of record, and further subject to annual or periodic assessments for actual costs for central water and/or sewer systems as set out in the Protective Covenants recorded January 23, 1970, in Book 26 of Misc., page 353, and in the Addendum to Protective Covenants recorded December 5, 1974 in Book 30 of Misc., Page 238.

4. That George Kettering Jr. and Donna Kettering, husband and wife, duly and regularly executed and delivered a Warranty Deed dated August 29, 1984, in favor of GERALD L. GREENLY and DIANA M. GREENLY, husband and wife, Grantees, which Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 30th day of August, 1984, in Book 25 Deeds, Page 337.

5. That at the time of said purchase, and the execution and delivery of the above-described Warranty Deed, the conveyance of the real property hereinabove described was made to GERALD L. GREENLY and DIANA M. GREENLY, husband and wife, as tenants by the entireties, which created an estate by the entireties, and they owned and held the title to said real property as tenants by the entireties continuously from said August 29, 1984, until the death of DIANA M. GREENLY on January 17, 2002.

6. That GERALD L. GREENLY survived DIANA M. GREENLY, and by virtue thereof, said estate by the entireties vested in him upon the death of said DIANA M. GREENLY, and that he then became the owner in fee simple of all the real property held as such tenants by the entireties hereinbefore particularly described.

7. That this affidavit is made in accordance with the provisions of Section 2-9-102, Wyoming Statutes, 1977, and that the Certificate of Death hereunto annexed, and by

289016

RECORDED Feb. 14 2002 3:35 PM
IN BOOK 73 Misc. PAGE 343
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

this reference made a part of this affidavit, is a copy of the official death certificate of the decedent, DIANA M. GREENLY, certified to by the public authority in which such original death certificate is made of record.

DATED this 13 day of February, 2002.

Gerald L Greenly
GERALD L. GREENLY

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

SUBSCRIBED AND SWORN to before me this 13 day of February, 2002, by GERALD L. GREENLY.

KATHY RYAN-NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUG 18, 2005

Kathy Ryan
NOTARY PUBLIC

My Commission Expires:
8.18.05

8

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.)
DIANA	MAE	GREENLY	Female	January 17, 2002

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.)
516-40-6618	62					January 29, 1939

7a. PLACE OF DEATH (Check only one)

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
605 Donalynn Drive	Rock Springs	Sweetwater

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

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	Custodian	School

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	605 Donalynn 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)	16. 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
Wallace	Lloyd	Nash	Lucille	Marie	Finley

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mr. Gerald Greenly	Husband

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
605 Donalynn Drive	Rock Springs, Wyoming		82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY - NAME	20d. LOCATION CITY OR TOWN	STATE
Cremation	Jan. 21, 2002	White Mountain 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]	485	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.): January 22, 2002

22c. HOUR OF DEATH: 10:30 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] Deputy Coroner

23b. DATE SIGNED (Mo., Day, Yr.): January 22, 2002

23c. HOUR OF DEATH: 10:30 P M

23d. PRONOUNCED DEAD (Mo., Day, Yr.): January 18, 2001

23e. PRONOUNCED DEAD (Hour): 12:56 A M

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

Banu E. Symington, M.D., 1204 Hilltop Drive, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) [signature]

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): January 22, 2002

CAUSE OF DEATH

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

28.

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ➡	a. Respiratory Failure	Hours
	DUE TO (OR AS A CONSEQUENCE OF):	
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	b. Pleural Efussions	Weeks
	DUE TO (OR AS A CONSEQUENCE OF):	
	c. Metastatic Carcinoma of Unknown Primary	Weeks
	DUE TO (OR AS A CONSEQUENCE OF):	
	d.	

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

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

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

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

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

VR 2-89
11/99 15M

DATE ISSUED **January 28, 2002**

THIS IS TO CERTIFY THAT this is a true correct conformed reproduction of the original copy of the death certificate completed by the VASE FUNERAL HOME and submitted to the VITAL RECORDS SERVICES, Wyoming Department of Health and Social Services, Division of Health and Medical Services at Cheyenne, Wyoming.

[signature]

VASE FUNERAL HOME
154 Elk Street
Rock Springs, Wyoming 82901

STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

Subscribed and sworn to before me a Notary Public this **28th** day of **January**, **2002**

[signature]

My commission expires on **April 21, 2002**

345

346

289018

RECORDED Feb. 14 2002 4:05pm
IN BOOK 73 Misc. PAGE 346
FEES $ 40.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

AFFIDAVIT OF DAVID R. DIX
AS ATTORNEY-IN-FACT FOR
WESTPORT OIL AND GAS COMPANY, L.P.
Regarding the merger of
ELECTRA RESOURCES, INC.
FORTUNE CORP.
GIN LANE COMPANY
Into
BELCO ENERGY CORP.
And the merger of
BELCO ENERGY CORP.
BOG WYOMING, LLC
BELCO ENERGY I L.P.
Into
WESTPORT OIL AND GAS COMPANY, INC.
And conversion from a corporation into
WESTPORT OIL AND GAS COMPANY, L.P.

I, the undersigned Attorney-in-Fact of Westport Oil and Gas Company L.P., a Delaware domestic limited partnership ("Westport L.P."), for the purpose of placing third parties on notice of the transactions described below, state as follows:

1. I am a duly appointed Attorney-in-Fact of Westport L.P.

2. I have personal knowledge or have obtained appropriate documentation from the Secretary of State of Delaware as to the matters set forth herein.

3. I am familiar with the terms of those certain Plans and Agreements of Merger dated December 21, 2001 (the "Agreements") between Electra Resources, Inc., a Texas corporation ("ERI"), Fortune Corp., a Texas corporation ("FC"), Gin Lane Company, a Delaware corporation ("GLC"), into Belco Energy Corp., a Nevada corporation ("BECNC"). I am also familiar with those certain Plans and Agreements of Merger dated December 28, 2001 (the "Agreements") between Belco Energy I L.P., a Delaware limited partnership ("BELP"), BOG Wyoming LLC, a Wyoming limited liability company ("BOGWY)' and Belco Energy Corp., a Nevada corporation ("BECNC") into Westport Oil and Gas Company, Inc. ("Westport") a Delaware corporation, (the "Surviving Corporation").

4. Pursuant to the provisions of Sections 252 and 263 of the General Corporation Law of the State of Delaware, the Agreements have been approved, adopted, certified, executed and acknowledged by each constituent entity and no amendments or changes to the Certificate of Incorporation of the Surviving Corporation shall be effected.

5. The transaction contemplated by the Agreements were consummated on December 31, 2001 beginning at 11:55 p.m. (the "Closing")

6. Pursuant to the terms of the Agreements, Westport converted from a Delaware corporation into Westport Oil and Gas Company, L.P. a Delaware limited partnership ("Westport L.P.") Attached hereto as Exhibit A are copies of the Certificates of Merger and Conversion evidencing the above.

7. Attached hereto as Exhibit B is a copy of the Power of Attorney appointing David R. Dix as Attorney-in-Fact for Westport L.P.

IN WITNESS WHEREOF, I have executed this Affidavit the 21 day of January, 2002

WESTPORT OIL AND GAS COMPANY, L.P.

David R. Dix, Attorney-in-Fact

STATE OF COLORADO)

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21 day of January 2002, by David R. Dix, Attorney-in-Fact of Westport Oil and Gas Company, L.P. a Delaware limited partnership.

Witness my hand and official seal.

My commission expires: _____

RHONDA C. HOLTGREIVE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 03/07/2004

EXHIBIT A

Delaware

The First 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:

"ELECTRA RESOURCES, INC.", A TEXAS CORPORATION,

"FORTUNE CORP.", A TEXAS CORPORATION,

"GIN LANE COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "BELCO ENERGY CORP." UNDER THE NAME OF "BELCO ENERGY CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEVADA, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2001, AT 2 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001, AT 11:54 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3474695 8100M

010674140

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1531070

DATE: 12-28-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 12/28/2001
010674140 – 2413010

CERTIFICATE OF MERGER
OF
GIN LANE COMPANY, a Delaware corporation
ELECTRA RESOURCES, INC., a Texas corporation
AND
FORTUNE CORP., a Texas corporation
INTO
BELCO ENERGY CORP., a Nevada corporation
adopted as of December 28, 2001

The undersigned corporation DOES HEREBY CERTIFY:

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

Name of Corporation	State
Belco Energy Corp.	Nevada
Gin Lane Company	Delaware
Electra Resources, Inc.	Texas
Fortune Corp.	Texas

SECOND: That a Plan and Agreement of Merger (the "*Plan of Merger*") among the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of Delaware.

THIRD: That the name of the surviving corporation (the "*Surviving Corporation*") of the merger is Belco Energy Corp., a corporation organized under and governed by the laws of the State of Nevada.

FOURTH: That the Articles of Incorporation of Belco Energy Corp. as in effect at the time of the merger shall be the Articles of Incorporation of the Surviving Corporation after the effective time of the merger until thereafter changed or amended as provided therein or by applicable law.

FIFTH: That the complete executed Plan of Merger is on file and available for inspection at an office of the Surviving Corporation, the address of which is 410 Seventeenth Street, Suite 2300, Denver, Colorado 80202.

SIXTH: That a copy of the Plan of Merger will be furnished by the Surviving Corporation (or any successor entity), on request and without cost, to any stockholder of any entity which is a party to this merger.

SEVENTH: That Belco Energy Corp. survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent Delaware corporation as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of Delaware, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 410 Seventeenth Street, Suite 2300, Denver, Colorado 80202 until the Surviving Corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose.

EIGHTH: That this Certificate of Merger shall be effective at 11:54 p.m. (New York City time) on December 31, 2001.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be executed as of the day and year first written above.

BELCO ENERGY CORP.

By: _____
Barth E. Whitham, President

EXHIBIT A

Delaware

The First 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:

"BELCO ENERGY I L.P.", A DELAWARE LIMITED PARTNERSHIP,

"BOG WYOMING LLC", A WYOMING LIMITED LIABILITY COMPANY,

WITH AND INTO "WESTPORT OIL AND GAS COMPANY, INC." UNDER THE NAME OF "WESTPORT OIL AND GAS COMPANY, INC.", 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 DECEMBER, A.D. 2001, AT 3:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001, AT 11:57 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2267653 8100M

010674782

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1531521

DATE: 12-28-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 12/28/2001
010674782 – 2267653

CERTIFICATE OF MERGER
OF
BELCO ENERGY I L.P.,
a Delaware limited partnership; and
BOG WYOMING LLC,
a Wyoming limited liability company
WITH AND INTO
WESTPORT OIL AND GAS COMPANY, INC.
a Delaware corporation

Pursuant to the provisions of Section 263 of the General Corporation Law of the State of Delaware (the "***DGCL***") and Section 17-211 of the Delaware Limited Partnership Act (the "***DLPA***"), Belco Energy I L.P., a Delaware limited partnership ("***BELP***"), BOG Wyoming LLC, a Wyoming limited liability company ("***WYLLC***"), and Westport Oil and Gas Company, Inc., a Delaware corporation (the "***Company***"), hereby execute and adopt the following Certificate of Merger this 28th day of December, 2001 (this "***Certificate of Merger***") and certifies as follows:

1. BELP, WYLLC and the Company are parties to a Plan and Agreement of Merger dated as of December 28, 2001 (the "***Plan***"). The Plan provides for the merger of BELP and WYLLC with and into the Company (the "***Merger***"). The Company shall be the surviving corporation (the "***Surviving Corporation***") of the Merger.

2. The Plan has been approved, adopted, certified, executed and acknowledged in accordance with Section 263C of the DGCL.

3. The Plan and the performance of its terms were duly authorized by all action required by the laws under which each corporation or other entity that is a party to the Merger was incorporated or organized and by its constituent documents.

4. No amendments or changes to the Certificate of Incorporation of the Company shall be effected as a result of the Merger. The Certificate of Incorporation of Westport Oil and Gas Company, Inc. as in effect at the time of the Merger shall be the Certificate of Incorporation of the Surviving Corporation after the effective time of the merger until thereafter changed or amended as provided therein or by applicable law.

5. An executed copy of the Plan is on file and available for inspection at the principal place of business of the Company, which address is:

Westport Oil and Gas Company, Inc.
410 Seventeenth Street
Suite 2300

6. Following the Merger, a copy of the Plan will be furnished by the Company, on written request and without cost, to (i) any shareholder of the Company or any person holding an interest in any other business entity which is to merge into the Company as part of the Merger and (ii) any creditor or obligee of the parties to the Merger at the time of the Merger if such obligation is then outstanding.

7. The Company owns all of the outstanding equity interests of WYLLC, a limited liability company organized on the 26th day of December 1996 pursuant to the Wyoming Statutes.

8. The effective time of the Merger shall be 11:57 p.m. (New York City time) on December 31, 2001.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be executed as of the day and year first written above.

WESTPORT OIL AND GAS COMPANY, INC.

By: _____
Name: Barth E. Whitham
Title: President

By: _____
Name: Howard L. Boigon
Title: Secretary

BELCO ENERGY I L.P.

By: Belco Energy Corp.,
its Managing General Partner

By. _____
Barth E. Whitham, President

BOG WYOMING LLC

By: Belco Energy Corp.,
its Manager

By: _____
Barth E. Whitham, President

EXHIBIT A

Delaware

The First 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:

"BELCO ENERGY CORP.", A NEVADA CORPORATION,

WITH AND INTO "WESTPORT OIL AND GAS COMPANY, INC." UNDER THE NAME OF "WESTPORT OIL AND GAS COMPANY, INC.", 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 DECEMBER, A.D. 2001, AT 3 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001, AT 11:55 O'CLOCK P.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

2267653 8100M

010674618

AUTHENTICATION: 1531432

DATE: 12-28-01

CERTIFICATE OF MERGER

OF
BELCO ENERGY CORP.,
a Nevada corporation
WITH AND INTO
WESTPORT OIL AND GAS COMPANY, INC.
a Delaware corporation

Pursuant to the provisions of Section 252 of the General Corporation Law of the State of Delaware (the "*DGCL*"), Belco Energy Corp., a Nevada corporation and Westport Oil and Gas Company, Inc., a Delaware corporation (the "*Company*"), hereby execute and adopt the following Certificate of Merger this 28th day of December, 2001 (this "*Certificate of Merger*") and certify as follows:

1. Belco Energy Corp. and the Company are parties to a Plan and Agreement of Merger dated as of December 28, 2001 (the "*Plan*"). The Plan provides for the merger of Belco Energy Corp.with and into the Company (the "*Merger*"). Westport Oil and Gas Company, Inc. shall be the surviving corporation (the "*Surviving Corporation*") of the Merger.

2. The Plan has been approved, adopted, certified, executed and acknowledged by each constituent entity in accordance with Section 252 of the DGCL.

3. The Plan and the performance of its terms were duly authorized by all action required by the laws under which each corporation or other entity that is a party to the Merger was incorporated or organized and by its constituent documents.

4. No amendments or changes to the Certificate of Incorporation of the Company shall be effected as a result of the Merger. The Certificate of Incorporation of Westport Oil and Gas Company, Inc. as in effect at the time of the Merger shall be the Certificate of Incorporation of the Surviving Corporation after the effective time of the Merger until thereafter changed or amended as provided therein or by applicable law.

5. An executed copy of the Plan is on file and available for inspection at the principal place of business of the Company, which address is:

Westport Oil and Gas Company, Inc.
410 Seventeenth Street
Suite 2300
Denver, Colorado 80202

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 12/28/2001
010674618 – 2267653

6. Following the Merger, a copy of the Plan will be furnished by the Company, on written request and without cost, to (i) any shareholder of the Company or any person holding an interest in any other business entity which is to merge into the Company as part of the Merger and (ii) any creditor or obligee of the parties to the Merger at the time of the Merger if such obligation is then outstanding.

7. Belco Energy Corp. has 1,000 shares of common stock, par value $.01 per share, authorized and outstanding, which common stock is the only outstanding class or series of capital stock of Belco Energy Corp.

8. The effective time of the Merger shall be 11:55 p.m. (New York City time) on December 31, 2001.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be executed as of the day and year first written above.

WESTPORT OIL AND GAS COMPANY, INC.

By: _____

Name: Barth E. Whitham

Title: President

EXHIBIT A

Delaware

The First 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 "WESTPORT OIL AND GAS COMPANY, INC." TO A DELAWARE LIMITED PARTNERSHIP, CHANGING ITS NAME FROM "WESTPORT OIL AND GAS COMPANY, INC." TO "WESTPORT OIL AND GAS COMPANY, L.P.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2001, AT 4 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. 2001, AT 11:59 O'CLOCK P.M.

2267653 8100V

010676088

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1532808

DATE: 12-31-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/28/2001
010676088 - 2267653

CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED PARTNERSHIP
(Pursuant to Section 266 of the Delaware General Corporation Law and Section 17-217 of the Delaware Limited Partnership Act)

1. The name of the corporation immediately prior to the filing of this Certificate of Conversion with the Secretary of State of the State of Delaware is Westport Oil and Gas Company, Inc

2. The date on which the original Certificate of Incorporation was filed with the Secretary of State of Delaware is July 5, 1991.

3. The name of the limited partnership into which the corporation is herein being converted is Westport Oil and Gas Company, L.P. The Certificate of Limited Partnership of Westport Oil and Gas Company, L.P is being filed concurrently with this Certificate of Conversion in the Office of the Secretary of State of the State of Delaware.

4. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law and Section 17-217 of the Delaware Limited Partnership Act.

5. The effective time of this Certificate of Conversion shall be 11:59 p.m. (New York City time) on December 31, 2001.

Executed on December 28, 2001.

WESTPORT OIL AND GAS COMPANY, INC

By: _____
Name: Barth E. Whitham
Title: President

WHG, INC.
(Sole General Partner of Westport Oil and Gas Company, L.P. as of the effective time of the Conversion)

By: _____
Name: Barth E. Whitham
Title: President

EXHIBIT B

POWER OF ATTORNEY

WESTPORT OIL AND GAS COMPANY, L.P., a Delaware limited partnership ("Westport"), acting hereunder by and through WHG, Inc., its general partner, does hereby constitute and appoint Joe Callaway, Scott D. Coe, and David R. Dix, and each of them, as its true and lawful agents and attorneys-in-fact, for and on behalf of Westport, acting individually, to take any and all actions necessary or advisable in the opinion of any of said attorneys-in-fact affecting or pertaining to the acquisition, exchange, disposition, exploration, development, ownership, management, operation, production, and marketing of oil, gas and other mineral assets, whether real, personal or intangible, and in connection therewith negotiate, execute, acknowledge and deliver any and all contracts, agreements, deeds, leases, assignments, applications, approvals, designations, waivers, releases, certificates, receipts, permits, bonds, notices, affidavits or any other documents or instruments, together with any and all amendments, supplements, ratifications, extensions, renewals, corrections, cancellations or terminations thereof. Without limiting the foregoing, each said attorney-in-fact is authorized and empowered, for and on behalf of Westport, to enter into any and all purchase and sale agreements; exchange agreements; offers to lease or applications to lease oil, gas or other minerals; leases covering oil, gas or other minerals; subleases; releases; rights-of-way or easements; bills of sale; farmouts; exploration agreements; seismic or geophysical data agreements; assignments of record title, working interests, operating rights, or royalty or overriding royalty interests, whether pertaining to Federal, State or privately owned lands; operating agreements; unitization or communitization agreements; pooling declarations or agreements; employment agreements; consulting agreements; service contracts; pumping contracts; rental agreements; drilling contracts; insurance contracts; crude oil marketing agreements; gas marketing agreements; processing agreements; gathering agreements; and transportation agreements, all as may be necessary or advisable in connection with the exercise of the rights and powers herein granted.

Westport agrees to be bound by the acts of each of said attorneys-in-fact and declares that each such act shall be valid and binding on Westport just as if such act had been performed by Westport acting through its general partner, and Westport hereby ratifies, adopts and confirms said acts.

This Power of Attorney is executed this 11th day of January, 2002, but shall be effective as of January 1, 2002, and shall remain in full force and effect until revoked or otherwise terminated and shall terminate in any event for any attorney-in-fact named herein upon the termination of his employment with Westport.

ATTEST:

Secretary

WESTPORT OIL AND GAS COMPANY, L.P., a Delaware limited partnership
By: WHG, INC., its General Partner

By
Barth E. Whitham
President

WHG, Inc. CORPORATE SEAL a Delaware Corporation

ACKNOWLEDGMENT

STATE OF COLORADO
CITY AND
COUNTY OF DENVER

This instrument was acknowledged before me on January 11, 2002, by Barth E. Whitham, President of WHG, Inc., a Delaware corporation, as general partner of Westport Oil and Gas Company, L.P., a Delaware limited partnership, on behalf of said limited partnership.

My Commission Expires

BRENDA LEE PERKINS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 03-31-04

Notary Public in and for
the State of Colorado

364

EASEMENT

JP Ranch, Inc., the address of which is 4700 S. 900 E., Suite 30-205, Salt Lake City, UT 84117, hereinafter referred to as GRANTOR, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, conveys and grants to Ft. William, Inc., the address of which is P.O. Box 2335, Monroe, LA 71027, hereinafter referred to as GRANTEE, a perpetual easement for building, operation, and maintenance of a road for ingress and egress to and for the benefit of that real property located within N ½ of Section 13, T.33 N., R109W, Sublette County, Wyoming, hereinafter referred to as the benefitted lands.

Said road to be SIXTY (60) feet in width, being THIRTY (30) feet on each side of the following described centerline located in the E ½ Section 12, T.33N., R.109W., of the 6th Principle Meridian, Sublette County, Wyoming being more particularly described as follows:
Basis of Bearing being defined from the CN 1/16 corner of said section 12 to the N 1/16 of said Section 12 and Section 7, T.33N., R.108W. as S 89°22'59"E, 2659.17 feet.
Beginning at a point on the east line of said Section 12, said point being located S0°13'12", 502.47 feet from said N 1/16 of Section 12 and Section 7.
Thence from that said point of beginning S39°25'39"W, 1591.30 feet;
Thence S18°41'36"W, 320.19 feet;
Thence S36°33'57"W, 305.30 feet;
Thence S62°05'23"E, 434.35 feet;
Thence S0°12'59"W, 1470.33 feet to the south line of said Section 12 and end of said road easement.

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the grantee herein, its successors or assigns.

IN WITNESS WHEREOF, this easement deed has been executed and delivered by the Grantor this 7th day of February, 2002.

289028

RECORDED Feb 15 20 021045A
IN BOOK 73 MISC PAGE 364
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

JP RANCH, INC.

BY: _____
Ed Thomas

STATE OF WYOMING }
} ss.
COUNTY OF SUBLETTE }

The foregoing instrument was acknowledged before me by Ed Thomas on behalf of JP Ranch, Inc., this 7th day of February, 2002.

Witness my hand and official seal.

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2005

_____
Notary Public

My Commission Expires: 2/23/2005

JPRanch.Easement.wpd

RELEASE OF EASEMENT

This indenture is made this 6 day of Feb., 2002, between JP Ranch, Inc., the address of which is 4700 S. 900 E., Suite 30-205, Salt Lake City, UT 84117, hereinafter referred to as JP Ranch, and Wayne L. Feltner and Virginia P. Feltner, hereinafter referred to as the Feltners.

WHEREAS, the parties hereto are respectively seised in fee as within mentioned.

WHEREAS, the parties hereto wish to abandon and release an easement that is more precisely described in the documents listed below as recorded with the Sublette County Clerk.

WHEREAS the Feltners continue to be the party benefitted by the easement and JP Ranch now owns the property burdened by the easement.

WITNESSETH, that in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by the JP Ranch, the receipt of which is hereby acknowledged, the Feltners hereby release and abandon unto the JP Ranch all of that right of way which was granted to the Feltners through the following documents:

1. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 134, at the Sublette County Clerk's office;
2. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 127, at the Sublette County Clerk's office;
3. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 131, at the Sublette County Clerk's office;
4. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 120, at the Sublette County Clerk's office; and
5. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 124, at the Sublette County Clerk's office.

It is the intent of the Feltners any such rights vested in them by virtue of the above-named documents should be released and abandoned and shall henceforth cease.

IN WITNESS WHEREOF, this Release of Easement has been executed and delivered this 6 day of Feb, 2002.

289027

RECORDED Feb. 15 2002 10:45 AM
IN BOOK 73 Misc. PAGE 365
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sweeton

WAYNE L. FELTNER

VIRGINIA P. FELTNER

STATE OF ~~WYOMING~~ ARIZONA }
COUNTY OF ~~SUBLETTE~~ PIMA } ss.

The foregoing instrument was acknowledged before me by Wayne L. Feltner ~~and Virginia P. Feltner,~~ this 6th day of February, 2002.

Witness my hand and official seal.

OFFICIAL SEAL
WENDI VOGT
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Comm. Expires 03/31/05

Notary Public

My Commission Expires:

STATE OF WYOMING }
} ss.
COUNTY OF SUBLETTE }

The foregoing instrument was acknowledged before me by Virginia P. Feltner, this 12th day of February, 2002.

Witness my hand and official seal.

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2005

Notary Public

My Commission Expires: 2/23/2005

RELEASE OF EASEMENT

This indenture is made this 12 day of Feb, 2002, between JP Ranch, Inc., the address of which is 4700 S. 900 E., Suite 30-205, Salt Lake City, UT 84117, hereinafter referred to as JP Ranch, and Ft. William, Inc., hereinafter referred to as Ft. William.

WHEREAS, the parties hereto are respectively seised in fee as within mentioned.

WHEREAS, the parties hereto wish to abandon and release an easement appurtenant to the North ½ of Section 13, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming. The easement is more precisely described in the documents listed below, as recorded with the Sublette County Clerk.

WHEREAS, Ft. William is the current party benefitted by the easement and JP Ranch currently owns the real property burdened by the easement.

WITNESSETH, that in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by the JP Ranch, the receipt of which is hereby acknowledged, Ft. William hereby releases and abandons unto the JP Ranch all of that right of way which was granted to Ft. William through the following documents:

1. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 134, at the Sublette County Clerk's office;
2. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 127, at the Sublette County Clerk's office;
3. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 131, at the Sublette County Clerk's office;
4. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 120, at the Sublette County Clerk's office; and
5. Non-exclusive Easement Agreement, Recorded in Book 52 Misc., Page 124, at the Sublette County Clerk's office.

It is the intent of Ft. William any such rights vested in it by virtue of the above-named documents should be released and abandoned and shall henceforth cease.

IN WITNESS WHEREOF, this Release of Easement has been executed and delivered this 12 day of Feb, 2002.

289028

RECORDED Feb. 15 2002 10:45AM
IN BOOK 73 Misc PAGE 367
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

FT. WILLIAM, INC

BY: _____

_____
(Position)

STATE OF ~~WYOMING~~ Utah }
} ss.
COUNTY OF ~~SUBLETTE~~ Summit }

The foregoing instrument was acknowledged before me by John M. Ryan on behalf of Ft. William, Inc., this 12th day of Feb, 2002.

Witness my hand and official seal.

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
February 2, 2003
VAL D. WOODWARD
1400 Kearns Blvd.
Park City, Utah 84060

_____
Notary Public

My Commission Expires: 2-2-03

289092

RECORDED Feb. 20 2008 4:40 PM
IN BOOK 73 Misc PAGE 369
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY [illegible]

LF136-04

CLAIM OF LIEN

State of WYOMING

County of SUBLETTE SS.

2/18 ,2008 (year)

Before me, the undersigned Notary Public, personally appeared MATHEW C. RUYBAL

_____ who duly sworn says that he is (the lienor herein) (~~the agent of the lienor herein~~)
(Delete One)

ADVANCED VINYL DESIGN / MATHEW C. RUYBAL
(Lienor's Name)

whose address is 1493 S. PRESTWICK DR. SYRACUSE, UT. 84075
(Lienor's Address)

and that in accordance with a contract with BUD BAILEY CONSTRUCTION INC.

lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

SIDING, SOFFIT & FACIA, FRAME WORK, SHEETMETAL

on the following described real property in SUBLETTE County,

State of WYOMING:

(Describe real property sufficiently for identification, including street and number, if known)

LOT 1 & 2 OF PINEDALE ESTATES ADDITION

BLOCK 5 , I.D. # 02-00-08854

ENTERTHINMENT CENTER / C-STORE

© 1992-2001 E-Z Legal Forms, Inc. Rev. 03/01

This product does not constitute the rendering of legal advice or services. This product is intended for informational use only and is not a substitute for legal advice. State laws vary, so consult an attorney on all legal matters. This product was not necessarily prepared by a person licensed to practice law in your state.

owned by PINEDALE ENTERTAINMENT PARTNERS L.L.C.

of a total value of Nineteen Thousand one hundred Dollars

($ 19,100.00) of which there remains unpaid $ 19,100.00, and

furnished the first of the items on _____, _____ (year) and the last of the

items on November 25, 2001 (year) and (if the lien is claimed by one not in

privity with the owner) that the lienor served his notice to owner on _____,

_____ (year) by _____.
(Method of Service)

and, (if required) that the lienor served copies of the notice on the contractor on _____,

_____ (year), by _____, and on the subcontractor
(Method of Service)

on _____, _____ (year), by _____.
(Method of Service)

_____
Lienor

By _____
Agent

State of Utah }
County of Davis }

On 19th of Feb. 02 before me,
appeared Mathew Rugbal
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature Martha Garcia
Signature of Notary

NOTARY PUBLIC
MARTHA GARCIA
1975 West 1700 So.
Syracuse, UT 84075
COMMISSION EXPIRES
JUNE 20, 2004
STATE OF UTAH

Affiant ____ Known ✓ Produced ID
Type of ID UT DL

(Seal)

RELEASE OF EASEMENT

This indenture is made this 21 day of February, 2002, between J P Ranch, whose address is 4700 S. 900 E., Suite 30-205, Salt Lake City, UT 84117, hereinafter referred to as GRANTOR and Scott Edberg, whose address is P.O. Box 1756, Pinedale, WY 82941, hereinafter referred to as GRANTEE EDBERG, as well as Jeff and Audry Peterson, whose address is P.O. Box 1393, Pinedale, WY 82941, hereinafter referred to as GRANTEE PETERSONS.

WHEREAS, the parties hereto are respectively seised in fee as within mentioned.

WHEREAS, GRANTEE EDBERG owns real property known as Tract B of the Gras Lot Division and GRANTEE PETERSONS own real property known as Tract A of the Gras Lot Division. GRANTOR desires to relinquish his rights to an easement over and on Tract A and Tract B of the Gras Lot Division, more particularly described in the attached Exhibit 1.

WHEREAS, GRANTOR reserves unto itself, its successors and assigns, any right GRANTOR may have to water, ditches and canals located on either Tract A or Tract B of Gras Lot Division, as well as access to such ditches and canals over and across either Tract A or Tract B of the Gras Lot Division.

WHEREAS, the parties hereto wish to abandon and release an easement appurtenant to the NW 1/4 of Section 7, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming.

WITNESSETH, that in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration paid by the GRANTEE EDBERG, the receipt of which is hereby acknowledged, GRANTOR hereby releases and abandons unto GRANTEE EDBERG that easement located over and on the real property owned by GRANTEE EDBERG and further described in Exhibit 1.

WITNESSETH, that in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration paid by the GRANTEE PETERSONS, the receipt of which is hereby acknowledged, GRANTOR hereby releases and abandons unto GRANTEE easement over and on real property owned by GRANTEE PETERSONS an Exhibit 1.

pages 371-375 are duplicated

289096

RECORDED Feb. 21 2002 9:55 AM
IN BOOK T3 Misc. PAGE 371
FEES $ 10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

JPRanch Release Edberg.Peterson.wpd

It is the intent of the GRANTOR that any rights of easement vested in it to the real property described in Exhibit 1 shall be relinquished, abandoned and shall henceforth cease, excepting those rights reserved unto GRANTOR through this document.

IN WITNESS WHEREOF, this Release of Easement has been executed and delivered this 21 day of February, 2002.

J P RANCH

BY: _____

Position: VP

STATE OF WYOMING }
} ss.
COUNTY OF SUBLETTE }

The foregoing instrument was acknowledged before me by Ed Thomas, on behalf of J P Ranch, this 21 day of February, 2002.

Witness my hand and official seal.

Tracey L Hance
Notary Public

My Commission Expires: 8/8/02

EXHIBIT 1

An easement or right-of-way, over and across the NW 1/4 of Section 7, Township 33 North, Range 108 West of the 6th P.M., Sublette County Wyoming, said easement being 60 feet in width, 30 feet on either side of the following described centerline:

Beginning at a point which lies on the north boundary line of said Section 7 and which bears S.89°10'17"E., a distance of 723.58 feet from the northwest corner of same said Section 7;

Thence from said point of beginning S.17°29'43"W., a distance of 333.24 feet along the Badger Ridge Road as shown on the Plat of the Gras Lot Division as recorded in Book 58 Misc., Page 95, in the Office of County Clerk at the Sublette County Courthouse;

Thence S.21°51'43"W., a distance of 194.71 feet;

Thence S.18°43'43"W., a distance of 135.44 feet;

Thence S.19°26'W., a distance of 117 feet;

Thence S.5°49'E., a distance of 400 feet;

Thence S.15°15'W., a distance of 150 feet;

Thence S.32°13'W., a distance of 90 feet;

Thence southwesterly to a point on the west boundary line of said Section 7 and the east boundary line of Section 12, Township 33 North, Range 109 West of the 6th P.M., Sublette County Wyoming, said point being located generally S.00°50'09"W., a distance of 1850 feet, more or less from the northwest corner of said Section 7 and the northeast corner of Section 12, and the point of ending.

EASEMENT

Scott Edberg, the address of whom is P.O. Box 1756, Pinedale, WY 82941, hereinafter referred to as GRANTOR, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, conveys and grants to J P Ranch, Inc., the address of which is 4700 S. 900 E., Suite 30-205, Salt Lake City, UT 84117, hereinafter referred to as GRANTEE, a non-exclusive easement for building, operation, and maintenance of a road for ingress and egress, utilities and other incidental uses for the benefit of that real property now being served by Badger Ridge Road and located within N ½ of Section 13 and Section 12, Township 33 N., R 109 W and the N 1/4 of Section 7, Township 33 N., R 108 W, Sublette County, Wyoming hereinafter referred to as the

benefitted lands.

Said road to be SIXTY (60) feet in width, located in the NW 1/4 of Section 7, Township 33 N., R. 109 W., of the 6th Principle Meridian, Sublette County, Wyoming, more specifically in Tract B of the Gras Lot Division, Book 48 Misc., Page 95; Said easement being 30 feet on each side when measured radially or perpendicularly to the centerline; Said centerline as it existed on February 5, 2002 is more particularly described as follows:
Basis of Bearing being defined from the CN 1/16 corner of Section 12, T. 33 N., R. 108 W to the N 1/16 corner of said Section 12 and said Section 7 as S89°22'59"E, 2659.17 feet.
Beginning at a point on the east line of Tract B of the Gras Lot Division, said point being located N64°36'35", 689.27 feet from said N 1/16 of Section 12 and Section 7.
Thence from said point of beginning S27°11'20"W, 244.60 feet;
Thence S36°09'22"W, 104.57 feet to a point on the south line of said Tract B of the Gras Lot Division;
Said point being located S89°10'33"E, 449.28 feet from said N 1/16 of Section 12 and Section 7.

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the grantee herein, its successors and assigns.

IN WITNESS WHEREOF, this easement deed has been executed and delivered by the GRANTOR this 21 day of February, 2002.

289097

RECORDED Feb. 21 2002 9:55AM
IN BOOK 73 Misc. PAGE 374
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Scott H Edberg
SCOTT EDBERG

JPRanch.Easement.Edberg.wpd

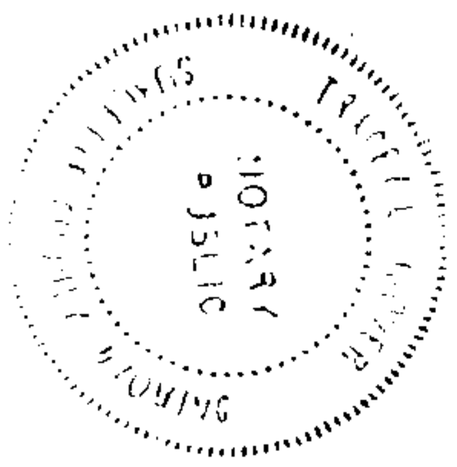
STATE OF WYOMING }
} ss.
COUNTY OF SUBLETTE }

The foregoing instrument was acknowledged before me by Scott Edberg this 21 day of Febraucy, 2002.

Witness my hand and official seal.

Tracey L Hoover
NOTARY PUBLIC

My Commission Expires: 8/8/02



371A

289098

RECORDED Feb 21 2002 10:30 AM
IN BOOK 73 Misc. PAGE 371
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Jackson

EASEMENT

FISHTAIL CATTLE COMPANY, a Wyoming general partnership, GRANTOR, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby GRANTS AND CONVEYS to JP RANCH, INC., a Nevada corporation, its successors and assigns, GRANTEE, the following described easement of right-of-way for building, operation, and maintenance of a road for ingress and egress, utilities and other incidental use, to-wit:

A right-of-way 60 feet in width through portions of the Fishtail Lot Division, a Lot Division of record in the office of the Sublette County Clerk, located in Lot 1 and through portions of Lot 2, both in Section 7, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, being 30 feet on each side of the following described Center Line:

BEGINNING at a point in the right of way of the Fayette-Pole Creek County Road, Sublette County Road 23-121, said point being on the North line of Lot 1, Section 7, which is also the North line of the Fishtail Lot Division, said point being located N 89degress 10'17" W a distance of 531.90 feet from the Northeast corner of the Fishtail Lot Division;

THENCE from said point of beginning S 08 degrees 22'19" W a distance of 1334.75 feet to a point on the South line of Lot 1, Section 7, and the Fishtail Lot Division (the foregoing being identical to the right-of-way as shown on the plat of the Fishtail Lot Division);

THENCE entering Lot 2, Section 7, and continuing S 08 degrees 22'19" W a distance of 30.27 feet,

THENCE N 89 degrees 13'56" W, parallel to the North line of Lot 2, Section 7, a distance of 140 Feet more or less to the Center Line of an existing road.

For the benefit of that real property now being served by Badger Ridge Road, located within Section 7, T33N, R108W, and Section 12, and N1/2 of Section 13, T33N, R109W, Sublette County Wyoming, hereinafter referred to as the benefitted lands.

IN WITNESS whereof this Easement is executed this 21st day of FEB, 2002.

FISHTAIL CATTLE COMPANY
A Wyoming Parnership

ATTEST:

SEAL:

By: Lee J. Wright
TITLE: owner/pres

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by FISHTAIL CATTLE COMPANY, this 21st day of February, 2002, by Lee Wright, its owner.

Witness my hand and official seal.

Cheryl A. Eatinger
Notary Public

My commission expires:

CHERYL A. EATINGER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2/23/2005

VERIFICATION OF SUCCESSOR CO-TRUSTEES RESPECTING REAL PROPERTY

Joseph M. Hay and Camille De Marco Hay, being first duly sworn upon their oaths according to law, certify and state as follows:

1. That on the 28th day of July, 1999, Dorothy E. Hay, as Settlor, and Dorothy E. Hay and Joseph M. Hay, acting as Trustees, entered into an agreement creating the Dorothy E. Hay Living Trust, which trust, for formal purposes, has heretofore been referred to as:

Dorothy E. Hay and Joseph M. Hay, Trustees, or their successors in trust, under the Dorothy E. Hay Living Trust, and any amendments thereto, dated July 28, 1999.

2. That Dorothy E. Hay died at Pinedale, Sublette County, State of Wyoming, on the 24th day of June, 2000.

3. That upon the death of Dorothy E. Hay, Joseph M. Hay and Camille De Marco Hay, acting as Co-Trustees, succeeded to the trusteeship of Dorothy E. Hay under said trust, all in accordance with Section 3.b. of Article Three 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:

Joseph M. Hay and Camille De Marco Hay, Co-Trustees, under the Dorothy E. Hay Living Trust, and any amendments thereto, dated July 28, 1999.

5. That pursuant to the terms of the Dorothy E. Hay Living Trust dated July 28, 1999, title to the following real property should now be in the names of Joseph M. Hay and Camille De Marco Hay, Co-Trustees, under the Dorothy E. Hay Living Trust, and any amendments thereto, dated July 28, 1999:

An undivided one-half interest in the following described real property:

Lot No. Ten (10) Redstone New Fork River Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-officio Register of Deeds for Sublette County, Wyoming.

289104

RECORDED Feb. 21 2002 11:10AM
IN BOOK 73 Misc. PAGE 372
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

X Joseph M. Hay
Name: Joseph M. Hay
Co-Trustee under the Dorothy E. Hay Living Trust, dated July 28, 1999

By Cathy Scott

Camille De Marco Hay

Name: Camille De Marco Hay
Co-Trustee under the Dorothy E. Hay
Living Trust, dated July 28, 1999

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

The foregoing instrument was acknowledged before me this 19th day of February, 2002, by Joseph M. Hay.

Witness my hand and official seal.

My commission expires:

4/19/05

DEBORAH J. WOOD - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 4/19/05

Deborah J. Wood
Notary Public

The State of Colorado)
: ss.
County of Larimer)

The foregoing instrument was acknowledged before me this 30th day of January 2002, by Camille De Marco Hay.

Witness my hand and official seal.

My commission expires:

My Commission Expires
5/1/2005

Notary Public

DAWN D. JORDAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 5/1/2005

VERIFICATION OF SUCCESSOR CO-TRUSTEES RESPECTING REAL PROPERTY

Joseph M. Hay and Camille De Marco Hay, being first duly sworn upon their oaths according to law, certify and state as follows:

1. That on the 28th day of July, 1999, Joseph M. Hay, as Settlor, and Joseph M. Hay and Dorothy E. Hay, acting as Trustees, entered into an agreement creating the Joseph M. Hay Living Trust, which trust, for formal purposes, has heretofore been referred to as:

Joseph M. Hay and Dorothy E. Hay, Trustees, or their successors in trust, under the Joseph M. Hay Living Trust, and any amendments thereto, dated July 28, 1999.

2. That Dorothy E. Hay died at Pinedale, Sublette County, State of Wyoming, on the 24th day of June, 2000.

3. That upon the death of Dorothy E. Hay, Joseph M. Hay and Camille De Marco Hay, acting as Co-Trustees, succeeded to the trusteeship of Dorothy E. Hay under said trust, all in accordance with Section 3.b. of Article Three 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:

Joseph M. Hay and Camille De Marco Hay, Co-Trustees, under the Joseph M. Hay Living Trust, and any amendments thereto, dated July 28, 1999.

5. That pursuant to the terms of the Joseph M. Hay Living Trust dated July 28, 1999, title to the following real property should now be in the names of Joseph M. Hay and Camille De Marco Hay, Co-Trustees, under the Joseph M. Hay Living Trust, and any amendments thereto, dated July 28, 1999:

An undivided one-half interest in the following described real property:

Lot No. Ten (10) Redstone New Fork River Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-officio Register of Deeds for Sublette County, Wyoming.

289105

RECORDED Feb 21 20 02 11:10 AM
IN BOOK 73 Misc. PAGE 374
FEES $ 8.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

X Joseph M. Hay
Name: Joseph M. Hay
Co-Trustee under the Joseph M. Hay Living Trust, dated July 28, 1999

375A

Camille De Marco Hay

Name: Camille De Marco Hay
Co-Trustee under the Joseph M. Hay
Living Trust, dated July 28, 1999

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

The foregoing instrument was acknowledged before me this 19th day of February, 2002, by Joseph M. Hay.

Witness my hand and official seal.

My commission expires:

4/19/05

DEBORAH J. WOOD - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 4/19/05

Deborah J. Wood
Notary Public

The State of Colorado)
: ss.
County of Larimer)

The foregoing instrument was acknowledged before me this 30th day of January, 2002, by Camille De Marco Hay.

Witness my hand and official seal.

My commission expires:

My Commission Expires
5/1/2005

Dawn D. Jordan
Notary Public

DAWN D. JORDAN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 5/1/2005

AMENDED VERIFICATION OF SUCCESSOR CO-TRUSTEES RESPECTING REAL PROPERTY

Joseph M. Hay and Camille De Marco Hay, being first duly sworn upon their oaths according to law, certify and state as follows:

1. That on the 28th day of July, 1999, Joseph M. Hay, as Settlor, and Joseph M. Hay and Dorothy E. Hay, acting as Trustees, entered into an agreement creating the Joseph M. Hay Living Trust, which trust, for formal purposes, has heretofore been referred to as:

Joseph M. Hay and Dorothy E. Hay, Trustees, or their successors in trust, under the Joseph M. Hay Living Trust, and any amendments thereto, dated July 28, 1999.

2. That Dorothy E. Hay died at Pinedale, Sublette County, State of Wyoming, on the 24th day of June, 2000.

3. That upon the death of Dorothy E. Hay, Joseph M. Hay and Camille De Marco Hay, acting as Co-Trustees, succeeded to the trusteeship of Dorothy E. Hay under said trust, all in accordance with Section 3.b. of Article Three 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:

Joseph M. Hay and Camille De Marco Hay, Co-Trustees, under the Joseph M. Hay Living Trust, and any amendments thereto, dated July 28, 1999.

5. That pursuant to the terms of the Joseph M. Hay Living Trust dated July 28, 1999, title to the following real property should now be in the names of Joseph M. Hay and Camille De Marco Hay, Co-Trustees, under the Joseph M. Hay Living Trust, and any amendments thereto, dated July 28, 1999:

An undivided 19/20ths interest in and to the following described real property:

Lots One (1) and Two (2), in Block Seven (7), Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming, as said lots are laid down and described on the official plat of said subdivision, duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

289106

RECORDED Feb 21 2002 11:10 AM
IN BOOK 73 Misc. PAGE 376
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sooter

Joseph M. Hay
Name: Joseph M. Hay
Co-Trustee under the Joseph M. Hay Living Trust, dated July 28, 1999

Camille De Marco Hay

Name: Camille De Marco Hay
Co-Trustee under the Joseph M. Hay
Living Trust, dated July 28, 1999

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

The foregoing instrument was acknowledged before me this 19th day of February, 2002, by Joseph M. Hay.

Witness my hand and official seal.

My commission expires:

4/19/05

DEBORAH J. WOOD - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 4/19/05

Deborah J Wood
Notary Public

The State of Colorardo)
: ss.
County of Larimer)

The foregoing instrument was acknowledged before me this 30th day of January, 2002, by Camille De Marco Hay.

Witness my hand and official seal.

My commission expires:

My Commission Expires
5/1/2005

Dawn D Jordan
Notary Public

DAWN D. JORDAN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 5/1/2005

A. Eatinger

PUBLIC

NOTARY PUBLIC
STATE OF WYOMING
MY COMMISSION EXPIRES 1/23/2005

NISE.

D DIVISION
COUNTY

378

ROPERTY

L HAVE 3.00 ACRES

ERDE ENGINEERING
BOX 642
ALE, WY. 82941

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

289140

RECORDED Feb 22 2002 3:30PM
IN BOOK 73, MISC PAGE 378
FEES $ 50.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

DUGAN LOT DIVISION

BEING
LOT 5, SHRIVER SUBDIVISION
LOCATED IN
THE NW1/4 OF SECTION 29,
T.34N., R.109W., OF THE 6TH P.M.
SUBLETTE COUNTY, WYOMING

ORIGINAL

Craig W. Christensen (ISB #2086)
CRAIG W. CHRISTENSEN, CHARTERED
414 South Garfield
P.O. Box 130
Pocatello, Idaho 83204-0130
Telephone: (208) 234-9353
Fax: (208) 234-9357

289173

U.S. COURTS
01 DEC 27 PM 3:10
RECEIVED
CLERK'S OFFICE

RECORDED Feb 26 2002 2:15 P.M.
IN BOOK 73 Misc. PAGE 379
FEES $22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Attorneys For: L. D. Fitzgerald, Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In the Matter of WILLIAM J. ARNELL, Debtor.	Bankruptcy No. 94-02317 ORDER APPROVING SALE BY TRUSTEE OF REAL PROPERTY FREE AND CLEAR OF LIENS AND OTHER INTERESTS

This matter came on for hearing before the Court on the 18th day of December, 2001, pursuant to the Notice of Sale by Trustee of Real Property Free and Clear of Liens and Other Interests dated November 21, 2001.

The Trustee appeared in person and with his attorney of record, Craig W. Christensen; Bart M. Davis appeared on behalf of Robert J. Bing and Carolyn Bing. No other parties in interest appeared either in person or through counsel.

The Court was advised that neither the Trustee nor his counsel had received any objections to said Notice of Sale by Trustee as required by the terms and provisions of said Notice.

The Court having reviewed the pleadings on file herein, together with the oral representations of counsel, and good cause appearing;

ORDER APPROVING SALE BY TRUSTEE
OF REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS

Certified to be a true and correct copy of original filed in my office
United States Bankruptcy Court, District of Idaho
By: Deputy Date 11/27/02

79

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

1. The Notice of Sale by Trustee of Real Property Free and Clear of Liens and Other Interests dated November 21, 2001, and filed with the Court on November 21, 2001, pertaining to the sale of the estate's interest in the following described real property to Robert J. Bing and Carolyn Bing, or their designee, as more particularly described therein, is hereby approved.

2. The Trustee shall, pursuant to the terms and provisions of said Notice of Sale by Trustee of Real Property Free and Clear of Liens and Other Interests dated November 21, 2001, transfer, sell and convey all of the estate's interest in the following described real property to Robert J. Bing and Carolyn Bing, or their designee, for their cash bid of $50,000.00, to wit:

> Lot 7, Half Moon 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.
>
> Together with any tenements, hereditaments, improvements, structures, buildings, or appurtenances appertaining thereto.

3. The sale of the estate's interest shall be without representation or warranty as to the environmental conditions or status of the buildings or the lands upon which they are situate or

as to the condition, existence, or usability of the buildings and structures. The sale shall be without any type of recourse or claim whatsoever against the Trustee, his agents, or the estate of William J. Arnell.

4. The sale and transfer of the estate's interest in the hereinabove referenced real property shall be "as is", "where is" with no guarantees or warranties of any nature whatsoever, either express or implied, or of merchantability or of fitness for a particular purpose, and shall be free and clear of any and all liens, claims, mortgages, interests, encumbrances of any nature whatsoever, whether or not specifically listed herein, including any redemption rights as provided in Wyoming Code as now enacted or hereafter modified.

5. Any and all valid liens, claims, mortgages, interests, encumbrances of any nature whatsoever, shall attach to the net sale proceeds.

6. The sale shall be closed by First American Title Company, 15 S. Fremont, Pinedale, Wyoming, ("closing agent"), as soon as conveniently possible after Bankruptcy Court approval of the sale; but in any event within thirty (30) days after execution of this Order.

7. The estate's interest in the real property shall be sold to Robert J. Bing and Carolyn Bing, or their designee, who shall satisfy and pay any and all transfer fees and costs, and all

assessments, costs, claims, obligations, debts or liabilities, including but not limited to those arising out of or in any way pertaining to Environmental Protection Agency rules and regulations.

8. Robert J. Bing and Carolyn Bing, or their designee, shall be solely responsible for any and all costs associated with the storage, transfer, delivery, elimination or eradication of hazardous waste or materials, including asbestos. Robert J. Bing and Carolyn Bing shall indemnify and hold the estate, the Trustee and his agents harmless from any claims thereunder or applying thereto.

9. The estate shall pay at the time of closing all delinquent real property taxes due and owing as of June 28, 2001 which was the date when the one-half interest in the real property of the estate was acquired by Robert J. Bing and Carolyn Bing. Any and all real property taxes assessed against the one-half interest acquired by Robert J. Bing and Carolyn Bing after June 28, 2001 shall be paid by Robert J. Bing and Carolyn Bing. After June 28, 2001 any and all real property taxes assessed as to the remaining one-half interest, which is the subject matter of this proposed sale, shall be pro rated between the parties through date of closing (based upon a 365 day year per diem basis).

The estate shall pay at the time of closing all delinquent city or county assessments due and owing as of June 28, 2001; any and all delinquent city or county assessments incurred thereafter, including the current city or county assessments shall be pro rated between

the parties through date of closing (based upon a 365 day year per diem basis).

10. The estate shall pay at the time of closing to Robert J. Bing and Carolyn Bing a sum equal to one-half of the insurance premium incurred and paid by Robert J. Bing and Carolyn Bing on the subject premises, which sum shall be pro rated between the parties from date of purchase through date of closing.

11. Any and all costs of closing shall be equally paid by Robert J. Bing and Carolyn Bing, and the estate at the time of closing.

12. The estate shall purchase for Robert J. Bing and Carolyn Bing a standard form owner's title insurance policy for the amount of the purchase price insuring purchaser, subject to the usual printed conditions and exceptions contained in the usual form of standard title insurance, including those listed in Schedule B Section II - Exceptions to the First American Title Company Commitment dated September 3, 2001.

13. The closing agent shall not withhold any commissions or brokerage fees from the gross sale proceeds and, except as provided herein, shall submit the gross sale proceeds to **"L. D. Fitzgerald, Trustee, for the Estate of William J. Arnell"**.

14. L. D. Fitzgerald, Trustee, shall act as the "disbursing agent" at the time of closing, and shall from the gross sale

proceeds issue any and all payments necessary to close the estate sale and to cover the estate's share of the "costs of closing" as hereinabove specified and required to be paid by the estate.

15. The Trustee shall deposit the remaining net sale proceeds into an interest bearing, U.S. Trustee approved and qualified Bank account, and shall retain the remaining net sale proceeds for payment of administrative claims of the bankruptcy estate, payments to secured creditors on disputed secured claims, payments to lienholders, payments of commissions to the estate, payments to unsecured creditors on allowed unsecured claims, and to the Debtor, William J. Arnell, his heirs or assigns. All such disbursements shall be in accordance with the United States Bankruptcy Code, Rules of Bankruptcy Procedure and applicable local rules as well as pursuant to subsequent Bankruptcy Court Orders.

16. The sale of the estate's interest in the hereinabove described real property shall be free and clear of any and all claims, liens or encumbrances, including but not limited to the Judgment Lien of Providian National Bank.

17. The "remaining sale proceeds", including any commissions to be paid to the Estate, will thereafter be administered by the Trustee, as "disbursing agent" pursuant to 11 U.S.C. 704 and 726 and the terms and provisions of the United States Bankruptcy Code.

18. At the time of closing, Robert J. Bing and Carolyn Bing shall receive a Trustee's Deed in standard form, including the

applicable provisions contained herein, transferring to the purchaser all of the estate's remaining right, title and interest in and to the hereinabove described real property.

19. Robert J. Bing and Carolyn Bing shall be entitled to physical possession of the estate's interest in the above described real property upon conclusion of the closing as herein provided. Until such time, the Estate of William J. Arnell shall remain in physical possession and control of the one-half interest, which is the subject matter of this proposed sale. The one-half interest in the real property acquired by Robert J. Bing and Carolyn Bing on June 28, 2001 shall remain in the possession and control of Robert J. Bing and Carolyn Bing. Upon conclusion of the closing, the risk of loss as to any and all property transferred shall transfer to Robert J. Bing and Carolyn Bing and they shall immediately become fully responsible for any loss or damage which occurs to the estate's interest in said real property. It shall be the sole responsibility of the Robert J. Bing and Carolyn Bing to initiate whatever procedures are necessary in order to obtain ultimate possession of said real property.

20. The "remaining sale proceeds", including any commissions to be paid to the Estate, will thereafter be administered by the Trustee, as "disbursing agent" pursuant to 11 U.S.C. 704 and 726 and the terms and provisions of the United States Bankruptcy Code.

21. It is expressly provided that a copy of this Order shall be mailed to Larry Harrington, P.O. Box 51214, Casper Wyoming 82605, who is legal counsel for Providian National Bank a Judgment holder against Laura Bowlin rendered July 6, 1999. Providian National Bank and/or Larry Harrington shall have a period of fifteen (15) days from date of mailing within which to file a formal objection to this Order. In the event Providian National Bank and/or Larry Harrington fail to timely file a formal objection to this Order, then this Order shall become a final Order without further hearing, notice, or judicial proceedings.

DATED This 27th day of Dec., 2001.

United States Bankruptcy Judge

READ AND APPROVED BY:

Bart M. Davis

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the 27th day of Dec., 2001, I mailed a conformed, file-stamped copy of the foregoing Order Approving Sale By Trustee Of Real Property Free And Clear Of Liens and Other Interests, postage prepaid thereon, to the below named parties:

Office of the U. S. Trustee
P. O. Box 110
Boise, ID 83701

L. D. Fitzgerald, Trustee
P. O. Box 6199
Pocatello, ID 83205

Larry Harrington
Attorney at Law
P.O. Box 51214
Casper, WY 82605

Craig W. Christensen
Attorney at Law
P. O. Box 130
Pocatello, ID 83204-0103

Bart M. Davis
Attorney at Law
P. O. Box 50660
Idaho Falls, ID 83405

CAMERON S. BURKE, CLERK

By Dawn Williams
Deputy Clerk

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

289241

RECORDED March 1 2002 10:50AM
IN BOOK 73 Misc. PAGE 388
FEES $ 8.00 M. Lou McChesney COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

CERTIFICATE OF SALE AND PURCHASE

The undersigned, being first duly sworn upon oath, deposes and states:

1. That Hank Ruland is the duly elected, qualified and acting Sheriff of the County of Sublette, State of Wyoming, and pursuant to the authority of said office and being specifically authorized as shown by the Judgment entered in Civil Action No. 6271 on January 10, 2002, by the Ninth Judicial District Court, Sublette County, Wyoming in favor of Plaintiffs, Charles B. McChesney and Mary Lou McChesney declaring that any claim of interest adverse to Plaintiffs' interests in the property securing the indebtedness described in Plaintiffs' Complaint by the Defendants Timothy M. McMullin, Angela K. McMullin, Burney Darren Creswell and Sharon Hall Creswell, or any other person or entity claiming through or under any of them, and the Notice of Foreclosure Sale in the *Pinedale Roundup*, a weekly newspaper of general circulation published at Pinedale, Sublette County Wyoming, a copy of which said Notice published on January 31, February 7, 14, and 21, 2002 is hereto attached and by this reference incorporated herein; the undersigned caused certain real property situate in Sublette County, State of Wyoming hereinafter identified to be foreclosed by sale as by law provided to the highest bidder for cash at public vendue at the front door of the Pinedale County Courthouse located in Pinedale, Wyoming at the hour of 10:00 in the forenoon on March 1, 2002 to satisfy the amounts due under the terms of said mortgage dated October 9, 1998 from Timothy M. McMullin and Angela K. McMullin, husband and wife, Mortgagors to Charles B. McChesney and Mary Lou McChesney as Mortgagees recorded on October 12, 1998 in Book 73; Page 45 of the records of the Office of the County Clerk, Sublette County, Wyoming, covering the following described real property to wit:

> Lots 16, 17 and 18, Block 46 of the Townsite 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 including appurtenances and improvements thereon namely a 1973 Lancer Mobil Home, VIN# 2F&R14742848.

The undersigned states that as Sheriff authorized by law, in compliance with the above referenced judgment and in said Notice of Foreclosure Sale, and having been presented with satisfactory evidence that said Notice of Foreclosure Sale, was published in accordance with law and that said mortgage indebtedness or Mortgage having not been assigned, proceeded to offer such

property for sale at the time, place and in the manner above stated to satisfy the amounts due and secured by the terms of said Mortgage; whereupon Gregory Frank Allen, Sr. did bid the sum of $ 19,700.00 for said real property, which was the highest and best sum bid thereon, and the same was accordingly struck off and sold by the undersigned Sheriff to Gregory Frank Allen, Sr. as Purchaser for the sum of $ 19,700.00.

The undersigned further states that the sale of said real property and improvements made as aforesaid was in full compliance with the terms of said published Notice of Foreclosure Sale, the above referenced judgment and the statutes of the State of Wyoming governing this foreclosure sale, and in all respects said sale was honestly, fairly, and regularly conducted according to the best knowledge and belief of the undersigned; and that this Certificate of Sale and Purchase is given to the said Purchaser of this real property to confirm and perpetuate the evidence of this foreclosure sale.

Unless redemption of said real property by said Mortgagor is made within three months of the date of sale, or any redemption subsequently made by a person entitled to redeem pursuant to W.S. § 1-18-104, the Purchaser will be entitled to a Sheriff's Deed conveying all right, title and interest of the said Mortgagors in and to the real property at the expiration of the redemption period.

Hank Ruland
Sheriff of Sublette County, Wyoming
by Henry Schmidt
Undersheriff

STATE OF WYOMING)
)ss.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me by ~~Hank Ruland, Sheriff,~~ Henry Schmidt, Undersheriff of Sublette County, Wyoming this 1 day of March, 2002.

Witnessed my hand and seal

Notary Public

My commission expires: 10-06-04

CRG:S:\McChesney\Certificate of Sale 2-27-02.wpd

289244

RECORDED Mar 1 20 02 1:15 pM
IN BOOK 73 Misc. PAGE 390
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

AFFIDAVIT OF SURVIVORSHIP

Kim S. Shaver, of lawful age, being first duly sworn according to law upon her oath, deposes and states as follows:

1. Rocky W. Shaver died intestate in Bannock County, State of Idaho, on July 28, 2001.

2. Rocky W. Shaver and Kim S. Shaver were husband and wife, having intermarried September 4, 1982 and were husband and wife on the date of Rocky W. Shaver's death.

3. Rocky W. Shaver and Kim S. Shaver acquired, as tenants of an estate by the entireties with full right of survivorship, the following described real property by a warranty deed dated the 7th day of May, 1993, which warranty deed was recorded at the hour of 10:00 a.m. in the office of the County Clerk for Sublette County, Wyoming on May 20, 1993. The property subject of the warranty deed is described as follows:

> Lot Thirty (30), Big Country Ranches, Third Filing, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining.
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of way of record or in use and to prior mineral reservations of record.
> SUBJECT TO restrictions and covenants governing Big Country Ranches, Third Filing, as recorded June 20, 1978, in Book 34 of Misc., Page 165 in the office of the County Clerk, Sublette County, Wyoming;
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
> NO PROPOSED DOMESTIC WATER SOURCE.
> NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

4. Rocky W. Shaver and Kim S. Shaver owned and held the title to the above-described real property as tenants by the entireties until the death of Rocky W. Shaver on July 28, 2001.

5. By reason of the warranty deed, intention of the parties, the marital status of the parties, and the unities of time, title, interest and possession, the title to the above-described property was duly vested in these co-tenants as an estate by the entireties with full right of survivorship and continued to remain so vested until Rocky W. Shaver's death on July 28, 2001.

6. Kim S. Shaver is the surviving spouse, and by virtue of the termination of the tenancy by the entireties upon Rocky W. Shaver's death, Kim S. Shaver has become the sole owner in fee simple of the above-described real property.

7. Rocky W. Shaver, on August 24, 1993 purchased a 1977 Campbell Horse Trailer, vehicle identification number 716119677. Rocky W. Shaver registered said horse trailer in Sublette County Wyoming on August 24, 1993 in the name of Rocky W. Shaver, title number 23-66997, plate number 23-1550. Further, Rocky W. Shaver purchased a 1981 Honda Motorcycle and the date of purchase was June 16, 2001, purchased in his own name, vehicle identification number JH2RC0108BM204514. Rocky W. Shaver registered said motorcycle in Sublette County Wyoming on June 18, 2001, title number 23-0088365, plate number 23-131.

Kim S. Shaver is the surviving Spouse of Rocky W. Shaver and by virtue of the ownership of said horse trailer and said motorcycle, Kim S. Shaver has become the sole owner of the above described vehicles.

8. This affidavit is made in accordance with the provisions of WYO. STAT. §2-9-102 (Lexis 1999), and the Certificate of Death hereunto annexed, and by this reference made a part of this affidavit, is a copy of the official death certificate of Rocky W. Shaver certified to by the public authority in which such original death certificate is a matter of record.

Further, attached hereto and incorporated herein by reference is a copy of the official marriage certificate of Rocky W. Shaver and Kim S. Shaver, certified to by the public authority in which such marriage is a matter record.

DATED this 1st day of March, 2002.

Kim S Shaver

The foregoing was subscribed and sworn before me by Kim Shaver this 1 day of March, 2002.

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

289260

RECORDED March 4 2002 11:50AM
IN BOOK 73 Misc. PAGE 393
FEES $ 8.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
B. Gilyeatn

EASEMENT

1ST ARROW CORP., a Wyoming corp., hereinafter referred to as GRANTOR, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, conveys and grants to J P RANCH INC., at 4700 South 900 East, Ste 30-205, Salt Lake, UT 84117, hereinafter referred to as GRANTEE, and its assigns and grantees, a perpetual easement for building, operation, and maintenance of a road for ingress and egress, utilities and other incidental use, to and for the benefit of that real property that it now owns being served by Badger Ridge Road, located within Section, 12, T33N, R109W, Subblette County Wyoming, hereinafter referred to as the benefited lands. The easement is more particularly described as follows:

See Exhibit "A" attached.

Said road to be SIXTY (60) feet in width.

This grant of easement shall run with the land and shall be binding on and shall inure too the benefit of the grantee herein, its successors or assigns.

IN WITNESS WHEREOF, this easement deed has been executed and delivered by the Grantor this 25th day of February 2002.

1ST ARROW CORP.

a Wyoming Corp.

By: G. S. Lyman

STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by G. S. Lyman on behalf of 1st Arrow Corp., this 25th day of February, 2002.

Witness my hand and official seal.

Lorna P. Shaffer

My Commission Expires: Notary Public

NOTARY PUBLIC
LORNA P. SHAFFER
5626 S. Waterbury Way
Salt Lake City, UT 84121
My Commission Expires
January 4, 2004
STATE OF UTAH

EXHIBIT A

A right-of-way 60 feet in width through Lot 1 of the Fishtail Lot Division, a Lot Division of record in the office of the Sublette County Clerk, located in Lot 1 of Section 7, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, being 30 feet on each side of the following described center line:

Beginning at a poing in the right-of-way of the Fayette-Pole Creek County Road, Sublette County Road 23-121, said point being on the North line of Lot 1, Section 7, which is also the North line of the Fishtail Lot Division, said point being located N89°10'17"W , 531.90 feet from the Northeast corner of the Fishtail Lot Division;

Thence from said point of beginning S08°22'19"W, 718.19 feet to a point on the South line of Lot 1 of the Fishtail Lot Division and end of said road easement (the foregoing being identical to the right-of-way through Lot 1 of the Fishtail Lot Division as shown on the plat of the Fishtail Lot Division).

STATE OF WYOMING
GRANT OF EASEMENT
Easement No. 6112

WHEREAS the Board of Land Commissioners approved this grant of easement on March 4, 1999; THEREFORE, the State of Wyoming, acting through its Board of Land Commissioners (Grantor), for and in consideration of the payment of Four thousand one hundred sixty-five and 43/100 dollars ($4,165.43) hereby grants and conveys to Mountain Gas Resources (Grantee), to use for the term of 35 years, in the following described tract of land for natural gas pipeline purpose only, more particularly described as follows:

All that portion of the W½ of Section 16, T.32N.,R.109W., 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 as described on the attached exhibits. The described parcel of land contains 1.912 acres, more or less.

See attached Exhibit A

These descriptions are based on a survey done by and under the authority of, Louis A. Pence with Wyoming PLS No. 6450 and certified in December of 2001.

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 natural gas pipeline, subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the Grantor, 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, Grantee shall, upon written notice from Grantor, remove or relocate the above-described natural gas pipeline at, Grantee's expense.

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 Grantor or its assigns, the same as if this grant had never been made. Failure to report, to Grantor, the status of the use of this easement every ten years from the date of this grant shall be evidence of intent by Grantee to abandon this easement. Should this easement be abandoned by Grantee, the above-described tract of land shall be returned to a condition satisfactory to Grantor.

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 Grantor within thirty (30) days 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 caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be affixed on the 15th day of January, 2002.

(Seal)

Governor, President
Board of Land Commissioners

Countersigned:

Director, Secretary
Office of State Lands & Investments

289277

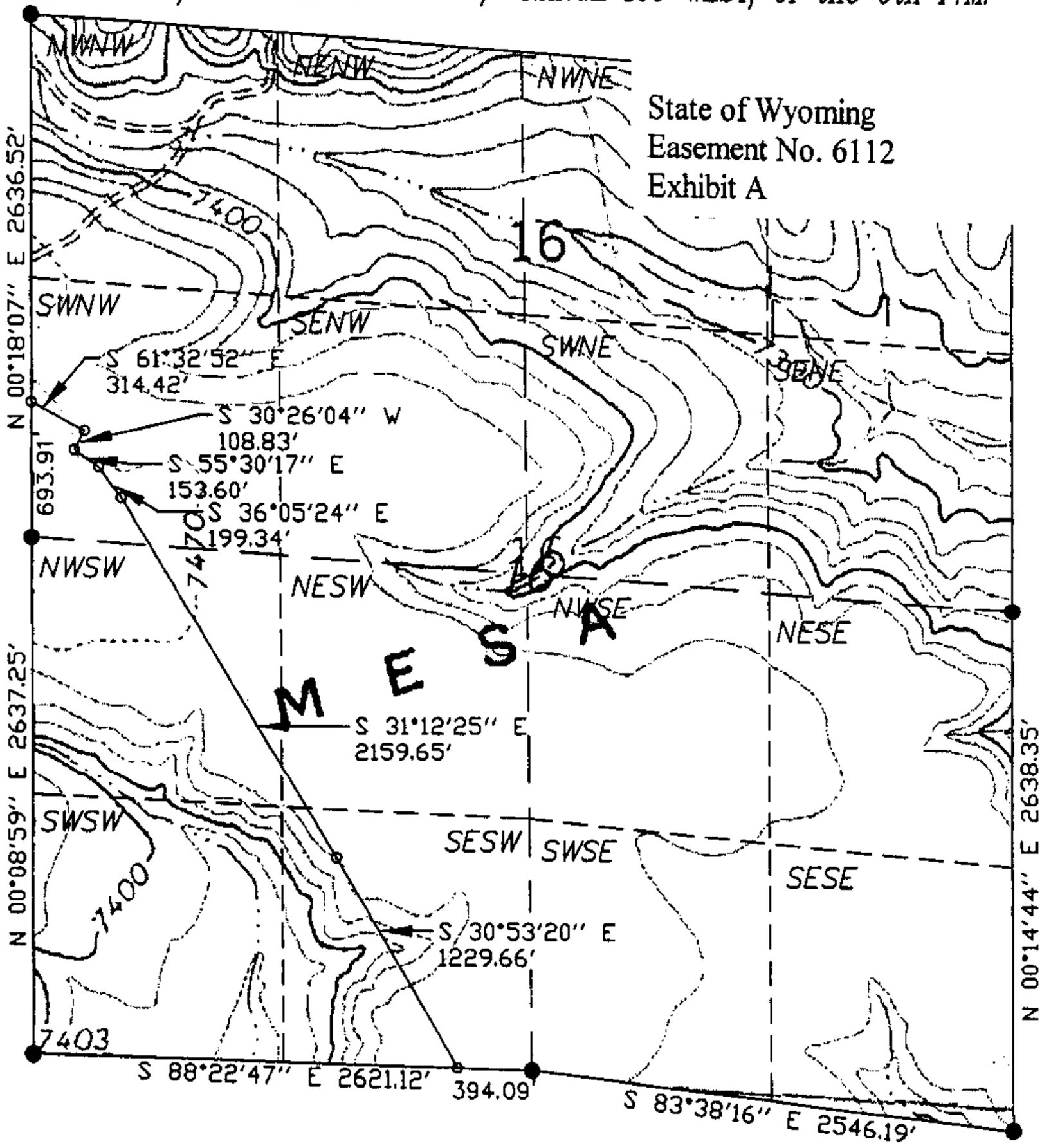
RECORDED March 5 2002 9:00AM
IN BOOK 73 Misc. PAGE 395
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

Attorney General's Office Approval as to Form:

Nancy E. Vehr, Assistant Attorney General

Examined

SECTION 16, TOWNSHIP 32 NORTH, RANGE 109 WEST, of the 6th P.M.



State of Wyoming
Easement No. 6112
Exhibit A

STATE OF WYOMING
COUNTY OF SUBLETTE

APPARENT OWNERSHIP:
STATE OF WYOMING

BASIS OF BEARING
GPS OBSERVATION

SURVEY DESCRIPTION:

AN EASEMENT 20.00 FEET WIDE FOR A PIPELINE LYING WITHIN A PORTION OF SECTION 16, TOWNSHIP 32 NORTH, RANGE 109 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE COUNTY OF SUBLETTE, STATE OF WYOMING, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 16, SAID POINT BEING NORTH 00°18'07" EAST, 693.91 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 61°32'52" EAST, 314.42 FEET; THENCE SOUTH 30°26'04" WEST, 108.83 FEET; THENCE SOUTH 55°30'17" EAST, 153.60 FEET; THENCE SOUTH 36°05'24" EAST, 199.34 FEET; THENCE SOUTH 31°12'25" EAST, 2159.65 FEET; THENCE SOUTH 30°53'20" EAST, 1229.66 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, SAID POINT BEING NORTH 88°22'47" WEST, 394.09 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 16.

STATEMENT OF SURVEYOR:

LOUIS A. PENCE STATES HE IS BY OCCUPATION A REGISTERED LAND SURVEYOR EMPLOYED BY MOUNTAIN GAS RESOURCES TO MAKE THE SURVEY OF THE PIPELINE AS DESCRIBED AND SHOWN ON THIS MAP; THAT THE SURVEY OF SAID WORK WAS MADE UNDER HIS SUPERVISION AND AUTHORITY, COMMENCING ON THE 10th DAY OF SEPTEMBER, 2001 AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS MAP.

Professional Land Surveyor
LOUIS A. PENCE
6450
Wyoming

12/10/01
Date

LOUIS A. PENCE
WYOMING R.L.S. No. 6450

CERTIFICATE OF APPLICANT:

THIS IS TO CERTIFY THAT LOUIS A. PENCE, WHO SUBSCRIBED THE STATEMENT HEREON IS THE PERSON EMPLOYED BY THE UNDERSIGNED APPLICANT TO PREPARE THIS MAP, WHICH HAS BEEN ADOPTED BY THE APPLICANT AS THE APPROXIMATE FINAL LOCATION OF THE WORKS THEREBY SHOWN; AND THAT THIS MAP IS FILED AS PART OF THE COMPLETE APPLICATION, AND I FURTHER CERTIFY THAT THE RIGHT-OF-WAY HEREIN DESCRIBED IS DESIRED FOR THE PURPOSE OF TRANSPORTING NATURAL GAS BY PIPELINE.

MOUNTAIN GAS RESOURCES

Total R-O-W Width 20 Feet,
10 Left, 10 Right of Centerline.
4165.50 Feet, 252.45 Rods, 1.912 Acres.

Prepared By:
D.R. GRIFFIN AND ASSOCIATES, INC.
1414 ELK STREET, SUITE 201
ROCK SPRINGS, WYOMING 82901

REVISED 12/7/01 vrw
JOB No. 5869 REVISED 9/10/01

A MAP SHOWING R-O-W EASEMENT
FOR A PIPELINE
PREPARED FOR:
MOUNTAIN GAS RESOURCES
12200 N. PECOS STREET
DENVER, COLORADO 80234

397

AFFIDAVIT OF SURVIVORSHIP

In the Matter of the Estate of:)

Patricia Joyce Hiner)

Deceased

289279

RECORDED March 5 2002 10:20 AM
IN BOOK 73 Misc. PAGE 397
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sucher

STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

I, Ralph C. Hiner, do duly state that I personally know that Patricia Joyce Hiner, as shown on the attached Certificate of Death, is one and the same person as Patricia J. Hiner, as shown on the deed #174113 in Book 21 Deeds page 18, #177174 in Book 21 Deeds page 290, of the official records filed with the Sublette County Clerk, avowing that Ralph C. Hiner is entitled to real property of the decedent. The following described real estate, situate at 802 East 5th Street, Town of Marbleton, County of Sublette, State of Wyoming with legal description as:

Lot Four (4) and Lot Five (5) Block Two (2) Ball 1st Addition to the Town of Marbleton, County of Sublette, State of Wyoming as the Same appears of the record on the official plat thereof filed in the Office of the County Clerk.

Ralph C. Hiner and Patricia J. Hiner held said property as husband and wife, with rights of survivorship. Said Patricia Joyce Hiner died on January 9th, 2002 leaving a will with Ralph C. Hiner. No person other than Ralph C. Hiner has a right to the interest of decedent in the described real property. Ralph C. Hiner also affirms that all statements in the Affidavit are true and material and further acknowledge that any false statements are subject to penalties relating to perjury and subornation of perjury.

3/4/2002
Date

Ralph C. Hiner
Ralph C. Hiner Signature

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

Ralph C. Hiner
Ralph C. Hiner Printed

County of Sublette)
)ss
State of Wyoming)

SUBSCRIBED AND SWORN TO before me on March 4, 2002 personally appeared Ralph C. Hiner.

My Commission Expires: 12/26/2002

Alice L. Griggs
Notary Public

CERTIFICATE [redacted]AL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

State of Idaho
CERTIFICATE OF DEATH

State File No. _____
Local Reg. No. 39-#7

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR, WITH THE DEPT. OF HEALTH & WELFARE RAISED SEAL, SHALL BE USED AS PRIMA FACIE EVIDENCE OF THIS DEATH UNDER IDAHO CODE 39-241(b) & 39-270

DECEDENT

TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN

NAME OF DECEDENT — For use by physician or institution

DECEDENT — NAME (First / Middle / Last)			SEX	DATE OF DEATH (Month, Day, Year)
1. Patricia	Joyce	Hiner	2. Female	3. January 9, 2002

SOCIAL SECURITY NUMBER	AGE - Last Birthday (Yrs.)	UNDER 1 YEAR (Months / Days)	UNDER 1 DAY (Hours / Min.)	DATE OF BIRTH (Month, Day, Year)	BIRTHPLACE (City and State or Foreign Country)
4. 520-44-9699	5a. 61	5b.	5c.	6. February 5, 1940	7. Wyoming

WAS DECEDENT EVER IN U.S. ARMED FORCES? 8. ☐ Yes ☒ No

PLACE OF DEATH (Check only one) 9. HOSPITAL: (1) ☒ Inpatient (2) ☐ ER/Outpatient (3) ☐ DOA
OTHER: (4) ☐ Long-Term Care Facility (5) ☐ Own Residence (6) ☐ Other Private Residence (7) ☐ Other (Specify) _____

FACILITY NAME AND ADDRESS (If not a hospital, enter name of place, street and number)	CITY, TOWN OR LOCATION OF DEATH	COUNTY OF DEATH
*Eastern Idaho Regional Medical Center 9a. 3100 Channing Way	9b. Idaho Falls	9c. Bonneville

MARITAL STATUS — Married, Never Married, Widowed, Divorced (Specify)	SURVIVING SPOUSE (If wife, give maiden name)	DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.)	KIND OF BUSINESS / INDUSTRY
10. Married	11. Ralph C. Hiner	12a. Bookkeeper	12b. Petroleum

RESIDENCE STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	ZIP CODE
13a. Wyoming	13b. Sublette	13c. Marbleton	13d. 802 East 5th Street	13e. 83113

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

PARENTS

FATHER — NAME	BIRTHPLACE	MOTHER — FULL MAIDEN NAME	BIRTHPLACE
17a. Fay C. Barger	17b. Unknown	18a. Ann Morris	18b. Unknown

INFORMANT

INFORMANT'S NAME (Type/Print)	MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
19a. Ralph C. Hiner (Spouse)	19b. P.O. BOX 125 Big Piney, Wyoming 83113

DISPOSITION

METHOD OF DISPOSITION	PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)	LOCATION — City or Town, State
20a. ☒ Burial ☐ Cremation ☐ Removal from Idaho ☐ Donation ☐ Other (Specify) _____	20b. Plainview Cemetery	20c. Big Piney, Wyoming

SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH	LICENSE NUMBER (of Licensee)	NAME AND ADDRESS OF FACILITY
21a. [signature]	21b. M-853	22. Buck-Miller-Hann Funeral Home 825 East 17th Idaho Falls, Idaho 83404

TIME OF DEATH	DATE PRONOUNCED DEAD (Month, Day, Year)	WAS CASE REFERRED TO CORONER?	MANNER OF DEATH (Check One)
23. 2343 M	24. January 9, 2002	25. ☐ Yes ☒ No	26. ☒ Natural ☐ Homicide ☐ Suicide ☐ Accident ☐ Pending Investigation ☐ Could Not Be Determined

CAUSE OF DEATH

27. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, 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 Failure	6 wk
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST	b. DUE TO (or as a consequence of): Chronic Obstructive Pulmonary Disease	years
	c. DUE TO (or as a consequence of): Tobacco Smoking	years
	d. DUE TO (or as a consequence of):	

27. PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I.

WAS AN AUTOPSY PERFORMED?	WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?
28a. ☐ Yes ☒ No	28b. ☐ Yes ☒ No

CERTIFIER

IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE

CERTIFIER (Check only one)

☒ PHYSICIAN — To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.

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

28c.

SIGNATURE AND TITLE OF CERTIFIER	LICENSE NUMBER	DATE SIGNED (Month, Day, Year)
29a. [signature]	29c. M-4522	29d. 1/14/02

NAME AND ADDRESS OF CERTIFIER (Type/Print)
29e. Kenneth E. Krell, M.D. — 2860 Channing Way, # 214 Idaho Falls, Idaho 83404

TO BE USED FOR EXTERNAL CAUSES ONLY

DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
30a.	30b.	30c.

INJURY AT WORK?	IF TRANSPORTATION ACCIDENT, Specify	PLACE OF INJURY — At home, farm, street, factory, office building, etc. (Specify)	LOCATION (Street or Route Number, City/Town, or County and State)
30d. ☐ Yes ☐ No	30e. ☐ Driver ☐ Passenger ☐ Pedestrian ☐ Other _____	30f.	30g.

CORONER'S REVIEW AREA

CORONER'S ACTION	CORONER'S SIGNATURE	DATE SIGNED (Month, Day, Year)
31a. I have reviewed and/or amended, and certified. ►		31b.

REGISTRAR

REGISTRAR'S SIGNATURE	DATE FILED (Month, Day, Year)
32a. ► Linda J. Lee, Registrar	32b. Jan 15, 2002

VITAL STATISTICS COPY

HWH-0128 (Rev. 9/00)

*At a minimum, complete items 1; 3; 9a, b, c, d; 20a; 21a, b; 22; and 29e for the 24 Hour Report & Authorization For Final Disposition

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS:

DATE ISSUED: Jan 15, 2002

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

JANE S. SMITH
STATE REGISTRAR

GREAT SEAL OF THE STATE OF IDAHO — ESTO PERPETUA

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

AFFIDAVIT OF SUCCESSOR TRUSTEE

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

289302

RECORDED March 6 2002 1:55p
IN BOOK 73 Misc. PAGE 399
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacks

HELEN VIRGINIA SMITH, being duly sworn, states as follows:

1. Helen Virginia Smith was the sole Successor Trustee under the following Trust instrument at the death of her husband and co-Trustee, Charles L. Smith:

> Charles L. Smith and Helen Virginia Smith, Trustees or their successors in Trust, under the SMITH LIVING TRUST, dated June 27, 1994, and any amendments, thereto.

2. Charles L. Smith acquired as Trustee certain OVERRIDING ROYALTY /OIL AND GAS INTERESTS, by Corrected Assignment, from Charles L. Smith and Helen Virginia Smith. The Corrected Assignment is dated March 2, 1998, and was recorded in the office of the County Clerk of Sublette County, Wyoming, on March 9th, 1998, in Book 107 O & G, Page 106, as Document Number 266169, which interests are located on the property more particularly described as follows:

T. 27 N., R. 112 W., 6th P.M., Sublette County, Wyoming:

Sec. 6:	All
Sec. 8:	W½
Sec. 17:	W½NW¼, SE¼NW¼, SW¼
Sec. 20:	NW¼, N½SW¼, SW¼SW1/4, Lot 6

1520.60 acres, more or less.

3. Charles L. Smith acquired as Trustee certain OVERRIDING ROYALTY /OIL AND GAS INTERESTS, by Corrected Assignment, from Charles L. Smith and Helen Virginia Smith. The Corrected Assignment is dated March 2, 1998, and was recorded in the office of the County Clerk of Sublette County, Wyoming, on March 9th, 1998, in Book 107 O & G, Page 104, as Document Number 266168, which interests are located on the property more particularly described as follows:

T. 27 N., R. 112 W., 6th P.M., Sublette County, Wyoming:

Sec. 4:	SW¼SW¼
Sec. 5:	Lot 4, S½NW¼, SW¼, W½SE¼, SE¼SE¼
Sec. 8:	W½NE¼, SE¼
Sec. 9:	SW¼SW¼
Sec. 17:	SE¼, SW¼NE¼
Sec. 20:	W½NE¼

999.78 acres, more or less.

4. Affiant confirms that she is the lawfully acting Successor Trustee under the Trust instrument referred to in Paragraph 1 by virtue of the death of Charles L. Smith, Affiant's husband.

5. The name and address of the Affiant are:

Helen Virginia Smith
3115 East 1st Street
Casper, WY 82609

6. Affiant states that Charles L. Smith died at Casper, Natrona County, Wyoming, on the 10th day of March, 2001; the facts of said death more fully appear on the *Certificate of Death*, duly certified by the State Registrar of Vital Statistics, attached hereto as Exhibit "A" and by this reference incorporated herein.

7. Affiant will acquire as Trustee the property interests referred to above in Paragraphs 2 and 3, from *Charles L. Smith and Helen Virginia Smith, Trustees or their successors in Trust, under the SMITH LIVING TRUST, dated June 27, 1994, and any amendments thereto.*

8. Affiant will acquire the property interests referenced in Paragraphs 2 and 3 in its representative capacity, as Successor Trustee, subject to the terms of, and pursuant to the succession pattern set forth in the Trust instrument referred to in Paragraph 1. The Trust is now known as:

Helen V. Smith, Trustee or her successors in Trust, under the CHARLES L. SMITH IRREVOCABLE FAMILY TRUST, dated March 10, 2001.

9. This Affidavit is filed for the purpose of establishing the identity of the Successor Trustee and to make an official record of the succession of the interests of Affiant in and to said property interests, pursuant to the provision of W.S. §34-2-123.

DATED this 22 day of February, 2002.

Helen Virginia Smith
Helen Virginia Smith, Affiant

STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

Subscribed to and sworn to before me by the aforesaid, Helen Virginia Smith, this 22 day of February, 2002.

Witness my hand and official seal.

Heather Roberts
Notary Public
My commission expires: Sept. 7, 2003

HEATHER ROBERTS - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Sept. 7, 2003

401

EXHIBIT
A

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

100

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

2001-000679
STATE FILE NUMBER

LOCAL FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME: FIRST Charles; MIDDLE Lee; LAST Smith
2. SEX: Male
3. DATE OF DEATH (Mo., Day, Yr.): March 10, 2001
4. SOCIAL SECURITY NUMBER: 520-12-5747
5a. AGE-Last Birthday (Years): 80
5b. UNDER 1 YEAR: Months, Days
5c. UNDER 1 DAY: Hours, Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): December 16, 1920
7a. PLACE OF DEATH (Check only one): HOSPITAL: Inpatient, ER/Outpatient, DOA; OTHER
7b. FACILITY NAME (If not institution, give street address): Wyoming Medical Center
7c. CITY, TOWN, OR LOCATION OF DEATH: Casper
7d. COUNTY OF DEATH: Natrona
8. STATE OF BIRTH (If not in U.S.A., name country): Wyoming
9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no): Yes
10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married
11. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired): Homemaker
12. KIND OF BUSINESS/INDUSTRY: Homemaker
13a. RESIDENCE - STATE: Wyoming; COUNTY: Natrona
13b. CITY, TOWN OR LOCATION: Casper
13c. STREET AND NUMBER: 3115 East [illegible] Street
13d. INSIDE CITY LIMITS? (Specify yes or no): Yes
14. RACE - American Indian, Asian, Black, White, Other (Specify): White
15. DECEDENT'S EDUCATION (Specify only highest grade completed): Unknown

PARENTS

16. FATHER'S NAME: First Lee
17. MOTHER'S NAME PRIOR TO FIRST MARRIAGE: First Helen; Middle Verona; Last Smith
18. INFORMANT'S NAME (Type or Print): Unknown
19. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip): 3115 East [illegible] Street; Casper; Wyoming; 82609

DISPOSITION

20a. Burial, Cremation, Removal, Donation: Cremation
20b. DATE: March 12, 2001
20c. NAME OF CEMETERY OR CREMATORY: Memorial Chapel
20d. LOCATION - CITY OR TOWN, STATE: Casper, WY
21a. FUNERAL SERVICE LICENSEE OR OTHER AGENT: As Requested; Mallett
21b. ADDRESS (Street and Number, City or Town, State, Zip): 940 East [illegible] Street; Casper, WY

CERTIFIER

22a. To Be Completed by CERTIFYING PHYSICIAN Only: (Signature and Title)
22b. DATE SIGNED: 3-12-01
22c. NAME OF ATTENDING PHYSICIAN (If Other Than Certifier): [illegible]
22d. DATE PRONOUNCED DEAD (Mo., Day, Yr.): [illegible]
22e. HOUR OF DEATH: [illegible] M
22f. PRONOUNCED DEAD (Hour): [illegible] M
23. NAME AND ADDRESS OF CERTIFIER (Type or Print): Edward E. Reasoner M.D. 940 East [illegible] Street Casper, WY
24a. REGISTRAR (Signature): [illegible]
24b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): March 14, 2001

CAUSE OF DEATH

25. 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. Add additional lines if necessary.
IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Acute MI
DUE TO (OR AS A CONSEQUENCE OF): b. CAD
DUE TO (OR AS A CONSEQUENCE OF): c.
DUE TO (OR AS A CONSEQUENCE OF): d.
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST.
PART II. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I.
26. AUTOPSY (Specify yes or no): No
27. WAS CASE REFERRED TO CORONER (Specify yes or no): No

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

MAR 16 2001

VR 2-89
11/99 15M

121201

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

DATE ISSUED: MAY 17 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

LIEN STATEMENT

COMES NOW Claimant, RON'S ACE RENTALS & EQUIPMENT SALES, INC., a Wyoming corporation, and states that it provided equipment at the real property and premises described hereinbelow pursuant to an agreement between Claimant herein and THOMAS CONSTRUCTION. To establish its lien against said real property and improvements and pursuant to Wyoming Statute § 29-1-301 et sec. and § 29-3-101 et sec., the following information is provided:

1. The name and address of the Claimant is RON'S ACE RENTALS & EQUIPMENT SALES, INC., 1426 Elk Street, Rock Springs, Wyoming 82901.

2. The amount claimed to be due and owing is Five Thousand Three Hundred Eighty-two and 00/100 Dollars ($5,382.00) together with interest thereon at a reasonable rate per annum, ongoing costs and attorney fees.

3. The names and address of the person and the entity against whose property the lien is filed is as follows:

a. Robert J. Bing
Carolyn C. Bing
60 Antelope Trail
Pinedale, WY 82941

4. Equipment provided by Claimant at the subject property includes but is not limited to the following:

a. See itemized list which is attached hereto labeled Exhibit "A", and incorporated herein by this reference.

5. This lien claim is made pursuant to an agreement to supply equipment on an open account and entered into between Claimant herein and THOMAS CONSTRUCTION.

6. The equipment furnished at the premises by the Claimant herein was during the period from October 31, 2001 to December 10, 2001.

7. The legal description of the real property and premises where the equipment was furnished, and against which this claim is made, is more particularly described as follows:

Lot Twenty-four (24) of the Halfmoon Mountain Subdivision as the same appears of record in the office of the County Clerk, Sublette County, Wyoming.

8. Lien Claimant furnished equipment at the premises pursuant to an agreement with the contractor listed in paragraph 5 above.

DATED this 6th day of March, 2002.

RON'S ACE RENTALS & EQUIPMENT SALES, INC.,
Claimant.

By: _____
Charles L. Barnum
Kaumo & Barnum, P.C.
P.O. Box 700
Rock Springs, WY 82902
(307) 382-7700

289334

RECORDED March 8 2002 9:25 AM
IN BOOK 73 Misc. PAGE 402
FEES $ 10.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sweeten

Rlsd-Bk 22 Rel-Pg 75 9-5-02

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

The foregoing instrument was acknowledged before me by Charles L. Barnum this 12 day of March, 2002.

WITNESS my hand and official seal.

(seal)

PAULA BROWN – NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
My Commission Expires April 13, 2004

Paula Brown
Notary Public

My Commission Expires: _____

EXHIBIT "A"

RON'S ACE RENTALS & EQUIPMENT
SALES, Inc.
1426 Elk Street
Rock Springs, WY 82901

THOMAS CONSTRUCTION
P.O. Box 6788
Jackson, WY 83002

INVOICE

		CHARGES	BALANCE
10/31/01	Equipment Rental – Forklift 6000LB Skytrak Shoot Boom 36 ft.	$2,541.00	$2,541.00
01/02/02	Returned Check	2,541.00	5,082.00
02/27/02	Attorney's Fees	300.00	5,382.00

405

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

Probate No. 1531

IN THE MATTER OF THE ESTATE OF GEORGE M. BARLEY, JR.,

Deceased.

FILED

FEB 25 2002

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

ORDER OF CONFIRMATION OF SALE

This matter coming before the Court for hearing upon the "Return of Sale and Petition for Hearing Thereon" of Mary Lyn Barley, personal representative of the estate of George M. Barley, Jr., deceased, said Petition praying for hearing to examine the return of sale and for an Order confirming the sale by said personal representative of real property hereinafter specified; and it further appearing to the Court upon evidence and testimony adduced by said personal representative in support of her petition that the return of sale is in order and the sale of the real property ought to be confirmed; and being otherwise fully informed and advised, the Court expressly FINDS:

1. That George M. Barley, Jr. (the "decedent") died on or about June 23, 1995 in and a resident of Orange County, State of Florida; that the decedent left real property and estate situate in Sublette County, State of Wyoming.

2. Mary Lyn Barley was appointed ancillary personal representative of said decedent's estate on December 12, 1995 and Ancillary Letters Testamentary were issued to said personal representative on January 16, 1996. That said personal representative has been since that time and is now the duly qualified and acting personal representative.

3. That the decedent's devises and legatees are as follows:

a. Mary L. Barley – Surviving Spouse
P.O. Box 1915
Islamorada, Florida 33036

b. Mary L. Barley and Raymond James
Trust Company – Co-Trustees
710 Carillon Parkway
St. Petersburg, Florida 33733

289339

RECORDED March 8 2002 1:20 PM
IN BOOK 73 Misc. PAGE 405
FEES $ 10.00 M L
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

4. The above named decedent was at his death the sole owner of a one half (1/2) interest in and to the following described real property:

Township 34 North, Range 112 West, 6th P.M.
Section 7: SE1/4SE1/4;
Section 8: E1/2SW1/4, SW1/4SW1/4;
Section 10: S1/2SE1/4, SW1/4
Section 13: W1/2SE1/4, excepting that part of the NW1/4SE1/4 lying and being situate easterly of the Wyoming State Secondary Highway No. 1805 also known as Highway 354. That part of the SE1/4SE1/4 lying and being situate westerly of the Wyoming State Secondary Highway No. 1805;
Township 34 North, Range 112 West, 6th P.M. (continued)
Section 14: S1/2N1/2, S1/2;
Section 15: E1/2NE1/4, W1/2NW1/4, S1/2;
Section 17: All;
Section 22: E1/2NE1/4, NW1/4NE1/4, NE1/4NW1/4;
Section 23: N1/2, E1/2SE1/4;
Section 24: N1/2, N1/2SE1/4, E1/2SW1/4;
Section 26: NE1/4NE1/4

the value of which was appraised to be $625,000.00, as shown on the appraisement thereof on file herein. That said real property includes a State of Wyoming Grazing Lease #3-7145 and a Bureau of Land Management Lease and Permit and pasture allotment associaed therewith.

5. That pursuant to Article IX B of the decedent's Last Will and Testament filed herein by the personal representative, the personal representative was given the express authority to sell the real property and all personal property, such sale to be either public or private as the personal representative judged to be most beneficial to the estate.

6. That the personal representative sold the real property, buildings, fencing, cattle chutes, corrals, equipment and other property (collectively called herein "real property") for $1,250,000.00 to The Double J Ranch, LLC, by an agreement dated December 21, 2001, said sum being the best value that could be obtained and above the appraisal price.

7. That the sale of the real property to the above named purchaser was legally made and fairly conducted, and that the sum received by the personal representative for the property was not disproportionate to the value of the real property and that greater sums cannot be obtained for the real property.

8. That all statutory requirements concerning the conduct and manner of the sale have been in all respects fulfilled.

9. That the sale herein reported was in the best interests of the estate and the beneficiaries therein.

10. That as shown by the Receipt, Waiver of Notice and Consent to and Approval of Return of Sale and Hearing Thereon filed herein, all parties have consented to entry of this order.

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

I. That the return of sale of Mary Lyn Barley, personal representative of the estate of George M. Barley, Jr., deceased, and the sale reported therein are in all respects in order.

II. That the sale of the real property to The Double J Ranch, LLC, a Delaware limited liability company was legally made and fairly conducted, and that the sum received by the personal representative for the real property was fair and not disproportionate to the value of said real property and that a greater sum cannot be obtained.

III. That the sale of the real property by the personal representative is, in all respects, expressly confirmed.

IV. That the personal representative, Mary Lyn Barley be and she is hereby authorized, directed and ordered to take all such additional steps, do all such additional actions and execute all such additional conveyances, bills of sale and assignments as are necessary to convey, transfer and assign the real property of George M. Barley, Jr., deceased, to The Double J. Ranch, LLC.

DONE IN OPEN COURT this 22nd day of February, 2002

BY THE 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

SEAL

COUNTY

ASSIGNMENT OF INTEREST

KNOW ALL PERSONS BY THESE PRESENTS, that Nancy R. Espenscheid, a/k/a Nancy Espenscheid, "Grantor", does hereby transfer and assign unto Nancy Espenscheid, as Trustee of the Nancy R. Espenscheid Revocable Trust dated October 29, 1993, of P. O. Box 748, Big Piney, Wyoming 83113, "Grantee", all of the Grantors' right, title and interest in and to the oil, gas, and mineral estate, and leases thereof, of the TIP TOP SHALLOW UNIT AND McDONALD DRAW UNIT (Almy Participating Area "A"), and covering the following described real property located in Sublette, County, Wyoming, to-wit:

See Exhibit 'A' attached hereto and incorporated herein by this reference.

including, by way of illustration and not limitation, that certain .00000605 royalty interest and .00049158 royalty interest, respectively.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Interest this 19th day of February, 2002.

Nancy R. Espenscheid
Nancy R. Espenscheid

THE STATE OF Wyoming)
) ss
COUNTY OF Sublette)

The above and foregoing instrument was acknowledged before me this 19 day of February, 2002, by Nancy R. Espenscheid.

WITNESS my hand and official seal.

Windy L. Springman - Notary Public
County of Sublette
State of Wyoming
My Commission Expires: 5/4/02

Windy L. Springman
Notary Public

289379

RECORDED March 12 2002 2:40 PM
IN BOOK 73 Misc. PAGE 408
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT 'A'

Tip Top Shallow Unit:

Property No.	Lease No. Lease Name	Legal Description
0061470001	0050118-000 William J. McGinnis, et al	T28N-R113W Sec. 21: SENW, Tract 42 Sublette County, Wyoming

McDonald Draw Unit (Almy Participating Area "A"):

Property No.	Lease No. Lease Name	Legal Description
0042830001	0050076-000 Anderson L. McGinnis, et al	T28N-R112W Sec. 19: Lot 2, SENW Sublette County, Wyoming

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

WITHIN AND FOR, SWEETWATER COUNTY WYOMING

In the matter of the estate of)
CARLO J. TARUFELLI, also known as) Probate No. P-01-7
CARLO TARUFELLI, deceased.)

FILED

MAR 1 1 2002

ELLEN SMITH
CLERK OF DISTRICT COURT
BY _____ DEPUTY CLERK

DECREE OF FINAL SETTLEMENT OF ACCOUNT AND ORDER OF DISTRIBUTION

Carla Stewart, Personal Representative of the Estate of Carlo J. Tarufelli, deceased, having heretofore rendered and filed herein a report of her 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 Carlo J. Tarufelli, deceased, died testate on December 6, 2000, at Wheatridge, Jefferson County, State of Colorado, and left estate in the County Sweetwater, State of Wyoming, consisting of real and personal property.

2. That on February 1, 2001, after due proof, this Court made and entered an order admitting the last will and testament of said deceased for probate and appointing Petitioner as Personal Representative of said estate; and that Petitioner thereafter 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 her attorney have rendered and performed services for and in connection with said estate for which they are entitled to compensation as provided by law; that said Personal Representative has waived all fees for her 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, Joseph Tarufelli, Randall Tarufelli, and Ronald Tarufelli, as the sole heirs and distributees of the estate, waive 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 said Carlo J. Tarufelli deceased, left the following person surviving him, as the sole heirs and distributees of his estate:

289402

Joseph Tarufelli, son
7245 W. 31st Place
Wheatridge CO 80215

RECORDED March 13 2002 3:35 PM
IN BOOK 73 Misc. PAGE 410
FEES $ 10.00 m L L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

Randall Tarufelli, son
628 Meier Lane
Onalaski WI 54650

Ronald Tarufelli, son
2728 Cherry Wood Lane
Rock Springs, WY 82901

Carla Stewart, daughter
P.O. Box 230
Aumsville OR 97325

7. That Joseph Tarufelli, Randall Tarufelli, Ronald Tarufelli, and Carla Stewart, survived Carlo J. Tarufelli, deceased, and pursuant to the provisions of said Last Will and Testament, said estate should be paid, distributed and set over to the following legatees and devisees in the particulars and in the proportions hereinafter set forth, to have and to hold the same unto themselves, their heirs and assigns forever:

Name of Legatee	Share of Residue
Joseph Tarufelli	1/4
Randall Tarufelli	1/4
Ronald Tarufelli	1/4
Carla Stewart	1/4

8. That the residue of said estate remaining in the hands of the Personal Representative is as follows:

REAL PROPERTY:

Lots 205 and 206 of the Green River Ranches, Unit B Subdivision,
Sublette County, Wyoming

PERSONAL PROPERTY:

Rock Springs National Bank Account No. 318604

Dividends, interest and other income received during the course of probate.

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
Joseph Tarufelli	1/4
Randall Tarufelli	1/4
Ronald Tarufelli	1/4
Carla Stewart	1/4

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 her sureties be fully and finally released from their duties as such Personal Representative and sureties.

DONE IN OPEN COURT this 11 day of March 2002.

DISTRICT 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 3-11-02

ELLEN SMITH, Clerk of the District Court
County of Sweetwater
State of Wyoming

By _____ Deputy

412

289416

AFFIDAVIT

RECORDED May 14 2002 1135A M
IN BOOK 73 Misc PAGE 413
FEES $ 12.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

Thomas E. Cole, being first duly sworn upon oath, according to law, deposes and says:

1-

That he is a resident of Sublette County and State of Wyoming, and is an adult person;

2-

That this affidavit is made pursuant to law and concerns the following-described real estate and premises; to-wit:

Lots 1, 2, 3 and 4, of Block 34, Townsite of Marbleton, Sublette County, Wyoming, and all buildings, fences and improvements situate thereon or thereunto appurtenant, but subject nevertheless to the provisions of United States;

3-

The Billie Jean Lewis, an unremarried widow, as grantor, did by warranty deed convey and warrant the above real estate and premises unto Ed Lewis or Della Lewis, husband and wife, grantees, said deed being dated June 13, 1962 and recorded on September 11, 1962 in book 11 of deeds at page 417, Sublette County Clerk office;

4-

That Ed Lewis, grantee above named, is deceased and that he died on the 16th day of November, 1964, a resident of Sublette County, Wyoming;

5-

That attached hereto is a copy of the official death certificate of Ed Lewis certified by the public authority wherein such original death certificate is a matter of record and that Ed Lewis who is named in said death certificate is one and the same person as Ed Lewis named in the aforesaid warranty deed as a grantee with Della Lewis;

6-

That all interest of the aforesaid Ed Lewis in and to the above described real estate and premises did upon his death and at the time of his death terminate, by operation of law, and Della Lewis the surviving grantee, did then become the sole owner of the above-described real estate and premises;

7-

That by warranty deed dated the 1st day of July, 1996, and filed for record in the office of the Sublette County Clerk of Sublette County, Wyoming, on the 1st day of July, 1996, and recorded in Book 36 of the Warranty Deed Records of said office at page 357, the above described real estate and premises were conveyed by Thomas C. Cole and Marion S. Cole, husband wife, grantors, unto Thomas E. Cole and Patti L. Cole, husband and wife, of the County of Sublette, and State of Wyoming, said Thomas E. Cole being the affiant herein;

8-

That the grantees named in the aforesaid warranty deed, Thomas E. Cole and Patti L. Cole, were husband and wife, and the real estate so conveyed by said deed did vest in them, the said Thomas E. Cole and Patti L. Cole, who are now

in possession of and claiming the aforesaid real estate by virtue of said warranty deed;

Thomas E. Cole

Thomas E. Cole

Subscribed in my presence and sworn to before me this 14th day of March, 2002.

NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES JAN. 4, 2004

Karen S. Wenz

Notary Public

Seal, and Commission expiration: 1/04/04

Mailing address of Thomas E. Cole:

Thomas E. Cole
P. O. Box 143
Marbleton, WY 83113

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

Date Issued: OCT 16 2001

Deputy State Registrar

This copy is not valid unless it bears a raised seal and is produced on multicolored security paper.

016679

CERTIFICATE OF DEATH

STATE OF WYOMING
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF VITAL STATISTICS

1964

LOCAL REGISTRAR'S NO. 15

STATE FILE NO. 2565

BIRTH NO.

1. PLACE OF DEATH
a. COUNTY Sublette
b. CITY, TOWN, OR LOCATION Marbleton
c. LENGTH OF STAY IN 1b
d. NAME OF HOSPITAL OR INSTITUTION (If not in hospital, give street address)
e. IS PLACE OF DEATH INSIDE CITY LIMITS? YES ☑ NO ☐

2. USUAL RESIDENCE (Where deceased lived. If institution: Residence before admission)
a. STATE Wyo
b. COUNTY Sublette
c. CITY, TOWN, OR LOCATION Marbleton
d. STREET ADDRESS
e. IS RESIDENCE INSIDE CITY LIMITS? YES ☑ NO ☐
f. IS RESIDENCE ON A FARM OR RANCH? YES ☐ NO ☑

3. NAME OF DECEASED (Type or print): First Ed — Middle — Last Lewis

4. DATE OF DEATH: Month Nov — Day 16 — Year 1964

5. SEX M

6. COLOR OR RACE W

7. MARRIED ☒ NEVER MARRIED ☐ WIDOWED ☐ DIVORCED ☐

8. DATE OF BIRTH 7-28-1901

9. AGE (In years last Birthday) 63

IF UNDER 1 YEAR: Months — Days — IF UNDER 24 HRS.: Hours — Min.

10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) Rancher

10b. KIND OF BUSINESS OR INDUSTRY Ranch

11. BIRTHPLACE (State or foreign country) Spring view, Neb.

12. CITIZEN OF WHAT COUNTRY? USA

13. FATHER'S NAME Fred B. Lewis

14. MOTHER'S MAIDEN NAME Anna H. Beckhart

14a. NAME OF HUSBAND OR WIFE Nellie Lewis

15. WAS DECEASED EVER IN U. S. ARMED FORCES? (Yes, no, or unknown) (If yes, give war or dates of service) No n/a

16. SOCIAL SECURITY NO. 520-36-8318

17. INFORMANT Nellie Lewis — Address Marbleton, Wyo

MEDICAL CERTIFICATION

18. CAUSE OF DEATH [Enter only one cause per line for (a), (b), and (c).]

Part I. DEATH WAS CAUSED BY:
IMMEDIATE CAUSE (a) Myocardial infarction (massive) — Interval between onset and death: 30 minutes
Conditions, if any, which gave rise to above cause (a), stating the underlying cause last. DUE TO (b) Coronary insufficiency — 1 week
DUE TO (c) Rather extreme obesity — 3 yrs

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I(a)
Benign Prostate Hypertrophy

18. WAS AUTOPSY PERFORMED? YES ☐ NO ☑

19. ACCIDENT ☐ SUICIDE ☐ HOMICIDE ☐ Natural Causes

20. DESCRIBE HOW INJURY OCCURRED. (Enter nature of injury in Part I or Part II of Item 18.) N.A.

20a. TIME OF INJURY Hour: A.M. P.M. — Month — Day — Year N.A.

20b. INJURY OCCURRED WHILE AT WORK ☐ NOT AT WORK ☐ N.A.

20c. PLACE OF INJURY (e.g., in or about home, farm, factory, street, office bldg., etc.) N.A.

20d. CITY, TOWN, OR LOCATION Big Piney — COUNTY Sublette — STATE Wyo.

21. I attended the deceased from Dec 5 1959 to 16 Nov 1964 and last saw him alive on about 14 Nov 1964. Death occurred at 5:30 PM on the date stated above, and to the best of my knowledge, from the causes stated.

22a. SIGNATURE Elmer B. Simpson, MD — Degree or Title

22b. ADDRESS P.O. Box #158 Big Piney Wyo.

22c. DATE SIGNED 17 Nov 1964

23a. BURIAL, CREMATION, REMOVAL (Specify) Burial

23b. DATE 11-19-64

23c. NAME OF CEMETERY OR CREMATORY Pleasant Cemetery

23d. LOCATION (City, town, or county) Big Piney — (State) Wyo

24. FUNERAL DIRECTOR J. W. Wesner — ADDRESS Big Piney Wyo

25. DATE RECD. BY LOCAL REG. 11-23-64

26. REGISTRAR'S SIGNATURE Floyd P. Blanchard

FORM VS-2 WYOMING DEPARTMENT OF PUBLIC HEALTH, DIVISION OF VITAL STATISTICS

record, but insure a full and complete ... be supplied carefully and completely. The certificate is to be signed by the attending physician, the funeral director, the local registrar and the informant.

417

WILLIAMS GAS PROCESSING COMPANY
RIGHT-OF-WAY AND EASEMENT
FORM WFS 1960 (6-89)

STATE OF WYOMING

COUNTY OF SUBLETTE

289451

RECORDED March 15 2002 4:20PM
IN BOOK 73 Misc. PAGE 417
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cox

The undersigned, Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by WILLIAMS GAS PROCESSING COMPANY, P.O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, roads and communication cable (said pipeline, appurtenances, valves, metering equipment, cathodic equipment, communication cable and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way Sixty (60) feet in width being Forty (40) feet Northwest and 20 feet Southeast of the pipeline constructed hereunder, situated in Sublette County, State of Wyoming described below:

Subdivision	Section	Township	Range	Meridian	
SW¼	13	28 North	~~110~~ 114 West	6th	See attached EXHIBIT "A" for centerline description

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 appurtenant facilities.

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

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

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.

WITNESS THE EXECUTION HEREOF THE 11th DAY OF OCTOBER, 1999

Attest:

J.R. Hankins
Assistant Secretary

GRANTOR: MOBIL OIL CORPORATION

By: G. T. Jenkins
G. T. Jenkins — Attorney-in-fact

By: K. P. Geohegan
K. P. Geohegan — Attorney-in-fact

Project Name: Tip Top T16X-13g
Land No. 04131
W.O. 14888

ACKNOWLEDGEMENT OF ATTORNEYS-IN-FACT

STATE OF TEXAS

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me by G. T. Jenkins and K. P. Geohagen, who acknowledged them to be attorneys-in-fact **for MOBIL OIL CORPORATION** and acknowledged that they executed the same as the act of their principal for the purpose therein contained.

Witness my hand and official seal.

Jennifer A. Jeter
Notary Public in and for Montgomery County, State of Texas

My Commission Expires:
September 14, 2002

JENNIFER A. JETER
MY COMMISSION EXPIRES
September 14, 2002

[redacted] [redacted] [redacted]

4 10

EXHIBIT "A"

October 17, 2000

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

TIP TOP #T16X-13G

CROSSING A PORTION OF MOBIL OIL CORPORATION PROPERTY

SECTION 13, TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM,

SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 13, Township 28 North, Range 114 West, 6th PM, Sublette County, Wyoming, being 40' right and 20' left 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 Southwest quarter of the Southwest quarter of Section 13, said point bears North 71°26' 09" West, a distance of 1953.4 feet from the South quarter corner of said Section 13;

Thence North 34°35' 04" East a distance of 29.9 feet;

Thence North 55°20' 21" West a distance of 219.3 feet;

Thence North 50°39' 50" West a distance of 658.2 feet;

Thence North 31°7' 27" East a distance of 89.7 feet;

Thence North 21°35' 36" East a distance of 83 feet;

Thence North 33°20' 26" East a distance of 28 feet;

Thence North 7°58' 9" East a distance of 18.8 feet;

Thence North 80°37' 6" West a distance of 84.3 feet to the end of the line at a point located in the Northwest quarter of the Southwest quarter of said Section 13: said point bears North 4°58' 30" East a distance of 1421.7 feet from the Southwest corner of said Section 13.

The length of the above described survey line is 1211.2 feet, or 73.406 rods, or 0.229 miles.

Dwg. No. 1T761.0-34-1

R/W No. 04131

\\ESRMAENBD1\dsdata\Ds\MAPPING\Document\Legal\Wyoming\761\1T761.0-34-1.doc

4.19

AFFIDAVIT OF SURVIVORSHIP

Beverly J. Hawks and Lillian L. Regan of lawful age, being first duly sworn upon oath, deposes and states as follows:

1. These affiants are the surviving tenants of Tommy L. Gilardi. That these affiants and Tommy L. Gilardi were Joint Tenants with Right of Survivorship, until the death of said Tommy L. Gilardi, on December 27, 2001.

2. Said decedent died at 4710 Nambe Dr., Las Vegas, Nevada, Clark County on December 27, 2001 which fact of death is corroborated by the Certificate of Death, duly certified by the State Registrar of Vital Statistics, which certificate is attached hereto and by this reference made a part of this Affidavit.

3. These affiants and decedent acquired by a Warranty Deed from Tommy L. Gilardi, a single man, the real property described as follows:

Lot 7, Valley Hills Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining:
SUBJECT TO: reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO: prior mineral reservations of record; and
SUBJECT TO: restrictions governing Valley Hills Subdivision, recorded 7/28/78, Book 34 of Miscellaneous, page 265.

which Warranty Deed was dated 1/25/79 and recorded 3/6/79 in Book 20 Deeds Page 593 or as Instrument # 172141 in the office of the County Clerk of Sublette County, Wyoming.

4. That by reason of the death of said decedent and the joint tenancy of the parties on the date of said deed and the continuation of such status until the death of decedent the estate by the entireties in the above real property was terminated on December 27, 2001 and these affiants are now the owners of said real property.

5. This affidavit is made for the purpose of furnishing a recordable showing of the termination of the estate of the entireties and the ownership of said property in affiants.

NOTARY PUBLIC
ANGELA M. MABEN
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires February 28, 2004

Beverly J. Hawks
Beverly J. Hawks

STATE OF WYOMING)

COUNTY OF NATRONA)

Subscribed and sworn to before me by Beverly J. Hawks this 20th day of Feb. 20 02.

Angela M. Mabben
Notary Public

289463

RECORDED March 18 2002 3:00 pM
IN BOOK 73 Misc. PAGE 419
FEES $ 8.00 Mary L. Gill COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sisler

Lillian L. Regan
Lillian L. Regan

STATE OF NEVADA)

COUNTY OF CLARK)

TAMARA G. PERRY
Notary Public - Nevada
No. 99-2504-1
My appt. exp. Jan. 20, 2003

Subscribed and sworn to before me by Lillian L. Regan this 22nd day of February 20 02.

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

011113 — LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

DECEASED—NAME First	Middle	Last	DATE OF DEATH (Month, Day, Year)	COUNTY OF DEATH
1. Tommy	Louis	GILARDI	2. December 27, 2001	3a. Clark

CITY, TOWN OR LOCATION OF DEATH	HOSPITAL OR OTHER INSTITUTION—Name (If not either, give street and number)	If Hosp. or Inst. indicate DOA, OP/Emer. Rm. Inpatient (Specify)	SEX
3b. Las Vegas	3c. 4710 Nambe Drive	3e.	4. Male

RACE—(e.g., White, Black, American Indian, etc.) (Specify)	Was Decedent of Hispanic Origin? Specify ☐ yes ☒ no If yes, specify Mexican, Cuban, Puerto Rican, etc.	AGE—Last Birthday (Years)	UNDER 1 YEAR MOS : DAYS	UNDER 1 DAY HOURS : MINS	DATE OF BIRTH (Mo., Day, Yr.)
5. White	6.	7a. 63	7b. :	7c. :	8. Apr 17, 1938

STATE OF BIRTH (If not U.S.A., name country)	CITIZEN OF WHAT COUNTRY	Decedent's Education. Specify highest grade completed.	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)
9a. Wyoming	9b. U.S.A.	10. 12+	11. Never Married	12.

SOCIAL SECURITY NUMBER	USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even If Retired)	KIND OF BUSINESS OR INDUSTRY
13. 520-32-9850	14a. Cashier / Retired	14b. Hotel

RESIDENCE—STATE	COUNTY	CITY, TOWN, OR LOCATION	STREET AND NUMBER	INSIDE CITY LIMITS (Specify Yes or No)
15a. Nevada	15b. Clark	15c. Las Vegas	15d. 4710 Nambe Drive	15e. No

If death occurred in institution see handbook regarding completion of residence items

PARENTS

FATHER—NAME First	Middle	Last	MOTHER—MAIDEN NAME First	Middle	Last
16. Louie		Gilardi	17. Florence		Protzman

INFORMANT—NAME (Type or Print)	MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip)
18a. Beverly Hawks - Sister	18b. 2805 Navarre Road, Casper WY. 82604

DISPOSITION

BURIAL, CREMATION, REMOVAL, OTHER (Specify)	CEMETERY OR CREMATORY—NAME	LOCATION City or Town State
19a. Cremation	19b. Palm Crematory	19c. Las Vegas, Nevada

FUNERAL DIRECTOR—SIGNATURE (Or Person Acting as Such)	FUNERAL DIRECTOR LICENSE NUMBER	NAME AND ADDRESS OF FACILITY
20a. [signature]	20b. D	Palm Mortuary - Eastern 20c. 7600 S. Eastern Ave., Las Vegas, Nevada 89123

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN

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

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
21b.	21c.

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

To be completed by Coroner's Office

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

DATE SIGNED (Mo., Day, Yr.)	HOUR OF DEATH
22b. 12-31-01	22c. Ref. 12:40 P.M.
PRONOUNCED DEAD (Mo., Day, Yr.)	PRONOUNCED DEAD (Hour)
22d. ON 12/27/01	22e. AT 12:40 P.M.

NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER). (Type or Print.)
23a. Lary Simms, DO, MPH, Chief Med.Exam., 1704 Pinto, Las Vegas, NV

LICENSE NUMBER 23b. 880

REGISTRAR
24a. (Signature) Jan Brust, Deputy

DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 24b. DEC 31 2001

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) Arteriosclerotic cardiovascular disease — Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF:
(b) — Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF:
(c) — Interval between onset and death

PART II — OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in Part 1.

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

ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify)	DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
28a.	28b.	28c. M	28d.

INJURY AT WORK (Specify Yes or No)	PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify)	LOCATION STREET OR R.F.D. No.	CITY OR TOWN	STATE
28e.	28f.	28g.		

No. 207475

STATE REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Clark County Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE CLARK COUNTY HEALTH DISTRICT

DONALD S. KWALICK, MD, M.P.H.
Registrar of Vital Statistics

By: [signature]

Date Issued: JAN 03 2002

CLARK COUNTY HEALTH DISTRICT
625 Shadow Lane P.O. Box 3902
Las Vegas, Nevada 89127
702-383-1223
Tax ID# 88-0151573

Thomas N. Long, P.C.
P.O. Box 87
Cheyenne, WY 82003
Telephone: (307) 635-0710

289466

RECORDED March 18 2002 3:40 PM
IN BOOK 73 Misc. PAGE 421
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR SUBLETTE COUNTY

Docket No. 1805

In the Matter of the Estate of)
)
DOLORES REGAL,)
)
Deceased.)

FILED

MAR 0 6 2002

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

ORDER GRANTING APPLICATION FOR SUMMARY DECREE OF DISTRIBUTION

This matter having come before the Court upon the Application for Summary Decree of Distribution of Real Property filed herein, and the Court having considered the matter and being fully advised in the premises, finds as follows:

1. The applicants Joan R. Kobler and Jeanne R. Kindzierski are the applicants by virtue of their claim as the distributees named in the Will of Dolores Regal.

2. The decedent died February 16, 2001, a resident of Monmouth County, New Jersey. At the time of her death, the decedent owned real property in Sublette County, Wyoming.

3. The entire estate of the decedent within the jurisdiction of this Court and the purview of Wyoming law, wherever located, less liens and encumbrances, does not exceed $70,000.00.

4. More than thirty (30) days have elapsed since the date of death of the decedent.

5. No application for appointment of a Personal Representative for the estate of the decedent is pending or has been granted in any jurisdiction as required by Wyo. Stat. §2-1-201(a)(iii).

6. Jeanne R. Kindzierski and Joan R. Kobler are entitled to payment or delivery of the property of the decedent for the reason that they are the distributees named in the Last Will of the decedent. There are no other distributees of the decedent having a right to succeed to any property of the decedent under Wyoming probate proceedings. The said distributees are the surviving sisters of the decedent. Applicant

Jeanne R. Kindzierski has requested that her share of the real property be transferred to and titled in the name of Joan R. Kobler.

7. This application was made with respect to the following-described real property located in the County of Sublette, State of Wyoming.

> NW1/4NE1/4SE1/4 Section 3, Township 36N, Range 113W, Sublette County, Wyoming, subject, however, to all mining, mineral, and other reservations, restrictions, easements, covenants and conditions of record, containing 9.95 acres, more or less. Also described as Sheet 9 Tr 14 NW4 Hoback Ranches (9.95AC), Bondurant, WY 82922.

8. Filed herein is a sworn report of appraisal by Andy Cornish, a person having no legal interest in this estate, showing the value on the date of the decedent's death of all interests owned by the decedent in the real property, including mineral interests, to be $40,000.00.

9. The application of Joan R. Kobler and Jeanne R. Kindzierski should be granted.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows.

1. The Application for Summary Decree of Distribution of Real Property filed herein should be, and the same hereby is, granted.

2. There is hereby distributed to Joan R. Kobler the following-described real estate in the County of Sublette, State of Wyoming:

> NW1/4NE1/4SE1/4 Section 3, Township 36N, Range 113W, Sublette County, Wyoming, subject, however, to all mining, mineral, and other reservations, restrictions, easements, covenants and conditions of record, containing 9.95 acres, more or less. Also described as Sheet 9 Tr 14 NW4 Hoback Ranches (9.95AC), Bondurant, WY 82922.

Dated: March, 2002.

BY THE COURT:

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

Delaware

The First 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 "MITCHELL ENERGY COMPANY L.P.", CHANGING ITS NAME FROM "MITCHELL ENERGY COMPANY L.P." TO "DEVON ENERGY OPERATING COMPANY, L.P.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF FEBRUARY, A.D. 2002, AT 9 O'CLOCK A.M.

289474

RECORDED March 19 2002 8:15A M
IN BOOK 73 Misc. PAGE 423
FEES $8.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacker

0866579 8100

020107228

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1622195

DATE: 02-20-02

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MITCHELL ENERGY COMPANY L.P.

It is hereby certified that:

FIRST: The name of the limited partnership (hereinafter called the "partnership") is Mitchell Energy Company L.P.

SECOND: Pursuant to provisions of Section 17-202, Title 6, Delaware Code, the Certificate of Limited Partnership is amended as follows:

The name of the partnership is changed to Devon Energy Operating Company, L.P.

The undersigned, a general partner of the partnership, executed this Certificate of Amendment on February 13, 2002.

Janice A. Dobbs

Mitchell Energy Operating, Inc., General Partner
By: Janice A. Dobbs, Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/14/2002
020099084 - 0866579

DE LP D:CERTIF OF AMENDMENT TO CERTIF OF LP 8/95

IN THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

Probate No. 1782

IN THE MATTER OF THE ESTATE)
)
OF)
)
ALBERT JENNINGS FOSTER,)
a/k/a Albert J. Foster,)
)
Deceased.)

FILED

JAN 2 8 2002

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

ORDER APPROVING FINAL REPORT AND DECREE OF DISTRIBUTION

The above-captioned matter comes on for hearing before the Court on the Final Report and Petition for Decree of Final Distribution, as filed with this Court by the Personal Representative of the above-captioned estate, and the Court, having reviewed the court file of record herein, and being duly advised in the premises, finds that the Court has full and complete jurisdiction over the subject matter and all interested parties, and therefore this matter ought to proceed on to final hearing and determination; the Court notes that the Personal Representative is the sole heir of the decedent and as such has waived any further notice or hearing with respect to the Final Report and Petition for Distribution; the Court specifically finds that each and all of the statements made in the said Final Report are true and correct, that the conduct of the Personal Representative in the administration of this estate as reflected in said Report is in accordance with law and the prior Orders of this Court, and that therefore order ought to be entered at this time fully and finally approving, ratifying and confirming the Final Report and Petition for Decree of Final Distribution, and all doings of the Personal Representative in the premises; and the Court further finds that, in accordance with document admitted herein as the Last Will and Testament of the decedent, the sole distributee of this estate is Doolarie Chadee.

Furthermore, the Court specifically finds that, pursuant to W.S. §2-7-812(a)(iii), that no inheritance tax or estate tax is chargeable against the estate and, that in the event

289480

RECORDED Mar 19 2002 1030A
IN BOOK 73 MISC PAGE 425
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

that such tax does become due and owing, that the sole distributee of the estate will remain liable for such tax.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Final Report and Petition for Decree of Final 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, pursuant to W.S. §2-7-812, that the filing of an IRS closing letter shall be excused in this case and that the Personal Representative shall proceed to make final distribution of all remaining assets of this estate now in her hands, after payment of all costs of administration, to-wit:

Real Property:

(1) An interest as a purchaser in a long term contract for deed in certain real property located in Sublette County, Wyoming, more particularly described as follows:

> Lot Ten (10), Amended Meadow Canyon Estates, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as set out on the Amended Plat recorded June 3, 1980 in Book 37 of Misc., page 29 in the office of the County Clerk, Sublette County, Wyoming.

Personal Property:

(1) 1994 Ford Bronco VIN 1FMEU15H1RLA13166

(2) 1990 Ford pickup VIN 1FTEF26N8LPB12916

(3) 1977 Circle J Horse Trailer VIN WT7361

(4) Various personal effects

together with any other property of the decedent that may be hereafter discovered, to Doolarie Chadee.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that when the Personal Representative has completed the distribution of all estate assets, as ordered

herein, with all documentation necessary with respect thereto, the Personal Representative shall file with the Court her Petition for Discharge.

DATED this 24th day of JAN, 2002.

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 _____

N J Guthrie
Honorable Nancy J. Guthrie
DISTRICT COURT JUDGE

AMENDMENT TO BOULDER MEADOWS RANCHES PROTECTIVE COVENANTS

This Amendment to the Boulder Meadows Ranches Protective Covenants shall be effective from the date this Amendment is recorded in the Office of the County Clerk, Sublette County, Wyoming.

NOW THEREFORE, the owners of at least Seventy-Five percent (75%) tracts of real property located in Boulder Meadows Ranches subdivision adopt this Amendment to the Boulder Meadow Ranches Protective Covenants. By this Amendment, Sections XII, XI, XX, and XXI of the Boulder Meadows Ranches Protective Covenants shall be entirely replaced by the following Sections XII, XI, XX, and XXI. By this Amendment, the following Section XXIII shall be added to the Boulder Meadow Ranches Protective Covenants:

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 five (5) of the seven (7) lots in the Subdivision and shall be used for the purpose of promoting the health, safety, welfare and enjoyment of the residents of the Subdivision. No assessments shall be imposed in excess of $500.00 per calender year, per lot, without the unanimous approval of all property owners in the Subdivision.

XI. AMENDMENTS

These covenants may be amended at any time by the signature of the owners of at least five (5) of the seven (7) tracts of the Subdivision. Any such amendments shall be effective upon recording the amendment in the Office of the County Clerk, Sublette County, Wyoming.

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 appointed by vote of the owners of at least five (5) of the seven (7) tracts in the Subdivision and shall serve a term of three (3) years. Boulder Meadow Ranches shares private water ditches and canals with, and is designed

RECORDED Mar 19 20 02 1235 PM
IN BOOK 73 MISC PAGE 428
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

289484

428

to function as a whole with other parcels of real property, including the Ellis Ranch, the Kochever Ranch, and seven (7) lots on the east side of the Subdivision just west of Boulder Meadow Ranches. The Water Master shall coordinate with the representatives of these other parcels of real property to insure distribution of available water in order to provide the best available supply for irrigation of all the various parcels of real property. Application of water must be controlled so run-off water will not flood any drainage ditches or leach fields.

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. This requirement to build within designated building envelopes applies only to structures intended for human habitation. Out buildings, such as hay storage facilities, barns, and sheds may be permitted and constructed outside the designated building envelopes.

XXIII. BUILDING PERMITS

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 Homeowners' Association. Prior to building, all necessary permits from the state and/or county shall also be obtained by the owner. The Homeowners' Association shall exercise its discretion to issue building permits with the following objectives in mind: (1) to carry out the general provisions of the Protective Covenants for the subdivision; (2) to prevent violation of any specific provisions of the Protective Covenants; (3) to prevent any change which would be unsafe or hazardous to any person or property; (4) to minimize obstruction or diminution of the view of others; (5) to preserve the visual continuity of the area; (6) to assure that any change will be of good and attractive design and in harmony with the rustic and natural setting of the property; and (7) to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area.

Prior to any construction or improvements on any tract, an owner shall submit plans and specifications to the Homeowners' Association for its review. The Homeowners' Association shall review the plans and specifications within thirty (30) days from the submission and determine if the proposed construction, improvements or developments conform to the

requirements of the Protective Covenants. Approval, if appropriate, will be issued by a written statement from the Homeowners' Association signed by the owners of five (5) of the seven (7) tracts in the subdivision. This written statement shall constitute the required building permit. Once the materials have been submitted to one member of the Homeowners' Association, the Association shall either review the submitted materials as a group, at a meeting called specifically for that purpose or review the submitted materials individually. If the materials are reviewed individually, they shall be circulated to all members of the Homeowners' Association within thirty (30) days. If the submitting owner does not have written approval or denial within thirty (30) days of submission, it shall be deemed denied.

The Homeowners' Association may grant a variance from the provisions of the Protective Covenants relating to the improvements, location of improvements, landscaping and other features of the tracts, if it is determined to be in the best interests of the subdivision. In no event shall the Homeowners' Association be empowered to change the use of the subdivision to anything other than residential use.

BOULDER MEADOWS RANCHES

BY: Allen Ely Jr.

BY: Sondra Ellis

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Attachment to Amendment to Boulder Meadows Ranches Protective Covenants:

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me this 19th day of March 2002 by Albert Ellis & Sandra Ellis.

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 WYOMING
GRANT OF EASEMENT
Amended Easement No. 6278

This amended easement is intended to replace and supersede Easement No. 6278 recorded in Book 71 Misc. on Page 394 of the Sublette County Clerk's records. The reason for the amendment is to correct an error in the legal description in the land the easement shall benefit. The State of Wyoming, acting through its Board of Land Commissioners (Grantor), for and in consideration of the payment of One thousand three hundred twenty-one and 56.100 dollars ($1,321.56) hereby grants and conveys to Dempsey J. Barron and Terri Jo Barron (Grantee), a permanent use, in the following described tract of land for non-exclusive roadway purposes only, more particularly described as follows:

All that portion of the N½ of Section 16, T.34N.,R.112W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 30 feet apart, being 15 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin on the west boundary of said Section 16 and end on the east boundary of said Section 16.

The above described parcel of land contains 3.76 acres, more or less.

See attached exhibits A 1-2 & B

These descriptions are based on a survey done by and under the authority of Paul N. Scherbel, Wyoming P.L.S. No. 164, in June of 2000.

The above described tract being more specifically shown on a plat filed in the Office of State Lands & Investments.

This roadway easement shall benefit the following described property to-wit:
Township 34 North.,Range 112 West
Section 17: SE¼NE¼

TO HAVE AND TO HOLD this easement across the above described tract of land for the purpose of locating, constructing, using, maintaining, improving, and repairing the above described non-exclusive roadway, subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the State of Wyoming, its assigns or lessees to explore for, develop, and extract any and all minerals or other subsurface resources beneath this easement. If required for mineral exploration, development or extraction, the grantee shall, upon written notice from the grantor, remove or relocate at its own expense the above described non-exclusive roadway.

2. Upon abandonment or discontinuance of use of this easement for the purposes specified above, all of grantee's rights under this grant of easement shall revert to the State of Wyoming or its assigns, the same as if this grant had never been made. Failure to report, to the grantor, the status of the use of this easement every ten years from the date of this grant shall be evidence of intent by the grantee to abandon this easement. Should this easement be abandoned by the grantee, the above described tract of land shall be returned to a condition satisfactory to the landowner.

3. This easement may be transferred, however, no transfer may increase the burden on the servient estate in any manner.

4. Any transfer of ownership of this easement, or any change of name or mailing address of the owner of this easement, shall be reported to the grantor within thirty (30) days of the transfer or change.

IN TESTIMONY WHEREOF, the Board of Land Commissioners has caused this instrument to be signed by its President and countersigned by its Secretary, and its seal be affixed on the 28th day of February, 2002.

(Seal)

Governor, President
Board of Land Commissioners

Countersigned:

Director, Secretary
289487 Office of State Lands & Investments

Attorney General's Office Approval as to Form:

Nancy E. Vehr, Assistant Attorney General

RECORDED March 19 2002 2:15 PM
IN BOOK 73 Misc. PAGE 432
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Examined

State of Wyoming
Easement No. 6278
Exhibit A - 1

NARRATIVE DESCRIPTION FOR

BARRON ROAD

IN

SECTION 16 T34N, R112W

SUBLETTE COUNTY, WYOMING

To-wit:--

A strip of land thirty (30) feet in width being part of the SW¼NW¼, SE¼NW¼, SW¼NE¼, and SE¼NE¼ of Section 16, T34N, R112W, Sublette, County, Wyoming with the center-line described as follows:

BEGINNING at a point on the west line of said Section 16, N00°-03'W, the base bearing for this survey, 635.13 feet from the west one-quarter corner of said Section;

thence S66°-31'E, 46.08 feet to a point;

thence S69°-08'E, 63.13 feet to a point;

thence S45°-11'E, 109.70 feet to a point;

thence S74°-23'E, 255.56 feet to a point;

thence N89°-26'E, 168.47 feet to a point;

thence S89°-30'E, 132.06 feet to a point;

thence S84°-49'E, 137.19 feet to a point;

thence N73°-23'E, 467.29 feet to a point;

thence N70°-01'E, 104.42 feet to a point;

thence N60°-08'E, 196.60 feet to a point;

thence N69°-38'E, 253.81 feet to a point;

thence N71°-46'E, 232.37 feet to a point;

thence S84°-40'E, 280.73 feet to a point;

thence N87°-05'E, 267.00 feet to a point;

thence N67°-43'E, 330.91 feet to a point;

thence N83°-33'E, 151.62 feet to a point;

thence S88°-46'E, 222.94 feet to a point;

thence S77°-41'E, 386.12 feet to a point;

thence N77°-11'E, 388.53 feet to a point;

thence N78°-38'E, 139.71 feet to a point;

thence S78°-25'E, 222.28 feet to a point;

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"

thence S89°-43'E, 232.05 feet to a point;

thence S79°-13'E, 333.81 feet to a point;

thence S82°-20'E, 236.16 feet to a point;

thence N71°-03'E, 92.95 feet to a point on the east line of said Section 16, N00°-32'E, 909.95 feet from the east one-quarter corner of said Section 16;

the sidelines to be shortened or extended to close upon the east and west lines of said Section 16;

each corner found as described in the Corner Record filed in the Office of the Clerk of Sublette County;

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

ENCOMPASSING an area of 3.76 acres, more or less;

all in accordance with the plat prepared to be filed in the Office of State Lands and Investments of the State of Wyoming.

21 June 2000
Paul N. Scherbel
Professional Land Surveyor
Registration No. 164

34n112w barron road.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. 8028

Marlowe A. Scherbel
Wyo. Registration No. 5368

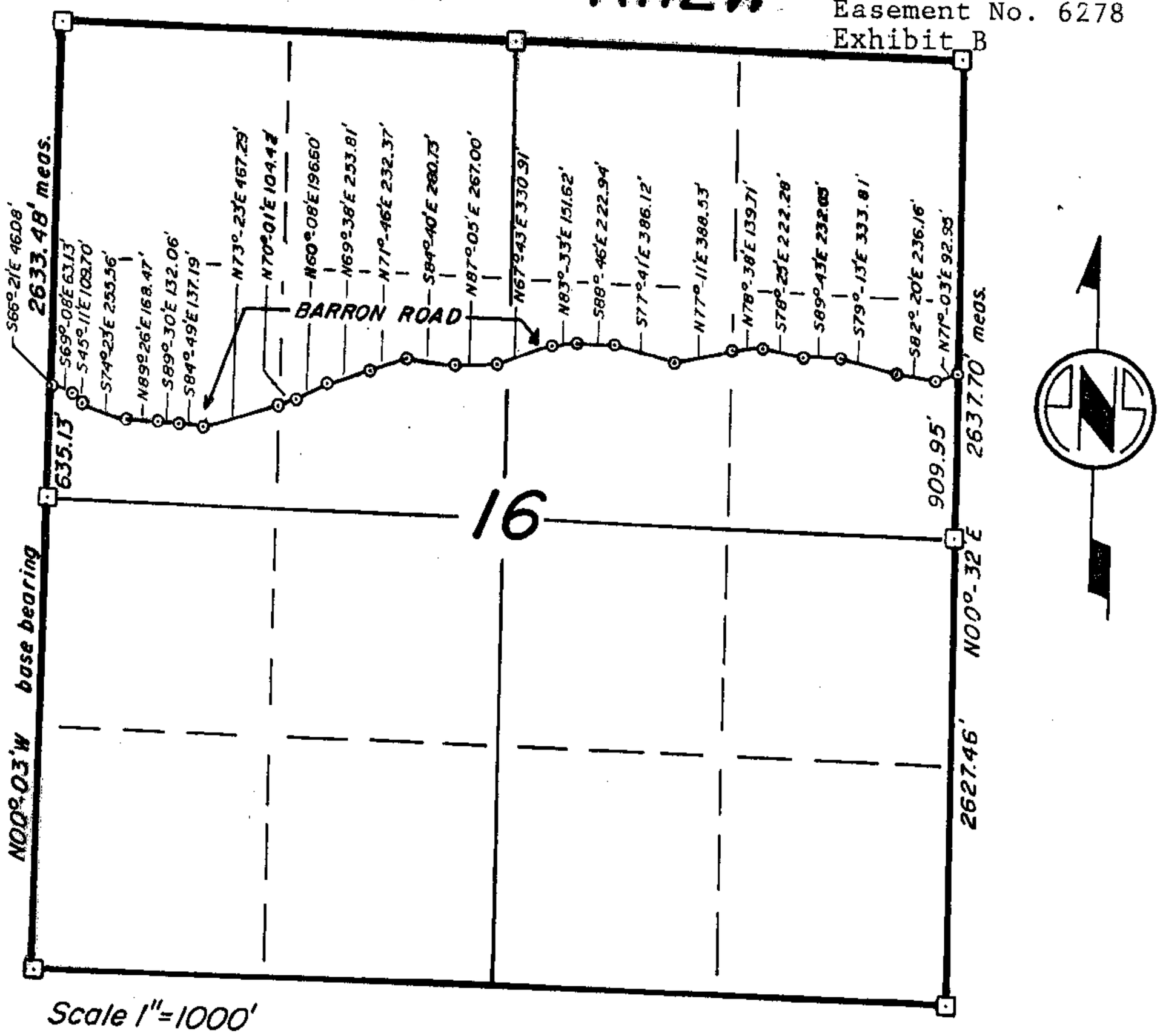
Surveyor Scherbel, LTD.
Afton, Wyoming
Big Piney, Wyoming
Jackson, Wyoming
Lava Hot Springs, Idaho
Montpelier, Idaho

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

435

T34N R112W

State of Wyoming
Easement No. 6278
Exhibit B



Scale 1"=1000'

CERTIFICATE OF SURVEYOR

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

Paul N. Scherbel states that he is by occupation a Professional Land Surveyor employed by Dempsey J. Barron and Terri Jo Barron to make the survey of the Barron Road as described and shown upon this plat; that the actual survey of said road was made by him during June, 2000, and such survey is accurately represented upon this plat.

Paul N. Scherbel

Professional Land Surveyor – Registration No. 164

Date 21 June 2000

LEGEND

⊡ indicates a Corner Record filed in the Office of the Clerk of Sublette County.

⊙ indicates a 3/8x12 ins. steel spike set.

Width of right-of-way – 30 feet

Subdivision	Length	Acre
SW¼NW¼	1379.48	0.95
SE¼NW¼	1364.93	0.94
SW¼NE¼	1361.59	0.94
SE¼NE¼	1345.59	0.93
Total	5451.59	3.76

Application No. 6278

PLAT
TO ACCOMPANY APPLICATION FOR RIGHT-OF-WAY ACROSS LAND OF THE STATE OF WYOMING
IN
SECTION 16 T34N, R112W
SUBLETTE COUNTY, WYOMING

Applicants:
Dempsey J. Barron and Terri Jo Barron
3050 Barron Road
Caryville, Florida 32427-2690



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 19th DAY OF March, 2002. 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

SUBLETTE COUNTY

ATTEST: Mary L. Lankford
MARY L. LANKFORD, COUNTY CLERK

289504
RECORDED March 21 2002 8:15a M
IN BOOK 73 Misc. PAGE 436
FEES $50.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Cocks

AMENDED PLAT

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

437

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

WITHIN AND FOR SUBLETTE COUNTY, WYOMING

In The Matter of the Estate	)	
	)	Probate No. 1803
of William M. Presho, deceased.	)	

FILED

MAR 0 6 2002

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

DECREE OF SUMMARY DISTRIBUTION OF REAL PROPERTY

Carol Marie Wagner, Daniel Paul Presho, Julie Anne Gragg and Glen Michael Presho, having filed herein an Application to the Court for a Decree of Summary Distribution of Real Property pursuant to W.S. §2-1-205 (Cumm. Supp.). Said application came before the Court on january 22, 2002, to be heard, proof having been made to the satisfaction of the Court that notice of distribution of said real property has been given in the manner and for the time required by law; and the Court, being fully advised in the premises, finds:

1. William M. Presho, died intestate on May 12, 2000, at Rock Springs, Sweetwater County, State of Wyoming. At the time of his death he was 68 years of age. He was a resident of the State of Wyoming and resided at Rock Springs, Sweetwater County, Wyoming.

2. That the net value of decedent's entire estate, wherever located does not exceed $70,000.00.

3. More than thirty days has elapsed since the death of decedent.

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

5. At the time of the death of decedent he was the owner of certain real property located in the County of Sublette, State of Wyoming. Said property is the only property belonging to decedent known to Applicants which are subject to probate. Said property is more particularly described as follows:

> Lot One Hundred Sixteen (116), Block Three (3), Barger Subdivision, Second Filing, Sublette County, Wyoming, as shown on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming,

6. That the decedent was survived by his spouse, Antionette Presho, and his children, Carol Marie Wagner, Daniel Paul Presho, Julie Anne Gragg, Glen Michael Presho, and they are the only surviving heirs of William M. Presho.

7. That Antoinette Presho subsequently died on July 18, 2000. That Carol Marie Wagner is the duly appointed and acting Administrator of the Estate of Antoinette Presho, Probate No. P-00-142, in the District Court of the Thrid Judicial district, within and for Sweetwater County, Wyoming.

IT IS THEREFORE, ORDERED ADJUDGED AND DECREED that Antoinette Presho, Carol Marie Wagner, Daniel Paul Presho, Julie Anne Gragg, Glen Michael Presho, be and they are hereby determined to be the

289522

RECORDED March 21 2002 10:20
IN BOOK 73 Misc. PAGE 437
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

only heirs and distributees entitled to payment or delivery of decedent's interest in the above-described real property; and that there are no other distributees of the decedent having a right to succeed to the decedent's interest in said property under probate proceedings.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lot One Hundred Sixteen (116), Block Three (3), Barger Subdivision, Second Filing, Sublette County, Wyoming, as shown on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming shall be set over as follows:

a) One-half ($^1/_2$) interest to the Estate of Antoinette Presho;
b) One-eighth ($^1/_8$) interest to Carol Marie Wagner;
c) One-eighth ($^1/_8$) interest to Glen Michael Presho;
d) One-eighth ($^1/_8$) interest to Julie Ann Gragg; and
e) One-eighth ($^1/_8$) interest to Daniel Paul Presho.

Dated this 4th day of March, 2002.

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

289555

RECORDED March 22 2002 3:20 P.M.
IN BOOK 73 Misc. PAGE 439
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seeley

CONDITIONS OF SUBDIVISION PLAT APPROVAL FOR TAYTON CORNER SECOND ADDITION

The Plat of the Tayton Corner Second Addition to the Town of Marbleton, which is identical with Block 57 of Tayton Corners Addition to the Town of Marbleton is approved subject to the following conditions:

1). Lots 1 through 8, inclusive, shall be limited to use exclusively to Mobile Homes. For purposes of this approval, Mobil Home means a trailer, trailer house or house trailer which is capable of being transported and which is built or constructed on a chassis, and designed to be used with or without a permanent foundation for human occupancy as a residence. These lots shall use Sixth Street as their front for access, appearance and setback purposes.

2). Lots 9 through 14 inclusive, shall be limited in use exclusively to single family stick built or prebuilt (modular) residences. Lots 15 and 16 shall be limited in use to either single family stick built or prebuilt residences or multifamily stick built or prebuilt (mondular) residences.

3). Each of the 16 lots shall have separate water and sewer hookups.

4). There shall be paid to the Town a water ($750.00) and a sewer ($750.00) tap fee in the toal amount of $1,500.00 for lots numbered 9 through 16 inclusive. If these lots are not connected to the Town's water and sewer system in accordance with Town Ordinances prior to the tap fees being changed, they shall be subject to whatever new tap fee may be adopted. The same tap fees shall be paid for each lot numbered 1 through 8 inclusive; however in lieu of paying the tap fees, the town will accept a Warranty Deed, free and clear of all encumbrances, mortgages, etc. to a strip of land 30 feet in width abutting the south boundary of the incorporated limits of the Town of Marbleton and westerly of the proposed Short Stop Addition to the Town of Marbleton. Said strip extending westerly from the northwest corner of said Short Stop Addition to the southwest corner of the Town of Marbleton. This land will be conveyed without charge to the Town. The Town will be responsible for constructing a new fence on the property lines, which will be five barb wire and

treated green fence post or comparable product. The Town will clean up the area lying within the 30 foot strip. The Warranty Deed shall be delivered to the Town at the time it approves the plat.

5). The developer shall be responsible for constructing the water and sewer lines to Town standards and the 60 foot street (rue-de-la-Kenneth Street) as shown on the plat and placing any culverts as requested by the Town. The road shall be constructed in accordance with standards as determined by the Town. At a minimum, it shall be constructed to the same standards as the roads in the Tayton Corners Addition, plus two (2) inches of crushed gravel (size of gravel to be approved by the Town).

6). Upon completion and acceptance by the Town, (approval of the plat does not constitute acceptance) the street, culverts, and water and sewer lines within the street right-of-way or approved easements, shall be dedicated to the Town. Any easements deemed necessary by the Town shall also be dedicated to the Town. All utilities will be constructed in accordance with approved DEQ plans. There shall be no sale of any lots within this subdivision until the 60 foot road and utilities (including the sewer line to be constructed across Block 60) have been completed and accepted by the Town.

7). The Developer proposes to construct a sewer line across Block 60 to serve this subdivision. An easement shall be given to the Town for access and maintenance of said line. The use of and possible relocation of the easement shall be contained in a separate utility easement.

8). A ten (10) foot utility easement shall be provided along the rear and side lot line of each lot within the subdivision.

9). A copy of the plat showing Sublette County recording information shall be provided to the Town, along with a statement from the Surveyor that the recorded plat represents the same plat as approved by the Town.

APPROVED this 7th day of August, 1985.

ALSADE, LIMITED

By: Susan Guio Withrow
Susan Guio Withrow

TOWN OF MARBLETON

By: Garry Eiden Sr.
Garry Eiden, Sr., Mayor

This agreement precludes the conditions of Subdivision Plat approved for Tayton Corners Second Addition previously signed May 13th and June 5th 1985.

441

NOTARY STATEMENT

State of Wyoming)
County of Sublette)

The foregoing instrument was acknowledged before me by Susan Guio Withrow and Garry Eiden, Sr. this 7th day of August 1985.

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

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

IN THE DISTRICT COURT

FIFTH JUDICIAL DISTRICT

Probate No. 7113

IN THE MATTER OF THE ESTATE OF)
CHARLES FREDERICK TAYLOR, a.k.a.)
CHARLES FREDERIC TAYLOR, CHARLES)
F. TAYLOR, C. FRED TAYLOR, AND)
C.F. TAYLOR,)
Deceased.)

JOYCE BOYER
Clerk of District Court

FILED FEB 26 2002

by Joyce Boyer
Deputy

ORDER APPROVING FINAL REPORT AND PETITION FOR DISTRIBUTION AND DECREE OF DISTRIBUTION

THE ABOVE CAPTIONED MATTER having come before the Court pursuant to the filing of the Final Report and Petition for Distribution by the Personal Representative and the filing of a Waiver of Notice and Consent to Approval of Final Report and Petition for Distribution and a Waiver of Accounting by William F. Taylor, the sole distributee of this Estate, and the Court, having reviewed the court file of record herein and being duly advised in the premises, finds that: 1) the Court has full and complete jurisdiction over the subject matter and all interested parties; 2) that each and all of the statements made in the said Final Report and Petition for Distribution are true and correct, that the conduct of the Personal Representative in the administration of this Estate as reflected in said Report is in accordance with law and the prior Orders of this Court; 3) that the administration and distribution of the Estate is fully and finally concluded; and 4) 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.

289585

RECORDED March 25 2002 3:50 PM
IN BOOK 73 Misc. PAGE 442
FEES $ 14.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

442

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 the Personal Representative shall proceed to make final distribution of all assets of this estate now in his hands as follows:

To Diane B. Walsh, Attorney for the Estate - such sums as represent the fees and costs heretofore approved by Order of this Court on March 26, 2001.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the real estate interests of the Decedent described in Exhibit A attached hereto are hereby distributed and conveyed to:

WILLIAM F. TAYLOR
1125 Hamilton Avenue
Palo Alto, CA 94301

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all sums held by any person or entity on behalf of Charles Frederick Taylor, a.k.a. Charles Frederic Taylor, Charles F. Taylor, C. Fred Taylor, and C. F. Taylor, or on behalf of the Estate, are hereby distributed and conveyed to:

WILLIAM F. TAYLOR
1125 Hamilton Avenue
Palo Alto, CA 94301

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any person or entity which is holding any funds or other property on behalf of Charles Frederick Taylor, a.k.a. Charles Frederic Taylor, Charles F. Taylor, C. Fred Taylor, and C. F. Taylor, or on behalf of the Estate, shall make immediate payment and delivery thereof to:

WILLIAM F. TAYLOR
1125 Hamilton Avenue
Palo Alto, CA 94301

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that and any and all other property located in the State of Wyoming not now known or discovered or included herein which may belong to the Estate or in

which the Decedent or Estate may be interested is hereby distributed and conveyed to:

WILLIAM F. TAYLOR
1125 Hamilton Avenue
Palo Alto, CA 94301

In effecting such distributions the Personal Representative shall execute and deliver such documents as shall be necessary or appropriate to effectuate said distribution; in conjunction therewith the Personal Representative shall file a certified copy of this Order with the County Clerk in each county in which any lands of the Estate or the Decedent are located.

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 February 25, 2002.

Hunter Patrick
DISTRICT COURT JUDGE

STATE OF WYOMING)
COUNTY OF PARK) SS

I certify that the foregoing is a true copy of the original on file in this office.
Dated FEB 25 2002
JOYCE BOYER
Clerk of District Court
By
Deputy

EXHIBIT A

1. THE INTEREST OF CHARLES FREDERICK TAYLOR AS A 9.375% LESSEE UNDER U.S. GOVERNMENT LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, SERIAL NO. EVANSTON 018722(A), WHICH LEASE IS APPLICABLE TO THE FOLLOWING DESCRIBED REAL ESTATE:

   - T. 28 N., R. 114 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
     Section 1: Lots 7 and 8, S½NW¼, SW¼, SW¼ SE¼, containing 340.76 acres, subject to the Tip Top Unit Agreement, approved February 19, 1948.

2. THE INTEREST OF CHARLES FREDERICK TAYLOR AS A 9.375% LESSEE UNDER U.S. GOVERNMENT LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, SERIAL NO. EVANSTON 018722(B), WHICH LEASE IS APPLICABLE TO THE FOLLOWING DESCRIBED REAL ESTATE:

   - T. 28 N., R. 113 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
     Section 6: Lots 16 to 21 inclusive
     Section 7: Lots 5 to 16 inclusive

   - T. 28 N., R. 114 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
     Section 1: Lots 5 and 6, S½NE¼, N½SE¼, SE¼SE¼

     containing 856.07 acres, subject to the Tip Top Unit Agreement, approved February 19, 1948.

3. THE INTEREST OF CHARLES FREDERICK TAYLOR IN INDIAN OIL AND GAS MINING LEASE NO. 2026-M, DATED DECEMBER 15, 1920, WHICH LEASE IS APPLICABLE TO THE FOLLOWING DESCRIBED REAL ESTATE:

   - T. 6 N., R. 2 W., W.R.M., FREMONT COUNTY, WYOMING
     Section 9: All
     Section 15: All
     Section 10: W½SE¼
     Section 14: W½
     Section 16: E½

     containing 2400 acres, more or less, the same being within the ceded portion of the Shoshone or Wind River Indian Reservation.

The interest of the Decedent in said Lease is a .0008878 overriding royalty interest (12.50% interest in 75/880ths of 8⅓% overriding royalty interest) when average production per well per day is more than fifteen (15) barrels and a .000355 overriding royalty interest (12.50% interest in 75/880ths of 2/5ths of 8⅓% overriding royalty interest) when average production per well per day is less than fifteen (15) barrels.

4. THE INTEREST OF CHARLES FREDERICK TAYLOR IN U.S. GOVERNMENT LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, SERIAL NO. CHEYENNE 044673:

   - T. 49 N., R. 102 W., 6TH P.M., PARK COUNTY, WYOMING
     Section 2: Lot 5, SW¼,NW¼, N½SW¼, containing 153.87 acres, subject to the South Spring Creek Unit Agreement, approved March 15, 1938.

The interest of the Decedent in said Lease is a .0046875 overriding royalty interest.

5. THE INTEREST OF CHARLES FREDERICK TAYLOR IN THE ON TIME NO. 2 LEASE INSOFAR AS IT COVERS THE FOLLOWING REAL ESTATE:

   - T. 45 N., R. 97 W., 6TH P.M., HOT SPRINGS COUNTY, WYOMING
     Section 12: S½SW¼, W½SE¼

6. THE INTEREST OF CHARLES FREDERICK TAYLOR IN THE GOLDEN EAGLE UNIT TENSLEEP/PHOSPHORIA PARTICIPATING AREA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- T. 45 N., R. 97 W., 6TH P.M., HOT SPRINGS COUNTY, WYOMING
  Section 11: E½E½NE¼, E½NE¼SE¼, NE¼SE¼SE¼
  Section 12: W½, SW¼NW¼NE¼, W½SW¼NE¼, SE¼SW¼NE¼, W½SE¼, W½E½SE¼
  Section 13: NE¼NE¼NW¼, N½NW¼NE¼, NW¼NE¼NE¼
  containing 590.00 acres.

7. THE INTEREST OF CHARLES FREDERICK TAYLOR IN THE BURLEY MESAVERDE UNIT, APPROVED BY THE BUREAU OF LAND MANAGEMENT, EFFECTIVE 11-1-98, AND CONTAINING 559.61 ACRES OF LAND; THE DECEDENT'S INTEREST ARISING UNDER U.S. GOVERNMENT LEASE NO. WYW-01495 AS TO TRACT 5 OF SAID UNIT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- T. 28 N., R. 113 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
  Section 18: Lot 18, SW¼,SE¼

8. THE INTEREST OF CHARLES FREDERICK TAYLOR IN U.S. GOVERNMENT LEASE NO. WYW-01495 AS TO THE FOLLOWING DESCRIBED REAL ESTATE:

- T. 28 N., R. 113 W., 6TH P.M., SUBLETTE COUNTY, WYOMING
  Section 18: NW¼,SE¼

9. 19/32 Interest in Mineral Estate of Golden Crown No.1 and Golden Crown No. 2 Lode Mining Claims, Designated By The Surveyor General As Survey No. 537, Embracing A Portion of Section 36, T 14 N., R. 84 W., and Section 31, T. 14 N., R. 83 W., 6th P.M., Carbon County, Wyoming.

447

Mod. 6K.103 pg. 25 ▼ 3/4/13

CLAIM OF LIEN

Wyoming Code 29-2-101 through 29-2-110

WESTERN STATES EQUIPMENT COMPANY,)
and Cat Rental Store division)
Claimant,)
)
vs.)
Gary L. Capron)
)
)
)
Owner/Reputed)
Owner.)

289599

RECORDED March 26 2002 9:45 AM
IN BOOK 73 Misc. PAGE 447
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cole

TO WHOM IT MAY CONCERN: Notice is hereby given that the above named Claimant has provided equipment, tools and/or materials used and supplied in and for improving that certain real property situated in Sublette County, State of Wyoming, and described in "EXHIBIT A" attached hereto and incorporated herein by reference.

The owners or reputed owners of said real property are Gary L. Capron and Sharon K. Capron, 551 Rim Road, Hoback Ranches, PO Box 10458, Jackson, WY 83002. The Claimant supplied and furnished the same to or at the instance and request of Gary Capron. Claimant began providing such equipment, tools and/or materials on or about the 10th day of October, 2001, and ceased to do so on the 28th day of February, 2002. By the contract under which Claimant provided the same, it was to receive a total of $11,331.60, which sum is the reasonable value thereof. After deducting all just credits and offsets Claimant is still owed $11,331.60.

Pursuant to Section 29-2-101 through 29-2-110, Wyoming Code, Claimant claims a lien upon the property described in "EXHIBIT A", for the said remaining sum of $11,331.60, plus costs and attorney's fees.

Bonnie Willis

Bonnie Willis, Credit Manager

STATE OF IDAHO)
:ss.
County of Ada)

Bonnie Willis, being first duly sworn, deposes and says that she is the Credit Manager of claimant Western States Equipment Company, that she has read the above and foregoing claim and knows the contents thereof, and that the same is true and just, and that all just credits and offsets have been fully allowed.

Bonnie Willis

Bonnie Willis, Credit Manager

SUBSCRIBED AND SWORN To before me this 20 day of March, 2002.

Charlotte Galbraith
NOTARY PUBLIC For Idaho
Residing at: Boise
My Commission Expires: Oct 10, 2003

CHARLOTTE GALBRAITH NOTARY PUBLIC STATE OF IDAHO

EXHIBIT A

Legal Description:

Gary L. and Sharon K. Capron
551 Rim Road
Hoback Ranches

Parcel 110001696, Hoback Ranches, Sheet 5, West ½ of Track 9, Township and Range 3612, Section 5, as recorded in the Sublette County Clerks office.

289693

RECORDED April 1 2002 1105AM
IN BOOK 73 MISC PAGE 450
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Tracy L Hoover

State of Wyoming }
: ss
County of Sublette }

In the District Court

Ninth Judicial District

IN THE INTEREST OF }
}
ANDREA DAWN JONES AND }
}
CASEY DYLAN JONES, }
}
WARDS. }

PROBATE NO. 1718

FILED

MAR 29 2002

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

ORDER NUNC PRO TUNC

The Petitioner having moved for an order nunc pro tunc authorizing her to transfer the real property interests of the Wards to a Trustee for the Wards, and it appearing that such was the original intent of the Petition in this matter, and it further appearing that such is consistent with the stated purpose of the Order Appointing Temporary Conservator originally entered herein on December 29, 1999, and the Court being advised in the premises, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Order Appointing Temporary Conservator entered herein on December 29, 1999, be and hereby is amended to provide that the Temporary Conservator is further authorized to transfer the interests of the Wards to one or more persons, including the Temporary Conservator, as Trustee for the Ward(s), and that such Trustee(s).

The rest and remainder of the Order Appointing Temporary Conservator entered herein on December 29, 1999, not inconsistent herewith, remains in full force and effect as originally entered herein.

DATED this 28th day of March, 2002.

NANCY J. GUTHRIE
District Judge

THE STATE OF WYOMING
COUNTY OF SUBLETTE
SEAL
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

18 PCJ 183
450

State of Wyoming }
: ss
County of Sublette }

In the District Court

Ninth Judicial District

IN THE INTEREST OF

ANDREA DAWN JONES AND

CASEY DYLAN JONES,

PROPOSED WARDS.

PROBATE NO. 1218

FILED

DEC 30 1999

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

ORDER APPOINTING TEMPORARY CONSERVATOR

The Petitioner having filed her petition for appointment of temporary conservator, and a hearing having been conducted thereon, and the Court being advised in the premises and good cause appearing therefore,

THE COURT HEREBY FINDS that a temporary conservator should be appointed for the proposed Wards in order that their interests in real property may be properly managed for estate planning purposes.

IT IS THEREFORE ORDERED that the Petitioner, CINDY LOU JONES, is hereby appointed as temporary conservator for the estates of her minor children, ANDREA DAWN JONES and CASEY DYLAN JONES. Said appointment shall terminate no later than March 1, 2000. The Conservator's duties shall be limited to execution of those documents necessary to effectuate an exchange of the real property specified in the Petition for nearby property of equal value. Upon completion of such duties, Conservator shall file herein a copy of the deed, duly recorded. Upon such filing, Conservator's appointment shall be terminated and this matter shall be closed without need of further pleading or accounting.

DATED this 29th day of December, 1999.

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

289694

RECORDED April 1 20 02 11:20 AM
IN BOOK 73 Misc. PAGE 451
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Jackson

DECLARATION

OF

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 2nd day of April, 2002, by ASPEN RIDGE PARTNERSHIP, LLC, (the Declarant). The Property contains significant wildlife habitat and is of high scenic and natural value. Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and to maintain the natural character and value of the Property for all present and future 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 ASPEN RIDGE PARTNERSHIP, LLC.

B. "Map" shall mean and refer to that certain Large Tract Development Map for Aspen Ridge, Unit 1, recorded in the records of the Sublette County Clerk, Sublette County, Wyoming on 1/14/02, in Book 73 of Misc., at Page 239.

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. Any act herein required to be taken by Owners of a Tract must be take unanimously by any co-owners for the vote of the Tract to be counted or considered.

E. "Property" shall mean and refer to that certain real property described on Exhibit "A" which is attached hereto and made a part hereof, including but not limited to all Tracts contained in Aspen Ridge Large Tract Development, Sublette County, Wyoming.

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

289720

RECORDED April 2 2002 2:45 PM
IN BOOK 73 Misc. PAGE 452
FEES $20.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

described in Section 6 hereinafter.

2. Design and Construction Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all structures, improvements and development on each 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.

F. All structures on any Tract shall be located within the building envelope as designated on the Map.

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 . All such fences shall be constructed with wood posts or bucks and poles 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 fencing at the discretion of the concerned Tract owner. This type of construction is

allowed in recognition that 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 used 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.

J. Solar collectors shall not be allowed unless 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 $500.00 per 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 any Tract 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 Tract.

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 the Property, including removal of gravel and sand; provided that excavation for construction (including roadways) or landscape purposes is permitted.

G. It is desired to maintain the Property in its present timbered state both for the benefit of wildlife and to preserve visual continuity of the area. No living standing trees shall be cut or otherwise removed on any Tract except as approved by the Site Committee. The Site Committee shall approve such cutting as is reasonably necessary to provide reasonable access to any Tract, for the creation of a building site with reasonable setbacks from the surrounding trees, as necessary to reasonably improve sight lines for view purposes and as reasonably necessary for the construction of utilities and/or fences.

H. The Property is recognized as being located in a significant wildlife habitat area. In recognition of this fact, no Owner shall make any claim against the Wyoming Game & Fish Department for damage to shrubs, trees or ornamental plants located on any Tract which may be caused by big game wildlife.

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, GREG HALL** and **JEFF LOKEY**. After fourteen (14) Tracts are sold by the Declarant, the Owners shall elect the members of the Site Committee. Each Tract shall have one vote per member

of the Committee being elected regardless of the number of Owners of an individual Tract. A Tract'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 members of the Committee or, if there are no remaining members, by election by the Owners. All members of the Committee once elected will serve for a two (2) year term, commencing on the day of election and thereafter until a replacement member is elected by the Owners. A member of the Committee may be removed from the Committee upon a majority vote of the Owners. 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 Declarant hereby grants and reserves for its 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 Declarant, 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 Declarant 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 Declarant and Owners.

9. Enforcement. The Declarant, 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 Declarant, 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. Wyoming Game and Fish Recommendations. The Property is located in an important wildlife area. The Wyoming Game and Fish Department has made several recommendations in regard to the development of the Property to help avoid wildlife impact and conflicts. These matters are not enforceable under this Declaration and are provided only for the information of the Owners. Compliance is voluntary.

A. Fences should be kept to a minimum.

B. Loose pets can be a significant problem to wildlife. Free-ranging or loose pets should be avoided.

C. All garbage should be properly stored and disposed of in order to avoid attracting wildlife to the Property.

D. Supplemental feeding of big game should be avoided as being detrimental to the concerned animals and a potential danger to both the public and the individuals involved.

E. Buck and pole or rail fences are not recommended.

11. 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.

12. Amendment. This declaration may only be amended by a written document executed and acknowledged before a Notary Public by Owners of two-thirds of the Tracts. A Tract's vote must be cast unanimously by its Owners in order for said vote to be allowed. Any such amendment shall be effective when it is recorded in the office of the County Clerk of Sublette County, Wyoming.

13. 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 1ST day of APRIL, 2002.

ASPEN RIDGE PARTNERSHIP, LLC:

BY: _____
MANAGER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Declaration Of Covenants, Conditions And Restrictions** as acknowledged before me by MICHAEL C. IRWIN, Manager of ASPEN RIDGE PARTNERSHIP, LLC, this 1st day of April, 2002.

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

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, That ALSADE LIMITED, A Wyoming Corporation, 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 JOSEPHINE M. LAIN, the party of the second part, does by these presents, grant, bargain, sell and convey unto the said party of the second part, her heirs, executors, administrators and assigns, the following described property, to-wit:

1998 New Moon Mobile Home, VIN # 137B9494

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

DATED this 27th day of March, 2002.

ATTEST:

SEAL

Nancy Lain
Secretary

ALSADE LIMITED, A Wyoming Corporation:

BY: Jagg Duio

ITS: Vice President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Bill Of Sale** was acknowledged before me by ALSADE LIMITED, A Wyoming Corporation, by Jagg Duio, its (title) Vice President, and attested to and sealed by its Secretary, this 27th day of March, 2002.

WITNESS my hand and official seal.

Windy L. Springman - Notary Public
County of Sublette | State of Wyoming
My Commission Expires 05/04/2002

Windy L. Springman
NOTARY PUBLIC

My Commission Expires:
5-4-02

289600

RECORDED April 8 2002 420PM
IN BOOK 73 Misc PAGE 460
FEES $ 6.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

PARCEL IDENTIFICATION #
MEMBER #973408
WORK ORDER #15414
SEC.33, T37N, R113W

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, JOHN JOE RICKETTS & MARLENE RICKETTS, 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 a portion of Section 33, T37N, R113W, Sublette County, Wyoming.

BEGINNING at a point being an existing power line pole located N 42 degrees E, 581 feet from the BLM Brass Cap marking the W 1/16 corner of said Section 33; thence easement begins and bears S 26 degrees E, 190 feet to a meter.

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 4th day of December 2001.

John Joe Ricketts

Marlene Ricketts

STATE OF Nebraska)

COUNTY OF Douglas)

The foregoing instrument was acknowledged before me by J. Joe Ricketts and Marlene Ricketts this 6th day of December, 2001.

(Seal) GENERAL NOTARY-State of Nebraska
CORAL S. DICKAU
My Comm. Exp. Oct. 22, 2003

Witness my hand and official seal.

Coral S. Dickau
Notary Public

My commission expires: 10-22-03

289507

RECORDED April 9 2002 9:10 AM
IN BOOK 73 Misc PAGE 461
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

PARCEL IDENTIFICATION #
MEMBER #13490
WORK ORDER #15126
SEC.35, T37N, R110W

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, JOHN D. DOAK & SHARRY A.DOAK, 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 Teton County, State of Wyoming, along a line described as follows, to wit:

BEING a part of Lot 4, Black Butte Subdivision, Sublette County, Wyoming.

COMMENCING at a point being the NE corner of said Lot 4; thence West 750 feet; thence easement begins and bears South 68 degrees West, 130 feet.

RIGHT-OF-WAY Width 7.5 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's transmission or distribution lines. The undersigned agrees that all wires and other facilities, installed on the above described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee. We hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the said State.

WITNESS the Hand of the Grantor, this 24th day of September, 2001.

John D. Doak

John D. Doak

Sharry A. Doak

Sharry A. Doak

289808

RECORDED April 9 2002 9:40 AM
IN BOOK 73 Misc PAGE 462
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE OF Wyoming)
COUNTY OF Sweetwater

The foregoing instrument was acknowledged before me by

John D. Doak and Sharry A. Doak

this 2nd day of October, 2001.

JENNIFER R. PEREZ-NOTARY PUBLIC
COUNTY OF SWEETWATER Seal STATE OF WYOMING
MY COMMISSION EXPIRES 2/05

Witness my hand and official seal.

Jennifer R. Perez

Notary Public

My commission expires:

PARCEL IDENTIFICATION #
MEMBER #323004
WORK ORDER #13848 & 13849
SEC.33, T38N, R113W

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, MICHAEL JAY SMITH, a single man, ("Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley 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 Lot 1 of the Brewer Lot Division, Sublette County, Wyoming, in the SE ¼ SW ¼, Section 33, T38N, R113W.

COMMENCING at a point being the SE corner of said Lot 1; thence easement begins and bears S 53 degrees W, 630 feet to a transformer; thence N 89 degrees W, 20 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 13th day of October 2000.

Michael Jay Smith

289809

RECORDED April 9 2002 9:10A M
IN BOOK 73 Misc PAGE 463
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by

Michael Jay Smith

this 6th day of April, 2001. ~~2000~~.

JOAN M. SHIPMAN - NOTARY PUBLIC
(Seal) County of Teton State of Wyoming
My Commission Expires 11/04/03

Witness my hand and official seal.

Joan M Shipman
Notary Public

My commission expires: 11/04/03

PARCEL IDENTIFICATION #
MEMBER #128139
WORK ORDER #15353
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.

COMMENCING at a point being the S ¼ corner of said Section 33; thence N 19 degrees E, 2985 feet; thence easement begins and bears N 44 degrees W, 239 feet; thence N 6 degrees W, 465 feet; thence N 12 degrees E, 314 feet; thence N 35 degrees W, 137 feet; thence N 31 degrees W, 342 feet; thence N 7 degrees E, 228 feet; thence N 9 degrees E, 482 feet; thence N 51 degrees W, 118 feet to a transformer.

RIGHT-OF-WAY Width 20 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 24th day of October 2001.

Deona D Roney
TARGHEE PINES, LLC

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Deona Roney

this 24th day of October, 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

289810

RECORDED April 9 2002 9:10AM
IN BOOK 73 Misc. PAGE 464
FEES $6.00 M L Gilbert COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Dorn

465

FILED: 03/22/2002
CID: 2000-00407524
WY Secretary of State

Doc. ID: 2002-00433525

APPLICATION FOR CERTIFICATE OF WITHDRAWAL

201274

Wyoming Secretary of State
Corporations Division
The State Capitol Building
Cheyenne, WY 82002-0020

Phone (307) 777-7311/7312
Fax (307) 777-5339
E-mail: corporations@state.wy.us

Pursuant to W.S. 17-16-1520 of the Wyoming Business Corporation Act, the undersigned corporation hereby applies for a Certificate of Withdrawal from the state of Wyoming, and for that purpose submits the following statement:

FIRST: The name of the corporation is: Calpine Natural Gas Company

SECOND: It is incorporated under the laws of: Delaware

THIRD: It is no longer transacting business in this state; and it hereby surrenders its authority to transact business in the state of Wyoming.

FOURTH: It revokes the authority of its registered agent to accept service on its behalf and appoints the Secretary of State as its agent for service of process in any proceeding based on a cause of action arising during the time it was authorized to transact business in this state.

FIFTH: A mailing address to which the Secretary of State may mail a copy of any process served on him under item Four:

c/o Calpine Corporation, 50 West San Fernando Street, San Jose, CA 95113

SIXTH: It will notify the Secretary of State in the future of any change in its mailing address.

RECEIVED
WYOMING
SECRETARY OF STATE
02 MAR -8 AM 10:20

Date: February 28, 2002

Signed: Lisa M. Bodensteiner

Title: Lisa M. Bodensteiner, Assistant Secretary

(May be executed by Chairman of Board, President or another of its officers)

****

Filing Fee: ***$50.00***

Instructions:

* The document shall be accompanied by one (1) exact or photo copy.

MAR 22 2002

Revised: 5/2000

289912

RECORDED April 12 2002 9:25a M.
IN BOOK 73 Misc. PAGE 465
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoton

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: Josh Nighswonger

Date: April 4, 2002

467

SECRETARY OF STATE
State of Wyoming
State Capitol Building
Cheyenne, WY 82002-0020

FILED: 03/22/2002
CID: 2002-00433526
WY Secretary of State

201275

APPLICATION FOR CERTIFICATE OF REGISTRATION OF LIMITED PARTNERSHIP

Pursuant to the provisions of the Wyoming Uniform Limited Partnership Act (W.S.§17-14-201 through §17-14-1104), the undersigned limited partnership applies for a Certificate of Registration to transact business in the state of Wyoming, and for that purpose submits the following statement:

1. The name of the limited partnership?
Calpine Natural Gas Company L.P.

2. The name it proposes to register and transact business in Wyoming?
Calpine Natural Gas Company ~~L.P.~~ Limited Partnership

W.S. §17-14-1004 requires that the name of a foreign limited partnership must include without abbreviation the words "limited partnership." Item two above may be used to meet this requirement.

3. It is formed under the laws of the state of?
Delaware

4. (a) The date of its formation is? July 1, 1996 (b) The period of its duration is? perpetual

5. The mailing address where correspondence can be sent is?
c/o Calpine Corporation, 50 West San Fernando Street, San Jose, CA
Zip Code 95113

6. The address of its proposed registered office in Wyoming and name of its proposed registered agent at that address is?
National Registered Agents, Inc., 1821 Logan Avenue, Cheyenne, WY
Zip Code 82001 (The agent must be an individual resident in Wyoming, a Wyoming corporation, or a foreign corporation qualified in Wyoming, either of which must be in good corporate standing.)

7. The address of the office required to be maintained in the state of its organization by the laws of the state, or if not so required, of the principal office of the foreign limited partnership
c/o Calpine Corporation, 50 West San Fernando Street, San Jose, CA 95113

8. The name and business address of each general partner.
Galpine Natural Gas GP, Inc.
c/o Calpine Corporation, 50 West San Fernando Street, San Jose, CA 95113

9. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contributions, together with an undertaking by the foreign limited partnership to keep those records until the foreign limited partnership's registration in this state is canceled or withdrawn.
c/o Calpine Corporation, 50 West San Fernando Street, San Jose, CA 95113

RECEIVED
WYOMING
SECRETARY OF STATE
02 MAR -8 AM 10: 23

MAR 22 2002

289913

RECORDED April 12 2002 9:25 A.M.
IN BOOK 73 Misc. PAGE 467
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING By Cathy Seaton

[redacted] [redacted] [redacted]

10. Capital: (Cash and value of the property or services contributed to the partnership)

Dated: February 28, 2002

PLEASE SEE THE ATTACHED
General Partner

FEES: (Based on capital)

Up to $50,000.00	$100.00
$50,001.00 to $100,000.00	$200.00
In excess of $100,000.00	$200.00 for first $100,000.00 **plus** $1.00 for each additional $1,000.00.

TOTAL FEE NOT TO EXCEED $25,000.00.

NOTES:

- Mail to: **Wyoming Secretary of State, The State Capitol, Cheyenne, WY 82002-0020**
- Give the exact name of the limited partnership in Item #1.
- The application **must be signed by a general partner**.
- Fees are based on capital reported in Item #10.
- A foreign limited partnership shall file, along with their Application of Registration, a Certificate of Existence, signed by the proper authority from the state where the partnership is formed.

lpforgnr - Revised 5/95

Calpine Natural Gas Company L.P.

By: Calpine Natural Gas GP, Inc.,
a Delaware domestic corporation,
its general partner

By: Lisa M. Bodensteiner
Lisa M. Bodensteiner, Assistant Secretary

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CALPINE NATURAL GAS COMPANY L.P." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF MARCH, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CALPINE NATURAL GAS COMPANY L.P." WAS FORMED ON THE FIRST DAY OF JULY, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2640023 8300

020152606

AUTHENTICATION: 1649511

DATE: 03-06-02

State of Wyoming

Office of the Secretary of State

United States of America,
State of Wyoming } ss.

I, JOSEPH B. MEYER, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuances of this certificate have been fulfilled.

CERTIFICATE OF **REGISTRATION**

OF

. . . CALPINE NATURAL GAS COMPANY L.P. (FN: CALPINE NATURAL GAS COMPANY LIMITED PARTNERSHIP) . . .

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 **22nd** day of **MARCH** A.D., **2002**.

Joseph B Meyer
Secretary of State

By

[redacted] [redacted] [redacted]

STATE OF WYOMING
Secretary of State
I hereby certify that this is a true and complete copy of the document as filed in this office.

Joseph B Meyer
Secretary of State
By: Josh Nighbarger
Date: April 4, 2002

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

CONNIE J. DAHL, being first duly sworn, states as follows:

1. Affiant is the surviving daughter and the surviving tenant of a joint tenancy with full rights of survivorship with respect to NORMA J. VIROSTKO, deceased, and, therefore, has an interest in the real property which is the subject matter of this Affidavit.

2. Affiant states that NORMA J. VIROSTKO died atLauderdale Lakes, Broward County, Florida, on February 21, 2002, the facts of said death more fully appearing on the duly certified Certificate of Death attached hereto and by this reference incorporated herein.

3. NORMA J. VIROSTKO, and her daughter, CONNIE J. DAHL, Affiant herein, said NORMA J. VIROSTKO and Affiant acquired as joint tenancy with full rights of survivorship certain real property from NORMA J. VIROSTKO, by Warranty Deed dated September 15, 1995, and recorded in the office of the County Clerk of Sublette County, Wyoming, on September 27, 1995, in Book 35 of Deeds, Page 486, which property is more particularly described as follows:

Lot No. 12 of the Little Piney Subdivision as said subdivision appears on file and of record in the office of the Sublette County Clerk, Sublette County, Wyoming.

4. This Affidavit is filed for the purpose of establishing the fact of the death of said NORMA J. VIROSTKO, who was the owner with CONNIE J. DAHL of joint tenancy with full rights of survivorship in the above-described property, and to make an official record on the termination of the interests of NORMA J. VIROSTKO in and to said property and the vesting of the same in CONNIE J. DAHL, her surviving daughter, all pursuant to the provisions of W.S. § 2-9-102.

DATED this 8th day of April, 2002.

Connie J. Dahl
CONNIE J. DAHL

SUBSCRIBED AND SWORN to before me by CONNIE J. DAHL this 8th day of April, 2002.

WITNESS my hand and official seal.

Amber Hammer
Notary Public

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

289920

RECORDED April 12 2002 11:30AM
IN BOOK 73 Misc. PAGE 473
FEES $ 8.00 Mary L. Little COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

STATE O[redacted]IDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

VOID VOID VOID

Return to: Pacific Power
PO Box 860
Pinedale WY 82941
CC: 11281 WO: 01970287

RIGHT OF WAY EASEMENT

For value received $10.00 and other goods and valuable considerations, Nerd Gas Company LLC, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 2500 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, and distribution lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Sublette County, State of Wyoming, as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

Township 31 North, Section 2, Range 109 West, 6th Principal Meridian.

Assessor's Map No. 101 Tax Parcel No. 01-00-07430

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

Grantee hereby agrees to indemnify, protect, defend and hold harmless Grantor, its' successors, and assigns, from claims, liabilities, cost and expenses arising out of or any act or omission of Grantee, its' successors, and assigns in connection with construction, operation, or maintenance of Grantee's improvements upon this Easement

The right-of-way excludes fiber optic cable and commercial telecommunications lines not related to electrical power distribution.

Any additional installations within the right-of-way would require additional negotiations.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 12 day of APRIL, 2002.

Cary E. Brus

Nerd Gas Company LLC
BY: Cary E. Brus, Vice President

289970

Maisie Pope

PacifiCorp
BY: Maisie Pope, Estimator

RECORDED April 16 2002 3:00 PM
IN BOOK 73 Misc. PAGE 475
FEES $ 10.00 M L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy [illegible]

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Wyoming)
ss.
County of Natrona)

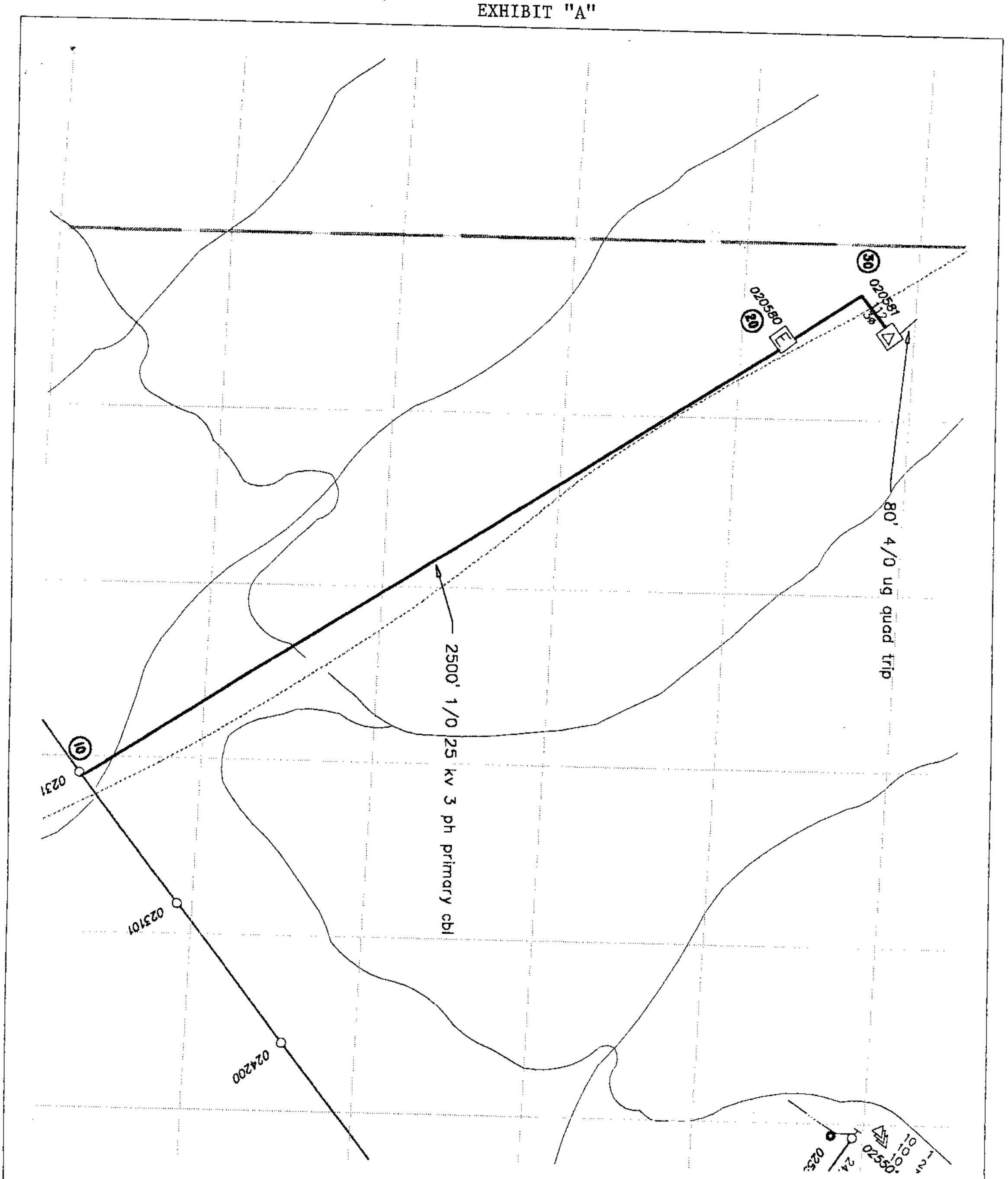
This instrument was acknowledged before me on this 12th day of April, 2002, by Cary E. Brus, as Vice President of Nerd Gas Company LLC.

Thomas R Blevins
Notary Public
My commission expires: 6 April 2003

THOMAS R. BLEVINS- NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2003

476

EXHIBIT "A"



Foreman		Emp #	Job Start Date		
CC# 11281	WO# / REQ# 001970287	Map String 05231109.0	Job Comp Date		
CUSTOMER : Righ-Of-Way ADDRESS : 806 Paradise Rd Boulder Wyoming			Circuit PND 23	Post Jobs ☐ RQII ☐ Posted ☐	

PACIFICORP

1 OF 1

EST ID#	Print Date	Scale
10076	01/23/02	1=400'

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)
)
OF RUTH E. DAWSON,)
)
Deceased.)

PROBATE NO. 1809

FILED

APR 08 2002

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

DECREE ESTABLISHING
RIGHT AND TITLE TO REAL PROPERTY

JACK DAWSON, the surviving son of the decedent, RUTH E. DAWSON, 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 JACK DAWSON is entitled to the entry of the Decree as requested.

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

1. That JACK DAWSON be and hereby is awarded all of the right and title of RUTH E. DAWSON, deceased, in and to the following real property:

Lots Ninety-Three (93) and Ninety-Four (94), Block One (1) of the Barger Subdivision, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

DATED this 4th day of April, 2002.

D. TERRY ROGERS
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

289971

RECORDED April 16 2002 3:25 PM
IN BOOK 73 MISC PAGE 478
FEES $ 6.00 Mary L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

478

479

289972

RECORDED April 16 2002 3:25 PM
IN BOOK 73 MISC PAGE 479
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

IN THE MATTER OF THE ESTATE)
OF HARRY J. COSMAS,)
Deceased.)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

PROBATE NO. 1801

FILED

MAR 25 2002

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
By

ORDER APPROVING FINAL REPORT AND PETITION FOR DECREE OF DISTRIBUTION

WHEREAS, ELAINE STRATE-WILLIAMS, the Personal Representative of the Estate of HARRY J. COSMAS, deceased, did file a Final Report And Petition For Decree Of Distribution herein, which document is now incorporated herein by this reference, which said Petition prayed in relevant part for an Order Approving Final Report And Decree Of Distribution, and for other relief as might appear necessary, proper or equitable under the circumstances shown and all parties being entitled to notice of said Petition having filed waivers of accounting and hearing;

The Court finding the said report did represent truly the administration and condition of the said estate, and did show that ELAINE STRATE-WILLIAMS, the Personal Representative, in fact, has administered fully the said Decedent's estate in a prudent manner and according to law, and that the said Petition did contain a proposed schedule of distribution, which properly reflected the provisions of the statutes of the State of Wyoming and the Last Will And Testament of the Decedent insofar as the same may be applied to the property remaining in the said estate;

The Court finding that the only party entitled to notice of said Petition has waived an accounting and a hearing on said Petition;

NOW THEREFORE, IT IS HEREBY ORDERED AND DECREED:

1. That the said Final Report And Petition For Decree Of Distribution heretofore filed in the Estate by the Petitioner be and the same hereby is approved and allowed.

2. That the Personal Representative be and hereby is authorized and ordered to pay all costs, fees and claims set out therein and as otherwise properly associated with the probate of this estate.

3. That the following described property be and hereby is distributed and set over to ELAINE STRATE-WILLIAMS.

> Lots Sixteen (16) and Seventeen (17), Block Twenty-Two (22) of the Hennick Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;

DATED this 20th day of March, 2002

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

AGREEMENT REGARDING SALE OF LAND

Ronald Corbin Ball, individually and as owner of "aa Ranch Company, LLC," and "aa Ventures, Inc.," Melanie Fay Ball and Jennifer Joan Ball do hereby enter into this agreement on this 15 day of November, 2001.

RECITALS

WHEREAS, the parties have each received, by distribution from the estate of Ronald W. Ball and by deed from Delores J. Ball, certain lands located in Sublette County, Wyoming:

WHEREAS, the parties desire that the land be kept in the Ball family to the maximum practical extent.

NOW, THEREFORE, Ronald Corbin Ball, individually and as owner of "aa Ranch Company, LLC," and "aa Ventures, Inc.," Melanie Fay Ball and Jennifer Joan Ball do, for valuable consideration received, and in consideration of the mutual covenants and promises set forth herein, do agree and stipulate as follows:

1. This agreement shall pertain to all lands described in all Exhibits attached hereto.

2. This agreement may be recorded in the records of the Sublette County Clerk by any of the parties.

3. The parties grant to each other the first right of refusal to purchase land owned by any of the parties. If one of the parties receives an offer to purchase all or any portion of the land which he or she owns which is described in any of the attached exhibits, and if the party deems the offer to be acceptable, that party will then convey to the other two parties all information regarding the offer. The other two parties will then have thirty (30) days to decide whether to match the offer. Closing of the transaction will take place within ninety (90) days of the date of notice of election to match the offer.

289973

RECORDED April 16 2002 3:30pM
IN BOOK 73 Misc. PAGE 480
FEES $ 32.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sater

If one of the parties decides to offer or list the property or some portion of the property described in the exhibits for sale at a specific price, that party shall first offer the property to the other two parties at the same price. The other two parties will have thirty (30) days to decide whether to accept the offer. The closing of the transaction will occur within ninety (90) days after notice of election to accept the offer.

4. The benefits and burdens of this agreement will run with the land for a period of forty (40) years from the date of this agreement.

Agreed this 15 day of November, 2001.

Ronald Corbin Ball
Ronald Corbin Ball

Melanie Fay Ball
Melanie Fay Ball

Jennifer Joan Ball
Jennifer Joan Ball

ACKNOWLEDGMENT

STATE OF WYOMING)
)§§
COUNTY OF SUBLETTE)

The above instrument was acknowledged before me on the 15th day of February, 2002, by Ronald Corbin Ball, individually and as owner of "aa Ranch Company, LLC," and "aa Ventures, Inc."

Witness my hand and official seal:

Notary Public

My Commission Expires: 5/17/02.

ACKNOWLEDGMENT

STATE OF WYOMING)
)§§
COUNTY OF SUBLETTE)

The above instrument was acknowledged before me on the 21st day of February, 2001, by Melanie Fay Ball.

Witness my hand and official seal:

Notary Public

My Commission Expires: 1/04/04

ACKNOWLEDGMENT

STATE OF WYOMING)
)§§
COUNTY OF SUBLETTE)

The above instrument was acknowledged before me on the 22 day of February, 2001, by Jennifer Joan Ball.

Witness my hand and official seal:

Notary Public

My Commission Expires: March 2, 2002

EXHIBIT A-1

LEGEND

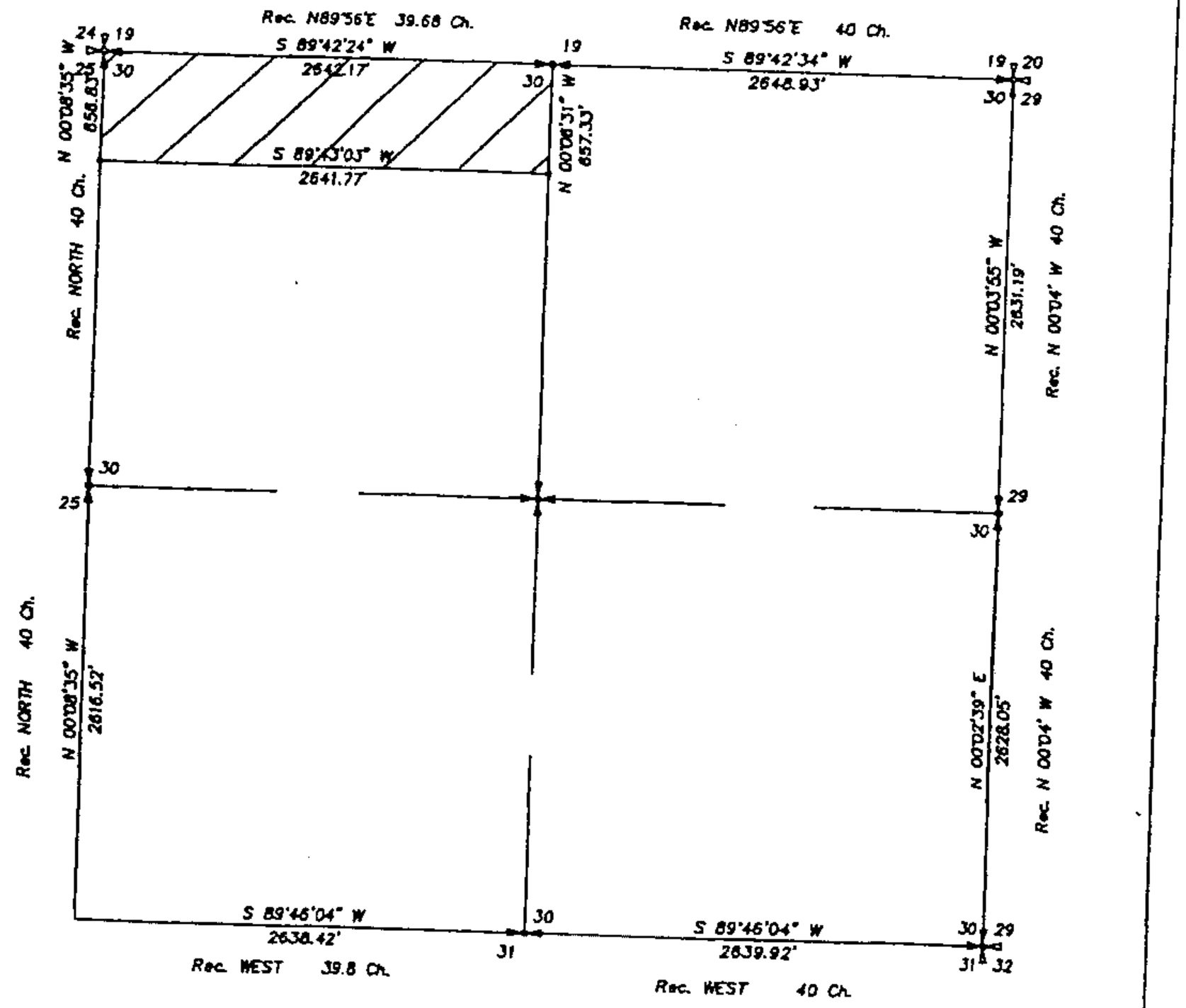
1/4 CORNER SET
2" BRASS CAP ON 1" PIPE

1/4 CORNER FOUND LS 6447
3" ALUMINUM CAP ON 2 1/2" PIPE

SEC. CORNER FOUND LS 6447
3" ALUMINUM CAP ON 2 1/2" PIPE

1/64 CORNER SET PELS 2533
2" BRASS CAP ON 1" PIPE

CENTER 1/4 CORNER SET
2" BRASS CAP ON 1" PIPE



CERTIFICATE OF SURVEYOR

I, Harry J. Kessner , do hereby certify that I am a land surveyor registered under the laws of the State of Wyoming, and that this plat is a true, correct, and complete plat of the N1/2 of the N1/2 of NW 1/4 of Section 30, Township 33 North, Range 112 West of the 6th. Principal Meridian as shown hereon that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the land as staked upon the ground.

Professional Land Surveyor
Harry J. Kessner
PE & LS
No. 2533
DATE: 5/28/2000
WYOMING

~SEAL~

DATE: 5/2/2000			
K.J.LITTLE DWN:	APR:	ASPEN MOUNTAIN INC. ENGINEERING & SURVEYING 507 FIFTH ST. ROCK SPRINGS, WY.	PLAT OF SURVEY DELORES BALL N1/2,N1/2, NW1/4 S 30 T33N, R112W, 6th PM SUBLETTE COUNTY, WYOMING
SCALE: 1"=1000'			SHEET 1 OF 1

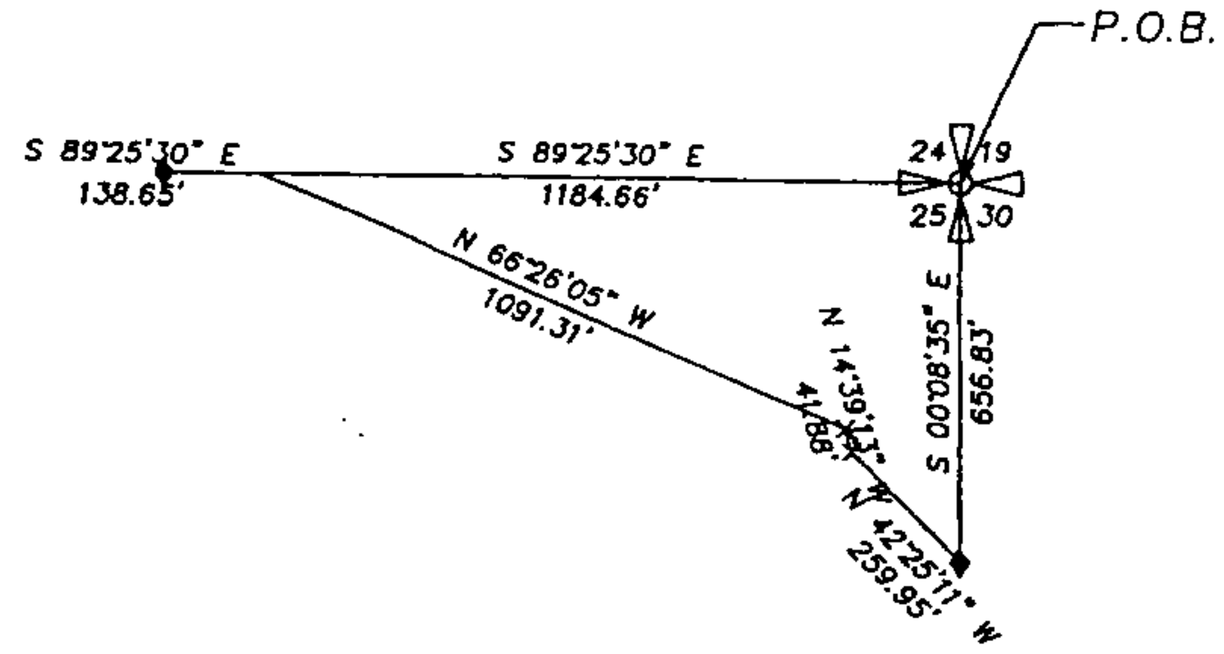
EXHIBIT A-2

LEGEND

SEC. CORNER FOUND LS 6447
3" ALUMINUM CAP ON 2 1/2" PIPE

1/64 CORNER SET PELS 2533
2" BRASS CAP ON 1" PIPE

× EXISTING FENCE CORNER POST



CERTIFICATE OF SURVEYOR

I, Harry J. Kessner , do hereby certify that I am a land surveyor registered under the laws of the State of Wyoming, and that this plat is a true, correct, and complete plat of a parcel of land in the NE 1/4 of the NE 1/4 of Section 25, Township 33 North, Range 113 West as shown hereon that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the land as staked upon the ground.

Professional Land Surveyor
Harry J. Kessner
PE & LS
No. 2533
DATE: 5/2/2000
WYOMING

~SEAL~

PROPERTY DESCRIPTION

A parcel of land being a portion of the Northeast Quarter of the Northeast Quarter of Section 25, Township 33 North Range 113 West of the Sixth principal Meridian, Sublette County ,Wyoming, described as follows:

Beginning at the Northeast corner of said Section 25, which is monumented by a 3 inch aluminum cap;

Thence South 00°08'35" East, 656.83 feet along the West boundary of said Section 25 to a 2 inch brass cap on a 1 inch O.D. galvanized pipe;

Thence North 42°25'11" West, 259.95 feet to an existing fence corner post;

Thence North 14°39'13" West, 41.88 feet to an existing fence corner post;

Thence North 66°26'05" West, 1091.31 feet along an existing fence to the intersection with the North boundary of said Section 25;

Thence South 89°25'30" East, 1184.66 feet along the North boundary of said Section 25 to the point of beginning.

Said parcel of land contains an area of 317,675.8 square feet or 7.25 acres.

Basis of bearing taken from true azimuths using GPS observation.

DATE: 5/2/2000		PLAT OF SURVEY DELORES BALL PROPERTY PARCEL IN THE NE1/4,NE1/4 SECTION 25, T33N, R113W	
K.LUTTLE DWN:	APR:	ASPEN MOUNTAIN INC. ENGINEERING & SURVEYING 507 FIFTH ST. ROCK SPRINGS, WY.	
SCALE: 1"=400'			SHEET 1 OF 1

1484

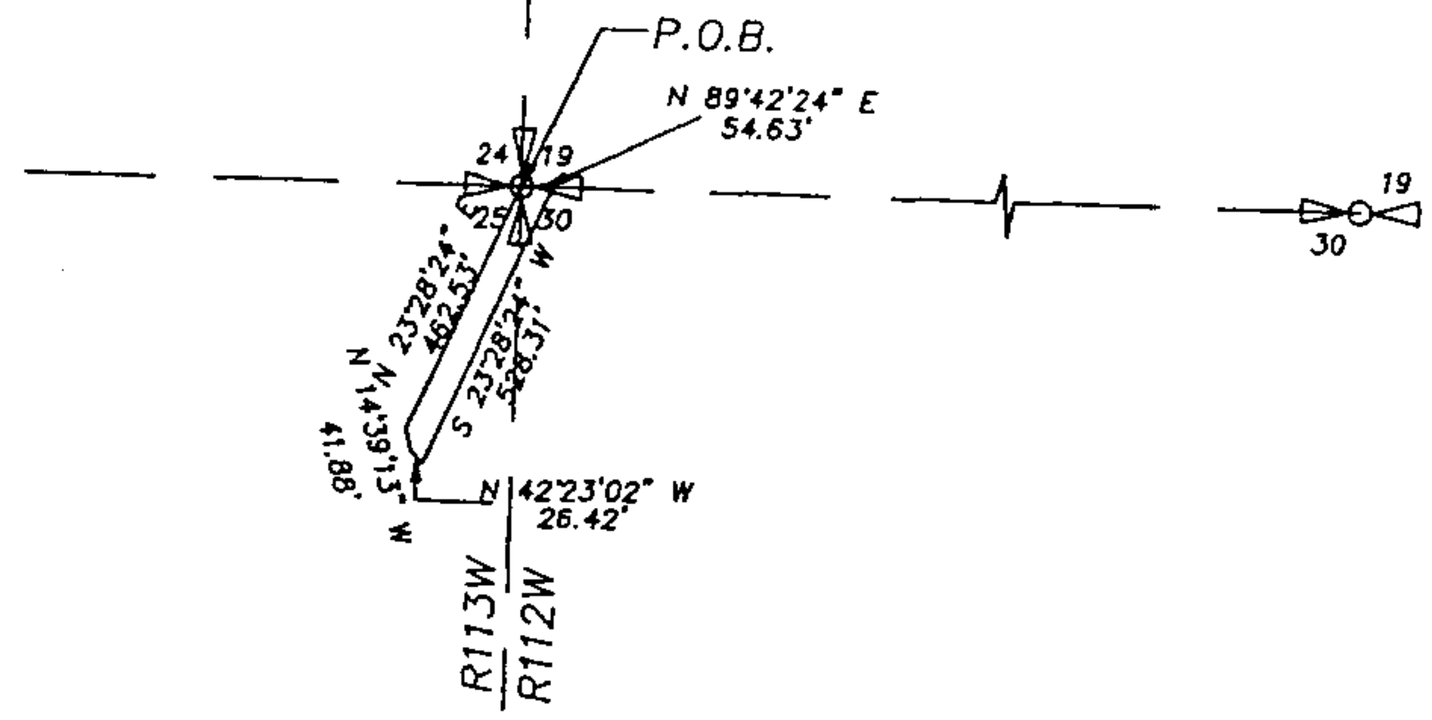
EXHIBIT B-1

485

LEGEND

1/4 CORNER FOUND LS 6447
3" ALUMINUM CAP ON 2 1/2" PIPE

SEC. CORNER FOUND LS 6447
3" ALUMINUM CAP ON 2 1/2" PIPE



CERTIFICATE OF SURVEYOR

I, Harry J. Kessner, do hereby certify that I am a land surveyor registered under the laws of the State of Wyoming, and that this plat is a true, correct, and complete plat of a parcel of land in the NE 1/4 of the NE 1/4 of Section 25, Township 33 North, Range 113 West and the NW 1/4 of the NW 1/4 of Section 30, Township 33 North, Range 112 West of the 6th. Principal Meridian as shown hereon that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the land as staked upon the ground.

Professional Land Surveyor
Harry J. Kessner
PE & LS
No. 2533
DATE: 5/12/2000
WYOMING

~SEAL~

EASEMENT DESCRIPTION

A strip of land for ingress/egress located in the Northeast Quarter of the Northeast Quarter (NE1/4,NE1/4) of Section 25, Township 33 North, Range 113 West and the Northwest Quarter of the Northwest Quarter (NW1/4,NW1/4) of Section 30, Township 33 North, Range 112 West of the Sixth Principal Meridian, Sublette County, Wyoming, described as follows:

Beginning at the Northeast corner of said Section 25;

Thence North 89°42'24" East, 54.63 feet along the North boundary of said section 30;

Thence South 23°28'24" West, 528.31 feet to an existing fence;

Thence North 42°23'02" West, 26.42 feet along said fence;

Thence North 14°39'13" West, 41.87 feet along said fence;

Thence North 23°28'24" East, 462.53 feet along said fence to the Point of Beginning.

Said strip of land contains an area of 25,013.0 square feet or 0.57 acres.

DATE: 5/2/2000		PLAT OF SURVEY INGRESS/EGRESS EASEMENT IN THE NE1/4,NE1/4 S 25 T33N, R113W & S 30 T33N, R112W, 6th PM SUBLETTE COUNTY, WYOMING	
K.LITTLE DWN: APR:	ASPEN MOUNTAIN INC. ENGINEERING & SURVEYING 507 FIFTH ST. ROCK SPRINGS, WY.		
SCALE: 1"=400'			SHEET 1 OF 1

EXHIBIT A
PROPERTY DESCRIPTION

A parcel of land in the Northwest Quarter of the Northeast Quarter of Section 25, and the Southeast Quarter of Section 24, Township 33 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming, described as follows:

Beginning at the North Quarter (1/4) corner of said Section 25 which is monumented by a 3 inch aluminum cap;

Thence North 00°07'09" West, 427.75 feet to a 1 ½ inch aluminum cap on a steel rod set in the existing right-of-way fence of County road 23-117;

Thence South 71°31'20" East 1188.81 feet along said fence to a 1 ½ inch aluminum cap on a steel rod;

Thence South 66°12'37" East, 214.93 feet along said fence to the intersection with the East boundary of the Northwest Quarter of the Northeast Quarter of said Section 25;

Thence South 00°07'52" East, 1293.16 feet along said East boundary to a 2 inch brass cap on a ¾ inch I.D. galvinized pipe at the southeast corner of the Northwest Quarter of the Northeast Quarter;

Thence North 89°32'17" West, 1323.56 feet along the South boundary of said Northwest Quarter of the Northeast Quarter to a 2 inch brass cap on a ¾ inch I.D. galvinized pipe at the Southwest corner of said Northwest Quarter of the Northeast Quarter;

Thence North 00°07'09" West, 1318.40 feet along the West boundary of said Northwest Quarter of the Northeast Quarter to the Point of Beginning.

Said parcel of land contains an area of 2,022,963.3 square feet or 46.44 acres.

Basis of bearing taken from true azimuths using GPS observation.

EXHIBIT
A-3

EXHIBIT B-2

LEGEND

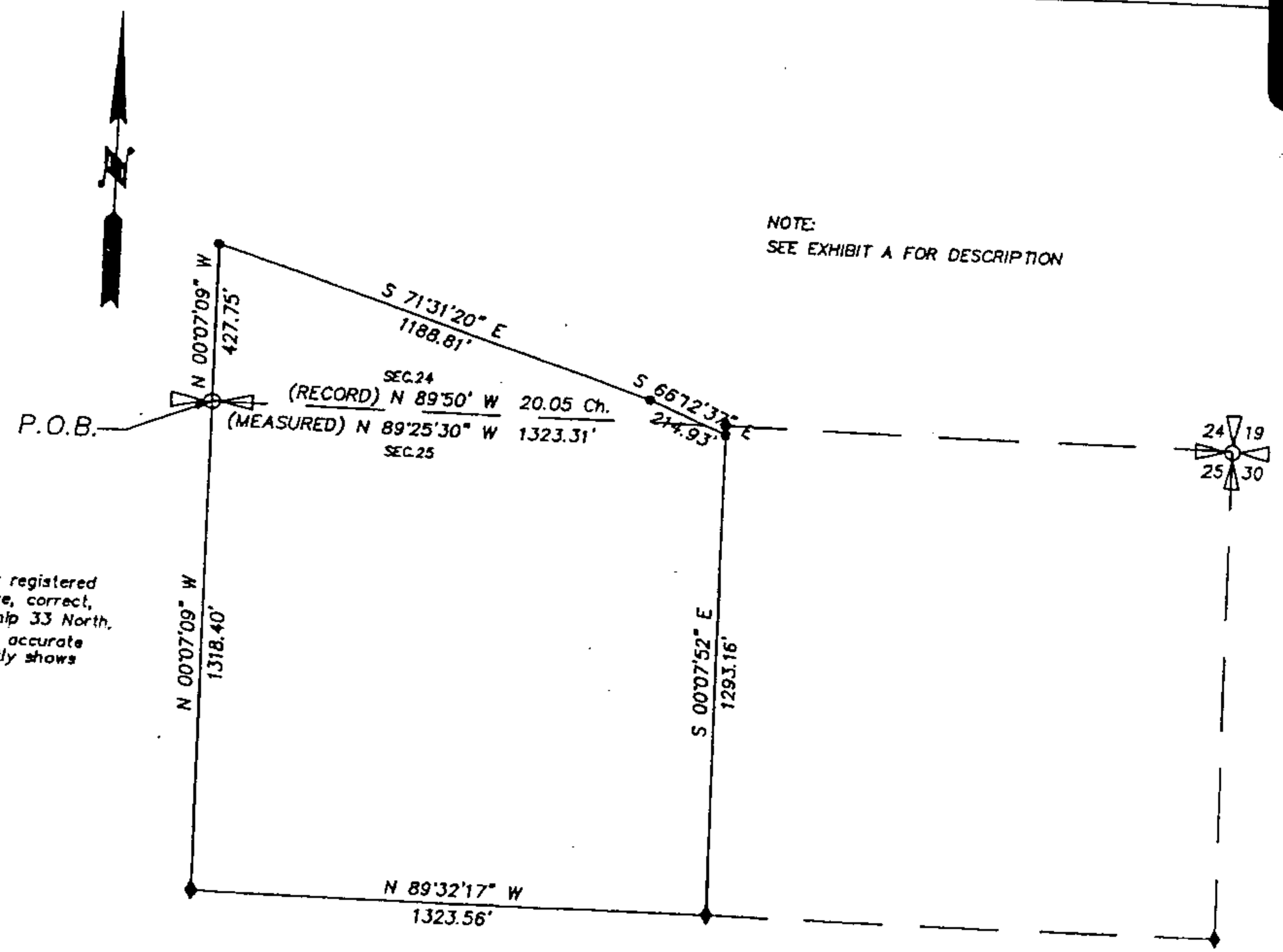
1/4 CORNER FOUND LS 6447
3" ALUMINUM CAP ON 2 1/2" PIPE

SEC. CORNER FOUND LS 6447
3" ALUMINUM CAP ON 2 1/2" PIPE

1/16 CORNER SET PELS 2533
2" BRASS CAP ON 1" PIPE

SET 1 1/2" ALUMINUM CAP ON STEEL ROD
PELS 2533

NOTE:
SEE EXHIBIT A FOR DESCRIPTION



CERTIFICATE OF SURVEYOR

I, Harry J. Kessner , do hereby certify that I am a land surveyor registered under the laws of the State of Wyoming, and that this plat is a true, correct, and complete plat of a parcel of land in Section 24 and 25, Township 33 North, Range 113 West as shown hereon that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the land as staked upon the ground.

Professional Land Surveyor
Harry J. Kessner
PE & LS
No. 2533
DATE: 5/23/2000
WYOMING

~SEAL~

DATE: 5/2/2000			
K.LUTTLE DWN:	APR:	ASPEN MOUNTAIN INC. ENGINEERING & SURVEYING 507 FIFTH ST. ROCK SPRINGS, WY.	PLAT OF SURVEY DELORES BALL PROPERTY SECTION 24, T33N, R113W & SECTION 25, T33N, R113W
SCALE: 1"=400'			SHEET 1 OF 1

487

WILLIA[redacted] H. SMITH[redacted] ASSOCIA[redacted]S P.C.
SURVEYING CONSULTANTS

POST OFFICE BOX 820
GREEN RIVER, WYOMING 82935

550 EAST 2 NORTH
PHONE 307 875 3638

EXHIBIT C - RANCH BUILDINGS

LEGAL DESCRIPTION

Ronald C. Ball Land

Legal description of a parcel of land located in the NW/4 of Section 31, T 33 N, R 112 W, 6th P. M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at the quarter section corner common to Section 31, T 33 N, R 112 W, and Section 36, T 33 N, R 113 W, said point being monumented with a 3 1/2" brass cap on 2 3/4" iron pipe, set 0.3' high with a mound of stone around brass cap, 2.3' diameter by 1.2' high, with tire surrounding mound; stamped 1/4 36|31, T33N, R112W and R 113W, Paul N. Scherbel, Big Piney, Wyoming, RLS 164, 1979. Said point of beginning being located N0°06'43"W, 2626.37 feet from the Southwest corner of Section 31, T 33 N, R 112 W, which is monumented with a 3 1/2" brass cap on 2 3/4" iron pipe, set 0.9' high with a mound of stone 2.5'x2.5'x0.6' high, 2.6' North and a metal post 1.3' East, surrounded by a tire. Cap is stamped 36|31, T33N, R112W and R 113W, Paul N. Scherbel, Big Piney, Wyoming, RLS 164, 1970. Fence corner post at North and West fencelines, 0.7' Southwest;

thence, N0°07'46"W, 660.0 feet along said section line common to Section 31 and 36 to a point which is monumented with a 5/8"x24" rebar with attached aluminum cap, set 0.2' high, marked Job 4-81, RLS 470, Prop. Cor. No. 1, with lath;

thence, N89°48'11"E, 660.0 feet to a point which is monumented with a 5/8"x24" rebar with attached aluminum cap, set 0.2' high, marked Job 4-81, RLS 470, Prop. Cor. No. 2, a metal post 1.0' South;

thence, N0°07'49"W, 66.0 feet to a point which is monumented with a 5/8"x24" rebar with attached aluminum cap, set 0.2' high, marked Job 4-81, RLS 470, Prop. Cor. No. 3, a metal post 1.0' South;

thence, N89°48'11"E, 660.0 feet to a point which is monumented with a 5/8"x24" rebar with attached aluminum cap, set 0.1' high, marked Job 4-81, RLS 470, Prop. Cor. No. 4, a metal post 1.0' South;

thence, S0°07'46"W, 726.0 feet to a point which is monumented with a 5/8"x24" rebar with attached aluminum cap, set 0.15' high, marked Job 4-81, RLS 470, Prop. Cor. No. 5, a metal post 1.0' North;

thence, S89°48'09"W, 1320.0 feet to the point of beginning. Said parcel of land containing 21.000 acres, more or less.

REGISTERED
WYOMING UTAH IDAHO
NEVADA NEW MEXICO ARIZONA
COLORADO

Exhibit C-1

489

WILLIAM H. SMITH & ASSOCIATES P.C.
SURVEYING CONSULTANTS

POST OFFICE BOX 820
GREEN RIVER, WYOMING 82935

550 EAST 2 NORTH
PHONE 307-875-3638

Said parcel is subject to County Road Right-of-way easement as of record in the Sublette County Courthouse, Book #36 Misc., Page #408..

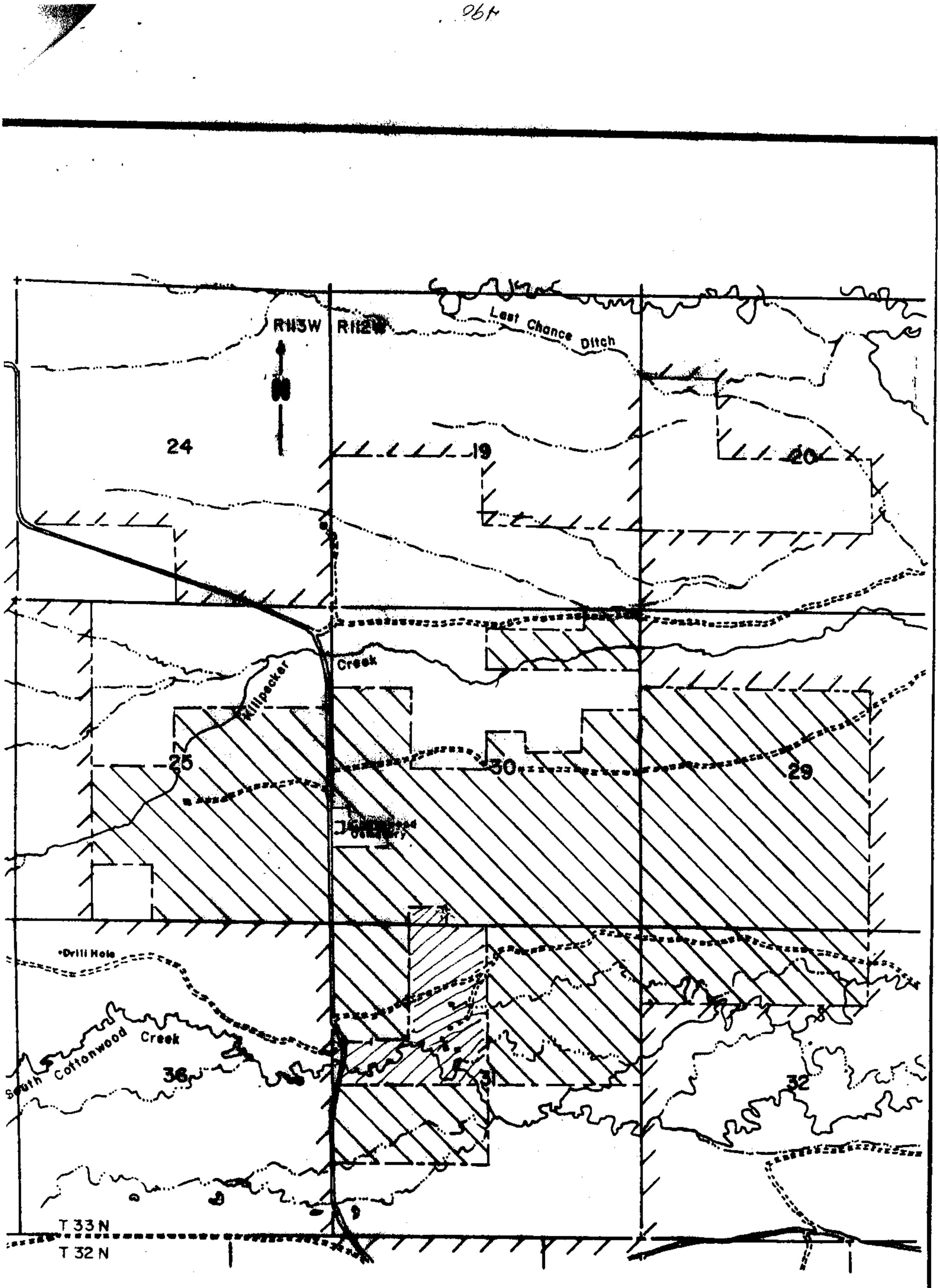
Note: The basis of bearing for this survey was established from a Solar Observation.

This description was prepared by William H. Smith, RLS 470, from field notes of a survey beginning on the 16th day of January, 1981 and ending on the 21st day of January, 1981, and information noted on a plat of survey, a copy of which is to accompany this description.

William H. Smith
RLS 470

REGISTERED
WYOMING UTAH IDAHO
NEVADA NEW MEXICO ARIZONA
COLORADO

Exhibit
C-1-Cont



Ronald C. Ball Property

Figure A - Real Property

Planimetric features adapted from USGS 7 1/2 minute quadrangles, Onion Springs, Wyo., 1970; Halfway, Wyo., 1980

Drawn: LW

Approximate AA Ranch boundary

Property purchased by TENNECO

Scale: 1" = 2000'

Date: 2/8/81

Exhibit C - 2

PERSONAL REPRESENTATIVE'S DEED

DELORES J. BALL, duly appointed and acting Personal Representative of the Estate of Ronald W. Ball, of Big Piney, Wyoming, **GRANTOR**, for and in consideration of Ten Dollars and other consideration received, does hereby grant, bargain, sell and convey all right, title and interest of the estate in and to the following described property unto aa Ventures, Inc., a Wyoming Corporation, Big Piney, Wyoming 83113, **GRANTEE**, and releasing and waiving all rights under and by virtue of the homestead exemption laws of the state of Wyoming:

281672

RECORDED Dec. 6 2000 10:10AM
IN BOOK 41 WD PAGE 263
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seaton

Sublette County, Wyoming:

Township 33 North, Range 112 West, 6th P.M.

Section 31: SE1/4SE1/4

TO HAVE AND TO HOLD the same, together with all improvements, buildings, tenements, hereditaments, rights, water rights (if any), mineral rights (if any), easements, privileges and appurtenances thereunto belonging as her absolute property, and subject to all easements, reservations, covenants and restrictions of record.

AND THE GRANTOR does further covenant with the **GRANTEE** that it has good right to sell and convey the property described herein and that the **GRANTOR** has not encumbered the property in any manner, and further the **GRANTOR** warrants title against claims held by, through or under the **GRANTOR**, and further the **GRANTOR** does assign unto the **GRANTEE** all warranties of title and possession made or conveyed to the **GRANTOR** by its predecessors in title.

DATED this 27 day of ~~August~~ November, 2000.

Delores J. Ball
Personal Representative, Grantor

ACKNOWLEDGMENT

STATE OF Wyoming)
)§§
COUNTY OF Sublette)

The above instrument was acknowledged before me on the 27 day of ~~August~~ November, 2000, by Delores J. Ball, Personal Representative of the Estate of Ronald W. Ball.

Witness my hand and official seal:

Tracey L Hoover
Notary Public

My Commission Expires: 8/8/02
ball\specialpersonrepdeedaaventures.dab

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

WARRANTY DEED

DELORES J. BALL, individually, whose address is P. O. Box 5000, Big Piney, Wyoming 83113, **GRANTOR**, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, **CONVEYS AND WARRANTS** to aa Ventures, Inc., a Wyoming Corporation, Big Piney, Wyoming 83113, **GRANTEE**, the following described real estate situate in Sublette County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Sublette County, Wyoming:

Township 33 North, Range 112 West, 6th P.M.

Section 31: SE1/4SE1/4

TOGETHER with and assigning all improvements, appurtenances, contract rights, privileges and rights pertaining and appertaining thereto.

SUBJECT to all easements, reservations, covenants, restrictions and encumbrances of sight and of record.

WITNESS my hand on this 27th day of November, 2000.

Delores J. Ball
Delores J. Ball

STATE OF Wyoming)
) §
COUNTY OF Sublette)

281673

RECORDED Dec. 6 2000 10:10 AM
IN BOOK 41 WD PAGE 246
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sater

The foregoing **WARRANTY DEED** was acknowledged before me by Delores J. Ball on the 27 day of November, 2000.

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

ball\warrantydeedaaventures.dab

LF335-04

PARTIAL WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned,

MATHEW C. RUGBAL / ADVANCED VINYL DESIGN, INC.

for and in consideration of TWELVE THOUSAND

Dollars ($ 12,000.00) and other good and valuable consideration, to me paid, the receipt whereof is hereby acknowledged, do hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind or class of lien whatsoever on the following described property:

CONVENIENCE STORE ONLY 289974

AMMENDED BLOCK #2 LOT 6

PINEDALE ESTATES ADDITION

RECORDED April 16 2002 4:15 PM
IN BOOK 73 Misc. PAGE 494
FEES $ 6.00 M L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scoten

Title owner of said property: BILL KELLAN W/ PINEDALE ENTERTAINMENT PARTNERS L.L.C. & DINOSAUR HOLDINGS.

Signed, sealed and dated this 15 day of APRIL , 2002 (year) at

Signed in the presence of:

Witness

By Lienholder

State of UTAH }
County of DAVIS }

On APRIL 15, 2002 before me,
appeared MATHEW COLLIN RUGBAL
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature
Signature of Notary

NOTARY PUBLIC
DAVID B RUSCH
2044 HARRISON BLVD.
OGDEN, UT 84401
COMMISSION EXPIRES
AUG. 5, 2002
STATE OF UTAH

Affiant ____ Known X Produced ID
Type of ID UTAH DRIVERS LIC.
15285424
2/15/07
(Seal)

© 1992-2001 E-Z Legal Forms, Inc.
Rev. 03/01
This product does not constitute the rendering of legal advice or services. This product is intended for informational use only and is not a substitute for legal advice. State laws vary, so consult an attorney on all legal matters. This product was not necessarily prepared by a person licensed to practice law in your state.

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

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

ENA B. OLSON, first duly sworn according to law, upon her oath deposes and says:

1. That ROBERT E. OLSON died testate on June 23, 2000, in Salt Lake City, Utah, and that said decedent at the time of death left estate consisting of personal property located in Sublette County, in the State of Wyoming. Attached hereto is a copy of the Last Will and Testament of ROBERT E. OLSON.

2. That at the time of his death, ROBERT E. OLSON was domiciled in the State of Wyoming, County of Sublette.

3. That at the time of his death, said ROBERT E. OLSON left surviving him the following named person(s) who would have, under probate proceedings, the right to succeed to the personal property of said ROBERT E. OLSON.

Name, Address and Relationship	Age	Share of Estate
ENA B. OLSON, MICHAEL R. OLSON, and MACK C. OLSON, Co-Trustees, under the ROBERT E. OLSON LIVING TRUST, dated March 28, 2000	N/A	All

4. That at the time of his death, ROBERT E. OLSON was the owner of the following described personal property:

(a) Prudential Life Insurance Policy No. 34 893 983, Face Amount $5000, insuring the life of Cindy K. Olson

5. That the value of the entire estate, 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 states that the above-named trust 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, ROBERT E. OLSON.

289979

RECORDED April 17 2002 10:05 AM
IN BOOK 73 Misc. PAGE 495
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

DATED this 5 day of April, 2002.

Ena B. Olson

Ena B. Olson, Trustee of the
Robert E. Olson Living Trust,
dated March 28, 2000

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 Ena B. Olson, Trustee of the Robert E. Olson Living Trust, dated March 28, 2000, on this 5th day of April, 2002.

WITNESS my hand and official seal.

AMBER HAMMER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 08, 2003

Amber Hammer

Notary Public

My Commission Expires: NOV. 08, 2003

STATE OF UTAH — DEPARTMENT OF HEALTH

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

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 18-2684

STATE FILE NUMBER

USE PERMANENT BLACK INK

DECEDENT

1. NAME OF DECEDENT — FIRST: ROBERT; MIDDLE: Elmer; LAST: OLSON
2. SEX: Male
3a. DATE OF DEATH (Mo., Day, Yr.): June 23, 2000
3b. TIME OF DEATH (24 hr. clock): 1452
4. DATE OF BIRTH (Mo., Day, Yr.): April 30, 1933
5. AGE - Last Birthday: 67
If UNDER 1 YEAR — Months / Days: IF UNDER 24 HRS. — Hours / Minutes:
6. BIRTHPLACE (City & State or Foreign Country): Big Piney, Wyoming
7. SOCIAL SECURITY NUMBER: 520 38 7975
8a. PLACE OF DEATH (check only one): [X] 1. Inpatient; [ ] 2. ER/Outpatient; [ ] 3. DOA; [ ] 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): Ena Blackmon
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): Rancher
12b. KIND OF BUSINESS OR INDUSTRY: Agriculture
13a. RESIDENCE - STREET AND NUMBER: 1206 Highway 351
13b. CITY, TOWN OR COMMUNITY: Big Piney
13c. COUNTY: Sublette
13d. STATE: Wyoming
13e. INSIDE CITY LIMITS? [ ] 1. Yes [X] 2. No
13f. ZIP CODE: 83113
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-

PARENTS

17. FATHER'S NAME (First, Middle, Last): Louis Elmer Olson
18. MAIDEN NAME OF MOTHER (First, Middle, Last): Louise Edna Gurney

INFORMANT

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Mrs. Ena Olson (Wife) P.O.Box 569 Big Piney, Wyoming 83113

DISPOSITION

20. METHOD OF DISPOSITION: [ ] 1. Entombment [ ] 2. Donation [ ] 3. Other [X] 4. Burial [ ] 5. Cremation [ ] 6. Removal
21a. DATE OF DISPOSITION: June 30, 2000
21b. PLACE OF DISPOSITION (name of cemetery, crematory, or other place): Plainview Cemetery
21c. LOCATION - City or Town, State: Big Piney, Wyoming
22. SIGNATURE OF FUNERAL SERVICE LICENSEE: [signature]
23. LICENSEE NUMBER: 114708
24. FUNERAL HOME (Name and address): McDougal Funeral Home 4330 So. Redwood Rd. SLC, Utah 84123

CERTIFIER

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: June 23, 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: Jol R. Michael MD
27c. LICENSE NUMBER: 178621
27d. DATE SIGNED (Month, Day, Year): June 27, 2000
28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/Print): John R. Michael M.D., 50 North Medical Drive, Salt Lake City UT 84132

REGISTRAR

29. REGISTRAR'S SIGNATURE: [signature]
30a. DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.):
30b. DATE FILED (Mo., Day, Yr.): June 27, 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.	Pulmonary Edema	2 days
DUE TO (OR AS A CONSEQUENCE OF): b.	Myocardial Ischemia	1 day
DUE TO (OR AS A CONSEQUENCE OF): c.	Severe Coronary Disease	3 months
DUE TO (OR AS A CONSEQUENCE OF): d.		

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

PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I: Lymphoma Non-Hodgkins; Adrenal Hemorrhage

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

Date Issued: JUN 28 2000

County — Salt Lake

Registrar [signature]

L019094

Barry E Nangle

Barry E. Nangle
DIRECTOR OF VITAL RECORDS
By Ellen Freeman

SDH-BVR 95 (11/99)

THE GREAT SEAL OF THE STATE OF UTAH — INDUSTRY 1847 — 1896

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES. ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

497

Last Will

of

ROBERT E. OLSON

I, ROBERT E. OLSON, of Big Piney, Sublette County, Wyoming, make this Will and revoke all of my prior wills and codicils.

Article One

My Family

I am married and my spouse's name is ENA B. OLSON.

All references to "my spouse" in my Will are to her.

The names and birth dates of my children are:

CINDY K. OLSON, born June 15, 1957

MICHAEL R. OLSON, born April 28, 1958

MACK C. OLSON, born February 4, 1960

All references to my children in my will are to these children only.

REO EJO DLM

Article Two

Distribution of My Property

Section 1. Pour-Over to My Living Trust

All of my property of whatever nature and kind, wherever situated, shall be distributed to my revocable living trust. The name of my trust is:

> ROBERT E. OLSON and ENA B. OLSON, Trustees, or their successors in trust, under the ROBERT E. OLSON LIVING TRUST, dated March 28, 2000, and any amendments thereto.

Section 2. Alternate Disposition

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death.

Section 3. Testamentary Trust

If my spouse survives me, I authorize my personal representative to establish, with the assets of my probate estate, if any, or with any property distributed to my personal representative from my Trustee, a testamentary trust (or trusts) for the benefit of my spouse and my other beneficiaries under the same terms and conditions of my revocable living trust as it exists at the date of my death. I appoint the Trustee and successor Trustee named in my revocable living trust as the Trustee and successor Trustee of my testamentary trust(s). The Trustee of my testamentary trust(s) shall have all the administrative and investment powers given to my Trustee in my revocable living trust and any other powers granted by law.

My Trustee shall be under no obligation to distribute property directly to my personal representative, but rather may distribute such property directly to the Trustee of the testamentary trust(s). Any property distributed to my testamentary trust(s) by the Trustee of my revocable living trust shall be distributed by the Trustee of my testamentary trust(s) in accordance with the

REO EW JEM

terms and conditions of my revocable living trust as it exists on the date of my death.

Article Three

Powers of My Personal Representative

My personal representative shall have the power to perform all acts reasonably necessary to administer my estate, as well as any powers set forth in the statutes in the State of Wyoming relating to the powers of fiduciaries.

Article Four

Payment of Expenses and Taxes

and Tax Elections

Section 1. Cooperating with the Trustee of My Living Trust

I direct my personal representative to consult with the Trustee of my revocable living trust to determine whether any expense or tax shall be paid from my trust or from my probate estate.

Section 2. Tax Elections

My personal representative, in its sole and absolute discretion, may exercise any available elections with regard to any state or federal tax laws.

My personal representative, in its sole and absolute discretion, may elect to have all, none, or part of the property comprising my estate for federal estate tax purposes qualify for the federal estate tax marital deduction as qualified

REO GV Alm

terminable interest property under Section 2056(b)(7) of the Internal Revenue Code.

My personal representative shall not be liable to any person for decisions made in good faith under this Section.

Section 3. Apportionment

All expenses and claims and all estate, inheritance, and death taxes, excluding any generation-skipping transfer tax, resulting from my death and which are incurred as a result of property passing under the terms of my revocable living trust or through my probate estate shall be paid without apportionment and without reimbursement from any person. However, expenses and claims, and all estate, inheritance, and death taxes assessed with regard to property passing outside of my revocable living trust or outside of my probate estate, but included in my gross estate for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Article Five

Appointment of My Personal Representative

I appoint the following to be my personal representatives:

ENA B. OLSON

If ENA B. OLSON is unwilling or unable to serve, I appoint the following successor personal representatives:

MICHAEL R. OLSON and MACK C. OLSON, or the survivor of them.

I direct that my personal representatives not be required to furnish bond, surety, or other security.

I have initialed all of the pages of this Will, and have signed it on March 28, 2000.

REO GW ALM

ROBERT E. OLSON

The foregoing Will was, on the day and year written above, published and declared by ROBERT E. OLSON in our presence to be his Will. We, in his presence and at his request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses and have initialed each page.

We declare that at the time of our attestation of this Will, ROBERT E. OLSON was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

L. GALEN WEST
1209 Adams Ave.
Rock Springs, Wyoming 82901

SUSAN L. MITCHELL
705 Iowa Avenue
Green River, Wyoming 82935

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

We, ROBERT E. OLSON, L. GALEN WEST, and SUSAN L. MITCHELL, the Testator and the witnesses, respectively, whose names are signed to the foregoing Will, having been sworn, declared to the undersigned officer that the Testator, in the presence of the witnesses, signed the instrument as his last Will, that he signed, and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.

ROBERT E. OLSON

L. GALEN WEST

SUSAN L. MITCHELL

Subscribed and sworn before me by ROBERT E. OLSON, the Testator, and by L. GALEN WEST and SUSAN L. MITCHELL, the witnesses, on March 28, 2000.

My commission expires:

7-22-00

NOTARY PUBLIC

MARKIA A. MATTHEWS - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 22, 2000

REO LGW SLM

WYW-153990
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-153990

==========

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:

289985
289985

a. By this instrument, the holder:

RECORDED April 17 2002 11:25 AM
IN BOOK 73 Misc. PAGE 504
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sutton

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

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, NE¼SW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 1,331 feet long and contains 1.5 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

504

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 March 20, 2002, 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 March 20, 2002. 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 within 2.0 miles of active leks for the protection of sage grouse nesting habitat and/or sage grouse 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 winter habitat.

Construction activity and surface disturbance will be prohibited outside the dates of March 1 through July 31 if active sage grouse strutting and/or nesting is identified in the area of the proposed action for the protection of sage grouse.

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 Holfeld
(Signature of Holder)

So West Wyo Area Mgr
(Title)

3-22-02
(Date)

Eldon L. Allison Jr
(Signature of Authorized Officer)

Acting Field Manager
(Title)

3/26/02
(Effective Date of Grant)

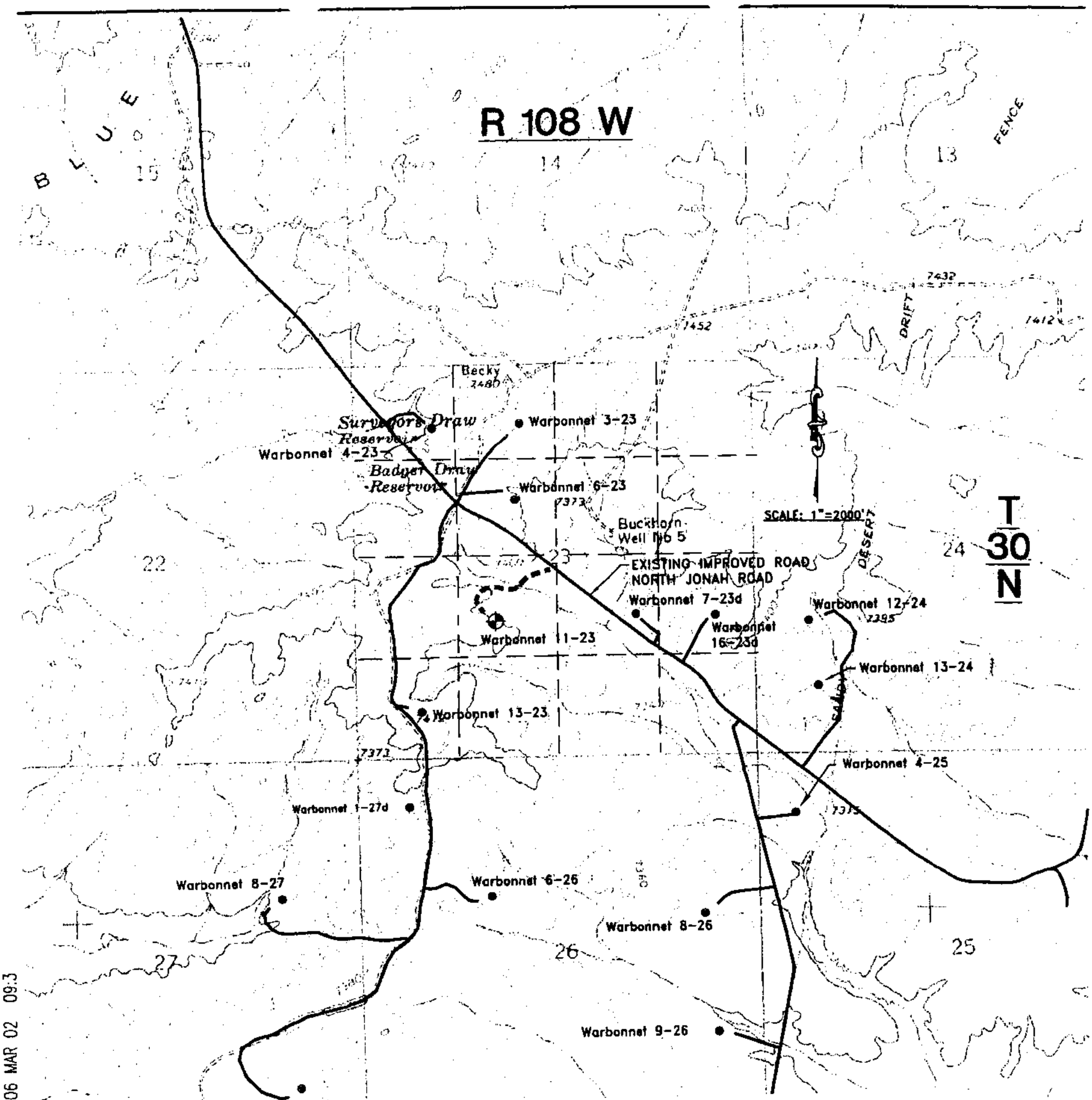


Exhibit A
WYW-153990
March 20, 2002

——— EXISTING ROAD

- - - - - - - PROPOSED PIPELINE

TOTAL PIPELINE LENGTH: 1,331.23' L.F.

Western Gas Resources, Inc.

FILE NAME: GKK\\J:\Data\5631gkk\30108231.dwg 06 MAR 02 09:3

JFC ENGINEERS ARCHITECTS SURVEYORS

1515 NINTH STREET
ROCK SPRINGS, WY 82901
PHONE (307) 362-7519
FAX (307) 362-7569
http://www.jfc-wyo.com

MOUNTAIN GAS RESOURCES
WARBONNET 11-23 PIPELINE CONNECT
SUBLETTE COUNTY, WYOMING

DWN BY: gkk	SCALE: 1"=2000'	FIGURE 2
DATE: 06 MAR 02		

WYW-154491.gnt
WYW-154493.tup
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT WYW-154491/TEMPORARY USE PERMIT WYW-154493

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:

289986

RECORDED April 17 2002 11:25 AM
IN BOOK 73 Misc PAGE 509
FEES $ 22.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 12 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 2, Lot 2, SW¼NE¼, S½NW¼;
section 3, SE¼NE¼, W½SE¼, S½SW¼;
section 4, SE¼SW¼, S½SE¼;
section 8, NE¼NE¼, S½NE¼, SE¼NW¼, E½SW¼, SW¼SW¼;
section 9, N½NW¼;
section 17, W½NW¼, SE¼NW¼, E½SW¼, SW¼SW¼;
section 20, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 21, SW¼SW¼;
section 28, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼;
section 33, W½NE¼, SE¼NE¼, NE¼SE¼;
section 34, W½SW¼.

T. 30 N., R. 108 W.
section 23, S½NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 25, SW¼NW¼, W½SW¼;
section 26, E½NE¼, SE¼SE¼;
section 35, E½E½, SW¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way area granted herein is 50 feet wide, 67,748 feet long and contains 77.8 acres, more or less.

The permit area granted herein is 250 feet wide, 150 feet long and contains 0.9 acres, more or less. The staging area is located at the Luman Road crossing.

c. The right-of-way 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.

The permit shall terminate 2 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. The right-of-way 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.

The permit may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 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 February 21, 2002, 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 February 21, 2002. 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. The holder shall recontour the disturbed area and obliterate all earthwork by removing embankments, backfilling excavations, and grading to re-establish the approximate original contours of the land in the right-of-way.

n. The holder shall restore drainages, to the greatest extent possible, to the original bank configuration, stream bottom width, and channel gradient. Loose soil, fill, and culverts shall be removed from drainage channels as directed by the authorized officer.

o. Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of raptor nesting habitat.

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 and/or sage grouse nests/young.

Construction activity and surface disturbance will be prohibited during the period from March 1 to May 15 within 1.0 miles of active leks.

Construction activity and surface disturbance will be prohibited outside the dates of March 1 through July 31 if active sage grouse strutting and/or nesting is identified in the area of the proposed action for the protection of sage grouse.

Any exceptions to this requirement must have prior written approval from the authorized officer.

p. *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.*

q. *Construction monitoring and/or open trench examination will be performed by a qualified archaeologist. If cultural resources are located within frozen soils or sediments precluding the ability to adequately record or evaluate the find, work will cease and the site will be protected for the duration of frozen soil conditions. Following natural thaw, recordation, evaluation and recommendations concerning further management will be made to the authorized officer who will consult with affected parties. Construction work will be suspended until management of the threatened site has been finalized.*

r. *An open trench examination of the pipeline in Sections 4, 8, 9, T. 29 N., R. 108 W., shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.*

s. *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.*

t. *The holder shall contact the authorized officer at least 5 days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.*

WYW-154491.gnt
WYW-154493.tup

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

Sr. West Coast Area Mgr
(Title)

3-6-02
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

03/21/02
(Effective Date of Grant)

5.4

EXISTING VALVE

Reservoir

Badger Draw Reservoir

Buckhorn-Well No 5

WARBONNET #9-23

WARBONNET #13-24

NEW FORK #1

Shelter Basin Reservoir

0 2000

R 108 W

R 107 W

T 30 N

T 29 N

PROPOSED CORRIDOR

FALCON 3-36

Well

FALCON 1-36

FALCON 7-36

FALCON 11-36

FALCON COMPRESSOR STATION

FALCON 13-36

RAINBOW 3-31

RAINBOW 5-31

FENCE CROSSING

Granite Road Reservoir

Sand Draw Res No 4

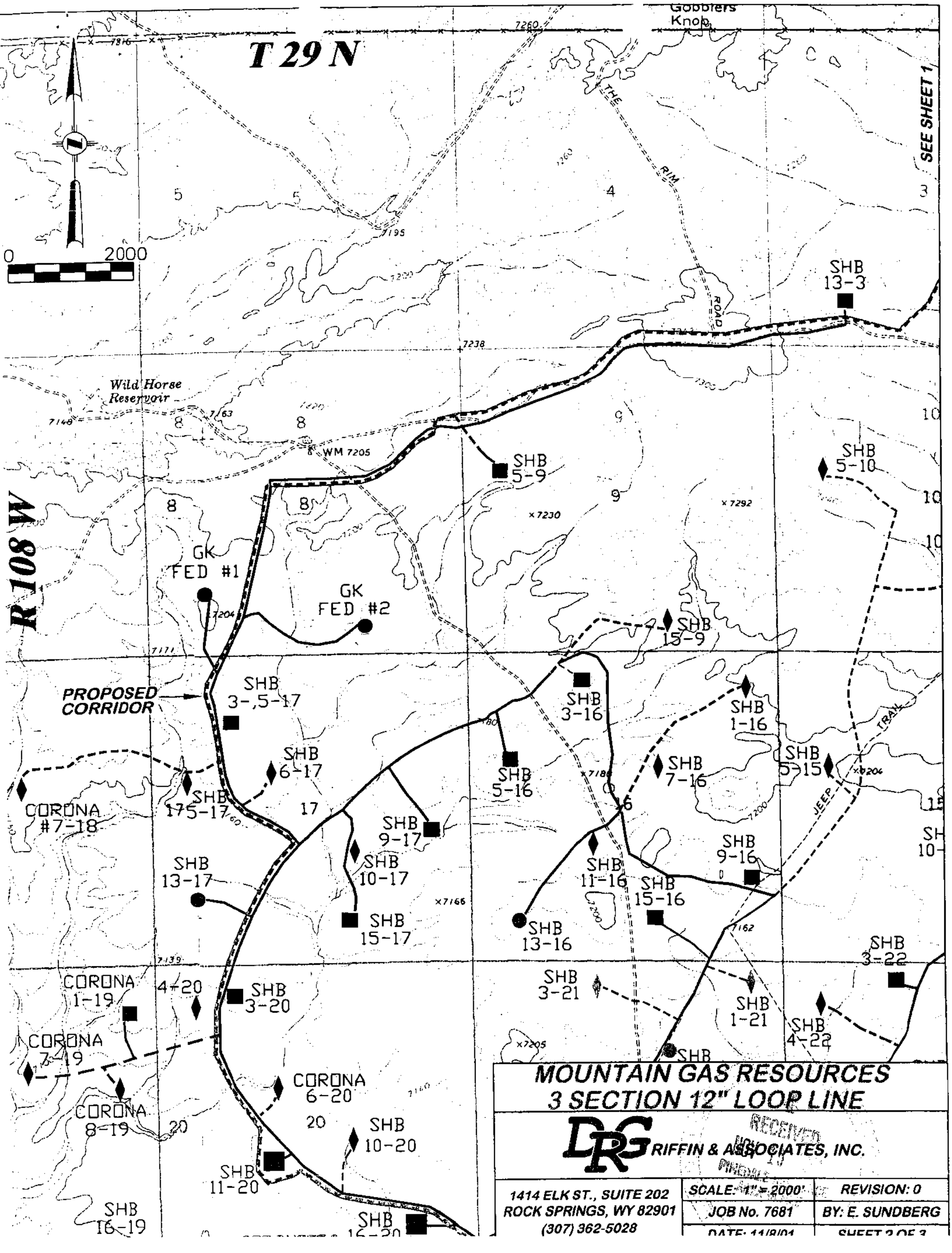
Exhibit A
WYW-154491
WYW-154493
February 21, 2002
3 Pages

MOUNTAIN GAS RESOURCES
3 SECTION 12" LOOP LINE

DRG RIFFIN & ASSOCIATES, INC.

RECEIVED
FEB 19

1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000'
	JOB No. 7681
	REVISION: 0
	BY: E. SUNDBERG

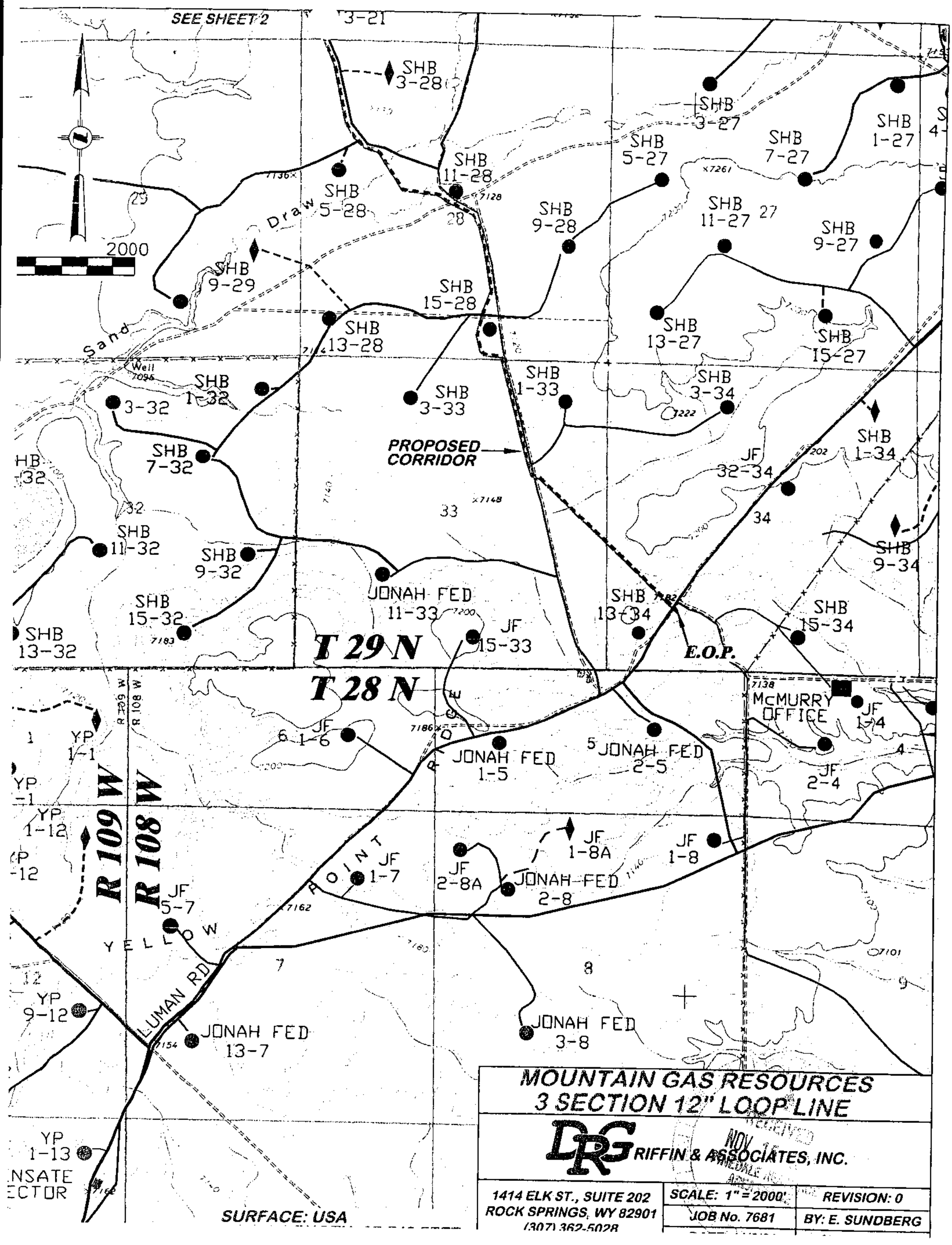


MOUNTAIN GAS RESOURCES
3 SECTION 12" LOOP LINE

DRG GRIFFIN & ASSOCIATES, INC.

RECEIVED

1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000'	REVISION: 0
	JOB No. 7681	BY: E. SUNDBERG
	DATE: 11/8/01	SHEET 2 OF 3



MOUNTAIN GAS RESOURCES
3 SECTION 12" LOOP LINE

DRG RIFFIN & ASSOCIATES, INC.

RECEIVED NOV

1414 ELK ST., SUITE 202 ROCK SPRINGS, WY 82901 (307) 362-5028	SCALE: 1" = 2000'	REVISION: 0
	JOB No. 7681	BY: E. SUNDBERG

WYW-154491.gnt
WYW-154493.tup
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT WYW-154491/TEMPORARY USE PERMIT WYW-154493

==========

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).

289987

RECORDED April 17 2002 11:25AM
IN BOOK 73 Misc PAGE 518
FEES $22.00 Mary L. Lyttle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Eaton

2. Nature of Interest:

a. By this instrument, the holder:

Mountain Gas Resources
12200 North Pecos Street
Denver, CO 80234-3439

receives a right to construct, operate, maintain, and terminate a 12 inch buried natural gas pipeline, on Federal lands described as follows:

T. 29 N., R. 108 W.
section 2, Lot 2, SW¼NE¼, S½NW¼;
section 3, SE¼NE¼, W½SE¼, S½SW¼;
section 4, SE¼SW¼, S½SE¼;
section 8, NE¼NE¼, S½NE¼, SE¼NW¼, E½SW¼, SW¼SW¼;
section 9, N½NW¼;
section 17, W½NW¼, SE¼NW¼, E½SW¼, SW¼SW¼;
section 20, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 21, SW¼SW¼;
section 28, W½NW¼, SE¼NW¼, NE¼SW¼, W½SE¼;
section 33, W½NE¼, SE¼NE¼, NE¼SE¼;
section 34, W½SW¼.

T. 30 N., R. 108 W.
section 23, S½NW¼, NE¼SW¼, W½SE¼, SE¼SE¼;
section 25, SW¼NW¼, W½SW¼;
section 26, E½NE¼, SE¼SE¼;
section 35, E½E½, SW¼SE¼.
6th PM, Sublette County, Wyoming

b. The right-of-way area granted herein is 50 feet wide, 67,748 feet long and contains 77.8 acres, more or less.

The permit area granted herein is 250 feet wide, 150 feet long and contains 0.9 acres, more or less. The staging area is located at the Luman Road crossing.

c. The right-of-way 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.

The permit shall terminate 2 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. The right-of-way 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.

The permit may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 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 February 21, 2002, 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 February 21, 2002. 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. The holder shall recontour the disturbed area and obliterate all earthwork by removing embankments, backfilling excavations, and grading to re-establish the approximate original contours of the land in the right-of-way.

n. The holder shall restore drainages, to the greatest extent possible, to the original bank configuration, stream bottom width, and channel gradient. Loose soil, fill, and culverts shall be removed from drainage channels as directed by the authorized officer.

o. Construction activity and surface disturbance will be prohibited during the period from February 1 to July 31 for the protection of raptor nesting habitat.

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 and/or sage grouse nests/young.

Construction activity and surface disturbance will be prohibited during the period from March 1 to May 15 within 1.0 miles of active leks.

Construction activity and surface disturbance will be prohibited outside the dates of March 1 through July 31 if active sage grouse strutting and/or nesting is identified in the area of the proposed action for the protection of sage grouse.

Any exceptions to this requirement must have prior written approval from the authorized officer.

p. *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.*

q. *Construction monitoring and/or open trench examination will be performed by a qualified archaeologist. If cultural resources are located within frozen soils or sediments precluding the ability to adequately record or evaluate the find, work will cease and the site will be protected for the duration of frozen soil conditions. Following natural thaw, recordation, evaluation and recommendations concerning further management will be made to the authorized officer who will consult with affected parties. Construction work will be suspended until management of the threatened site has been finalized.*

r. *An open trench examination of the pipeline in Sections 4, 8, 9, T. 29 N., R. 108 W., shall be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench examination will be prepared and submitted to BLM for review. This report will conform to BLM cultural resource management requirements. Any additional mitigative efforts will be based upon the review of the report. Cost of the mitigative efforts will be borne by the Holder.*

s. *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.*

t. *The holder shall contact the authorized officer at least 5 days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.*

WYW-154491.gnt
WYW-154493.tup

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

Surface Use Rep.
(Title)

3/20/2002
(Date)

(Signature of Authorized Officer)

Field Manager
(Title)

03/21/02
(Effective Date of Grant)

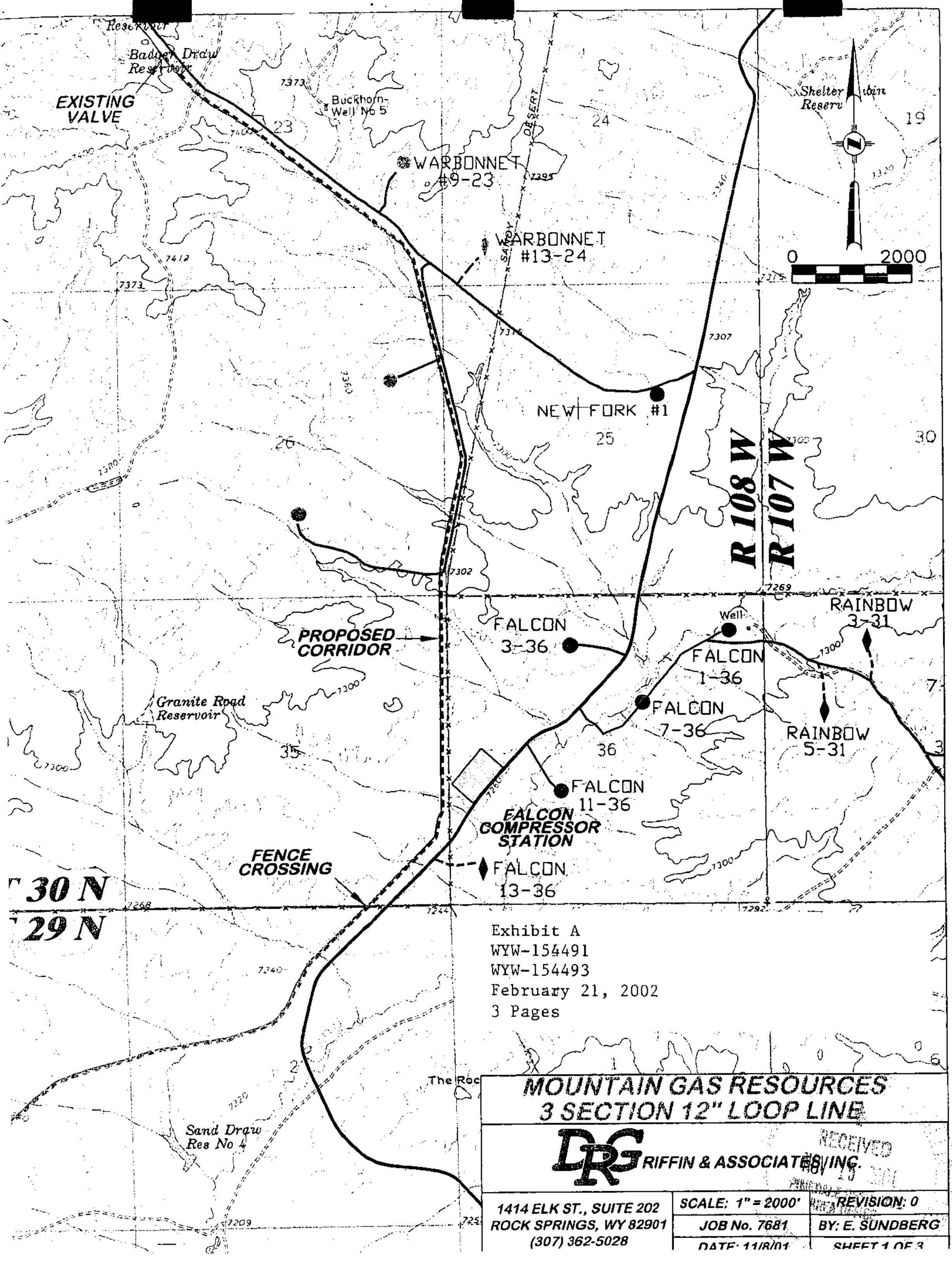


Exhibit A
WYW-154491
WYW-154493
February 21, 2002
3 Pages

MOUNTAIN GAS RESOURCES
3 SECTION 12" LOOP LINE

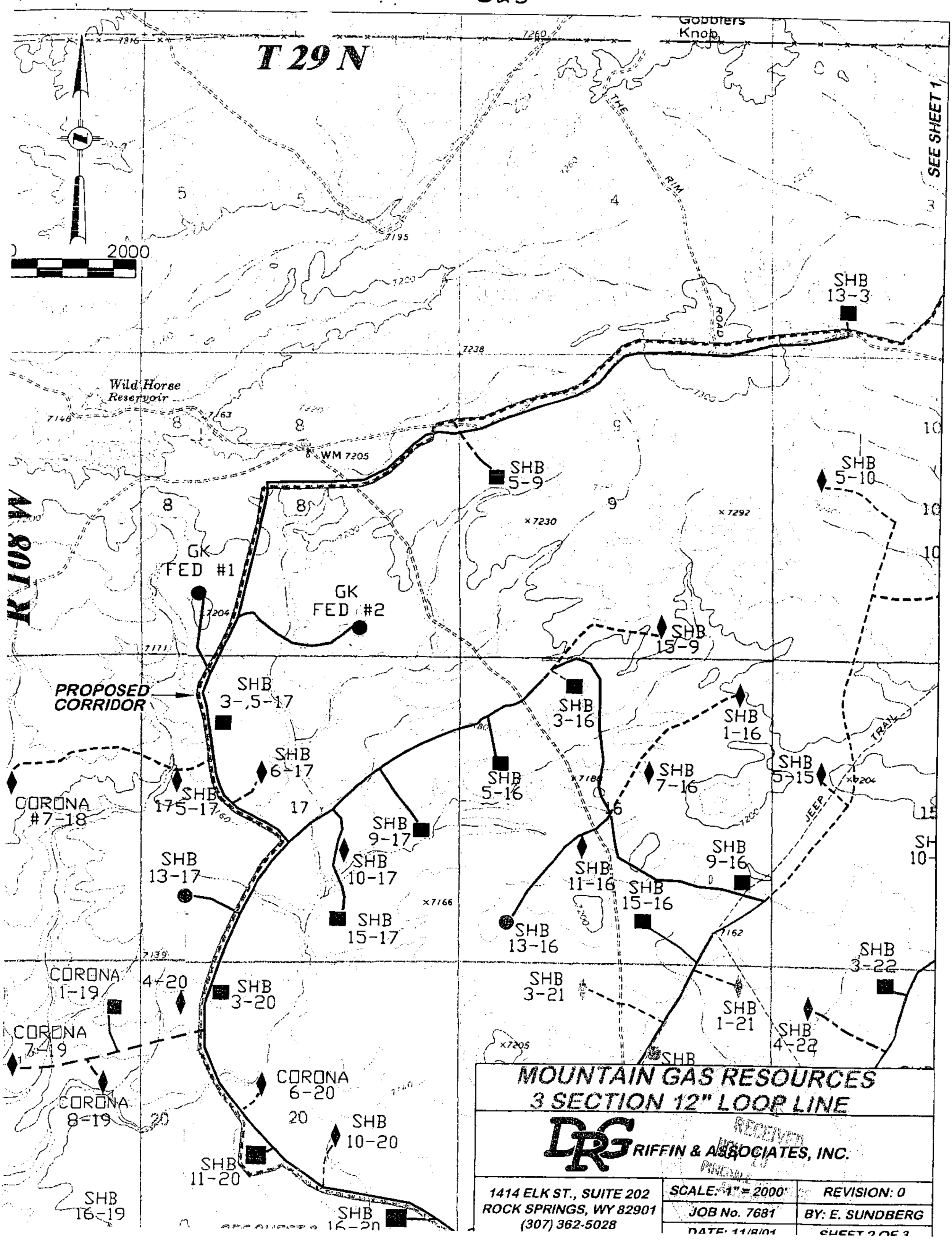
RECEIVED
FEB 25

GRIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

SCALE: 1" = 2000'	REVISION: 0
JOB No. 7681	BY: E. SUNDBERG
DATE: 11/8/01	SHEET 1 OF 3

525


T 29 N
R 108 W
Gobblers Knob
SEE SHEET 1
THE RIM ROAD
Wild Horse Reservoir
WM 7205
2000
SHB 13-3
SHB 5-9
SHB 5-10
GK FED #1
GK FED #2
SHB 15-9
PROPOSED CORRIDOR
SHB 3-,5-17
SHB 6-17
SHB 175-17
CORONA #7-18
SHB 9-17
SHB 10-17
SHB 13-17
SHB 15-17
SHB 3-16
SHB 5-16
SHB 1-16
SHB 7-16
SHB 5-15
SHB 9-16
SHB 11-16
SHB 15-16
SHB 13-16
SHB 3-22
SHB 3-21
SHB 1-21
SHB 4-22
CORONA 1-19
4-20
SHB 3-20
CORONA 7-19
CORONA 8-19
CORONA 6-20
SHB 10-20
SHB 11-20
SHB 16-19
SHB 16-20
TRAIL
JEEP
MOUNTAIN GAS RESOURCES
3 SECTION 12" LOOP LINE
DRG GRIFFIN & ASSOCIATES, INC.
1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028
SCALE: 1" = 2000'
REVISION: 0
JOB No. 7681
BY: E. SUNDBERG
DATE: 11/8/01
SHEET 2 OF 3

SEE SHEET 2

3-21

SHB 3-28

SHB 3-27

SHB 1-27

SHB 7-27

SHB 5-27

SHB 11-28

SHB 5-28

SHB 9-28

SHB 11-27

SHB 9-27

SHB 9-29

SHB 15-28

SHB 13-28

SHB 13-27

SHB 15-27

SHB 1-33

SHB 3-34

SHB 1-32

3-32

SHB 3-33

SHB 1-34

PROPOSED CORRIDOR

JF 32-34

SHB 7-32

SHB 11-32

SHB 9-32

SHB 9-34

JONAH FED 11-33

SHB 13-34

SHB 15-34

SHB 15-32

JF 15-33

SHB 13-32

T 29 N

T 28 N

E.O.P.

McMURRY OFFICE

JF 1-4

JF 6 1-6

JONAH FED 1-5

JONAH FED 2-5

JF 2-4

YP 1-1

YP 1-12

JF 1-8A

JF 1-8

JF 1-7

JF 2-8A

JONAH-FED 2-8

JF 5-7

JONAH FED 3-8

YP 9-12

JONAH FED 13-7

YP 1-13

R 109 W

R 108 W

YELLOW ROINT

LUMAN RD

2000

SURFACE: USA

MOUNTAIN GAS RESOURCES
3 SECTION 12" LOOP LINE

RECEIVED NOV 16

DRG RIFFIN & ASSOCIATES, INC.

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-5028

SCALE: 1" = 2000'	REVISION: 0
JOB No. 7681	BY: E. SUNDBERG

527

AFFIDAVIT

The Affiant, Bruce A. Studer of 3511 E 24th, Casper, WY 82609 is a contract landman working for Ultra Resources, Inc. and is familiar with the following.

On or about March 27, 1997, Janice J. Kanski and Steve Kanski, wife and husband, entered into an Oil and Gas Lease as Lessor with High Plains Associates, Inc. as Lessee covering the following described lands located in Sublette County, Wyoming:

Township 34 North, Range 110 West, 6th P.M.
Section 15: NE/4NW/4

Covering 40.00 acres more or less.

Said lease was recorded October 1, 1997, in Book 105 O+G, Page 496 of the official records of Sublette County, Wyoming and is for a primary term of (5) Five years from March 27, 1997.

Said Lease was assigned in total to Ultra Resources, Inc. by High Plains Associates, Inc. by Assignment dated on or about October 8, 1997, and was recorded in Book 106 O+G, Page 19 on October 23, 1997, of the official records of Sublette County, Wyoming.

Pursuant to paragraph number 17 of said lease, all the provisions of said lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

Pursuant to paragraph number 16 of said lease the Lessor granted the option to Lessee to extend said lease for an additional five (5) year term by tendering a bonus payment to the Lessor in an amount equal to One Hundred and Fifty percent (150%) of the bonus consideration originally paid for the original lease.

Lessee has exercised this option and tendered the prescribed amount in a timely manner to the Lessor.

The Lessee has complied with all the terms and provisions of the lease including the extension for the additional five year term from March 27, 2002 to March 27, 2007. Lessee considers the lease in full force and effect.

Signed this 11th day of April, 2002.

Bruce A. Studer

289998

RECORDED April 17 2002 2:25 PM
IN BOOK 73 Misc. PAGE 527
FEES $ 6.00 Mary L Lafferty COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Scott

STATE OF WYOMING }
}ss.
COUNTY OF NATRONA }

Before me, the undersigned, a Notary Public, within and for said County and State, on this 11TH day of April 2002, personally appeared Bruce A. Studer to me

AFFIDAVIT

The Affiant, Bruce A. Studer of 3511 E 24th, Casper, WY 82609 is a contract landman working for Ultra Resources, Inc. and is familiar with the following.

On or about March 27, 1997, Steve Kanski and Janice J. Kanski, Trustees of the Janice J. Kanski Living Trust dated 9-14-1992, entered into an Oil and Gas Lease as Lessor with High Plains Associates, Inc. as Lessee covering the following described lands located in Sublette County, Wyoming:

Township 34 North, Range 110 West, 6th P.M.
Section 15: W/2SE/4SW/4, W/2E/2SE/4SW/4
Section 22: W/2NE/4NW/4, W/2E/2NE/4NW/4

Covering 60.00 acres more or less.

Said lease was recorded October 1, 1997, in Book 105 O+G, Page 494 of the official records of Sublette County, Wyoming and is for a primary term of (5) Five years from March 27, 1997.

Said Lease was assigned in total to Ultra Resources, Inc. by High Plains Associates, Inc. by Assignment dated on or about October 8, 1997, and was recorded in Book 106 O+G, Page 19 on October 23, 1997, of the official records of Sublette County, Wyoming.

Pursuant to paragraph number 17 of said lease, all the provisions of said lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

Pursuant to paragraph number 16 of said lease the Lessor granted the option to Lessee to extend said lease for an additional five (5) year term by tendering a bonus payment to the Lessor in an amount equal to One Hundred and Fifty percent (150%) of the bonus consideration originally paid for the original lease.

Lessee has exercised this option and tendered the prescribed amount in a timely manner to the Lessor.

The Lessee has complied with all the terms and provisions of the lease including the extension for the additional five year term from March 27, 2002 to March 27, 2007. Lessee considers the lease in full force and effect.

Signed this 11th day of April, 2002.

Bruce A. Studer

289999

RECORDED April 17 2002 2:25 PM
IN BOOK 73 Misc. PAGE 528
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING }
}ss.
COUNTY OF NATRONA }

Before me, the undersigned, a Notary Public, within and for said County and State, on this 11TH day of April 2002, personally appeared Bruce A. Studer to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Lori Salveson
Notary Public

My commission expires: 8/21/2002

LORI SALVESON-NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires August 21, 2002

AMENDED DECLARATION OF RESTRICTIVE COVENANTS
FOR
ALSADE FIRST SUBDIVISION
Sublette County, Wyoming

290037

RECORDED April 18 2002 3:40pm
IN BOOK 73 Misc. PAGE 529
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cat

TO WHOM IT MAY CONCERN:

For the ALSADE FIRST SUBDIVISION presently owned by the undersigned and approved by the Board of County Commissioners of Sublette County and filed for record in Book 34 of Miscellaneous on page 282 in the Office of the Clerk of Sublette County, the owners do hereby declare and adopt the following Restrictive Covenants for all lots contained in the Alsade First Subdivision supplanting that Amended Declaration of Restrictive Covenants for Alsade First Subdivision entitled "Amended Declaration of Restrictive Covenants for Alsade No. 1 Subdivision" as recorded in the said Office in Book 66 of Miscellaneous on page 38, in accordance with paragraph 19 of said recorded Restrictive Covenants.

1. SINGLE FAMILY USE. All tracts are subject to these restrictive covenants and shall be used for single family residential purposes only, it being expressly understood that no commercial activity of any kind shall be conducted thereon. In addition to a family residence, the owner shall be permitted to construct guest quarters, and other appropriate buildings and improvements for use and enjoyment by the owner, family members, relatives and guests. This covenant shall not be construed as allowing or permitting any owner to construct or to allow any structure to be placed on any part of the tract by any other person, or to allow the owner to lease, rent or otherwise allow such other persons to occupy any part of the premises.

2. SIZE OF PRIMARY RESIDENCE. No primary residence shall contain less than 1,800 square feet of interior living space on the ground floor level. Lots number 1 and

33 are excepted for this covenant only as homes existed on these lots when this amendment was made.

3. STICK-BUILT AND MODULAR HOMES. Stick-built and new modular homes may be erected upon the premises provided they are placed upon a poured concrete or poured block foundation and contain at least 1,800 square feet of interior living space on the ground floor level. Mobile homes are prohibited.

4. PROHIBITION AGAINST FURTHER SUBDIVISION. No owner shall attempt by any means to subdivide his tract into smaller parcels.

5. TEMPORARY LIVING QUARTERS. No owner shall permanently locate a camper trailer, mobile home or any other form of temporary living facility or structure upon the tract covered by his deed; provided, however, such owner may establish and use temporary living quarters in such manner for a period not to exceed six months while permanent residence construction is being accomplished. This restriction shall not be construed to prevent an owner from using camper trailers or like units on the premises for no more than thirty days as a seasonal accommodation for himself or his guests, provided that such are kept mobile at all times.

6. IMPROVEMENTS. All improvements placed or constructed upon the premises shall be in strict compliance with all applicable building, zoning and health rules and regulations.

7. FENCING. Lot owners may fence the boundaries or interiors of the lot.

8. BUILDING SET-BACK LINES. *If a lot is not annexed* to the Town of Marbleton, building set-back lines shall conform to the current County of Sublette Zoning Resolution. *If the lot is annexed* to the Town of Marbleton, building set-back lines shall conform to the Town's District Regulations.

9. SANITARY FACILITIES. *If a lot is not annexed* to the Town of Marbleton, the owner shall construct a sewage sanitation system in conformity with the laws of the State of Wyoming, and no privy, outside latrine or other like facility shall be permitted. Approved septic tanks, cesspools and drain lines shall be constructed underground and located so as not to give off any offensive odor or create any hazard to health. Owner shall refrain from causing any water or air pollution from emanating from his premises. *If a lot is annexed* to the Town of Marbleton, the owner shall arrange with the town to

tap into the town's sewer line.

10. WATER. *If a lot is not annexed* to the Town of Marbleton, domestic water supply is the responsibility of the individual property owner and shall be installed at his expense. Said supply shall conform to standards set by Wyoming Office of the State Engineer. *If a lot is annexed* to the Town of Marbleton, the owner shall arrange with the town to tap into the town's water line.

11. DISPOSAL OF DEBRIS AND GARBAGE. No debris, garbage or like materials shall be stored upon any part of the premises, and shall be removed therefrom and disposed of in a manner not offensive to other owners. Unlicensed and/or inoperable vehicles, including but not limited to cars, trucks, motorcycles and snowmobiles shall be enclosed in a garage or storage shed. No nuisance or offensive, noisy or illegal activity shall be done, suffered or permitted upon any tract.

12. HUNTING AND DISCHARGE OF FIREARMS. The hunting of game animals and the discharge of firearms is prohibited within the confines of the Alsade First Subdivision.

13. GARAGES. Garages or other additional structures will conform with the design of the main single family residence and will be landscaped to compliment the residence.

14. ANIMALS. *If a lot is not annexed* to the Town of Marbleton, the owner agrees that animals on the premises will be kept in compliance with Sublette County Regulations. *If a lot is annexed* to the Town of Marbleton, the owner agrees to comply with the town ordinances regarding animals.

15. RIGHT OF ENFORCEMENT. The undersigned and every owner of a tract situated within the platted area shall have the right to enforce these restrictions, to prevent any violation thereof, and to recover any damages resulting from such violation.

16. EFFECT OF NON-ENFORCEMENT. Failure by any proper party to enforce any of these restrictions shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

17. PARTIAL INVALIDITY. In the event any covenant or restriction herein contained or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant or restriction.

18. ATTORNEY FEES AND COURT COSTS. If any legal action is taken by the undersigned or any owner against any other owner for a violation of any of these provisions, and if it is determined by any court of competent jurisdiction that the offending party did violate the same, he shall have assessed against him by such court a reasonable sum for the successful party's attorney fees and court costs.

19. DURATION OF COVENANTS. These restrictive covenants shall be perpetual in nature, but may be amended, superseded or canceled upon the written filing of two-thirds of all owners of real property contained in the plat which are subject to the same, and the weight of each vote shall be in the proportion that his ownership of acreage bears to other acre-owners.

EXECUTED this 18th day of April, 2002.

Attest:

ALSADE LIMITED

Nancy Guio
Co-Secretary/Treasurer

Tagg Guio
Vice President

STATE OF WYOMING)
ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged to before me by Tagg Guio and Nancy Guio, this 18 day of April, 2002.

Witness my hand and official seal.

Windy L. Springman
Notary Public

My commission expires: 5/4/02

Windy L. Springman - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 05/04/2002

290045

RECORDED April 19 2002 1010A M
IN BOOK 73 Misc PAGE 533
FEES $ 10.00 Mary L Hoover COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

AFFIDAVIT SHOWING TERMINATION OF ESTATES BY THE ENTIRETIES

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

Christiane Fouquard Nichols, of lawful age, after first being duly sworn upon her oath according to law, deposes and says:

1. Charles David Nichols died on the 26th day of February, 2002, in Pinedale, Sublette County, Wyoming, as evidenced by the certified copy of Certificate of Death which is attached hereto, marked Exhibit "A", and by this reference made a part hereof.

2. Affiant, Christiane Fouquard Nichols, is the surviving spouse of Charles David Nichols.

3. The said Charles David Nichols and Christiane Fouquard Nichols were married to each other on the 27th day of February, 1951, and said parties from that date on continued to be husband and wife until the date of death of said decedent.

4. On October 12, 1976, Coessie A. Mason, a single woman, and Renee Pfisterer, a single woman, conveyed by Warranty Deed in favor of Charles David Nichols and Christiane Fouquard Nichols, husband and wife, and to the survivor thereof as tenants by the entirety and not as tenants in common, thereby creating a tenancy by the entireties, which Deed is recorded in Book 18 Deeds, at Page 643, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, on October 25, 1976, the following described real property and premises, to wit:

Lot 1, Block 8, Hennick Second Addition to the Town of Pinedale, Wyoming, as the same appears on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming,

AND TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of United States patents, AND SUBJECT FURTHER TO all restrictions of record.

5. The estates by the entireties vested solely in Christiane Fouquard Nichols, surviving spouse of decedent,

on the 26th day of February, 2002, the date of death of Charles David Nichols.

Dated this 19 day of April, 2002.

Christiane F. Nichols

Christiane Fouquard Nichols

Subscribed and sworn to before me this 19 day of April, 2002.

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

CERTIFICATION OF VITAL RECORD

EXHIBIT "A"

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 00205 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK — FOR INSTRUCTIONS SEE HANDBOOK

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
CHARLES	DAVID	NICHOLS	MALE	FEBRUARY 26, 2002

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.)
268-18-8197	86					OCTOBER 1. 1915

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
44 WEST NORTH STREET	PINEDALE	SUBLETTE

DECEDENT

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

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	FLIGHT DISPATCHER	AIRLINES

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	PINEDALE	44 WEST NORTH STREET

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
CHARLEY	DAVIS	NICHOLS	JEANETTE		LOGAN

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
CHRISTIANE NICHOLS	WIFE

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
P.O. BOX 876	PINEDALE	WYOMING	82941

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN	STATE
CREMATION	FEB. 27, 2002	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.) FEBRUARY 27, 2002
22c. HOUR OF DEATH APPROX: 8:00 A M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To be Completed by CORONER Only

23a. On the basis of examination and / or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated.
(Signature and Title) ▶ [signature] CORONER
23b. DATE SIGNED (Mo., Day, Yr.) FEBRUARY 27, 2002
23c. HOUR OF DEATH APPROX: 8:00 A. M
23d. PRONOUNCED DEAD (Mo., Day, Yr.) FEBRUARY 26, 2002
23e. PRONOUNCED DEAD (Hour) 8:50 A M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
JUDITH BOYLE M.D. DANIEL WYOMING

25a. REGISTRAR (Signature) ▶ [signature] — 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) FEBRUARY 27, 2002

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 cerebrovascular accident.
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. Atherosclerotic disease
DUE TO (OR AS A CONSEQUENCE OF):
c. HTN
DUE TO (OR AS A CONSEQUENCE OF):
d.

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

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

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

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

VR 2-89
11/99 15M

165066

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

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

void copy

535

CERTIFICATE OF SALE

RECORDED April 19 2002 10:15A M
IN BOOK 73 Misc. PAGE 536
FEES $ 20.00 Mary L. Lyda COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scaton

STATE OF WYOMING)
) SS. 290046
COUNTY OF SUBLETTE)

HANK RULAND, of lawful age, being first duly sworn upon his oath, states and certifies as follows:

1. That he is the duly elected and acting Sheriff in and for Sublette County, State of Wyoming, and makes this Certificate of Sale in his capacity as such.

2. That a default has occurred under the terms of (a) that certain promissory note dated March 7, 2001, (the "Note"), executed and delivered by Dru M. Dohrmann and Ella M. Dohrmann, as husband and wife, to Rock Springs National Bank, and (b) that certain mortgage dated March 7, 2001, (the "Mortgage"), securing the Note, which Mortgage was executed and delivered by mortgagors, named Dru M. Dohrmann and Ella M. Dohrmann, husband and wife, to mortgagee, named Rock Springs National Bank, and was recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on March 7, 2001, in Book 82 of Mortgages, at Page 259, (Instrument No. 282944), and which Mortgage covers that certain real property described as follows, to-wit:

LOT 45, BLOCK 8 OF THE BARGER SUBDIVISION, THIRD FILING, SUBLETTE COUNTY, WYOMING

Said mortgaged property has the address of 159 Meadowlark Lane, Pinedale, Wyoming 82941.

Together with all improvements thereon situate and all fixtures and appurtenances thereto.

3. That the mortgage, together with the Note secured thereby were assigned for value by Rock Springs National Bank, to Wyoming Community Development Authority ("Mortgagee") by the indorsement of such Note and the execution and delivery of that certain assignment of mortgage dated March 7, 2001, and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming on March 7, 2001, in Book 82 of Mortgages, at Page 272, (Instrument No. 282946).

4. That no suit or proceeding has been instituted at law to cover the debt secured by the Mortgage, or any part thereof.

5. That the power of sale contained in the Mortgage having been made operative by reason of such default, Mortgagee elected to foreclose the same, and at the request and direction of mortgagee, a written notice of the intention to foreclose the Mortgage was served upon the record owner and the party in possession of said real property at least ten (10) days prior to the commencement of the first publication of the foreclosure sale notice, as shown by the affidavit attached as **Exhibit A** hereto and by this reference made part hereof.

6. That Mortgagee has caused publication to be made of a notice of foreclosure sale in the *Pinedale Roundup*, a newspaper published and having general circulation in Sublette County, State of Wyoming, once a week for four (4) consecutive weeks commencing with the March 14, 2002, issue of said newspaper and ending with

April 4, 2002 issue thereof; that said notice did comply in all respects with the requirements of the statutes relating to foreclosure of mortgages by advertisement and sale; and that a copy of said notice and the publishers' affidavit of publication thereof are attached as **Exhibit B** hereto and by this reference are made a part hereof.

7. That on the date, and at the time and place, specified in said notice of foreclosure sale, to-wit: On April 19, 2002, at 10:00 o'clock in the forenoon, at the Sublette County Courthouse in the City of Pinedale, Sublette County, State of Wyoming, the undersigned proceeded to sell the above-described real property at public auction in accordance with the notice of foreclosure sale by then and there calling for bids on said real property: that the highest and best sum bid for said real property was the sum of $ 84,416.11, which was bid and offered by Wyoming Community Development Authority, that after soliciting and calling for other and higher bids therefor, and receiving none from those attending upon the sale, said real property was struck off and sold by the undersigned to said Wyoming Community Development Authority for the sum of $ 84,416.11; and that the sum bid was thereupon paid and the sale of said real property was then and there completed as by law provided.

8. That the sum of $600.00 is to be paid to the Harry G. Bondi Law Offices, P.C. that attorney for Mortgagee, as compensation for services actually rendered in the foreclosure proceeding, said attorneys having made an affidavit as required by the statutes of the State of Wyoming, a copy of said affidavit being attached as **Exhibit C** hereto and by this reference made a part hereof; and that in addition, there are necessary costs and expenses of this foreclosure in the sum of $424.82, which additional costs and expenses also are referred to in **Exhibit C** hereto.

9. That the sale of the above-described real property was made in full compliance with the provisions of the Mortgage thereby foreclosed and was in all respect conducted in conformity with the requirements of the Wyoming Statutes.

10. That said Wyoming Community Development Authority shall be entitled to a deed to the above-described real property, together with all improvements thereon situate and all fixtures and appurtenances thereto, at and upon expiration of three (3) months and thirty (30) days from and after the 19th of April, 2002, the date of sale, unless the property shall have been redeemed as provided by law prior to that time.

DATED at Pinedale, Sublette County, State of Wyoming, this 19 day of April, 2002.

HANK RULAND, Sheriff in and
for Sublette County, State of Wyoming

By: Hank Ruland

Print Name: Hank Ruland

Title: Sheriff

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed in my presence and acknowledged before me by Hank Ruland, ~~Deputy~~ Sheriff of Sublette County, State of Wyoming, this 19 day of April, 2002.

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

WCDA\DOHRMANN
\das:02200-02

EXHIBIT A

AFFIDAVIT OF SERVICE OF WRITTEN NOTICE OF INTENT TO FORECLOSE MORTGAGE

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

HARRY G. BONDI, of lawful age, being first duly sworn upon his oath, deposes and says:

1. That he is an attorney admitted generally to practice law in the State of Wyoming with the Harry G. Bondi Law Offices, P.C. who is the attorney representing the mortgagee of record, Wyoming Community Development Authority, in a procedure to foreclose a certain real estate mortgage dated March 7, 2001, (the "Mortgage"), and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on March 7, 2001, on Book 82 of Mortgages, at Page 259, (Instrument No. 282944), wherein Dru M. Dohrmann and Ella M. Dohrmann, as husband and wife, are the named mortgagors, and Rock Springs National Bank, is the named mortgagee, said Mortgage having been assigned for value by Rock Springs National Bank, to Wyoming Community Development Authority by that certain assignment of mortgage dated March 7, 2001, and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on March 7, 2001, in Book 82 of Mortgages, at Page 272, (Instrument No. 282946), by advertisement and sale as provided under the provisions of Wyo. Stat. §§ 34-4-101, *et seq.* (1999.) The Mortgage was foreclosed by reason of default having occurred under the terms of the note secured thereby.

2. That written notice of intent of foreclosure the Mortgage by advertisement and sale has been served upon the record owner and the person in possession by certified mail, return requested, mailed to the last known address of the record owner and the person in possession at least ten (10) days before commencement of the first publication of the notice of the foreclosure sale as follows:

Dru M. Dohrmann
159 Meadowlark Lane
Pinedale, Wyoming 82941
Certified Mail No. 7000 1670 0009 7395 7836

Ella M. Dohrmann
159 Meadowlark Lane
Pinedale, Wyoming 82941
Certified Mail No. 7000 1670 0009 7395 7829

Occupant
159 Meadowlark Lane
Pinedale, Wyoming 82941
Certified Mail No. 7000 1670 0009 7395 7812

3. That the date of a mailing of the notice of intent of foreclosure on the

Mortgage was February 21, 2002, and the date of the first publication of the notice of foreclosure sale was March 14, 2002.

FURTHER YOUR AFFIANT SAYETH NOT.

Harry G. Bondi
Harry G. Bondi Law Offices, P.C.
143 South Center Street
Casper, WY 82601
307.266.4425

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

SUBSCRIBED AND SWORN TO before me this 8 day of April, 2002, by Harry G. Bondi.

NOTARY PUBLIC
DEBBIE STONEKING
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Sept. 18, 2005

NOTARY PUBLIC

MY COMMISSION EXPIRES:

WCDA\DOHRMANN
\das:02201.02

541

EXHIBIT B
AFFIDAVIT OF PUBLICATION

PROOF OF PUBLICATION

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

I, Rob Shaul, being first duly sworn deposes and says that he is the Pubisher/Editor 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 14 day of March, 20 02 and the last publication thereof on the 4 day of April, 20 02.

Rob Shaul — 4/4/02 Date

Subscribed in my presence and sworn to Before me this 4 day of April, 20 02

Notary Public
My commission expires 12/12/04

IRMA ELLIS – NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
My Commission Expires 12/12/2004

FORECLOSURE SALE NOTICE

WHEREAS, default in the payment of principal and interest has occurred under the terms of a promissory note (the "Note") dated March 7, 2001, executed and delivered by Dru M. Dohrmann and Ella M. Dohrmann, as husband and wife, to Rock Springs National Bank, and a real estate mortgage (the "Mortgage") of the same date securing the Note, which Mortgage was executed and delivered by Mortgagors, named Dru M. Dohrmann and Ella M. Dohrmann, to Mortgagee, named Rock Springs National Bank, and which Mortgage was recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on March 7, 2001, in Book 82 of Mortgages, at Page 259, (Instrument No. 282944); and

WHEREAS, the Mortgage, together with the note secured thereby, have been duly assigned for value by Rock Springs National Bank, to Wyoming Community Development Authority by the endorsement of such Note and execution and delivery of an assignment of mortgage dated March 7, 2001, and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on March 7, 2001, in Book 82 of Mortgages, at Page 272, (Instrument No. 282946); and

WHEREAS, the Mortgage contains a power of sale which by reason of said default, the owner of the Note and the Mortgage declares to have become operative, and no suit or proceeding has been instituted at law to recover the debt secured by the mortgage, or any part thereof, nor has any such suit or proceeding been instituted and the same discontinued; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and the party in possession of the mortgaged premises at least ten (10) days prior to the commencement of this publication, and the amount due upon the Mortgage on the date of first publication of this notice of sale being total sum of Eighty-Two Thousand Eight Hundred Eighty-Four Dollars and Thirteen Cents ($82,884.13), which amount represents the entire unpaid principal balance of Seventy-Eight Thousand Eight Hundred Ninety-Two Dollars and Thirty-Six Cents ($78,892.36), plus accrued but unpaid interest from September 1, 2001 to March 14, 2002, in the amount of Two Thousand Five Hundred Fifty Dollars and Eighty-Four Cents ($2,550.84), plus outstanding late charges in the amount of One Hundred Forty Dollars and Twenty-Eight Cents ($140.28), plus outstanding foreclosure expenses incurred for title insurance in the total amount of Four Hundred Forty-Three Dollars ($443.00), plus an escrow deficiency in the total amount of Eight Hundred Fifty-Seven Dollars and Sixty-Five Cents ($857.65), plus attorneys' fees, cost expended, and accruing interest and late charges after the date of first publication of this notice of sale;

NOW, THEREFORE, Wyoming Community Development Authority, as the owner of the Note and the Mortgage, will have the Mortgage foreclosed as by law provided by causing the mortgaged property to be sold at public venue by the Sheriff or Deputy Sheriff in and for Sublette County, State of Wyoming to the highest bidder for cash at 10:00 o'clock in the forenoon on Friday, April 19, 2002, at the Sublette County Courthouse, Pinedale, Sublette County, State of Wyoming, for application on the above-described amounts secured by the Mortgage, said mortgaged property being described as follows, to-wit:

LOT 45, BLOCK 8 OF THE BARGER SUBDIVISION, THIRD FILING, SUBLETTE COUNTY, WYOMING

Said mortgaged property has the address of 159 Meadowlark Lane,
Pinedale, Wyoming 82941.

Together with all improvements thereon situate and all fixtures and appurtenances thereto.

WYOMING COMMUNITY
DEVELOPMENT AUTHORITY
/s/ Harry G. Bondi
Harry G. Bondi Law Offices, P.C.
143 South Center Street
Casper, Wyoming 82601

Published in th[redacted]le Roundup

involved, and said fee when so added to the debt involved shall be only as compensation for services actually rendered in the foreclosure proceeding by an attorney admitted to practice in the State of Wyoming and residing therein.

FURTHER YOUR AFFIANT SAYETH NOT.

Harry G. Bondi
Harry G. Bondi Law Offices, P.C.
143 South Center Street
Casper, WY 82601
307.266.4425

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

SUBSCRIBED AND SWORN TO before me this 8 day of April, 2002, by Harry G. Bondi.

NOTARY PUBLIC
DEBBIE STONEKING
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Sept. 16, 2005

Debbie Stoneking
NOTARY PUBLIC

MY COMMISSION EXPIRES:

WCDA\DOHRMANN
\das:02202-02

EXHIBIT C

AFFIDAVIT OF ATTORNEY

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

HARRY G. BONDI, of lawful age, being first duly sworn upon his oath, deposes and says:

1. That he is an attorney admitted generally to practice law in the State of Wyoming with the Harry G. Bondi Law Offices, P.C. who is the attorney representing the mortgagee of record, Wyoming Community Development Authority, in a procedure to foreclose a certain real estate mortgage dated March 7, 2001, (the "Mortgage"), and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on March 7, 2001, in Book 82 of Mortgages, at Page 259, (Instrument No. 282944), wherein Dru M. Dohrmann and Ella M. Dohrmann, as husband and wife, are the named mortgagors, and Rock Springs National Bank, is the named mortgagee in said Mortgage having been assigned for value by Rock Springs National Bank, to Wyoming Community Development Authority by that certain assignment of mortgage dated March 7, 2001, and recorded in the records of the office of the County Clerk and ex-officio Register of Deeds in and for Sublette County, State of Wyoming, on March 7, 2001, in Book 82 of Mortgages, at Page 272, (Instrument No. 282946), by advertisement and sale as provided under the provisions of Wyo. Stat. §§ 34-4-101, *et seq.* (1999.) The Mortgage was foreclosed by reason of default having occurred under the terms of the note secured thereby.

2. That the Harry G. Bondi Law Offices, P.C., as attorney for said Mortgagee, will charge said mortgagee fees totaling $600.00 as compensation for services actually rendered in the foreclosure proceeding; and that in addition, said mortgagee will be charged by the Harry G. Bondi Law Offices, P.C. for necessary costs and expenses of the foreclosure sale in the sum of $424.82, which sum consists of the following:

Statutory Notice Costs	$ 11.82
Costs of Advertising Foreclosure Sale	$ 315.00
Fees of Sublette County Sheriff for Conducting foreclosure Sale and Executing Sheriff's Deed	$ 20.00
Bidder's Fee	$ 50.00
Recording Fees for Certificate of Sale and Sheriff's Deed	$ 28.00

3. That the above-mentioned fee for services rendered and the above-mentioned costs and expenses incurred in connection with the foreclosure sale shall be retained entirely by the Harry G. Bondi Law Offices, P.C. There is no agreement, express or implied, between such attorney and his client, nor between such attorney and any other person not a practicing attorney of the State of Wyoming engaged with them as an attorney in this foreclosure proceeding for any sharing or division of said fee to be added to the debt

DEED OF DISTRIBUTION
BY
PERSONAL REPRESENTATIVE
(TESTATE ESTATE)

THIS DEED is made by Rae Anne Schmeda, Personal Representative of the Estate of Sara Ann Morgan, also known as Sara A. Morgan, and as Sara F. Morgan, and as Sara Files Morgan, and as Sara G. Morgan, and as Sara Giles Morgan, and as Sally A. Morgan, and as Sally Ann Morgan, and as Sally F. Morgan, and as Sally Files Morgan, and as Sally G. Morgan, and as Sally Giles Morgan, deceased, Grantor, to Rae Anne Schmeda, whose address is 11013 W. Rowland Dr., Littleton, CO 80127 and Richard L. Larson, whose address is 28 Gleason Road, Northampton, MA 01060, Grantees.

WHEREAS, the above-named decedent in her lifetime made and executed her Last Will and Testament dated October 19, 2000, which Will was duly admitted to probate on January 18, 2002, by the District Court in and for the County of Jefferson, and State of Colorado, Probate No. 02 PR 0071;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on January 18, 2002, and is now qualified and acting in said capacity; and

WHEREAS, the Grantees are determined to be the persons entitled to distribution of the leasehold property described as, Bureau of Land Management Oil and Gas Lease WYW-057546, covering all of Section 26, Township 28 North, Range 115 West, Sublette County, Wyoming, and Grantor is authorized and directed to distribute the same to Grantees;

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by Article 12, Sections 711 and 907 of the Colorado Probate Code, Grantor sells, conveys and assigns, transfers, and releases to Grantees, in undivided equal shares, all of Grantor's right, title and interest in and to all of the oil and gas and other minerals located in Sublette County, Wyoming, whether or not the property is correctly described above.

Executed this 15 day of March, 2002.

290119

Rae Anne Schmeda

Rae Anne Schmeda as Personal representative of the Estate of Sara Ann Morgan, also known as Sara A. Morgan, and as Sara F. Morgan, and as Sara Files Morgan, and as Sara G. Morgan, and as Sara Giles Morgan, and as Sally A. Morgan, and as Sally Ann Morgan, and as Sally F. Morgan, and as Sally Files Morgan, and as Sally G. Morgan, and as Sally Giles Morgan, deceased.

RECORDED April 24 2002 3:00PM
IN BOOK 73 Misc. PAGE 544
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sudor

STATE OF COLORADO)
) SS.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 15 day of March, 2002, by Rae Ann Schmeda, Personal Representative of the Estate of Sara Ann Morgan also known as Sara A. Morgan, and as Sara F. Morgan, and as Sara Files Morgan, and as Sara G. Morgan, and as Sara Giles Morgan, and as Sally A. Morgan, and as Sally Ann Morgan, and as Sally F. Morgan, and as Sally Files Morgan, and as Sally G. Morgan, and as Sally Giles Morgan, deceased.

My Commission expires: 12-06-05

Notary Public

5/5

MEMORANDUM RELOCATING BUILDING ENVELOPE FOR TRACT 1 OF PACKER CREEK RANCH

This Memorandum of Agreement is entered into this 4th day of September 2001 by the Site Committee for Packer Creek Ranch, hereinafter the "Committee"; George W. McReynolds and Cheri L. McReynolds, husband and wife, hereinafter "McReynolds", owners of Tract 1 of Packer Creek Ranch; Douglas Herrick, owner of Tract 2 of Packer Creek Ranch and Ronald D. Saypol, owner of Tracts 3 and 4 of Packer Creek Ranch, hereinafter collectively the "adjacent tract owners".

RECITALS

WHEREAS McReynolds desires to relocate the building envelope on Tract 1 of the Packer Creek Ranch as indicated on the attached Exhibit A, which by reference is made a part hereof, and

WHEREAS the *Declaration of Covenants, Conditions and Restrictions of Packer Creek Ranch*, recorded on September 12, 2000 in Book 71 of Photo, page 400 with the Sublette County Clerk requires that an instrument be recorded evidencing any change of the building envelope by relocation as approved by both the Site Committee, the owner of the affected Tract and the adjacent Tract Owners, and

WHEREAS the Committee has approved the relocation of the building envelope for Tract 1 as requested by McReynolds, and

WHEREAS the adjacent tract owners have also approved the relocation of the building envelope for Tract 1 as requested by McReynolds,

NOW THEREFORE it is agreed by the undersigned parties that McReynolds shall be permitted to relocated the building envelope on Tract 1 of the Packer Ranch as shown on the attached Exhibit A, said approval effective upon the recordation of this Memorandum with the Sublette County Clerk, ex-officio of records by McReynolds.

SITE COMMITTEE:

Ronald D. Saypol

Douglas Herrick

George W. McReynolds

OWNER:

Cheri L. McReynolds and

George W. McReynolds,
husband and wife

290135

RECORDED April 26 2002 815A M
IN BOOK 73 Misc PAGE 546
FEES $ 12.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

ADJACENT TRACT OWNERS:

Ronald D. Saypol, as owner of Tracts 3 and 4.

Douglas Herrick, as owner of Tract 2.

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing Memorandum was subscribed and sworn to before me by Ronald D. Saypol, a member of the Site Committee this 20th day of February 2001.

WITNESS my hand and official seal.

Seal

SCOTT PIERSON - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Oct. 12, 2002

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Memorandum was subscribed and sworn to before me by Douglas Herrick, a member of the Site Committee this 4th day of April ~~2001~~. 2002

WITNESS my hand and official seal.

Seal

SUE A. MILGROVE - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires 11-13-2004

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Memorandum was subscribed and sworn to before me by George W. McReynolds, a member of the Site Committee this 4th day of September 2001.

WITNESS my hand and official seal.

Seal

DIANE M. EILSEN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Dec. 29, 2002

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Memorandum was subscribed and sworn to before me by Cheri L. McReynolds and George W. McReynolds, husband and wife, owner of Tract 1 of Packer Creek Ranch this 4th day of September 2001.

WITNESS my hand and official seal.

DIANE M. EILSEN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Dec. 29, 2002

Seal

Diane M. Eilsen
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Memorandum was subscribed and sworn to before me by Ronald D. Saypol, owner of Tracts 3 and 4 of Packer Creek Ranch this 20th day of February 2001.

WITNESS my hand and official seal.

SCOTT PIERSON - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Oct. 12, 2002

Seal

Scott Pierson
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing Memorandum was subscribed and sworn to before me by Douglas Herrick owner of Tract 2 of Packer Creek Ranch this 4th day of April 2001. 2002

WITNESS my hand and official seal.

PATRICIA WILLIAMS - NOTARY PUBLIC
Seal
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 10-17-03

Patricia Williams
Notary Public

S 88°35'05" E 2631'

1255.25'

1097.26'

646.27'

N 89°55'00"W 60.00'

L27

S 79°59'59" 133.06'

L26

C33

C32

C31

C34

156.28'

N 00°05'00"E

L25

L28

N 89°55'00"W 60.00'

N 68°00'00"W 179.40'

S 79°59'59"W 133.06'

264.71'

N 28°0 293.40

N 78°00'00

Tract 2
46.23 ac

1429.14'

N 00°04'08"E 2633.05'

411.50'

S 48°33'38"E 1238.54'

N 37°39'13"E 1058.45'

426.98'

Tract
45.14

1203.91'

230'

W 1/4 corner 311'
Section 27

150'

Guest House

Power Stake

Active Building Envelope

700'x 311'

700'

Main House

Well

Tract 1
41.56 ac

360'

S 00°18'02"W 1582.20'

Power Vault

Existing Driveway

1451.10'
S 64°13'20"E

Tract 4
41.62 ac

C11 L11 C12 L12 C10 L7 L8 L9 C8 C6 C5 L6 C4 C3 L5

100' access & utility easement

N 85°59'02"W 636.56'

N 00°28'00"W 1133.95'

914.64'

N 85°59'02"W 1459.66'

596.04'

EXHIBIT

tabbies

A

IN THE DISTRICT COURT IN AND FOR SUBLETTE COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

NORMA ANN RICHARDSON,	)	
	)	
Plaintiff,	)	**Civil Action No. 6216**
	)	
vs.	)	
	)	
JACK D. RICHARDSON,	)	
	)	
Defendant.	)	

FILED

MAR 15 2002

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

JUDGMENT AND DECREE OF DIVORCE

THIS MATTER came before the Court for trial on December 20th and 21st of 2001. The Plaintiff having appeared personally and together with Counsel, Elizabeth Greenwood and Kimberly A. Corey, the Defendant having appeared personally and together with Counsel, Mark A. Bishop and Jessica Long, the Court heard the evidence, examined the exhibits, and reviewed the file and pleadings in this matter. Counsel filed Findings of Fact and Conclusions of Law and written closing arguments on January 21, 2002. The Court having considered all of the above finds as follows:

1. Plaintiff has resided in Sublette County, Wyoming, for a period in excess of sixty days preceding the filing of the Complaint for Divorce.

2. The parties were married on May 9, 1966, in the State of New Mexico. No children have been born of issue during this marriage. The Plaintiff is 68 years of age. The Defendant is 71 years of age.

3. The parties have been living apart since approximately 1985. Plaintiff has lived in Pinedale, Wyoming. Defendant has lived in Las Cruces, New Mexico.

4. Plaintiff is in extremely poor health. She suffers from emphysema and congenital heart disease. Her health was such that she was able to appear only briefly at the trial of this divorce case. Defendant recently completed radiation treatment for throat cancer. He has been declared cancer-free and he considers himself to be in good health.

5. There have been and continue to be irreconcilable differences in the marital relationship.

290149

RECORDED Apr 29 2002 1135A
IN BOOK 73 MISC PAGE 550
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

6. During the course of the parties' marriage, the parties accumulated a number of real properties, business entities, and personal property.

7. All of the parties' property was considered marital property. Any property that either party had prior to their marriage has long since been commingled. The duration of the marriage is such that both parties are deemed to have contributed to the accumulation of the property, with the exception of the New Mexico property identified in paragraph nine.

8. In dividing the property, the court considered, among other things, that the parties have been married for 35 years and the condition in which the parties will be left after the divorce. The division does not reward one party nor punish the other. The court did consider the fault of both Plaintiff and Defendant together with all the other facts surrounding the dissolution of this marriage. The distribution was decided on an overall basis and not on the basis of separate parts. Tax issues were addressed in Defendant's written remarks but there was no evidence as to possible tax consequences. The attorneys' fees and costs were considered as part of the property division.

9. The real property is as follows; it is ORDERED that the property be distributed as follows:

   a. **Brazil Ranch** located in Pinedale, Wyoming, acquired in 1967 comprising 940.6 acres with an appraised value of 2.4 million dollars and consisting of three separate but contiguous parcels. The Court finds if this property would be divided, the value would substantially decrease. A division of this property would not result in a fair and equitable division to either party. The Brazil Ranch is to be awarded to **Defendant**.

      i. **Plaintiff** shall receive a life estate in the home and five acres immediately surrounding the home, excluding the corrals, the barn and other outbuildings used for the ranching operations.

      ii. **Defendant** shall buy **Plaintiff's** interest in the Brazil Ranch as follows:

1. Ten thousand ($10,000) per month commencing April 1, 2002, and the first of every month thereafter for five years with a balloon payment in the amount of $600,000 due and owing at the end of the five years.
2. **Defendant** shall be responsible for taxes and insurance on the home and five acres as well as pay any costs of maintaining the home in excess of $1,000.

iii. In the event of Plaintiff's death prior to April 2007, the remaining amount shall be paid to the Plaintiff's heirs, beneficiaries or assignees in the manner set forth in paragraph 8(a)(ii).

b. **Two acres** located in Dona Ana County, New Mexico, with an appraised value of $47,000.00 to **Defendant**.

c. **14.93 acres** of property located in Dona Ana County, New Mexico, with an appraised value of $92,500.00 to **Defendant**.

d. **19 Lots** consisting of 100 acres located in Lincoln County, Wyoming, with a value of $250,000.00 to **Defendant**.

e. **Lot in Duchesne County, Utah** valued at $5,300.00 to **Defendant**.

f. **Lot in Daggett County, Utah** valued at $650.00 to **Defendant**.

10. The property at 2225 Roadrunner Lane in Dona Ana County, New Mexico, was purchased by Mr. Richardson and Cecilia Chavez in November of 1999. This is the joint property of Mr. Richardson and Ms. Chavez and is not included in the marital estate.

11. The personal property is as follows and is to be distributed as follows:

a. 500 Shares of Stock in Battlefield Corporation, incorporated in 1975 with all the underlying assets (excluding First National Bank, Kemmerer, account #11806718) to **Defendant** which include:

1. 140.6 acres in Pinedale, WY (distributed in 8(a) above to **Defendant**)
2. 20 acres and a cabin
3. 40 acres raw land in the development
4. numerous contracts receivable on sales of previous lots
5. lot 66 in the subdivision
6. equipment including truck, tractor, snow machines, computers, etc.

b. Stock in A.J. Corporation, incorporated in 1982 with underlying assets and a stipulated value of $113,128.77 including contracts receivable and bank account to **Plaintiff.**

c. Contract receivables for Lava Contracts (this was a land development in Lava Hot Springs, Idaho) valued at $33,000.00 to **Plaintiff.**

d. Contract receivable for sale of property in Casper (sold February 2001) for $30,000.00; ($3000.00 down payment, $27,000.00 owed) to **Plaintiff.**

e. Proceeds from the sale of Walker Ranch in the amount of $152,453.76 (closed November 28, 2001) Ordered by the Court to be held in Escrow until the trial, which was distributed as follows:

1. $76,226.88 check drafted in escrow for Jack Richardson held at Rocky Mountain Title Company
2. $76,226.88 cashier's check drafted directly to Steve Roberts

Plaintiff is to receive the total amount from the sale of this ranch, i.e. $152,453.76.

f. Contract receivable and down payment on 20 acres sold in New Mexico in the amount of $300,000.00 in February of 2001 to **Plaintiff:**

1. $50,000.00 cash
2. $250,000.00 note on balance of sale - 1st payment due February 2002

g. Antique cars, other vehicles and miscellaneous personal property were accumulated during the course of the marriage. Such personal property is listed below and is to be distributed as follows:

Plaintiff is to receive the following as her sole and separate property:

1. Red 1957 Thunderbird
2. Black 1957 Thunderbird
3. 57 Ford Fairlane Sedan
4. 1994 Chevy Lumina
5. Two 1985 Polaris Snowmobiles
6. Antique furniture, kitchenware, beds, artwork, and all other personal property located at the marital residence
7. Jewelry in Plaintiff's possession
8. Tools located in the marital residence
9. Horses and livestock in Plaintiff's Possession

Defendant is to receive the following as his sole and separate property:

1. 1967 Lamborghini Sedan

2. 2000 Ford F250 Pickup

3. 2000 Chevy Pickup

4. 1985 5.0 Nicrocat Boat

5. Furniture, kitchenware, beds, and all other personal property located in New Mexico residence

6. Guns

7. 1995 50 HP John Deere Tractor

8. Furnishings, kitchenware, beds and other personal property located at the cabin

9. Jewelry in Defendant's possession

10. Tools located at the New Mexico residence

11. Horses and other livestock in Defendant's possession

h. 1st National Bank, Las Cruces, NM Account (Jack): 0310095201: Last Accounting filed by Jack 12/19/01 had balance of $35,964.06 to **Defendant.**

i. First National Bank, Kemmerer, Wyoming Account #11806718, Battlefield, Inc.: November accounting filed by Defendant 11/15/01 showed a balance of $91,949.49 prior to him paying over $35,000.00 in attorney's fees and costs. **Plaintiff** is to receive the sum of $91,949.49.

j. First National Bank, Kemmerer, WY (Lava) Account #10053429 with a balance of $4,312.13 to **Defendant.**

k. Bank of Pinedale, Account number 555105852 (Norma's): Last Accounting filed December 12: Balance of $4,190.04 to **Plaintiff.**

l. Rock Springs National Bank: Account # 942859 (A.J. Corporation) Balance of $10,083.65 as of 12/02/01 to **Defendant.**

m. Rock Springs National Bank: Account # 2007777 (Joint Account) Balance of $6,913.87 as of 11/30/01 to **Plaintiff.**

n. Solomon Smith Barney Account 173-01819-12 417 in both Plaintiff's and Defendant's names: account balance as of 11/30/2001 $199,975.35. The sum of $199,975.35 to **Plaintiff.**

12. The Defendant will indemnify and hold Plaintiff harmless for any potential liability to the I.R.S. for the filing of business or personal tax returns during the time period while the parties were married and the same should be the Order of this Court.

13. Each party is to pay his/her own attorneys' fees and costs.

IT IS ORDERED, ADJUDGED AND DECREED: Plaintiff is granted a divorce from Defendant for the reason there are irreconcilable differences in the parties' marriage.

IT IS ORDERED, ADJUDGED AND DECREED: That the real and personal property of the parties are to be divided as set forth in paragraphs eight through thirteen above.

IT IS ORDERED, ADJUDGED AND DECREED: Defendant will indemnify and hold Plaintiff harmless for any potential liability to the I.R.S. for the filing of business or personal tax returns during the time period while the parties were married.

Dated this 14th day of March, 2002.

BY THE COURT:

District Judge

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

pages 556 - 567 are duplicated

LIMITED ROAD 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, Budd & Sons Land Company, a Wyoming General Partnership, the address of which is P. O. Box 650, Big Piney, Wyoming 83113, the undersigned, hereinafter referred to as Grantor, does hereby grant and convey unto Luce Ranches Limited Partnership, whose mailing address is P.O. Box 219, Big Piney, Wyoming 83113, hereinafter referred to as Grantee, an easement and right-of-way to use an existing private road for the purpose of ingress and egress by Grantee, Grantee's partners, Grantee's partners' families, Grantee's employees, Grantee's employees' families and employees' families' guests and persons transacting agricultural business with Grantee, to properties owned by said Grantee and specifically described in Exhibit "A" 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:

> A strip of land being 30 feet in width, being 15 feet either side of the centerline more specifically described on Exhibit "B" 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. Said road shall be maintained as a dirt or gravel road and the same shall not be altered or improved to a better class of road without the prior written permission of Grantor.

2. The rights and permission granted hereunder are granted only for the purposes of ingress and egress by Grantee and the above named to the benefited lands; said rights and permission granted hereunder are granted only to Grantee and the above mentioned persons; such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever; Grantee shall have no right to assign any permission or right which it has hereunder to any other person or entity; this easement and the rights and permission granted hereunder shall continue in force only until such time as Grantee ceases to own the benefited lands, or any portion thereof, or Grantee no longer engages in the ranching business with respect to said benefited lands, or any portion thereof, at which time

290167

RECORDED May 1 2002 10:10 AM
IN BOOK 73 Misc. PAGE 556
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

this easement shall terminate, cease or be nullified as fully and as effectually as though this instrument had never been subscribed and delivered.

3. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including Court costs and attorney's fees, which may result from or be occasioned by Grantee's use hereunder, except that the foregoing shall not apply to liability of Grantor to the extent that such liability is the result of the negligence of Grantor, its employees, agents or assigns.

4. Grantee shall conduct all use and operations hereunder in a fair and reasonable manner, and all necessary precautions will be taken to avoid any damage, other than normal wear and tear, to gates, bridges, roads, culverts, cattle guards, fences, dams, dikes or other stock watering facilities, and that all damage in excess of ordinary wear and tear to the above named facilities shall be reported to the Grantor within Twenty-Four (24) hours and shall be repaired immediately as nearly as possible to the condition existing prior to such operation and that any public hazard, such as a damaged bridge or culvert, caused by operations and use of Grantee, shall be marked or barricaded and proper steps taken for immediately repair thereof.

5. Grantee shall not exercise the rights and permissions granted hereunder in such fashion as to interfere with Grantor's present or future use of its adjacently owned lands or of its ranching business; any such use by Grantee which does so interfere with such present or future use of said adjacent lands shall be immediately discontinued by Grantee and Grantee shall pay damages for such interference.

6. This grant of easement shall in no way be construed to be a grant for public use.

7. Grantor reserves the right to use all roads covered hereunder for its own purposes, so long as such 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 purpose and to charge fees therefor.

8. 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.

9. 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.

10. If default or breach shall be made in any of the conditions herein contained to be kept on the part of the Grantee, Grantor may, at the election of Grantor, declare this Easement terminated and said Easement shall thereafter be null and void and of no further force and effect, provided, however, anything herein contained to the contrary notwithstanding, that Grantor shall not exercise such termination by reason of any default or breach, unless and until the Grantor shall have given the Grantee written notice, by certified mail, of such default or breach, and unless the Grantee shall have failed to remedy such default or breach within a period of Thirty (30) days after the mailing of such notice, and provided further, that any indemnification provision hereunder shall survive such termination.

11. Grantee shall pay all costs and expenses, including reasonable attorney's fees, incurred by Grantor in the enforcement of any portion of this easement against Grantee or incurred in the recovery of any damage of any breach hereof by Grantee.

12. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provision; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

13. Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the above addresses; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of this Easement when signed by any one or more of the notifying parties or their agents, and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the above addresses may be changed for the purposes of this Easement by notification of the opposite party in writing.

14. 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 by the Grantor this 30th day of April, 2002.

Budd & Sons Land Company

By Dan S Budd Rep.
General Partner

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

The foregoing Easement was acknowledged before me by Dan S. Budd, General Partner of Budd & Sons Land Company, this 30th day of April, 2002.

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 LUCE RANCHES LIMITED PARTNERSHIP

OF ACCESS EASEMENT TO "FISH CREEK RANCH"

FROM BUDD & SONS LAND COMPANY

To-wit:--

A strip of land, thirty (30) feet in width, across the NW1/4 of Section 1 and Lot 1 of Section 2, T29N, R114W, and the SE1/4SE1/4 of Section 35, T30N, R114W, Sublette County, Wyoming, thirty (30) feet each side of the following described centerline which follows, more or less, the centerline of the existing road to the Luce Fish Creek Ranch:

BEGINNING at a point on the centerline of the South Piney-Fish Creek County Road No. 23-142, S28°36'50"W, 461.60 feet, of the northeast corner of the SE1/4NW1/4 of said Section 1;

Thence N74°15'42"W, 960.22 feet, to a point;

Thence N70°30'21"W, 977.19 feet, to the point of beginning of a circular curve to the right;

Thence northwesterly, 158.31 feet, along the arc of said curve through a central angle of 30°13'25", having a radius of 300.12 feet and a chord bearing N55°23'39"W, 156.48 feet, to a point at the end of said curve;

Thence N40°16'56"W, 673.30 feet, to the west line of said NW1/4;

Thence continuing N40°16'56"W, 248.95 feet, to the north line of said Lot 1
;

Thence continuing N40°16'56"W, 86.97 feet, to a point;

Thence N39°15'33"W, 1614.74 feet, to a point on the south line of the N1/2SE1/4 of said Section 35, S89°46'37"W, 1283.02 feet, of the southeast corner of said N1/2SE1/4;

With the right-of-way lines being lengthened or shortened as necessary to intersect said south line and the westerly right-of-way line of said County Road;

That the BASIS OF BEARING for this survey and description is the west line of said NW1/4 = N00°21'53"E;

Each "corner" marked as described in a Corner Record on file in the Office of the Clerk of Sublette County;

Each "point" marked by a 3/8" x 12" steel spike referenced by a 5/8" x 24" steel reinforcing rod with a 2" aluminum cap inscribed: "SURVEYOR SCHERBEL LTD BIG PINEY WY PLS3889" and appropriate details set on each right-of-way line;

All in accordance with the exhibit prepared to accompany this legal description titled: "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF ACCESS EASEMENT FOR LUCE RANCHES LIMITED PARTNERSHIP ACROSS NW1/4 SECTION 1 LOT 1 SECTION 2 T29N R114W SE1/4SE1/4 SECTION 35 T30N R114W SUBLETTE COUNTY, WYOMING" dated 14 March 2002

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

30 April 2002

file: luce road des.doc

~60

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

CERTIFICATE OF SURVEYOR

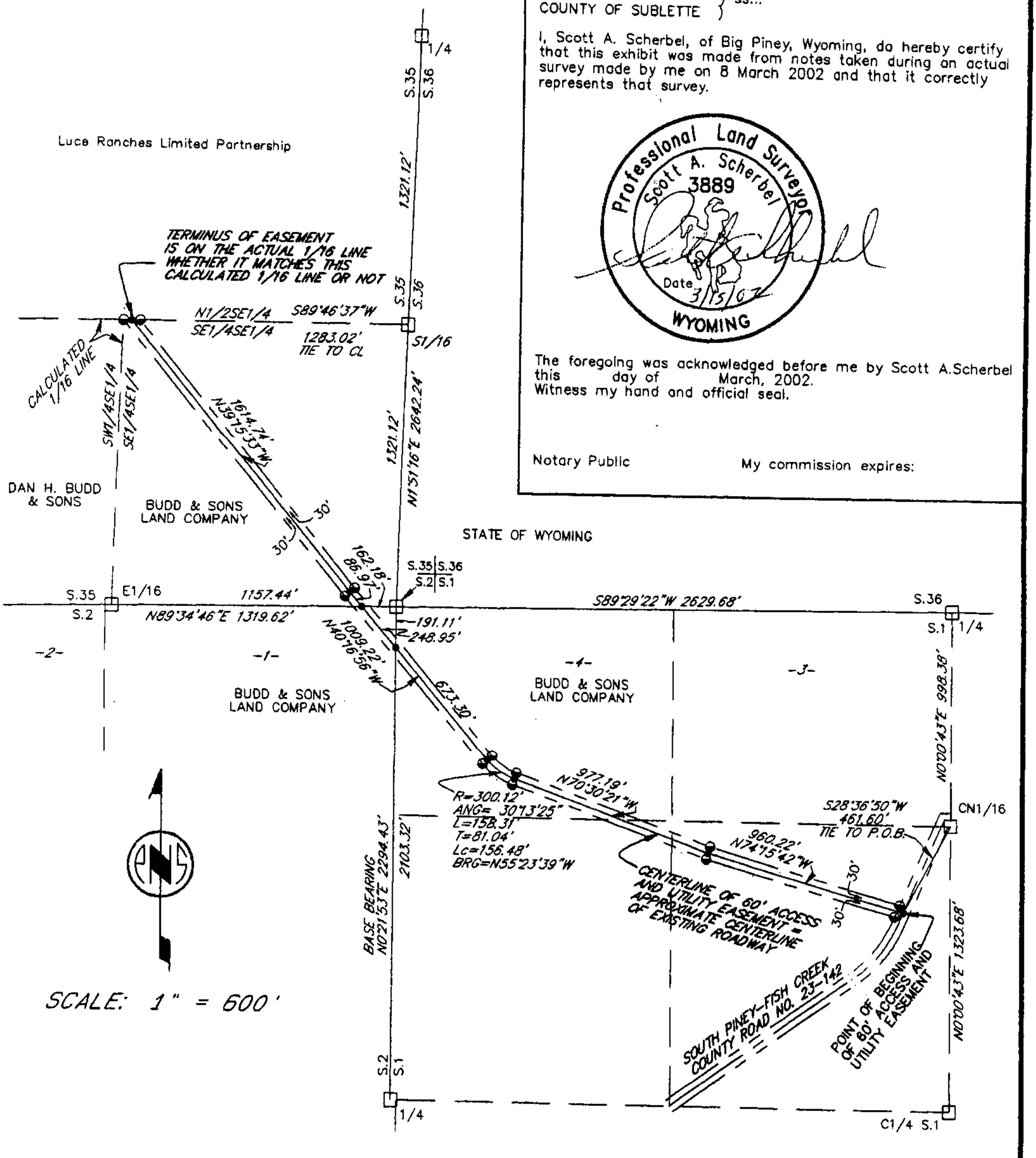
STATE OF WYOMING)
) ss...
COUNTY OF SUBLETTE)

I, Scott A. Scherbel, of Big Piney, Wyoming, do hereby certify that this exhibit was made from notes taken during an actual survey made by me on 8 March 2002 and that it correctly represents that survey.

Professional Land Surveyor
Scott A. Scherbel
3889
Date 3/15/02
WYOMING

The foregoing was acknowledged before me by Scott A.Scherbel this day of March, 2002.
Witness my hand and official seal.

Notary Public My commission expires:



SCALE: 1" = 600'

LEGEND

- ☐ Indicates a Corner Record filed in the Office of the Clerk of Sublette County for corner found this survey.
- ◒ Indicates a 5/8" x 24" steel reinforcing rod with 2" aluminum cap inscribed: "SURVEYOR SCHERBEL LTD BIG PINEY WY PLS3889 ", and appropriate details.
- • Indicates a 3/8" x 12" steel spike set this survey.

EXHIBIT "B"

EXHIBIT TO ACCOMPANY DESCRIPTION OF ACCESS EASEMENT FOR LUCE RANCHES LIMITED PARTNERSHIP ACROSS NW1/4 SECTION 1 LOT 1 SECTION 2 T29N R114W SE1/4SE1/4 SECTION 35 T30N R114W SUBLETTE COUNTY, WYOMING

Copyright © 2002 by Surveyor Scherbel LTD. All rights reserved.

DRAWN BY: SCOTT A. SCHERBEL
DATE: 14 MARCH 2002
PORT: BD-LUCE, DEAN
MAP CATEGORY: EXHIBIT
FIELD BOOK: [redacted]2,13,14
COMPUTER FILE: CAD PRO

SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS
BOX 1296 B[redacted] MARBLETON, WYO. TELEPHONE 307-[redacted]

290168

RECORDED May 1 2002 10:10 AM
IN BOOK 73 Misc PAGE 562
FEES $16.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

LIMITED ROAD 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, Luce Ranches Limited Partnership, a Wyoming Limited Partnership, the address of which is P.O. Box 219, Big Piney, Wyoming 83113, the undersigned, hereinafter referred to as Grantor, does hereby grant and convey unto Budd & Sons Land Co., a Wyoming General partnership, the mailing address of which is P. O. Box 650, Big Piney, Wyoming 83113, hereinafter referred to as Grantee, an easement and right-of-way to use an existing private road for the purpose of ingress and egress by Grantee to the Barbara Budd Ditch lying on properties owned by Grantor and as said ditch is depicted upon that map of record in the Office of the State Engineer of the State of Wyoming under Permit No. 21784 and dated 16 January 1956 in accordance with the copy of part of said map attached hereto, marked Exhibit "A" attached hereto and by this reference made a part hereof, 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:

> A strip of land being 30 feet in width, being 15 feet either side of the centerline of the existing road lying with the lands owned by Grantor specifically described on Exhibit "B" 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. Said road shall be maintained as a dirt or gravel road and the same shall not be altered or improved to a better class of road without the prior written permission of Grantor.

2. The rights and permission granted hereunder are granted only for the purposes of ingress and egress by Grantee and the above named to the benefited lands; said rights and permission granted hereunder are granted only to Grantee and the above mentioned persons; such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever; Grantee shall have no right to assign any permission or right which it has hereunder to any other person or entity; this easement and the rights and permission granted hereunder shall continue in force only until such time as Grantee ceases to own the benefited lands, or any portion thereof, or Grantee

no longer engages in the ranching business with respect to said benefited lands, or any portion thereof, at which time this easement shall terminate, cease or be nullified as fully and as effectually as though this instrument had never been subscribed and delivered.

3. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including Court costs and attorney's fees, which may result from or be occasioned by Grantee's use hereunder, except that the foregoing shall not apply to liability of Grantor to the extent that such liability is the result of the negligence of Grantor, its employees, agents or assigns.

4. Grantee shall conduct all use and operations hereunder in a fair and reasonable manner, and all necessary precautions will be taken to avoid any damage, other than normal wear and tear, to gates, bridges, roads, culverts, cattle guards, fences, dams, dikes or other stock watering facilities, and that all damage in excess of ordinary wear and tear to the above named facilities shall be reported to the Grantor within Twenty-Four (24) hours and shall be repaired immediately as nearly as possible to the condition existing prior to such operation and that any public hazard, such as a damaged bridge or culvert, caused by operations and use of Grantee, shall be marked or barricaded and proper steps taken for immediately repair thereof.

5. Grantee shall not exercise the rights and permissions granted hereunder in such fashion as to interfere with Grantor's present or future use of its adjacently owned lands or of its ranching business; any such use by Grantee which does so interfere with such present or future use of said adjacent lands shall be immediately discontinued by Grantee and Grantee shall pay damages for such interference.

6. This grant of easement shall in no way be construed to be a grant for public use.

7. Grantor reserves the right to use all roads covered hereunder for its own purposes, so long as such 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 purpose and to charge fees therefor.

8. 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.

9. 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.

10. If default or breach shall be made in any of the conditions herein contained to be kept on the part of the Grantee, Grantor may, at the election of Grantor, declare this Easement terminated and said Easement shall thereafter be null and void and of no further force and effect, provided, however, anything herein contained to the contrary notwithstanding, that Grantor shall not exercise such termination by reason of any default or breach, unless and until the Grantor shall have given the Grantee written notice, by certified mail, of such default or breach, and unless the Grantee shall have failed to remedy such default or breach within a period of Thirty (30) days after the mailing of such notice, and provided further, that any indemnification provision hereunder shall survive such termination.

11. Grantee shall pay all costs and expenses, including reasonable attorney's fees, incurred by Grantor in the enforcement of any portion of this easement against Grantee or incurred in the recovery of any damage of any breach hereof by Grantee.

12. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provision; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

13. Except as may be herein otherwise provided, all notices required or permitted herein shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the above addresses; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of this Easement when signed by any one or more of the notifying parties or their agents, and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the above addresses may be changed for the purposes of this Easement by notification of the opposite party in writing.

14. 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 by the Grantor this 30th day of April, 2002.

Luce Ranches Limited Partnership

By Harvey Dean Luce
General Partner

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

The foregoing Easement was acknowledged before me by Harvey Dean Luce, General Partner of Luce Ranches Limited Partnership, this 30th day of April, 2002.

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.

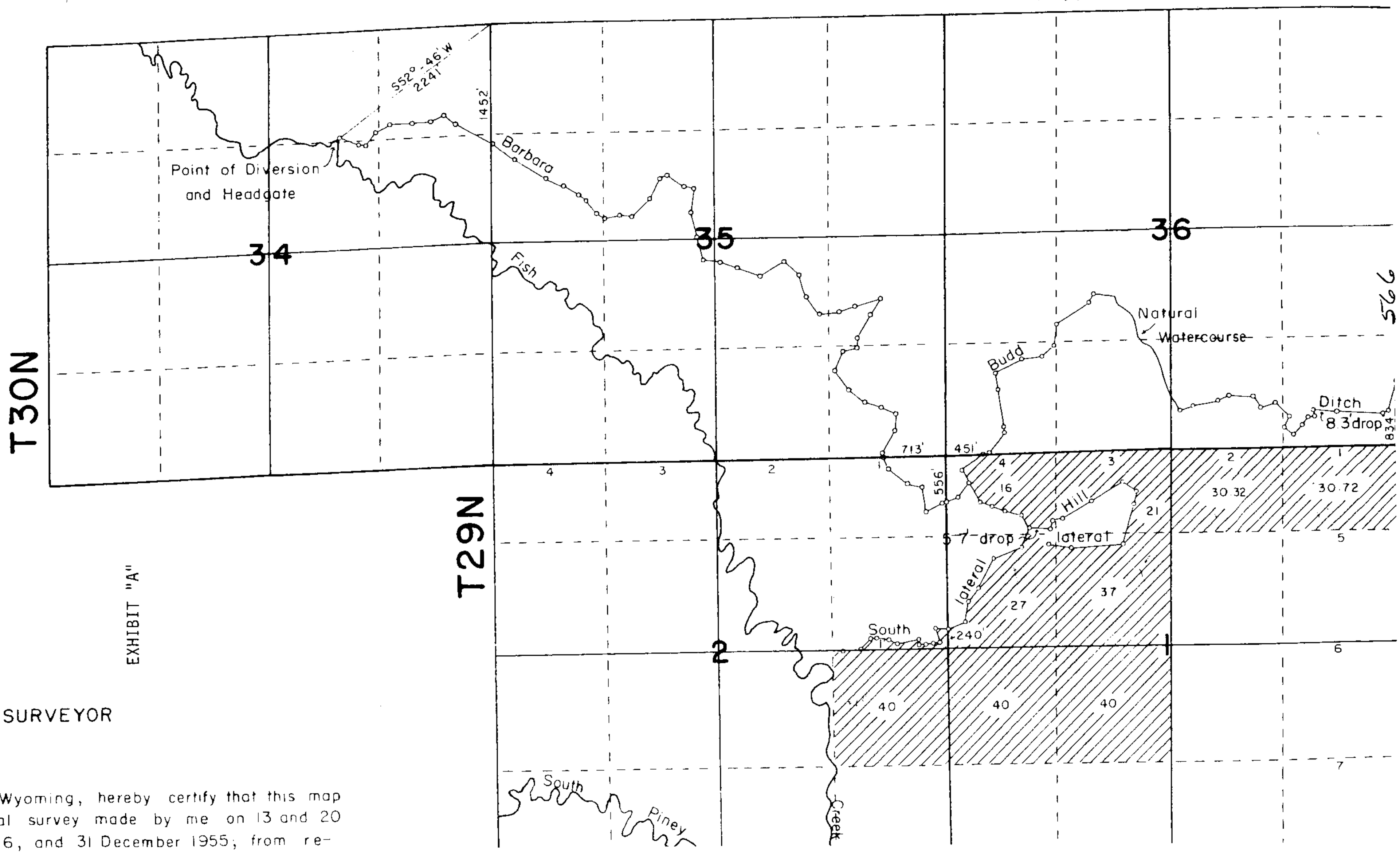


EXHIBIT "A"

CATE OF SURVEYOR

of Big Piney, Wyoming, hereby certify that this map
uring an actual survey made by me on 13 and 20
er, and 24, 26, and 31 December 1955; from re-

EXHIBIT "B"

DESCRIPTION FOR LUCE RANCHES LIMITED PARTNERSHIP

OF ACCESS EASEMENT TO "FISH CREEK RANCH"

FROM BUDD & SONS LAND COMPANY

To-wit:--

A strip of land, thirty (30) feet in width, across the NW1/4 of Section 1 and Lot 1 of Section 2, T29N, R114W, and the SE1/4SE1/4 of Section 35, T30N, R114W, Sublette County, Wyoming, thirty (30) feet each side of the following described centerline which follows, more or less, the centerline of the existing road to the Luce Fish Creek Ranch:

BEGINNING at a point on the centerline of the South Piney-Fish Creek County Road No. 23-142, S28°36'50"W, 461.60 feet, of the northeast corner of the SE1/4NW1/4 of said Section 1;

Thence N74°15'42"W, 960.22 feet, to a point;

Thence N70°30'21"W, 977.19 feet, to the point of beginning of a circular curve to the right;

Thence northwesterly, 158.31 feet, along the arc of said curve through a central angle of 30°13'25", having a radius of 300.12 feet and a chord bearing N55°23'39"W, 156.48 feet, to a point at the end of said curve;

Thence N40°16'56"W, 673.30 feet, to the west line of said NW1/4;

Thence continuing N40°16'56"W, 248.95 feet, to the north line of said Lot 1
;

Thence continuing N40°16'56"W, 86.97 feet, to a point;

Thence N39°15'33"W, 1614.74 feet, to a point on the south line of the N1/2SE1/4 of said Section 35, S89°46'37"W, 1283.02 feet, of the southeast corner of said N1/2SE1/4;

With the right-of-way lines being lengthened or shortened as necessary to intersect said south line and the westerly right-of-way line of said County Road;

That the BASIS OF BEARING for this survey and description is the west line of said NW1/4 = N00°21'53"E;

Each "corner" marked as described in a Corner Record on file in the Office of the Clerk of Sublette County;

Each "point" marked by a 3/8" x 12" steel spike referenced by a 5/8" x 24" steel reinforcing rod with a 2" aluminum cap inscribed: "SURVEYOR SCHERBEL LTD BIG PINEY WY PLS3889" and appropriate details set on each right-of-way line;

All in accordance with the exhibit prepared to accompany this legal description titled: "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF ACCESS EASEMENT FOR LUCE RANCHES LIMITED PARTNERSHIP ACROSS NW1/4 SECTION 1 LOT 1 SECTION 2 T29N R114W SE1/4SE1/4 SECTION 35 T30N R114W SUBLETTE COUNTY, WYOMING" dated 14 March 2002

30 April 2002

file: luce road 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

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

ROAD MAINTENANCE AGREEMENT

This Agreement made and entered into this 23rd Day of April ,20 02 by and between the undersigned parties, provides as follows:

1.That the parties are owners of properties adjacent to the private roads commonly known as:
Phillip Rd.Sunrise Ln, and Ward Rd
With a legal description of:
Big Country Ranches, Boulder Subdivision
Big Country Ranches Subdivision, Unit C, Fourth Filing, Sublette County, Wyoming, Lots 92, 99, 101, and 104
And situated in Sublette County, WY

2.That for and in consideration of the mutual benefits to be derived by the parties herein, the receipts and sufficiency of which is hereby acknowledged, it is the agreed that the undersigned shall maintain the above described roadways from the intersection of
Frontage Rd to a point 1 mile(s)in a manner consistent with automobile use.

3.The parties agree that they shall be jointly and severally reliable for the cost of such maintenance should maintenance be performed or contracted for by a majority vote of the undersigned parties. Each landowner shall have one vote (joint ownership shall be considered as one vote for purpose of this Paragraph).

4.This agreement shall be binding upon the heirs, successors and assigns of the parties herein and shall be doomed 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(s)for a period of 30 years, whichever shall occur first.

Dane P. Kuyat
Signature

#11 PHILLIP RD BOULDER Wyo. 82923
Address

State of Wyoming)
) ss
County of Sublette)

On this 23rd day of April ,20 02 the undersigned, a notary public for the State of Wyoming, recognizes that
Dane P. Kuyat 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 year first above written.

Notary Public for the State of Wyoming
Residing at:
My Commission Expires: November 14th 2004

Michael D Nicholas
Signature

1 Phillip Rd. Boulder Wy. 82925
Address

State of Wyoming)
) ss
County of Sublette)

On this 23rd day of April ,20 02 the undersigned, a notary public for the State of Wyoming, recognizes that
Michael D. Nicholas 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 year first above written.

290199
RECORDED May 1 2002 11:20 AM
IN BOOK 73 Misc. PAGE 556
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Notary Public for the State of Wyoming
Residing at:
My Commission Expires: November 14th 2004

Corey A. Jakobson
Signature

6 Ward Rd Boulder wy 82923
Address

State of Wyomin G)
) ss
County of Sublette)

On this 23rd day of April, 2002 the undersigned, a notary public for the State of Wyoming, recognizes that CoRey A. Jakobson 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 year first above written.

Notary Public for the State of Wyoming
Residing at:
My Commission Expires: November 14th 2004

Michael J. Nutt
Signature

14 Phillip Road
Address

State of Wyomin G)
) ss
County of Sublette

On this 23rd day of April, 2002 the undersigned, a notary public for the State of Wyoming, recognizes that Michael J Nutt 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 year first above written.

Notary Public for the State of Wyoming
Residing at:
My Commission Expires: November 14th 2004

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

290233

RECORDED May 1 2002 4:00p M
IN BOOK 73 Misc. PAGE 558
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Lee

AFFIDAVIT

LORRAINE D. VOSIKA, of lawful age, being first duly sworn upon her oath according to law, deposes and says:

1. That Louis A. Vosika died at Jackson, Teton County, Wyoming, on April 20, 1999.

2. That Louis A. Vosika and Lorraine D. Vosika were married to each other on the 8th day of August, 1942, at Victoria, New Victoria County, State of Texas.

3. That on the 24th day of May, 1989, Louis A. Vosika and Lorraine D. Vosika, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common of an undivided one-half (1/2) interest, purchased an undivided one-half interest in the following described real property from Goldome Realty Credit Corp.:

> Lot One (1), Favazzo Subdivision No. 1, 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 and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record. SUBJECT TO restrictive covenants filed for record on 10/3/67, in Book 24 of Miscellaneous at page 417 in the office of the County Clerk for Sublette County, Wyoming.

4. That Goldome Realty Credit Corp., duly and regularly executed and delivered a Special Warranty Deed dated May 24, 1989, in favor of Gary G. Pastor and Jana V. Pastor, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common of an undivided one-half (1/2) interest, and Louis A. Vosika, and Lorraine D. Vosika, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common of an undivided one-half (1/2) interest, Grantees, which Special Warranty Deed was filed for record in the office of the County Clerk within and for Sublette County, Wyoming, on the 5th day of June, 1989, in Book WD 29, Page 143.

5. That at the time of said purchase, and the execution and delivery of the above-described Special Warranty Deed, the conveyance of a one-half interest in the real property hereinabove described was made to Louis A. Vosika and Lorraine D. Vosika, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common of an undivided one-half (1/2) interest, which created an estate by the entireties, and they owned and held the title to said real property as such husband and wife continuously from said May 24, 1989, until the death of Louis A. Vosika on April 20, 1999.

6. That Lorraine D. Vosika survived Louis A. Vosika, and by virtue thereof, said estate by the entireties vested in her upon the death of said Louis A. Vosika, and that she then became the owner in fee simple of an undivided one-half interest in the above-described real property held as such tenants by the entireties.

7. That this affidavit is made in accordance with the provisions of Section 2-9-102, Wyoming Statutes, 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, Louis A. Vosika, certified to by the public authority in which such original death certificate is made of record.

Dated this 29th day of April, 2002.

Lorraine D. Vosika
Lorraine D. Vosika

Subscribed and sworn to before me this 29th day of April, 2002.

My commission expires:

Theda A. Porter
Notary Public

THEDA A. PORTER NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 1, 2005

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 28

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.)
LOUIS	A.	VOSIKA	Male	April 20, 1999

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.)
504-10-6593	80					September 8, 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
St. John's Hospital & Living Center	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)
South Dakota	Married	Lorraine Wagner

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	Retired Mechanic	Municipality

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sublette	Pinedale	88 Elk 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	White	8	

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
John		Vosika	Mary		Kvasnicha

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mrs. Lorraine Vosika	Spouse

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
Post Office Box 547	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	Apr. 23, 1999	White Mountain 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]	485	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.) 4/27/99

22c. HOUR OF DEATH 7:50 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)
Mike Menolascino M.D., Post Office Box 3009, Jackson, Wyoming 83001

25a. REGISTRAR (Signature) [signature]

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 4/28/99

CAUSE OF DEATH

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

26. IMMEDIATE CAUSE (Final disease or condition resulting in death) ** a. Esophageal Carcinoma, metastatic — Approximate Interval Between Onset and Death: 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 - Conditions contributing to death but not related to cause given in PART I. COPD

27. AUTOPSY (Specify yes or no) No

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

MAY - 3 1999

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	30c. INJURY AT WORK? (Specify yes or no)	30d. DESCRIBE HOW INJURY OCCURRED
	M		

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

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

VR 2-89
8/97 15M

083242

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

DATE ISSUED: [illegible]

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.

WYOMING GREAT SEAL EQUAL RIGHTS

VITAL RECORDS SERVICES SEAL WYOMING

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

560A

On this 17th day of April, 2002, I swear that the attached 3 page right-of-way grant, WYW-0275236, dated September 24, 1963, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290238

RECORDED May 2 2002 8:00AM
IN BOOK 73 Misc PAGE 561
FEES $ 14.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sacka

562A

WSO-F-185
Rev. 10/61

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
P. O. Box 929, Cheyenne, Wyoming

In reply refer to:
210a
Wyoming 0275236

September 24, 1963

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant: Wyoming 0275236

Name of Grantee: Service Pipe Line Co., Service Pipe Line Bldg., Tulsa, Oklahoma

Map showing the location and dimensions of grant:

Map designations: Drawer No. 13, Tracing No. 8463

Date filed: September 6, 1963

Permitted use by grantee: Oil pipeline in accordance with map filed.

Authority for grant: Act of February 25, 1920, as amended

Regulations applicable to grant:

Code reference: 43 CFR 244.60-.66, inclusive

Circular numbers: No. 1915

Date of grant: September 24, 1963

Expiration date of grant: Indefinite

Rental:

Amount: $25.00 for a 5 year period

When payable by grantee: September 24, 1968

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

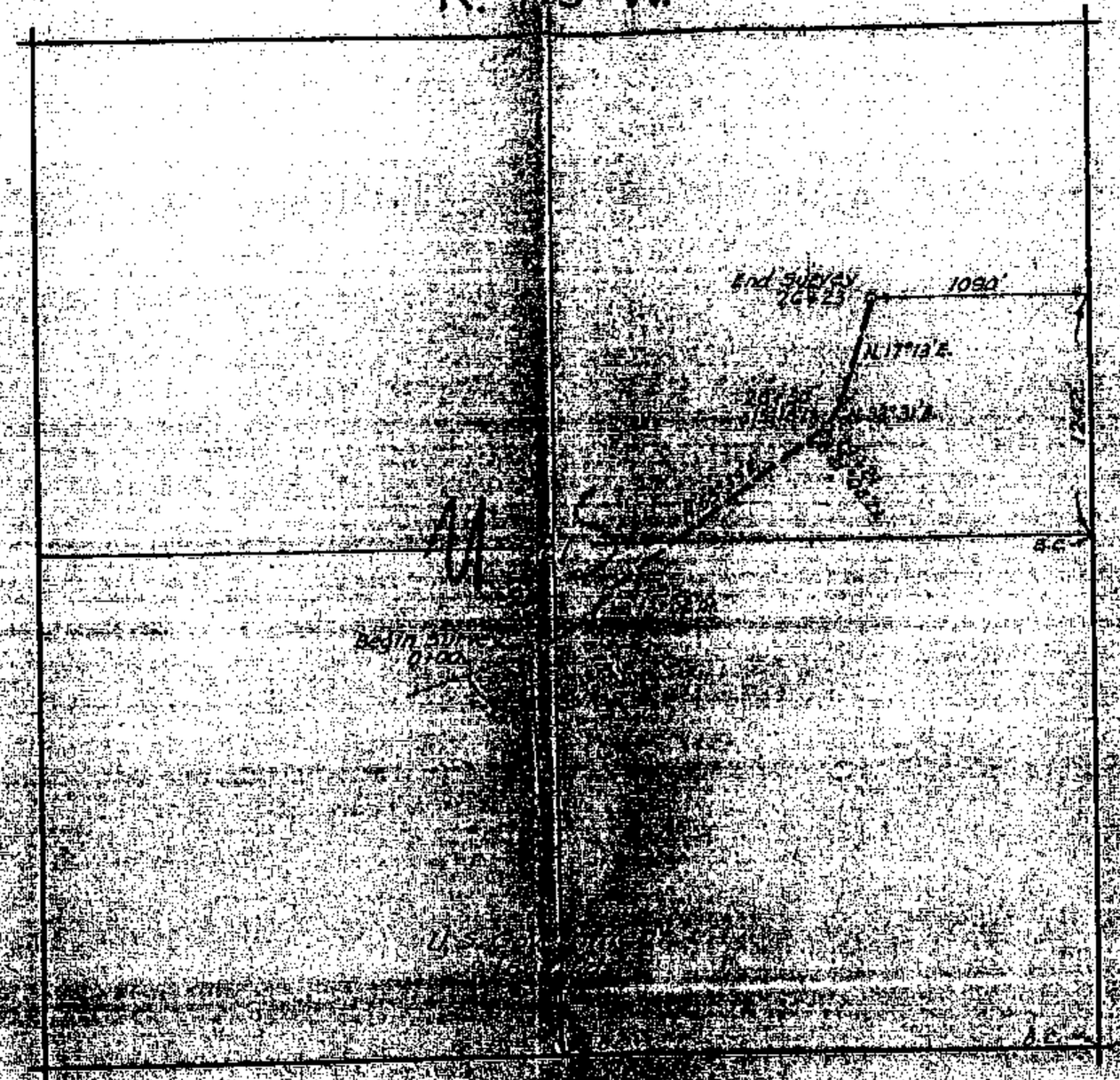
1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. (except 43 CFR 244.9m)
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows:
   See attached stipulations.

(SIGNED) RICHARD E. CLEVELAND

Richard E. Cleveland
Chief, Lands Section

R. 113 W.

T. 27 N.



N

Width of Right of Way: 50 Feet
Total Length of Line: 2423 Feet

STATEMENT

G.L. Maciula states he is, by occupation, the Chief Engineer of Service Pipe Line Company, and the survey of the 4 inch pipe line as described and shown on this map, was made under his supervision and authority, beginning on the 31st day of July, 1963 and ending on the 1st day of August, 1963, and that such survey is accurately represented upon this map.

G.L. Maciula
CHIEF ENGINEER

CERTIFICATE

This is to certify that I, G.L. Maciula, Chief Engineer of Service Pipe Line Company, who executed the statement hereon, is the person authorized applicant to prepare this map which was prepared by the applicant as the approximate [illegible] shown, and that this map [illegible] application, and in order that [illegible] the benefits of Sec. 28, of the [illegible] as amended, and I further certify that the right of way herein described is for the main purpose of [illegible] transportation.

W.S. Green
VICE PRESIDENT OF SERVICE PIPE LINE COMPANY

W.E. Hromadka

LEGEND
U.S.—Vacant Government Land
—Patented Land
S.S.—State Land

WYOMING 0275236

4" CRUDE OIL LINE
CROSSING
GOVERNMENT LAND
AUTH. 39:528X
SUBLETTE CO. WYOMING
SERVICE PIPE LINE CO.

5603A

RIGHT-OF-WAY STIPULATIONS

1. That range improvements such as fencing or reservoirs, etc., within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done during the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The applicant will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the permittee at the total appraised price that is determined by the District Manager.

Harry R Finlayson

Harry R. Finlayson
District Manager

[redacted]

BUREAU OF [redacted]D MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

RunDate/Time: 04/01/02 04:13 PM

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
3.000

Serial Number
WYW--- 0 275236

Serial Number: WYW--- 0 275236

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 275236

Mer Twp Rng Sec	STyp SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0270N 1130W 027	ALIQ	E2NE,SWNE,NESW,NWSE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 275236

Act Date	Code	Action	Action Remarks	Pending Office
09/06/1963	124	APLN RECD		
09/06/1963	971	COST RECOV (PROC) RECD	$10;	
09/07/1963	111	RENTAL RECEIVED	$25;	
09/24/1963	307	ROW GRANTED-ISSUED		
09/24/1963	503	LENGTH IN MILES	2623;	
09/24/1963	504	WIDTH IN FEET (TOTAL)	50;	
09/24/1963	505	DIAMETER OF PIPE	4;	
11/22/1963	287	PROOF CONST/USE ACPT		
08/30/1968	111	RENTAL RECEIVED	$50;	
11/12/1970	940	NAME CHANGE RECOGNIZED	/A/;	
09/19/1978	111	RENTAL RECEIVED	$150;	
05/12/1994	974	AUTOMATED RECORD VERIF	PH;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
09/24/2013	853	COMPL/REVIEW DUE DATE		PINEDALE FIELD OFFICE
01/01/9999	763	EXPIRES		

Serial Number: WYW--- 0 275236

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE CO TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

566A

On this 17th day of April, 2002, I swear that the attached 4 page right-of-way grant WYW-81019, dated September 30, 1982, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290239

RECORDED May 2 2002 8:00 AM
IN BOOK 73 Misc PAGE 566
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Smith

United States Department of the Interior

IN REPLY REFER TO
2800-(460)
W-81019

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

Federal Lands Within:
T.27N. R.113W.
Section 9: SW¼NW¼
Sublette County, WY

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 Section 28 of the Mineral Leasing Act of 1920, as amended, 30 U.S.C. 185 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right authorized by paragraph (p) of the Act and specified at 43 CFR 2881.1-3(c).

SERIAL NUMBER: W-81019 DATE OF FILING: September 9, 1982

NAME OF GRANTEE: AMOCO Pipeline Company
600 South Cherry, Suite 900
Denver, Colorado 80222

AUTHORIZED USE: Cathodic Protection Rectifier (per application)

MAP DESIGNATION: The Hogsback, Wy. USGS 7.5 minute series

DURATION OF GRANT: Twenty (20) years, to expire 9/29/2002

This right-of-way shall be renewed at the end of its term subject to paragraph (n) of the Act and 43 CFR 2881.1-1(f).

RENTAL: Subject to fair market value appraisal. $25.00 advance rental is acknowledged.

This grant is subject to all valid rights existing on the below stated date of execution. Prior to beginning pipeline operations, the grantee shall notify the authorized officer of the Bureau of Land Management that the pipeline system has been constructed and tested in accordance with the grant terms. 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. This grant is subject to the attached stipulations consisting of 2 pages which are incorporated herein.

DATE: 9-30-82

Fred L. Wyatt
For the District Manager

Enclosures

Original
Sent 10-13-82

567A

[redacted] [redacted] [redacted]

W-81019

Saddle Ridge
Gas Well
Gas Well
Gas Well
Water Tank
Western Camp
Wildcat Canyon
Gas Well
Gas Well
Birch Creek
PIPELINES
BIG HORN BASIN
NORTH LA BARGE GAS AND OILFIELD
BM 7316
4689
4688
4687
4686
4685
4684
20'
(LA BARGE) 3968 I SW
8079

Standard Stipulations
Amoco Pipeline Company
Cathodic Protection Rectifier
Case No. W-81019

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. Grantee shall seed all disturbed areas with the seed mixture listed below. Ninety percent pure live seed shall be used. The seed shall be applied by a drill equipped with a depth regulator. Planting depth shall not exceed one-half inch. Where drilling is not possible, seed shall be broadcast and the area shall be raked or chained to cover the seed. It is recommended that seeding be done during the months of September or October following construction completion. The seeding will be repeated until a satisfactory stand, as determined by the authorized officer, is obtained. Evaluation of growth will not be made before completion of the first growing season after seeding. The authorized officer is to be notified 15 days prior to seeding so that arrangements can be made for inspection of the seeding project.

Seed Mixture:

Crested Wheatgrass	2 lbs/acre
Thickspike Wheatgrass	3 lbs/acre
Pubescent Wheatgrass	2 lbs/acre
Western Wheatgrass	3 lbs/acre
Total	10 lbs/acre

7. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on an acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to holder commencing any abandonment and rehabilitation activities.

I have read the Grant and Stipulations 1 through 7 and do hereby agree to all terms and conditions.

I certify that I am authorized to obligate AMOCO Pipeline Company concerning the provisions of this grant.

D. Kruger Jr. — Name

10/4/82 — Date

Division Mgr. — Title

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF [redacted] MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

[redacted]

4 7

01 02-25-1920;041STAT0449;30USC185
Case Type 288101: ROW-O&G FACILITY SITES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
0.290

Serial Number
WYW--- - 081019

Serial Number: WYW--- - 081019

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- - 081019

Mer	Twp	Rng	Sec	STyp	SNr	Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06	027ON	113OW	009	ALIQ			SWNW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- - 081019

Act Date	Code	Action	Action Remarks	Pending Office
09/09/1982	124	APLN RECD		
09/30/1982	005	NEPA ANALYSIS APPROVED		
09/30/1982	065	COST RECOV (MON) RECD	$20;	
09/30/1982	111	RENTAL RECEIVED	$25;	
09/30/1982	307	ROW GRANTED-ISSUED		
09/30/1982	971	COST RECOV (PROC) RECD	$50;	
08/19/1983	111	RENTAL RECEIVED	$25;	
09/24/1984	111	RENTAL RECEIVED	$25;	
02/25/1987	111	RENTAL RECEIVED	$50;	
04/11/1988	111	RENTAL RECEIVED	$7;	
04/23/1993	111	RENTAL RECEIVED	$25;	
01/12/1994	111	RENTAL RECEIVED	$25;	
08/14/1996	974	AUTOMATED RECORD VERIF	PH;	
12/04/1997	950	COMPLIANCE APPROVED		
02/05/1998	111	RENTAL RECEIVED	$9.60;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/A/;	
12/04/2001	853	COMPL/REVIEW DUE DATE		PINEDALE FIELD OFFICE
09/29/2002	763	EXPIRES		

Serial Number: WYW--- - 081019

Line Nr	Remarks
0001	RECEPTIFIER STATION 250' X 50';
0002	/A/ AMOCO PIPELINE CO TO BP PIPELINE (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 9 page right-of-way grant, WYW-134531, dated December 1, 1987, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

Eldon L. Allison

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 April 17, 2002.

Witness my hand and official seal.

Patricia L. Hoover
Notary Public

NOTARY PUBLIC SUBLETTE COUNTY, WYO

My term expires April 16, 2003.

290240

RECORDED May 2 2002 8:00 A M
IN BOOK 73 Misc. PAGE 572
FEES $26.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scales

2800 (460)
WYW-0157183
WYW-134529
WYW-134531

DEC 12 1994

CERTIFIED MAIL P 007 376 780 RETURN RECEIPT REQUESTED

DECISION

Ms. Jeannie Groat
Amoco Pipeline Company
One Mid-America Plaza
Oakbrook Terrace, IL 60181-4723

Amendment to Pre-1973 Rights-of-Way
Authorized Under New Serial Number

Re: Right-of-Way WYW-0157183/M-8111

On November 7, 1961, Service Pipeline Company, now Amoco Pipeline Company, was issued a pipeline right-of-way, WYW-0157183, under the authority of the Mineral Leasing Act (MLA) of 1920. On November 16, 1973, MLA was amended. On November 19, 1981, and December 1, 1987, amendments for CPUs were authorized.

On October 26, 1994, a letter was sent to Amoco requesting a correction in our records concerning amendments authorized on pre-1973 MLA rights-of-way. Pre-1973 MLA rights-of-way can only be amended with certain requirements and these amendments did not meet those requirements.

On November 10, 1994, this office received your request to have the amendments put under new serial numbers.

The amendment's new serial numbers is as follows:

WYW-134529 - T. 23 N., R. 112 W., section 20 - Amoco #36055
WYW-134531 - T. 28 N., R. 113 W., section 28 - Amoco 3592 CPU 1E

Since WYW-134529 is in Kemmerer Resource Area, the casefile will be sent to that office.

Rental bill cycles will be setup for the casefiles accordingly.

Thank you for your cooperation in this matter. If you have any questions concerning this decision, please contact Tracy Hoover at 307-367-4358. /S/ DAVID E. HARPER

/S/ DAVID E. HARPER

Realty Specialist

PHoover:e:\adm\hoover\amoco.cnv:12/12/94

574

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
PINEDALE RESOURCE AREA
P.O. BOX 768
PINEDALE, WYOMING 82941

TAKE PRIDE IN AMERICA

W-0157183
2880 (460)

RIGHT-OF-WAY GRANT AMENDMENT

Section A

1. There is hereby granted, pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185), a nonexclusive, nonpossessory right-of-way to:

Amoco Pipeline Company
600 South Cherry Street, Suite 900
Denver, Colorado 80222

2. To use, subject to terms and conditions set out below, the following described Federal Land:

T. 28 N., R. 113 W.
Tract 50D
6th Principal Meridian, Sublette County, Wyoming.

3. Description of the right-of-way facility and purpose:

The amendment to Right-of-Way W-0157183 is for the construction, operation and maintenance of a cathodic protection unit. The cathodic protection unit consists of a rectifier, a deep anode bed, and a No. 2 buried cable. The right-of-way for the deep anode bed is circular with a 30-foot diameter. The right-of-way for the rectifier is 20-foot by 20-foot square. The right-of-way for the No. 2 buried cable is 10 feet wide by 320 feet in length. The right-of-way area associated with this cathodic protection unit lying outside the pipeline right-of-way (W-0157183) equals 0.08 acres, more or less.

A map showing the location of the right-of-way over the above-described Federal lands is attached hereto as Exhibit A.

Section B

1. The right-of-way Holder agrees to comply with all the applicable regulations contained in 43 CFR 2880.

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 (4 pages), 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.

11. No road(s) shall be built or maintained along the pipeline right-of-way.

12. 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.

W-0157183

13. 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 for 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.

14. Term: To expire November 18, 2011.

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:

Amoco Production
Name (print or type)

T. L. Hayden
Name (signature)

11-19-87
Date

The right-of-way grant is executed this 1st day of Dec, 19 87.

A. Glenn Patton
Authorized BLM Officer

Area Manager
Title

N

R 113 W

T 28 N

342'

183'

28

RECT. MP 6.66

43'

423'

INV 354+65

SUBLETTE CO., WY

SERIES 3592
U.S. GOV'T.

RECEIVED
AUG 21 1987
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
PINEDALE, WYOMING

Amendment to Right-of-Way -015718 3 for Cathodic Protection Unit - Amoco Pipeline Co. See Section A of Amended Grant for R/W Dimensions

GENERAL LOCATION
SCALE 1" = 2000'

BNG 3 TIE IN
INV 341+11

6" B.G. INV 341+28

INV 341+50
Δ 12° 01' LT

6"X8" REDUCER INV 341+36

S 15° 47' W

Exhibit A

HWY.

℄ DRY PINEY RD 350+50

℄ CALPET

3W POWER 351+07

66'

RECTIFIER

20'

NEG. CONN. INV 351+47

AMOCO 8"

300' No. 2 CABLE

250' DEEP ANODE
17 ANODES

ETAIL
E 1"=100'

Cathodic Protection Report Procedure: See APL Engineer's Diagram Manual

37-601 (rev. 5-79)

Manufacturer GOODALL Serial No. _____ Model CSAYSE 30-34GN Date Energized _____

D.C. Rating: Volts 30 Amps 34 Power Company _____

A.C. Input: Volts 120/240 Phase SINGLE (city and state) _____

Wire NO. 2 HMWPE & NO 6 ANODE LEAD Appn. No. _____ Diagram No. _____ Loc. Code 067-56

Connectors NONE BELOW GROUND County SUBLETTE State WY

Splices " " " Line Name, Map No., Line Sheet, and Mile Post: MP 6.66

Anodes 2"x60" DURICHLOR TYPE M BIG PINEY - LA BARGE 8" 27-8309-2

Backfill COKEBREEZE Amoco No. _____ Unit No. 5184

W-0157183

EXHIBIT B

1. Any cultural resource (historic or prehistoric site or objec) 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.

2. The Holder of this authorization shall immediately bring any paleontological resources or fossils discovered as a result of operations under this authorization to the attention of the Authorized Officer. The Holder shall suspend all activities in the vicinity of such discovery until notified to proceed by the Authorized Officer. The Authorized Officer will evaluate, or will have evaluated, such discoveries not later than 5 working days after being notified, and will determine what action shall be taken with respect to such discoveries. The decision as to the appropriate measures to mitigate adverse effects to significant paleontological resources will be made by the Authorized Officer after consulting with the Holder. The Holder may be responsible for the cost of any investigations necessary for the evaluation, and for any mitigative measures.

3. The Holder shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this grant. The Holder shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location of or storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calender year that covers the proposed activities for the next fiscal year (i.e., December 1, 1987, deadline for a fiscal year 1988 action). If need for emergency use of pesticides is identified, the use must be approved by the Authorized Officer. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

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 protect all survey monuments, witness corners, reference monuments, and bearing trees within this (right-of-way, permit) against disturbance during construction, operation, maintenance, and rehabilitation. If any monuments, corners, or accessories are destroyed, obliterated, or damaged during construction, operation, or maintenance, Holder shall secure the services of a Registered Land Surveyor to restore the disturbed monuments, corners, or accessories, at the same location, using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. Holder shall record such survey in the appropriate county and shall send a copy to the Wyoming State BLM Office, P. O. Box 1828, Cheyenne, Wyoming 82001.

6. Holder shall seed all disturbed areas with the seed mixture listed below. The poundage per acre to be seeded shall be pure live seed (PLS). Seed mixture shall contain no primary noxious weeds and secondary noxious weeds content in mixture shall comply with state seed laws. Seed shall be tested and the viability testing of seed shall be done in accordance with state laws and within a six (6) month period prior to planting. Seed used shall be either certified or registered seed. The seed mixture container shall be properly tagged clearly identifying all contents, their percentages, and date of testing.

The seed shall be applied by a drill equipped with a depth regulator to ensure proper depth of planting. The seed mixture shall be evenly and uniformly planted over the disturbed area (i.e. smaller/heavier seeds have a tendency to drop to the bottom of the drill and are planted first; Holder shall take appropriate measures to ensure this does not occur). Where drilling is not possible, seed shall be broadcast and the area shall be raked or chained to cover the seed. When broadcasting the seed the pounds per acre is to be doubled. The seeding will be repeated until a satisfactory stand, as determined by the Authorized Officer, is obtained. Evaluation of growth will not be made before completion of the first growing season after seeding. The Authorized Officer is to be notified a minimum of 15 days prior to seeding of any individual project area so that arrangements can be made for inspection of the seeding project.

W-0157183

SEED MIXTURE:

Species of Seed	Variety	Pounds per acre (PLS)
Intermediate Wheatgrass		6 lbs.
Western Wheatgrass		6 lbs.
	Total	12 lbs/acre

PLS

(Pure Live Seed formula: percentage of germination (x) percentage of purity (x) 100)

7. The Holder shall promptly remove and dispose of all waste caused by its activities as directed by the Authorized Officer. The term "waste" as used herein means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, petroleum products, ashes, and equipment. Wastes shall be disposed of as follows: In an approved waste disposal site

8. The Holder shall contact the Authorized Officer or his representative at least five (5) days prior to the anticipated start of construction to schedule a preconstruction conference. This conference shall be attended by the Holder, or his designated representative(s), and all contractors or agents involved with construction activities under this grant, and the Authorized Officer or his representative(s). The Authorized Officer is the BLM Area Manager, and his designated representative is:

Name: Jeff Daugherty
Title: Realty Specialist
Address: 431 West Pine Street, Pinedale, WY 82941
Telephone No: 307-367-4358

9. Unless specifically excepted by the Authorized Officer, all above ground structures not subject to safety requirements shall be painted by the Holder to blend with the natural landscape. The paint used shall be a color which simulates "Standard Environmental Colors" designated by the Rocky Mountain Five-State Interagency Committee. The color selected for this site is:

Color: Carlsbad Canyon (2.5Y 6/2 *)
* Refer to Munsell Soil Color Charts

10. Before seeding, Holder shall restore all disturbed areas to the original form slope, contour, and soil density to the extent practicable, subject to the Authorized Officer's approval. Stockpiled topsoil shall be the top layer.

11. During the construction, operation, maintenance, and termination of the system, the Holder shall conduct a surveillance and maintenance program designed to: provide for public safety; prevent damage to resources; prevent soil erosion; and maintain system integrity.

12. Holder shall conduct all construction, operation, and maintenance activities in a manner that will avoid or minimize degradation of air, land, and water quality. Toxic material shall not be released in any lake or water drainage. All construction work and subsequent use of the right-of-way shall be consistent with applicable Federal, State, and local laws and regulations relating to safety, water quality, and public health.

13. The Holder shall protect existing telephone, telegraph and transmission lines, roads, trails, fences, ditches, and like improvements during construction, operation, maintenance, and termination of the system. The Holder shall not obstruct any road or trail without the prior approval of the Authorized Officer. Damage caused by the Holder to public utilities and improvements shall be promptly repaired by the Holder to a condition which is satisfactory to the Authorized Officer.

14. NO construction activity, of any type, is allowed or authorized from the period 15 November through 30 April. Relief from this restriction is determined on a case by case basis. Failure to adhere to this stipulation is adequate grounds for the Authorized Officer to terminate the grant.

15. The Holder shall comply with all State of Wyoming statutes governing drilling activities and aquifer protection. Refer to Wyoming State Engineer's "Water Well Minimum Construction Standards."

16. The Holder shall contain and dispose of all drilling fluids and cuttings at an appropriate off-site facility.

17. When the deep anode bed is abandoned, the hole is to be plugged with cement from the total depth to the ground surface.

18. Surface disturbance is prohibited in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

    a. Slopes in excess of 25 percent.

    b. Within important scenic areas (Class I and II Visual Resource Management Areas).

    c. Within 500 feet of surface water and/or riparian areas.

    d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

    e. Construction with frozen material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

582

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

49

RunDate/Time: 04/01/02 04:13 PM

01 02-25-1920;041STAT0449;30USC185
Case Type 288101: ROW-O&G FACILITY SITES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
0.110

Serial Number
WYW--- - 134531

Serial Number: WYW--- - 134531

Name & Address				Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE		100.000000000

Serial Number: WYW--- - 134531

Mer Twp Rng Sec	STyp SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0280N 1130W 028	TR	50D;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- - 134531

Act Date	Code	Action	Action Remarks	Pending Office
08/21/1987	124	APLN RECD		
11/02/1987	065	COST RECOV (MON) RECD	$50;	
11/02/1987	971	COST RECOV (PROC) RECD	$275;	
12/01/1987	307	ROW GRANTED-ISSUED	/A/;	
01/12/1996	111	RENTAL RECEIVED	$3.67;	
08/21/2000	950	COMPLIANCE APPROVED		
01/19/2001	111	RENTAL RECEIVED	$3.98;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
12/01/2010	853	COMPL/REVIEW DUE DATE		PINEDALE FIELD OFFICE
11/18/2011	763	EXPIRES		

Serial Number: WYW--- - 134531

Line Nr	Remarks
0001	/A/ PRE-MLA AMDT ASSIGNED NEW NUMBER-FROM W0157183;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 4 page right-of-way grant, WYW-82488, dated January 21, 1983, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

Eldon L. Allison

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 April 17, 2002.

Witness my hand and official seal.

Patricia L. Hoover
Notary Public

My term expires April 16, 2003.

290241

RECORDED May 2 2002 8:00 AM
IN BOOK 73 Misc. PAGE 583
FEES $ 16.00 Mary L. Lilford COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Locke

UNITED STATES DEPARTMENT OF THE INTERIOR

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

W-82488
2880(460)

RIGHT-OF-WAY

Section A

1. There is hereby granted, pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185), a nonexclusive, nonpossessory right-of-way to:

AMOCO PIPELINE COMPANY
600 South Cherry St., Suite 900
Denver, Colorado 80222

2. To use, subject to terms and conditions set out below, the following described Federal Land:

NE¼NE¼SE¼, sec. 26; T. 29 N., R. 113 W., 6th P.M.

3. Description of the right-of-way facility and purpose:
Linear R/W 25' x 489'
Buried 4" oil pipeline

Section B

1. The right-of-way holder agrees to comply with all the applicable regulations contained in 43 CFR 2880.

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 A (2 pages), attached hereto and made a part hereof.

6. 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.

7. This right-of-way grant shall terminate 30 years from the effective date of this grant unless prior thereto it is relinquished, adandoned, terminated, or otherwise modified pursuant to the terms and conditions of this grant or of any applicable Federal law or regulation. Grant to expire 25 January 2013 .

This right-of-way grant may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest.

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 and conditions of this right-of-way grant:

By: [signature]

Title: Division Mgr.

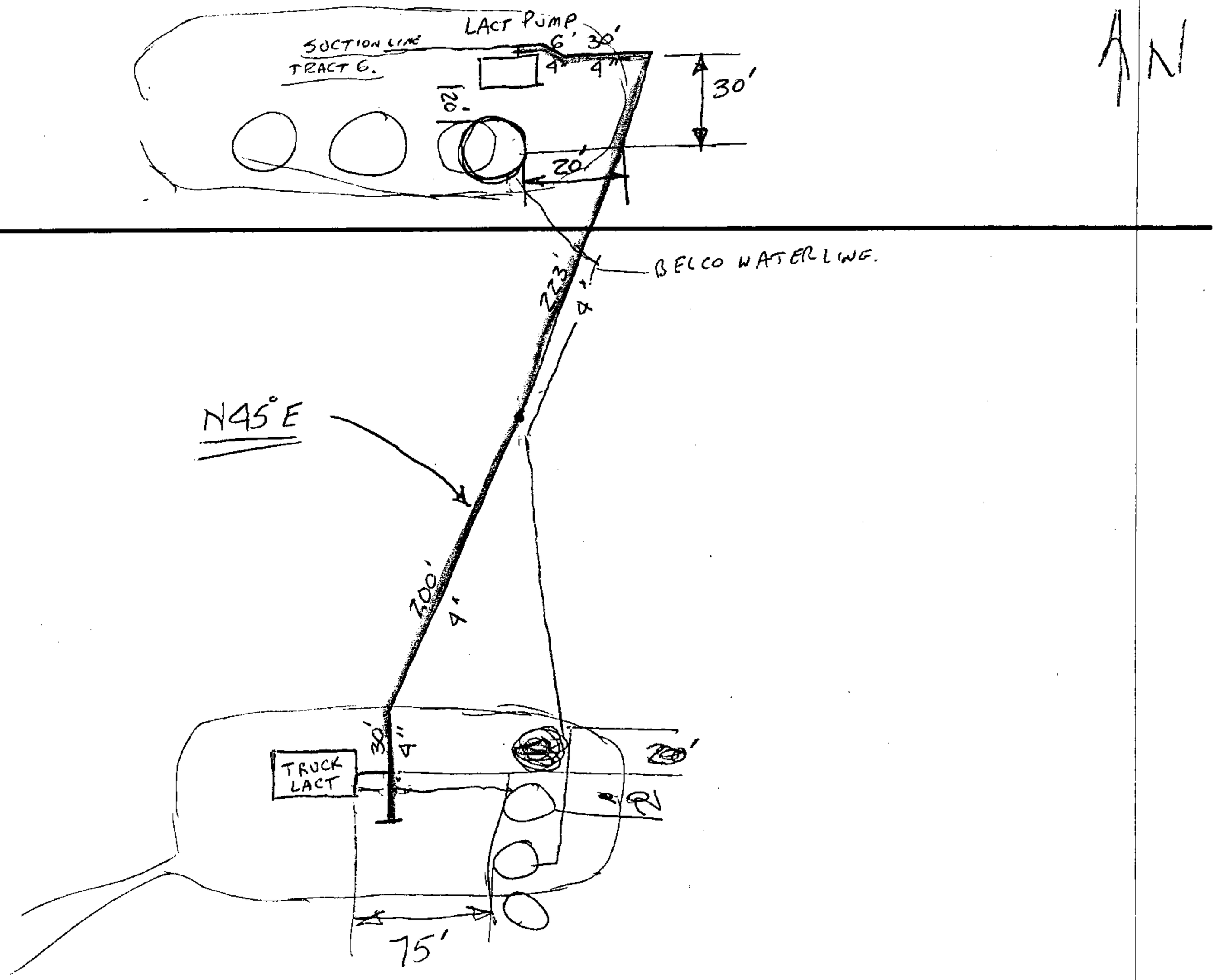
Date: 1/21/83

The right-of-way grant is executed this 26th day of January, 1983.

Jack L. Wyatt
Authorized BLM Officer

[signature]
Title

No. ____ Of ____
File _____
App. _____
Date _____
By _____



N

585

EXHIBIT A
AMOCO Pipeline
Truck Lact. Connection
Within Belco Tank Battery
W-82488

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 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.

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. Grantee shall seed all disturbed areas with the seed mixture listed below. Ninety percent pure live seed shall be used. The seed shall be applied by a drill equipped with a depth regulator. Planting depth shall not exceed one-half inch. Where drilling is not possible, seed shall be broadcast and the area shall be raked or chained to cover the seed. It is recommended that seeding be done during the months of September or October following construction completion. The seeding will be repeated until a satisfactory stand, as determined by the authorized officer, is obtained. Evaluation of growth will not be made before completion of the first growing season after seeding. The authorized officer is to be notified 15 days prior to seeding so that arrangements can be made for inspection of the seeding project.

Seed Mixture:

Crested Wheatgrass	2 lbs/acre
Thickspike Wheatgrass	3 lbs/acre
Pubescent Wheatgrass	2 lbs/acre
Western Wheatgrass	3 lbs/acre
Total	10 lbs/acre

7. Prior to abandonment of the right-of-way, the grantee shall contact the authorized officer to arrange a joint inspection of the right-of-way area. The inspection will be held to agree on an acceptable abandonment and rehabilitation plan. The authorized officer must approve the plan in writing prior to holder commencing any abandonment and rehabilitation activities.

8. In case of change of address, holder shall notify the authorized officer.

588

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

50

RunDate/Time: 04/01/02 04:13 PM

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
0.280

Serial Number
WYW--- - 082488

Name & Address

Serial Number: WYW--- - 082488

				Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532		HOLDER/BILLEE	100.000000000

Serial Number: WYW--- - 082488

Mer Twp Rng Sec	STyp SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0290N 1130W 026	ALIQ	NENESE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- - 082488

Act Date	Code	Action	Action Remarks	Pending Office
12/07/1982	065	COST RECOV (MON) RECD	$20;	
12/07/1982	124	APLN RECD		
12/07/1982	971	COST RECOV (PROC) RECD	$50;	
01/26/1983	005	NEPA ANALYSIS APPROVED		
01/26/1983	307	ROW GRANTED-ISSUED		
01/26/1983	502	LENGTH IN FEET	489;	
01/26/1983	504	WIDTH IN FEET (TOTAL)	25;	
01/26/1983	505	DIAMETER OF PIPE	4;	
01/26/1983	911	REPORT RECEIVED		
01/28/1983	111	RENTAL RECEIVED	$210;	
08/06/1996	974	AUTOMATED RECORD VERIF	PH;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/A/;	
07/01/2002	853	COMPL/REVIEW DUE DATE		
01/25/2013	763	EXPIRES		PINEDALE FIELD OFFICE

Serial Number: WYW--- - 082488

Line Nr	Remarks
0001	/A/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0002	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 3 page right-of-way grant, WYW-0215809, dated October 1, 1962, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290242

RECORDED May 2 2002 8:00AM
IN BOOK 73 Misc. PAGE 589
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

590

WSO-F-185
Rev. 10/61

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
P. O. Box 929, Cheyenne, Wyoming

In reply refer to:
9.40
Wyoming 021580

Morgan 10-1-62

October 1, 1962

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant: Wyoming 021580

Name of Grantee: Service Pipe Line Company, Service Pipe Line Building, Tulsa 2, Oklahoma

Map showing the location and dimensions of grant:

Map designations: 13 8356

Date filed: August 17, 1962

Permitted use by grantee: Oil Pipeline

Authority for grant: Act of February 25, 1920, as amended

Regulations applicable to grant:

Code reference: 43 CFR 244.60 - 244.66, inclusive

Circular numbers: No. 1915

Date of grant: October 1, 1962 (advance approval September 7, 1962)

Expiration date of grant: Indefinite

Rental:

Amount: $25 for five years

When payable by grantee: Next payment due October 1, 1967

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. (except 43 CFR 244.9m)
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows: (See enclosed stipulations).

For the Manager:

David B. Morgan
Chief, Lands Section

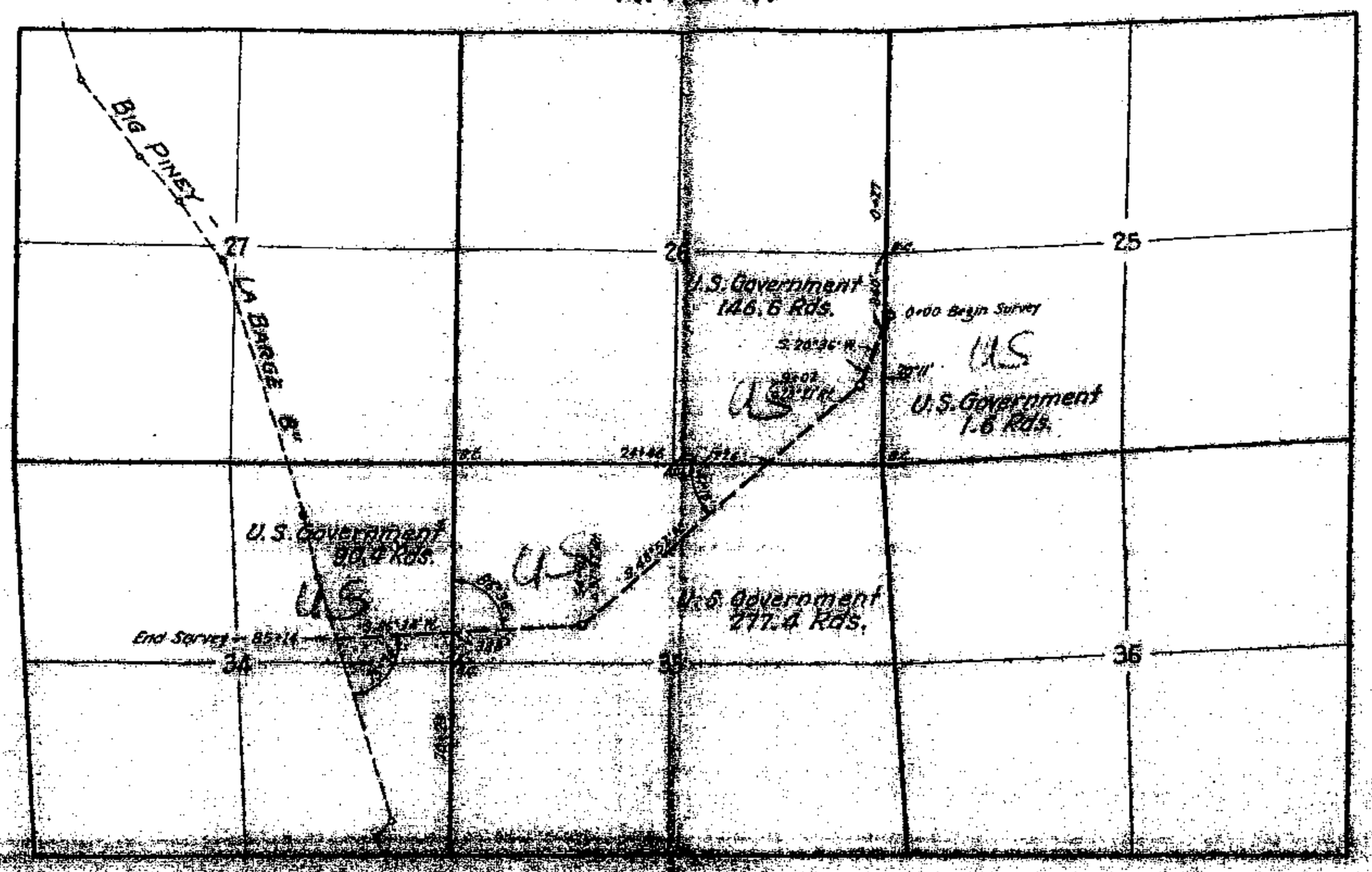
Enclosure

cc:
Director, w/stips, map and serial
BM, W/stips

DBMorgan:hmm 10-1-62

R. 11 W.

T. 27 N.



N

591

AFFIDAVIT

STATE OF OKLAHOMA
COUNTY OF TULSA, ss:

G. L. Macisula, being duly sworn, says that he is Chief Engineer of the Service Pipe Line Company; that the survey of said Company's proposed line as described and shown on this map (being a total length of [illegible] miles) was made under his direction as Chief Engineer of the Company and under his authority, commencing on the 29 day of August, 1962, and ending on the 3rd day of August, 1962, and that such survey is accurately represented upon this map.

G. L. Macisula
CHIEF ENGINEER

Sworn and subscribed to before me this 10 day of August 1962

(SEAL)

CERTIFICATE

021580

I, [illegible], do hereby certify that I am Vice President-Operations, of Service Pipe Line Co., that [illegible] to the accompanying affidavit of the Chief Engineer of said Company, that the survey [illegible] as described and shown on this map was made under the authority of this Company, that [illegible] of this Company at least of construction to construct the said pipe line on the [illegible] pipe line as represented on this map was adopted by the Company on [illegible] day of July, 1962, as the definite location of said line, and that [illegible] been prepared to be filed for the approval of the Secretary of the Interior in order [illegible] the benefits of Section 28 of the Act of February 25, 1920, (41 Stat. 449) as [illegible] the mining of coal, phosphate, oil, oil shale, gas and sodium on the public [illegible] by the Act of August 21, 1935, (49 Stat. 674), and I further certify that the [illegible] is desired for the main purpose of crude oil transportation.

R. P. Sutton
VICE PRESIDENT-OPERATIONS, SERVICE PIPE LINE

R. E. Harrold
SECRETARY

(SEAL OF THE COMPANY)

LEGEND

U. S.—United States Government Land
P. —Patented Land
S. S.—State Land

SERVICE PIPE LINE CO.
4" OIL PIPE LINE
CROSSING

STIPULATIONS
Right-of-Way Application

A. That range improvements such as fencing or reservoirs within the right-of-way area will not be disturbed, or, where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager.

B. The right-of-way be not fenced at this time in order to provide free access to livestock across the highway in their utilization of adjacent range lands. The right is reserved to require the fencing of the highway as a condition of the right-of-way grant at some future date when fencing may be required to control grazing livestock in the area which the right-of-way traverses.

C. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiences as determined to be necessary by the District Manager, Bureau of Land Management. The grantee further agrees to perform such conservation work, including seeding, that may be prescribed by the District Manager to prevent any erosion resulting from construction activities.

D. All disturbed area is to be seeded with crested Wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done during the months of September or October following construction of the pipeline. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made to supervise the seeding project.

Harry R. Finlayson

Harry R. Finlayson
District Manager W-5

[redacted]

BUREAU OF [redacted]D MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

[redacted]

52

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
9.760

Serial Number
WYW--- 0 215809

Serial Number: WYW--- 0 215809

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 215809

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0270N 1130W 025	ALIQ		NWSW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 026	ALIQ		E2SE,SWSE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 034	ALIQ		S2NE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 035	ALIQ		NWNE,E2NW,SWNW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 215809

Act Date	Code	Action	Action Remarks	Pending Office
08/17/1962	124	APLN RECD		
08/17/1962	971	COST RECOV (PROC) RECD	$10;	
08/27/1962	971	COST RECOV (PROC) RECD	$10;	
09/24/1962	111	RENTAL RECEIVED	$50;	
10/01/1962	307	ROW GRANTED-ISSUED		
10/01/1962	503	LENGTH IN MILES	1.61;	
10/01/1962	504	WIDTH IN FEET (TOTAL)	50;	
10/01/1962	505	DIAMETER OF PIPE	4;	
03/04/1964	287	PROOF CONST/USE ACPT		
09/11/1967	111	RENTAL RECEIVED	$50;	
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;	
10/28/1977	111	RENTAL RECEIVED	$100;	
06/08/1994	974	AUTOMATED RECORD VERIF	PH;	
02/05/1998	111	RENTAL RECEIVED	$340.14;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
10/01/2012	853	COMPL/REVIEW DUE DATE		PINEDALE FIELD OFFICE
01/01/9999	763	EXPIRES		

Serial Number: WYW--- 0 215809

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE CO TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 3 page right-of-way grant, WYW-0240672, dated February 20, 1963, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290243

RECORDED May 2 02 8:00AM
IN BOOK 73 Misc. PAGE 594
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WSO-F-185
Rev. 10/61

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
P. O. Box 929, Cheyenne, Wyoming

In reply refer to:

9.40
Wyoming 0210672

Morgan 2-20

February 20, 1963

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant — Wyoming 0210672

Name of Grantee — Service Pipe Line Company, Service Pipe Line Building, Tulsa 2, Oklahoma

Map showing the location and dimensions of grant:

Map designations — Tracing No. 8368, Drawer No. 13

Date filed — January 22, 1963

Permitted use by grantee — Oil pipeline

Authority for grant — Act of February 25, 1920, as amended

Regulations applicable to grant:

Code reference — 43 CFR 244.60 - 244.66, inclusive

Circular numbers — No. 1915

Date of grant — February 20, 1963

Expiration date of grant — Indefinite

Rental:

Amount — $25 for five years

When payable by grantee — Next payment due February 20, 1968

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. (except 43 CFR 244.9m)
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows: (See enclosed stipulations).

For the Manager:

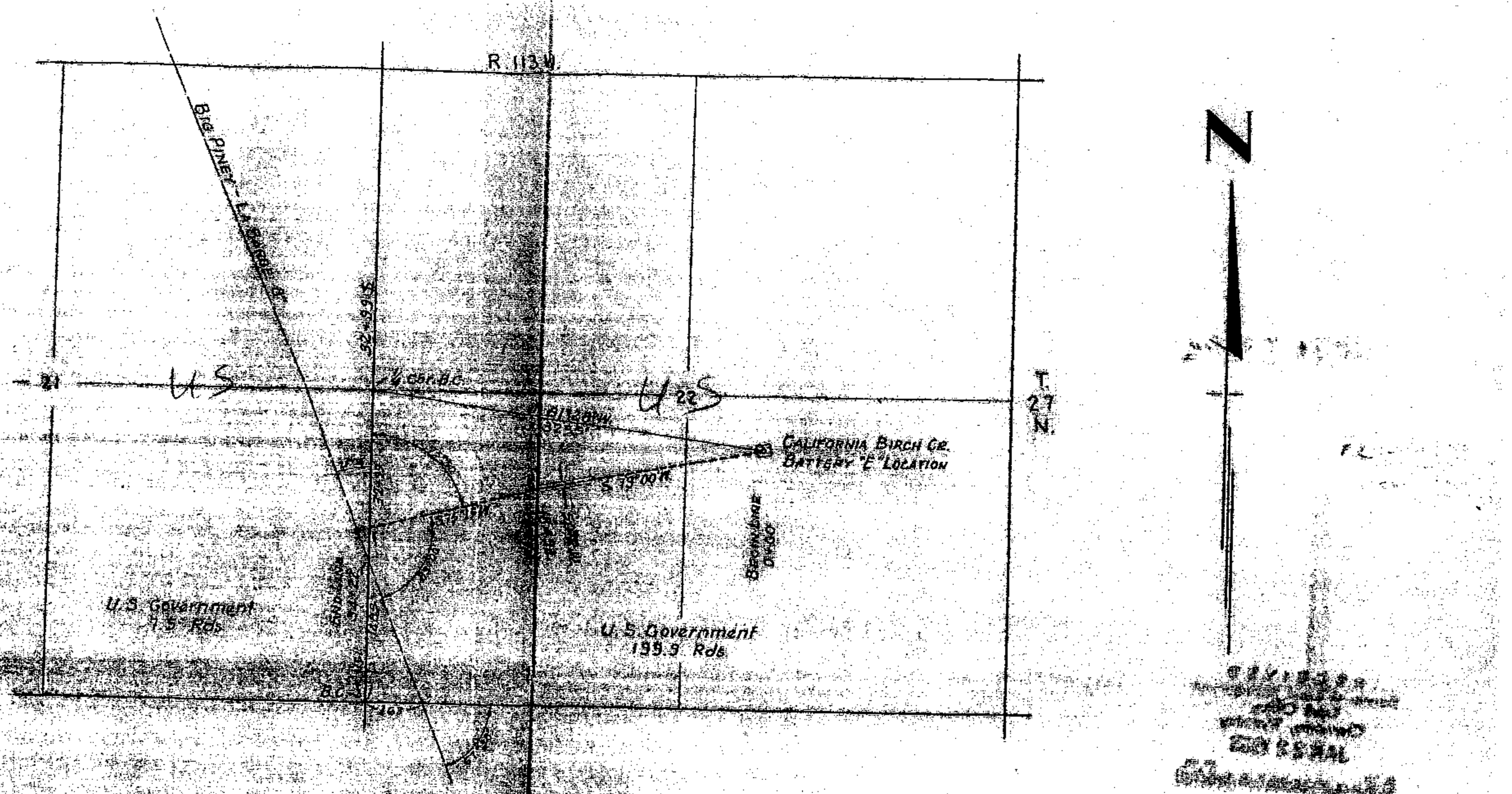
David B. Morgan
Chief, Lands Section

Enclosure

cc:
Director, w/stips, map and serial
DM, Pinedale, w/sp1n, stips and serial

DBMorgan:hmm 2-21-63

Width of Right of Way: 50 feet.
Total Length of Line: 3422 feet.



STATEMENT

G.L. Maciula states he is, by occupation, the Chief Engineer of Service Pipe Line Company, and that the survey of the 4inch pipe line, as described and shown on this map, was made under his supervision and authority, beginning on the 11th day of December 1962 and ending on the 11th day of December 1962, and that such survey is accurately represented upon this map.

G.L. Maciula
Chief Engineer

CERTIFICATE

This is to certify that G.L. Maciula, Chief Engineer of Service Pipe Line Company, who subscribed the statement hereon, is a person employed by the undersigned applicant to prepare this map, which has been adopted by the applicant as the approximate final location of the works thereby shown, and that this map is filed as a part of the Complete application, and in order that the applicant may obtain the benefits of the Act of February 15, 1901 (31 Stat. 790; 43 U.S.C. 959); and further certify that the right-of-way herein described is desired for the main purpose of crude oil transportation.

W.S. Reese
Vice President of Service Pipe Line Co.,

(Seal of the Company)

LEGEND
U.S.—Vacant Government
P.—Patented Land
S.S.—State Land

WYOMING 02406

4" CRUDE OIL LIN
CROSSING
GOVERNMENT L
AUTH. 38898-X
SUBLETTE Co., W
SERVICE PIPE LINE C

596

RIGHT-OF-WAY STIPULATIONS 11/5/62

PIPELINES AND BURIED CABLES

1. That range improvements such as fencing or reservoirs, etc., within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done during the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The applicant will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the permittee at the total appraised price that is determined by the District Manager.

Juel B. Rasmusson
Acting District Manager

598

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

54

RunDate/Time: 04/01/02 04:13 PM

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
4.000

Serial Number
WYW--- 0 240672

Serial Number: WYW--- 0 240672

Name & Address				Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE		100.000000000

Serial Number: WYW--- 0 240672

Mer Twp Rng Sec	STyp	SNr	Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0270N 1130W 021	ALIQ			NESE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 022	ALIQ			N2SW,NWSE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 240672

Act Date	Code	Action	Action Remarks	Pending Office
01/29/1963	124	APLN RECD		
01/29/1963	971	COST RECOV (PROC) RECD	$10;	
01/30/1963	111	RENTAL RECEIVED	$25;	
02/20/1963	307	ROW GRANTED-ISSUED		
02/20/1963	502	LENGTH IN FEET	3422;	
02/20/1963	504	WIDTH IN FEET (TOTAL)	50;	
02/20/1963	505	DIAMETER OF PIPE	4;	
11/22/1963	287	PROOF CONST/USE ACPT		
02/05/1968	111	RENTAL RECEIVED	$50;	
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;	
02/14/1978	111	RENTAL RECEIVED	$100;	
06/01/1994	974	AUTOMATED RECORD VERIF	PH;	
02/05/1998	111	RENTAL RECEIVED	$139.40;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
02/20/2013	853	COMPL/REVIEW DUE DATE		
01/01/9999	763	EXPIRES		PINEDALE FIELD OFFICE

Serial Number: WYW--- 0 240672

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 3 page right-of-way grant, WYW-0244093, dated March 7, 1963, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290244

RECORDED May 2 02 8:00 A M
IN BOOK B Misc. PAGE 599
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

600

WSO-F-185
Rev. 10/61

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
P. O. Box 929, Cheyenne, Wyoming

In reply refer to:
9.40
Wyoming 024093

March 7, 1963

DECISION

RIGHT-OF-WAY GRANTED

Morgan 3/7/63 TS mb

Details of Grant

Serial Number of grant Wyoming 024093

Name of Grantee Service Pipe Line Company, Service Pipe Line Bldg., Tulsa, Okla.

Map showing the location and dimensions of grant:

Map designations 4 inch Crude Oil Line, Sublette Co., Drawer #13, Tracing #6370

Date filed February 11, 1963

Permitted use by grantee Oil Pipe Line

Authority for grant Act of February 25, 1920, as amended

Regulations applicable to grant:

Code reference 43 CFR 244.60 - 244.66 incl.

Circular numbers #1915

Date of grant March 7, 1963

Expiration date of grant Indefinite

Rental:

Amount $25 per 5-year period

When payable by grantee Next payment due March 7, 1968

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. (except 43 CFR 244.9m)
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows: (Stipulations attached)

David B. Morgan
Chief, Lands Section

cc:
Director cy/ with stips and map
BM, Pinedale cy/ stips and map

DBMorgan:mb 3-7-63

W0244093

R.118 W.

26

25

35

36

T. 27 N.

Width of Right of Way: 50 Feet
Total Length of Line: 31268 Feet

U. S. Government
54.8 Rds.

U. S. Government
154.6 Rds.

U. S. Government
154.6 Rds.

BIG PINEY - LA BARGE

N

STATEMENT

G. L. Maciula states he is, by occupation, the Chief Engineer of Service Pipe Line Company, and the survey of the 4 inch crude line as described and shown on this map, was made under his supervision and authority, beginning on the 11th day of December 1962, and ending on the 11th day of December 1962, and that such survey is accurately represented upon this map.

G. L. Maciula
CHIEF ENGINEER

CERTIFICATE

This is to certify that G. L. Maciula, Chief Engineer of Service Pipe Line Company, who subscribed the statement hereon, is the person employed by the undersigned applicant to prepare this map, which has been adopted by the applicant as the approximate true location of the works thereby shown; and that this map is filed as a part of the complete application, and to the end that the applicant may obtain the benifits of Sec. 28 of the act of Feb. 25, 1920 (41 Stat. 449) as amended; and I further certify that the right of way herein described is for the main purpose of crude oil transportation.

W. S. Lee
VICE PRESIDENT OF SERVICE PIPE LINE COMPANY

(SEAL OF THE COMPANY)

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
FEB 9 - 1963

WYOMING
0244093

4" CRUDE OIL LINE
CROSSING
GOVERNMENT LAND
AUTH. 38,795-X
SUBLETTE CO. WYOMING
SERVICE PIPE LINE CO.

601

RIGHT-OF-WAY STIPULATIONS 11/5/62

PIPELINES AND BURIED CABLES

1. That range improvements such as fencing or reservoirs, etc., within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done during the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The applicant will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the permittee at the total appraised price that is determined by the District Manager.

Juel B. Rasmusson

/Juel B. Rasmusson
Acting District Manager

[redacted]

BUREAU OF [redacted]D MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres 3.760

Serial Number WYW--- 0 244093

Serial Number: WYW--- 0 244093

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 244093

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 027ON 113OW 026	ALIQ		S2SE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 027ON 113OW 035	ALIQ		NENE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 244093

Act Date	Code	Action	Action Remarks	Pending Office
02/11/1963	124	APLN RECD		
02/11/1963	971	COST RECOV (PROC) RECD	$10;	
02/12/1963	111	RENTAL RECEIVED	$25;	
03/07/1963	307	ROW GRANTED-ISSUED		
03/07/1963	502	LENGTH IN FEET	3268;	
03/07/1963	504	WIDTH IN FEET (TOTAL)	50;	
03/07/1963	505	DIAMETER OF PIPE	4;	
11/22/1963	287	PROOF CONST/USE ACPT		
03/07/1968	111	RENTAL RECEIVED	$50;	
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;	
02/17/1978	111	RENTAL RECEIVED	$150;	
05/25/1994	974	AUTOMATED RECORD VERIF	PH;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
11/07/2007	853	COMPL/REVIEW DUE DATE		PINEDALE FIELD OFFICE
01/01/9999	763	EXPIRES		

Serial Number: WYW--- 0 244093

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE CO TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 3 page right-of-way grant, WYW-0280385, dated October 23, 1963, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Patricia L. Moore

Notary Public

My term expires April 16, 2003.

290245

RECORDED May 2 2002 8:00 AM
IN BOOK 73 Misc. PAGE 604
FEES $ 14.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

WSO-F-185
Rev. 10/61

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
P. O. Box 929, Cheyenne, Wyoming

In reply refer to:
210a
W-0280385
T. 28 N., Rs. 112-113 W.

October 23, 1963

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant: Wyoming 0280385

Name of Grantee: Service Pipe Line Co., Service Pipe Line Bldg., Tulsa 2, Oklahoma

Map showing the location and dimensions of grant:

Map designations: Drawer No. 13, Tracing No. 8467

Date filed: October 7, 1963

Permitted use by grantee: Oil pipeline right-of-way, according to map filed.

Authority for grant: Act of February 25, 1920

Regulations applicable to grant:

Code reference: 43 CFR 244.60-.66, inclusive

Circular numbers: No. 1913

Date of grant: October 23, 1963

Expiration date of grant: Indefinite

Rental:

Amount: $25 for a 5 year period

When payable by grantee: October 23, 1968

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. (except 43 CFR 244.9m)
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows:

Richard E. Cleveland
Chief, Lands Section

Enclosure

cc:
Dir.
DM, Pinedale

DBMorgan:jmc 10/23/63

1904

RIGHT-OF-WAY STIPULATIONS:

1. That range improvements such as fencing or reservoirs, etc, within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done during the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The applicant will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the permittee at the total appraised price that is determined by the District Manager.

Harry R Finlayson

Harry R. Finlayson
District Manager

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
22.730

Serial Number
WYW--- 0 280385

Serial Number: WYW--- 0 280385

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 280385

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0280N 1120W 029	ALIQ		NWSW,S2SW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1120W 030	ALIQ		SWNE,SENW,NESW,N2SE,SESE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1120W 030	LOTS		2;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 025	ALIQ		SWNE,NWNW,S2NW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 025	LOTS		2-3;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 026	ALIQ		E2NE,NWNE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 026	LOTS		1-2;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 027	LOTS		1;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0280N 1130W 028	TR		50A;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 280385

Act Date	Code	Action	Action Remarks	Pending Office
10/07/1963	124	APLN RECD		
10/07/1963	971	COST RECOV (PROC) RECD	$10;	
10/08/1963	111	RENTAL RECEIVED	$25;	
10/23/1963	307	ROW GRANTED-ISSUED		
10/23/1963	503	LENGTH IN MILES	4.031;	
10/23/1963	504	WIDTH IN FEET (TOTAL)	50;	
10/23/1963	505	DIAMETER OF PIPE	4;	
03/04/1964	287	PROOF CONST/USE ACPT		
09/30/1968	111	RENTAL RECEIVED	$33;	
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;	
11/29/1973	111	RENTAL RECEIVED	$365;	
04/21/1994	111	RENTAL RECEIVED	$734.18;	
05/12/1994	974	AUTOMATED RECORD VERIF	PH;	
01/07/1999	111	RENTAL RECEIVED	$159.11;	
03/21/2000	111	RENTAL RECEIVED	$161.16;	
01/19/2001	111	RENTAL RECEIVED	$164.34;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
02/28/2002	111	RENTAL RECEIVED	$168.20;1	
10/23/2013	853	COMPL/REVIEW DUE DATE		
01/01/9999	763	EXPIRES		PINEDALE FIELD OFFICE

Serial Number: WYW--- 0 280385

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE CO TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 3 page right-of-way grant, WYW-0298811, dated March 26, 1964, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

290246

RECORDED May 2 -- 02 8:00 AM
IN BOOK 73 Misc. PAGE 609
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

610

WSO-F-185
Rev. 10/61

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
~~[illegible]~~
2002 Capitol Avenue
Cheyenne, Wyoming 82001
DECISION

In reply refer to: 210a
Wyoming 0298811
T. 27 N., R. 113 W.

Morgan

March 26, 1964

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant	Wyoming 0298811
Name of Grantee	Service Pipe Line Co., Service Pipe Line Bldg., Tulsa 2, Oklahoma
Map showing the location and dimensions of grant:	
Map designations	Tracing 8478, Drawer 13
Date filed	February 10, 1964
Permitted use by grantee	"Line B" - 4" oil pipeline, according to the map filed
Authority for grant	Act of February 25, 1920, as amended
Regulations applicable to grant:	
Code reference	43 CFR 244.60 - 244.66 incl.
Circular numbers	No. 1915
Date of grant	March 26, 1964
Expiration date of grant	Indefinite
Rental:	
Amount	$25 per 5-year period
When payable by grantee	Next payment due March 26, 1969

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. (except 43 CFR 244.9m)
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows: See enclosed stipulation.

David B. Morgan
Acting Chief, Lands Section

Enclosure

cc:
Director, w/map, stipulation and serial page

DM, Pinedale, w/map, stipulation and serial page

DBMorgan:emm 3-26-64

[redacted] [redacted] [redacted]

612

W-0298811

RIGHT-OF-WAY STIPULATIONS:

1. That range improvements such as fencing or reservoirs, etc, within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done during the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The applicant will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the permittee at the total appraised price that is determined by the District Manager.

Harry R Finlayson

Harry R. Finlayson
District Manager

[redacted]

BUREAU OF [redacted] MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

b1

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
0.530

Serial Number
WYW--- 0 298811

Serial Number: WYW--- 0 298811

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 298811

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 027ON 113OW 035	ALIQ		S2NW,NESW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 298811

Act Date	Code	Action	Action Remarks	Pending Office
02/10/1964	124	APLN RECD		
02/10/1964	971	COST RECOV (PROC) RECD	$10;	
02/11/1964	111	RENTAL RECEIVED	$25;	
03/26/1964	307	ROW GRANTED-ISSUED		
03/26/1964	502	LENGTH IN FEET	461;	
03/26/1964	504	WIDTH IN FEET (TOTAL)	50;	
03/26/1964	505	DIAMETER OF PIPE	4;	
12/30/1964	287	PROOF CONST/USE ACPT		
03/03/1969	111	RENTAL RECEIVED	$100;	
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;	
03/14/1990	111	RENTAL RECEIVED	$13;	
04/21/1994	111	RENTAL RECEIVED	$17.12;	
05/09/1994	974	AUTOMATED RECORD VERIF	PH;	
01/07/1999	111	RENTAL RECEIVED	$18.55;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
03/26/2014	853	COMPL/REVIEW DUE DATE		PINEDALE FIELD OFFICE
01/01/9999	763	EXPIRES		

Serial Number: WYW--- 0 298811

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE CO TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

**NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM**

On this 17th day of April, 2002, I swear that the attached 4 page right-of-way grant, WYW-0298812, dated March 27, 1964, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290247

RECORDED May 2 2002 8:00 AM
IN BOOK 73 Misc. PAGE 614
FEES $ 11.00 County Clerk
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Seeton

WSO-F-185
Rev. 10/61

In reply refer to: 210a

Wyoming 0298812
T. 27 N., R. 112 W.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
[redacted]
2002 Capitol Avenue
Cheyenne, Wyoming 82001

March 27, 1964

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant	Wyoming 0298812
Name of Grantee	Service Pipe Line Company, Service Pipe Line Building, Tulsa 2, Oklahoma

Map showing the location and dimensions of grant:

Map designations	Tracing #8478, Drawer #13
Date filed	February 10, 1964
Permitted use by grantee	Line "C" - 4" oil pipeline, according to map filed
Authority for grant	Act of February 25, 1920, as amended

Regulations applicable to grant:

Code reference	43 CFR 244.60 - 244.66 incl.
Circular numbers	No. 1915
Date of grant	March 27, 1964
Expiration date of grant	Indefinite

Rental:

Amount	$25 per 5-year period
When payable by grantee	Next payment due March 27, 1969

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. (except 43 CFR 244.9m)
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows: **See enclosed stipulations.**

/s/ David B. Morgan
David B. Morgan
Acting Chief, Lands Section

Enclosures 2

cc:
Director, w/map, stipulations and serial page
DM, Pinedale, w/map, stipulations and serial page
Bureau of Reclamation, Salt Lake City 10, Utah

DBMorgan:emm 3-27-64

615

The permittee agrees: (a) to take such precautions as required by the Secretary as to any lands covered by this permit within the area of any Government reclamation project, or in proximity thereto to prevent any injury to the lands susceptible of irrigation under such project or to the water supply thereof, and it shall be the responsibility of the permittee to make satisfactory arrangements with any reclamation homestead entryman occupying the property with respect to any crop or improvement damage sustained by said entryman as a result of the exercise of this permit; (b) to pay any damages caused to any reclamation project or water supply thereof by the permittee's failure to comply fully with the following requirements:

There is reserved to the permittor, its successors and assigns, the superior and prior right at all times to construct and operate and maintain dams, dikes reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures and reclamation works, in which construction, operation and maintenance, the permittor, its successors and assigns, shall have the right to use any or all of the lands herein described without making compensation therefor, and shall not be responsible for any damage from the presence of water thereon or on account of ordinary, extraordinary, unexpected or unprecendented floods. That nothing shall be done under this permit to increase the cost of or interfere in any manner with, the construction or operation and maintenance of such works. It is agreed by the permittee that, if the construction of any or all of said dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone or telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures or reclamation works across, over, or upon said lands should be made more expensive by reason of the existence of the improvements and workings of the permittee thereon, said additional expense is to be estimated by the Secretary of the Interior whose estimate is to be final and binding upon the parties hereto, and that within thirty (30) days after demand is made upon the permittee for payment of any such sums, the permittee will make payment thereof to the United States, or its successors, constructing such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures or reclamation works, across, over or upon said lands; provided, however, that subject to advance written approval by the United States, the location and course of any improvements or works and appurtenances may be changed by the permittee; provided, further, that the reservations, agreements, and conditions contained in the within permit shall be and remain applicable notwithstanding any change in the location or course of said improvements or works of permittees. The permittees further agree that the United States, its officers, agents and employees, and its successors and assigns shall not be held liable for any damage to the improvements or workings of the permittee resulting from the construction, operation and maintenance of any of the works hereinabove enumerated. Nothing in this paragraph shall be construed as in any manner limiting other reservations in favor of the United States contained in this permit.

UT-02-98812

RIGHT-OF-WAY STIPULATIONS:

1. That range improvements such as fencing or reservoirs, etc, within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done during the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The applicant will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the permittee at the total appraised price that is determined by the District Manager.

Harry R Finlayson

Harry R. Finlayson
District Manager

[redacted]

BUREAU OF [redacted] MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

62

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
1.660

Serial Number
WYW--- 0 298812

Serial Number: WYW--- 0 298812

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 298812

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0270N 1120W 031	ALIQ		SENW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1120W 031	LOTS		4;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 298812

Act Date	Code	Action	Action Remarks	Pending Office
02/10/1964	124	APLN RECD		
02/10/1964	971	COST RECOV (PROC) RECD	$10;	
02/11/1964	111	RENTAL RECEIVED	$25;	
03/27/1964	307	ROW GRANTED-ISSUED		
03/27/1964	503	LENGTH IN MILES	.274;	
03/27/1964	504	WIDTH IN FEET (TOTAL)	50;	
03/27/1964	505	DIAMETER OF PIPE	4;	
12/30/1964	287	PROOF CONST/USE ACPT		
03/03/1969	111	RENTAL RECEIVED	$100;	
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;	
03/14/1990	111	RENTAL RECEIVED	$42;	
06/07/1994	111	RENTAL RECEIVED	$53.62;	
06/21/1994	974	AUTOMATED RECORD VERIF	PH;	
01/07/1999	111	RENTAL RECEIVED	$58.10;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
03/27/2014	853	COMPL/REVIEW DUE DATE		PINEDALE FIELD OFFICE
01/01/9999	763	EXPIRES		

Serial Number: WYW--- 0 298812

Line Nr	Remarks
0001	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0002	AMERICA) INC;
00A1	/A/ SERVICE PIPELINE CO TO AMOCO PIPELINE CO;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 1 page letter, assigning WYW-0311729, dated October 18, 2000, and the attached 3 page right-of-way grant, WYW-0311729, dated October 7, 1964, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941

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 April 17, 2002.

Witness my hand and official seal.

Patricia L. Hoover

Notary Public

My term expires April 16, 2003.

290248

RECORDED May 2 20 02 8:00 AM
IN BOOK 73 Misc PAGE 620
FEES $ 16.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Scott

2800 (WY100)
WYW-0311729

October 18, 2000

DECISION

Mr. Todd Kratz
Chevron USA Production Company
1013 West Cheyenne Drive
Evanston, WY 82930

Assignment Application Received
October 6, 2000

Assignment Approved

Re: Pipeline - Birch Creek Unit

On October 6, 2000, an application for assignment of WYW-0311729 from Amoco Pipeline Company to Chevron USA Production Company was received in this office.

All fees have been received.

Chevron USA Production Company has agreed to all the terms, conditions, and stipulations of the right-of-way grant.

Therefore, casefile WYW-0311729 is now assigned from Amoco Pipeline Company to Chevron USA Production Company.

/s/ Eldon Allison
Acting Field Manager

cc: Amoco Pipeline Company
Attn: Lands Department
P.O. Box 460329
Houston, TX 77056-8329

PHoover:U/thoover/wordperfect/0311729.asgn:10/18/00

622

WSO-F-185
(Rev. April '64)

Lockteller
10-7-64

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
2002 Capitol Avenue
Cheyenne, Wyoming 82001

In reply refer to:

810
Wyoming 0311729
T. 27 N., R. 113 W.,

October 7, 1964

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant	**Wyoming 0311729**
Name of Grantee	**Service Pipe Line Company, Service Pipe Line Building, Tulsa 2, Oklahoma**
Map showing the location and dimensions of grant:	
Map designations	**Tracing No. 8505**
Date filed	**September 2, 1964**
Permitted use by grantee	**Oil pipeline, according to the map filed**
Authority for grant	**Act of February 25, 1920, as amended**
Regulations applicable to grant:	
Code reference	**43 CFR 2234.5-1(a) - 2234.5-1(e), inclusive (formerly 43 CFR 244.60 - 244.66, inclusive)**
Circular numbers	**No. 1915**
Date of grant	**October 7, 1964**
Expiration date of grant	**Indefinite**
Rental:	
Amount	**$25 per 5-year period**
When payable by grantee	**Next payment due October 7, 1969**

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. /except 43 CFR 2234.1-3(c)(13)__/
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows:

See enclosed stipulation.

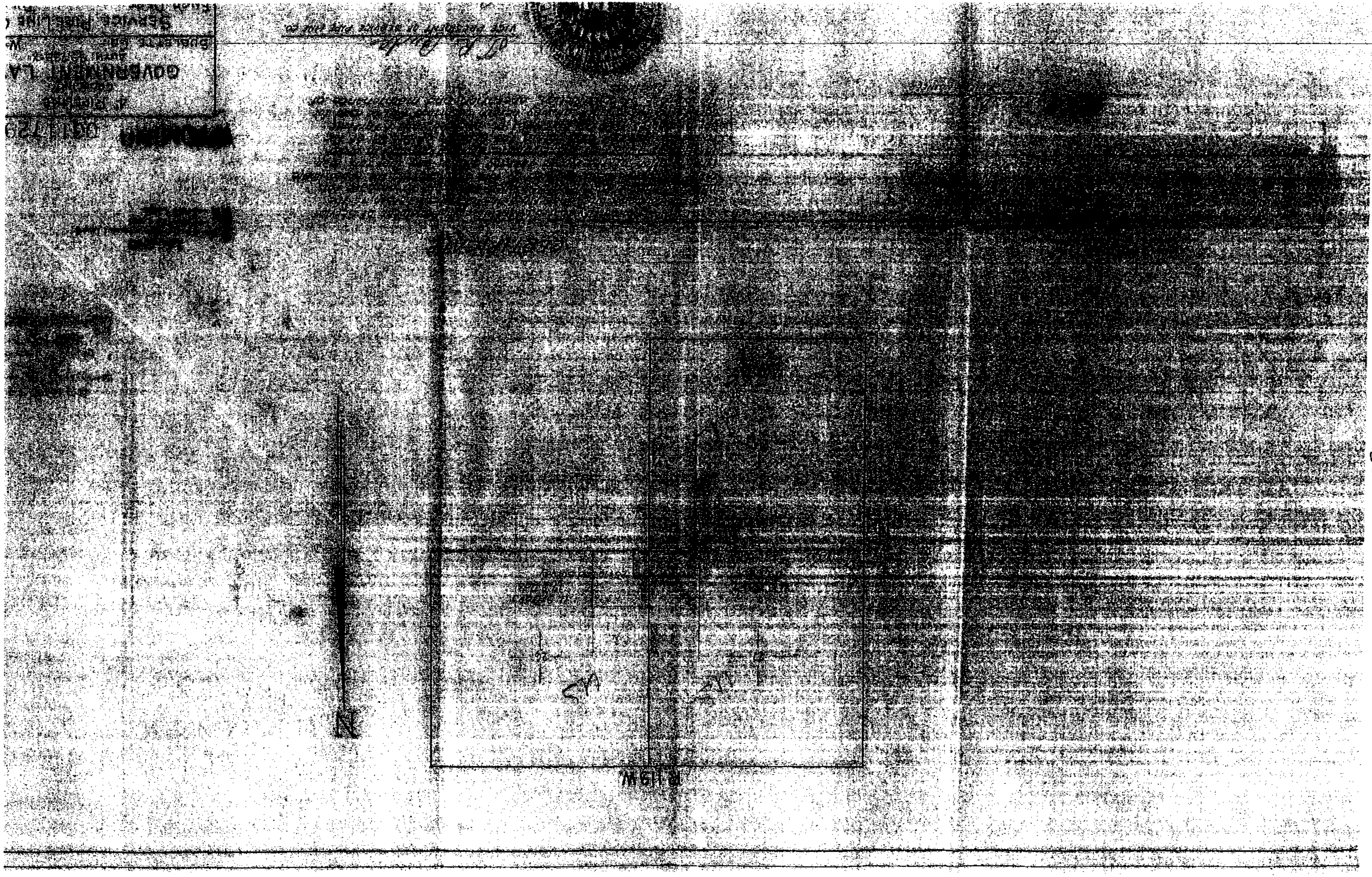
(SIGNED) RICHARD E. CLEVELAND

Richard E. Cleveland
Assistant Manager, Lands

Enclosure

cc:
Director, w/map, serial page and stipulation

DM[redacted]dale, w/stipulation [redacted] [redacted]


GOVERNMENT LA
Service Pipeline
Subscriber Ent.
Jeff Davis
4" Pipeline
T15W
N
1923

RIGHT-OF-WAY STIPULATIONS:

1. That range improvements such as fencing or reservoirs, etc, within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done during the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The applicant will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the permittee at the total appraised price that is determined by the District Manager.

Harry R Finlayson

Harry R. Finlayson
District Manager

[redacted]

BUREAU OF [redacted]D MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres 2.957

Serial Number WYW--- 0 311729

Serial Number: WYW--- 0 311729

Name & Address			Int Rel	% Interest
CHEVRON USA INC	1013 W CHEYENNE DR	EVANSTON WY 829305514	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 311729

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0270N 1130W 026	ALIQ		SWSW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 027	ALIQ		SESE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 034	ALIQ		N2NE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 311729

Act Date	Code	Action	Action Remarks	Pending Office
09/02/1964	124	APLN RECD		
09/02/1964	971	COST RECOV (PROC) RECD	$10;	
09/03/1964	111	RENTAL RECEIVED	$25;	
10/07/1964	307	ROW GRANTED-ISSUED		
10/07/1964	503	LENGTH IN MILES	.488;	
10/07/1964	504	WIDTH IN FEET (TOTAL)	50;	
10/07/1964	505	DIAMETER OF PIPE	4;	
03/03/1965	287	PROOF CONST/USE ACPT		
10/14/1969	111	RENTAL RECEIVED	$100;	
03/14/1990	111	RENTAL RECEIVED	$66;	
01/04/1994	111	RENTAL RECEIVED	$95;	
04/20/1994	974	AUTOMATED RECORD VERIF	PH;	
01/07/1999	111	RENTAL RECEIVED	$103.25;	
10/06/2000	140	ASGN FILED		
10/06/2000	971	COST RECOV (PROC) RECD	$50;	
10/18/2000	139	ASGN APPROVED	FROM AMOCO P/L CO;	
10/07/2014	853	COMPL/REVIEW DUE DATE		PINEDALE FIELD OFFICE
01/01/9999	763	EXPIRES		

Line Nr Remarks **Serial Number: WYW--- 0 311729**

00A1 NAME CHG SRVC P/L/AMOCO; 04/01/1970

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 3 page right-of-way grant, WYW-0314702, dated February 18, 1965, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290249

RECORDED May 2 2002 8:00 AM
IN BOOK 73 Misc. PAGE 626
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seiter

[redacted]

WSO-F-185
(Rev. April '64)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
2002 Capitol Avenue
Cheyenne, Wyoming 82001

In reply refer to:
810
Wyoming 0314702

Approved 2-17-65

Twps. 29 N., Rs. 112, 113 W.

February 18, 1965

T 5 N

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant: Wyoming 0314702

Name of Grantee: Service Pipe Line Co., Service Pipe Line Building, Tulsa, Oklahoma

Map showing the location and dimensions of grant:

Map designations: Tracing No. 8520

Date filed: January 27, 1965

Permitted use by grantee: Oil pipeline, according to the map filed

Authority for grant: Act of February 25, 1920, as amended

Regulations applicable to grant:

Code reference: 43 CFR 2234.5-1(a) - 2234.5-1(e), inclusive

Circular numbers: 2161

Date of grant: February 18, 1965

Expiration date of grant: Indefinite

Rental:

Amount: $25 for 5-year period

When payable by grantee: Next payment due February 18, 1970

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. /except 43 CFR 2234.1-3(c)(13)__/
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows:
   See enclosed stipulation.

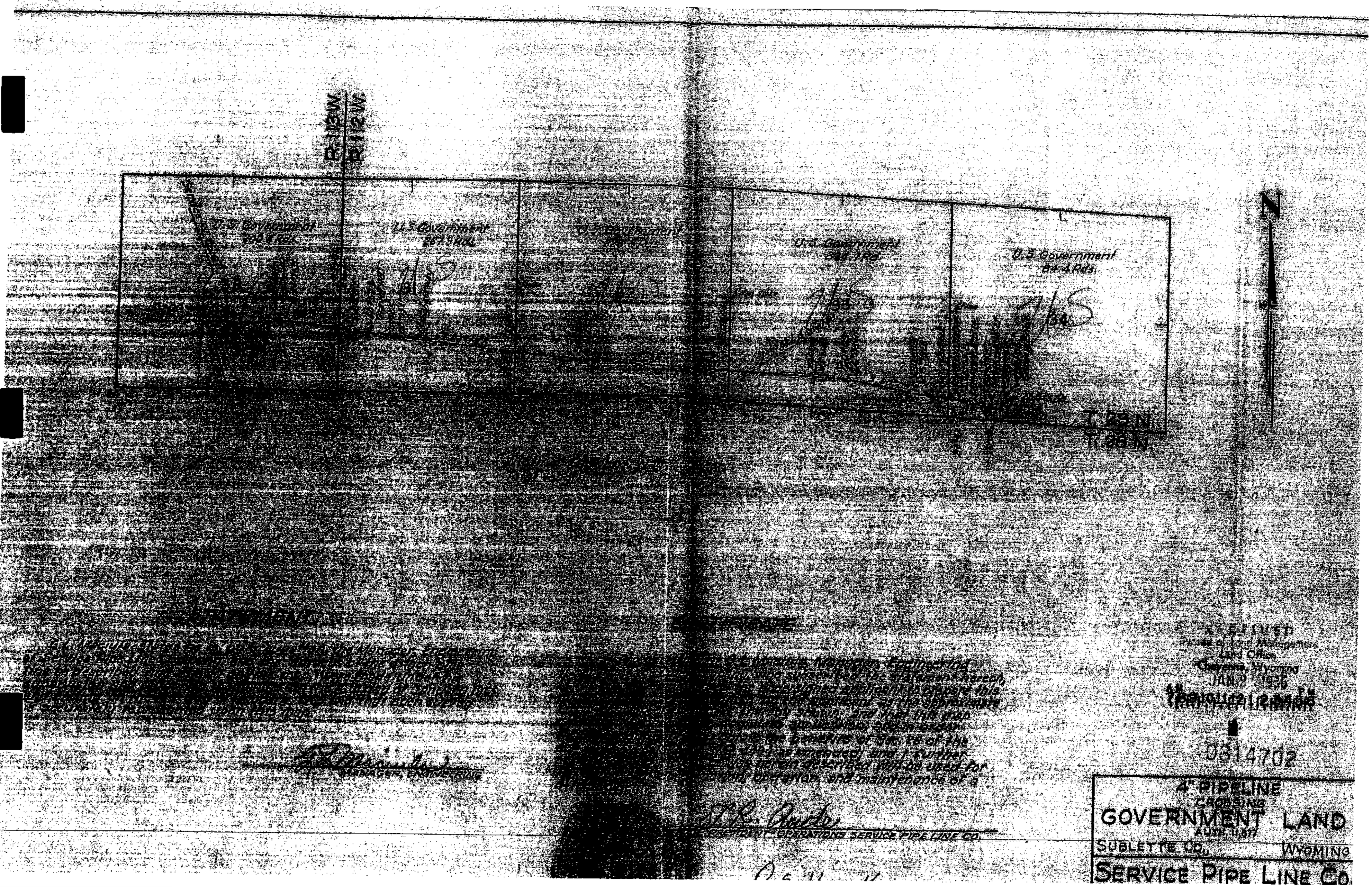
(SIGNED) RICHARD E. CLEVELAND

Richard E. Cleveland
Assistant Manager, Lands

Enclosure

cc:
DM, Pinedale, w/stipulation

627


R. 13 W.
R. 12 W.
U.S. Government
200.8 Rds.
U.S. Government
267.5 Rds.
U.S. Government
U.S. Government
Bd. 4 Rds.
T. 29 N.
T. 28 N.
N
Surveyed
Bureau of Land Management
Land Office
Cheyenne, Wyoming
JAN 9 1936
Approved
Regional Director
0814702
4" PIPELINE
CROSSING
GOVERNMENT LAND
AUG 11 1937
SUBLETTE CO., WYOMING
SERVICE PIPE LINE CO.

628

RIGHT-OF-WAY STIPULATIONS

1. That range improvements such as fencing or reservoirs, etc., within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed 1/2 inch. Seeding is to be done durin the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The applicant will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the permittee at the total appraised price that is determined by the District Manager.

Harry R Finlayson

Harry R. Finlayson
District Manager

630

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

64

RunDate/Time: 04/01/02 04:13 PM

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
22.730

Serial Number
WYW--- 0 314702

Serial Number: WYW--- 0 314702

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 314702

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0290N 1120W 031	ALIQ		E2SW,W2SE,SESE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1120W 031	LOTS		3;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1120W 032	ALIQ		S2S2;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1120W 033	ALIQ		S2S2;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1120W 034	ALIQ		S2SW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 036	ALIQ		NESW,N2SE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 314702

Act Date	Code	Action	Action Remarks	Pending Office
01/27/1965	124	APLN RECD		
01/27/1965	971	COST RECOV (PROC) RECD	$10;	
01/28/1965	111	RENTAL RECEIVED	$25;	
02/18/1965	307	ROW GRANTED-ISSUED		
02/18/1965	503	LENGTH IN MILES	3.75;	
02/18/1965	504	WIDTH IN FEET (TOTAL)	50;	
02/18/1965	505	DIAMETER OF PIPE	4;	
01/07/1966	287	PROOF CONST/USE ACPT		
02/05/1970	111	RENTAL RECEIVED	$100;	
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;	
04/27/1990	111	RENTAL RECEIVED	$128.63;	
04/10/1991	111	RENTAL RECEIVED	$668.25;	
04/11/1994	974	AUTOMATED RECORD VERIF	PH;	
01/30/1996	111	RENTAL RECEIVED	$151.61;	
01/06/1997	111	RENTAL RECEIVED	$154.79;	
02/05/1998	111	RENTAL RECEIVED	$158.43;	
01/07/1999	111	RENTAL RECEIVED	$159.11;	
02/08/2000	111	RENTAL RECEIVED	$161.16;	
01/19/2001	111	RENTAL RECEIVED	$164.34;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
02/28/2002	111	RENTAL RECEIVED	$168.20;1	
02/18/2015	853	COMPL/REVIEW DUE DATE		
01/01/9999	763	EXPIRES		PINEDALE FIELD OFFICE

Serial Number: WYW--- 0 314702

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE CO TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 3 page right-of-way grant, WYW-0324557, dated April 25, 1966, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Patricia L. Hoover

Notary Public

My term expires April 16, 2003.

290250

RECORDED May 2 -- at 8:00 A.M.
IN BOOK 73 Misc PAGE 631
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Scott

632

WSO 2234-6
(June 1965)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
2120 Capitol Avenue
Cheyenne, Wyoming 82001

In reply refer to:
921
W-0324557
T. 27 N., R. 113 W.
April 25, 1966

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant: Wyoming 0324557

Name of Grantee: Service Pipe Line Company, Service Pipe Line Building, Tulsa, Oklahoma

Map showing the location and dimensions of grant:

Map designations: Texaco Lact 4" Line; Mobil Lact 4" Line - LaBarge Gathering

Date filed: April 6, 1966

Permitted use by grantee: Oil Pipelines, according to the map filed

Authority for grant: Act of February 25, 1920, as amended

Regulations applicable to grant:

Code reference: 43 CFR 2234

Circular numbers: 2161

Date of grant: April 25, 1966

Expiration date of grant: Indefinite

Rental:

Amount: $25 for five-year period

When payable by grantee: Next payment due April 25, 1971

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. [except 43 CFR 2234.1-3(c)(13)]
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows: (See enclosed stipulations) Right-of-way width is 50 feet.

/s/ Bill D. Noble

Bill D. Noble
Assistant Manager, Lands

Enclosure

cc:
BM, Pinedale w/stipulations

MBohl:mb 4-25-66

INV. 646+60

INV. 670+74 = 0+00

INV. 708+03

27

519° 54'E

534° 46'E

535° 02'E

536° 31'E

516° 09'E

4 655+57

1297'

86° 00'

S 59° 14' E

463'

MOBIL 4" FROM TIP TOP

ART 27° 25' 12+75

3"

3"

3"

3"

4"

4"

U.S. Gov't.
78.8 Rds

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
APR 6 1966

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

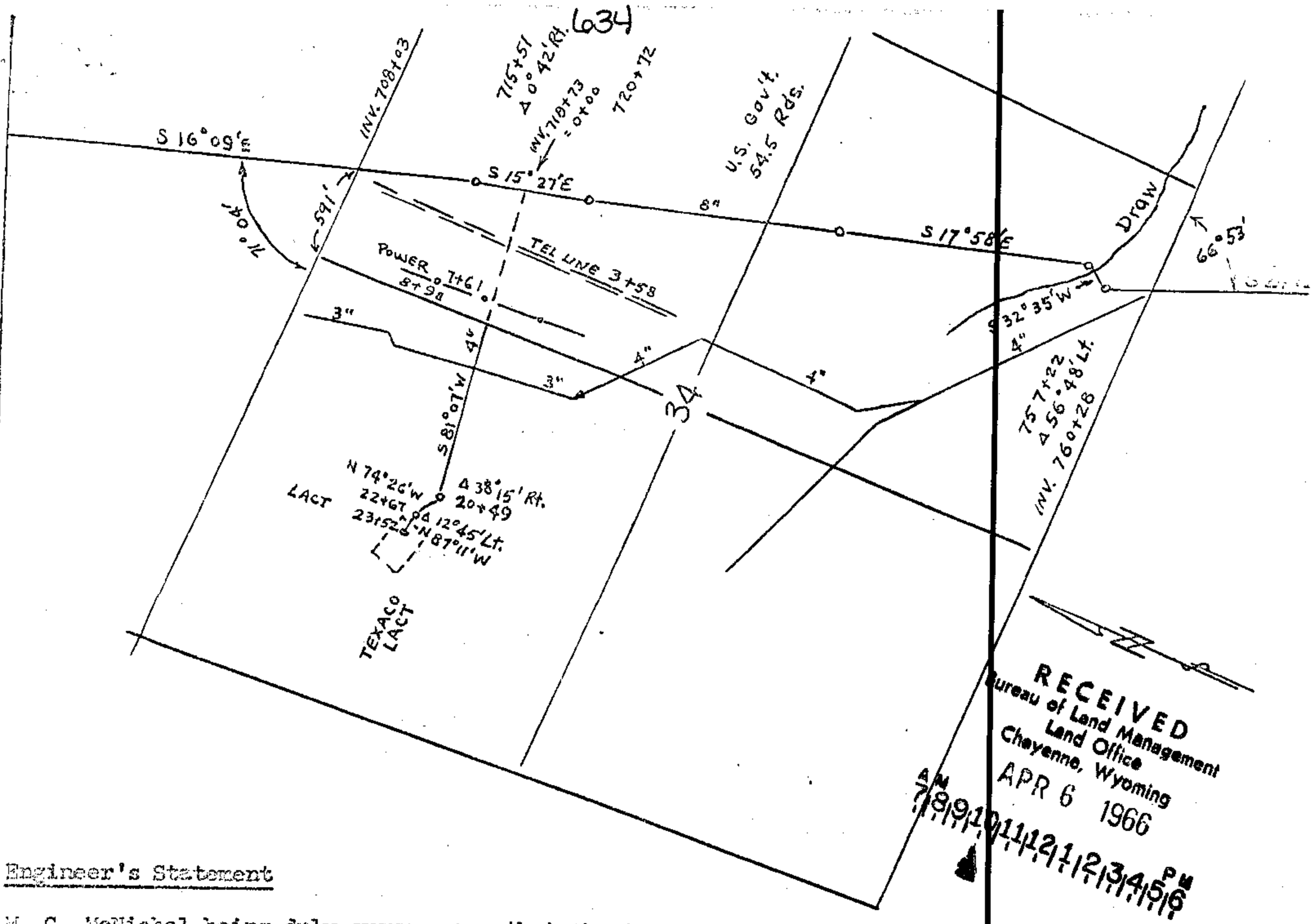
T 27 N ~ R 113 W

MOBIL LACT 4" LINE
LABARGE GATHERING
SUBLETTE CO. WYOMING

SERVICE PIPE LINE CO.
ENGR. DEPT. RAWLINS, WYO.

DRAWN BY MASS | SHEET | DATE 3/14/66
SCALE 1" = 1000' | 2 OF 2

Government Land



Engineer's Statement

M. C. McNichol being duly sworn, says that he is the Division Chief Engineer of the Wyoming Division of Service Pipe Line Company. That the survey of the pipelines shown on these maps was made under his supervision on the 30 day of Oct 1965 and that such survey is accurately represented on these maps.

M. C. McNichol
M. C. McNichol

Applicant's Certificate

This is to certify that M. C. McNichol, Division Chief Engineer of Service Pipe Line Company, who subscribed the statement hereon is the person employed by the undersigned applicant to prepare this map, which has been adopted by the applicant as the approximate final location of the works thereby shown; and that this map is filed as a part of the complete application, and in order that the applicant may obtain the benefits of Sec. 28 of the Act of Feb. 25, 1920 (41 Stat 449) as amended; and I further certify that the right-of-way herein described is desired for construction, operation, and maintenance of two 4-inch oil pipelines.

R. R. Strand
Division Manager
Service Pipe Line Company

Sworn and subscribed to before me this 28th day of March 1966

Jean M. Smith
Notary Public
GOVERNMENT LAND

My commission expires
April 22, 1967

T 27 N ~ R 113 W

TEXACO LACT 4" LINE LABARGE GATHERING SUBLETTE Co. WYOMING	
SERVICE PIPE LINE Co. ENGR. DEPT. RAWLINS, WYO.	
DRAWN GEM SCALE 1"= 1000'	SHEET 1 OF 2
	DATE 3/14/66

WSO 2234-9
(October 1965)

Serial No. W-0824557

RIGHT-OF-WAY STIPULATIONS

PIPELINES AND BURIED CABLES

1. That range improvements such as fencing or reservoirs, etc., within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed ½ inch. Seeding is to be done during the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The grantee will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the grantee at the total appraised price that is determined by the District Manager.

6360

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

66

RunDate/Time: 04/01/02 04:13 PM

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
2.550

Serial Number
WYW--- 0 324557

Serial Number: WYW--- 0 324557

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- 0 324557

Mer Twp Rng Sec	STyp SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0270N 1130W 027	ALIQ	S2NW,NWSW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 034	ALIQ	NWNE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- 0 324557

Act Date	Code	Action	Action Remarks	Pending Office
04/06/1966	124	APLN RECD		
04/25/1966	307	ROW GRANTED-ISSUED		
04/25/1966	503	LENGTH IN MILES	.42;	
04/25/1966	504	WIDTH IN FEET (TOTAL)	50;	
04/25/1966	505	DIAMETER OF PIPE	4;	
09/12/1966	287	PROOF CONST/USE ACPT		
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;	
04/05/1971	111	RENTAL RECEIVED	$100;	
06/03/1992	111	RENTAL RECEIVED	$63;	
01/26/1996	974	AUTOMATED RECORD VERIF	PH;	
01/30/1996	111	RENTAL RECEIVED	$84.71;	
01/19/2001	111	RENTAL RECEIVED	$91.82;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
04/25/2016	853	COMPL/REVIEW DUE DATE		
01/01/9999	763	EXPIRES		PINEDALE FIELD OFFICE

Serial Number: WYW--- 0 324557

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE CO TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 4 page right-of-way grant, WYW-6945, dated July 21, 1967, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290251

RECORDED May 2 2002 8:00 AM
IN BOOK 73 Misc. PAGE 637
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

638

WSO 2234-6
(June 1965)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
2120 Capitol Avenue
Cheyenne, Wyoming 82001

In reply refer to:
W-6945 (921)

T. 30 N., R. 112 W.
T. 29 N., R. 113 W.
T. 30 N., R. 113 W.

July 21, 1967

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant — Wyoming 6945

Name of Grantee — Service Pipe Line Co., Service Pipe Line Bldg., Tulsa, Oklahoma 74103

Map showing the location and dimensions of grant:

Map designations — Star Corral Unit 4" Pipe Line

Date filed — June 26, 1967

Permitted use by grantee — Oil pipeline, according to the map filed

Authority for grant — Act of February 25, 1920, as amended

Regulations applicable to grant:

Code reference — 43 CFR 2234

Circular numbers — 2161, as amended

Date of grant — July 21, 1967

Expiration date of grant — Indefinite

Rental:

Amount — $25 for first five year period

When payable by grantee — Next payment due July 21, 1972

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above. [except 43 CFR 2234.1-3(c)(13)]
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows: (See enclosed stipulations) Right-of-way width is 50 feet--25 feet on either side of centerline.

Bill D. Noble

Bill D. Noble
Assistant Manager, Lands

Enclosure

cc:
DM, Pinedale w/encl.

MBohl:mb 7-21-67

(639

CERTIFICATE OF SURVEYOR

Paul N. Scherbel states he is by occupation a Registered Land Surveyor employed by the Service Pipe Line Company to make the survey of the pipe line as described and shown on this map; that the survey of said works was made by him and under authority, commencing on the 18th day of April, 1967 and ending on the 6th day of May, 1967; and that such survey is accurately represented upon this map.

Paul N. Scherbel

Land Surveyor—Registration no. 164

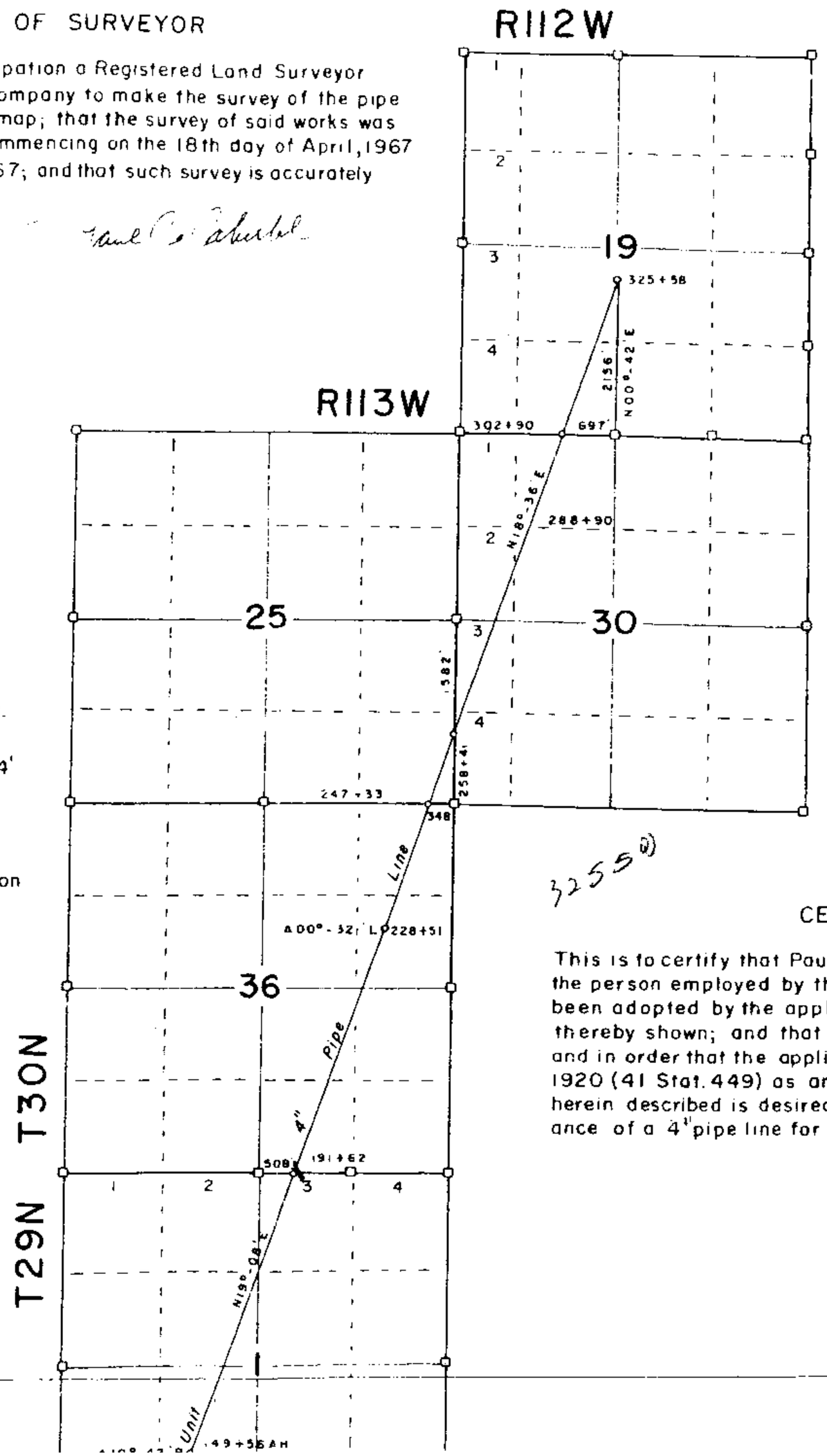
NOTES

Width of right-of-way desired = 50 ft.

Total distance on public lands = 16504'

Diameter of pipe line = 4"

□ = Section corner monument in position



OWNERSHIP LEGEND

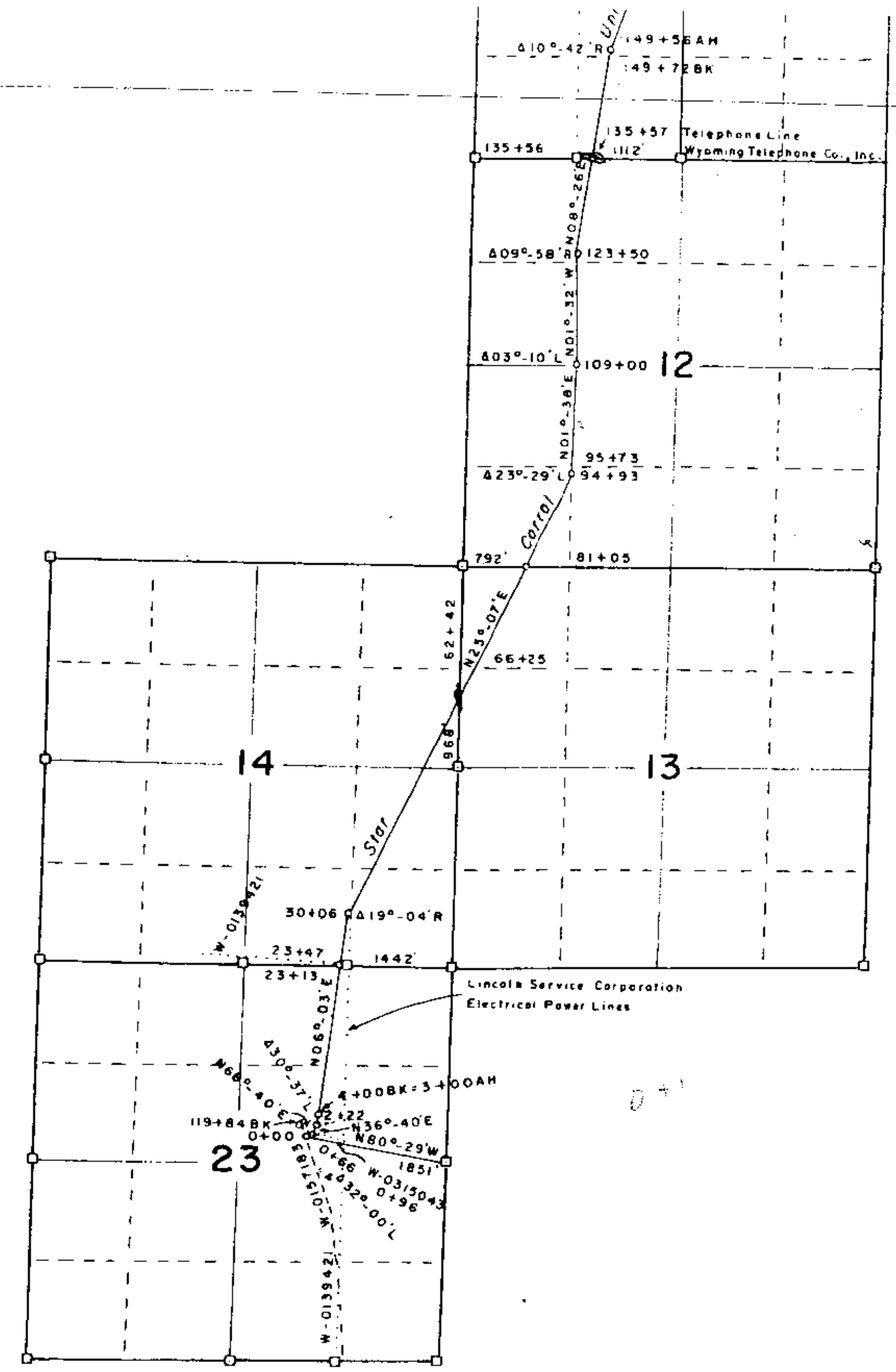
- E. W. McNinch
- Flying W Land and Livestock Company
- Merrill C. Rees
- State of Wyoming
- United States of America

CERTIFICATE OF APPLICANT

This is to certify that Paul N. Scherbel who subscribed the statement hereon is the person employed by the undersigned applicant to prepare this map, which has been adopted by the applicant as the approximate final location of the works thereby shown; and that this map is filed as a part of the complete application, and in order that the applicant may obtain the benefits of the act of 25 February 1920 (41 Stat. 449) as amended; and it is further certified that the right-of-way herein described is desired for the purpose of construction, operation, and maintenance of a 4" pipe line for crude oil transportation.

SERVICE PIPE LINE COMPANY

J. H. Keyes, Jr., Division Manager
Wyoming Division



RECEIVED
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1967 APR 26 AM 11 53 2
RECEIVED
LAND OFFICE
CHEYENNE, WYOMING

V- 6945

MAY TO
ACCOMPANY APPLICATION FOR
RIGHT-OF-WAY FOR THE

BIG PINEY GATHERING SYSTEM
STAR CORRAL UNIT 4" PIPE LINE

Applicant
SERVICE PIPE LINE COMPANY
Tulsa, Oklahoma

Scale 1"=2000'

646

WSO 2234-9
(October 1965)

Serial No. W-0945

RIGHT-OF-WAY STIPULATIONS

PIPELINES AND BURIED CABLES

1. That range improvements such as fencing or reservoirs, etc., within the right-of-way area will not be disturbed, or where disturbance is necessary that they will be left in the original or better condition as is determined by the District Manager or his delegates.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will install a gate and/or cattle guard in the fence.

3. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

4. All disturbed areas are to be seeded with crested wheatgrass at the rate of 10 pounds per acre. The seed is to have a germination of 90%. The seeding is to be done by drilling with a drill equipped with a depth regulator to insure even depth of planting not to exceed ½ inch. Seeding is to be done during the months of September or October following construction completion. This seeding will be repeated until a satisfactory stand, as determined by the District Manager or his delegates, is obtained. The District Manager of the Bureau of Land Management is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project.

5. Proper precaution will be taken at all times to prevent and suppress fires. The grantee will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the District Manager in charge of administration of the public lands involved.

6. In the event it is determined necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the grantee at the total appraised price that is determined by the District Manager.

642

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

67

RunDate/Time: 04/01/02 04:13 PM

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
18.944

Serial Number
WYW--- - 006945

Serial Number: WYW--- - 006945

Name & Address				Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532		HOLDER/BILLEE	100.000000000

Serial Number: WYW--- - 006945

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0300N 1120W 030	ALIQ		SENW,NESW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0300N 1120W 030	LOTS		2,3,4;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 001	ALIQ		SWNE,SENW,E2SW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 001	LOTS		2,3;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 014	ALIQ		SENE,E2SE,SWSE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0290N 1130W 023	ALIQ		W2NE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0300N 1130W 025	ALIQ		SESE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- - 006945

Act Date	Code	Action	Action Remarks	Pending Office
06/26/1967	124	APLN RECD		
07/21/1967	307	ROW GRANTED-ISSUED		
07/21/1967	503	LENGTH IN MILES	3.12;	
07/21/1967	504	WIDTH IN FEET (TOTAL)	50;	
07/21/1967	505	DIAMETER OF PIPE	4;	
02/01/1968	288	PROOF CONST/USE FILED		
08/14/1968	287	PROOF CONST/USE ACPT		
04/01/1970	940	NAME CHANGE RECOGNIZED	/A/;	
06/15/1972	111	RENTAL RECEIVED	$300;	
07/22/1992	111	RENTAL RECEIVED	$279.08;	
12/23/1994	111	RENTAL RECEIVED	$619;	
01/30/1996	974	AUTOMATED RECORD VERIF	PH;	
02/08/2000	111	RENTAL RECEIVED	$134;	
01/19/2001	111	RENTAL RECEIVED	$136.65;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/B/;	
02/28/2002	111	RENTAL RECEIVED	$139.86;1	
07/21/2007	853	COMPL/REVIEW DUE DATE		
01/01/9999	763	EXPIRES		PINEDALE FIELD OFFICE

Serial Number: WYW--- - 006945

Line Nr	Remarks
0001	/A/ SERVICE PIPELINE TO AMOCO PIPELINE CO;
0002	/B/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0003	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

On this 17th day of April, 2002, I swear that the attached 7 page right-of-way grant WYW-37029, dated November 8, 1972, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290252

RECORDED May 2 2002 8:00 AM
IN BOOK 73 Misc. PAGE 643
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

6044

WSO 2800-6
(Revised Nov. 1970)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
2120 Capitol Avenue
P. O. Box 1828
Cheyenne, Wyoming 82001

In reply refer to:
W-37029 (943)

T. 29 N., R. 113 W.
Sublette County

November 8, 1972

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of Grant	Wyoming 37029
Name of Grantee	Amoco Pipeline Company, 700 Security Life Bldg., Denver, CO 80202
Map showing the location and dimensions of grant:	
Map designations	Amoco Heater Site & Pipeline
Date filed	October 2, 1972
Permitted use by grantee	Heater Site and Gas Pipeline, according to the map filed
Authority for grant	Act of February 25, 1920, as amended
Regulations applicable to grant:	
Code reference	43 CFR 2800
Circular numbers	2265
Date of Grant	November 8, 1972
Expiration date of grant	Indefinite
Rental:	
Amount	Initial fee is $100 for first 20-year period
When payable by grantee	Next payment due November 8, 1992. Fee to be determined through reappraisal of grant.

Terms and Conditions of Grant

Under authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964, as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above.
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows: (see enclosed stipulations)
   Right-of-way width is the extent of the ground occupied by the pipeline and 25 feet on either side thereof. Heater site is 20 feet by 30 feet.

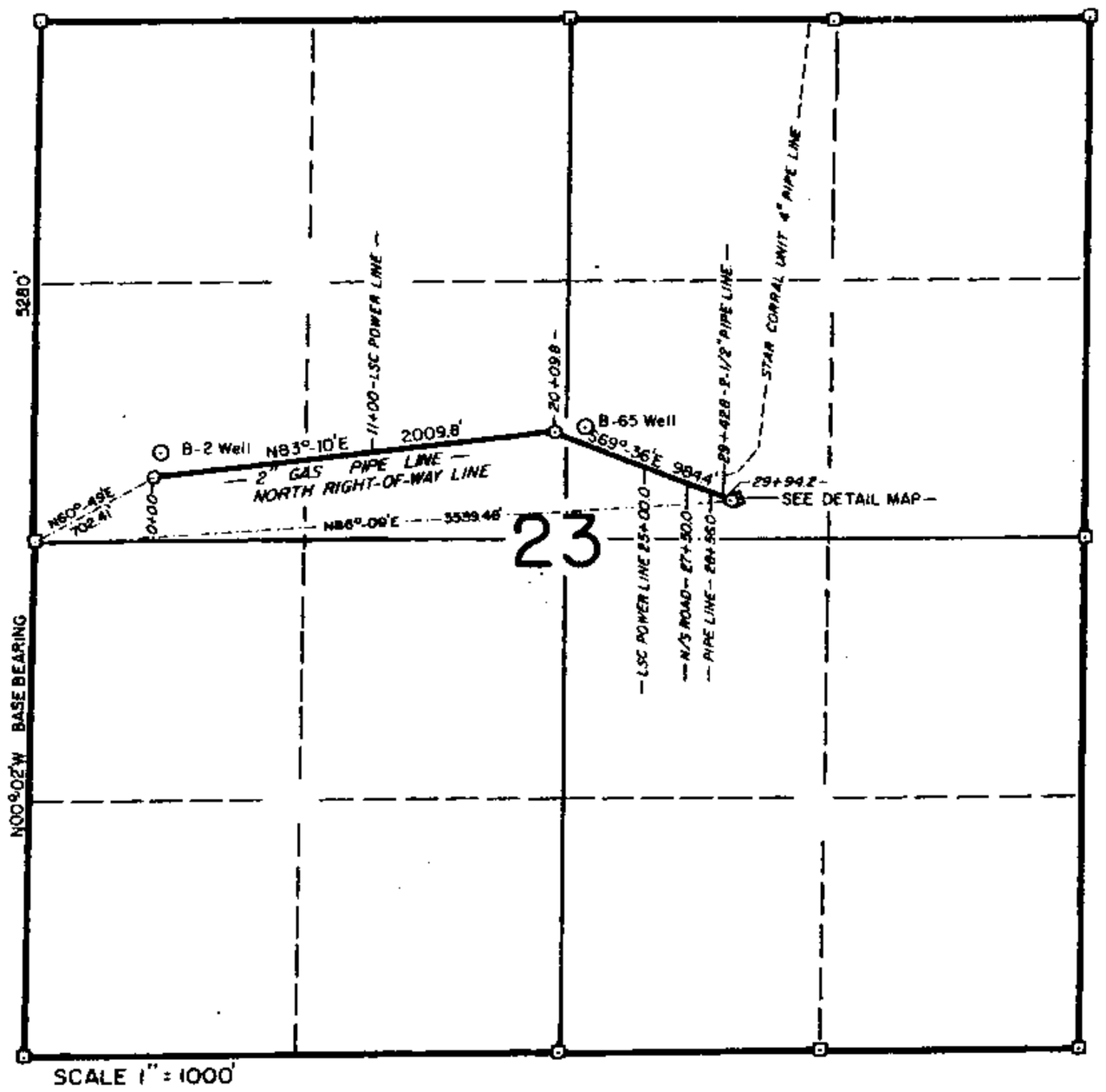
/s/ Alma Lundberg

Alma Lundberg
Chief, Lands and Mining Section

Enclosure

cc:
DM, Pinedale w/enclosure

T29N R113W



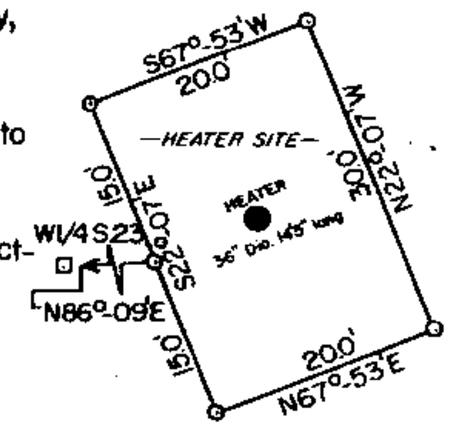
CERTIFICATE OF SURVEYOR

Paul N. Scherbel states that he is the person employed by the applicant, under whose supervision the survey was made of the grounds selected by the applicant for structures for a one BTU pipe line heater site under the act of Congress approved 25 February 1920, as amended, said grounds being part of the SW1/4NE1/4 of Section 23, T29N, R113W, Sublette County, Wyoming described as follows:

Beginning at a point N86°-09'E, 3539.48 feet from the west one-quarter corner of said Section 23; thence S22°-07'E, 15.0 feet to a point; thence N67°-53'E, 20.0 feet to a point; thence N22°-07'W, 30.0 feet to a point; thence S67°-53'W, 20.0 feet to a point; thence S22°-07'E, 15.0 feet to the point of beginning;

that the accompanying drawing correctly represents the location of the said structures, and that in his belief the structures represented are actually and to their entire extent required for the necessary uses contemplated by the said act.

Land Surveyor — Registration No. 164.



⊡ indicates a Certified Land Corner Recordation Certificate filed.

CERTIFICATE OF SURVEYOR

Paul N. Scherbel states he is by occupation a Registered Land Surveyor employed by AMOCO Pipe Line Company to make the survey of the pipe line as described and shown on this map; that the survey of said works was made by him and under authority, on 23 September 1972; and that such survey is accurately represented upon this map.

Paul N. Scherbel

Land Surveyor — — Registration No. 164.

CERTIFICATE OF APPLICANT

This is to certify that Paul N. Scherbel who subscribes the statement hereon is the person employed by the undersigned applicant to prepare this map, which has been adopted by the applicant as the approximate final location of the works thereby shown; and that this map is filed as a part of the complete application, and in order that the applicant may obtain the benefits of the act of 25 February 1920 (41 Stat. 449) as amended; and it is further certified that the right-of-way herein described is desired for the purpose of construction, operation, and maintenance of a pipe line for operation of a pipe line heater.

I, J.H. Keyes, Jr., do hereby certify that I am the Western Division Manager of AMOCO PIPELINE COMPANY; that the survey of the structures represented on the accompanying drawing was made under authority and by direction of the company, and under the supervision of Paul N. Scherbel, the person employed in the premises, whose statement precedes this certificate; that the survey as represented on the accompanying drawing actually represents the structures required for a one BTU heater site under the act of Congress approved 25 February 1920, as amended.

AMOCO PIPELINE COMPANY

J. H. Keyes, Jr. — Western Division Manager

W-37029

MAP TO ACCOMPANY APPLICATION FOR RIGHT-OF-WAY FOR THE AMOCO HEATER SITE AND PIPE LINE

AMOCO PIPELINE COMPANY
700 SECURITY LIFE BUILDING
DENVER, COLORADO 80202

SP — 62-63
Drawn By Jo Ann Mahoney — SURVEYOR SCHERBEL, LTD. — Big Piney, Wyo

WS-2800-1
3/1971

Serial No. W-37029

RIGHT-OF-WAY STIPULATIONS

PIPELINES AND BURIED CABLES

1. That range improvements such as fencing or reservoirs, etc., within the right-of-way area will not be disturbed, or where disturbance is necessary, they will be left in the original or better condition as is determined by the District Manager, Bureau of Land Management.

2. Before cutting through any fence on public land, the grantee will brace the fence firmly on both sides of the cut, and after completion of construction, will, (1) install a gate and/or cattle guard in the fence, or (2) replace a standard type fence across the R/W, as directed by the District Manager, Bureau of Land Management.

3. The grantee will construct waterbreaks on all disturbed slopes in accordance with the attached typical plan for waterbreak construction. General guidelines for installation of waterbreaks are: less than 2% grade, 200' interval; 2-4% grade, 100' interval; 4-5% grade, 75' interval; greater than 5% grade, 50' interval. A certain degree of latitude is allowed in the waterbreak interval spacing. Unstable soils may require a closer interval spacing, whereas the interval spacing may be greater on very stable soils or rock outcroppings. A conservative (close) interval spacing is the general recommendation. A channel grade of .002 is recommended from the waterbreak to the natural ground elevation. The waterbreaks should be constructed so that they drain freely to the natural ground elevation.

4. The area will be left as near its natural state as possible. All disturbed topsoil and organic matter will be stockpiled and redistributed. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as near as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

5. Proper precaution will be taken at all times to prevent and suppress fires. The grantee will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or subcontractors. No debris burning will be allowed without specific permission from the District Manager, Bureau of Land Management, in charge of administration of the public lands involved.

6. In the event it is necessary to remove timber from the right-of-way lands, all merchantable timber will be purchased by the grantee at the total appraised price that is determined by the District Manager, Bureau of Land Management.

7. If the grantee plans to install R/W or line markers, the number, size, height, type, and color of these markers must be approved by the District Manager, Bureau of Land Management.

8. The right-of-way herein granted is subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary of the Interior to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.

9. All above ground facilities installed under this right-of-way shall be painted sage green. This color shall be maintained by repainting as necessary.

10. All disturbed areas are to be seeded according to the following specifications:

A. The District Manager, Bureau of Land Management, is to be notified 15 days prior to seeding in order that arrangements can be made for supervision of the seeding project. This seeding will be repeated until a satisfactory stand, as determined by the District Manager, Bureau of Land Management, or his delegates, is obtained.

B. SEEDING TIME - Always seed in the late fall (late Sept., Oct., Nov.) just before the ground freezes, unless otherwise specified.

C. SEEDING METHOD

1. Where equipment can operate, drill in rows not exceeding 12" in width, preferably closer. Drill at depth of ½". Use drill with depth bands, to get a firm seedbed.

2. On areas where a drill cannot be used because of slope or topography, broadcast the seed and cover by use of harrow, drag, or by hand raking.

D. SEEDING RATES

1. Drilled seeding - Use the rates (lbs./acre) as given in the seed mixture table below (10G).

2. Broadcast seeding - Use twice the rates (lbs./acre) as given in the seed mixture table below (10G).

E. FERTILIZER - If the area consists mostly of infertile subsoil, 40 to 60 pounds of nitrogen and 10 to 60 pounds of phosphate per acre may be required. However, spreading stockpiled topsoil over the surface, as required in 4 above, will normally be adequate.

F. MULCHING - This practice will be required on all sites with an extreme erosion hazard or where the prescribed conventional methods fail.

G. SEED MIXTURE TABLE

Plant Species	Lbs./Acre
Thickspike Wheatgrass	5.0
Needle and Thread	1.0
Bluebunch Wheatgrass	2.0
Streambank Wheatgrass (Sodar)	2.0
Winterfat	2.0
Bitterbrush	1.5
Total	13.5

SEED SOURCES

SUPPLIER	TYPE OF SEED
William Roger Stewart P. O. Box 124 Ephraim, Utah Ph: 801-283-4423	Will supply most any wild seed.
Boyd Goble & Sons Gunnison, Utah 84634	Fourwing saltbush
C. A. Wheeler Boise, Idaho 83707	Antelope bitterbrush
Arkansas Valley Seed Co. Rocky Ford, Colorado 81067	Fourwing saltbush
Earl Towner Star Route 2 Box 175 Socorro, New Mexico 87801	Fourwing saltbush Winterfat
E. C. Moran Stanford, Montana 59479	Various browse and tree seeds.
Joe Mowry The Rudy-Patrick Co. P. O. Box 481 Twin Falls, Idaho 83301	Legumes and grasses
Miller Seed Co. 1540 Cornhusker Hwy, Box 81823 Lincoln, Nebraska 68501 Ph: 402-432-1232	
Jacklin Seed Co., Inc. Dishman, Washington 99213 Ph: 509-926-6241 (Spokane)	
Longmont Seed Co. 51 Bowen St., P. O. Box 923 Longmont, Colorado 80501 Ph: 303-776-1320	
Northrup King & Co. P. O. Box 7746 Boise, Idaho 83707 Ph: 208-342-8977	

[redacted]

BUREAU OF [redacted] MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

[redacted] 09

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
3.450

Serial Number
WYW--- - 037029

Serial Number: WYW--- - 037029

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- - 037029

Mer Twp Rng Sec	STyp SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0290N 1130W 023	ALIQ	SWNE,S2NW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- - 037029

Act Date	Code	Action	Action Remarks	Pending Office
10/02/1972	124	APLN RECD		
10/02/1972	971	COST RECOV (PROC) RECD	$10;	
10/17/1972	005	NEPA ANALYSIS APPROVED		
10/17/1972	911	REPORT RECEIVED		
11/01/1972	111	RENTAL RECEIVED	$100;	
11/08/1972	307	ROW GRANTED-ISSUED		
11/08/1972	502	LENGTH IN FEET	2994.2;	
11/08/1972	503	LENGTH IN MILES	50;	
11/08/1972	505	DIAMETER OF PIPE	2;	
06/22/1978	287	PROOF CONST/USE ACPT		
04/04/1994	311	RELQ FILED		PINEDALE FIELD OFFICE
09/19/1994	111	RENTAL RECEIVED	$108.35;	
04/01/1995	950	COMPLIANCE APPROVED		
05/16/1995	950	COMPLIANCE APPROVED		
10/21/1996	974	AUTOMATED RECORD VERIF	PH;	
02/05/1998	111	RENTAL RECEIVED	$120.23;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/A/;	
01/01/9999	763	EXPIRES		

Serial Number: WYW--- - 037029

Line Nr	Remarks
0001	/A/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0002	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

652

On this 17th day of April, 2002, I swear that the attached 5 page right-of-way grant, WYW-70516, dated May 9, 1980, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

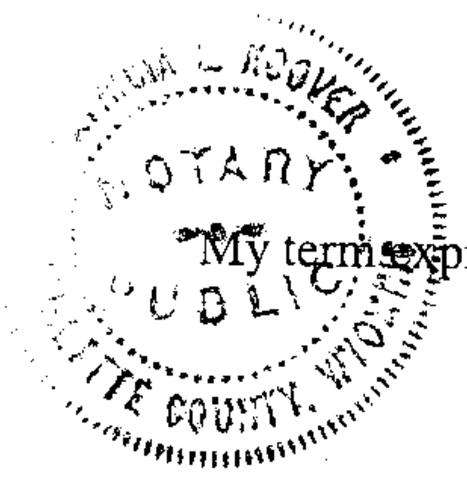
Eldon L. Allison, Jr.
Assistant Field Manager for Minerals & Lands

State of Wyoming)
) SS.
County of Sublette)

The foregoing instrument was acknowledged before me by Eldon L. Allison, Jr. on April 17, 2002.

Witness my hand and official seal.

Notary Public



My term expires April 16, 2003.

290253

RECORDED May 2 2002 8:00 A.M.
IN BOOK 73 Misc. PAGE 652
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Zoch

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

United States Department of the Interior

W-70516 (943-9)

BUREAU OF LAND MANAGEMENT
State Office
P. O. Box 1828
Cheyenne, Wyoming 82001

T. 27 N., R. 113 W.,
Sublette County

5-12-80

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 Section 28 of the Mineral Leasing Act of 1920, as amended, 30 U.S.C. 185 (1976).

There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right authorized by paragraph (p) of the Act and specified at 43 CFR 2881.1-3(c).

SERIAL NUMBER: W-70516

DATE OF FILING: January 4, 1980

NAME OF GRANTEE: Amoco Pipeline Company, ~~212 Republic Building~~, Denver, Colorado 80202

600 S. Cherry St. Suite 900 Denver CO 80222

AUTHORIZED USE: Communication site according to map filed.

MAP DESIGNATION: Sublette Communications V.H.F. Radio Base Station, Hogsback

DURATION OF GRANT: Not to exceed the expiration date of the base grant W-54907, which is July 19, 2007.
This right-of-way shall be renewed at the end of its term subject to paragraph (n) of the Act and 43 CFR 2881.1-1(f).

RENTAL: Fee is $35 for a one-year period. Next payment is due May 9 1981. Rental fee may be adjusted annually as determined by an authorized officer.

This grant is subject to all valid rights existing on the below stated date of execution and to the provisions of 43 CFR 2880 as they now exist or may hereafter be revised. By acceptance, the grantee agrees to abide by those regulations and any special stipulations attached hereto. The right-of-way shall be relinquished to the United States if the authorized use is no longer needed.

LLynch:sar 5-9-80

DATE: May 9, 1980

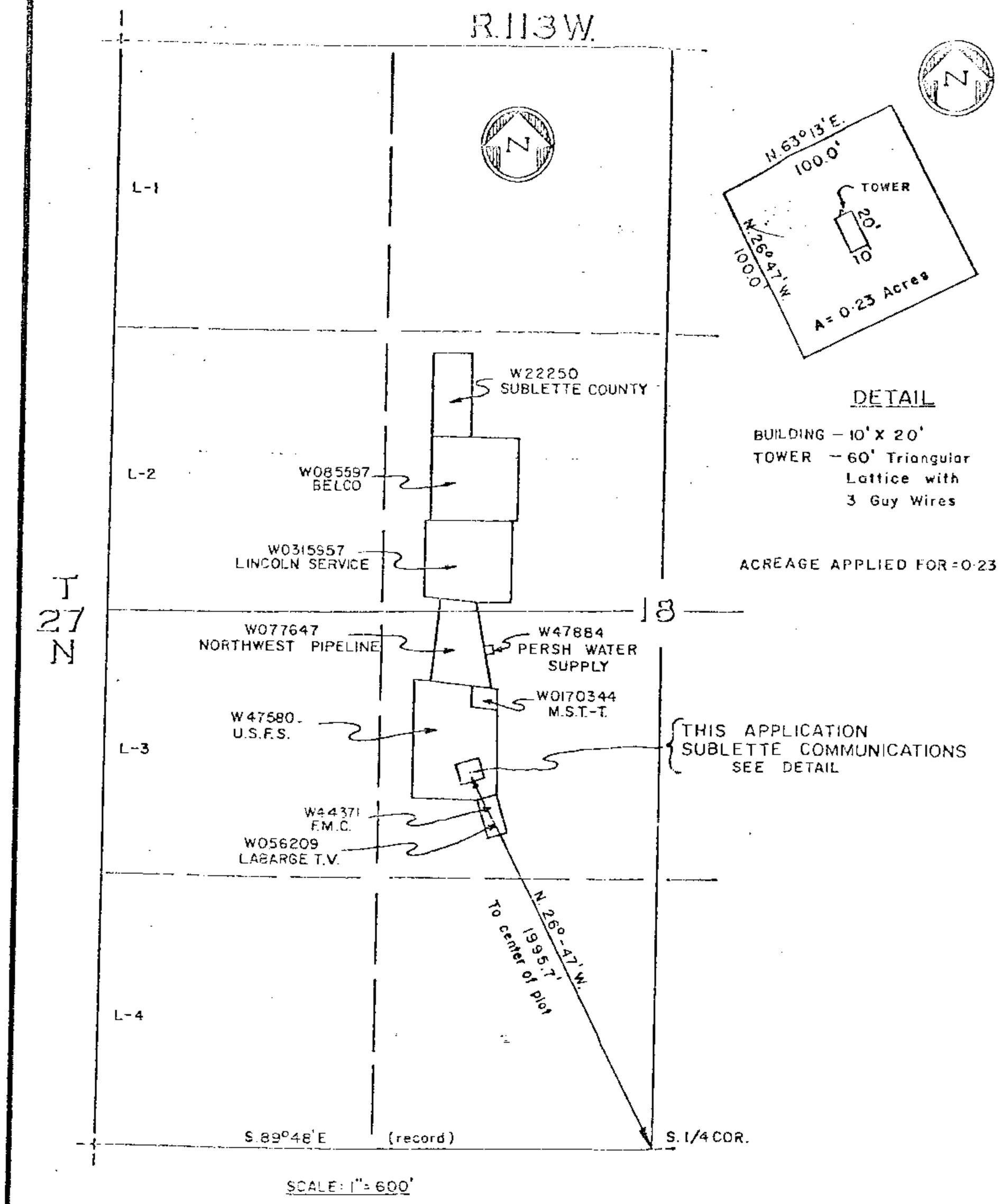
/s/ Marla B. Bohl

Marla B. Bohl
Chief, Lands and Mining Section

Enclosures (cy of signed stips)

cc:
DM, Rock Springs w/cy of signed stips and map
AM, Pinedale w/cy of stips
Communication Specialist, Lander w/cy of stips

WY 2800-32 (Jan. 1980)



DETAIL

BUILDING – 10' X 20'
TOWER – 60' Triangular Lattice with 3 Guy Wires

ACREAGE APPLIED FOR=0.23

APPLICANT'S CERTIFICATE

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

W-70516

This is to certify that RIO VERDE ENGINEERING, who subscribed to the statement hereon, is the firm employed by Sublette Communications to prepare this map which has been adopted by the applicant as the approximate final location of the works thereby shown; and that this map is filed as part of the complete application and in order that the applicant may obtain the benefits under Acts of March 4, 1911 (36 Stat. 1253; 43 U.S.C. 961). I further certify that the right of way herein described is desired for radio communication facilities.

Charles A McCarty
CHARLES A. McCARTY

Subscribed and sworn to me this 9th day of April, 1976.

Faye Hammons
Notary Public
My Commission Expires _____

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

ENGINEER'S STATEMENT

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

R.A. Harrower states he is by occupation a Registered Professional Engineer and Land Surveyor for RIO VERDE ENGINEERING, that this map was made from a map prepared for Western Oil Refining Co. by Don H. Townsend, a Professional Engineer and Land Surveyor for B.L.M. right of way number WO55658 which has subsequently been abandoned by Western Oil Refining Co. This site selected by Sublette Communications for radio communication facilities as described and shown on this map and is identical to the abandoned right of way number WO55658.

R A Harrower
R. A. HARROWER P.E.L.S. 625

Subscribed and sworn to me this 9th day of April, 1976.

Faye Hammons
Notary Public
My Commission Expires _____

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

SUBLETTE COMMUNICATIONS
PINEDALE WYOMING
SUBLETTE COUNTY WYOMING
B.L.M. R/W MAP
V.H.F. RADIO BASE STATION
HOGSBACK

RIO VERDE ENGINEERING - PINEDALE, WYOMING

W-54507

J0.220 B.W. 3-29-76

654

COMMUNICATIONS [redacted] RIGHT-OF-WAY

STIPULATIONS

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1980 MAY -6 AM 10 00
CHEYENNE, WYOMING

1. Neither the privilege nor the right to occupy or use the lands for the purpose authorized shall relieve the grantee of any legal liability for causing inductive or conductive interference between any present transmission line or other project works constructed, operated and maintained by the grantee on the servient lands, and any radio installation, telephone lines or other communication facilities nor or hereafter constructed and operated by the United States or any agency or grantee hereof.

2. This permit shall reserve to the United States and any of its agencies the right to use and occupy parts of the tracts covered by such permit at locations and for purposes not inconsistent with the use and occupancy of the grantee and which will not unreasonably interfere with the use of the grantee. Service facilities constructed by the grantee, such as power lines, access roads, fences, etc., shall within the reasonable capacity of such facilities be available for use of the United States without contribution to construction cost. Any additional cost of such service facilities, such as power use costs or additional construction costs occasioned by and directly arising from such Government use, shall be paid by the United States.

3. Proper precaution will be taken at all times to prevent and suppress fires. The grantee will be held responsible for suppression costs for any fires on national resource lands caused through negligence of his employees, contractors or sub-contractors. No debris burning will be allowed without specific permission from the Area Manager, Bureau of Land Management, in charge of administration of the NRL involved.

4. The grantee will effect a minimum of vegetative or soil disturbances consistent with practical construction operations and will smooth all disturbed areas to conform as nearly as practical with the adjacent terrain, provide adequate water drainage for any roads constructed to minimize erosion and maintain any service roads in good condition for use by automotive vehicles and permit the free use of any such service roads by employees of the Federal Government or their authorized agents. The grantee will correct any deficiencies as determined to be necessary by the District Manager, Bureau of Land Management.

5 The right-of-way herein granted is subject to the express covenant, that it will be modified, adapted, or discontinued if found by the Secretary of the Interior to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.

6. If, in its operations, the grantee discovers any historic or prehistoric ruin, monument or site, or any object of antiquity subject to the Antiquities Act of June 8, 1906 (34 Stat. 225, 16 U.S.C. Secs. 431-433), then work will be suspended and the discovery promptly reported to the District Manager, Bureau of Land Management. When directed by the District Manager, the grantee will obtain, at his expense, a qualified archaeologist to examine and, if necessary, excavate or gather such ruins or objects.

7. Grantee agrees to participate in any meeting(s) initiated by the Bureau of Land Management and users of Hogsback Ridge to establish legal access to the communication facilities. Further, Amoco Pipeline Company agrees to pay its fair share of any costs or fees established to acquire legal access and maintain such access.

8. The continued operation of the communication site facilities authorized herein, beyond March 30, 1985, is conditioned upon the renewal of Amoco Pipeline Company's base agreement with Sublette Communications and the filing of said renewal agreement, for record purposes with the Wyoming State Office of the Bureau of Land Management in Cheyenne, Wyoming.

May 5, 1980
Date

Name J. H. Keyes, Jr.

Division Manager
Title

1980 MAY -6 AM 10 00
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

FCC Form 100
APRIL 1978

United States of America
Federal Communications Commission

APPROVED BY GAO
B-180227 (R0389)

AUTHORIZATION

DO NOT WRITE IN THIS BLOCK
Call Sign W R U 5 6 8 New File No 032173-IP-030

1(a) Frequencies MHz	1(b) No of transmitters: Base-Land-Fixed	Mobile	Other	1(c) Emission	1(d) Output Power Watts
451.375	1			20F3	15
456.375	*		X	XXX	XX

1(e) Show No of mobile units in each of following categories: Land vehicle ____ aircraft ____ hand carried ____ marine ____ paging receivers ____

2 Location of transmitter(s) at a fixed location
Number and street (or other indication of location)
Amoco Pipeline Pump Station, south of
City: La Barge | County: Sublette | State: Wyoming
Latitude: 42° 15' 16" N | Longitude: 110° 14' 01" W

3 Location of control point(s)
Same as transmitter

4 If mobile units, or other class of station at temporary locations, are included in this authorization, show area of operation.

5(a) Overall height above ground of (1) tip of antenna 20 ft. (2) antenna supporting structure 15 ft.
(b) Elevation of ground above mean sea level at antenna site 6,705 ft.

Antenna painting and lighting specifications
Special Conditions:
*Subject to the provisions of Rule Section 90.249.

1980 MAY -6 AM 10 00
RECEIVED
CHEYENNE, WYOMING

This authorization effective April 24, 1980
and will expire 3 00 AM EST. April 24, 1985

and is subject to further conditions as set forth on reverse side. If the station authorized herein is not placed in operation within eight months this authorization becomes invalid and must be returned to the Commission for cancellation unless an extension of completion date has been authorized.

EK/mb

For Federal Communications Commission

Chief, Safety & Special Radio Services Bureau

6(a) Name of Radio Service: Petroleum
(b) Class of station: Base [X] Mobile [ ] Other [XXXXXXXXXXXXXXXX]

7(a) Name (see instructions)
Amoco Pipeline Company

(b) Mailing address (number, street, city, state & zip code)
200 East Randolph Drive (M.C. 1804)
Chicago, IL 60601
Attn: R. M. Hoffman

The Original License is on file at 200 E. Randolph Dr., Chicago, Ill. 60601

FCC Form 100
APRIL 1978

United States of America
Federal Communications Commission

APPROVED BY GAO
B-180227 (R0389)

AUTHORIZATION

DO NOT WRITE IN THIS BLOCK
Call Sign W R U 5 6 9 New File No 032173-IP-030

1(a) Frequencies MHz	1(b) No of transmitters: Base-Land-Fixed	Mobile	Other	1(c) Emission	1(d) Output Power Watts
451.375	X		X	20F3	110

1(e) Show No of mobile units in each of following categories: Land vehicle ____ aircraft ____ hand carried ____ marine ____ paging receivers ____

2 Location of transmitter(s) at a fixed location
Number and street (or other indication of location)
Hogsback Ridge, 8 miles N.W. of
City: La Barge | County: Sublette | State: Wyoming
Latitude: 42° 19' 27" N | Longitude: 110° 19' 10" W

3 Location of control point(s)
WXH763, KG7181, WRU568

4 If mobile units, or other class of station at temporary locations, are included in this authorization, show area of operation

5(a) Overall height above ground of (1) tip of antenna 120 ft. (2) antenna supporting structure 100 ft.
(b) Elevation of ground above mean sea level at antenna site 9,005 ft.

Antenna painting and lighting specifications
Special Conditions:

This authorization effective April 24, 1980
and will expire 3:00 AM EST. April 24, 1985

and is subject to further conditions as set forth on reverse side. If the station authorized herein is not placed in operation within eight months this authorization becomes invalid and must be returned to the Commission for cancellation unless an extension of completion date has been authorized.

EK/mb

For Federal Communications Commission

Chief, Safety & Special Radio Services Bureau

6(a) Name of Radio Service: Petroleum
(b) Class of station: Base [XX] Mobile [ ] Other [X] Mobile Relay

7(a) Name (see instructions)
Amoco Pipeline Company

(b) Mailing address (number, street, city, state & zip code)
200 East Randolph Drive (M.C. 1804)
Chicago, IL 60601
Attn: R. M. Hoffman

6058

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

T3

01 10-21-1976;090STAT2776;43USC1761
Case Type 286001: ROW-COMM SITE, FLPMA
Commodity 971: NON-ENERGY FACILITIES
Case Disposition: AUTHORIZED

Total Acres
0.230

Serial Number
WYW--- - 070516

Serial Number: WYW--- - 070516

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- - 070516

Mer Twp Rng Sec	STyp SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0270N 1130W 018	ALIQ	NESW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- - 070516

Act Date	Code	Action	Action Remarks	Pending Office
01/04/1980	124	APLN RECD		
01/04/1980	971	COST RECOV (PROC) RECD	$250;	
02/08/1980	132	APPRAISAL/REAPPR APPV	$35;1YR	
02/11/1980	005	NEPA ANALYSIS APPROVED		
02/11/1980	911	REPORT RECEIVED		
05/06/1980	111	RENTAL RECEIVED	$35;	
05/09/1980	065	COST RECOV (MON) RECD	$100;	
05/09/1980	307	ROW GRANTED-ISSUED		
04/29/1981	111	RENTAL RECEIVED	$35;	
05/10/1982	111	RENTAL RECEIVED	$35;	
08/02/1982	111	RENTAL RECEIVED	$35;	
05/03/1984	111	RENTAL RECEIVED	$35;	
05/09/1985	111	RENTAL RECEIVED	$35;	
05/16/1986	111	RENTAL RECEIVED	$35;	
05/04/1987	111	RENTAL RECEIVED	$35;	
02/23/1988	132	APPRAISAL/REAPPR APPV	$50;1YR	
05/18/1988	111	RENTAL RECEIVED	$233;	
01/25/1994	111	RENTAL RECEIVED	$275;	
10/22/1996	974	AUTOMATED RECORD VERIF	PH;	
11/05/1996	132	APPRAISAL/REAPPR APPV	USE FLMPA RATES;	
01/07/1999	111	RENTAL RECEIVED	$374.69;	
02/07/2000	853	COMPL/REVIEW DUE DATE		PINEDALE FIELD OFFICE
03/21/2000	111	RENTAL RECEIVED	$382.56;	
01/19/2001	111	RENTAL RECEIVED	$395.95;	
04/20/2001	940	NAME CHANGE RECOGNIZED	/A/;	
02/28/2002	111	RENTAL RECEIVED	$407.04;1	
07/19/2007	763	EXPIRES		

Serial Number: WYW--- - 070516

Line Nr	Remarks
0001	ISSUED UNDER MLA, NO CASE TYPE AVAILABLE;
0002	SUBSEQUENT USER W/SUBLETTE COMM. W-54907;
0003	/A/ AMOCO PIPELINE CO TO BP PIPELINES (NORTH
0004	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED.BY BLM

On this 17th day of April, 2002, I swear that the attached 5 page right-of-way grant, WYW-134537, dated August 1, 1995, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290254

RECORDED May 2 20 02 8:00 AM
IN BOOK 73 Misc. PAGE 659
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

6060

WYW-134537.gnt
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-134537

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:

Amoco Pipeline Company
1 Mid-America Plaza, #200
Oakbrook Terrace, IL 60181

receives a right to construct, operate, maintain, and terminate a 4½ inch OD buried crude oil pipeline, on Federal lands described as follows:

T. 28 N., R. 113 W.
section 20, S½S½.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 50 feet wide, 2,500 feet long and contains 2.9 acres, more or less.

c. This instrument shall terminate 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

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 Exhibits A and B dated July 20, 1995, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
Brad E. Boister Supervisor, Planning-Products Business Unit	Realty Specialist
(Title)	(Title)
August 1, 1995	8/1/95
(Date)	(Effective Date of Grant)

662

Gas Well
Fogarty
Creek
PIPELINE
North
Oil Well
PIPELINE
7902
7563
7388
7922
7400
7800
7328
Pumping Sta
DeGraw Spring
Fork
BM 7328
Burley Tk Battery
2" TO 4" UPGRADE
BN 4-5
7413
7358
7294
BN 4 Tank battery
Proposed oil line route (INRED)
FIELD
Tip Top Spring
Spring
7240
Piney
Creek
Gaging
7193
BM x7212
Dry
PIPELINE
x7546
7576
7270
Gas Wells
7930
MESA
BIG
8000
17'30"
CAUPET 8 MI.
12 MI. TO U.S. 189
INTERIOR— GEOLOGICAL SURVEY, RESTON, VIRGINIA— 19
561 000m E
GSBACK)
IV 3E
557
558

1:24 000

1 MILE
4000 5000 6000 7000 FEET
1 KILOMETER

RVAL 40 FEET
RTICAL DATUM OF 1929

ROAD CLASSIFICATION

Primary highway, hard surface
Secondary highway, hard surface
Light-duty road, hard improved surface
Unimproved road
Interstate Route
U. S. Route
State

WYOMING
QUADRANGLE LOCATION

CRETACEOUS MOUNTAIN
N4222.5—W11015/7.5
1969

NAL MAP ACCURACY STANDARDS
COLORADO 80225, OR RESTON, VIRGINIA 22092
AND SYMBOLS IS AVAILABLE ON REQUEST

EXHIBIT A - W134537 7/20/95
This map shows an approximation of the
UESI survey dated 6/8/95 and receive

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

2. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

3. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine

(WRS)

appropriate actio o prevent the loss of significant cu al or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

5. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on July 25, 1995. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

6. Construction activity and surface disturbance will be prohibited during the period from November 15 to April 30 for the protection of big game.

   Any exceptions to this requirement must have prior written approval from the authorized officer.

7. That an open trench examination of the pipeline be conducted by a qualified archaeologist. Any cultural materials located in the open trench will be evaluated. A report documenting the results of the open trench inspection will be prepared and submitted to BLM for review. Mitigative efforts will be based upon the BLM review of the report. Cost of the mitigative efforts will be born by the Holder.

8. The holder shall seed all disturbed areas with the seed mixture(s) listed below. The seed mixture(s) shall be planted in the amounts specified in pounds of pure live seed (PLS)/acre. There shall be <u>no</u> primary or secondary noxious weed seed in the seed mixture. Seed shall be tested and the viability testing of seed shall be done in accordance with State law(s) and within 6 months prior to purchase. Commercial seed shall be either certified or registered seed. The seed mixture container shall be tagged in accordance with State law(s) and available for inspection by the authorized officer.

   Seed shall be planted using a drill equipped with a depth regulator to ensure proper depth of planting where drilling is possible. The seed mixture shall be evenly and uniformly planted over the disturbed area. (Smaller/heavier seeds

[redacted]ave a tendency t[redacted]rop to the l[redacted] of the drill and [redacted] planted fi[redacted]e holder shall tak[redacted]ppropriate measures to ensure this [redacted]es not occur.) Where drilling is not possible, seed shall be broadcast and the area shall be raked or chained to cover the seed. When broadcasting the seed, the pounds per acre acre noted below are to be doubled. The seeding will be repeated until a satisfactory stand is established as determined by the authorized officer. Evaluation of growth will not be made before completion of the second growing season after seeding. The authorized officer is to be notified a minimum of 5 days prior to seeding of the project.

Seed Mixture

Species of Seed	Pounds/acre PLS
Western wheatgrass	6
Thickspike wheatgrass	6

Pure Live Seed (PLS) formula: % of purity of seed mixture times % germination of seed mixture = portion of seed mixture that is PLS

9. All above-ground structures not subject to safety requirements shall be painted by the holder to blend with the natural color of the landscape. The paint used shall be a color which simulates "Standard Environmental Colors" designated by the Rocky Mountain Five-State Interagency Committee. The color selected for this project is Carlsbad Canyon (2.5Y 6/2).

Exhibit B

6666

On this 17th day of April, 2002, I swear that the attached 3 page right-of-way grant, WYW-143075, dated September 24, 1997, are true and original copies on file with the Bureau of Land Management, Pinedale Field Office, PO Box 768, Pinedale, Wyoming 82941.

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 April 17, 2002.

Witness my hand and official seal.

Notary Public

My term expires April 16, 2003.

290255

RECORDED May 2 2002 8:00AM
IN BOOK 73 Misc. PAGE 6666
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

WYW-143075
FORM 2800-14
(August 1985)

Issuing Office
Pinedale Resource Area

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-143075

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:

Amoco Pipeline Company
One Mid-America Plaza, Suite 300
Oakbrook Terrace, IL 60181

receives a right to construct, operate, maintain, and terminate a 4 inch pipeline, on Federal lands described as follows:

T. 27 N., R. 113 W.
section 8, NE¼SE¼;
section 9, NW¼SW¼.
6th PM, Sublette County, Wyoming

b. The right-of-way or permit area granted herein is 40 feet wide, 2,527 feet long and contains 2.3 acres, more or less.

c. This instrument shall terminate 20 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.

WYW-143075

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 September 11, 1997, 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.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Lou E Washington
(Signature of Holder)

Amoco Pipeline Company
Right of Way Assistant
(Title)

September 18, 1997
(Date)

(Signature of Authorized Officer)

Area Manager
(Title)

9/24/97
(Effective Date of Grant)

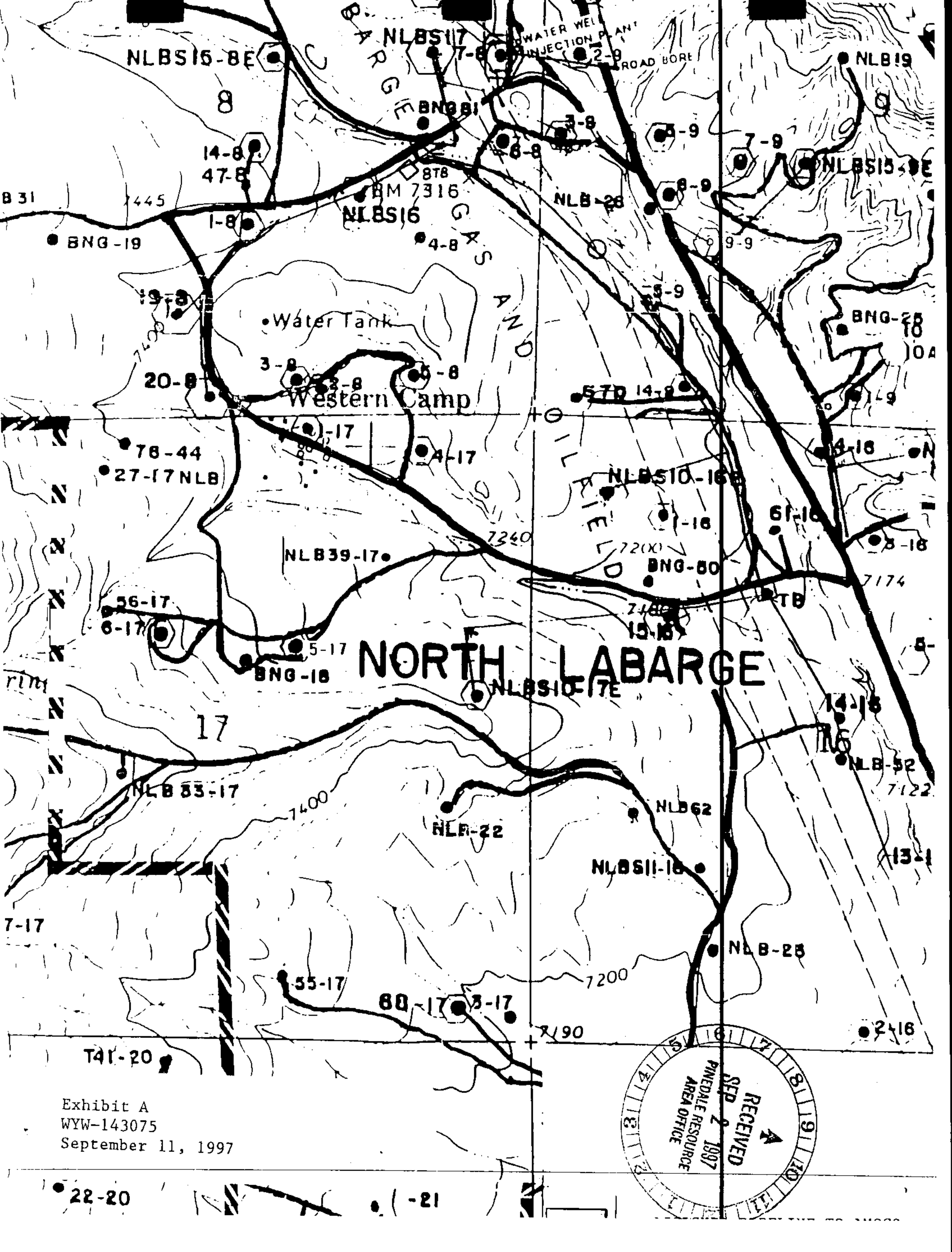


Exhibit A
WYW-143075
September 11, 1997

676

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

96

RunDate/Time: 04/01/02 04:13 PM

01 02-25-1920;041STAT0437;30USC185 SEC.
Case Type 288100: ROW-O&G PIPELINES
Commodity 969: OIL & GAS FACILITIES
Case Disposition: AUTHORIZED

Total Acres
2.300

Serial Number
WYW--- - 143075

Serial Number: WYW--- - 143075

Name & Address			Int Rel	% Interest
BP PIPELINES(NORTH AMERICA)INC	801 WARRENVILLE RD	LISLE IL 60532	HOLDER/BILLEE	100.000000000

Serial Number: WYW--- - 143075

Mer Twp Rng Sec	STyp	SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
06 0270N 1130W 008	ALIQ		NESE;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT
06 0270N 1130W 009	ALIQ		NWSW;	PINEDALE FIELD OFFICE	SUBLETTE	BUREAU OF LAND MGMT

Serial Number: WYW--- - 143075

Act Date	Code	Action	Action Remarks	Pending Office
09/02/1997	124	APLN RECD		
09/04/1997	971	COST RECOV (PROC) RECD	$50;	
09/23/1997	111	RENTAL RECEIVED	$83.54;	
09/24/1997	307	ROW GRANTED-ISSUED		
09/24/1997	502	LENGTH IN FEET	2527;	
09/24/1997	504	WIDTH IN FEET (TOTAL)	40;	
09/24/1997	505	DIAMETER OF PIPE	4;	
09/24/1999	853	COMPL/REVIEW DUE DATE		
04/20/2001	940	NAME CHANGE RECOGNIZED	/A/;	PINEDALE FIELD OFFICE
09/23/2017	763	EXPIRES		

Serial Number: WYW--- - 143075

Line Nr	Remarks
0001	/A/ AMOCO PIPELINES CO TO BP PIPELINES (NORTH
0002	AMERICA) INC;

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

290256

RECORDED May 2 2002 10:25 AM
IN BOOK 73 Misc. PAGE 671
FEES $ 12.00 m County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING By Cathy Scoton

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

IN THE DISTRICT COURT

EIGHTH JUDICIAL DISTRICT

Probate No.5026

IN THE MATTER OF THE ESTATE OF EDWARD E. ENGLEMAN,

Deceased.

Filed for Record this 26
day of April A.D. 2002
Jo Winters
Clerk of the District Court
Converse County, Wyoming

DECREE ESTABLISHING THE RIGHT AND TITLE TO PROPERTY

THIS MATTER having come before the court for hearing on the Petition for Summary Procedure for Distribution of Real Property filed herein by Maurine Y. Engleman, personal representative, and the Court having reviewed the file and argument of counsel, Harry B. Durham, III and being otherwise fully informed and advised, finds the allegations in said Petition to be true and that said Petition should be granted, and further FINDS:

1. That Edward Eugene Engleman, also known as Edward E. Engleman (the "decedent") died on or about January 5, 2001, in and a resident of Harrison County, Texas, but owning real property in Converse County and other counties in Wyoming.

2. That after due and diligent search a Last Will & Testament of the decedent was found. That the original of said Last Will & Testament, dated April 30, 1970, was filed herein previously.

3. That petitioner is distributee of the decedent's real and personal property interests and all of the rest, residue and remainder of the decedent's estate.

4. That the decedent died leaving as his devisees and heirs the following named persons:

NAME	RELATIONSHIP	AGE
Maurine Y. Engleman	Surviving Spouse	Adult
Eric Perry Engleman	Son	Adult
Darren Eugene Engleman	Son	Adult

5. That the value of the entire estate, wherever located, of the decedent, both real and personal property, does not exceed Seventy Thousand Dollars ($70,000.00).

6. That thirty days have elapsed since the date of 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 decedent died owning solely in his name the following described interests in real property, to-wit:

See Exhibit A attached hereto.

9. That notice of the petition was published in the manner and form prescribed by statute for two consecutive weeks, to wit: March 27th and April 3rd, 2002, as more fully appears from the Affidavit of Publication filed herein.

10. That all notices have been given as required by statute; that this proceeding is ready and in condition for a decree.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the right and title to the real property herein described and all personal property thereon and all other interests, whether real or personal be and the same are hereby determined, set over and decreed to be vested in Maurine Y. Engleman, as distributee, under the decedent's Last Will and Testament thereto.

DONE IN OPEN COURT THIS 24 day of April, 2002.

BY THE COURT:

John C. Brooks

JUDGE

DISTRICT COURT
STATE OF WYOMING } ss.
Converse County

CERTIFIED to be a full true and correct copy of the original in my custody.
DATED April 24 A.D. 2002.
JO WINTERS
Clerk of the District Court
Ruth A. Sundberg Deputy

MY TERM WILL EXPIRE
ON THE 1ST MONDAY
IN JANUARY 2003

AFTER RECORDING PLEASE RETURN TO:
HARRY B. DURHAM, III
OHIO OIL OFFICE BUILDING
159 NORTH WOLCOTT, SUITE 200
CASPER, WYOMING 82601

[redacted] [redacted] [redacted]

EXHIBIT A

SCHEDULE OF MINERAL AND ROYALTY INTERESTS

State of Wyoming

I. Campbell County:

A. A 9.375% fee mineral interest in and to:

Township 47 North, Range 69 West, 6th P.M.
Section 1: Lot 4, SW1/4NW1/4, SW1/4
Section 2: Lot 1, SE1/4NE1/4

B. A 4.6875% fee mineral interest in and to:

Township 47 North, Range 69 West, 6th P.M.
Section 20: SE1/4NE1/4, E1/2SE1/4, SW1/4SE1/4
Section 21: NW1/4NE1/4, E1/2NW1/4, SW1/4NW1/4

II. Converse County:

A. A gross 1.5% overriding royalty in and to:

Township 35 North, Range 69 West, 6th P.M.
Section 21: NW1/4
Robinson 1-21 Well
Robinson 12-21 Well

B. A gross 1.5% overriding royalty in and to:

Township 35 North, Range 69 West, 6th P.M.
Section 21: NE1/4
Robinson #1 Well

C. A gross 1.5% overriding royalty in and to:

Township 35 North, Range 69 West, 6th P.M.
Section 10: N1/2
Robinson #2 Well (NW1/4)
Robinson #3 Well (NE1/4)

III. Sublette County:

Fogarty Creek Unit P/A A:

A. A 1.5% overriding royalty in and to:

Township 27 North, Range 114 West, 6th P.M.
Section 5: Lots 5,6, N1/2 Lot 7, SE1/4 of Lot 7

Township 28 North, Range 114 West, 6th P.M.
Section 32: S1/2 of Lot 8, Lot 9, S1/2 of Lot 10, Lots 11,12, 13, SE1/4 of Lot 14, NE1/4 of Lot 17, Lots 18, 19, 20
Section 33: W1/2SW1/4SW1/4, SW1/4NW1/4SW1/4

B. A 0.75% overriding royalty in and to:

Township 28 North, Range 114 West, 6th P.M.
Section 28: E1/2NE1/4, NW1/4NE1/4, NW1/4SE1/4
Section 32: Lot 17
Section 33: SW1/4SE1/4

C. An overriding royalty in Fogarty Creek Unit Tract 13:

Township 28 North, Range 114 West, 6th P.M.
Section 32: Lots 16, 17, 18, 19, 20

D. An overriding royalty in Fogarty Creek Unit Tract 15:

Township 28 North, Range 114 West, 6th P.M.
Section 28: E1/2NE1/4, NW1/4NE1/4, NW1/4SE1/4

E. An overriding royalty in Fogarty Creek Unit Tract 16:

Township 28 North, Range 114 West, 6th P.M.
Section 33: SW1/4NE1/4

F. A 1.5%overriding royalty in USA Lease W-17208 for Tract 13 above.

Township 28 North, Range 114 West, 6th P.M.
Section 32: Lots 16, 17, 18, 19, 20

IV. Washakie County:

A. Cottonwood Creek Extension Unit Tracts 2, 11, 13, 14, 15, 23

Township 46 North, Range 90 West, 6th P.M.
Section 6: All

Township 46 North, Range 91 West, 6th P.M.
Section 1: All

Township 47North, Range 90 West, 6th P.M.
Section 31: All

Tract 2: 1.000006%
Tract 11: .3333330%
Tract 13: .3333330%
Tract 14: .3333330%
Tract 15: .750%
Tract 23: .3750%

B. Cottonwood Creek #2-34 a 2.25% overriding royalty in and to:

Township 46 North, Range 91 West, 6th P.M.
Section 2: All

AFFIDAVIT OF SUCCESSOR TRUSTEE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

COMES NOW GEORGE L. BARP, and first being duly sworn on his oath does hereby depose and state:

1. That on 2/6/97, GEORGE L. BARP and EDYTHE L. BARP did execute a certain Declaration of Trust and Agreement of Barp Trust as Grantors and as Trustees. This document created the Barp Trust, dated 2/6/97.

2. That on 10/9/00, GEORGE L. BARP and EDYTHE L. BARP did execute a certain Amended and Restated Declaration of Trust and Agreement of Barp Trust as Grantors and as Trustees. This document amended the Barp Trust, dated 2/6/97, in its entirety

3. That GEORGE L. BARP and EDYTHE L. BARP were named as Co-Trustees of the Barp Trust, dated 2/6/97, in both the above referenced documents.

4. That Section 16 of the amended Barp Trust, dated 2/6/97, provides in part; "Grantors hereby appoint and nominate themselves, GEORGE L. BARP and EDYTHE L. BARP, as Co-Trustees of the trust created hereunder. If at any time and for any reason either is unable or unwilling so to act, the remaining Grantor is appointed sole Trustee."

5. That EDYTHE L. BARP died on 1/25/02. A certified copy of her death certificate is attached hereto as Exhibit A. GEORGE L. BARP is now the sole Trustee of the Barp Trust, dated 2/6/97.

6. That a portion of the property held and owed by the Barp Trust, dated 2/6/97, is the real property described as:

Lots Nine (9) and Ten (10), Block Two (2) of the C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;

DATED this 25 day of April, 2002.

290276 RECORDED May 2 2002 3:35 p.
IN BOOK 73 Misc. PAGE 675
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scott

George L. Barp
GEORGE L. BARP

Subscribed and sworn to before me by GEORGE L. BARP this 25th day of April, 2002.

WITNESS my hand and official seal.

Deborah J. Wood
NOTARY PUBLIC

My Commission Expires:
4/19/05

DEBORAH J. WOOD - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 4/19/05

675

CERTIFICATION OF VITAL RECORD

676

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 00203

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.)
EDYTHE	LOUISE	BARP	FEMALE	JANUARY 25,2002

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
529-22-4767	80					SEPTEMBER 21, 1921

7a. PLACE OF DEATH (Check only one)

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
SUBLETTE CENTER	PINEDALE	SUBLETTE

8. STATE OF BIRTH (If not in U.S.A., name country)	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	10. SURVIVING SPOUSE (If wife, give maiden name)
WYOMING	MARRIED	GEORGE L. BARP

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	HOUSE WIFE	HOME MAKER

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SUBLETTE	BIG PINEY	211 SO. MICKELSON

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
CLIFTON	A.	FEAR	CORNELIA	O	NEIL

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
GEORGE L. BARP SR.	SPOUSE

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
BOX 788	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	JAN. 26, 2002	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
W. S. 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) Judith Boyle

22b. DATE SIGNED (Mo., Day, Yr.) JANUARY 28, 2002

22c. HOUR OF DEATH 2:10 A M

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

To be Completed by CORONER Only

23a. On the basis of examination and / or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) W. S. Meyer CORONER

23b. DATE SIGNED (Mo., Day, Yr.) JANUARY 26, 2002

23c. HOUR OF DEATH 2:10 A. M

23d. PRONOUNCED DEAD (Mo., Day, Yr.) JANUARY 25, 2002

23e. PRONOUNCED DEAD (Hour) 2:35 A. M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) W.S. MEYER CORONER PINEDALE, WYOMING 82941

25a. REGISTRAR (Signature) J. D. Johnston, M. D.

25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) JANUARY 28, 2002

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.

29. IMMEDIATE CAUSE (Final disease or condition resulting in death) =

a. Lung Cancer

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.

Approximate Interval Between Onset and Death

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

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

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

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

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

FEB -4 2002

VR 2-89
11/99 15M

162729

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

American Bank Note Company

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

VITAL RECORDS SERVICE SEAL Wyoming

CERTIFICATE
I Certify that this is a True and Complete copy of the Official Record on file in the Wyoming Office of State Lands & Investments

4/2/02
DATE

Harold Lenz
Asst. Director, Office of State Lands & Investments

Easement No. 5896

290281

STATE OF WYOMING

GRANT OF EASEMENT

RECORDED May 2 2002 4:30 PM
IN BOOK 73 Misc. PAGE 677
FEES $ 8.00 Mary L. Lyon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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 hundred and 00/100 dollars ($400.00) hereby grants and conveys to Amoco Pipeline Company a right to use, in perpetuity, the following described tract of land for cathodic protection unit purposes only, more particularly described as follows:

All that portion of the NE¼NW¼ of Section 36, T.27N., R.113W., of the 6th P.M., Sublette County, Wyoming, lying between parallel right of way lines 10 feet apart, being 5 feet on each side when measured at right angles to the following described survey line, said parallel right of way lines begin and end in the NE¼NW¼ of said Section 36:

Beginning at a point in the NE¼NW¼ of said Section 36 from which the northwest corner of said Section 36 bears N.61°06′13″W. a distance of 2,229.41 feet;

thence N.00°58′46″E. a distance of 347.04 feet, more or less, to a point in the NE¼NW¼ of said Section 36 from which the northwest corner of said Section 36 bears N.69°32′33″W. a distance of 2,069.55 feet.

The above described parcel of land contains 0.08 acres, more or less.

This description is based on a survey done under the direction of Scott A. Scherbel, Wyoming P.L.S. No. 3889, in August 1997.

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 cathodic protection unit, 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 cathodic protection unit.

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 23rd day of September 1997.

(Seal)

Countersigned:

James E. Geringer
Governor, President
Board of Land Commissioners

James A. Magagna
Director, Secretary
Office of State Lands & Investments

Examined

Michael D. Gaffney
Idaho State Bar Number: 3558
Beard St. Clair Gaffney McNamara Calder P.A.
2105 Coronado Street
Idaho Falls, ID 83404-7495

Phone: (208) 523-5171
Facsimile: (208) 529-9732

290354

RECORDED Mar 16 2002 4:15 PM
IN BOOK 73 Misc. PAGE 679
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy [illegible]

Wyoming Office
25 Gros Ventre Street
Jackson, WY 83301

Attorneys for Pioneer Equipment Co.

DISTRICT COURT NINTH JUDICIAL DISTRICT
SUBLETTE COUNTY, WYOMING

FILED

JAN 16 2002

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

PIONEER EQUIPMENT CO.,

Plaintiff(s),

vs.

KEN HAKES, D/B/A HAKES EXCAVATING,

Defendant(s).

Case No.: 6283

NOTICE OF FILING FOREIGN JUDMENT

TO: Ken Hakes

NOTICE IS HEREBY GIVEN THAT A FOREIGN JUDGMENT HAS BEEN FILED IN Sublette County.

1. The name of the judgment creditor is Pioneer Equipment Co..
2. The judgment creditor's address is:

   c/o Beard St. Clair Gaffney McNamara Calder
   2105 Coronado Street
   Idaho Falls, ID 83404

3. The judgment debtor's is Ken Hakes. The judgment debtor does business under the name and style of Hakes excavation.
4. The judgment debtor's last know address is

   P. O. Box 987
   Pinedale, WY 82941

5. The judgment was entered by the District Court of the Seventh Judicial District of the State of Idaho sitting in Bonneville County on October 25, 2001 in favor of Pioneer Equipment Co. against Ken Hakes in the amount of $5,236.68
6. The judgment was filed in this court on January 16, 2002
7. Execution may issue five (5) days after the date the judgment was filed in this court.

[signature]
Clerk of the District Court

By_____
Deputy Clerk

CLERKS CERTIFICATE OF MAILING

I, the undersigned, clerk of the District Court do hereby certify that on January 16, 2002, I served a copy of the foregoing notice upon the judgment debtor by mailing the copy to the address set out above by regular mail with first class postage paid. I also certify that on the same date, I served a copy of the foregoing notice upon the judgment creditor by mailing the copy to the address set out above by the same means.

Dated: January 16, 2002

Clerk of the District Court

By SEAL
Deputy Clerk

CAUTION: NOT TO [redacted]R IDENTIFICATION P[redacted] THIS IS AN [redacted](RECORD. SA[redacted]r. [redacted]RATIONS IN SHADED [redacted]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.
SCHELL, Preston, Robert	USMC-11	520 | 19 | 5277

4.a. GRADE, RATE OR RANK	4.b. PAY GRADE	5. DATE OF BIRTH (YYMMDD)	6. RESERVE OBLIG. TERM. DATE
SGT	E-5	770209	Year 2006 | Month 03 | Day 27

7.a. PLACE OF ENTRY INTO ACTIVE DUTY	7.b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known)
Salt Lake City UT 84119	PO Box 931 Big Piney WY 83113

8.a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND	8.b. STATION WHERE SEPARATED
1stBn 1stMar 1stMarDiv Campen CA 92055-5412	1stMar 1stMarDiv Campen CA 92055-5412

9. COMMAND TO WHICH TRANSFERRED	10. SGLI COVERAGE
MCRSC, 15303 Andrews Rd., Kansas City MO 64147-1207	☐ None 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.)	12. RECORD OF SERVICE	Year(s)	Month(s)	Day(s)
0311 - Rifleman 3 years - 6 months	a. Date Entered AD This Period	1998	04	20
	b. Separation Date This Period	2002	04	19
	c. Net Active Service This Period	04	00	00
	d. Total Prior Active Service	00	00	00
	e. Total Prior Inactive Service	00	00	23
	f. Foreign Service	00	05	19
	g. Sea Service	01	02	06
	h. Effective Date of Pay Grade	2001	05	01

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)
Coast Guard Meritorious Unit Citation, Good Conduct Medal, Armed Forces Expeditionary Medal, Sea Service Deploymnent Ribbon (w/1 star), Certificate of Commendation, Letter of Appreciation, Rifle Expert Badge (4th award), Pistol Sharpshooter Badge

14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)
None

15.a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM	Yes	No	15.b. HIGH SCHOOL GRADUATE OR EQUIVALENT	Yes	No	16. DAYS ACCRUED LEAVE PAID
		X		X		RLB = 1.5

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

18. REMARKS
Good Conduct Medal Period Commenced: 010420
SNM Contributed to the Montgomery GI Bill.
While a member of the Marine Corps Reserve, you will keep the Commanding General MCRSC, (Call Toll Free 1-800-255-5082 or if within the State of Kansas call commercial (913) 236-3108, DSN 465-3110) informed of any change of address, marital status, number of dependents, civilian employment, or physical standards. Subject to active duty recall and or annual screening

SER 45508-2002-0201

290386

RECORDED May 1 2002 11:40AM
IN BOOK B Misc PAGE 681
FEES $ 0
SUBLETTE COUNTY CLERK PINEDALE, WYOMING
By Cathy Scott

19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code)	19.b. NEAREST RELATIVE (Name and address - Include Zip Code)
PO Box 931 Big Piney WY 83113	William J. Schell PO Box 931 (Father) Big Piney WY 83113
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) J. R. HERNANDEZ JR. CWO2 USMC PERSO
21. SIGNATURE OF MEMBER BEING SEPARATED Preston R Schell	

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

23. TYPE OF SEPARATION	24. CHARACTER OF SERVICE (Include upgrades)	
RELEASED FROM ACTIVE DUTY	HONORABLE	
25. SEPARATION AUTHORITY	26. SEPARATION CODE	27. REENTRY CODE
MARCORSEPMAN PAR. 1005	MBK1	RE-1A
28. NARRATIVE REASON FOR SEPARATION		
COMPLETION OF REQUIRED ACTIVE SERVICE		
29. DATES OF TIME LOST DURING THIS PERIOD	30. MEMBER REQUESTS COPY 4	
NONE	PS Initials	

DD Form 214, NOV 88 S/N 0102-LF-006-5500 *Previous editions are obsolete.* MEMBER - 4

page 681 is duplicated

681A

MEMORANDUM OF CONTRACT FOR DEED

This Memorandum of Contract for Deed is made this 3rd day of May, 2002, summarizing the essential terms of a certain Contract for Deed entered into by and between Lewis Carl Atkinson and Anna Marie Atkinson of 912 Madison, Rock Springs, Wyoming 82901, the Sellers, and James Lamont Long and Evelyn Rose Long of 414 East 5th Street, Marbleton, Wyoming 83113, the Buyers.

The property concerned is:

Lot Number Ten (10), Sage Ranch Addition to the Town of Marbleton, Wyoming, as the same appears of record in the office of the County Clerk, Sublette County, Wyoming.

Lot Number Eleven (11), Sage Ranch Addition to the Town of Marbleton, Wyoming, as the same appears of record in the office of the County Clerk, Sublette County, Wyoming.

The term or period of the Contract for Deed is approximately five (5) years, beginning May 1, 2002, and ending about June 1, 2007.

Special terms and conditions are:

Neither the Buyers nor Sellers shall allow any lien to be filed upon the property concerned in this contract other than to obtain the financing necessary to complete this agreement. Buyers shall further not use the property for any illegal use.

Possession by Buyers occurred on or about May 1, 2002.

DATED this 3rd day of May, 2002.

SELLERS:

Lewis Carl Atkinson

Anna Marie Atkinson

BUYERS:

James Lamont Long

Evelyn Rose Long

290421

RECORDED May 8 2002 10:20AM
IN BOOK 73 Misc PAGE 681
FEES $ 8.00 [illegible] COUNTY CLERK
[redacted] WYOMING

STEVE HARTON, P.C.
ATTORNEY AT LAW
517 - 2ND STREET, SUITE A
ROCK SPRINGS, WY 82901
(307) 382-5545

[redacted]

[redacted]

State of Wyoming)
:ss
County of Sweetwater)

The foregoing Memorandum of Contract for Deed was acknowledged before me this 30 day of May, 2002, by James Lamont Long and Evelyn Rose Long.

ISTVAN HARTON NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES 11/6/04

Notary Public

My Commission Expires: _____

State of Wyoming)
:ss
County of Sweetwater)

The foregoing Memorandum of Contract for Deed was acknowledged before me this 30 day of May, 2002, by Lewis Carl Atkinson and Anna Marie Atkinson.

ISTVAN HARTON NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES 11/6/04

Notary Public

My Commission Expires: _____

STEVE HARTON, P.C.
ATTORNEY AT LAW
517 - 2ND STREET, SUITE A
ROCK SPRINGS, WY 82901
(307) 382-5545

683

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
)
GREG JAMES,)
) Probate No. 1812
)
deceased.)

FILED

MAY 07 2002

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

DECREE ESTABLISHING RIGHT AND TITLE TO REAL PROPERTY

The application of Emma L. James and Gordon L. James filed herein on the 22nd day of April, having been set for hearing and consideration at the hour of ten o'clock in the forenoon of the 3rd day of May, 2002, notice thereof having been duly published in The Sublette Examiner, a newspaper of general circulation in the County of Sublette, on the 25th day of April and on the 2nd day of May, 2002 and the facts stated in the said application are undisputed, the said application should be granted and decree entered accordingly;

NOW, THERFORE, upon the motion of John S. Mackey as attorney for the applicants, the Court does ORDER, ADJUDGE AND DECREE:

That all of the right and title of Greg James, deceased, in and to the following described real property, to-wit:

Lots 13, 14, and 15, Block 7, Marbleton Townsite, Sublette County, Wyoming;

did at the time of death and upon the death of Greg James, deceased, on the 20th day of March, 2002, descend unto and vest in the applicants Emma L. James and Gordon L. James, as the sole and only heirs at law and lawful distributees of Greg James, deceased.

Dated this 10th day of May, 2002.

Nancy J. Guthrie, 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

290452

RECORDED May 10 2002 9:50 AM
IN BOOK 73 Misc. PAGE 683
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

FILED
CLERK OF WYOMING
CASPER

2002 FEB 26 AM 11:30

CLERK
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING

CONDOR EXPLORATION, LLC)
)
Plaintiff,)
)
vs.) Case No. 01-CV-035-B
)
D.R. GRIFFIN & ASSOCIATES, INC.,)
)
Defendant.)

290462

RECORDED May 13 2002 8:30 AM
IN BOOK 73 Misc. PAGE 684
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

JUDGMENT

This matter came before the Court for a Non-Jury trial on Monday, December 10, 2001, through Wednesday, December 12, 2001. In accordance with the Court's Findings of Fact and Conclusions of Law dated February 22, 2002, **IT IS HEREBY ORDERED** that: Judgment is entered in favor of Defendant D.R. Griffin & Associates, Inc., against the Plaintiff Condor Exploration, LLC, for the principal sum of $795,534.37, for Defendant's costs of this action, and for interest on this judgment at the highest legal rate allowed by law until fully paid and satisfied.

Dated this 25th day of February, 2002.

ENTERED
ON THE DOCKET
Feb. 26, 2002
(Date)
Betty A. Gries, Clerk
by D Nielsen
Deputy Clerk

Clarence A. Brimmer,
United States District Judge

4

684

RECORDED Mar 13 2002 8:30AM
IN BOOK 73 Misc PAGE 685
FEES $ 8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Lee
290463

FILED
DISTRICT OF WYOMING
CHEYENNE
2002 MAR 19 AM 9:22
CLERK
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF WYOMING

CONDOR EXPLORATION, LLC Plaintiff, vs. D.R. GRIFFIN & ASSOCIATES, INC., Defendant.	)	Case No. 01-CV-035-B

ORDER AMENDING JUDGMENT

This matter comes before the Court on Plaintiffs' Rule 59 Motion to Amend Judgment. Upon Defendant's Stipulation to Amend Judgment and further consideration of the matter, the Court **FINDS** and **ORDERS** as follows:

Plaintiffs' Rule 59 Motion to Amend Judgment is **GRANTED**;

The Court's Judgment entered on February 26, 2002, and the Findings of Fact and Conclusions of Law entered on February 25, 2002, upon which the Judgement was based, mistakenly included $51,857.00 for work on the "slug catcher," which was previously included in Defendant's Counterclaim.

THEREFORE IT IS HEREBY ORDERED THAT the Court's Judgment entered on February 26, 2002, and the Findings of Fact and

DISTRICT COURT
DISTRICT OF WYOMING
Beryl A. Gross
Clerk

4k

Conclusions of Law entered on February 25, 2002, upon which the Judgement was based, shall be **AMENDED** to eliminate the $51,857.00 for work on the "slug catcher," and that the final Judgment be awarded in favor of the Defendant for the principal sum of $743,677.37, for Defendant's costs of this action, and for interest on this amount at the highest legal rate allowed by law until fully paid and satisfied.

Dated this 18th Day of March 2002.

Clarence A. Brimmer

CLARENCE A. BRIMMER
UNITED STATES DISTRICT JUDGE

ENTERED
ON THE DOCKET
March 19, 2002
(Date)
Betty A. Gilcrease, Clerk
by D Nielsen
Deputy Clerk

6816

687

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: MARCH 11, 1993
Recorded: APRIL 5, 1993, BOOK 61, PAGE 325, DOC #241017
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 #T12X-31G
LN-1238

RECORDED May 13 2002 1:20 PM
IN BOOK 73 Misc. PAGE 687
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss **290475**
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me by Alan D. Wurtz, Attorney-in-Fact for Williams Gas Processing Company, this 4th day of March, 2002.

Witness my hand and official seal.

_____
Carolene Underwood - Notary Public

My Commission Expires: June 15, 2004

March 4, 1994

WILLIAMS GAS PROCESSING

BIG PINEY GATHERING SYSTEM

TIP TOP #T12X-31G

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

SECTION 31, TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH P.M.

SUBLETTE COUNTY, WYOMING

A strip of land 60 feet wide across a portion of Section 31, 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; 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 31, said point bears North 53°42' West, a distance of 1796.0 feet from the South quarter corner of said Section 31;

Thence South 77°40' West, a distance of 25.3 feet;

Thence North 66°16' West, a distance of 40.0 feet;

Thence North 30°12' West, a distance of 400.1 feet;

Thence North 23°12' West, a distance of 1718.5 feet to a point located in the Southwest quarter of the Northwest quarter of Section 31, said point bears North 71°01' East, a distance of 623.3 feet from the West quarter corner of said Section 31.

The length of the above described survey line is 2183.9 feet, or 132.357 rods, or 0.414 miles.

Dwg. No. 5A761.0-18-1

R/W No. 01238

689

RELEASE OF CONSTRUCTION LIEN

THE UNDERSIGNED, M&M CONSTRUCTION, INC., a Wyoming Corporation, 264 Lost Wells, Riverton, Wyoming, 82501, hereby certifies that the Construction Lien (Lien Statement) dated January 7, 2000, executed by Bill Martin, President, M&M Construction, Inc., as Claimant, claimed a construction lien against JEANE SOUMIE, and against her real property, recorded January 11, 2000 in the office of the Sublette County Clerk, State of Wyoming, in Book 70 of Misc., Page 507, has been fully paid, satisfied, released, and discharged, and that the property secured thereby, including but not limited to:

> Tract Three (3) of the Scout's View Large Tract Development, Sublette County, Wyoming, as set out on Map recorded July 16, 1996, in Book 66 of Misc., Page 149 in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

should be and hereby is released from the lien of such Construction Lien (Lien Statement).

IN WITNESS WHEREOF, the undersigned has executed this Release of Lien on the 2 day of January, 2001~~.~~ 2

M&M Construction, Inc.,
a Wyoming Corporation

BY: Bill Martin
Bill Martin, President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

Subscribed and acknowledged before me this 2nd day of January, 2001~~.~~ 2002, by Bill Martin, President of M&M Construction, Inc., a Wyoming Corporation, and he being first duly sworn by me upon his oath says that he is signing the foregoing Release of Construction Lien as his own free and voluntary act, with consent and authority from the Board of Directors of M&M Construction, Inc., a Wyoming Corporation, to sign as their agent and to act on their behalf.

WITNESS my hand and official seal.

NOTARY PUBLIC
LARA F. MILLER
COUNTY OF FREMONT
STATE OF WYOMING
My Commission Expires Feb. 7, 2004

Lara F. Miller
Notary Public

My commission expires: 2/7/2004

290502

FILED May 14 02 8:50 A
IN BOOK 73 Misc. PAGE 689
FEES $ 6.00 Mary L. Lehfeldt CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Jackson

VERIFICATION OF SUCCESSOR SOLE TRUSTEE

SHIRLEY M.CILENSEK, being first duly sworn upon her oath according to law, certifies and states as follows:

1. That on the 11th day of November, 1998, SHIRLEY M. CILENSEK, acting as Settlor, and SHIRLEY M. CILENSEK and CARL F. CILENSEK, acting as Trustees, entered into an agreement creating the SHIRLEY M. CILENSEK DECEMBER 31, 1980 FAMILY TRUST, which trust, for formal purposes, has heretofore been referred to as:

SHIRLEY M. CILENSEK and CARL F. CILENSEK, Trustees, or their successors in trust, under the SHIRLEY M. CILENSEK DECEMBER 31, 1980 FAMILY TRUST, and any amendments thereto

2. That on the 11th day of November, 1998, SHIRLEY M. CILENSEK, as Settlor, and SHIRLEY M. CILENSEK and CARL F. CILENSEK, acting as Trustees, amended such trust and restated such trust in its entirety.

3. That CARL F. CILENSEK died at Rock Springs, Sweetwater County, Wyoming, on the 17th day of April, 2001, as reflected by the copy of his Certificate of Death attached hereto.

4. That upon the death of CARL F. CILENSEK, SHIRLEY M. CILENSEK succeeded to the trusteeship of CARL F. CILENSEK under said trust, all in accordance with Section 3.a. of Article Fifteen of said trust.

5. That for purposes of holding title to trust assets, beneficiary designations, transfers directly to the trust, and formal correspondence, said trust shall hereafter be referred to as:

SHIRLEY M. CILENSEK, sole Trustee, or her successors in trust under the SHIRLEY M. CILENSEK DECEMBER 31, 1980 FAMILY TRUST, and any amendments thereto

6. That attached hereto, and by this reference made a part hereof, is a legal description of certain real property in which the SHIRLEY M. CILENSEK DECEMBER 31, 1980 FAMILY TRUST, has ownership, and which is affected by this Verification.

290564

RECORDED May 16 2002 3:10 PM
IN BOOK 73 Misc. PAGE 690
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

Shirley M. Cilensek

SHIRLEY M. CILENSEK, sole Trustee
under the SHIRLEY M. CILENSEK
DECEMBER 31, 1980 FAMILY TRUST

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

The foregoing instrument was acknowledged before me this 14 day of May, 2002, by SHIRLEY M. CILENSEK, sole Trustee of the SHIRLEY M. CILENSEK DECEMBER 31, 1980 FAMILY TRUST.

Witness my hand and official seal.

My commission expires:

6-25-05

Susan L. Mitchell
Notary Public

SUSAN L. MITCHELL
Commission Expires
NOTARY
PUBLIC
JUNE 25, 2005
SWEETWATER COUNTY, WYOMING

63

LOCAL FILE NUMBER

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
CARL	F.	CILENSEK	Male	April 17, 2001

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-24-5452	70					December 8, 1930

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
1305 Liberty Drive	Rock Springs	Sweetwater

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

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	Retired Contractor	Construction

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	1305 Liberty 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)	16. DECEDENT'S EDUCATION 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
Frank		Cilensek	Frances		Adovnik

INFORMANT

19a. INFORMANT - NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mr. Rick Cilensek	Son

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
223 Liberty Street	Rock Springs, Wyoming		82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY - NAME	20d. LOCATION CITY OR TOWN STATE
Burial	Apr. 20, 2001	Saint Joseph's Section - Rock Springs Municipal	Rock Springs, Wyoming

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ T. R. Sy	485	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
04/18/01	9:27 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) ▶ Coroner

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH	23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
April 23, 2001	9:27 A M	April 17, 2001	11:05 A M

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

Mircea R. Boiciuc, M.D., 1204 Hilltop Drive, Suite 108-A, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature)	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
▶ T. R. Sy	April 23, 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. Small Cell Carcinoma of the Lung	Unknown
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	DUE TO (OR AS A CONSEQUENCE OF): b.	
	DUE TO (OR AS A CONSEQUENCE OF): c.	
	DUE TO (OR AS A CONSEQUENCE OF): d.	

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

End Stage Chronic Obstructive Pulmonary Disease, Cor Pulmonale

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

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

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

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

VR 2-89
8/97 15M

DATE ISSUED July 11, 2001

THIS IS TO CERTIFY THAT this is a true correct conformed reproduction of the original copy of the death certificate completed by the VASE FUNERAL HOME and submitted to the VITAL RECORDS SERVICES, Wyoming Department of Health and Social Services, Division of Health and Medical Services at Cheyenne, Wyoming.

Jackie Dawson

VASE FUNERAL HOME
154 Elk Street
Rock Springs, Wyoming 82901

STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

Subscribed and sworn to before me a Notary Public this 11th day of July, 2001

T. R. Sy

My commission expires on April 21, 2002

692

693

ATTACHMENT

Lot Numbered Nine (9) of the Mountain View Ranch Estates, 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.

VERIFICATION OF SUCCESSOR SOLE TRUSTEE

SHIRLEY M.CILENSEK, being first duly sworn upon her oath according to law, certifies and states as follows:

1. That on the 11th day of November, 1998, CARL F. CILENSEK, acting as Settlor, and CARL F. CILENSEK and SHIRLEY M. CILENSEK, acting as Trustees, entered into an agreement creating the CARL F. CILENSEK DECEMBER 31, 1980 FAMILY TRUST, which trust, for formal purposes, has heretofore been referred to as:

CARL F. CILENSEK and SHIRLEY M. CILENSEK, Trustees, or their successors in trust, under the CARL F. CILENSEK DECEMBER 31, 1980 FAMILY TRUST, and any amendments thereto

2. That on the 11th day of November, 1998, CARL F. CILENSEK, as Settlor, and CARL F. CILENSEK and SHIRLEY M. CILENSEK, acting as Trustees, amended such trust and restated such trust in its entirety.

3. That CARL F. CILENSEK died at Rock Springs, Sweetwater County, Wyoming, on the 17th day of April, 2001, as reflected by the copy of his Certificate of Death attached hereto.

4. That upon the death of CARL F. CILENSEK, SHIRLEY M. CILENSEK succeeded to the trusteeship of CARL F. CILENSEK under said trust, all in accordance with Section 3.c. of Article Fifteen of said trust.

5. That for purposes of holding title to trust assets, beneficiary designations, transfers directly to the trust, and formal correspondence, said trust shall hereafter be referred to as:

SHIRLEY M. CILENSEK, sole Trustee, or her successors in trust under the CARL F. CILENSEK DECEMBER 31, 1980 FAMILY TRUST, and any amendments thereto

6. That attached hereto, and by this reference made a part hereof, is a legal description of certain real property in which the CARL F. CILENSEK DECEMBER 31, 1980 FAMILY TRUST, has ownership, and which is affected by this Verification.

290565

RECORDED May 16 2002 3:10 PM
IN BOOK 73 Misc. PAGE 694
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Shirley M. Cilensek

SHIRLEY M. CILENSEK, sole Trustee
under the CARL F. CILENSEK
DECEMBER 31, 1980 FAMILY TRUST

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

The foregoing instrument was acknowledged before me this 14 day of May, 2002, by SHIRLEY M. CILENSEK, sole Trustee of the CARL F. CILENSEK DECEMBER 31, 1980 FAMILY TRUST.

Witness my hand and official seal.

My commission expires:

6-25-05

Susan L. Mitchell
Notary Public

SUSAN L. MITCHELL
Commission Expires
NOTARY
PUBLIC
JUNE 25, 2005
SWEETWATER COUNTY, WYOMING

63

LOCAL FILE NUMBER

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME FIRST	MIDDLE	LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
CARL	F.	CILENSEK	Male	April 17, 2001

4. SOCIAL SECURITY NUMBER	5a. AGE-Last Birthday (Years)	5b. UNDER 1 YEAR Months	5b. UNDER 1 YEAR Days	5c. UNDER 1 DAY Hours	5c. UNDER 1 DAY Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
520-24-5452	70					December 8, 1930

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
1305 Liberty Drive	Rock Springs	Sweetwater

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

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	Retired Contractor	Construction

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sweetwater	Rock Springs	1305 Liberty Drive

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
Frank		Cilensek	Frances		Adovnik

INFORMANT

19a. INFORMANT-NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Mr. Rick Cilensek	Son

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
223 Liberty Street	Rock Springs, Wyoming		82901

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY-NAME	20d. LOCATION CITY OR TOWN STATE
Burial	Apr. 20, 2001	Saint Joseph's Section - Rock Springs Municipal	Rock Springs, Wyoming

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ [signature]	485	Vase Funeral Home	85	154 Elk Street Rock Springs, Wyoming

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

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

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
04/18/01	9:27 A M

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

To be Completed by CORONER Only

23a. On the basis of examination and / or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) ▶ [signature] Coroner

23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH	23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
April 23, 2001	9:27 A M	April 17, 2001	11:05 A M

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

Mircea R. Boiciuc, M.D., 1204 Hilltop Drive, Suite 108-A, Rock Springs, Wyoming 82901

25a. REGISTRAR (Signature) ▶ [signature]	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
	April 23, 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. Small Cell Carcinoma of the Lung	Unknown
	DUE TO (OR AS A CONSEQUENCE OF):	
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	b.	
	DUE TO (OR AS A CONSEQUENCE OF):	
	c.	
	DUE TO (OR AS A CONSEQUENCE OF):	
	d.	

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

End Stage Chronic Obstructive Pulmonary Disease, Cor Pulmonale

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

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

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

VR 2-89
8/97 15M

DATE ISSUED July 11, 2001

THIS IS TO CERTIFY THAT this is a true correct conformed reproduction of the original copy of the death certificate completed by the VASE FUNERAL HOME and submitted to the VITAL RECORDS SERVICES, Wyoming Department of Health and Social Services, Division of Health and Medical Services at Cheyenne, Wyoming.

[signature]
VASE FUNERAL HOME
154 Elk Street
Rock Springs, Wyoming 82901

STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

Subscribed and sworn to before me a Notary Public this 11th day of July, 2001

[signature]

My commission expires on April 21, 2002

6962

ATTACHMENT

Lot Numbered Nine (9) of the Mountain View Ranch Estates, 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.

For 567

PROOF OF DEATH & HEIRSHIP

TATLOCK'S, INC.

SEE ATTACHED EXHIBIT "A"

STATE OF Wyoming }
County of Sublette } ss.

AFFIDAVIT OF HEIRSHIP OF JAIME SINGLETARY YOUNG, **DECEASED.**

Charles Bayard Young, being first duly sworn upon oath, deposes and says:

That he was acquainted with JAIME SINGLETARY YOUNG deceased for ____ years;

that he (was not related to) (is a son of) said decedent.

That said JAIME SINGLETARY YOUNG died (testate) (intestate) on or about the 5th day of June, A. D. 1980, at about the age of 90 years.

That the said decedent was (married) (bachelor) (spinster) at time of death.

That the said decedent was married one times, and the name of each spouse, with date of death, is as follows:

Bradley Woodruff Young Date of Death July 8, 1946

That the said decedent (was not) ~~(was)~~ divorced from Bradlwy Woodruff Young

on or about the XXXX day of XXXXXXXXXX, A. D. 1XXX, in the Circuit Court of N/A County, N/A.

That the following children were born to said decedent:

NAME	DATE OF BIRTH
Esther Nelson, aka Esther Bradley (Young) Nelson	June 27, 1914
Charles Bayard Young, aka C. Bayard Young	September 3, 1918
Bradlwy W. Young	March 28, 1926
Laurel Danforth, aka Laurel Audrey (Young) Danforth	February 22, 1929
Lillian Rogers, aka Lillian Narada (Young) Rogers	April 29, 1916
Jaime Patricia Lufkin, aka Jaime Patricia (Young) Lufkin	April 17, 1921

That the following child N/A of said decedent died prior to N/a death, and left heirs as follows:

NAME	DATE OF DEATH	MARITAL STATUS	HEIRS
N/A	N/A	N/A	N/A

That no child, or children, were ever adopted by deceased, except (if any adoption, give name of child, date of adoption and court):

That the said JAIME SINGLETARY YOUNG at the date of her death, left surviving the following heirs at law, to-wit:

NAME	AGE	~~MARITAL STATUS~~	DATE OF DEATH
Esther Nelson 290571			Deceased
Charles Bayard Young			Living
Bradley W. Young			Living
Laurel Danforth			Living
Lillian Roger			Living
Jaime Patricia Lufkin			Living

RECORDED May 16 2002 3:50 PM
IN BOOK 73 Misc. PAGE 698
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

That all of said heirs at law were and are of sound mind, and that none of them are incompetent, except:

That all debts and claims against the estate of said JAIME SINGLETARY YOUNG were fully paid and at the time of HER death SHE was the owner of or had an interest in the following described real estate, to-wit: Oil, Gas & other mineral interest in and to:

Township 30 North, Range 112 West, 6th P. M.
Section 3: Lot 1
Township 31 North, Range 112 West, 6th P.M.
Section 34: SENE, W/2SE/4
Section 35: SW/4
containing 318.58 acres, more or less

Township 30 North, Range 112 West, 6th P.M.
Section 22: S/2SE/4, NESW, S/2SW/4
Section 27: N/2NE/4
containing 280.00 acres, more or less.

Signed X Charles Bayard Young
Charles Bayard Young

Subscribed and sworn to before me this 29th day of December, A. D. 2001

Nancy E. Dillett
Notary Public.

SEE OVER FOR SEAL

STATE OF Colorado)
)ss.
COUNTY OF Denver)

This instrument was executed, before me, a Notary Public, this 29th day of December, 2001 by Charles Bayard Young:

My Commission Expires: Oct 19, 2003

Notary Public
6460 E. Yale Ave.
Denver, Colorado 80222

EXHIBIT "A"
Attached to Proof of Death & Heirship

M [illegible] of
Owners Association
Approved Form Revised

AMERICAN LAW PRINT CO. INC.

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT Charles E. Singletary,
a widower

of Seattle, Washington (Give Exact Postoffice Address) hereinafter called Grantor, (whether one or more) for and in consideration of the sum of Ten and more Dollars ($ 10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Joanne M Young

of Seattle, Washington (Give Exact Postoffice Address), hereinafter called Grantee (whether one or more) All of Grantor's interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Sublette County, State of Wyoming, to-wit:

Tract 1: T. 30 N., R. 112 W., 6th P.M.
Sec. 22: $S\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$
Sec. 27: $N\frac{1}{2}NE\frac{1}{4}$
280.00-acres, more or less

Tract 2: T. 30 N., R. 112 W., 6th P.M.
Sec. 3: Lot 1 ($NE\frac{1}{4}NE\frac{1}{4}$)
T. 31 N., R. 112 W., 6th P.M.
Sec. 34: $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec. 35: $SW\frac{1}{4}$
318.58 acres, more or less

containing 598.58 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein her heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor does hereby warrant said title to Grantee her heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein her heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS hand this 22nd day of August 19 68

Charles E. Singletary
Charles E. Singletary

STATE OF Washington
COUNTY OF Sevier } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 22nd day of August, 19 68, personally appeared Charles E. Singletary and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires December 19 1968

Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of , 19 , before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came , president of , a corporation of the State of , personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires

Notary Public

701

Form 207

PROOF OF DEATH & HEIRSHIP

TAYLOCK'S, INC.

SEE ATTACHED EXHIBIT "A"

STATE OF Wyoming
County of Sublette } ss.

AFFIDAVIT OF HEIRSHIP OF JAIME SINGLETARY YOUNG **DECEASED.**

Laurel Danforth, being first duly sworn upon oath, deposes and says:

That he was acquainted with JAIME SINGLETARY YOUNG deceased for ____ years; that he (was not related to) (is a daughter of) said decedent.

That said JAIME SINGLETARY YOUNG died (testate) (intestate) on or about the 5th day of June, A. D. 1980, at about the age of 90 years.

That the said decedent was (married) (bachelor) (spinster) at time of death.

That the said decedent was married one times, and the name of each spouse, with date of death, is as follows:

Bradley Woodruff Young Date of Death July 8, 1946

That the said decedent (was not) (was) divorced from Bradley Woodruff Young on or about the XXXX day of XXXXXXXXXX, A. D. 1XXX, in the Circuit Court of N/A County, N/A.

That the following children were born to said decedent:

NAME	DATE OF BIRTH
Esther Nelson, aka Esther Bradley (Young) Nelson	June 27, 1914
Charles Bayard Young, aka C. Bayard Young	September 3, 1918
Bradley W. Young	March 28, 1926
Laurel Danforth, aka Laurel Audrey (Young) Danforth	February 22, 1929
Lillian Rogers, aka Lillian Narada (Young) Rogers	April 29, 1916
Jaime Patricia Lufkin, aka Jaime Patricia (Young) Lufkin	April 17, 1921

That the following child N/A of said decedent died prior to N/a death, and left heirs as follows:

NAME	DATE OF DEATH	MARITAL STATUS	HEIRS
N/A	N/A	N/A	N/A

That no child, or children, were ever adopted by deceased, except (if any adoption, give name of child, date of adoption and court):

That the said JAIME SINGLETARY YOUNG at the date of her death, left surviving the following heirs at law, to-wit:

NAME	AGE	MARITAL STATUS	DATE OF DEATH
Esther Nelson			Deceased
Charles Bayard Young			Living
Bradley W. Young			Living
Laurel Danforth			Living
Lillian Roger			Living
Jaime Patricia Lufkin			Living

290572

RECORDED Mar 11 2002 3:50 PM
IN BOOK 73 MISC - PAGE 701
FEES $ 10.00 Mary L Lukes COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Cox

That all of said heirs at law were and are of sound mind, and that none of them are incompetent, except:

That all debts and claims against the estate of said JAIME SINGLETARY YOUNG were fully paid and at the time of HER death SHE was the owner of or had an interest in the following described real estate, to-wit: Oil, Gas & other mineral interest in and to:

Township 30 North, Range 112 West, 6th P. M.
Section 3: Lot 1
Township 31 North, Range 112 West, 6th P.M.
Section 34: SENE, W/2SE/4
Section 35: SW/4
containing 318.58 acres, more or less

Township 30 North, Range 112 West, 6th P.M.
Section 22: S/2SE/4, NESW, S/2SW/4
Section 27: N/2NE/4
containing 280.00 acres, more or less.

Signed Laurel Danforth
Laurel Danforth

Subscribed and sworn to before me this 20 day of Feb, A. D. 2002

John W. Campbell
Notary Public.

JOHN W. CAMPBELL
Commission # 1209099
Notary Public - California
San Mateo County
My Comm. Expires Jan 24, 2003

STATE OF California)
)ss.
COUNTY OF San Mateo)

This instrument was executed, before me, a Notary Public, this 20 day of Feb 2002, ~~2001~~ by LAUREL DANFORTH.

My Commission Expires:

John W. Campbell
Notary Public

JOHN W. CAMPBELL
Commission # 1209099
Notary Public - California
San Mateo County
My Comm. Expires Jan 24, 2003

EXHIBIT "A"
Attached to Proof of Death & Heirship

M[illegible] by
Owners Association
Approved Form Revised

ARKANSAS BLUE PRINT CO.

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT Charles E. Singletary, a Widower

of Seattle, Washington (Give Exact Postoffice Address) hereinafter called Grantor, (whether one or more) for and in consideration of the sum of Ten and more Dollars ($ 10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Joanne M Young

of Seattle, Washington (Give Exact Postoffice Address), hereinafter called Grantee (whether one or more) All of Grantor's interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in ~~Sublette~~ County, State of Wyoming to-wit:

Tract 1: T. 30 N., R. 112 W., 6th P.M.
Sec. 22: S½SE¼, NE¼SW¼, S½SW¼
Sec. 27: N½NE¼
280.00-acres, more or less

Tract 2: T. 30 N., R. 112 W., 6th P.M.
Sec. 3: Lot 1 (NE¼NE¼)
T. 31 N., R. 112 W., 6th P.M.
Sec. 34: SE¼NE¼, E½SE¼
Sec. 35: SW¼
318.58 acres, more or less

containing 598.58 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easements with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein her heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor does hereby warrant said title to Grantee her heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein her heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS hand this 22nd day of August 19 68

Charles E. Singletary
Charles E. Singletary

STATE OF Washington
COUNTY OF King } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 22nd day of August, 19 68, personally appeared Charles E. Singletary and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires December 19 1969

Notary Public

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____, _____ president of _____ a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public

PROOF OF DEATH & HEIRSHIP

SEE ATTACHED EXHIBIT "A" and Exhibit "B"

STATE OF Wyoming
County of Sublette } ss.

AFFIDAVIT OF HEIRSHIP OF JAIME SINGLETARY YOUNG, **DECEASED.**

Bradley W. Young, being first duly sworn upon oath, deposes and says:

That he was acquainted with JAIME SINGLETARY YOUNG deceased for years;

that he (was not related to) (is a Son of) said decedent.

That said JAIME SINGLETARY YOUNG died (testate) (intestate) on or about the 5th day of June, A. D. 1980, at about the age of 90 years.

That the said decedent was (married) (bachelor) (spinster) at time of death.

That the said decedent was married one times, and the name of each spouse, with date of death, is as follows:

Bradley Woodruff Young Date of Death July 8, 1946

That the said decedent (was not) ~~was~~ divorced from Bradley Woodruff Young

on or about the XXXX day of XXXXXXXXXX, A. D. 1XXX, in the Circuit Court of N/A County, N/A.

That the following children were born to said decedent:

NAME	DATE OF BIRTH
Esther Nelson, aka Esther Bradley (Young) Nelson	June 27, 1914
Charles Bayard Young, aka C. Bayard Young	September 3, 1918
Bradley W. Young	March 28, 1926
Laurel Danforth, aka Laurel Audrey (Young) Danforth	February 22, 1929
Lillian Rogers, aka Lillian Narada (Young) Rogers	April 29, 1916
Jaime Patricia Lufkin, aka Jaime Patricia (Young) Lufkin	April 17, 1921

That the following child N/A of said decedent died prior to N/A death, and left heirs as follows:

NAME	DATE OF DEATH	MARITAL STATUS	HEIRS
N/A	N/A	N/A	N/A

That no child, or children, were ever adopted by deceased, except (if any adoption, give name of child, date of adoption and court):

That the said JAIME SINGLETARY YOUNG at the date of her death, left surviving the following heirs at law, to-wit:

NAME	AGE	MARITAL STATUS	DATE OF DEATH
Esther Nelson			Deceased
Charles Bayard Young			Living
Bradley W. Young			Living
Laurel Danforth			Living
Lillian Roger			Living
Jaime Patricia Lufkin			Living

290573

RECORDED Feb 16 2002 3:50 PM
IN BOOK 73 Misc. PAGE 704
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

That all of said heirs at law were and are of sound mind, and that none of them are incompetent, except:

That all debts and claims against the estate of said JAIME SINGLETARY YOUNG were fully paid and at the time of HER death SHE was the owner of or had an interest in the following described real estate, to-wit: Oil, Gas & other mineral interest in and to:

Township 30 North, Range 112 West, 6th P. M.
Section 3: Lot 1
Township 31 North, Range 112 West, 6th P.M.
Section 34: SENE, W/2SE/4
Section 35: SW/4
containing 318.58 acres, more or less

Township 30 North, Range 112 West, 6th P.M.
Section 22: S/2SE/4, NESW, S/2SW/4
Section 27: W/2NE/4
containing 280.00 acres, more or less.

Signed: Bradley W. Young
Bradley W. Young

Subscribed and sworn to before me this 12th day of February A. D. 2002

Sheryl Blumer
Notary Public.

SHERYL BLUMER NOTARY PUBLIC SUBLETTE COUNTY WYOMING MY COMMISSION EXPIRES MAY 9, 2005

My appointment expires 05/09/05

STATE OF Washington)
)ss.
COUNTY OF King)

This instrument was executed, before me, a Notary Public, this 12th day of February, ~~2001~~ 2002 by Bradley W Young.

My Commission Expires:

05/09/05

Sheryl Blumer
Notary Public Sheryl Blumer

SHERYL BLUMER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 9, 2005

EXHIBIT "A"
Attached to Proof of Death & Heirship

Oklahoma Association of Approved Farm Dealers

Barnes Bros Print Co Inc

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT Charles E. Singletary,
a widower

of Seattle, Washington (One Exact Postoffice Address) hereinafter called Grantor, (whether one or more) for and in consideration of the sum of Ten and more Dollars ($ 10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Joanne M Young,
of Seattle, Washington (One Exact Postoffice Address), hereinafter called Grantee (whether one or more) All of Grantor's interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Subscribe County, State of Wyoming, to-wit:

Tract 1: T. 30 N., R. 112 W., 6th P.M.
Sec. 22: S½SE¼, NE¼SW¼, S½SW¼
Sec. 27: N½NE¼
280.00-acres, more or less

Tract 2: T. 30 N., R. 112 W., 6th P.M.
Sec. 3: Lot 1 (NE¼NE¼)
T. 31 N., R. 112 W., 6th P.M.
Sec. 34: SE¼NE¼, S½SE¼
Sec. 35: SW¼
318.58 acres, more or less

containing 598.58 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any leases or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easements with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein her heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor does hereby warrant said title to Grantee her heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein her heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS hand this 22nd day of August 19 68

Charles E. Singletary
Charles E. Singletary

STATE OF Washington
COUNTY OF King } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 22nd day of August, 19 68, personally appeared Charles E. Singletary and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires December 19 1969

Notary Public

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____, _____ president of _____, a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires: _____

_____
Notary Public

707

VITAL RECORDS

CERTIFICATE OF DEATH

LOCAL FILE NUMBER

146-8

STATE FILE NUMBER

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEM 5.

DECEDENT

1. NAME - FIRST, MIDDLE, LAST: JAIME M. YOUNG
2. SEX: F
3. DEATH DATE (MO DAY YR): June 5, 1980
4. RACE (WHITE, BLACK, AM. IND ETC. SPECIFY): White
5. AGE - LAST BIRTHDAY (YRS): 90
6. UNDER 1 YEAR MOS.
7. UNDER 1 DAY DAYS HOURS MINS.
8. BIRTHDATE (MO DAY YR): Sept. 2, 1889
9. COUNTY OF DEATH: King
10. CITY, TOWN OR LOCATION OF DEATH: Seattle
11. PLACE OF DEATH - CHECK TYPE OF PLACE THEN GIVE ADDRESS OR INST NAME: 1 AT SCENE 2 IN TRANSPORT 3 EMERG ROOM 4 HOSPITAL (5) NURSING HOME — Wedgewood Rehabilitation Center
12. RECEIVED EMERGENCY I AMBULANCE FIRE/TR PARAM: No YES/
13. BIRTH STATE (IF NOT IN USA GIVE COUNTRY): California
14. CITIZEN OF WHAT COUNTRY: USA
15. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED: Widowed
16. SPOUSE (IF WIFE GIVE MAIDEN NAME): Bradley W. Young
17. WAS DECEDENT EVER I U.S. ARMED FORCES? (YES: No
18. SOCIAL SECURITY NO.: 534-28-3117 A
19. USUAL OCCUPATION (GIVE KIND OF WORK DONE DURING MOST OF WORKING LIFE EVEN IF RETIRED.): Sales Clerk
20. KIND OF BUSINESS OR INDUSTRY: Retail Sales
21. RESIDENCE - NUMBER AND STREET: 9132 Ravenna Ave. N.E.
22. CITY/TOWN, OR LOCATION: Seattle
23. INSIDE CITY LIMITS? (YES/NO): Yes
24. COUNTY: King
25. STATE: Wash.

PARENTS

26. FATHER - NAME FIRST, MIDDLE, LAST: James E. Singletary
27. MOTHER - MAIDEN NAME FIRST, MIDDLE, LAST: Lillian Agnes Lyon

INFORMANT

28. INFORMANT - NAME: Bradley W. Young, Jr.
29. MAILING ADDRESS — STREET OR RFD NO / CITY OR TOWN / STATE / ZIP: 14312 - 24th N.E., Seattle, Wa. 98125

DISPOSITION

30. BURIAL, CREMATION, REMOVAL, OTHER (SPECIFY): Cremation
31. DATE (MO DAY YR): 6/10/80
32. CEMETERY/CREMATORY - NAME: Yarington's Crematory
33. LOCATION - CITY/TOWN STATE: Seattle, Washington
34. FUNERAL DIRECTOR SIGNATURE: Kenneth G. Blanchard
35. NAME OF FACILITY: Yarington's Funeral Home
36. ADDRESS OF FACILITY: Seattle, Wa. 98146

CERTIFIER

TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN

37. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE, AND PLACE AND DUE TO THE CAUSE(S) STATED.
SIGNATURE: X Richard Roys
TITLE: MD
38. DATE SIGNED (MO DAY YR):
39. HOUR OF DEATH (24 HRS): 5:10 P.M.
40. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT):

TO BE COMPLETED ONLY BY MEDICAL EXAMINER OR CORONER

41. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION IN MY OPINION DEATH OCCURRED THE TIME, DATE, AND PLACE AND DUE TO THE CAUSE(S) STATED
SIGNATURE: X
TITLE:
42. DATE SIGNED (MO DAY YR):
43. HOUR OF DEATH (24 H
44. PRONOUNCED DEAD (MO DAY YR):
45. HOUR PRONOUNCED D (24

46. NAME AND ADDRESS OF CERTIFIER PHYSICIAN, MEDICAL EXAMINER OR CORONER (TYPE OR PRINT): Richard Roys, M.D., 4905 Stanford Ave. N.E., Seattle, Wa. 98105

CAUSE OF DEATH

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

47. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (A), (B) and (C))
(A) Acute Pulmonary Failure — INTERVAL BETWEEN ONS AND DEATH: Immedia
DUE TO, OR AS A CONSEQUENCE OF:
(B) Arteriosclerotic Heart Disease — INTERVAL BETWEEN ONS AND DEATH: Years
DUE TO, OR AS A CONSEQUENCE OF:
(C) And Profound Leukemia (Symptomatic) — INTERVAL BETWEEN ONS AND DEATH: 3 Years
48. OTHER SIGNIFICANT CONDITIONS CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN ABOVE: Urinary Tract Bleeding & Anemia
49. AUTOPSY? (YES (NO): No
50. WAS C OR REFERRED TO M EXAMINER OR CORONER? (YES: No
51. ACC, SUICIDE, HOM, UNDET OR PENDING INVEST (SPECIFY):
52. INJURY DATE (MO DAY YR):
53. HOUR OF INJURY (24 HRS):
54. DESCRIBE HOW INJURY OCCURRED:
55. INJURY AT WORK? (YES, NO):
56. PLACE OF INJURY - AT HOME, FARM, STREET, FACTORY, OFFICE BLDG, ETC (SPECIFY):
57. LOCATION - STREET OR RFD NO., CITY/TOWN, STATE:

58. REGISTRAR SIGNATURE: X
59. DATE RECEIVED (MO DA

FOR STATE REGISTRAR USE ONLY

ITEM	DOCUMENTARY EVIDENCE:	REVIEWED BY:	DATE:	ITEM	DOCUMENTARY EVIDENCE	REVIEWED BY	DA

DSHS 9-150 (REV. 1-80)

Exhibit "B"

Form 30/ ATLOCK'S, INC.

PROOF OF DEATH & HEIRSHIP

SEE ATTACHED EXHIBIT "A"

STATE OF Wyoming
County of Sublette } ss.

AFFIDAVIT OF HEIRSHIP OF JAIME SINGLETARY YOUNG, **DECEASED.**

Lillian Rogers, being first duly sworn upon oath, deposes and says:

That he was acquainted with JAIME SINGLETARY YOUNG deceased for ____ years;

that he (was not related to) (is a Daughter of) said decedent.

That said JAIME SINGLETARY YOUNG died (testate) (intestate) on or about the 5th day of June, A. D. 1980, at about the age of 90 years.

That the said decedent was (married) (bachelor) (spinster) at time of death.

That the said decedent was married one times, and the name of each spouse, with date of death, is as follows:

Bradley Woodruff Young Date of Death July 8, 1946

That the said decedent (was not) (was) divorced from Bradley Woodruff Young

on or about the XXXX day of XXXXXXXXXX, A. D. 1XXX, in the Circuit Court

of N/A County, N/A

That the following children were born to said decedent:

NAME	DATE OF BIRTH
Esther Nelson, aka Esther Bradley (Young) Nelson	June 27, 1914
Charles Bayard Young, aka C. Bayard Young	September 3, 1918
Bradley W. Young	March 28, 1926
Laurel Danforth, aka Laurel Audrey (Young) Danforth	February 22, 1929
Lillian Rogers, aka Lillian Narada (Young) Rogers	April 29, 1916
Jaime Patricia Lufkin, aka Jaime Patricia (Young) Lufkin	April 17, 1921

That the following child N/A of said decedent died prior to N/a death, and left heirs as follows:

NAME	DATE OF DEATH	MARITAL STATUS	HEIRS
N/A	N/A	N/A	N/A

That no child, or children, were ever adopted by deceased, except (if any adoption, give name of child, date of adoption and court):

That the said JAIME SINGLETARY YOUNG at the date of her death, left surviving the following heirs at law, to-wit:

290574

RECORDED May 16 2002 3:50 PM
IN BOOK 73 Misc PAGE 708
FEES $ 8.00 M L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

NAME	AGE	MARITAL STATUS	DATE OF DEATH
Esther Nelson			Deceased
Charles Bayard Young			Living
Bradley W. Young			Living
Laurel Danforth			Living
Lillian Roger			Living
Jaime Patricia Lufkin			Living

That all of said heirs at law were and are of sound mind, and that none of them are incompetent, except:

That all debts and claims against the estate of said JAIME SINGLETARY YOUNG were fully paid and at the time of HER death SHE was the owner of or had an interest in the following described real estate, to-wit: Oil, Gas & other mineral interest in and to:

Township 30 North, Range 112 West, 6th P. M.
Section 3: Lot 1
Township 31 North, Range 112 West, 6th P.M.
Section 34: SENE, W/2SE/4
Section 35: SW/4
containing 318.58 acres, more or less

Township 30 North, Range 112 West, 6th P.M.
Section 22: S/2SE/4, NESW, S/2SW/4
Section 27: N/2NE/4
containing 280.00 acres, more or less.

Signed Lillian Rogers
Lillian Rogers

Subscribed and sworn to before me this 13th day of February A. D. 19 2002

MICHAEL LIPKINS
COMM. #1223904
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires June 11, 2003
ABC-1 ABC-1

Notary Public.

708

709

EXHIBIT "A"
Attached to Proof of Death & Heirship

M... Uncl... ty
Owners Associations
Approved Form Revised

ARKEAS BLUE PRINT CO., INC.

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT Charles E. Singletary,
a Widower

of Seattle, Washington (Give Exact Postoffice Address) hereinafter called Grantor, (whether one or more) for and in consideration of the sum of Ten and more---------- Dollars ($ 10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Jeanne M Young

of Seattle, Washington (Give Exact Postoffice Address), hereinafter called Grantee (whether one or more) ~~XXXXXXXXXX~~ All of Grantor's interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in ~~Sublette~~ County, State of Wyoming, to-wit:

Tract 1: T. 30 N., R. 112 W., 6th P.M.
Sec. 22: $S\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$
Sec. 27: $N\frac{1}{2}NE\frac{1}{4}$
280.00-acres, more or less

Tract 2: T. 30 N., R. 112 W., 6th P.M.
Sec. 3: Lot 1 ($NE\frac{1}{4}NE\frac{1}{4}$)
T. 31 N., R. 112 W., 6th P.M.
Sec. 34: $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec. 35: $SW\frac{1}{4}$
318.58 acres, more or less

containing 598.58 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein her heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor does hereby warrant said title to Grantee her heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein her heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS hand this 22nd day of August 19 68

Charles E Singletary
Charles E. Singletary

STATE OF Washington
COUNTY OF King } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 22nd day of August, 19 68, personally appeared Charles E. Singletary and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires December 19 1969

Notary Public

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____, _____ president of _____, a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public

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

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

FOR A VALUABLE CONSIDERATION,
Doris B. Luman - Roberta Bacheller (POA), their heirs, successors, and assigns, ("Grantor"), hereby gives and grants to CenturyTel of Wyoming DBA CenturyTel, a Wyoming Corporation, its successors and assigns ("Grantee") to have and to hold forever, an easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground conduits and manholes and appurtenances including but not limited to, housing for above ground communications equipment and/or other purposes (hereinafter called "telephone company plant") upon, over, in, under, across, along and through that certain real property in the [City, Village, or Town] of: Sublette County, State of Wyoming, described as follows:

This Space Reserved For Recording Data

290579

RECORDED May 16 2002 4:40PM
IN BOOK 73 Misc. PAGE 710
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NW ¼ Sec 27 and part of Sec 28 all in Township 32N, Range 110W of the 6th PM

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

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

The location of the telephone company plant presently installed or to be installed is more particularly described as follows: **See Exhibit A attached hereto and made a part hereof.**

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

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

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

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

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

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

Dated: 05-10-02

WITNESS:

Doris B. Luman

Doris B. Luman
Name typed or printed

SIGNATURE OF GRANTOR(S):

Roberta Bacheller POA

Roberta Bacheller (POA)
Name typed or printed

STATE OF Colorado)
)SS.
COUNTY OF Larimer)

On this 10 day of May 2001, before me Alison Marie Phillips Notary Public in and for said County and State, personally appeared Doris B. Luman / Roberta Bacheller POA personally known to me (or proved to me on
(Name of Witness)
the oath of Doris B. Luman Roberta Bacheller POA to be the same person whose name is subscribed to the within instrument as a subordinating witness thereto, who, being by me duly sworn, deposes and says that (he, she) resides in the County of Larimer, State of Colorado, and that (he, she) was present and saw Roberta Bacheller POA Doris B. Luman
(Name of Grantor) Roberta Bacheller POA
personally known to (him, she) to be the same person(s) described in and whose name(s)(is, are) subscribed to the within instrument, sign and execute the same; and that (he, she) the affiant, then and there subscribed (his, her) name to said instrument as a witness.
WITHIN MY HAND and official seal, the day and year in this certificate first above written.

[SEAL]

ALISON MARIE PHILLIPS NOTARY PUBLIC STATE OF COLORADO

Alison Marie Phillips
Alison Marie Phillips
Name (typed or printed)
Notary Public of

Larimer
County of

My commission expires: 10/5/2003

Exempt from real estate transfer fee
Statutory Citation: _____
Telephone Company: CenturyTel of Wyoming, Inc.
Exchange: _____
Route: _____
Work Order No.: _____

EXHIBIT A

TELEPHONE EASEMENT

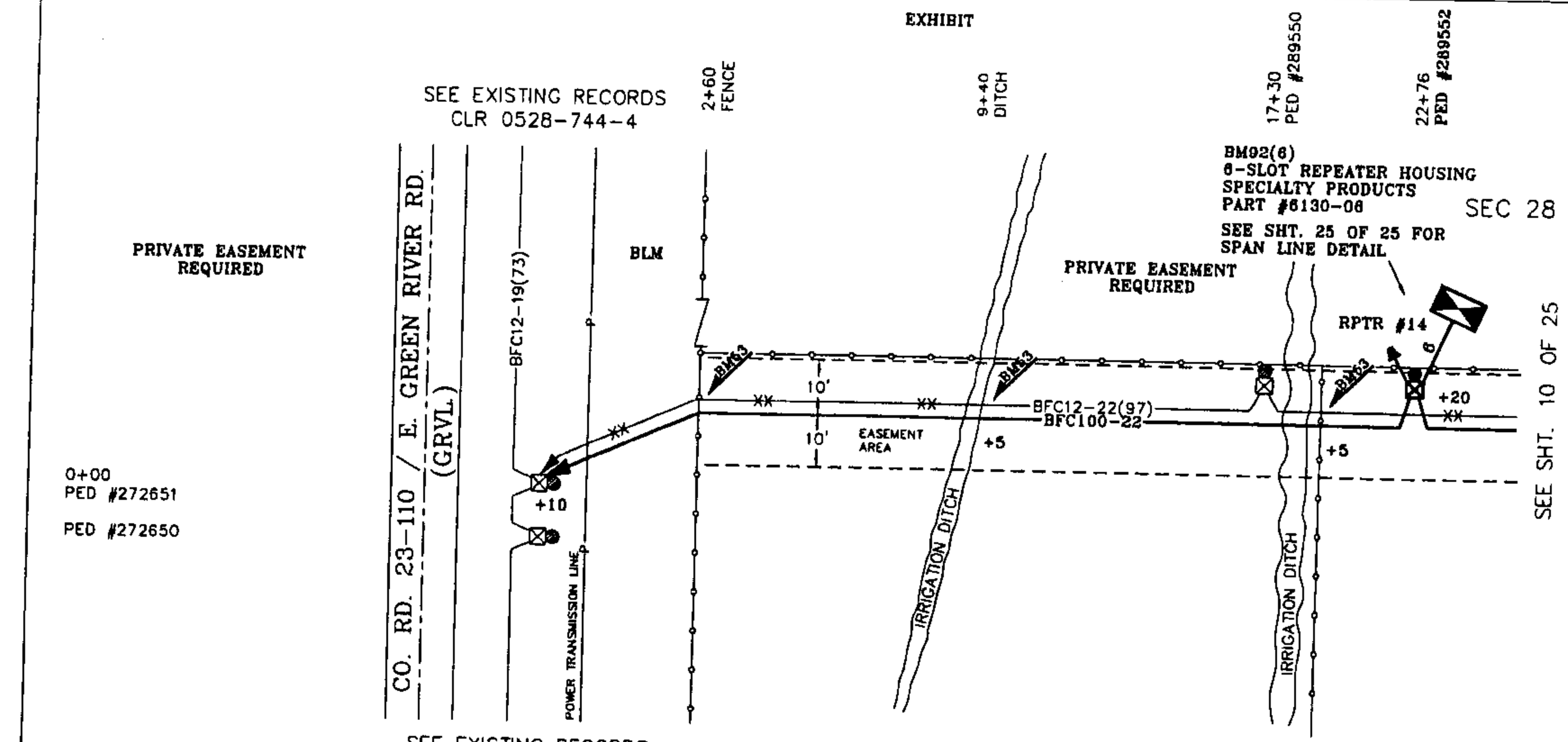
AN EASEMENT BEING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN THE NW ¼ SECTION 27 AND PART OF SECTION 28, T.32N., R.110W., 6TH P.M., SUBLETTE COUNTY, WY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS S36°33'05"W, 2,038.19 FEET FROM THE N ¼ OF SAID SECTION 27 MONUMENTED BY A STONE AND WHICH BASIS OF BEARING IS BETWEEN THE ¼ CORNER COMMON TO SECTION 21 AND SECTION 22 ALSO MONUMENTED BY A STONE, MEASURING N43°37'10"W, 3847.49 FEET.

THENCE FROM POINT OF BEGINNING S61°32'07"W, 264.93 FEET;
THENCE S73°46'54"W, 122.16 FEET;
THENCE S81°56'20"W, 61.17 FEET;
THENCE S76°09'56"W, 322.59 FEET;
THENCE S80°17'44"W, 339.67 FEET;
THENCE S73°49'14"W, 249.49 FEET;
THENCE S76°06'03"W, 327.13 FEET;
THENCE S81°03"44"W, 60.93 FEET;
THENCE S75°01'18"W, 188.92 FEET;
THENCE S76°55'27"W, 269.43 FEET;
THENCE S78°54'06"W, 223.29 FEET;
THENCE S76°13'05"W, 75.79 FEET;
THENCE N76°06'58"W, 30.92 FEET;
THENCE N89°34'47"W, 30.34 FEET;
THENCE S51°31'57"W, 81.74 FEET;
THENCE N87°44'03"W, 1712.93 FEET;
THENCE N86°10'25"W, 47.47 FEET;
THENCE N82°41'24"W, 16.14 FEET;
THENCE N76°20'05"W, 28.30 FEET;
THENCE S81°10'25"W, 46.81 FEET;
THENCE N67°54'05"W, 34.28 FEET;
THENCE N27°06'49"W, 24.24 FEET;
THENCE N10°28'00"E, 40.28 FEET;
THENCE N16°23'31"W, 10.36 FEET TO THE END OF SAID EASEMENT;

SAID EASEMENT IS 4609 FEET LONG AND APPROXIMATELY 135 FEET IS THROUGH BUREAU OF LAND MANAGEMENT (BLM) BASED ON G.L.O. RECORD SURVEY.

EXHIBIT



UTILITY LOCATIONS ARE APPROXIMATE
CONTRACTOR RESPONSIBLE FOR EXACT
LOCATION.

CO.	CENTURYTEL OF WYOMING
EXCH.	BIG PINEY
EXCH. NO.	9202
CONTRACT:	
J.O. NO.	E016412
SHEET	9 OF 25
ROUTE	
EAST GREEN RIVER	
MAP REF.	0528-744-4
TWP 32N	RGE 110W SEC 27,28
COUNTY: SUBLETTE	
NOTES:	
STAKING REVIEW BY:	
FINAL REVIEW BY:	
AS BUILT DATE:	

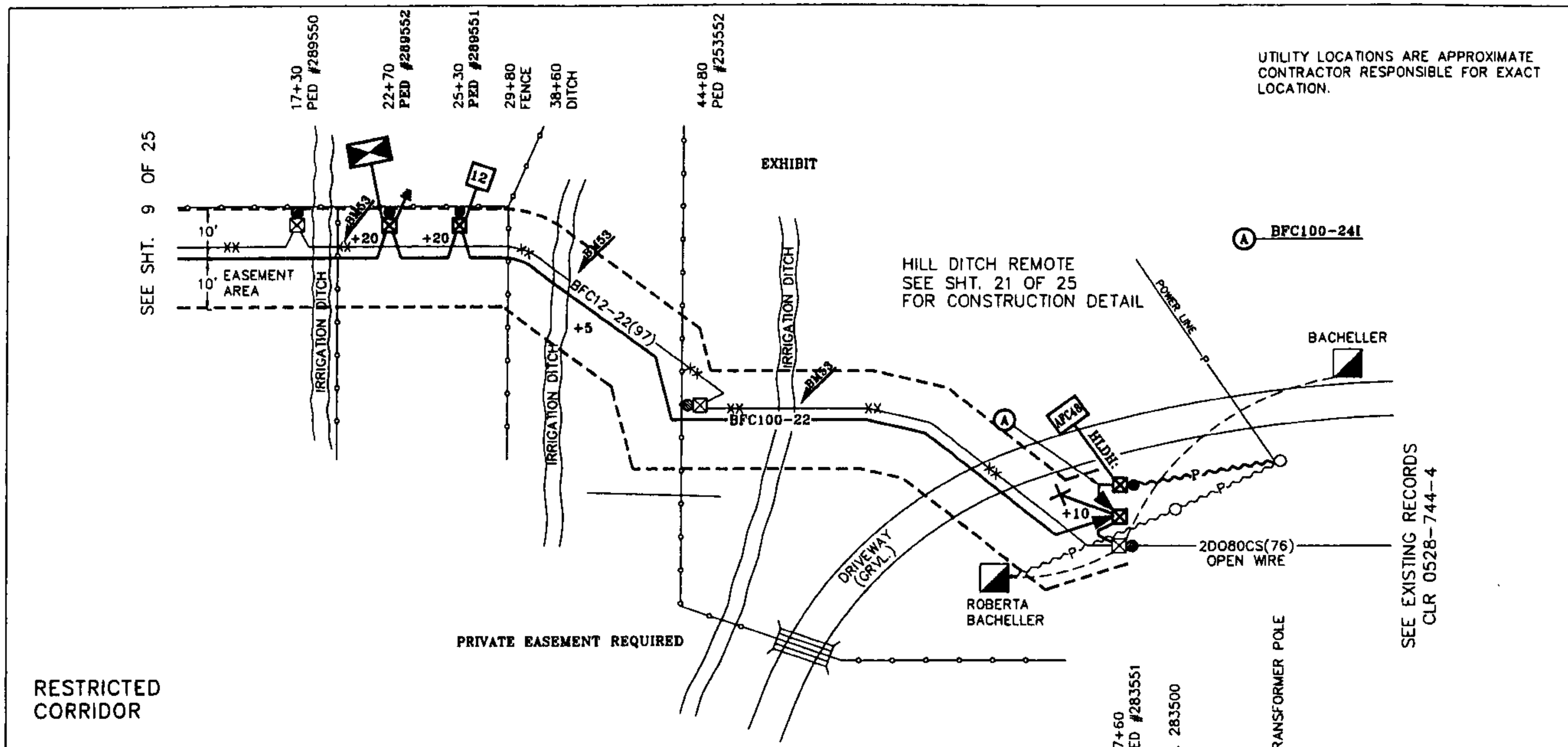
CENTURYTEL

Filename: E016412C09-25
Last Accessed By: VANNI
Last Saved: 04/18/02 1:42 PM
Staked By: D.V. 10/18/01

PED OR POLE NUMBER	BA4	BD3A	BFC100-22	BM2C	BM53	BM92(6)	BM95	HC1
272651				1	1			
289552	1	1	2316		2	1	1	4
	1	1	2316	1	3	1	1	4

PED OR POLE NUMBER	SUB NUMBER	SUB. INFO.

713



CO.	CENTURYTEL OF WYOMING
EXCH.	BIG PINEY
EXCH. NO.	9202
CONTRACT:	
J.O. NO.	E016412
SHEET	10 OF 25
ROUTE	
EAST GREEN RIVER	
MAP REF.	0528-744-4
TWP 32N	RGE 110W SEC 28
COUNTY: SUBLETTE	
NOTES:	
STAKING REVIEW BY:	
FINAL REVIEW BY:	
AS BUILT DATE:	

CENTURYTEL

PED OR POLE NUMBER	BA3	B03A	BFC100-22	BG35-1(66)	BM53
289551	1	1	300	12	2
283551			2230		
	1	1	2530	12	2

PED OR POLE NUMBER	SUB NUMBER

Filename: E016412C10-25
Last Accessed By: COLETTE
Last Saved: 04/23/02 10:54 AM
Sloked By: D.V. 10-18-01

SUB. INFO.

714

290586

RECORDED May 17 2002 10:55AM
IN BOOK 73 Misc. PAGE 715
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy [illegible]

GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT FOR TELEPHONE COMPANY PLANT BY CORPORATION

Document No.
Century Telephone Enterprises, Inc.
Form No. E3.1

Return to:

PIN No.:

FOR A VALUABLE CONSIDERATION, BLAHA RANCH INC., a WYOMING corporation, with an address of P.O. BOX 94 BOULDER WY. 82923, its successors and assigns, ("Grantor"), hereby gives and grants to CenturyTel of Montana, Inc. dba CenturyTel, with an address of 290 North Main, Kalispell, MT 59901, its successors and assigns ("Grantee") to have and to hold for a period of _____ (____) years 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, Village, or Town] of BOULDER, SUBLETTE County, State of WYOMING, described as follows:

WITHIN PROPERTY CODED AS 003 "BLAHA RANCH" IN SEC 9 T32N, R107W. A 15' WIDE EASEMENT ALONG THE SOUTHERN PROPERTY BOUNDRY ADJACENT TO STATE HWY 353 BEGINING AT A POINT 169' WEST OF MILE POST MARK 6 OF S.R. 353 TO FOLLOW PARALLEL TO AND BEGIN 10' SOUTH OF AERIAL POWER LINE FOR 2082 FEET. THEN TO RUN SOUTH WEST 360' BACK TO STATE HIGHWAY 353

(hereinafter called "the easement property")

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

The location of the telephone company plant presently installed or to be installed is more particularly described as follows: SEE ATTACHED PLAT & DESCRIPTION ABOVE "ATTACHMENT 1 & 1A

Along a line within THREE HUNDRED SIXTY feet (360') more or less, of the _____ and SOUTHERN boundary line(s) of the lands of Grantor and SEVEN feet (7') on either side thereof, for a distance of 2082 feet.

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: 5-15-02

BLAHA RANCH INC.
Name of Corporation
Federal ID No. _____

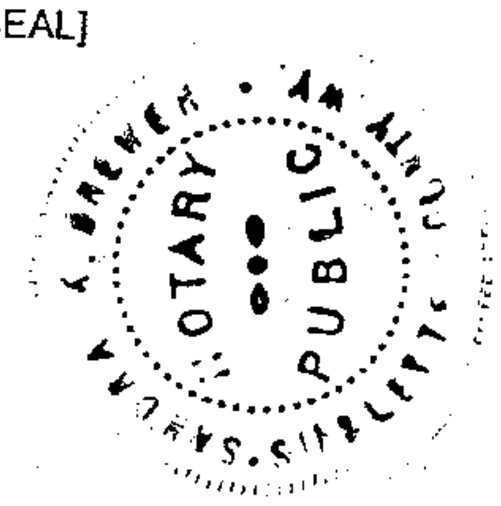
By _____(Seal)
_____President

By John A. Blaha (Seal)
_____Secretary

STATE OF WYOMING)
)SS.
COUNTY OF SUBLETTE)

On MAY 15, 2002, before me, the undersigned, a Notary Public in and for said State and County, personally appeared JOHN A. BLAHA known to me to be the _____ President and _____ known to me to be the CORPORATE Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or resolution of its board of directors.

[SEAL]



Landon K. Brewer
Name typed or printed
Notary Public of WYOMING
County of Sublette
My commission expires: Oct. 29, 2003

FENCE LICENSE

WHEREAS, Robert Ross Hocker and Angela Denise Hocker, husband and wife, hereinafter referred to as the Grantors, are the owners of certain real property located in Sublette County, Wyoming, hereinafter referred to as the Hocker Property; and,

WHEREAS, the Town of Pinedale, Sublette County, Wyoming, hereinafter referred to as the Grantee, is the owner certain real property generally known as Pinedale Airport, aka Ralph Wenz Field, located in Sublette County, Wyoming, , and hereinafter referred to as the Airport.

WHEREAS, a portion of the Airport abuts the Hocker Property and is improved with a fence installed by Grantee along the boundary line between the Airport and the Hocker Property; and,

WHEREAS, Grantee desires to acquire an license over a portion of the Hocker Property for access to, inspection and maintenance of said fence. The concerned fence and any replacement or modification thereof is hereinafter called "Grantee's Fence."; and,

WHEREAS, Grantors are agreeable to granting said license in exchange for certain consideration from the Grantor; and,

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, 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 Grantee, its successors and assigns, for the use and benefit of Grantee, its agents, representatives and contractors, a non-exclusive license for a right of way over, across and on the following real property, to-wit:

A strip of land twelve feet in width located in Lot 2, Section 31, Township 33 North, Range 108 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at a point on the easterly line of said Lot 2 which bears S. 0 degrees 26 minutes 3 seconds E., a distance of 25.87 feet from the north corner of the S¾ of said Lot 2; thence S. 0 degrees 26 minutes 43 seconds E., along said easterly line, a distance of 35.82 feet;
thence N. 57 degrees 20 minutes 00 seconds W., a distance of 112.52 feet to a point on the northerly line of said S¾ of Lot 2;
thence N. 89 degrees 25 minutes 06 seconds E., along said northerly line, a distance of 54.72 feet to a point which bears S. 89 degrees 25 minutes 06 seconds W., a distance of 39.53 feet from said northeast corner;
thence S. 57 degrees 20 minutes 00 seconds E., a distance of 47.29 feet to the point of beginning.

290617

RECORDED May 20 2002 4:10 PM
IN BOOK 73 MISC PAGE 717
FEES $ 8.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hooker

This license shall be for the purposes of pedestrian and vehicular use and transit of Grantor's Property for the purpose of access to and inspection and maintenance of Grantee's Fence and, except as set out herein, shall remain in effect until such time as Grantee's Fence may be permanently removed without intention for replacement. Upon said event Grantee shall abandon and vacate said license easement by appropriate RECORDABLE document.

This license may be terminated upon thirty (30) days written notice to Grantees or their assigns by Grantors or Grantors' successors in interest. Upon the giving of such notice, this license shall terminate at the end of said thirty (30) day notice period and be of no further force or effect. Grantors shall thereafter be authorized to execute an acknowledged Notice of Termination setting forth the facts of said termination and record the same with the County Clerk of Sublette County, Wyoming.

DATED this 20th day of May, 2002.

Robert Ross Hocker
Robert Ross Hocker

Angela Denise Hocker
Angela Denise Hocker

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 20th day of May, 2002, by Robert Ross Hocker and Angela Denise Hocker, husband and wife.

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

RELEASE & WAIVER

WHEREAS, Robert Ross Hocker and Angela Denise Hocker, husband and wife, hereinafter referred to as Grantors, are the owners in fee of a certain parcel of real property situated in the County of Sublette, State of Wyoming, hereinafter referred to as the Property; and

WHEREAS, it is understood and agreed that the following definitions pertain to certain terms used in this agreement:

1. "Airport" means Pinedale Airport, aka Ralph Wenz Field, located immediately adjacent to the Property.
2. "Grantee" means the Town of Pinedale, Wyoming, as owner of the Airport, together with Pinedale Airport Board, as operator of the Airport, and their successors and assigns.
3. "Aircraft" means any device now known or hereafter invented, used, or designated for navigation of or flight in the air, regardless of existing or future noise levels, by whomsoever owned and operated.
4. "Operation of aircraft" means an aircraft's take-off, landing, flight or other operations.
5. "Property" means the real property described as:

The S¾ of Lot 2, all of Lot 3, W2/3S¾SE¼NW¼, W½NE¼SW¼ of Section 31, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming,
EXCEPTING THEREFROM the following described tract located in the SE¼ NW¼ of said Section 31:
Beginning at a point which bears South 89 degrees 31 minutes West, a distance of 461.00 feet from the Southeast corner of the N¼SE¼NW¼ of said Section 31;
thence from said point of beginning, S. 32 degrees 40 minutes west, a distance of 589.52 feet;
thence N. 57 degrees 20 minutes W., a distance of 902.58 feet;
thence N. 89 degrees 31 minutes E., a distance of 1078.27 feet to the point of beginning.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby waive, remise and release any right or cause of action which they now have or which they may acquire in the future against Grantee, its successors and assigns, due to noise, vibration, fumes, dust, fuel particles and all other effects which may impact Grantor's Property that may be caused or may have been caused by the operation of aircraft at, on or near the Airport.

290618

RECORDED May 20 2002 4:10 PM
IN BOOK 73 MISC PAGE 719
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By TRACEY L HOOVER

It is understood and agreed that the waiver contained in this agreement shall be a burden on and shall run with the Property and shall be for the benefit of the Airport as it shall presently exist or as it may be modified in the future.

DATED this 20th day of May, 2002.

Robert Ross Hocker
Robert Ross Hocker

Angela Denise Hocker
Angela Denise Hocker

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 20th day of May, 2002, by Robert Ross Hocker and Angela Denise Hocker, husband and wife.

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

Avigation Easement

Whereas, Robert Ross Hocker & Angela Denise Hocker, 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 Seven Hundred Twenty Dollars ($720.00) 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 36 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 5 day of 20TH 2002 ~~2000~~.

290619

RECORDED May 20 2002 AT 02:40 P.M.
IN BOOK 73, MISC PAGE 721
FEES $ 10.00 M
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Tracey L Hoover

By: Robert Ross Hocker
Robert Ross Hocker

By: Angela Denise Hocker
Angela Denise Hocker

STATE OF Wyoming)
) SS
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 20 day of May 2002 ~~2000~~, by Robert Ross Hocker & Angela Denise Hocker

WITNESS my hand and official seal.

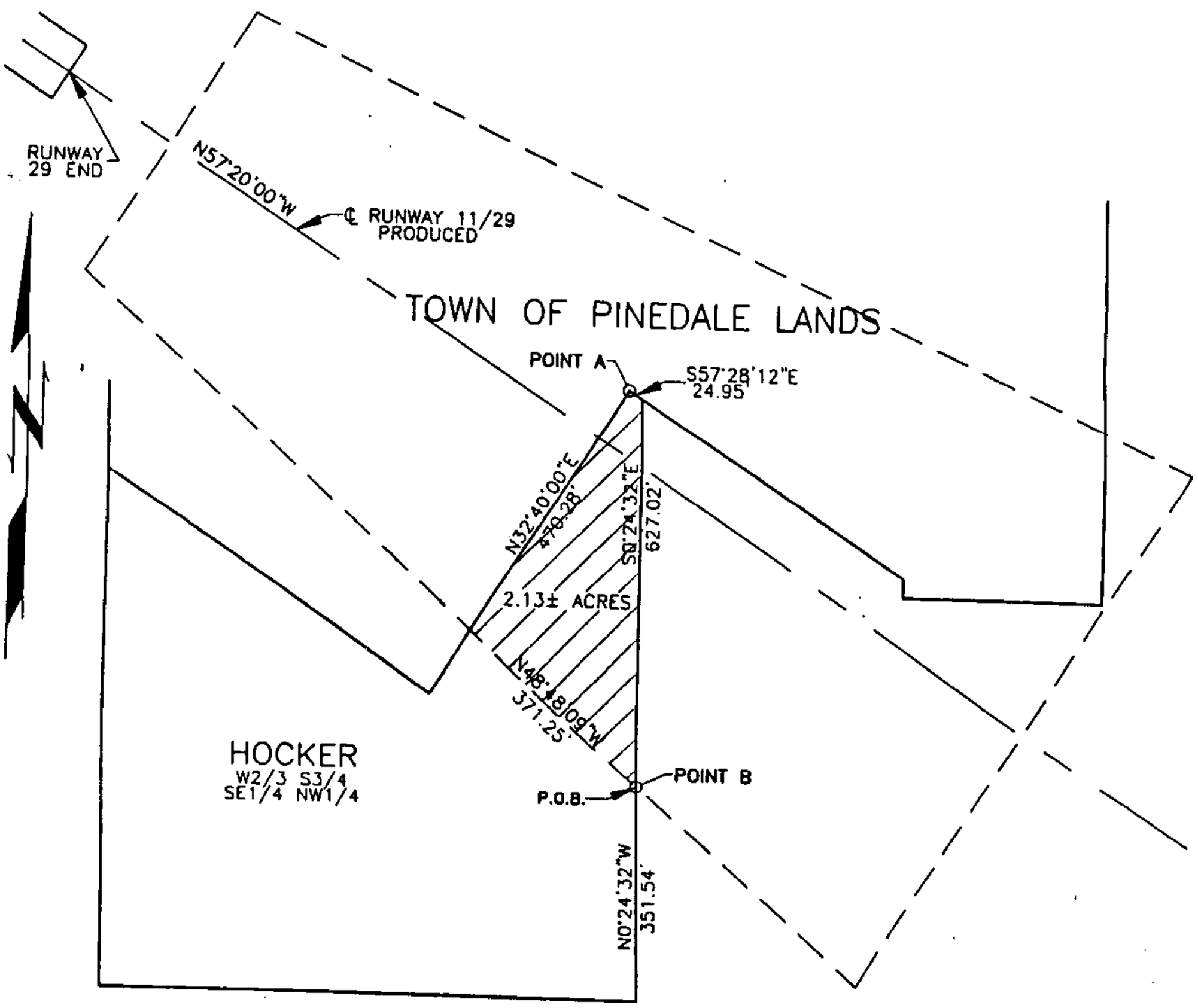
My commission expires: 12/12/2002

Notary Public

[SEAL]

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

T 33 N, R 108 W
SECTION 31



300 150 0 300

SCALE IN FEET

LEGEND

PROPERTY LINE _____

RUNWAY PROTECTION ZONE _ _ _ _

PROPOSED EASEMENT /////

Professional Land Surveyor
RICHARD T. MUSCIO
6827
Date 10-6-00
WYOMING

EXHIBIT "A"

MAP SHOWING

AVIGATION EASEMENT REQUIRED

WITHIN

RALPH WENZ FIELD

PINEDALE, WYOMING

Exhibit "B"
AN AVIGATION EASEMENT FOR
RALPH WENZ FIELD
TO BE ACQUIRED BY THE
TOWN OF PINEDALE ON LANDS PRESENTLY
OWNED BY ROBERT ROSS HOCKER AND ANGELA DENISE HOCKER

JUNE 2000

An avigation easement parcel within the W 2/3 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 easterly line of said W 2/3 S ¾ SE ¼ NW ¼ which bears N. 0°24'32" W., 351.54 feet, from the southeast corner thereof; thence, leaving said easterly line N. 48°48'09" W., 371.25 feet, to a point on the boundary line of lands owned by the Town of Pinedale; thence N. 32°40'00" E., along said boundary line, 470.28 feet; thence, continuing along said boundary line, S. 57°28'12" E., 24.95 feet, to a point on said easterly line of the W 2/3 S ¾ SE ¼ NW ¼; thence, leaving said boundary line, S. 0°24'32" E., along said easterly line, 627.02 feet, to the point of beginning. Said avigation easement parcel contains 2.13 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

RECORDED May 20 2002 4:10 PM
IN BOOK 13 MISC PAGE 724
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoover

290620

AGREEMENT
TOWN OF PINEDALE / HOCKER

ACCESS LICENSE

Comes now the Town of Pinedale, Sublette County, Wyoming, hereinafter referred to as the Grantor and in partial consideration of Robert Ross Hocker and Angela Denise Hocker, hereinafter referred to a the Grantees, having conveyed certain real property to Grantor and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor, does hereby grant unto the Grantees, and their assigns, for the use and benefit of Grantees and their assigns a non-exclusive access license over, across and on the following real property, to-wit:

An strip of land located in the E1/2NW1/4 of Section 31, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; being 30 feet in width, when measured northwesterly from the following described line:

Commencing at the southwest corner of the SE1/4SW1/4 of Section 30, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;
thence N.00°46'51"W., a distance of 871.72 feet along the boundary line between the SE1/4SW1/4 and Lot 4 of said Section 30 to a point of intersection with the southerly right-of-way line of U.S. Highway 191;
thence S.64°14'44"E., a distance of 545.23 feet along said southerly boundary line of U.S. Highway 191;
thence S.00°23'27"E., a distance of 1215.77 feet;
thence S.57°20'E., a distance of 881.64 feet to the true point of beginning;
thence from said point of beginning S.32°40'W., a distance of 686.60 feet to a point of ending from which said southwest corner of the E1/2NW1/4 of Section 31 bears S.39°45'12"W., a distance of 1311.27 feet.

This license shall be for ingress and egress over and on said described real property and shall be on the following terms;

A. Grantees may construct and maintain a roadway on the described real property for pedestrian and vehicular use.

B. The use of said License shall at all times comply with all FAA safety standards and recommendations for Ralph Wenz Field which is immediately adjacent to the described real property.

C. The use shall not create unreasonable risk of damage to Grantor's adjacent game fence or unreasonable interference with operations and maintenance at Ralph Wenz Field.

D. This license may be terminated upon thirty (30) days written notice to Grantees or their assigns by Grantor or Grantor's successors in interest.

E. Upon the giving of such notice, this license shall terminate at the end of said thirty (30) day notice period and be of no further force or effect. Grantor shall thereafter be authorized to execute an acknowledged Notice of Termination setting

forth the facts of said termination and record the same with the County Clerk of Sublette County, Wyoming.

DATED this 8th day of May, 2002.

ATTEST:

TOWN OF PINEDALE:

SEAL

BY: Rose Skinner
ROSE SKINNER, MAYOR

Patty Rauch
TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing ACCESS LICENSE was acknowledged before me by the TOWN OF PINEDALE, by ROSE SKINNER, Mayor of the Town of Pinedale, and attested to and sealed by the Town Clerk, this 8th day of May, 2002.

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

290624

RECORDED May 20 2002 4:15p
IN BOOK 73 Misc. PAGE 726
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Suter

AFFIDAVIT SHOWING TERMINATION OF ESTATES BY THE ENTIRETIES

Consulate of the United States of America at _____

_____

Kingdom of Spain
Province and City of Madrid
Embassy of the United States of America } ss

Pilar Andicoechea, of lawful age, after first being duly sworn upon her oath according to law, deposes and says:

1. Ramon Andicoechea died on the 16th day of February, 1992, in Gernika, Bizkaia, Spain, as evidenced by the certified copy of Certificate of Death which is attached hereto, marked Exhibit "A", and by this reference made a part hereof.

2. Affiant, Pilar Andicoechea, is the surviving spouse of Ramon Andicoechea.

3. The said Ramon Andicoechea and Pilar Andicoechea were married to each other on the 21st day of December, 1953, and said parties from that date on continued to be husband and wife until the date of death of said decedent.

4. On April 7, 1981, Victor D. Fulk, a single man, conveyed by Warranty Deed in favor of Luis Salinas and Carmen Salinas, husband and wife, as tenants of an estate by the entireties with full right of survivorship of an undivided one-half (1/2) interest; and Ramon Andicoechea and Pilar Andicoechea, husband and wife, as tenants of an estate by the entireties with full right of survivorship of the other undivided one-half (1/2) interest; as tenants in common of an undivided one-half (1/2) interest each couple, thereby creating a tenancy by the entireties in Ramon Andicoechea and Pilar Andicoechea of an undivided one-half (1/2) interest, which Deed is recorded in Book 30 Deeds, at Page 166, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, on October 1, 1990, the following described real property and premises, to wit:

Unit C

Lot Ninety-five (95)/ Big Country Ranches Fourth Filing as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining, all water and water rights, ditch and ditch rights thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;

SUBJECT TO prior mineral reservations of record; and
SUBJECT TO Restrictions Governing Big Country Ranches filed 10/3/78 in Book 34 of Miscellaneous, page 534.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

5. The estates by the entireties in an undivided one-half (1/2) interest in the above described property vested solely in Pilar Andicoechea, surviving spouse of decedent, on the 16th day of February, 1992, the date of death of Ramon Andicoechea.

Dated this **25th** day of **April**, 2002.

Pilar Andicoechea
Pilar Andicoechea

CERTIFICATE OF ACKNOWLEDGMENT OF EXECUTION OF A DOCUMENT

Consulate of the United States of America at _____

Kingdom of Spain
Province and City of Madrid
Embassy of the United States of America } ss:

I, **Roger C. Rigaud,** ----------, Consul of the United States of America, at **Madrid, Spain**, Spain, duly commissioned and qualified, do hereby certify that on the **25th** day of **April,** , 2002, before me personally appeared Pilar Andicoechea and that she acknowledged to me to be the individual described in, whose name is subscribed to, and who executed the foregoing instrument, and being informed by me of the contents of said instrument, she duly acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned, said acknowledgement having been given to me after first being duly sworn upon her oath according to law.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year written in the foregoing certificate of acknowledgment.

CONSULAR SERVICE OF THE UNITED STATES OF AMERICA

Roger C. Rigaud

Name of Officer: **Roger C. Rigaud**

Title of Officer: **Consul**

EXHIBIT "A"

L 010709 P 158

Número .....

REGISTRO CIVIL DE GERNIKA-LUMO

DATOS DE IDENTIDAD DEL DIFUNTO:

Nombre RAMON

Primer apellido ANDICOECHEA

Segundo apellido ZORROZUA

hijo de Jose ***y de*** Maria

Estado casado ***nacionalidad*** española

Nacido el dia dieciocho ***de*** Noviembre

de mil novecientos Treinta.

en Busturia (Bizkaia)

Inscrito al tomo ,falleció a los 61 años.

Domicilio último Fray Martin de Murua Nº35-1-4º

C. Gernika-Lumo.

DEFUNCION: Hora Seis Treinta ***dia*** dieciseis

de Febrero ***de*** mil novecientos noventa y dos.

Lugar domicilio del Finado.

Causa Sdl. Carcinoide, Neoplasia de Colón.

El enterramiento será en Busturia

DECLARACION DE D. Audoui Urrutia Careaga.

En su calidad de delegado.

Domicilio Fray Martin de Murua Nº35 1/dcha San Juan Nº 13-2º Dcha. Gernika.

Comprobación: Médico D. Mª Gloria Guezuraga Zorrotza.

Colegiado núm. 7.307 ***número del parte*** 2042391

OTROS TITULOS O DATOS

ENCARGADO D. Maria-Jose Muñoz Hurtado.

SECRETARIO D. aria-Luisa Rodriguez Faus.

A las doce ***horas del*** diecisiete ***de*** Febrero

de mil novecientos noventa y dos

CERTIFICO: Que la presente certificación literal, expedida con la autorización prevista en el artículo 26 del Reglamento de Registro Civil, contiene la reproducción íntegra del asiento correspondiente obrante en el Libro 13 Sección 3ª Folio 133 Tomo 26 de este Registro Civil. A 24-FEBRERO EL ENCARGADO

GERNIKA-LUMO (Vizcaya) REGISTRO CIVIL

MINISTERIO DE JUSTICIA
REGISTROS CIVILES

Certificación Gratuita
(Ley 25/1986 de 24-12)

Nº 1569077 /91

728

VISTO Y LEGITIMADO

Bilbao veintisiete Febrero

noventa y dos.=

SELLO DE LEGITIMACIONES 15 PTS QUINCE PESETAS 25 PE

APOSTILLE

(Convention de la Haye du 5 de octobre 1961)

1. ESPAÑA

2. D. SALVADOR MADRAZO VILLAMAYOR

NOTARIO ESPAÑOL

3. SU

NOTARIA

4. BILBAO 28-2-92

5. D. JOSÉ M. ARRIOLA ARANA. DECANO DEL

6. COLEGIO DE BILBAO

7. 527

8. Sello/timbre. 10. Firma:

SELLO DE LEGALIZACIONES 25 PESETAS

FENCE STATEMENT

Whereas, KAREN STEPP, f/k/a KAREN G. JONES, hereinafter referred to as STEPP, is the owner of certain land located in Sublette County, Wyoming, including in part the real property described as:

Lots B-39 and B-38, Big Country Ranches Subdivision, Second Filing, Unit B, Sublette County, Wyoming; and,

Whereas, a fence exists along the common boundary of the above described properties which divides and separates Lot B-39 and Lot B-38; and,

Whereas this fence runs along the east boundary of Lot B-39 and west boundary of Lot B-38; and,

Whereas, said division fence was constructed many years in the past and said division fence is not located on the actual boundary line between the aforesaid Lots but rather encroaches onto Lot B-39; and,

Whereas, STEPP is in the process of selling Lot B-39 and as a part of said sale wishes to acknowledge that the actual common boundary line of the aforesaid Lots is to define the ownership line between said Lots, 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 lines between said Lots; and,

Whereas, STEPP is aware that the prospective purchasers of Lot B-39, and their successors, are relying on the representations set out herein in connection with the purchase of said Lot B-39;

NOW THEREFORE, KAREN STEPP, f/k/a KAREN G. JONES, does hereby state that:

1. **FENCE OF CONVENIENCE:** The fence presently existing between Lots B-39 and B-38, Big Country Ranches Subdivision, Second Filing, Unit B, Sublette County, Wyoming is a fence of convenience and is not located on the actual property line which divides said Lots.

2. **WAIVER OF ADVERSE POSSESSION CLAIM:** KAREN G. STEPP, f/k/a KAREN G. JONES hereby waives any claim for adverse possession which she may acquire in the future against the aforesaid Lot B-39 due to the fact that said division fence is not located on the actual property line between Lots B-39 and B-38.

3. **RECONSTRUCTION OF FENCE:** Either owner of Lots B-39 and B-38 may cause the subject fence to be reconstructed on the actual boundary line at any

(This space is intentionally left blank)

290671

RECORDED May 21 2002 2:45 PM
IN BOOK 73 MISC PAGE 730
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

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 party for any part of such cost even if such reimbursement shall be authorized by statute. This waiver of reimbursement shall not apply to repair or reconstruction of the subject fence in its present location.

DATED this 14th day of May, 20__

Karen Stepp
KAREN STEPP, f/k/a KAREN G. JONES

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Fence Agreement** was acknowledged before me by KAREN STEPP, f/k/a KAREN G. JONES, this 14th day of May, 2062.

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

FENCE AGREEMENT

Whereas, KAREN STEPP, f/k/a KAREN G. JONES, hereinafter referred to as STEPP, is the owner of certain land located in Sublette County, Wyoming, including in part the real property described as:

Lots B-39 and b-38, Big Country Ranches Subdivision, Second Filing, Unit B, Sublette County, Wyoming; and,

Whereas, DAVID W. FRIEND and JUDY R. FRIEND, hereinafter referred to as FRIENDS, are also the owners of certain lands located in Sublette County, Wyoming, which lands in part adjoin the forgoing described lands of STEPP; and,

Whereas, the adjoining land of the FRIENDS is described as:

Lot B-40, Big Country Ranches Subdivision, Second Filing, Unit B, Sublette County, Wyoming; and,

Whereas, a fence exists along the common boundary of the above described properties which divides and separates a portion of the property of STEPP and the property of FRIENDS; and,

Whereas this fence runs along the south boundary of Lot B-39 Big Country Ranches Subdivision, Second Filing, Unit B, Sublette County, Wyoming, which is owned by STEPP, and the north boundary of the FRIENDS property described above; and,

Whereas, said division fence was constructed many years in the past and said division fence is not located on the actual boundary line between the parties' properties but rather encroaches onto the land of STEPP; and,

Whereas, the parties wish to acknowledge that the actual common boundary line of the parties' properties is to define the ownership of the parties' property, 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 lines between the properties of STEPP and the FRIENDS.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET OUT BELOW THE PARTIES DO HEREBY CONTRACT AND AGREE AS FOLLOW;

1. **ADMISSION OF NO CLAIM OF RIGHT:** The parties each hereby acknowledge that the fence presently existing between the properties of STEPP and the FRIENDS is a fence of convenience and is not 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

290672

RECORDED May 21 2002 2:45 PM
IN BOOK 73 Misc PAGE 732
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

that said division fence is not located on the actual property line 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 party for any part of such cost even if such reimbursement shall be authorized by statute. This waiver of reimbursement shall not apply to repair or reconstruction of the subject fence in their present locations.

DATED this 14th day of May, 2002.

Karen G. Stepp
KAREN G. STEPP, f/k/a KAREN G. JONES

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Fence Agreement** was acknowledged before me by KAREN G. STEPP, f/k/a KAREN G. JONES, this 14th day of May, 2002.

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 20th day of May 2002.

David W. Friend
DAVID W. FRIEND

Judy R. Friend
JUDY R. FRIEND

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Fence Agreement** was acknowledged before me by DAVID W. FRIEND and JUDY R. FRIEND, this 20th day of May, 2002

Witness my hand and official seal.

Lois Twichell
NOTARY PUBLIC

My Commission Expires: 3/30/05

LOIS TWICHELL - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES 3/30/05

290685

EASEMENT

RECORDED May 22 2002 2:50
IN BOOK 73 Misc. PAGE 734
FEES $ 6.00 SUNDY CLERK
SUBLETTE COUNTY, KEMMERER, WYOMING
By Cathy Scofield

COMES NOW PAUL ZEMBO, JR. and JOHN ZEMBO, 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 MARY GRACE JENSEN, Trustee of the MARY GRACE JENSEN LIVING TRUST, dated 1/23/96, hereinafter referred to as Grantee, and to her heirs and assigns, an easement over and on the following described real property, to-wit:

An easement located in the S1/2SE1/4 of Section 29, T.31N., R.106W., of the 6th P.M., Sublette County, Wyoming; said easement being 30 feet on each side when measured radially or perpendicular to the following described centerline:
Commencing at a point which is the southeast corner of said Section 29;
thence West, a distance of 1318 feet along the south boundary line of said Section 29 to a point of intersection with the centerline of Sublette County Road 23-133;
thence North, a distance of 40 feet along said centerline of Sublette County Road 23-133 to the true point of beginning at the intersection of an access road to the east;
thence from said true point of beginning N.83°36'E., a distance of 108 feet following said access road;
thence N.49°11'E., a distance of 291 feet;
thence N.75°20'E., a distance of 111 feet;
thence East, a distance of 166 feet;
thence S.87°37'E., a distance of 721 feet to a point of intersection of said access road with the east boundary line of said Section 29 and the point of ending;

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. Grantee 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 Grantee described as:

Township 31 North, Range 106 West of the 6th P.M., Sublette County, Wyoming;
Section 27: S1/2SW1/4;
Section 28: SW1/4SW1/4, E1/2SW1/4, SE1/4;
Section 33: All that part that lies north of Sublette County Road 23-133;
Section 34: NW1/4;
Said easement was developed from quadrangle maps of the area showing the existing road.

3. This is a non-exclusive easement.

DATED this 21st day of May, 2002

Paul Zembo Jr
PAUL ZEMBO, JR.

John Zembo
JOHN ZEMBO

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 **Easement** was acknowledged before me by PAUL ZEMBO, JR. and JOHN ZEMBO, this 21st day of May, 2002.

Witness my hand and official seal.

Sandra Adams
NOTARY PUBLIC

My Commission Expires:

FENCE AGREEMENT

Whereas, MARY GRACE JENSEN, Trustee of the MARY GRACE JENSEN LIVING TRUST, dated 1/23/96, hereinafter referred to as the JENSEN TRUST, is the owner of certain land located in Sublette County, Wyoming, including in part the real property described as:

TOWNSHIP 31 NORTH, RANGE 106 WEST OF THE 6th P.M., SUBLETTE COUNTY, WYOMING;

Section 28: SW1/4SW1/4; and,

Whereas the foregoing described lands of the JENSEN TRUST are hereinafter referred to as "JENSEN TRUST PROPERTY"; and,

Whereas, PAUL ZEMBO, JR. and JOHN ZEMBO, hereinafter referred to as the ZEMBOS, are also the owners of certain lands located in Sublette County, Wyoming, which lands in part adjoin the forgoing described lands of the JENSEN TRUST; and,

Whereas, the adjoining lands of the ZEMBOS are described as:

TOWNSHIP 31 NORTH, RANGE 106 WEST OF THE 6th P.M., SUBLETTE COUNTY, WYOMING;

Section 29: SE1/4SE1/4; and,

Whereas the adjoining lands of the ZEMBOS are hereinafter referred to as "ZEMBO PROPERTY"; and,

Whereas, a fence exists along the common boundary of the above described properties which divides and separates the JENSEN TRUST PROPERTY and the ZEMBO PROPERTY; and,

Whereas, said division fence was constructed many years in the past 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 common boundary line of the parties' properties is to define the ownership of the parties' property, 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 lines between the property of the JENSEN TRUST and the ZEMBOS.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET OUT BELOW THE PARTIES DO HEREBY CONTRACT AND AGREE AS FOLLOW;

1. **ADMISSION OF NO CLAIM OF RIGHT:** The parties each hereby acknowledge that the fence presently existing between the property of JENSEN TRUST and the ZEMBOS 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

290686

May 22 2023
IN BOOK 73 MISC. PAGE 735
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy

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 line between the parties' properties.

3. **RECONSTRUCTION OF FENCE:** Zembo's or any future owner of the ZEMBO PROPERTY may cause the subject fence to be reconstructed on the actual boundary line at any time. Provided any such person or entity causing the fence to be so reconstructed on line shall bear the full expense of such reconstruction and all future maintenance thereof and shall not seek reimbursement from the owner of the JENSEN TRUST PROPERTY for any part of such costs even if such reimbursements shall be authorized by statute. This waiver of reimbursement shall not apply to costs of repair or reconstruction of the subject fence at its present location.

DATED this 21st day of May, 2002.

MARY GRACE JENSEN LIVING TRUST, dated 1/23/96,

By: Mary Grace Jensen
MARY GRACE JENSEN, Trustee

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Fence Agreement** was acknowledged before me by MARY GRACE JENSEN, Trustee of the MARY GRACE JENSEN LIVING TRUST, dated 1/23/96, this 21st day of May, 2002.

Witness my hand and official seal.

Rhonda S. Bennett
NOTARY PUBLIC

My Commission Expires:

DATED this 21st day of May, 2002.

RHONDA S. BENNETT – NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 3/5/2006

Paul Zembo Jr
PAUL ZEMBO, JR.

John Zembo
JOHN ZEMBO

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Fence Agreement** was acknowledged before me by PAUL ZEMBO, JR. and JOHN ZEMBO, this 21st day of May, 2002.

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

AFFIDAVIT

State of Nevada)
) ss.
County of Clark)

Comes now, Alex R. Spence of Sublette County, Wyoming, whose address is P.O. Box 220, Cora, WY 82925, who, being duly sworn on his oath according to law, does hereby make the following statements of fact and affirm:

1. That I am the Manager of the SPENCE FAMILY JOINT VENTURE, and this Affidavit is executed in said capacity.

2. That the SPENCE FAMILY JOINT VENTURE owns all lands in the SE¼NW¼ of Section 25, T37N-R110W, 6th P.M., Sublette County, Wyoming, lying southerly and easterly of the Hecox 2nd Subdivision.

3. That as Manager of the SPENCE FAMILY JOINT VENTURE, I have full authority to convey and encumber said lands.

4. That these lands are to be subdivided as shown on the proposed plat of the **Spence Lot Division**.

5. That I have reviewed the proposed plat noting that the subdivision consists of two lots totaling 36.419 acres.

6. That I have read and understand the provisions of the Certificate of Owner which appears on said proposed plat, which reads "SPENCE FAMILY JOINT VENTURE, A Joint Venture, hereby certifies that the foregoing division of a part of the SE¼NW¼ of Section 25, T37N-R110W, Sublette County, Wyoming, more particularly described in the Certificate Of Surveyor, is with its free consent and in accordance with its desires; that the name of the lot division shall be the SPENCE LOT DIVISION; that there shall henceforth be an easement, 10 feet in width, running parallel with each lot line for the installation and maintenance of public utilities; that the division is subject to all covenants, conditions, reservations, and restrictions of sight and or of record, including but not limited to those shown hereon; that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby released; that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the proposed division; that there are no surface water rights attached to this division; and that it hereby quitclaims and conveys all right, title, and interest to lands lying outside the boundary of this lot division, and located in said SE¼NW¼, to each adjacent land owner, respectively," and hereby ratify and affirm the same.

7. That this affidavit is signed in the stead of and with the same effect as if the official plat of the **Spence Lot Division,** as filed in the Office of the County Clerk of Sublette County was manually signed by me on the signature line for the Certificate of Owner.

290690
RECORDED May 22 2002 3:05 P.M.
IN BOOK 73 Misc. PAGE 737
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
By Cathy Seaton

SPENCE FAMILY JOINT VENTURE

Alex R. Spence

Alex R. Spence, Manager

The foregoing instrument was acknowledged before me by Alex R. Spence, Manager of SPENCE FAMILY JOINT VENTURE this 7 day of November, 2001.

Witness my hand and official seal.

Jacque Holyoak
Notary Public

12-13-03
My Commission expires:

Notary Public-State Of Nevada
COUNTY OF CLARK
JACQUE HOLYOAK
My Appointment Expires
December 13,2003
No. 00-60422-1

[redacted] [redacted] [redacted]

AFFIDAVIT

State of Nevada)
) ss.
County of Clark)

Comes now, Alex R. Spence of Sublette County, Wyoming, whose address is P.O. Box 220, Cora, WY 82925, who, being duly sworn on his oath according to law, does hereby make the following statements of fact and affirm:

1. That I am the Manager of the SPENCE FAMILY JOINT VENTURE, and this Affidavit is executed in said capacity.

2. That the SPENCE FAMILY JOINT VENTURE owns all lands in the SE¼NW¼ of Section 25, T37N-R110W, 6th P.M., Sublette County, Wyoming, lying southerly and easterly of the Hecox 2nd Subdivision.

3. That as Manager of the SPENCE FAMILY JOINT VENTURE, I have full authority to convey and encumber said lands.

4. That these lands are to be subdivided as shown on the proposed plat of the **Spence Lot Division**.

5. That I have reviewed the proposed plat noting that the subdivision consists of two lots totaling 36.419 acres, which are traversed by a road named **Spence Lane**.

6. That I have read and understand the provisions of the Dedication of Private Roads which appears on the proposed plat, which reads "We, the undersigned, hereby convey a non-exclusive easement over, and dedicate the use of, Hecox Second Road and Spence Lane, as shown on this plat, to the owners of the following lands:

T37N-R110W, Section 25

SE1/4 NW1/4 lying south and east of the Hecox 2nd Subdivision,
SW1/4 NW1/4 lying southerly of the First Addition To Hecox 2nd Subdivision,
SW1/4 NE1/4,
E1/2 NE1/4,
SW1/4,
SE1/4,
Hecox 2nd Subdivision - Lots 10-12
Hecox First Addition To Hecox 2nd Subdivision - Lot 8A, Lot 9A
1 acre tract described in 7 QCD 399

For ingress and egress and for construction and maintenance of underground utilities;
And this easement shall attach to, run with, and be appurtenant to said above described lands;
And hereby vacate and relinquish the easement described in Book 45 of Miscellaneous Records on Page 601, of record in the Office of the Clerk of Sublette County," and hereby ratify and affirm the same.

7. That this affidavit is signed in the stead of and with the same effect as if the official plat of the **Spence Lot Division,** as filed in the Office of the County Clerk of Sublette County was manually signed by me on the signature line for the Dedication of Private Roads.

290691
RECORDED May 22 2002 3:05 P
IN BOOK 73 Misc. PAGE 736 738
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
By Cathy Scott

SPENCE FAMILY JOINT VENTURE

Alex R. Spence
Alex R. Spence, Manager

The foregoing instrument was acknowledged before me by Alex R. Spence, Manager of SPENCE FAMILY JOINT VENTURE this 7 day of November, 2001.

Witness my hand and official seal.

Jacque Holyoak
Notary Public

Notary Public-State Of Nevada
COUNTY OF CLARK
JACQUE HOLYOAK
My Appointment Expires
December 13,2003
No. 00-60422-1

12-13-03
My Commission expires:

AFFIDAVIT

State of Wyoming)
) ss.
County of Sublette)

Comes now, Dorothy I. Hecox of Sublette County, Wyoming, whose address is P.O. Box 105, Cora, WY 82925, who, being duly sworn on her oath according to law, does hereby make the following statements of fact and affirm:

1. That I am the owner of the **Hecox Second Road** in the Hecox 2nd Subdivision, a subdivision of record in Book 25 of Miscellaneous Records on Page 449 in the Office of the Clerk of Sublette County, Sublette County, Wyoming.

2. That as owner of the **Hecox Second Road,** I have full authority to grant and convey an easement across said road.

3. That there are lands other than the Hecox 2nd Subdivision which are accessed by the **Hecox Second Road**.

4. That the lands in the SE¼NW¼ of Section 25, T37N-R110W, 6th P.M., Sublette County, Wyoming, lying southerly and easterly of said Hecox 2nd Subdivision are to be subdivided as shown on the proposed plat of the **Spence Lot Division**.

5. That I have reviewed the proposed plat, noting that the subdivision is accessed by said **Hecox Second Road**, connecting with **Spence Lane**, which traverses the subdivision, and connects to lands beyond the subdivision.

6. That I have read and understand the provisions of the Dedication of Private Roads which appears on the proposed plat, which reads "We, the undersigned, hereby convey a non-exclusive easement over, and dedicate the use of, Hecox Second Road and Spence Lane, as shown on this plat, to the owners of the following lands:

T37N-R110W, Section 25

SE1/4 NW1/4 lying south and east of the Hecox 2nd Subdivision,
SW1/4 NW1/4 lying southerly of the First Addition To Hecox 2nd Subdivision,
SW1/4 NE1/4,
E1/2 NE1/4,
SW1/4,
SE1/4,
Hecox 2nd Subdivision - Lots 10-12
Hecox First Addition To Hecox 2nd Subdivision - Lot 8A, Lot 9A
1 acre tract described in 7 QCD 399

For ingress and egress and for construction and maintenance of underground utilities;
And this easement shall attach to, run with, and be appurtenant to said above described lands;
And hereby vacate and relinquish the easement described in Book 45 of Miscellaneous Records on Page 601, of record in the Office of the Clerk of Sublette County," and hereby ratify and affirm the same.

7. That this affidavit is signed in the stead of and with the same effect as if the official plat of the **Spence Lot Division,** as filed in the Office of the County Clerk of Sublette County was manually signed by me on the signature line for the Dedication of Private Roads.

290692

RECORDED May 22 2002 3:05p
IN BOOK 73 Misc. PAGE 739
FEES $6.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scott

Dorothy I. Hecox

The foregoing instrument was acknowledged before me by Dorothy I. Hecox this 1st day of May, 2002.

Witness my hand and official seal.

Susan J. Hanson
Notary Public

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

12/12/2002
My Commission expires:

Skylar V. Wilson
Skylar V. Wilson
Wyoming Professional Land Surveyor No. 4274

The foregoing Certificate of Surveyor was acknowledged before me by Skylar V. Wilson this 20 day of February, 2002.

Witness my hand and official seal:

TRACEY L HOOVER NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 9, 2002

Tracey L Hoover
Notary Public

8/9/02
Seal/Commission Expiration

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

Pursuant to Chapter V of the Sublette County Subdivision Resolution, the foregoing SPENCE LOT DIVISION was approved at the regular meeting of the Board of County Commissioners held on the 21st day of May, 2002. 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.

William W. Cramer
William W. Cramer, Chairman

Gordon R. Johnston
Gordon R. Johnston, Commissioner

Betty Fear
Betty Fear, Commissioner

SUBLETTE COUNTY

Mary L. Lankford, County Clerk
(Attest)

290693
RECORDED May 22 2002 3:05p M
IN BOOK 73 Misc. PAGE 740
FEES $50.00 M L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scoton

SHEET 1 OF 1 SHEETS	
JOB NO. #99577-F	
ed Final	
inary	
TION/REVISION	NO.

Plat Of The
SPENCE
Lot Division
Of A Part Of The
SE1/4 NW1/4 of Section 25, T37N-R110W
Sublette County, Wyoming

EASEMENT

COMES NOW **BEVERLEY MARIANO-CAMPBELL, Trustee of the Beverley Mariano-Campbell Trust dated 4/1/00, and personally as BEVERLEY MARIANO-CAMPBELL, a/k/a BEVERLY MARIANO, MELVIN JOHN STEIGER, Trustee of the Melvin John Steiger Trust dated 3/12/98, GEORGE E. CASKEY and JOHN HENRIKSEN**, 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 **DENNIS M. PERCIVAL and PAMELLA PERCIVAL,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, hereinafter referred to as Grantees, and to their heirs and assigns, an easement over and on the following described real property, to-wit:

> That portion of Lot Two (2) of the Marpercas Lot Division of record in the office of the Clerk of Sublette County, being part of the NW1/4SE1/4 of Section 2, T37N, R110W, Sublette County, Wyoming, as described in Exhibits A and B as attached hereto;

This easement is granted on the following terms and conditions:

1. This easement is granted for the construction and maintenance of an underground water line and a spring gathering system.

2. Grantees shall have the right to construct, maintain and repair said underground water line and spring gathering system on and over this easement.

3. This easement shall attach to, run with and be appurtenant to Lot One (1) of the Marpercas Lot Division of record in the office of the Clerk of Sublette County, being part of the NW1/4SE1/4 of Section 2, T37N, R110W, Sublette County, Wyoming.

290696 DATED this 6th day of March, 2002.

RECORDED May 22 2002 3:20PM
IN BOOK 73 Misc PAGE 741
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Beverley Mariano-Campbell Trust
dated 4/1/00:

BY: Beverley Mariano-Campbell
BEVERLEY MARIANO-CAMPBELL, Trustee, and personally as BEVERLEY MARIANO CAMPBELL, a/k/a BEVERLY MARIANO

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing **Easement** was acknowledged before me by BEVERLEY MARIANO-CAMPBELL, Trustee of the Beverley Mariano-Campbell Trust dated 4/1/00, and personally as BEVERLEY MARIANO-CAMPBELL, a/k/a BEVERLY A. MARIANO, this 6 day of March, 2002.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 9/24/02

NOTARY PUBLIC
ALLISON TERRY
3505 South 8400 West
Magna, Utah 84044
My Commission Expires
September 24, 2002
STATE O[redacted]

DATED this 10th day of May, 2002.

Melvin John Steiger Trust dated 3/12/98:

BY: Melvin J. Steiger
MELVIN JOHN STEIGER, Trustee

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing **Easement** was acknowledged before me by MELVIN JOHN STEIGER, Trustee of the Melvin John Steiger Trust dated 3/12/98, this 10 day of May, 2002.

Witness my hand and official seal.

STEVEN W. GLISSMEYER
2610 South State Street
Salt Lake City, Ut 84115
My Commission Expires
November 15, 2004
State of Utah

Steven W. Glissmeyer
NOTARY PUBLIC

My Commission Expires: 11-15-04

DATED this 22 day of March, 2002.

George E. Caskey
GEORGE E. CASKEY

STATE OF Arkansas)
) ss.
COUNTY OF Baxter)

The foregoing **Easement** was acknowledged before me by GEORGE E. CASKEY, this 22 day of March, 2002.

Witness my hand and official seal.

OFFICIAL SEAL
JANIS M. WOODS
NOTARY PUBLIC - ARKANSAS
BAXTER COUNTY
MY COMMISSION EXPIRES: 08/20/2004

Janis M. Woods
NOTARY PUBLIC

My Commission Expires:

DATED this 16 day of March, 2002.

John Henriksen
JOHN HENRIKSEN

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing **Easement** was acknowledged before me by JOHN HENRIKSEN, this 16th day of March, 2002.

Witness my hand and official seal.

My Commission Expires: 7/13/2005

NOTARY PUBLIC

JOHN B. HENRIKSEN
NOTARY PUBLIC - STATE OF UTAH
2728 EAST 4510 SOUTH
SALT LAKE CITY, UT. 84117
COMM. EXP. 07-13-2005

EXHIBIT
A

DESCRIPTION FOR LISA LEONARD

OF WATER LINE & SPRING EASEMENT

To-wit:--

A strip of land of varying widths noted below within Lot 2 of the Marpercas Lot Division of record in the Office of the Clerk of Sublette County, being part of the NW1/4SE1/4 of Section 2, T37N, R110W, Sublette County, Wyoming, with the centerline described as follows:

BEGINNING at a position on an east line of said Lot 2, N00°17'36"W, 307.16 feet, of the southeast corner of said Lot 2;

thence N87°22'56"W, 32.60 feet, along said centerline having a right-of-way width of twenty (20) foot wide easement;

thence S87°58'48"W, 100.01 feet;

thence N86°04'02"W, 167.62 feet;

thence N86°14'40"W, 122.42 feet;

thence N80°59'19"W, 158.80 feet, and change right-of-way width to forty (40) feet;

thence continuing N80°59'19"W, 40.00 feet, to the end of said centerline;

that it is intended that this description follow the centerline of an existing underground water pipeline; should it be found that the actual pipeline is in a different position than described herein, this description is hereby adjusted to match the centerline of said actual pipeline;

all in accordance with the attached exhibit titled: "EXHIBIT TO ACCOMPANY DESCRIPTION OF WATER LINE AND SPRING EASEMENT WITHIN NW1/4SE1/4 OF SECTION 2, T37N, R110W, SUBLETTE COUNTY, WYOMING.

27 November 2001

leonard spring des.doc

ofessional Land Surveyors

ul N. Scherbel
yo. Registration No. 164
aho Registration No. 3990
ah Registration No. 1670
vada Registration No. 6805

ott A. Scherbel
o. Registration No. 3889
ho Registration No. 8026
Registration No. 372111

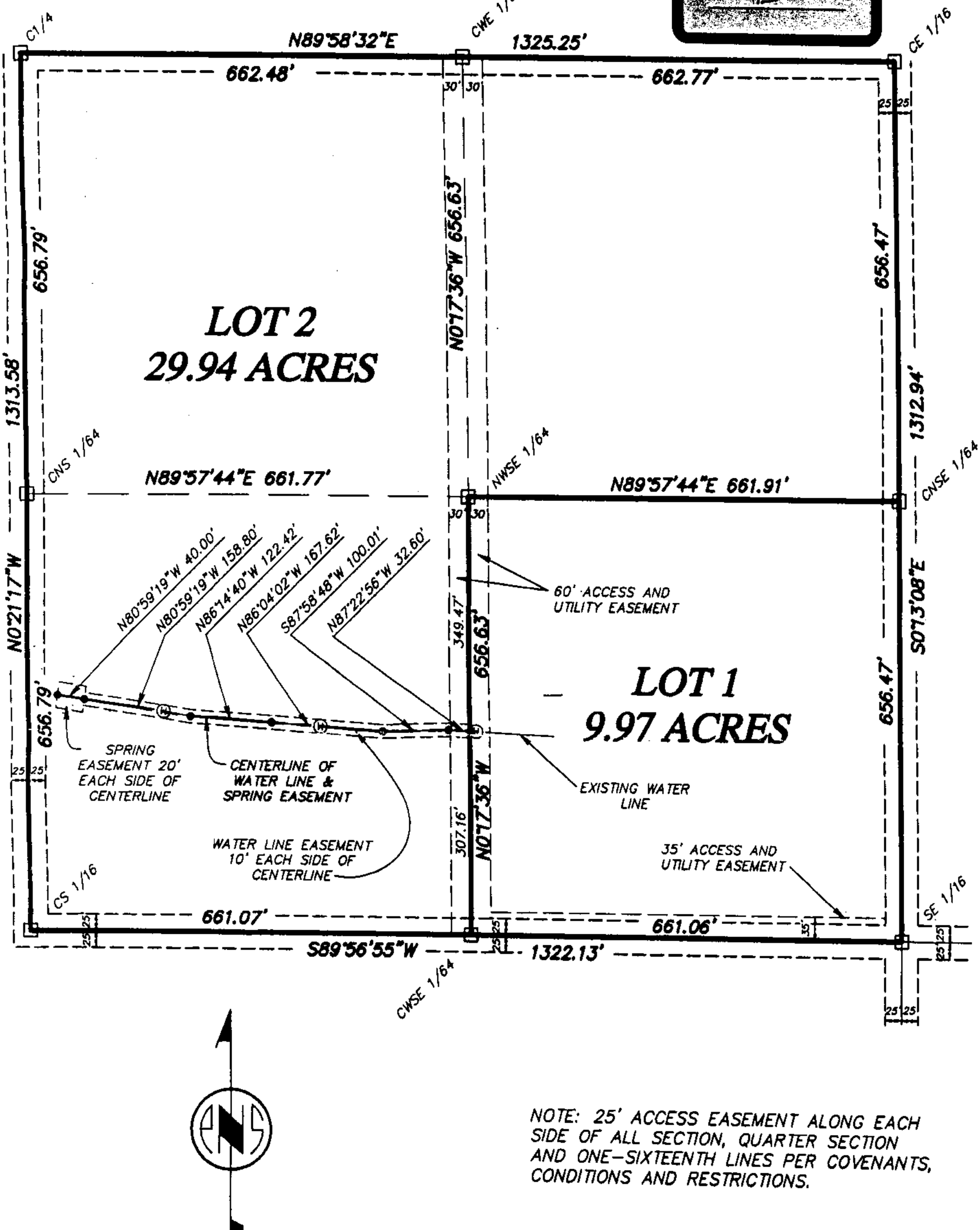
rlowe A. Scherbel
o Registration No. 5368

rveyor Scherbel, LTD.
on, Wyoming
Piney, Wyoming
kson, Wyoming
va Hot Springs, Idaho
ntpelier, Idaho

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

NW1/4SE1/4 SECTION 2
T37N R110W

EXHIBIT B



NOTE: 25' ACCESS EASEMENT ALONG EACH SIDE OF ALL SECTION, QUARTER SECTION AND ONE-SIXTEENTH LINES PER COVENANTS, CONDITIONS AND RESTRICTIONS.

0' 200' 400' 600'

SCALE: 1" = 200'

SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS
BOX 4296 BIG PINEY -- MARBLETON, WYO.
TELEPHONE 307-276-3347

DRAWN BY: DARREN DAVISON
PORT:
CATEGORY: LTR
DATE: 28 NOVEMBER 2001
FIELD BOOK: ZV31P38-39
FILE: C:\MAG\EDG\LEONARD SPRING.PRO

MooseJaw Graphix COMPUTER (CAD) DRAFTING
(307) 276-3374 SIGN DESIGN - GRAPHIC ART
P.O. BOX 4267
MARBLETON, WY 83113

EXHIBIT
TO ACCOMPANY DESCRIPTION
OF WATER LINE
AND
SPRING EASEMENT
WITHIN
NW1/4SE1/4 SECTION 2
T37N R110W
SUBLETTE COUNTY, WYOMING

SHEET 1 OF 1

NOTARIAL CERTIFICATION

COUNTRY OF CANADA)
)
PROVINCE OF ALBERTA)

I, the undersigned, RACHEL L. DESROCHES, a Notary Public in and for the Province of Alberta, Canada, hereby certify that the attached document is a true and accurate copy of the:

Letter from the Secretary of State of Montana confirming the filing of the Certificate of Amendment for Name Change; and

Certificate of Amendment for Name Change evidencing the change of name of PanCanadian Energy Resources Inc. to EnCana Energy Resources Inc.

the attached document having been compared by me with the original document and found to be true in every respect.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office at the City of Calgary in the Province of Alberta, Canada this 26th day of April 2002.

WITNESS my hand and official seal.

Rachel L. Desroches
RACHEL L. DESROCHES
A Notary Public in and for the
Province of Alberta
my commission expires Dec. 31/2003.

290704
RECORDED May 23 2002 8:55 a.M
IN BOOK 73 Misc. PAGE 745
FEES $ 10.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Powers\notanal.doc

SECRETARY OF STATE
STATE OF MONTANA
BOB BROWN

PRIORITY

Business Services Bureau
Pat Haffey, Deputy

Montana State Capitol
PO Box 202801
Helena, MT 59620-2801
(406)444-3665
http://www.state.mt.us/sos/

RACHEL DESROCHES
ANALYST-LAW
PANCANADIAN ENERGY CORPORATION
150 9TH AVENUE SW
CALGARY AB 72P 3H9 CANADA

RE: OLD NAME
PANCANADIAN ENERGY
RESOURCES INC.
NEW NAME AS OF AMENDMENT
EFFECTIVE APRIL 8, 2002
FILING NUMBER C0054410:414687

April 8, 2002

Dear Ms. Desroches:

I've approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

Bob Brown

Bob Brown
Secretary of State
Enclosure

You can correspond with our office via facsimile. Our fax number is (406) 444-3976. You can now fax in your search, copy, and certificate requests.

746

747

STATE OF MONTANA

82995

ARTICLES *of* AMENDMENT *for*
NAME CHANGE *for* PROFIT
CORPORATION

MAIL: **BOB BROWN**
Secretary of State
P.O. Box 202801
Helena, MT 59620-2801
PHONE: ☎(406)444-3665
FAX: (406)444-3976
WEB SITE: ***www.state.mt.us/sos***

Prepare, sign and submit an ORIGINAL AND COPY with fee.
This is the minimum information required.

(This space for use by the Secretary of State only)

414687

STATE OF MONTANA
FILED
APR 03 2002
SECRETARY OF STATE

Form: AP-1
Filing Fee: $15.00
☐ **Priority Filing (add additional $20.00)**

▸ **FIRST:** The current name of this Corporation is: PanCanadian Energy Resources Inc.

▸ **SECOND:** The name is hereby amended to be EnCana Energy Resources Inc.

▸ **THIRD:** The date this amendment was adopted is April 1, 2002
(mo/day/year)

▸ **FOURTH: Choose either (1) or (2):**

(1) This amendment was adopted by a sufficient vote of the Board of Directors. A vote of the shareholders was not required.

or (2) This amendment was adopted by a vote of the shareholders.

There were 49,000 shares issued; 49,000 voted
(specific #) (specific #)

for the amendment; 0 voted against.
(specific #)

Rachel L. Desroches
Signature of Officer or Chair of the Board

Assistant Secretary
Title

April 3, 2002
Date

2002 APR -8 AM 11:22
SECRETARY OF STATE

BOB BROWN

s:\forms\ap-1
Revised: 01/02/2001