

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

Owner's Policy

5011456-0007181e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
- 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3. Unmarketable Title.
- No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:

File #: 56931

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Wilcox Abstract & Title 307 West Burkitt Sheridan, WY 82801 (307) 672-0768 EST. 1912

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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SCHEDULE A

First American Title Insurance Company

Policy No.: 56931-0

Premium: \$715.00

Amount of Insurance: \$150,000.00

Date of Policy: April 5, 2021 at 04:30 PM MDT

1. Name of Insured:

Stonemill Construction, LLC

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

Title is vested in:

Stonemill Construction, LLC, a Wyoming limited liability company

4. The Land referred to in this policy is described as follows:

PARCEL 1:

Lot 21 of the Five Mile Subdivision, a subdivision in Sheridan County, Wyoming, recorded in Book F of Plats, Page 16.

PARCEL 2:

Lot 22 of the Five Mile Subdivision, a subdivision in Sheridan County, Wyoming, recorded in Book F of Plats, Page 16.

PARCEL 3:

Lot 23 of the Five Mile Subdivision, a subdivision in Sheridan County, Wyoming, recorded in Book F of Plats, Page 16.

SCHEDULE B

Policy No.: 56931

PART I

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

- 1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
- 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. County Road No. 120 as it may cross the Land also the rights of the public or others to County Road No. 120 for road and incidental purposes along the boundary of / across the land
- 9. The following matters as shown and delineated on the Survey, completed by Kentock-Willey Consultants, Registration No. 6594 dated April 13, 1998 Location of: Access, Utilities, and Waterline. Recorded April 20, 1998 in Drawer A, Plat Number 188.
- 10. Easement(s), including the terms and conditions thereof, as shown on the subdivision plat, recorded: May 19, 1999 in Book F of Plats, Page 16.
- 11. Easement, including terms and conditions contained therein: Granted to: The Mountain States Telephone and Telegraph Company For: Right of Way Recorded: July 28, 1971 Recording Information: Book 183, Page 39.
- 12. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Company For: Electric Line Recorded: October 4, 1971 Recording Information: Book 183, Page 542.

Continued -

- 13. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Company For: Electric Line Recorded: January 22, 1985 Recording Information: Book 291, Page 133.
- 14. An easement reserved in a deed, including the terms and conditions thereof, reserved by: Recorded February 22, 1993, in Book 356, Page 552.
- 15. Notice of Location of Water Line Easement, including terms and conditions contained therein: Recorded: April 1, 1993 Recording Information: Book 357, Page 283.
- 16. Utility Easement Agreement, including terms and conditions contained therein: Recorded: April 4, 1996 Recording Information: Book 379, Page 82.
- 17. An easement reserved in a Quitclaim Deed, including the terms and conditions thereof Recorded December 24, 1997, in Book 389, Page 676.
- 18. Access and Utility Easement, including terms and conditions contained therein: Recorded: March 13, 1998 Recording Information: Book 391, Page 345.
- 19. An Access Easement reserved in a Warranty Deed, including the terms and conditions thereof, Recorded March 29, 2005, in Book 462, Page 119.
- 20. Easement, including terms and conditions contained therein: Granted to: the Town of Ranchester For: Right of Way Recorded: August 27, 2009 Recording Information: Book 508, Page 586.
- 21. PARCEL
 Natural Gas Utility Project Easement Agreement, including terms and conditions contained therein: Granted to: Tongue River Valley Joint Powers Board Recorded: May 8, 2019 Recording Information: Book 580, Page 462.
- 22. PARCEL Natural Gas Utility Project Easement Agreement, including terms and conditions contained therein: Granted to: Tongue River Valley Joint Powers Board Recorded: May 8, 2019 Recording Information: Book 580, Page 468.
- 23. PARCEL
 Natural Gas Utility Project Easement Agreement, including terms and conditions contained therein: Granted to: Tongue River Valley Joint Powers Board Recorded: May 8, 2019 Recording Information: Book 580, Page 474.

WILCOX ABSTRACT AND TITLE

307 W. Burkitt Sheridan, WY 82801 307-672-0768

Stonemill Construction, LLC 2727 Coffeen Ave Sheridan, WY 82801



Enclosed please find:

- Owner's Policy 56931-O
- Warranty Deed, Recording #2021-767876
- Warranty Deed, Recording #2021-767877
- Warranty Deed, Recording #2021-767878

If you have any questions or we can be of further service please let us know.

Sincerely,

Jodi Ilgen Wilcox Abstract Jodi@wilcoxabstract.com



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

56931

SCHEDULE A

- 1. Commitment Date: February 25, 2021 at 05:00 PM
- 2. Policy(s) to be issued:
 - (a) ALTA® Owner's Policy (8-1-2016)

Proposed Insured: **Stonemill Construction, LLC, a Wyoming limited liability company**Proposed Policy Amount: **\$150,000.00**

- The estate or interest in the Land described or referred to in this Commitment is: FEE SIMPLE
- 4. Title to the Fee estate or interest in the Land is at the Commitment Date vested in:

PARCEL 1:

James A. Neal, a single person and Estate of Grace F. Neal

PARCEL 2:

Claren Neal, a single person and Estate of Melivn C. Neal

PARCEL 3:

Lyle M. Neal and Dianna Neal, husband and wife

5. The Land is described as follows:

PARCEL 1:

Lot 21 of the Five Mile Subdivision, a subdivision in Sheridan County, Wyoming, recorded in Book F of Plats, Page 16.

PARCEL 2:

Lot 22 of the Five Mile Subdivision, a subdivision in Sheridan County, Wyoming, recorded in Book F of Plats, Page 16.

PARCEL 3:

Lot 23 of the Five Mile Subdivision, a subdivision in Sheridan County, Wyoming, recorded in Book F of Plats, Page 16.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance

ISSUED B

First American Title Insurance Company

Schedule BI & BII

56931

SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

PARCEL 1:

1. Affidavit of Survivorship and Death Certificate pursuant to Wyoming Statute 2-9-102, sufficient to terminate the interest of the Estate of Grace F. Neal.

PARCEL 2:

2. Affidavit of Survivorship and Death Certificate pursuant to Wyoming Statute 2-9-102, sufficient to terminate the interest of the Estate of Melvin C. Neal.

PARCEL 1:

- 3. Warranty Deed from James A. Neal, a single person to Stonemill Construction, LLC, a Wyoming limited liability company. NOTE: A Statement of Consideration is required with each transfer of Title in the State of Wyoming.
- 4. PARCEL 2:

Warranty Deed from Claren Neal, a single person to Stonemill Construction, LLC, a Wyoming limited liability company. NOTE: A Statement of Consideration is required with each transfer of Title in the State of Wyoming.

5. PARCEL 3:

Warranty Deed from Lyle M. Neal and Dianna Neal, husband and wife to Stonemill Construction, LLC, a Wyoming limited liability company. NOTE: A Statement of Consideration is required with each transfer of Title in the State of Wyoming.

SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 3. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 6. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 7. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
- 8. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 9. TAXES FOR THE YEAR 2021.

PARCEL 1:

NOTE: Taxes for the year 2020 appear to be in the amount of \$223.81, Parcel No. 24051, according to the County Treasurer. The first installment is due September 1, and payable on or before November 10. The second installment is due March 1 of the following year, and payable on or before May 10. The first installment is \$111.91 and PAID. The second installment is \$111.90 and PAID.

PARCEL 2:

NOTE: Taxes for the year 2020 appear to be in the amount of \$300.22, Parcel No. 30951, according to the County Treasurer. The first installment is due September 1, and payable on or before November 10. The second installment is due March 1 of the following year, and payable on or before May 10. The first installment is \$150.11 and PAID. The second installment is \$150.11 and PAID.

PARCEL 3:

NOTE: Taxes for the year 2020 appear to be in the amount of \$262.45, Parcel No. 30952, according to the County Treasurer. The first installment is due September 1, and payable on or before November 10. The second installment is due March 1 of the following year, and payable on or before May 10. The first installment is \$131.23 and PAID. The second installment is \$131.22 and PAID.

- CONTINUED -

PARCEL 1-3:

- 10. County Road No. 120 as it may cross the Land also the rights of the public or others to County Road No. 120 for road and incidental purposes along the boundary of / across the land
- 11. The following matters as shown and delineated on the Survey, completed by Kentock-Willey Consultants, Registration No. 6594 dated April 13, 1998 Location of: Access, Utilities, and Waterline. Recorded April 20, 1998 in Drawer A, Plat Number 188.
- 12. Easement(s), including the terms and conditions thereof, as shown on the subdivision plat, recorded: May 19, 1999 in Book F of Plats, Page 16.
- 13. Easement, including terms and conditions contained therein: Granted to: The Mountain States
 Telephone and Telegraph Company For: Right of Way Recorded: July 28, 1971 Recording Information:
 Book 183, Page 39.
- 14. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilities Company For: Electric Line Recorded: October 4, 1971 Recording Information: Book 183, Page 542.
- 15. Easement, including terms and conditions contained therein: Granted to: Montana Dakota Utilties Company For: Electric Line Recorded: January 22, 1985 Recording Information: Book 291, Page 133.
- 16. An easement reserved in a deed, including the terms and conditions thereof, reserved by: Recorded February 22, 1993, in Book 356, Page 552.
- 17. Notice of Location of Water Line Easement, including terms and conditions contained therein: Recorded: April 1, 1993 Recording Information: Book 357, Page 283.
- 18. Utility Easement Agreement, including terms and conditions contained therein: Recorded: April 4, 1996 Recording Information: Book 379, Page 82.
- 19. An easement reserved in a Quitclaim Deed, including the terms and conditions thereof Recorded December 24, 1997, in Book 389, Page 676.
- 20. Access and Utility Easement, including terms and conditions contained therein: Recorded: March 13, 1998 Recording Information: Book 391, Page 345.
- 21. An Access Easement reserved in a Warranty Deed, including the terms and conditions thereof, Recorded March 29, 2005, in Book 462, Page 119.
- 22. Easement, including terms and conditions contained therein: Granted to: the Town of Ranchester For: Right of Way Recorded: August 27, 2009 Recording Information: Book 508, Page 586.

PARCEL 2:

23. Natural Gas Utility Project Easement Agreement, including terms and conditions contained therein: Granted to: Tongue River Valley Joint Powers Board Recorded: May 8, 2019 Recording Information: Book 580, Page 462.

PARCEL 3:

24. Natural Gas Utility Project Easement Agreement, including terms and conditions contained therein: Granted to: Tongue River Valley Joint Powers Board Recorded: May 8, 2019 Recording Information: Book 580, Page 468.

PARCEL 1:

25. Natural Gas Utility Project Easement Agreement, including terms and conditions contained therein: Granted to: Tongue River Valley Joint Powers Board Recorded: May 8, 2019 Recording Information: Book 580, Page 474.

OWNER'S AFFIDAVIT

to

FIRST AMERICAN TITLE INSURANCE COMPANY

The undersigned, being first duly sworn, deposes and says:

1. That they are the owner of following described land in Wyoming:

That has the address of: TBD, Sheridan, WY; (Five Mile Sub L21-23)

ilia	thas the address of. Tob, offende	an, vvi, (rive rine odo ezz	23)		
Tha	t to the best of the Affiant's knowled	dge:			
COU	There have been no repairs, works of otherwise result in a lien, except:		s furnished on the lan	d within the last 180 days, or t	hat
o D	escription of Improvement:				
	escription of Improvement: Was completed on:		_At a cost of \$		
	Will be completed on:Paid to:		_At a cost of \$		
clos	There are no public improvements a ing, except: ONE		give rise to a specia		ate of
O N	That there is no other person(s) in pONE THER		*	of the land other than:	
o No	here are no unrecorded contracts, ONE THER		V .= 3	•	t:
title,	hat there are no bankruptcy proceed except: ONE THER				ce on
the t	hat affiant has no knowledge of any itle insurance commitment and the d ONE THER	y matters of title which may a ate of recordation of the doc	arise or be recorded a uments creating the ir	gainst the land between the date terest being insured, except:	e of
subs fully hold	Affidavit is given for the purpose o sidiaries to issue its Policy(s) of Tit understands the legal aspects of ar s First American Title Insurance Co esentations made herein.	le Insurance. The undersigny misrepresentation and/o	ined acknowledges ti r untrue statements n	nat he has read the foregoing a	and nd
Date	d this 29 day of M	nch	, 2021.		
Jam	es A. Neal	a	OHANA L NEAT	DIANNA L NEAL Notary Public for the State of Montana	
	e of Montana)ss		* Notarial Seal *	Residing at LODGE GRASS, MT My Commission Expires August 23, 2021	
Subs	scribed and sworn this 29 ^{±1}	day of March		, 2021.	
Witn	ess my hand and official seal.	Notary Public	LAN		
		r abilo	,		

OWNER'S AFFIDAVIT

to

FIRST AMERICAN TITLE INSURANCE COMPANY

The undersigned, being first duly sworn, deposes and says:

1. That they are the owner of following described land in Wyoming:

That has the address of: TBD, Sheridan, WY; (Five Mile Sub L21-23)

	That to the best of the Affiant's knowledge:
(2. There have been no repairs, works of improvement or materials furnished on the land within the last 180 days, or that could otherwise result in a lien, except:
	Description of Improvement: Was completed on: At a cost of \$
	Was completed on:At a cost of \$ Will be completed on:At a cost of \$
	Paid to:At a cost of \$
	3. There are no public improvements affecting the land that would give rise to a special tax or assessment after the date o closing, except: NONE OTHER
C	4. That there is no other person(s) in possession of or who have been permitted to use of the land other than: OTHER
	5. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the land, except: NONE OTHER
	6. That there are no bankruptcy proceedings or other matters pending in any court that would result in an encumbrance or title, except: NONE OTHER
<	7. That affiant has no knowledge of any matters of title which may arise or be recorded against the land between the date of the title insurance commitment and the date of recordation of the documents creating the interest being insured, except: OTHER
	This Affidavit is given for the purpose of inducing First American Title Insurance Company and its agents, offices and subsidiaries to issue its Policy(s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and indemnifies and holds First American Title Insurance Company harmless against liability by reason of its reliance upon the statements and representations made herein.
	Dated this day of day of , 2021.
	Claren Neal
	A. A
	State of
	County of Charles 201 Office 201
	Subscribed and sworn this day of
	Witness my hand and official seal.
	Notary Public

OWNER'S AFFIDAVIT

to

FIRST AMERICAN TITLE INSURANCE COMPANY

The undersigned, being first duly sworn, deposes and says:

1. That they are the owner of following described land in Wyoming:

That has the address of: TBD, Sheridan, WY; (Five Mile Sub L21-23)

That has the address of. TDD, Shehdan, Wi	, (1 We Pine 3db L21-23)
That to the best of the Affiant's knowledge:	
could otherwise result in a lien, except:	ovement or materials furnished on the land within the last 180 days, or that
Description of Improvement:	
Was completed on:	At a cost of \$At a cost of \$
	At a cost of \$
closing, except: xQ NONE	the land that would give rise to a special tax or assessment after the date of
4. That there is no other person(s) in possess NONE	ion of or who have been permitted to use of the land other than:
5. There are no unrecorded contracts, leases of NONE OTHER	easements or other agreements or interests relating to the land, except:
6. That there are no bankruptcy proceedings title, except: NONE OTHER	or other matters pending in any court that would result in an encumbrance on
the title insurance commitment and the date of r	ers of title which may arise or be recorded against the land between the date of ecordation of the documents creating the interest being insured, except:
subsidiaries to issue its Policy(s) of Title Institution fully understands the legal aspects of any missions.	ing First American Title Insurance Company and its agents, offices and urance. The undersigned acknowledges that he has read the foregoing and representation and/or untrue statements made herein and indemnifies and harmless against liability by reason of its reliance upon the statements and
Dated this 30 day of Marc	2021.
V day of	2021.
1- Jule M May	X Wannal Jak
Lyle M. Neal	Dianna Neal
State of	.5 44
County of Big Horn)ss	A Comment of the Comm
Subscribed and swom thisday o	March , 2021.
Witness my hand and official seal.	falt Harley
VIOLET HANGEL Notan	y Public

SEAL S

VICILIT MANICEL.
NOTARY PUBLIC for the State of Mentana
Reciding at Hardin, Montan
My Commission Expires
October 1, 2024

State of Montana
County of Montana

This instrument was signed and sworn to before me

on 3-31-21

_ by Lyle New

(Name of signer)



VIOLET MANGEL
NOTARY PUBLIC for the
Etate of Meriana
Residing at Hardin, Montana
My Commission Expires
October 1, 2024

(Notary Signature)

[Affix seal/stamp to the left or below]

Verpular F. Inhakarak.
NOTTARY Pusaulo iar ine
State of Interviews
Processing at Visedin, Morrisons
Inty Conventosion Elephon
October 1, 2024



ALTA COMMITMENT - 1982 - WY

1

SCHEDULE A

1.	Effective Date: July 1, 2005 AT 5:00 P.M., MST	Commitment No: 3-31798
2.	Policies To Be Issued: (A) ALTA OWNERS POLICY (10/17/92); Proposed Insured:	Amount: \$TBI
	To Be Determined	
	(B) ALTA LOAN POLICY (10/17/92); Proposed Insured:	Amount: \$TBI
	To Be Determined	
	(C); Proposed Insured: Amount:	\$
3.	FEE interest in the land described in this Commitment is owned, by	at the Commitment Date,
	Collins Family Limited Partnership, a Wyoming limited p	artnership
4.	The land referred to in this Commitment is described as follow	vs:

PARCEL 1:

Tract A on Sheridan County Lot Division Permit #98-001, as filed in the Office of the Clerk of Sheridan County, Wyoming, in Drawer A, Plat Number 188, which tract is located within the Southeast Quarter of the Southeast Quarter of Section 13, Township 57 North, Range 86 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located N87°36′09"W, 450.50 feet from the Southeast corner of said Section 13; thence N80°11′40"W, 871.18 feet; thence N00°22′03"W, 1146.02 feet; thence N89°33′50"E, 457.21 feet; thence S04°23′24"E, 449.15 feet; thence S26°23′51"W, 195.06 feet; thence S00°00′00"W, 249.24 feet; thence N87°10′41"E, 455.16 feet; thence S00°48′32"E, 448.51 feet to the point of beginning.

PARCEL 2:

Lots 21, 22, and 23, Five Mile Subdivision, Town of Ranchester, Sheridan County, Wyoming, which Subdivision is filed of record in Book F of Plats, at Page 16 in the land records of the Sheridan County , Wyoming, Clerk and Recorder.

11/91 3

ALTA COMMITMENT - 1982 - WY

· 1

SCHEDULE B - SECTION I REQUIREMENTS

Commitment No.: 3-31798

The following requirements must be met:

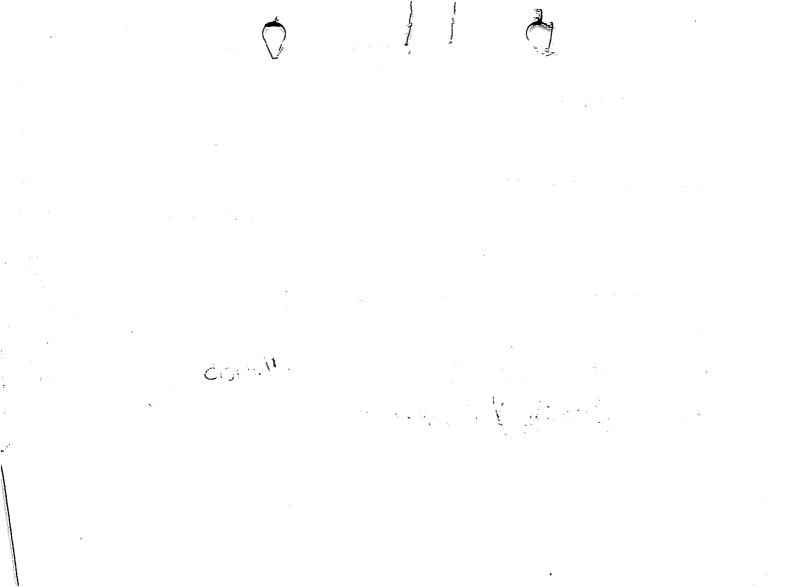
- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (d) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered, and recorded:

NOTE: The Title Company reserves the right to make any additional requirements and/or exceptions upon the determination of the insured.

11/91

Witcox Austract & Title Title Insurance Policy Receipt

File No. 31178	
Loan Policy	
Owner Policy	
Documents Attached: MTG	
RELASSN	
Delivered to: Home Beatty Date: 44105 Received by: Charty & Borgers	



Form No. 1402(6/87) ALTA Owner's Policy [3/92]

Form of Policy: ALTA OWNER'S - WYO

Policy No. 3-17335-0

Amount \$82,000.00

Charges \$520.00

SCHEDULE A

Effective Date: December 15, 2004 4:15 P.M. MST

NAME OF INSURED

American West Buildings, LLC, a Wyoming limited liability company

1. The estate or interest in the land described or referred to in this schedule covered by this Policy is:

FEE

- Title to the estate or interest covered by this policy at the date hereof is vested in the insured.
- 3. The land referred to in this policy is described as follows:

Lots 21, 22, and 23 of the Five Mile Subdivision, a subdivision in Sheridan County, Wyoming, as recorded May 19, 1999 in Book F of Plats, Page 16.

Issuing Agent

Form No. 1402(6/87)WY ALTA Owner's Policy [3/92]

Policy No. 3-17335-0

SCHEDULE B

This Policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) by reason of the following:

- Rights or claims of parties in possession not shown by the public records.
- Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Ownership or title to any mineral interest and the effect on the surface of the exercise of the mineral right.
- 7. Taxes and assessments not shown by the records of the County Treasurer.

TAXES FOR THE YEAR 2005 AND SUBSEQUENT YEARS.

- 8. Right of Way Easement as granted to The Mountain States Telephone and Telegraph Company for the communication and other facilities and incidental purposes as contained in instrument recorded July 28, 1971 in Book 183 of Deeds, Page 39.
- 9. Easement as granted to Montana-Dakota Utilities Company for the electric line and incidental purposes as contained in instrument recorded October 4, 1971 in Book 183 of Deeds, Page 542.
- 10. Easement as granted to Montana-Dakota Utilities Company for the electric distribution system and incidental purposes as contained in instrument recorded January 22, 1985 in Book 291 of Deeds, Page 133.
- 11. Water Line Easement as contained in Warranty Deed recorded February 26, 1993 in Book 356 of Deeds, Page 552.
- 12. Notice of Location of Water Line Easement and incidental purposes as contained in instrument recorded April 1, 1993 in Book 357 of Deeds, Page 283.
- 13. Easement Utility Agreement as contained in instrument recorded April 4, 1996 in Book 379 of Deeds, Page 82.
- 14. Easement as contained in Quitclaim Deed recorded December 24, 1997 in Book 389 of Deeds, Page 676.
- 15. Access and Utility Easement as contained in instrument recorded March 13, 1998 in Book 391 of Deeds, Page 345.
- 16. Easement for Utilities and incidental purposes as set out on Plat recorded May 19, 1999 in Book F of Plats, Page 16.

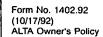
Form No. 1402(6/87)WY ALTA Owner's Policy [3/92]

A Mortgage entitled to secure an indebtedness in the original principal sum of \$73,300.00 and any other amounts and/or obligations secured thereby, recorded December 15, 2004, in Book 585, Page 702.

Dated: December 15, 2004

Mortgagor: American West Buildings, LLC, a Wyoming limited liability company Mortgagee: Collins Family Limited partnership, a Wyoming limited partnership 17.

3







First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
- 2. Any defect in or lien or encumbrance on the title;
- 3. Unmarketability of the title;
- 4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

WILCOX ABSTRACT & TITLE

307 WEST BURKITT SHERIDAN, WY 82801 (307) 672-0768 EST. 1912

First American Title Insurance Company

ATTEST

PRESIDENT

1957254

On - SE

CERTIFICATE OF COLLINS FAMILY LIMITED PARTNERSHIP

We, BRUCE E. COLLINS, Trustee of the BRUCE E. COLLINS LIVING TRUST dated May 27, 1998, and MARY JANE COLLINS, Trustee of the MARY JANE COLLINS LIVING TRUST dated May 27, 1998, hereby certify that they are the General Partners of the Collins Family Limited Partnership and have the full power and authority to act on behalf of the Collins Family Limited Partnership.

DATED this day of December, 2004.				
	Ву:	BRUCE E. COLLINS LIVING TRUST dated May 27, 1998 BRUCE E. COLLINS, Trustee		
	Ву:	MARY JANE COLLINS LIVING TRUST dated May 27, 1998 Mary Jane Collins MARY JANE COLLINS, Trustee		
STATE OF WYOMING)	SS.			
County of Sheridan)	33.			
The foregoing	instrument	was acknowledged before me this / 5 day of		

December, 2004, by BRUCE E. COLLINS, Trustee of the Bruce E. Collins Living Trust dated May 27, 1998 and MARY JANE COLLINS, Trustee of the Mary Jane Collins

WITNESS my hand and official seal.

COUNTY OF

Notary Public

My Commission expires:

Living Trust dated May 27, 1998.

DEEDS INFORMATION SHEET

ORDERED BY: <u>HEIDI@HOME REALTY</u> PHONE NUMBER:

ORDER TAKEN BY: TRISH DATE & TIME: 12-7-04

TITLE ORDER # : 31178

DELIVERY DATE: 48 HRS

NAME OF GRANTOR(S) AND MARITAL STATUS: <u>COLLINS FAMILY LIMITED</u> PARTNERSHIP BY: BRUCE E. <u>COLLINS</u>

IF GRANTOR IS A MARRIED PERSON AND SPOUSE LIVES AT PROPERTY BEING CONVEYED THE SPOUSE MUST SIGN DEED OF CONVEYANCE.

NAME OF GRANTEE(S), MARITAL STATUS AND TENANCY:

AMERICAN WEST BUILDINGS, LLC, A WYOMING LIMITED LIABILITY COMPANY

ADDRESS OF GRANTEE(S):

LEGAL DESCRIPTION: <u>SEE ATTACHED</u> *LOTS 21-23 OF FIVE MILE SUB ATTACHED*

WILL DEED BE SIGNED IN SHERIDAN COUNTY? YES

ATTACH COPY OF LAST DEED OF RECORD.

NUMBER OF PAGES FAXED

<u>5</u>

ALSO NEED A NOTE/MORTGAGE/RELEASE HELD BY SELLER FOR \$73,300 OVER 30 YRS WITH INTEREST @ 6% AND BALLOON PAYMENT DUE WITHIN 2 YRS FROM DATE OF CLOSING AND PAYMENTS TO BE \$439.48, BRUCE SAID TO USE OUR JUDGEMENT ON WHEN TO HAVE 1ST PAYMENT DUE. CALL HEIDI WITH ?'S