RECORDED NOVEMBER 5, 1996 BK 383 PG 1 NO 241378 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **DONALD J. PURCELL, a single person**, Grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantor, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives does remise, release, convey and forever quitclaim unto **LAURA D. PURCELL, a single person**, Grantee, whose address is P.O. Box 302, Big Horn, WY 82833, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantor has or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Lot 9 of Taylor's Subdivision of Block 2 of Fifth Vale Avoca Place, an Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 19th day of September, 1996.

Donald J. Purcell

Donald J. Purcell

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Donald J. Purcell, this 19th day of September, 1996.

Peggy E. Schutte

Notary Public

My Commission Expires 12/14/96

RECORDED NOVEMBER 5, 1996 BK 383 PG 2 NO 241379 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **LAURA D. PURCELL, a single person**, Grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantor, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives does remise, release, convey and forever quitclaim unto **DONALD J. PURCELL, a single person**, Grantee, whose address is P.O. Box 302, Big Horn, WY 82833, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantor has or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Lot 28, the East 5 feet of Lot 27 and the West 3 feet of Lot 29, in Block 17 of Gillette Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 19th day of September, 1996.

Laura D. Purcell
Laura D. Purcell

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Laura D. Purcell, this 19th day of September, 1996.

Notary Public

My Commission Expires 12/14/96

RECORDED NOVEMBER 5, 1996 BK 383 PG 3 NO 241380 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **DONALD J. PURCELL, a single person**, Grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantor, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives does remise, release, convey and forever quitclaim unto **LAURA D. PURCELL, a single person**, Grantee, whose address is P.O. Box 302, Big Horn, WY 82833, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantor has or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Lot 16 and the North 10 feet of Lot 15 of Block 9 of Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 19th day of September, 1996.

Donald J. Purcell

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Donald J. Purcell, this 19th day of September, 1996.

Notary Public

My Commission Expires 12/14/96

WARRANTY DEED—FORM NO. 9 4

RECORDED NOVEMBER 5, 1996 BK 383 PG 4 NO 241382 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

Larry John Legerski

grantor, of Sheridan County, and State of Wyoming, for and in consideration of $1.00 One and 00/100 DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO Carrie Ann Legerski and Larry John Legerski

grantees, whose address is 265 South Badger Sheridan, Wy.

the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

The West 164.25 Feet of lots 10 and 11, Block 13, Western Addition to the City of Sheridan, Sheridan County, Wyoming. 16,425 SQ. FT.

WITNESS hand this 3rd day of Nov., 1996

Larry J. Legerski

State of Wyoming
County of Sheridan } ss.

The foregoing instrument was acknowledged before me by Larry J. Legerski

this 3rd day of November, 1996.

Witness my hand and official seal.

Nola K Kolas
Signature
Notary Public
Title of Officer

My Commission Expires: 7-29-98

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RECORDED NOVEMBER 5, 1996 BK 383 PG 5 NO 241383 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GILT EDGE MINING CORPORATION, a Delaware corporation authorized to do business in Wyoming, Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS TO **MacCARTY, INC.**, a Wyoming corporation, Grantee, whose address is P. O. Box 578, Big Horn, Wyoming 82833, the following described real estate, situate in the County of Sheridan, and State of Wyoming, to-wit:

See Exhibit "A" attached hereto.

TOGETHER with all improvements situate thereon, and all appurtenances and hereditaments appertaining thereto.

SUBJECT to all easements, reservations, restrictions, and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State.

DATED this 29 day of December, 1995.

GILT EDGE MINING CORPORATION, Grantor

By: Martin S. MacCarty

Title: Pres.

ATTEST:

Brian A. MacCarty
Secretary

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 29 day of December, 1995, by Martin S. MacCarty, President of **GILT EDGE MINING CORPORATION**, a Delaware corporation authorized to do business in Wyoming, Grantor.

WITNESS my hand and official seal.

JANET CATTERALL - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 20, 1998

Janet Catterall
Notary Public

My commission expires: May 20, 1998.

EXHIBIT "A" 6

LEGAL DESCRIPTION

RE: MARTIN MACCARTY / GILT EDGE MINING CORPORATION

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH P.M., SHERIDAN COUNTY, WY.

Section 25: *That portion of the South½ lying West of the Murphy Gulch County Road (No.147);*

EXCEPTING THEREFROM that portion of the North½SW¼ of Section 25, Township 54 North, Range 83 West, conveyed to Michael R. Shanley, et ux., as recorded in Book 354, Page 465; said tract more particularly described as follows:

Commencing at the west quarter corner of said Section 25 (3" brass cap per L.S. 520), said point being the POINT OF BEGINNING of the herein described tract; thence S01°50'13"W, 1110.16 feet along the west line of said North½SW¼ and a north-south fence line to a point; thence S89°25'52"E, 1912.68 feet to a point, said point lying on the centerline of the Murphy Gulch County Road; thence N19°07'07"E, 198.73 feet along the centerline of said Murphy Gulch County Road to a point; thence N10°23'56"W, 259.45 feet along said centerline to a point; thence N00°07'16"E, 99.79 feet along said centerline to a point; thence N17°11'51"E, 591.73 feet along said centerline to a point; thence N89°25'52"W, 2070.53 feet along an east-west fence line to the POINT OF BEGINNING.

Section 36: *That portion lying West of the Murphy Gulch County Road (No.147);*

EXCEPTING THEREFROM that portion of the SW¼ of Section 36, Township 54 North, Range 83 West, conveyed to Arthur E. Nelson, as recorded in Book 351, Page 510; said tract more particularly described as follows:

Beginning at the southwest corner of said Section 36; thence N01°14'07"W, 1360.80 feet along the west line of said Section 36; thence N88°43'11"E, 1696.50 feet to a point in the centerline of Murphy Gulch County Road; thence S03°13'37"W, 1384.01 feet along said centerline to a point on the south line of said Section 36; thence S89°24'08"W, 1588.91 feet to the POINT OF BEGINNING.

RECORDED NOVEMBER 5, 1996 BK 383 PG 7 NO 241402 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT OF HAROLD HUSMAN, PRESIDENT OF GENERAL ENTERPRISES, INC.

I, Harold Husman, file this affidavit in accordance with Wyoming Statute § 34-11-101 and after being first duly sworn, depose and state:

1. I am a competent adult of sound mind residing in Sheridan County, Wyoming.

2. I have personal knowledge of all statements in this affidavit.

3. I am the President of General Enterprises, Inc., a Wyoming corportation.

4. This affidavit concerns property located on Carlin Street in the City of Sheridan, more particularly described as:

Lot 7 and Lot 8 of Block 2, Palmer Addition, to the City of Sheridan, Sheridan County, Wyoming.

5. On September 7, 1973, General Enterprises, Inc. purchased the property at a tax sale.

6. This tax sale was evidenced by a receipt recorded by the Sheridan County Treasurer. A Certified copy of this receipt is attached as Appendix A.

7. Since 1973, General Enterprises, Inc. has paid all the property taxes on this property.

8. Since 1973, General Enterprises, Inc. has possessed the property and has conducted the necessary maintenance on the property, including mowing of the property, inspection of the property and other general maintenance.

9. General Enterprises, Inc. has been in exclusive control of the property since 1973.

10. General Enterprises, Inc. has openly exercised control over the property since 1973.

11. General Enterprises, Inc. has held itself out to be the owner of the property since 1973.

12. General Enterprises, Inc. has excluded others from using the property without its permission since 1973.

13. General Enterprises, Inc. has excluded George Miller, his family, heirs and agents from the property since 1973.

14. General Enterprises, Inc. has done all of the above stated items in paragraphs 7-13 continuously from September 7, 1973, through the date of this Affidavit

DATED THIS 1 DAY OF November 1996.

Harold H. Husman,
President of General Enterprises, Inc.

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Harold H. Husman, President of General Enterprises, Inc., this 1 day of November, 1996.

WITNESS my hand and official seal.

JOHN G. FENN - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Nov. 24, 1997

My commission expires :

Notary Public

STATE OF WYOMING,
County of Sheridan } ss.

NO. P. P. 316

I, Ruth E. Middleton, County Treasurer in and for the County of Sheridan, in said State, do hereby certify that the following described real estate in said County, to-wit: George Miller

THE HILLS COMPANY, SHERIDAN 311347

DESCRIPTION OF LANDS					TOWN PROPERTY		
PART OF SECTION	Sec.	Twp.	Range	Acres	TOWN	Lot	Block
1971 #24.21 7.45 #31.66					Parmer	7-8	2
1972 #4.10 1.45 3.00 1.00 #29.55							
#61.21							
1973 - 24.20							
1974 - 23.37							
1975 - 17.48							
1976 - 28.91							

This is a true and certified copy of the record located in the Sheridan County Treasurer's Office.

Robert D. Fall
Sheridan County Treasurer

Appendix 9 A

And on the 7th day of September 1977, duly sold by me in the manner provided by law for the delinquent taxes, penalty, interest and costs thereon for the year 1971, 1972 amounting to Sixty-one & 21/100, including interest and penalty thereon, and the costs allowed by law, to General Enterprises, Inc. for the said sum of Sixty-one & 21/100 Dollars, and I further certify that unless redemption is made of said real estate, in the manner provided by law, the said General Enterprises, Inc., heirs or assigns, will be entitled to a deed therefor on and after the 7th day of September, A.D. 1977, on surrender of this certificate.

In witness whereof I have hereunto set my hand this 7th day of Sept. 1, A. D. 1972

Deputy.

Ruth E. Middleton
County Treasurer of Sheridan County, Wyoming.

RECORDED NOVEMBER 6, 1996 BK 383 PG 10 NO 241430 RONALD L. DAILEY, COUNTY CLERK

Quitclaim Deed

General Enterprises, Inc., a Wyoming Corporation, by and through its President, Harold H. Husman, of 939 Second Avenue East, Sheridan, Wyoming, for the consideration of ten (10) dollars, the receipt of which is hereby acknowledged, conveys and quitclaims to Peter M. Husman and Catherine R. Kethman, as husband and wife, as tennants by the entireties, with right of survivorship, any and all interest that the Grantor has in the following described real estate:

Lot 7 and Lot 8 of Block 2, Palmer Addition to the City of Sheridan,

situated in Sheridan County, the State of Wyoming.

DATED THIS 1 DAY OF November 1996.

Lorraine S. Husman
Secretary
General Enterprises, Inc.

Harold H. Husman
President of General Enterprises, Inc.

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Harold H. Husman, President of General Enterprises, Inc. and Lorraine S. Husman, Secretary of General Enterprises, Inc. this 1 day of November, 1996.

WITNESS my hand and official seal.

JOHN G. FENN - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Nov. 24, 1997

Notary Public

My commission expires :

RECORDED NOVEMBER 6, 1996 BK 383 PG 11 NO 241449 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GARLAND ENTERPRISES, INC., a Wyoming corporation, (herein referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to **DAVID J. McCABE and PAULA D. McCABE, husband and wife as tenants by the entireties**, (herein referred to as "Grantees"), whose address is 2187 Pima Drive Sheridan WY 82801 the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Lot 38 of the Summit at Sparrow Hawk, a subdivision of the City of Sheridan, Wyoming.

TOGETHER WITH all improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER, to all easements, licenses, restrictive covenants, reservations of record, and subject to building, zoning and subdivision regulations now in effect.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 5th day of November, 1996.

GARLAND ENTERPRISES, INC.

Attest:

Donna Garland
Donna Garland, Secretary

By: William H. Garland
William H. Garland, President

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 5th day of November, 1996, by William H. Garland and Donna Garland, the President and Secretary respectively of Garland Enterprises, Inc.

WITNESS my hand and official seal.

E. Marie Wright
Notary Public

My commission expires: 6-18-2000

J. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

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RECORDED NOVEMBER 6, 1996 BK 383 PG 12 NO 241490 RONALD L. DAILEY, COUNTY CLERK

TRUSTEES' QUITCLAIM DEED

ARTHUR J. BOCEK, BERTHA LEE ROMPF, CONNIE J. PERRY, DALE ANN MILLER and GALE EDWARD BOCEK, CO-TRUSTEES OF THE FRANK BOCEK REVOCABLE TRUST UNDER AGREEMENT DATED JULY 22, 1994, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim to **DALE ANN MILLER**, whose address is 616 East Burkitt, Sheridan, WY 82801 all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Township 55 North, Range 82 West, 6th P.M., Sheridan County, WY.

Section 29: $W^1/_2SW^1/_4$, $NE^1/_4SW^1/_4$, $NW^1/_4SE^1/_4$, $S^1/_2SW^1/_4NW^1/_4$, That portion of the $E^1/_2SE^1/_4$ lying west of the centerline of the Dow Prong County Road (No. 151).

Section 30: $N^1/_2SE^1/_4$, $SE^1/_4NE^1/_4$

TOGETHER WITH all mineral rights, water, water rights, ditches, ditch rights and improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER, to all easements, restrictive, covenants, conditions, defects and encroachments of record.

FURTHER SUBJECT TO 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 in the public records.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 4th day of November, 1996.

Arthur J. Bocek

Arthur J. Bocek, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Bertha Lee Rompf

Bertha Lee Rompf, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Connie J. Perry

Connie J. Perry, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Dale Ann Miller

Dale Ann Miller, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Gale Edward Bocek

Gale Edward Bocek, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

My Commission Expires

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 2nd day of October, 1996, by Arthur J. Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 6th day of September, 1996, by Bertha Lee Rompf.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 22 day of October, 1996, by Connie J. Perry.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 4th day of November, 1996, by Dale Ann Miller.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 18 day of September, 1996, by Gale Edward Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

RECORDED NOVEMBER 6, 1996 BK 383 PG 14 NO 241491 RONALD L. DAILEY, COUNTY CLERK

TRUSTEES' QUITCLAIM DEED

ARTHUR J. BOCEK, BERTHA LEE ROMPF, CONNIE J. PERRY, DALE ANN MILLER and GALE EDWARD BOCEK, CO-TRUSTEES OF THE FRANK BOCEK REVOCABLE TRUST UNDER AGREEMENT DATED JULY 22, 1994, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim to **ARTHUR J. BOCEK,** whose address is 1250 N. Center, Casper, WY 82601 all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Township 55 North, Range 82 West, 6th P.M., Sheridan County, WY.
Section 30: Lot 2, Lot 3, Lot 4, E1/2SW1/4, S1/2SE1/4

Township 55 North, Range 83 West, 6th P.M., Sheridan County, WY.
Section 25: SW1/4SE1/4, E1/2SE1/4

TOGETHER WITH all mineral rights, water, water rights, ditches, ditch rights and improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER, to all easements, restrictive, covenants, conditions, defects and encroachments of record.

FURTHER SUBJECT TO 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 in the public records.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 4th day of Nov., 1996.

Arthur J. Bocek

Arthur J. Bocek, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Bertha Lee Rompf

Bertha Lee Rompf, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Connie J. Perry

Connie J. Perry, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Dale Ann Miller

Dale Ann Miller, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Gale Edward Bocek

Gale Edward Bocek, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

My Commission Expires

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 2nd day of October, 1996, by Arthur J. Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 6th day of September, 1996, by Bertha Lee Rompf.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 22 day of October, 1996, by Connie J. Perry.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 4th day of November, 1996, by Dale Ann Miller.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 18 day of September, 1996, by Gale Edward Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

RECORDED NOVEMBER 6, 1996 BK 383 PG 16 NO 241492 RONALD L. DAILEY, COUNTY CLERK

TRUSTEES' QUITCLAIM DEED

ARTHUR J. BOCEK, BERTHA LEE ROMPF, CONNIE J. PERRY, DALE ANN MILLER and GALE EDWARD BOCEK, CO-TRUSTEES OF THE FRANK BOCEK REVOCAB LE TRUST UNDER AGREEMENT DATED JULY 22, 1994, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim to **CONNIE J. PERRY**, whose address is 1843 Val Vista Sheridan, WY 82801 all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Township 55 North, Range 82 West, 6th P.M., Sheridan County, WY.

Section 20: $S^1/_2SW^1/_4$

Section 29: $E^1/_2NW^1/_4$, $NW^1/_4NW^1/_4$, $N^1/_2SW^1/_4NW^1/_4$, $W^1/_2NE^1/_4$, That portion of the $NE^1/_4NE^1/_4$ and $N^1/_2SE^1/_4NE^1/_4$ lying west of the centerline of the Dow Prong County Road (No. 151), also that portion of the $S^1/_2SE^1/_4NE^1/_4$ lying west of a line twenty (20) feet east of and parallel to the centerline of Dow Prong Creek.

Section 30: $NE^1/_4NE^1/_4$

TOGETHER WITH all mineral rights, water, water rights, ditches, ditch rights and improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER TO a thrity-five (35) foot easement granted by Trustee's Quitclaim Deed of even date herewith granted to Bertha Lee Rompf, the owner of the adjoining property, for ingress and egress and for the installation and maintenance of utility line which shall lay along the south thirty-five (35) feet of the following described tract, to-wit:

> That portion of the $S^1/_2SE^1/_4NE^1/_4$ lying west of a line twenty (20) feet east of and parallel to the centerline of Dow Prong Creek.

ALSO SUBJECT to all easements, restrictive, covenants, conditions, defects and encroachments of record.

FURTHER SUBJECT TO 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 in the public records.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 4th day of November, 1996.

Arthur J. Bocek

Arthur J. Bocek, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Bertha Lee Rompf

Bertha Lee Rompf, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Connie J. Perry, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Dale Ann Miller

Dale Ann Miller, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Gale Edward Bocek

Gale Edward Bocek, Co-Trustee of the Frank Bocek Revocable Trut under agreement dated 7-22-94

My Commission Expires

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 2nd day of October, 1996, by Arthur J. Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 6th day of September, 1996, by Bertha Lee Rompf.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 22 day of October, 1996, by Connie J. Perry.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 4th day of November, 1996, by Dale Ann Miller.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 18 day of September, 1996, by Gale Edward Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

RECORDED NOVEMBER 6, 1996 BK 383 PG 18 NO 241493 RONALD L. DAILEY, COUNTY CLERK

TRUSTEES' QUITCLAIM DEED

ARTHUR J. BOCEK, BERTHA LEE ROMPF, CONNIE J. PERRY, DALE ANN MILLER and GALE EDWARD BOCEK, CO-TRUSTEES OF THE FRANK BOCEK REVOCABLE TRUST UNDER AGREEMENT DATED JULY 22, 1994, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim to **GALE EDWARD BOCEK**, whose address is P.O. Box 4 Wyarno, WY 82845 all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Township 55 North, Range 82 West, 6th P.M., Sheridan County, WY.
Section 28: $SW^1/_4SW^1/_4$

Section 29: That portion of the $E^1/_2SE^1/_4$ lying east of the centerline of the Dow Prong County Road (No. 151)

TOGETHER WITH all mineral rights, water, water rights, ditches, ditch rights and improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER, to all easements, restrictive, covenants, conditions, defects and encroachments of record.

FURTHER SUBJECT TO 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 in the public records.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 4th day of November, 1996.

Arthur J. Bocek

Arthur J. Bocek, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Bertha Lee Rompf

Bertha Lee Rompf, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Connie J. Perry, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Dale Ann Miller

Dale Ann Miller, Co-Trustee of the Frank Bocek Revocable Trust under greement dated July 22, 1994

Gale Edward Bocek

Gale Edward Bocek, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 2nd day of October, 1996, by Arthur J. Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 6th day of September, 1996, by Bertha Lee Rompf.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-200

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 22nd day of October, 1996, by Connie J. Perry.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 4th day of November, 1996, by Dale Ann Miller.

WITNESS my hand and official seal.

Deborah A Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 18 day of September, 1996, by Gale Edward Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

RECORDED NOVEMBER 6, 1996 BK 383 PG 20 NO 241494 RONALD L. DAILEY, COUNTY CLERK

TRUSTEES' QUITCLAIM DEED

ARTHUR J. BOCEK, BERTHA LEE ROMPF, CONNIE J. PERRY, DALE ANN MILLER and GALE EDWARD BOCEK, CO-TRUSTEES OF THE FRANK BOCEK REVOCABLE TRUST UNDER AGREEMENT DATED JULY 22, 1994, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim to **BERTHA LEE ROMPF**, whose address is 1444 Gladstone, Sheridan, WY 82801 all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Township 55 North, Range 82 West, 6th P.M., Sheridan County, WY.

Section 28: $W^1/_2SE^1/_4$, $E^1/_2SW^1/_4$, $NW^1/_4SW^1/_4$, $W^1/_2NW^1/_4$

Section 29: That portion of the $NE^1/_4NE^1/_4$, and $N^1/_2SE^1/_4NE^1/_4$ lying east of the centerline of the Dow Prong County Road (No. 151), also that portion of the $S^1/_2SE^1/_4NE^1/_4$ lying east of a line twenty (20) east of and parallel to the centerline of Dow Prong Creek.

TOGETHER WITH a thrity-five (35) foot easement for ingress and egress and for the installation and maintenance of utility lines which shall lay along the south thirty-five (35) feet of the following described tract, to-wit:

That portion of the $S^1/_2SE^1/_4NE^1/_4$ lying east of of the centerline of the Dow Prong County Road (No. 151) and west of a line twenty (20) feet east of and parallel to the centerline of Dow Prong Creek.

said easement to run with the land and be appurtenant thereto.

ALSO TOGETHER WITH all mineral rights, water, water rights, ditches, ditch rights and improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER, to all easements, restrictive, covenants, conditions, defects and encroachments of record.

FURTHER SUBJECT TO 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 in the public records.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 4th day of November, 1996.

Arthur J. Bocek, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Bertha Lee Rompf, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Connie J. Perry, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Dale Ann Miller, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

Gale Edward Bocek, Co-Trustee of the Frank Bocek Revocable Trust under agreement dated July 22, 1994

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 2nd day of October, 1996, by Arthur J. Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 6th day of September, 1996, by Bertha Lee Rompf.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 22 day of October, 1996, by Connie J. Perry.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 4th day of November, 1996, by Dale Ann Miller.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Trustees' Quitclaim Deed was subscribed, sworn to and acknowledged before me this 18 day of September, 1996, by Gale Edward Bocek.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

22

RECORDED NOVEMBER 7, 1996 BK 383 PG 22 NO 241535 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten or More Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **GENEVIEVE A. BATTY**, a widow, of Sheridan County, Wyoming, as Grantor, hereby releases, conveys and forever quitclaims to **GENEVIEVE A. BATTY, Trustee of the GENEVIEVE A. BATTY Revocable Trust, under agreement dated the 6th day of November, 1996**, 508 South Main Street, Sheridan, Wyoming 82801, as Grantee, and her successors and assigns, forever, all such right, title, interest, property, possession, claim and demand as Grantors have or ought to have in or to all of the following described real property situated in Sheridan County, Wyoming:

> Tract No. Sixteen (16), Valley View Subdivision, Sheridan County, Wyoming, the plat of which is duly filed in the office of the Sheridan County Clerk, Sheridan County, Wyoming.
>
> Together with all improvements thereon and all appurtenances thereto, and subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 6th day of November, 1996.

Genevieve A Batty
GENEVIEVE A. BATTY

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 6th day of November, 1996, by **GENEVIEVE A. BATTY.**

WITNESS my hand and official seal.

DAN B. RIGGS - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires June 7, 2000

Dan B. Riggs
Notary Public

My Commission expires: 6/7/00

RECORDED NOVEMBER 7, 1996 BK 383 PG 23 NO 241536 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten or More Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **GENEVIEVE A. BATTY**, a widow, of Sheridan County, Wyoming, as Grantor, hereby releases, conveys and forever quitclaims to **GENEVIEVE A. BATTY, Trustee of the GENEVIEVE A. BATTY Revocable Trust, under agreement dated the 6th day of November, 1996**, 508 South Main Street, Sheridan, Wyoming 82801, as Grantee, and her successors and assigns, forever, all such right, title, interest, property, possession, claim and demand as Grantors have or ought to have in or to all of the following described real property situated in Sheridan County, Wyoming:

> Lot 9, 10, 11 and 12 in Block 11 of Kilbourne Addition to the Town, now City of Sheridan, Wyoming, as surveyed, platted and recorded.
>
> Together with all improvements thereon and all appurtenances thereto, and subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 6 day of November, 1996.

Genevieve A Batty

GENEVIEVE A. BATTY

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 6th day of November, 1996, by **GENEVIEVE A. BATTY**.

WITNESS my hand and official seal.

DAN B. RIGGS - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires June 7, 2000

Dan B Riggs

Notary Public

My Commission expires: 6/7/00

RECORDED NOVEMBER 7, 1996 BK 383 PG 24 NO 241558 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, GRANTOR, of Sheridan, County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **MARK T. METZGER and MARLA M. METZGER, husband and wife, as tenants by the entirety,** whose address is 16 CANYON VIEW DR., the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 8 Block E, Powder Horn Ranch, Planned Unit Development, Phase One.

A subdivision in Sheridan County, Wyoming, filed as Plat #P-36.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 4th day of November, 1996.

POWDER HORN RANCH, LLC

Howard Todd Jr.
Manager

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Howard Todd Jr. this 4th day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires June 11, 1999.

CERTIFIED COPY

RECORDED NOVEMBER 7, 1996 BK 383 PG 25 NO 241560 RONALD L. DAILEY, COUNTY CLERK

IN THE DISTRICT COURT, FOURTH JUDICIAL DISTRICT
WITHIN AND FOR THE COUNTY OF SHERIDAN, STATE OF WYOMING

IN THE MATTER OF THE ESTATE OF MACIL E. SPENCER	)	Probate No. 96-9-93

Filed in the Office of the [illegible] District Court of Sheridan County, Wyo.
OCT 30 1996
Clerk of Court
By [illegible] Deputy

DECREE

THIS COURT, having considered the Petition for Distribution of Real Property filed by Rose M. Burns and Ila Onkka on September 26, 1996, pursuant to Wyoming Statute Sections 2-1-205 and 2-4-101(a)(i) and being fully advised in the premises, the Court now finds as follows:

1. Macil E. Spencer died on August 24, 1996 and was possessed fee simple interest for the following described real property located in Sheridan County, Wyoming:

> The East 46 feet of Lots 7 and 8 of Block 18 of Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.
>
> Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property.

2. The value of decedent's estate, did not exceed Seventy Thousand Dollars ($70,000.00).

3. Notice of Petition for Distribution of Real Property was advertised in the Sheridan Press, a newspaper of general circulation in Sheridan County, on October 4 and October 11, 1996.

4. More than thirty days have elapsed since Macil E. Spencer's death and no application for the appointment of a personal representative is pending in her estate nor has such an

application been granted in any jurisdiction.

5. Petitioners, the claiming distributees, are the only heirs of the decedent who left no surviving spouse and are entitled to delivery of the property by virtue of decedent's Will.

6. There are no other distributees having a right to succeed to the property under probate proceedings.

THEREFORE, this Court Decrees that the title to the above described real property is vested in Rose M. Burns and Ila Onkka.

DATED this 29 day of Oct, 1996.

ORIGINAL SIGNED BY JOHN C. BRACKLEY
DISTRICT COURT JUDGE

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.
Dated this 30th day of Oct. 1996
DORIS KOBOLD ..... Clerk
Dana Anderson ..... Deputy

RECORDED NOVEMBER 7, 1996 BK 383 PG 27 NO 241570 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ELDON I. BUELL and M. JEAN BUELL, husband and wife, GRANTORS, of County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **VIRGIL JOHN KISER and CHERYL L. KISER, husband wife, as tenants by the entirety,** whose address is Box 4, Clearmont, Wyoming 82835, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Exhibit "A"

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 6 day of Nov, 1996.

Eldon I. Buell

M. Jean Buell

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Eldon I. Buell and M. Jean Buell this 6 day of November, 1996.

Witness my hand and official seal.

Janet Riesland
Notary Public

My Commission Expires 11-2-97

JANET RIESLAND - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires 11-2-97

TOWNSHIP 54 NORTH, RANGE 79 WEST OF THE 6TH P.M.,
SHERIDAN COUNTY, WYOMING

Section 21: A tract of land situated in the SE¼NW¼ and the SW¼NE¼, more particularly described as follows:

Commencing at the Northeast corner of Lot 10 of the First Addition to the Town of Clearmont; thence Southeasterly on the extension of the Southerly line of Piney Avenue to the East line of said SE¼NW¼ as established by Resurvey which differs from line shown on original plat; thence continuing on said line extending Easterly from the Southeast extremity of Piney Avenue of said town to a point 15 feet Westerly from the center line of the Leiter Estate Irrigation Ditch, known as the Pratt and Ferris Irrigation Ditch No. 2, thence in a Southwesterly direction and parallel to and 15 feet Westerly from said centerline of said ditch to a point in line with the extension of the Northerly line of the alley running South of said Lot 10, thence Northwesterly along said North line of the alley to the Southwest corner of said Lot 10, thence North to the point of beginning.

RECORDED NOVEMBER 8, 1996 BK 383 PG 29 NO 241574 RONALD L. DAILEY, COUNTY CLERK

CORRECTIVE QUITCLAIM DEED

Eva H. Davidson, a single person, of Sheridan County, Wyoming in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, conveys and quitclaims to Keith R. Davidson, a single person, all right, title and interest in the following described real estate situate in Sheridan County, Wyoming:

Tract 14, of the Pierce Subdivision.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 185.

EXCEPT

That portion conveyed to the Transportation Commission of Wyoming by Warranty Deed recorded April 8, 1992 in Book 349 of Deeds, Page 293.

Hereby waiving and releasing forever all homestead rights in and to the described property.

DATED this 7th day of November, 1996.

Eva H. Davidson
Eva H. Davidson

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by Eva H. Davidson this 7th day of November, 1996.

Witness my hand and official seal.

Cathy L. Danielli
Notary Public

My Commission Expires: 01-28-97

CATHY L. DANIELLO-Notary Public
County of Sheridan
State of Wyoming
My Commission Expires January 28, 1997.

RECORDED NOVEMBER 8, 1996 BK 383 PG 30 NO 241618 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT OF SURVIVORSHIP

STATE OF WASHINGTON)
: SS
COUNTY OF SNOHOMISH)

Walita J. Mroz, being of lawful age and being first duly sworn upon oath does depose and state the following:

1. That your affiant is the surviving daughter of **Mary K. Boyd, also known as Mary Katherine Boyd**, who died on the 19th day of January, 1993, in Yellowstone County, State of Montana.

2. That at the time of her death, the said **Mary K. Boyd, also known as Mary Katherine Boyd**, was the owner, along with **James G. Boyd, also known as James Glenn Boyd**, as husband and wife, of the following described real property, situate in the County of Sheridan, State of Wyoming, to-wit:

> **Lots number 12 and 13, of Block 14, Palmer's Addition to the town, now City of Sheridan, Sheridan County, State of Wyoming.**

3. That **Mary K. Boyd, also known as Mary Katherine Boyd** and **James G. Boyd, also known as James Glenn Boyd**, received title to the above described property, as tenants by the entireties, by that certain Warranty Deed executed by **Claude R. Drown and Ellen A. Drown, husband and wife**, as Grantors, said deed being dated the 18th day of May, 1950, and recorded in Book 79 of Deeds, Page 390 thereof, in the records of the County Clerk and Ex-Officio Register of Deeds, for Sheridan County, State of Wyoming, on the 18th day of May, 1950, as instrument number 314045.

4. That attached hereto is a certified copy of the death certificate of **Mary K. Boyd, also known as Mary Katherine Boyd.**

5. That by reason of the death of said **Mary K. Boyd, also known as Mary Katherine Boyd**, all right, title and interest of **Mary K. Boyd, also known as Mary Katherine Boyd**, in the above described property now vests in **James G. Boyd, also known as James Glenn Boyd**, who by virtue of the interest held as husband and wife succeeds thereto as the surviving tenant by the entireties.

6. That this Affidavit is made and given for the express purpose of clearing title to the above referenced property into the

name of **James G. Boyd, also known as James Glenn Boyd,** in accordance with the statutes of the State of Wyoming.

Dated this 13 day of AUGUST, 1996.

Walita J. Mroz

Walita J. Mroz, daughter of Mary K. Boyd, also known as Mary Katherine Boyd

Subscribed and sworn to before me, by Walita J. Mroz, daughter of Mary K. Boyd, also known as Mary Katherine Boyd, this 13th day of August, 1996.

NOTARY PUBLIC

My Commission Expires STEVE L. QUESINBERRY MY APPOINTMENT EXPIRES 12-9-00

HM V.S. 3 (1988 revision)

[080]
Local File Number

MONTANA
CERTIFICATE OF DEATH

32
State File Number

DECEDENT

1. DECEDENT'S NAME (First)	(Middle)	(Last)	2. SEX	3. DATE OF DEATH (Month, Day, Year)
Mary	Katherine	Boyd	Female	January 19, 1993

4. RACE—American Indian, Black, White, etc. (Specify)	5a. AGE—Last Birthday (Years)	5b. UNDER 1 YEAR Months	Days	5c. UNDER 1 DAY Hours	Minutes	6. DATE OF BIRTH (Month, Day, Year)	7a. COUNTY OF DEATH
White	72					July 16, 1920	Yellowstone

7b. PLACE OF DEATH (Check only one)
HOSPITAL: ☒ Inpatient ☐ ER/Outpatient ☐ DOA
OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)

7c. FACILITY NAME (If not institution, give street and number)	7d. CITY, TOWN, OR LOCATION OF DEATH
Saint Vincent Hospital	Billings

8. BIRTHPLACE (City and State or Foreign Country)	9. MARITAL STATUS	10. SURVIVING SPOUSE (If wife, give maiden surname)
Kleenburn, Wyoming	☐ Never Married ☐ Widowed ☒ Married ☐ Divorced	James G. Boyd

11. SOCIAL SECURITY NUMBER	12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.)	12b. KIND OF BUSINESS/INDUSTRY	13. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or no)
520-09-9366	Personnel Manager	Retail Store	No

14a. RESIDENCE—STATE	14b. COUNTY	14c. CITY, TOWN, OR LOCATION	14d. STREET NUMBER
Wyoming	Sheridan	Sheridan	805 E Works

14e. INSIDE CITY LIMITS? (Yes or no)	14f. ZIP CODE	15. ANCESTRY—Mexican, Puerto Rican, Cuban, African, English, Irish-German, Hmong, etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12)	College (1-4 or 5+)
Yes	82801	Italian	12	

PARENTS

17. FATHER'S NAME (First, Middle, Last)	18. MOTHER'S NAME (First, Middle, Maiden Surname)
Frank NMN Pedulla	Elizabeth NMN Mediate

INFORMANT

19a. INFORMANT'S NAME (Type/Print)	19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
James G. Boyd	805 E Works, Sheridan, WY 92801

DISPOSITION

METHOD OF DISPOSITION	20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)	20c. LOCATION—City or Town, State
☐ Burial ☐ Cremation ☒ Removal from State 20a. ☐ Other (Specify)	Sheridan Municipal Cemetery	Sheridan, WY

21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER PERSON IN CHARGE OF DISPOSITION	21b. MONTANA LICENSE NUMBER (of Licensee)	22. NAME AND ADDRESS OF FACILITY
B Bell	431	Michelotti-Sawyers, Billings, MT Champion Funeral Home 244 S Brooks, Sheridan, WY 82801

CAUSE OF DEATH

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

		Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. Acute Leukemia	2 Months
Sequentially list conditions if any, leading to immediate cause. Enter Underlying Cause (Disease or injury that initiated events resulting in death) Last.	b. DUE TO (OR AS A CONSEQUENCE OF):	
	c. DUE TO (OR AS A CONSEQUENCE OF):	
	d. DUE TO (OR AS A CONSEQUENCE OF):	

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

24a. WAS AN AUTOPSY PERFORMED? (Yes or no)	24b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or no)
No	N/A
25. WAS CASE REFERRED TO CORONER? (Yes or no)	
No	

26. MANNER OF DEATH	27a. DATE OF INJURY (Month, Day, Year)	27b. TIME OF INJURY M	27c. INJURY AT WORK? (Yes or no)	27d. DESCRIBE HOW INJURY OCCURRED
☒ Natural ☐ Pending Investigation ☐ Accident ☐ Could not be Determined ☐ Suicide ☐ Homicide				

27e. PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify)	27f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

CERTIFIER

28a. TO BE COMPLETED BY CERTIFYING PHYSICIAN ONLY. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated.
(Signature and Title)

29a. TO BE COMPLETED BY CORONER ONLY. On the basis of examination and/or investigation in my opinion death occurred at the time, date and place and due to the cause(s) and manner as stated.
(Signature and Title)

28b. DATE SIGNED (Month, Day, Year)	28c. HOUR OF DEATH M	29b. DATE SIGNED (Month, Day, Year)	29c. HOUR OF DEATH M
1/20/93	2131		

28d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)	29d. DATE PRONOUNCED DEAD (Month, Day, Year)	29e. PRONOUNCED DEAD (Hour) M

30. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
Neel Hammond, M.D., 1230 N 30th St, Billings, MT 59101

REGISTRAR

31a. LOCAL REGISTRAR'S SIGNATURE	31b. DATE FILED (Month, Day, Year)
[signature]	January 25 1993

CLERK & RECORDER

STATE OF MONTANA, } ss
County of Yellowstone,

This is to certify that the within instrument is a true and correct copy of the information shown on the duplicate Record on file in my office. File # FEB 3 1993

my hand and Official Seal this

Merrill H. Kinnick, County Clerk & Recorder

By Deputy

Recording requested by:

34

And when recorded mail to:

RECORDED NOVEMBER 8, 1996 BK 383 PG 34 NO 241628 RONALD L. DAILEY, COUNTY CLERK

TAR PREFERRED MORTGAGE CORPORATION
23722 Birtcher Drive
Lake Forest, CA 92630

Loan Number: 21403926

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REQUEST FOR SPECIAL NOTICE

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust Recorded 5/25/94 as instrument No.BOOK 322, PAGE 603, in Book _____, Page ____, Official Records of SHERIDAN County, WYOMING as affecting herein described property, executed by ROCKY J. BERDAHL AND DIANA K. BERDAHL as Trustor in which DIRECTORS MORTGAGE LOAN CORPORATION, A CALIFORNIA CORPORATION is named as Beneficiary, and as Trustee, be mailed to TAR PREFERRED MORTGAGE CORPORATION, 23722 BIRTCHER DRIVE, LAKE FOREST, CA 92630 describing land therein as:
LOT 6 OF THE M & W SUBDIVISION TO THE TOWN OF RANCHESTER, SHERIDAN COUNTY, WYOMING.
A.P.N. 1821

Dated: October 17, 1996

T.A.R. PREFERRED MORTGAGE CORPORATION
a California Corporation

By: _____
TERESA SMITH
Authorized Signer

STATE OF CALIFORNIA)
COUNTY OF ORANGE)Ss.

Teresa Smith

On 10/17/96 before me, the undersigned Notary Public, personally appeared ~~JAY CHEHAIBER~~ 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.

BETH OWENS
Comm'l. # 1063348
NOTARY PUBLIC - CALIFORNIA
Orange County
My Comm. Expires June 28, 1999

Signature _____
BETH OWENS

RECORDED NOVEMBER 8, 1996 BK 383 PG 35 NO 241638 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

NORA E. MAXTED, a single person, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **LEONARD L. MAXTED and BETTY L. MAXTED, husband and wife, as tenants by the entireties with full right of survivorship**, grantees, whose address is 1918 WALNUT AVE., Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 15 of Block 59, Downer Addition, a Townsite adjacent to the City of Sheridan, County of Wyoming, Sate of Wyoming.

AND

All lands in the E1/2NE1/4 of Section 21, T56N, R84W, 6th P.M. between the center lines extended of Berry and Walnut Streets and North of a line commencing at the Northeast corner of the SE1/4NE1/4 of Section 21, T56N, R84W, 6th P.M. and running westerly at a bearing S89°03'15"W. The exact position of said northeast corner of SE1/4NE1/4 is as recorded in the corner restoration file for T56N, R84W, Sheridan County Courthouse, Sheridan County, Wyoming.
The above described tract encompasses those lands lying north of the northerly boundary of the North Heights plat and south of the southerly boundary of Downer's Addition plat between the extended center lines of Walnut and Berry Streets.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging, and all water rights, ditch rights and appurtenances thereunto belonging.

WITNESS my hand this 1st day of November 1996.

Nora E. Maxted
NORA E. MAXTED

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by NORA E. MAXTED, this 1st day of NOVEMBER, 1996.

WITNESS my hand and official seal.

Penelope L. States
NOTARY PUBLIC

My Commission Expires: 4/29/00

PENELOPE L. STATES-Notary Public
County of Sheridan State of Wyoming
My Commission Expires

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RECORDED NOVEMBER 8, 1996 BK 383 PG 36 NO 241641 RONALD L. DAILEY, COUNTY CLERK

Form R298

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of November , 19 96 ,

by first party, Madeline George

whose post office address is 331 Wyoming Ave.
Sheridan, WY 82801

to second party, Earnest O. and Georgia B. Roberts

whose post office address is 327 WYOMING AVE.
SHERIDAN, WY. 82801

WITNESSETH, That the said first party, for good consideration and for the sum of ONE DOLLAR & 00/100S Dollars ($ 1.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Sheridan , State of Wyoming to wit:

Beginning at the northwest corner of lot 29, Block 3, of Coffeens Second Addition; thence N47°27'54"E for a distance of 140.00 feet; thence N42°32'20"W for a distance of 6.99 feet; thence N0°36'16"W for a distance of 1.36 feet; thence S47°27'54"W for a distance of 140.91 feet; thence S42°32'20"E for a distance of 8.00 feet to the point of beginning. Said tract of land contains 1,120 square feet.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness

Witness

Madeline George
First Party

Second Party

CATHY L. DANIELLO-Notary Public
County of Sheridan State of Wyoming
My Commission Expires January 28, 1997.

State of Wyoming }
County of Sheridan

On November 8th, 1996 before me, A Notary Public ,
appeared Madeline George **********
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 Cathy L. Daniello

Affiant ____Known ✓ Produced ID
Type of ID WY DL 106355-332

(Seal)

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(Revised 12/94)
Run-AKHQ

RECORDED NOVEMBER 8, 1996 BK 383 PG 37 NO 241648 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ROBERT L. PETTIT, Trustee of the Robert L. Pettit Trust Agreement of February 16, 1993, of Sheridan County, Wyoming, Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS TO **MICHAEL SHAYNE ELLENWOOD and TAMMY J. ELLENWOOD**, husband and wife, Grantees, whose address is 2146 Highway 14 East, Banner, Wyoming 82832, the following described real estate, situate in the County of Sheridan, and State of Wyoming, to-wit:

Township 53 North, Range 81 West of the 6th P.M.

Section 7: E½SW¼SE¼, containing 19.775 acres, more or less.
Section 18: N½NE¼, W½SW¼NE¼, containing 100.17 acres, more or less.

TOTAL AREA IS 119.95 ACRES, MORE OR LESS.

Basis of Bearings is Wyoming State Plane (East Central Zone).

TOGETHER with all improvements situate thereon, and all appurtenances and hereditaments appertaining thereto.

TOGETHER with all water and water rights, ditch and reservoir rights adjudicated thereto.

SUBJECT to all exceptions, reservations, rights-of-way, easements, covenants, restrictions and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State.

DATED this 5th day of November, 1996.

ROBERT L. PETTIT TRUST AGREEMENT OF FEBRUARY 16, 1993, GRANTOR

By: Robert L. Pettit Trustee
Robert L. Pettit, Trustee

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 5th day of November, 1996, by Robert L. Pettit, Trustee of the Robert L. Pettit Trust Agreement of February 16, 1993, Grantor.

WITNESS my hand and official seal.

HAYDEN F. HEAPHY JR. - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires April 27, 1999

Notary Public

My Commission expires: _____.

PUBLISHED BY MILLS, the COMPANY, SINCE 1901.
TO REORDER, PLEASE PHONE TUCKERS, INC.
672-7474 (9/88)

QUITCLAIM DEED—FORM NO. 8

RECORDED NOVEMBER 8, 1996 BK 383 PG 39 NO 241653 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That CONNIE J. ZIELINSKI, a single person

of the County of Sheridan State of Wyoming in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration DOLLARS to her in hand paid by RONALD R. CAUSER, a single person

whose address is 8 Beartooth Drive, Sheridan, Wyoming 82801 the receipt whereof is hereby confessed and acknowledged, ha s remised, released, and forever quitclaimed and by these presents do es for her heirs, executors and administrators, remis, release and forever quitclaim unto the said Ronald R. Causer, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

LOT 9, BLOCK G, POWDER HORN RANCH, PLANNED UNIT DEVELOPMENT PHASE ONE.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Ronald R. Causer, his heirs and assigns, to his and their own proper use and behoof forever. So that neither Connie J. Zielinski nor any other person in her name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this first day of November A. D., 19 96.

Signed, sealed and delivered in the presence of: Connie J. Zielinski (SEAL)

(SEAL)

(SEAL)

(SEAL)

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ACKNOWLEDGMENT

State of Wyoming }
County of Sheridan } ss.

The foregoing instrument was acknowledged before me by Connie J. Zielinski,
_____, _____,

this 1st day of November, 19 96.

Witness my hand and official seal.

E. Marie Wright
Signature
Notary Public
Title of Officer

My Commission Expires: 6-12-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING, }
County of _____ } ss.

This instrument was filed for record at _____ o'clock ___ M., and the _____ day of _____, A. D., 19___, and duly recorded in Book ___ on Page ___

County Clerk and Ex-Officio Register of Deeds.

By _____
Deputy Clerk.

No. _____ Fees, $ _____

RECORDED NOVEMBER 8, 1996 BK 383 PG 41 NO 241656 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **DEROLD EUGENE CARPENTER, a married man,** Grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantors, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives does remise, release, convey and forever quitclaim unto **KAREN BROWN CARPENTER, a married woman,** Grantee, whose address is 18 Cemetery Road, Big Horn, WY 82833, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantors have or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Tract 27, Big Horn Ranch Subdivision.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 101.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 8 day of November, 1996.

Derold Eugene Carpenter

Derold Eugene Carpenter

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Derold Eugene Carpenter, this 8TH day of November, 1996.

Witness my hand and official seal.

Natalie Peabody
Notary Public

My Commission Expires: 8/8/98.

RECORDED NOVEMBER 8, 1996 BK 383 PG 43 NO 241657 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **Christopher W. Wyatt, a single person,** Grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantors, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives does remise, release, convey and forever quitclaim unto **Valerie K. Wyatt, a single person,** Grantee, whose address is 300 North Jefferson, Sheridan, Wyoming 82801, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantors have or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Lot 4, Block 1, Park Subdivision of Lots 7, 8, 9, 10, and 11, Block 2, Alger Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 6 day of November, 1996.

Christopher W. Wyatt

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Christopher W. Wyatt, this 6th day of November, 1996.

Witness my hand and official seal.

CAROLYN A. BYRD - NOTARY PUBLIC
County of Sheridan State of Wyoming

Carolyn A. Byrd
Notary Public

My Commission Expires: July 25, 1999.

RECORDED NOVEMBER 8, 1996 BK 383 PG 44 NO 241659 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ANTHONY G. BELMONT, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **TERENCE L. HECKMASTER and THERESA M. HECKMASTER, husband and wife, as tenants by the entirety,** whose address is 1654 South Thurmond, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 6, Block 16, Sheridan Gardens Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 8th day of November, 1996.

Anthony G. Belmont

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Anthony G. Belmont this 8th day of November, 1996.

Witness my hand and official seal.

CAROLYN A. BYRD - NOTARY PUBLIC
County of Sheridan
State of Wyoming

Carolyn A. Byrd
Notary Public

My Commission Expires July 25, 1999

RECORDED NOVEMBER 8, 1996 BK 383 PG 45 NO 241664 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

FLOYD JAMES FLEMING, a single person, 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 TRACIE D. PYLE and KIRT H. PYLE, wife and husband as tenants by the entireties, Grantees, whose address is P.O.Bx. 3016, Sheridan, WY 82801 the following described real estate, situate in Sheridan County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 8 of Block 2, High View Estates, Second Filing, located in a tract of land in the N1/2S1/2 Section 14, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming.

TOGETHER with all improvements and appurtenances situate thereon, or thereunto appertaining or belonging.

SUBJECT TO all easements, restrictive covenants, reservations and restrictions of record.

WITNESS my hand this 24th day of October, 1996.

Floyd James Fleming aka Floyd James Fleming

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Floyd James Fleming, this 24th day of October, 1996.

WITNESS my hand and official seal.

Marjorie L. Carter
Notary Public

My Commission expires: 9-7-98

MARJORIE L. CARTER- NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 9-7-98

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RECORDED NOVEMBER 8, 1996 BK 383 PG 46 NO 241668 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

VIRGINIA LOUISE SMART, a single person, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **JAMES J. SCHUMA and SANDRA R. SCHUMA, husband and wife, as tenants by the entireties with full right of survivorship,** grantees, whose address is 651 Emerson, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 13 and 14, in Block 19 of Coffeen Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS my hand this 8th day of November, 1996.

Virginia Louise Smart
VIRGINIA LOUISE SMART

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by VIRGINIA LOUISE SMART, this 8th day of November, 1996.

WITNESS my hand and official seal.

Lori A. Miller
NOTARY PUBLIC

My Commission Expires: 7/1/98

RECORDED NOVEMBER 8, 1996 BK 383 PG 47 NO 241672 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

EVA LEGERSKI, a married person dealing in her sole and separate property, and CHRISTINE MILLS, a married person dealing in her sole and separate property, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **LUCILLE M. LAVELLE, a single person**, grantee, whose address is 1447 Victoria, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 12, Block 10, Highland Park Second Addition to the City of Sheridan, Sheridan County, Wyoming.

Said Lot situated in the SE1/4, NE 1/4 of Section 28, Township 56 North, Range 84 West, 6th P.M.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 8th day of November, 1996.

Eva Legerski
EVA LEGERSKI

Christine Mills
CHRISTINE MILLS

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by EVA LEGERSKI and CHRISTINE MILLS, this 8th day of November, 1996.

WITNESS my hand and official seal.

Lori A. Miller
NOTARY PUBLIC

My Commission Expires: July 1, 1998

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RECORDED NOVEMBER 12, 1996 BK 383 PG 48 NO 241680 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

CALVIN W. NAGEL and JANICE A. NAGEL, husband and wife owning an estate by the entirety, **GRANTORS**, whose address is 11 Ponderosa Drive, Story, Wyoming 82842, **FOR AND IN CONSIDERATION** of family love and affection and for other good consideration, which is acknowledged, hereby do **CONVEY, QUITCLAIM, GIVE, AND GRANT** unto **CALVIN W. NAGEL and JANICE A. NAGEL, TRUSTEES** of the **CALVIN W. NAGEL & JANICE A. NAGEL TRUST**, dated **November 8, 1996, GRANTEES**, and unto any Successor Trustee of said Trust, in continuing Trust nevertheless, for the benefit of Calvin W. Nagel and Janice A. Nagel, and other beneficiaries therein designated or described, **the address of which said Trust is 11 Ponderosa Drive, Story, Wyoming, 82842**, all of said GRANTORS' right, title, and interest, including therein any after-acquired title, in the following described real property, situate in the County of Sheridan, State of Wyoming, to wit:

Lot 130 and that part of Lot 131 lying South of a line drawn from point 257 on tract 125 to point 290 on the southwest corner of Tract 131, said part also described as follows:

Beginning at Angle Point #285 common to Tracts #130 and #131; thence S 85°25′ W a distance of 190.3 feet to Angle Point #290, which is common to Tracts #130 and #131; thence N 63°33′ E a distance of 193.0 feet; thence S 13°25′35″ E a distance of 72.74 feet to point of beginning;

Ponderosa Subdivision, Story Community, Sheridan County, Wyoming;

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging;

Otherwise known and numbered as:

11 Ponderosa Drive
Story WY 82842.

HEREBY RELEASING and WAIVING HOMESTEAD RIGHTS that otherwise might arise under or by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 8th day of November, 1996.

Calvin W. Nagel

CALVIN W. NAGEL

Janice A. Nagel

JANICE A. NAGEL

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ACKNOWLEDGMENT

STATE OF WYOMING)
) **ss.**
County Of Sheridan)

The foregoing **QUITCLAIM DEED** was acknowledged before me this 8th day of November, 1996, by **CALVIN W. NAGEL** and **JANICE A. NAGEL**, as **GRANTORS** therein, the same being personally known to me.

AS WITNESSETH my hand and official seal.

Robert James Wyatt
Notary Public

My commission expires: 19 MAR 99

RECORDED NOVEMBER 12, 1996 BK 383 PG 51 NO 241750 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 — 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24th day of October, 19 96, by and between George F. Harper and Mary L. Harper, Trustees of the Mary L. Harper Revocable Trust dated August 27, 1993, whose post office address is Box 33, Banner, WY 82832, hereinafter called Lessor (whether one or more) and Hanson & Strahn Energy Land Services, Inc., whose post office address is PO Box 3020, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof,

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 257.59 acres, more or less. Five (5) years

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

George F. Harper, Trustee

Tax ID# 520-34-1045

Mary L. Harper, Trustee

Printed by P&M Printing (303) 423-4691

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STATE OF WYOMING }
COUNTY OF Sheridan } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT--INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of October, 1996, personally appeared George F. Harper & Mary L. Harper, Trustees of the Mary L. Harper Revocable Trust dated August 27, 1993 and _____, to me known to be the identical person s _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 6-28-99

Judy C. Jones
Notary Public
Sheridan County, WY
My Commission Expires
June 28, 1999

Judy C. Jones
Notary Public.

Address: Sheridan, Wy 82801

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT--INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____ FROM _____ TO _____ Dated _____, 19____ No. Acres _____ County _____ Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated October 24, 1996, by and between George F. Harper and Mary L. Harper, as Trustees of the Mary L. Harper Revocable Trust, dated August 27, 1993, as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering the following described lands located in Sheridan County, Wyoming:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 32: S/2SE/4, except a 6.03 acre tract of land described as follows: Beginning at a point 278 feet West of the NE corner of said SE/4SE/4, thence West 465 feet, thence South 565 feet, thence East 465 feet, and thence North 565 feet to the point of beginning.
Section 33: SW/4SW/4

TOWNSHIP 53 NORTH, RANGE 83 WEST, 6th P. M.
All that part of Lot 1 (37.72), Lot 2 (37.94), S/2NE/4 of Section 5 and Lot 4 (37.62), aka NW/4NW/4, SW/4NW/4, and NW/4SW/4 of Section 4 described in book 361, page 69, of the Sheridan County Clerk's office, as more particularly described as follows:

Beginning at the SE corner of the NW/4SW/4 of said section 4, thence North to the NE corner of NW/4NW/4 of said section 5, thence West to the NW corner of said lot 2 of said section 5, thence South along the West line of said Lot 2 and the SW/4NE/4 of said Section 5 to a point 64.02 feet South of the NW corner of said SW/4NE/4, thence Easterly 3342.24 feet to a point in the SW/4NW/4 of said Section 4, which point is 40.92 feet West of the center of the State Highway, thence South 7 degrees 08 minutes East 2189.88 feet to a point, thence South 12 degrees 47 minutes West 448.80 feet to a point on the South line of the NW/4SW/4 of said Section 4, thence East 413.82 feet to the point of beginning; except the following two tracts of land located in the NW/4NW/4 of said section 4:

1. Beginning at the NW Corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet to the point of beginning, thence South 37 degrees East 131 feet, thence North 34 degrees 25 minutes East 133 feet, thence North 49 degrees 45 minutes West 125 feet, and thence South 35 degrees 20 minutes West 105 feet to the point of beginning, containing 34/100 acres, more or less.

2. Beginning at the NW corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet, thence South 37 degrees east 213 feet to the point of beginning, thence South 37 degrees East 536 feet, thence North 00 degrees 20 minutes East 893 feet, thence South 34 degrees 25 minutes West 563 feet to the point of beginning, containing 3.32 acres, more or less.

Containing 257.59 acres, more or less.

Signed for purposes of identification:

George F. Harper, Trustee

Mary L. Harper, Trustee

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RECORDED NOVEMBER 12, 1996 BK 383 PG 54 NO 241751 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 -- 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24th day of October, 19 96, by and between

Tom C. Harper, aka Thomas Harper, and Holly D. Harper, husband and wife,

Whose post office address is 11398 S. Hilary Pl., Parker, CO 80134, hereinafter called Lessor (whether one or more) and

Hanson & Strahn Energy Land Services, Inc., whose post office address is PO Box 3020, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more---------- DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof,

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and and containing 126.00 acres, more or less. (Five (5)

1. It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessee. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Tom C. Harper, aka Thomas Harper	Holly Harper
SS# ~~526-96-0722~~ 520-52-3124	SS# 526-96-0722

Printed by P&M Printing (303) 423-4691

STATE OF COLORADO
COUNTY OF DOUGLAS } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of October, 19 96, personally appeared Tom C. Harper, aka Thomas Harper, and Holly D. Harper, his wife,

and _____, to me known to be the identical persons _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires My Commission Expires 8/19/2000

Karen Sanger
Notary Public.

Address: 2162 Limberpine Trail
Parker, Colo 80134

KAREN SANGER NOTARY PUBLIC STATE OF COLORADO

STATE OF _____
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires _____

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No. _____ FROM _____ TO _____ Dated _____, 19____ No. Acres _____ County, _____ Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated October 24th, 1996, by and between Tom C. Harper, aka Thomas Harper, and Holly D. Harper, husband and wife, as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering the following described lands located in Sheridan County, Wyoming:

TOWNSHIP 53 NORTH, RANGE 83 WEST, 6th P. M.
All those portions of the S/2NE/4 of Section 5 and the NW/4SW/4 and SW/4NW/4 of Section 4, as described in book 160, page 120, and in book 359, page 653, of the Sheridan County County Clerk's office, being more particularly described as follows:

Beginning at the SW corner of the SW/4NE/4 of said section 5; thence North along the center line of said Section 5, 19.03 chains to a point in said line .97 of a chain S. of the NW corner of the SW/4NE/4 of said section 5; Thence E. parallel with the N. line of the S/2NE/4 of section 5 and of the SW/4NW/4 of section 4 to a point in said SW/4NW/4 of section 4, which last named point is .62 of a chain W of the center line of the present State Highway No. 87E; Thence S. 7 degrees 08 minutes E. 33.18 chains parallel to the center line of said highway to a point; thence S. 12 degrees 47 minutes W 6.80 chains parallel to the center line of said highway to a point on the S. line of the NW/4SW/4 of said section 4; thence W along the S. line of the NW/4 SW/4 of Section 4, 13.73 chains to the SW corner of said NW/4SW/4 of Section 4; Thence N. along the section line between sections 4 and 5, 20 chains to the NW corner of the NW/4SW/4 of section 4; Thence W 40 chains to the SW corner of the SW/4NE/4 which point is in the center of said section 5 and is the point of beginning;

Containing 126.00 acres, more or less.

Signed for purposes of identification:

Tom C. Harper, aka Thomas Harper

Holly D. Harper

RECORDED NOVEMBER 12, 1996 BK 383 PG 57 NO 241752 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 — 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of October, 19 96, by and between William Ketcham, a single man

Whose post office address is HC 66, Box 383, Kooksia, ID 83539, hereinafter called Lessor (whether one or more) and Hanson & Strahn Energy Land Services, Inc. whose post office address is PO Box 3020, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming, described as follows, to-wit:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 21: $N\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and and containing 240.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so; and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

William D Ketcham

William Ketcham

SS# 524-44-9519

Printed by P&M Printing (303) 423-4691

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STATE OF IDAHO }
COUNTY OF Idaho } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of Nov, 19 96, personally appeared William Ketcham, a single man

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly 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 affixed my notarial seal the day and year last above written.

My Commission Expires 11-14-00

Carol Agnew
Notary Public.

Address: Box 36, Keoska, ID

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires: _____

Type of Instrument

TO

OIL & GAS LEASE
STATE OF WYOMING, } ss.
County of Sheridan
This instrument was filed for record at 12:05P M. 11-12 19 96 and RECORDED in Book 383 Page 57-58

_____ County Clerk and Recorder.

By _____ Deputy.

Filed by Hanson & Strahn Fee $ 8.00 cm ck
P O Box 3020
Cheyenne WY 82003-3020

No. 211752

Form No. P&M 1 (Rev.)

RECORDED NOVEMBER 12, 1996 BK 383 PG 59 NO 241753 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 — 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24th day of October, 19 96, by and between George F. Harper & Mary L. Harper, Trustees of the George F. Harper Revocable Trust dated August 27, 1993 whose post office address is Box 33, Banner, WY 82832, hereinafter called Lessor (whether one or more) and Hanson & Strahn Energy Land Services, Inc. whose post office address is PO Box 3020, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more---------- DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof,

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 257.59 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

George F. Harper, Trustee

Tax ID# 520 28 5276

Mary L. Harper, Trustee

Printed by P&M Printing (303) 423-4691

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STATE OF Wyoming }
COUNTY OF Sheridan } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of October, 1996, personally appeared George F. Harper & Mary L. Harper, Trustees of the George F. Harper Revocable Trust dated August 27, 1993 and _____, to me known to be the identical person s _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 28, 1999

Judy C. Jones
Notary Public.

Address: Sheridan, Wy 82801

Judy C. Jones
Notary Public
Sheridan County, WY
My Commission Expires
June 28, 1999

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____ FROM _____ TO _____ Dated _____, 19____ No. Acres _____ County _____ Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Volume _____ Page _____ of the records of this office.

County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated October 24, 1996, by and between George F. Harper and Mary L. Harper, as Trustees of the George F. Harper Revocable Trust, dated August 27, 1993, as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering the following described lands located in Sheridan County, Wyoming:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 32: S/2SE/4, except a 6.03 acre tract of land described as follows: Beginning at a point 278 feet West of the NE corner of said SE/4SE/4, thence West 465 feet, thence South 565 feet, thence East 465 feet, and thence North 565 feet to the point of beginning.
Section 33: SW/4SW/4

TOWNSHIP 53 NORTH, RANGE 83 WEST, 6th P. M.
All that part of Lot 1 (37.72), Lot 2 (37.94), S/2NE/4 of Section 5 and Lot 4 (37.62), aka NW/4NW/4, SW/4NW/4, and NW/4SW/4 of Section 4 described in book 361, page 69, of the Sheridan County Clerk's office, as more particularly described as follows:

Beginning at the SE corner of the NW/4SW/4 of said section 4, thence North to the NE corner of NW/4NW/4 of said section 5, thence West to the NW corner of said lot 2 of said section 5, thence South along the West line of said Lot 2 and the SW/4NE/4 of said Section 5 to a point 64.02 feet South of the NW corner of said SW/4NE/4, thence Easterly 3342.24 feet to a point in the SW/4NW/4 of said Section 4, which point is 40.92 feet West of the center of the State Highway, thence South 7 degrees 08 minutes East 2189.88 feet to a point, thence South 12 degrees 47 minutes West 448.80 feet to a point on the South line of the NW/4SW/4 of said Section 4, thence East 413.82 feet to the point of beginning; except the following two tracts of land located in the NW/4NW/4 of said section 4:

1. Beginning at the NW Corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet to the point of beginning, thence South 37 degrees East 131 feet, thence North 34 degrees 25 minutes East 133 feet, thence North 49 degrees 45 minutes West 125 feet, and thence South 35 degrees 20 minutes West 105 feet to the point of beginning, containing 34/100 acres, more or less.

2. Beginning at the NW corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet, thence South 37 degrees east 213 feet to the point of beginning, thence South 37 degrees East 536 feet, thence North 00 degrees 20 minutes East 893 feet, thence South 34 degrees 25 minutes West 563 feet to the point of beginning, containing 3.32 acres, more or less.

Containing 257.59 acres, more or less.

Signed for purposes of identification:

George F. Harper, Trustee

Mary L. Harper, Trustee

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RECORDED NOVEMBER 12, 1996 BK 383 PG 62 NO 241774 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

MARTHA L. HARMON, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **ROLF T. DISTAD, a married man as his sole and separate property,** whose address is 21 Foothill Drive, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Exhibit "A"

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

Including an undivided interest in that access road described in that Warranty Deed recorded February 2, 1982 in Book 263 of Deeds, Page 408.

WITNESS my hand this 12 day of November, 1996.

Martha L. Harmon

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Martha L. Harmon this 12 day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: My Commission Expires March 19, 1999

EXHIBIT "A"

A tract of land situated in the SE¼ of Section 10, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the south quarter corner of said Section 10, thence N66°56'50"E, 1354.06 feet to southeast corner of the Crystal Creek Subdivision to Sheridan County; thence N88°29'46"E, 246.90 feet along the south line of a tract of land described in Book 263 of Deeds, Page 408, to the southeast corner of said tract described in Book 263 of Deeds, Page 408; thence N01°16'58"W, 354.65 feet along the east line of said tract described in Book 263 of Deeds, Page 408, to the POINT OF BEGINNING of the herein described tract; thence N01°16'58"W, 317.26 feet along said east line described in Book 263 of Deeds, Page 408, to a point, said point being the northeast corner of said tract; thence N26°17'18"W, 575.65 feet along the northeasterly line of said tract described in Book 260 of Deeds, Page 408 to a point, said point lying on the west line of the Home Ranch Subdivision to Sheridan County; thence S00°32'46"E, 308.75 feet along said east line of the Home Ranch Subdivision to a point, said point being the southeast corner of said Home Ranch Subdivision; thence S01°21'26"E, 344.02 feet along the east line of a tract of land described in Book 274 of Deeds, Page 22 to a point, said point being the northwest corner of said Crystal Creek Subdivision; thence S01°16'18"E, 107.16 feet along the east line of said Crystal Creek Subdivision to a point; thence N88°29'46"E, 246.09 feet to the POINT OF BEGINNING of said tract.

Said tract contains 3.29 acres of land more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone).

RE: 20' Access and Utility Easement

An access and utility easement being twenty (20) feet wide, ten (10) feet each side of the following described centerline situated in the S½SE¼ of Section 10, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the south quarter corner of said Section 10, thence N66°56'50"E, 1354.06 feet to southeast corner of the Crystal Creek Subdivision to Sheridan County; thence N88°29'46"E, 189.34 feet along the south line of a tract of land described in Book 263 of Deeds, Page 408, to the POINT OF BEGINNING of the herein described centerline, said point being S88°29'46"W, 57.56 feet from the southeast corner of said tract of described in Book 263 of Deeds, Page 408; thence N36°00'33"E, 71.06 feet along said centerline to a point; thence N11°01'33"W, 112.93 feet along said centerline to a point; thence N10°04'19"E, 118.42 feet along said centerline to a point; thence N08°34'37"W, 71.44 feet along said centerline to the POINT OF TERMINUS of said centerline, said point being S88°29'46"W, 19.38 feet from the southeast corner of tract 2.

QUITCLAIM DEED—FORM NO. 8

64

PUBLISHED BY MILLS, the COMPANY, SINCE 1901.
TO REORDER, PLEASE PHONE TUCKERS, INC.
672-7474 (9/86)

RECORDED NOVEMBER 12, 1996 BK 383 PG 64 NO 241776 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That ~~RONALD R. CAUSER,~~ ~~a single person~~ of the County of Sheridan State of Wyoming in consideration of the sum of ~~Ten Dollars ($10.00) and other good and valuable consideration~~ DOLLARS to ~~him~~ in hand paid by Ronald R. Causer, a single person, and Connie J. Zielinski, a single person, as joint tenants with right of survivorship whose address is ~~8 Beartooth Drive, Sheridan, Wyoming 82801~~ the receipt whereof is hereby confessed and acknowledged, ha s remised, released, and forever quitclaimed and by these presents do es for ~~his~~ heirs, executors and administrators, remis, release and forever quitclaim unto the said ~~Ronald R. Causer, a single person, and Connie J. Zielinski, a single person, as joint tenants with right of survivorship, their~~ heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as ~~they~~ have or ought to have, in or to all the following described premises, to-wit:

LOT 9, BLOCK G, POWDER HORN RANCH, PLANNED UNIT DEVELOPMENT PHASE ONE.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Ronald R. Causer heirs and assigns, to his and their own proper use and behoof forever. So that neither nor any other person in name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, ha hereunto set hand and seal this 4 day of Nov A. D., 1996.

Signed, sealed and delivered in the presence of: Ronald R. Causer (SEAL)

(SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT

State of Wyoming
County of Sheridan } ss.

The foregoing instrument was acknowledged before me by Ronald R. Causer

this 4th day of November, 1996.

Witness my hand and official seal.

E. Marie Wright
Signature
Notary Public
Title of Officer

My Commission Expires: 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

65

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of Sheridan } ss.

This instrument was filed for record at 2:08 o'clock P M., and the day of 11/12/96 A. D., 19___, and duly recorded in Book 383 on Page 64 64-65

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk.

No. 241776 Fees, $ 8.00 ck & chg
ck3369
Ck & Chg & Ret - Main St. Escrow
Box 6469
Sheridan WY

66

RECORDED NOVEMBER 12, 1996 BK 383 PG 66 NO 241785 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

Emerencia Hoover, in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, conveys and quitclaims to **Mark Duane Hoover**, title and interest in the following described real estate situate in Sheridan County, Wyoming:

The East 75 Feet Of Lot 6; And All That Part Of Lot 5 Lying East Of A Line 99.4 Feet East of and Parallel To The West Boundary Line Of Said Lot 5, Except The North 23.2 Feet thereof, in Block 1, Of The Amended Plat of Kiewit Addition To The City of Sheridan, Sheridan County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

DATED this 2 day of November, 1996.

Emerencia Hoover
Emerencia Hoover

STATE OF California)
) ss.
County of Stanislaus)

The foregoing instrument was acknowledged before me by Emerencia Hoover this 2nd day of November, 1996.

Witness my hand and official seal.

Victoria B. Shea
Notary Public

VICTORIA B. SHEA
COMM. #1051497
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
STANISLAUS COUNTY
My Commission Exp. March 31, 1999

My Commission Expires:

31 March 99

RECORDED NOVEMBER 12, 1996 BK 383 PG 67 NO 241786 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

MARK W. ENNIS, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **ETHEL A. SHEETS, a single person,** whose address is 1324 Parker Avenue, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 5, Block 15 of the Dana Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 11th day of November, 1996.

Mark W. Ennis

Mark W. Ennis

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Mark W. Ennis this 11th day of November, 1996.

Witness my hand and official seal.

E. Marie Wright

Notary Public

My Commission Expires 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED NOVEMBER 12, 1996 BK 383 PG 68 NO 241789 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) §
COUNTY OF SHERIDAN)

John W. Keifling, a/k/a John W. Kiefling, being first duly sworn according to law, deposes and states:

That he is the surviving son of Louise Scott Kiefling, a/k/a Louise Kiefling, who died on July 11, 1996, at Sheridan, Sheridan County, Wyoming, as shown by the certified copy of the Certificate of Death attached hereto as Exhibit A.

That the real property situate in Sheridan County, State of Wyoming, described as follows, to-wit:

> Lot 5, Block 7, Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

was vested in Louise Kiefling and George Kiefling, husband and wife, and the Affiant, John W. Keifling as joint tenants, an estate by the entireties, with full right of survivorship, by a Warranty Deed recorded September 27, 1985, in Book 296, Page 261 in the records of the Sheridan County Clerk's Office, Wyoming.

That the death of Louise Kiefling terminated her previous estate in the said real property under said vesting instruments, thereby vesting said property in the survivor, John W. Keifling, this Affiant, George Kiefling having passed away as shown on the Affidavit of Survivorship recorded April 29, 1996 in Book 379, Page 409.

That this Affidavit is made and filed with such Certificate of Death, attached hereto in compliance with Wyoming Statutes §2-9-102, 1977, for the purpose of terminating of record the estate held by the decedent, Louise Kiefling, at the time of her death, to the above-described real property.

DATED this 8 day of November, 1996.

John W. Kiefling

John W. Keifling, a/k/a
John W. Kiefling

On this 8 day of November, 1996, before me personally appeared John W. Keifling, a/k/a John W. Kiefling to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and official seal.

Notary Public

My Commission expires: 2/3/98

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER: 41

STATE FILE NUMBER:

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT-NAME: FIRST: Louise; MIDDLE: Scott; LAST: Kiefling
2. SEX: Female
3. DATE OF DEATH (Mo., Day, Yr.): July 11, 1996
4. SOCIAL SECURITY NUMBER: 520-66-8236
5a. AGE-Last Birthday (Years): 86
5b. UNDER 1 YEAR: Months; Days; Hours; Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): October 2, 1909
7a. PLACE OF DEATH (Check only one): HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA; OTHER: ☐ Nursing Home ☒ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): 330 W. Hansen
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): Widowed
10. SURVIVING SPOUSE (If wife, give maiden name):
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): Homemaker
12b. KIND OF BUSINESS OR INDUSTRY: Own Home
13a. RESIDENCE - STATE: Wyoming
13b. COUNTY: Teton
13c. CITY, TOWN OR LOCATION: Jackson
13d. STREET AND NUMBER: 330 W. Hansen
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+):

PARENTS

17. FATHER'S NAME: First: William; Middle:; Last: Scott
18. MOTHER'S NAME: First: Louisa; Middle:; Maiden Surname: Godderidge

INFORMANT

19a. INFORMANT-NAME (Type or Print): John Kiefling
19b. RELATIONSHIP TO DECEDENT: Son
19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER: P. O. Box 1581; CITY OR TOWN: Jackson; STATE: WY; ZIP CODE: 83001

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify): Cremation
20b. DATE (Mo., Day, Yr.): July 12, 1996
20c. CEMETERY OR CREMATORY-NAME: SE Idaho Cremetory
20d. LOCATION - CITY OR TOWN: Blackfoot; STATE: Idaho
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): Robert C. McPhee; Number: 479
21b. NAME OF FACILITY: Valley Mortuary; Number: 117
21c. ADDRESS OF FACILITY: Jackson 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.): 7/12/96
22c. HOUR OF DEATH: 8:15 AM 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): PO BOX 1884 Jackson,WY 83001 Dr. Bruce Hayse

25a. REGISTRAR (Signature): Doris L. Welsh Deputy
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 07-22-96

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
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: 2 mos

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):

JUL 24 1996

VR 2-89
4/94 15M

04423

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming. 69

DATE ISSUED: JUL 25 1996

EXHIBIT A

Lucinda McCaffrey
Deputy State Registrar

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

SEAL

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

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RECORDED NOVEMBER 12, 1996 BK 383 PG 70 NO 241790 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JOHN W. KEIFLING, a/k/a John W. Kiefling, and **LOYOLA M. KIEFLING**, Grantors, of Teton County, State of Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, **CONVEY AND WARRANT** to **JOHN W. KIEFLING and LOYOLA M. KIEFLING**, husband and wife, as joint tenants with right of survivorship, Grantees, whose address is P. O. Box 1581, Jackson, WY 83001, the following-described real estate, situate in Sheridan County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 5, Block 7, Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS my hand this 8th day of November, 1996.

John W. Kiefling
JOHN W. KEIFLING, a/k/a
John W. Kiefling

Loyola M. Kiefling
LOYOLA M. KIEFLING

STATE OF WYOMING)
) §
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by John W. Keifling, a/k/a John W. Kiefling and Loyola M. Kiefling on this 8 day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission expires: 2/3/98

RECORDED NOVEMBER 12, 1996 BK 383 PG 71 NO 241791 RONALD L. DAILEY, COUNTY CLERK

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE MEADOWS

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 5th day of November, 1996, by Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Phase I (One) and Phase II (Two) of the Master Community Development known as "The Powder Horn," is legally described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions therefore, dated September 26, 1995, was filed for record on September 27, 1995, in Book 375, Page 563 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds; and

WHEREAS, a First Supplementary Declaration of Covenants, Conditions, and Restrictions therefore, dated February 22, 1996, was filed for record on February 26, 1996, in Book 378, Page 321 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds; and

WHEREAS, a Second Supplementary Declaration of Covenants, Conditions, and Restrictions therefore, dated March 12, 1996, was filed for record on March 12, 1996, in Book 378, Page 486 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds. The said document also having been rerecorded on April 10, 1996, in Book 379, Page 135 of the records of the Sheridan County Clerk and Ex-Officio Recorder of Deeds; and

WHEREAS, the foregoing described Declaration of Covenants, Conditions, and Restrictions, together with the First and Second Supplementary Declaration of Covenants, Conditions, and Restrictions, described above, pertain to all phases of the Master Community Development heretofore developed, including all lands described on Exhibit "A" attached hereto; and

WHEREAS, Declarant intends to develop 44 townhouse units to be situated within an area of the Planned Unit Development described on Exhibit "A," the said area to be known as "The Meadows"; and

WHEREAS, Declarant believes that it would be in the best interest of all concerned to further supplement the existing Declaration of Covenants, Conditions, and Restrictions insofar as the same would apply to the area to be known as "The Meadows" so as to more fully and precisely meet the particular needs of The Meadows area of the Development, the said area being legally described on Exhibit "B" attached hereto.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "B" shall be held transferred, sold, conveyed, and occupied subject to this Supplementary Declaration of Covenants, Conditions, and Restrictions, for "The Meadows" which shall apply to the lands described on Exhibit "B" only.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Meadows Homeowners Association, Inc., a Wyoming non-profit corporation, which has the power, duty and responsibility of maintaining and administering the Common Areas, and collecting the assessments and charges hereinafter prescribed, and has the right, but not the obligation of administering and enforcing the Covenants and Restrictions.

(b) "Common Areas" shall mean and refer to any and all areas of land within the Property which are known, described or designated as common green, common areas, recreational easements, greenbelts, open spaces or streets on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed, or installed thereon, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Areas, and any additions to or replacements of such Common Areas. The Common Areas within the Meadows residential community will generally consist of streets and open space. Declarant proposes to hold record title to the Common Areas, consistent with the objectives envisioned herein, and subject to the easement rights herein of the Members to use and enjoy the Common Areas, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant, but prior to July 1, 2015) record title to the Common Areas will be formally transferred from the Declarant to the Association. Declarant reserves the right to effect redesigns or

reconfigurations of the Common Areas, and execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes.

(c) "Declarant" shall mean and refer to Powder Horn Ranch, LLC, and the successors and assigns (if any) of Powder Horn Ranch, LLC, with respect to the voluntary disposition of all (or substantially all) of the assets of Powder Horn Ranch, LLC, and/or the voluntary disposition of all (or substantially all) of the right, title and interest of Powder Horn Ranch, LLC, in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Residential Units from Powder Horn Ranch, LLC, in the ordinary course of business shall be considered as "Declarant."

(d) "Existing Property" shall mean and refer to the initial parcel which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.01 of Article II hereof.

(e) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property as amended from time to time, which is designated as a lot therein, and which will be improved with a Residential Unit "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property.

(f) "Member" means every person who holds a membership in the association pursuant to Article V, entitled "Membership and Voting Rights." An Owner is not necessarily or automatically a Member.

(g) "Owner" shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

(h) "Property" shall mean and refer to the "Existing Property," and any additional lands which are annexed into the project and made subject to these Covenants, Conditions, and Restrictions, or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions of Article II hereof.

(i) "Residential Units" shall mean and refer to each structure built by Declarant upon the "Lot."

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

2.01 Existing Property. The Existing Property is located in the County of Sheridan, State of Wyoming, and is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

2.02. Additions to Existing Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.

(b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

ARTICLE III
PROVISIONS RELATING TO THE COMMON AREAS

3.01 These parts described and shown on the Plat as Outlot A and referred to above as being the Common Areas of the Parcel legally described in Exhibit "A" shall be and are hereby declared to be subject to the covenants, agreements, easements and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

3.02 The Common Areas shall be held and maintained for the use and benefit of the Owners of the Residential Units and their guests and invitees, including, without limitation, the right of

ingress and egress over, upon and across, the driveways and paths in or upon the Common Areas, and not for the use or benefit of the public generally.

3.03 There shall be upon the Common Areas at least such driveways, private vehicular right of way and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Owners of the Residential Units and their guests and invitees, and such other vehicular right of way and pats as the Association shall from time to time determine and as shall be in compliance with such governmental laws, ordinances, and regulations as shall be applicable from time to time.

3.04 There may be upon the Common Areas fences of such design as shall be in conformity with all applicable governmental law, ordinances and regulations, at or near the perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as the Declarant may originally approve and construct and as the Association shall determine. There may also be upon the Common Areas patios, balconies, lighting and lighting fixtures, a guard house, enclosures for garbage containers, such leisure facilities, trees, shrubs, and other landscaping as the Declarant may originally approve and construct and as the Association as Successor shall determine from time to time, and as being in accordance with applicable governmental laws.

3.05 Except as herein provided for, there shall be no structure or enclosures above the ground of the Common Areas except patios, balconies, lighting and lighting fixtures, enclosures for garbage containers, and such leisure facilities as the Declarant may originally approve and construct and as the Association as Successor shall determine from time to time, and in accord with applicable governmental laws. No public, commercial or business use of any kind shall be permitted therein.

3.06 It is expressly and irrevocably stipulated and agreed that notwithstanding any other term or provision hereto, no vehicles shall be parked or left standing unattended or operated upon any of said vehicular right of way in any manner violative of any law or ordinance which would be applicable if said vehicular right of ways were public right of ways, unless and then only so long as express permission by ordinance.

3.07 An easement of ingress and egress and a right and easement of enjoyment is hereby granted to every Residential Owner in and to the Common Areas and such rights and easements shall be appurtenant to and shall pass with the title to every Residential Unit so long as said Owner resides on his Residential

Unit, provided that such rights and easements shall, in accordance with the terms of this Declaration belong to the Owner's tenants or contract purchaser. The Owner, from time to time, of the Common Areas hereby grants, in addition to those shown on said Plat or otherwise in force, such conveyances of such easements and rights of, over, upon and under the Common Areas or any part thereof for the construction and maintenance of facilities for the supply of water, electricity and gas, the furnishing of telephone service, the removal of sewage and waste, storm water drainage, detention and conveyance, and other utilities, as shall be necessary or appropriate in order to provide said service to all the Residential Units and the Owners from time to time thereof. Further, Declarant and the Association hereby grant the Residential Owners and all persons claiming by, through and under them such easements and rights over, upon and under the Common Areas as shall be necessary or appropriate in order to more fully establish and maintain the rights of ingress and egress described in Section 3.02 and 3.03 hereof.

3.09 The Common Areas and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article VI hereof.

ARTICLE IV
PROVISIONS RELATING TO THE RESIDENTIAL UNITS

4.01 All the Property shown on the Plat as the Residential Units is hereby declared to be subject to the covenants, agreements, easements, and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified, or revoked in accordance with the provisions of this Declaration.

4.02. From and after the completion of the construction of each respective Residential Unit and the delivery thereof to the initial Residential Owner thereof, there shall be no alterations, changes, additions, or deletions to or from said Residential Unit of any nature which will, or may be, visible from the exterior of the Residential Unit or which will, or may, adversely affect any other Residential Unit, whether by impairment of strength of any party wall, increase of sound transmission between units or otherwise.

4.03 There shall be no change in any exterior color of any Residential Unit, from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction or approval of the Association.

4.04. No trade or business shall be carried on within any

Residential Unit and no signs shall be placed upon or about any Residential Unit other than the name and address of Residential Unit Owners, in such styles and materials as the Association shall approve. The aforesaid sign prohibition shall extend to and include "for sale" and rental signs.

4.05 No domestic or other animals of any kind shall be kept or maintained within any Residential Unit, except for such birds, dogs, cats, ornamental fish, and other household pets as may be permitted by regulations adopted by the Association from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the keeping or maintenance of any or all of such pets. No dog run or exterior animal cage of any kind shall be allowed without the written consent of the Association. If the Association allows any such pets, each Residential Owner shall be required to clean up any feces or defecation produced by such pets and shall be strictly liable for all damage or injury caused by such pets. And all pets shall be required to be kept inside the Residential Owner's dwelling from 10:00 o'clock p.m. until 6:00 o'clock a.m. unless they are walking such pets on a leash. At all times, owners shall prevent dogs from creating barking nuisance or other nuisance and must not allow any animal out of the dwelling unless the owner is in the animals presence outside the dwelling.

4.06 Laundry, bedding, and the like shall not be hung out to dry in any position in which it is visible from the exterior of any Residential Unit. No bicycles, carriages or other articles shall be upon the Common Areas or outside the Residential Units of the Owner thereof except when in use and except for automobiles parked in areas designated therefor. Overnight parking of trucks, RV's, or boats, whether trailered or otherwise, will not be permitted unless such vehicles are kept in garages and out of public view.

4.07 Exterior television antennas and other electronic equipment shall be permitted only to the extent permitted by regulations adopted by the Association from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the installation or continuation thereof, without regard to whether or not the Association shall have provided for master television antennas or other equipment for the use of the Owners of the Residential Units in lieu of such prohibited equipment. Any and all facilities of any kind presently existing or hereinafter installed upon any Unit designed for the common use of any two or more units, shall be perpetually used in common by such Residential Owners or occupants.

4.08 Each Residential Unit is hereby declared to be subject to an easement and right to and in favor of the Association and all of its employees, agents, and instrumentalities to go upon

such Residential Unit for reasonable inspection thereof from time to time for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Unit or for the benefit of any other Residential Unit or Units as are herein imposed upon or permitted to the Association, expressly including, without limitation, the maintenance, repair and replacement of any and all of the facilities for the supply of utilities and other facilities, apparatus, and equipment serving said Residential Unit and/or other Residential Units or the Common Areas. The Association shall have an easement of ingress and egress over and upon any or all Units including, but not limited to, the roof, yard, balcony, and patio areas thereof for the purpose of construction, installation, repair, maintenance, replacement, and inspection, of all facilities including, but not limited to, television antennas, transformers and water or utility meters for the benefit of the Declarant, Residential Owner or the Association.

4.09 The Residential Units and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article Eleven hereof, it being expressly agreed that, without limitation, the Association shall have powers to prescribe by such rule or regulation standards of upkeep and maintenance of the respective Residential Units.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

5.01 Membership. There shall be one Class A Membership in the Association appurtenant to each Lot. The Owner of the Lot shall designate in writing to the Association an individual who shall be the Member with respect to that Lot. The Member designated by the Owner of the Lot must be an individual who is an Owner, or if the Owner is or includes a Person other than an individual, the Member may be an individual who is a partner if the Owner is or includes a partnership, or an officer of the corporation if the Owner is or includes a corporation, or a beneficiary of the trust if the Owner is or includes a trust, or an owner of the entity if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. In the absence of such written designation, Assessments shall nevertheless be charged against the Lot and Owner thereof, but there shall be no right to vote the membership or to use the Common Areas.

5.02 Once a Class A Member has been designated by an Owner of a Lot, a new Member may only be designated for that Lot by the Owner upon the death of the previously designated Member, or at any time following the first anniversary (or such longer period,

not to exceed three years as the Board may establish; or such shorter period, in a particular case as the Board, in its sole discretion, may permit) of the date the Member who is being succeeded was designated.

5.03 The Class A Member as so designated shall be the only person entitled to vote on behalf of the Owner of the Lot at Association meetings and elections. The Member designated by the Owner, and the Member's spouse and children, natural and adopted, under the age of 25 (and such other children and relatives of the Member as the Board may, from time to time, specify) shall with respect to the Owner's Lot, be the only persons entitled to use the Common Areas and other than as guests, in accordance with the Association Rules, and no other individual or person, even though an Owner of the Lot, shall be entitled to use the Common Areas other than as guests.

5.04 Voting Rights. The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

CLASS B: The Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each lot which it owns.

Notwithstanding the aforementioned voting rights within the Association and consistent with the provisions of Section 11.02 hereinafter, until:

(a) Declarant no longer owns: (i) record title to any Lot; and (ii) a lien interest in any Lot; and (iii) title to any adjoining acreage intended to be developed as an additional section or phase of the Powder Horn; or

(b) July 1, 2015, whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant.

(c) The Declarant voluntarily may (but shall not be required to relinquish control of the association to the Members at any time prior to July 1, 2015).

5.05 Quorum, Notice and Voting Requirements. The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as same may be amended from time to time. Subject to the provisions of Section 5.04 above, any

action by or on behalf of the Association may be taken with the consent given in writing and signed by Members who collectively hold or control more than fifty percent (50%) of the outstanding votes of the Association.

ARTICLE VI
GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Areas, the Owners, and the Property, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article VI below, the following:

(a) Perform all maintenance of the exterior of the Residential Units, including, without limitation, painting and staining, at such intervals as shall be prudent as well as maintenance, repair, and replacement of the roof.

(b) Care and preservation of the Common Areas and the furnishing and upkeep of any desired personal property for use in the Common Areas;

(c) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Areas only;

(d) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;

(e) Legal and accounting services; and

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration. The Board shall have the following additional rights, powers, and duties:

(g) To maintain and repair all streets as appropriate.

(h) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by the Association;

(i) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Areas; (ii) insurance coverage (if any) on Common Areas as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove; and (iii) utility installation, consumption and service matters;

(j) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender and the Association;

(k) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(l) To protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association, and to provide adequate reserves for repairs and replacements;

(m) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time;

(n) To make available to each Owner within ninety (90) days after the end of each year an annual report;

(o) Pursuant to Article VI herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(p) To enforce the provisions of this Declaration and any rules made hereunder and to line, enjoin and/or seek damages from any Owner for violation of such provisions of rules;

6.02 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then

Declarant may exercise its power and authority under Section 11.02 hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

6.03 Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract for any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. Neither the Declarant, any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for the tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant or Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

6.05 Reserve funds. The Board may, in its sole and absolute discretion, establish reserve funds, which may be maintained and accounted for separately from other funds maintained for annual operating expenses, and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

ARTICLE VII
COVENANTS FOR ASSESSMENTS

7.01 Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) Regular assessments or charges for maintenance, taxes and insurance on portions of the Property and the Common

Areas (including, without limitation, those matters described within Section 6.01 hereof);

(b) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time ratably as hereinafter provided;

(c) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; and

(d) Individual assessments and fines levied against individual Owners for violations of rules and regulations pertaining to the Property, Association, and/or the Common Areas, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time when the assessment fell due.

7.02 Creation of Lien. Association shall have a lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of Sections 7.01, 7.05, 7.06, and/or 11.06 (or any other provision hereof), and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs and reasonable attorneys, fees. Such lien may be enforced by appropriate judicial proceedings, or through a power of sale foreclosure, and the amounts secured thereby shall be the obligation of, and chargeable to Owner. Such lien shall be and is subordinate and inferior only to the following: (i) Assessments, liens, and charges in favor of the State of Wyoming and any political subdivision thereof for taxes past due and unpaid on the Lot; and (ii) Amounts due under any mortgage recorded prior to the recordation of any lien assessment as provided in Section 7.03 of this Article VII.

7.03 Assessment Lien.

(a) All amounts payable to the Association, including unpaid assessments, attorney fees, other enforcement and collection costs, and interest thereon at the maximum rate permitted by law, from the date such assessments are due until said assessments are paid (subject to the provisions hereof

limiting the interest contracted for, charged or received to the maximum permitted by applicable law), shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 7.02 of this Article VII. The Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Sheridan County. Such lien may be enforced by the foreclosure of it upon the Lot by the Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding all additional costs, expenses and attorney's fees in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure, or other legal sale, and to acquire and hold, lease, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay any unpaid assessments owing with respect to the Lot, but such payment shall not be deemed a waiver of Owner's default by either Declarant, the Board or such mortgagee. Foreclosure may be in any manner authorized by Wyoming law, including through power of sale.

(b) The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same.

(c) Owner, by acceptance of the deed to the Property, hereby expressly vests in Declarant, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or by abandonment of his Lot.

(d) If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge shall be assessed against the nonpaying Owner for each month that any portion of an assessment remains unpaid. The Board of Directors shall specify the late charge amount. A reasonable service charge in an amount established by the Board shall be

charged for each check that is returned because of insufficient funds. The amount of any such late charge and service charge may be adjusted, from time to time, by the Board.

7.04 Purpose of Assessments. The assessments levied by the Association shall used exclusively for the purposes of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) perform all maintenance of the exterior of the Residential Units, including, without limitation, painting, staining, and tuck pointing, thereof, at such intervals as shall be prudent as well as maintenance, repair, and replacement of the roof of the Residential Units; (iii) perform all maintenance, improvements, and repair of the grounds and landscaping of the Residential Units situated outside the exterior walls and patio areas thereof; (iv) the payment of taxes on the Common Areas and insurance (if any) in connection with the Common Areas and the repair, replacement and additions thereto; (v) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Areas; (vi) trash and garbage collection and security arrangements as may be determined necessary and appropriate by the Association, from time to time; (vii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Areas; (viii) carrying out the duties of the Board as set forth in Article VII hereof; (ix) carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and (x) for any matter or thing designated by the County of Sheridan in connection with any zoning, subdivision, platting, building or development requirements.

7.05. Basis and Amount of Regular Maintenance Assessments.

(a) Until and unless otherwise determined by the Board, the maximum regular assessment shall be One Hundred Dollars ($100.00) per unit per month.

(b) The Board may establish the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased more than twenty percent (20%) above the maximum regular assessment for the previous year unless otherwise approved by the Members of the Association as provided in Section 5.05 of Article V.

(c) After consideration of current maintenance costs and the future needs of the Association, the Board may fix the actual annual assessment at an amount equal to or less than the then-existing maximum annual assessment.

(d) Not later than thirty (30) days prior to the beginning

of each fiscal year of the Association, the Association shall make available for review by each Member, at the Association's office, during reasonable times, a pro operating statement or budget for the upcoming fiscal year, which shall, among other things, estimate the total Common Area expenses to be incurred for such fiscal year. Subject to the provisions of 7.05, the Board shall at that time determine the amount of the regular Maintenance Assessment to be paid by each member, and shall notify the member thereof. Each member shall thereafter pay to the Association his regular Maintenance Assessment in monthly installments. Each such installment shall be due and payable on the date set forth in the written notice sent to the Members.

(e) The Board may establish a time-price differential schedule for the payment of the regular assessment in which the lowest amount is the actual regular base assessment.

7.06. Rights of Sheridan County. Unless otherwise approved by seventy-five percent (75%) of the outstanding votes within each voting class, the Association shall not by act or omission seek to abandon its obligations as established by this Declaration. However, in the event that:

(a) The Association dissolves and the Common Areas shall not be either (i) dedicated to and accepted by an appropriate public agency, authority or utility to be devoted to purposes as nearly as practicable the same as those to which such Common Areas were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Areas; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Areas which it is obligated to maintain hereunder; then, in either such event, the County of Sheridan shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of twenty-one (21) days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, Sheridan County may collect, when the same become due, all assessments levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Areas; and, if necessary, enforce the payment of delinquent assessments in the manner set forth

herein. In the alternative, upon assuming such maintenance obligations, Sheridan County may levy an assessment upon each Lot on a pro-rata basis for the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made. During any period that Sheridan County assumes the obligation to maintain and care for the Common Areas, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of Sheridan County to maintain the Common Areas shall cease and terminate when the Association, its successors or assigns, shall present to Sheridan County reasonable evidence of its willingness and ability to resume maintenance of the Common Areas. In the event Sheridan County assumes the duty of performing the maintenance obligations of the Association as provided herein, then Sheridan County, its agents, representatives and employees, shall have right of access, ingress and egress to and over the Common Areas for the purposes of maintaining, improving and preserving the same, and in no event, and under no circumstances, shall Sheridan County be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors or assigns for negligent acts or construction (excluding, however, malfeasance and gross negligence) relating in any manner to maintaining, improving and preserving the Common Areas.

ARTICLE VIII
CASUALTY AND INSURANCE

8.01 In the event the Property or any part thereof or any of the Residential Units thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owners of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible to the condition in which such property was immediately prior to such damage or destruction, subject only to the right of the Association (which is hereby granted to the Association to authorize and direct such different action as shall be recommended by the Board of Directors and approved by the affirmative vote of members entitled to vote.

8.02 All repair, restoration or rebuilding pursuant to the provisions of this Article VIII shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and correct completion of work concerned, and the Owner or Owners of each Residential Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection

therewith.

8.03 Without limitation, the Association is hereby given and shall have power to select or approve the architects, contractors and sub-contractors to be employed in connection with such repair, restoration or rebuilding; to select a single contractor or contractors to perform all various parts of the work to be done upon the Residential Units which shall have been damaged or destroyed by such casualty or other happening; to coordinate the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

8.04 In any case in which the owner or owners of the Residential Units concerned shall fail to carry out and see to the repair, restoration or rebuilding by the provisions of this Article VIII, or shall request the Association to carry out and see to such repair, restoration or rebuilding, and in any case in which more than one contiguous Residential Unit shall be involved the Association shall carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VIII.

8.05 Each Residential Owner shall maintain in force at all times insurance covering the Residential Unit owned by him, consisting of, or providing all the protection afforded by, at least the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. Each Residential Owner shall also maintain in force such insurance protecting the Association from loss, damage, express or liability resulting directly or indirectly from any act or omission of such Residential Owner or any employer, agent, representative, guest or invitee of such Residential Owner as the Association shall by rule or regulation require from time to time, provided, however, that no such rule or regulation shall require the obtaining of any insurance of any type not then issued by responsible insurance companies regularly doing business in the State of Wyoming.

8.06 All insurance required to be maintained by any Residential Owner shall be issued by companies reasonably acceptable to the Association, shall name the Association as an additional insured and shall provide that all proceeds becoming payable on account of loss or damage to such Residential Unit shall be payable to or as directed by the Association, subject only to the rights, limited as herein provided, of any mortgagee for value of the premises. The policies themselves or appropriate certificates showing the evidence of such insurance shall be furnished to the Association, and new policies or certificates

evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least 10 days prior to the expiration date of the expiring insurance.

8.07 The Association and its officers, directors, employees, agents and representatives shall have no liability to any Residential Owner for damage or loss of either the Residential Unit of such Owner or any personal property of said Owner. Each insurer of any said Owner's interest in said Residential Unit or personal property shall be bound by the provisions of the Section 8.07 and shall, by appropriate provision in each policy of insurance concerned, waive all its rights or subrogation against the Association and its officers, directors, employees, agents, and representatives.

8.08 Whenever the Association shall not be satisfied that any insurance required by this Article VIII is in force, or if about to expire will not be renewed prior to expiration, the Association shall have the right (but shall not be required) to proceed to obtain such insurance or such lessor coverage as it may deem advisable, and the cost thereof shall be due from the Owner of the Residential Unit so insured to the Association forthwith upon demand.

8.09 In the event that the Association finds it possible, from time to time, to effect broader or better coverage at lesser cost, by the obtaining of a blanket policy or policies of insurance upon all the Residential Units in the Property, the Association shall have and is hereby granted power so to do at the election of its Board of Directors; and the Residential Owner of each Residential Unit so covered shall accept and pay a proportionate share of the cost of such insurance, whether by regular assessment or otherwise, in lieu of providing and paying for the individual policies of insurance hereinabove provided for.

8.10 In any case in which insurance proceeds shall not be paid or payable on account of any damage to or destruction of any Residential Unit, or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Association is by the provisions of this Article Five required to carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available shall be borne and paid for by the Association, unless it shall be determined in accordance with the provisions of this Declaration that such loss or damage is not to be repaired or restored, but without diminishing or in any way affecting any rights of recovery thereof which the Association may have by law against any person or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or omission.

8.11 Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of the Article VIII shall be limited to the repair, restoration and rebuilding of any loss, damage or destruction to or of the Common Areas and to or of so much of the Residential Units as constitutes structure or improvement upon the real estate, and the Association shall not be responsible for repair, restoration or replacement of any personal property of the Residential Owner or others which, although in or about the Residential Units, shall not be attached thereto so as to form an affixed part thereof.

8.12 The Association may, but shall not be required to obtain and maintain additional insurance as its Board of Directors shall, from time to time, deem prudent with respect to damage to or destruction of the Common Areas or to or of any or all of the Residential Units, or to or of any other tangible or intangible assets owned by the Association or for which the Association may have responsibility from time to time, from any cause, and may also obtain such liability and other kinds of insurance protection against such other matters or happenings as its Board of Directors shall from time to time deem prudent.

8.13 Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value of any part of the Property, the proceeds of any insurance becoming payable on account of any loss of or damage to the part of the Property so mortgaged shall be paid first to such mortgagee to the extent of its interest; provided, however, that such mortgagee shall not apply or seek to apply such proceeds to reduce such mortgage except for any excess of such proceeds over the full cost of such repair or restoration, unless it shall be determined in accordance with the provisions of the Declaration that such loss or damage is not to be repaired or restored.

ARTICLE IX
PLACEMENT OF PARTY AND OTHER WALLS

9.01 It is contemplated that each of the Residential Units shall have one or more party walls, each connecting it with others of the Residential Units in the building or buildings. It is intended that each party wall shall be erected upon the lot line between the Residential Units concerned and that each non-party exterior wall of each Residential Unit shall be erected wholly within such Residential Unit so as not to encroach upon any Common Areas, but it is recognized that errors may occur in the actual placement of said walls during the course of construction. It is further contemplated that certain patios, balconies of Residential Units and that certain eaves of Residential Units and certain lighting fixtures on exterior walls

as constructed shall encroach on the Common Areas. Whenever any party wall of any Residential Unit shall be found to be not precisely upon the lot line intended and whenever any wall or eave or lighting fixture of any Residential Unit shall be found to encroach (whether by intention or mistake) upon any Common Areas, valid easements for the maintenance of all such encroachments as described herein are hereby established by virtue of the provisions hereof and shall exist for the benefit of such Unit so encroaching so long as the patio, balcony, eave, wall or lighting fixture concerned shall remain standing. Further, and without limitation of the foregoing, the legal description of the Residential Units and any Common Areas concerned may be changed or amended, and the Owner of each parcel concerned shall without further consideration execute and deliver all such conveyances as may be necessary or appropriate, so as to place the lot line concerned directly underneath such party wall or entirely outside such wall in the case of encroachment of any wall upon any Common Areas, or, alternatively, each Owner concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate in the matter.

ARTICLE X
EASEMENTS

10.01 Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across the Property are reserved. Full rights of ingress and egress shall be had by Declarant and any bona fide utility company at all times over the easement areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

10.02 Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the Common Areas for the purpose of maintaining the Common Areas as set forth herein.

10.03 Police Power Easement. With respect to the Common Areas and streets, easements and rights-of-way within the Property, the County of Sheridan, and all other governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

ARTICLE XI
GENERAL PROVISIONS

11.01 Registration with the Association. In order that Declarant and the Association can properly acquaint every Lot purchaser and every Owner with these Covenants and Restrictions and the day-to-day matters within the Association's jurisdiction, no acquisition of any Declarant Lot within the Property shall become effective until and unless:

(a) The then-existing "Closing Information Package" has been properly executed by the Association, Declarant and the Purchaser/Transferee; and

(b) All directives by the Association and Declarant have been properly and timely followed.

11.02 Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(a) To exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;

(b) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

(d) The right, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Sheridan County Clerk's Office and shall remain in full force and effect thereafter until the fifteenth (15th) anniversary of the recordation of this Declaration.

11.03 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The Covenants and Restrictions shall run perpetually, subject to the rights of the Members to terminate them. Such termination will take the consent of not less than Seventy five percent (75%) of the then Owners of record, agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

11.04 Amendments. Except as provided in Section 11.03 of this Article XI, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part, only with the approval by affirmative vote of not less than seventy five per cent (75%) of the votes of the Members of the Association then entitled to vote, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Sheridan County, Wyoming; or by a resolution passed by the majority of the Board evidencing the consent of seventy-five percent (75.0%) of the votes of the Members, and authorizing the President of the Association to execute such document.

11.05 Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding initiated by any Owner, Declarant, any member of the Board, or by the County of Sheridan against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. They shall have an election and right, but not an obligation or duty, to enforce these Covenants and Restrictions by a proceeding or proceedings at law or in equity. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these Covenants and Restrictions. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party. Further, and with respect to any litigation brought against the Board or any of their members or representatives arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, by the Board or their members or representatives, the Board and/or their

members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, the Board or their members or representative shall specifically be adjudicated liable to such claimant.

11.06 Imposition of Violation Fines. In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars ($500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed five hundred dollars ($500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

11.07 Severability. If any one of these Covenants or Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and Restrictions shall not be affected thereby.

11.08 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11.09 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

11.10 Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop

additional parcels of property for residential purposes and/or expand the Common Areas (not only geographically but also in terms of types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should rely.

11.11 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Powder Horn Ranch, LLC, being the Declarant herein, has caused this instrument to be executed the day and year first above written.

POWDER HORN RANCH, LLC

By: _____
Manager

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 5th day of November, 1996, by Homer Scott, Jr., Manager of Powder Horn Ranch, LLC.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: June 11, 1999.

EXHIBIT A
LEGAL DESCRIPTION
THE MEADOWS PLANNED UNIT DEVELOPMENT

A tract of land being Lots 1 through 44 and Outlot A of The Meadows Planned Unit Development located in the South Half of the Northeast quarter (S½NE¼) of Section 33, Township 55 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being also described as follows:

Beginning at a point located S 18°29'41"W, 1648.41 feet from the Northeast Quarter Corner of said Section 33; thence S 11°35'34"E, 31.89 feet; thence along a curve to the right having a central angle of 15°33'37", a radius of 375.00 feet, and an arc length of 101.84 feet, with chord bearing and distance of S 3°48'46"E, 101.53 feet; thence S 3°58'02"W, 66.46 feet; thence along a curve to the left having a central angle of 13°08'47", a radius of 425.00 feet, and an arc length of 97.52 feet, with chord bearing and distance of S 2°36'21"E, 97.30 feet; thence S 9°10'45"E, 106.10 feet; thence S 80°49'15"W, 109.43 feet; thence along a curve to the left having a central angle of 28°00'02", a radius of 325.00 feet, and an arc length of 158.83 feet, with chord bearing and distance of S 66°49'14"W, 157.25 feet; thence S 52°49'13"W, 111.44 feet; thence along a curve to the right having a central angle of 87°49'53", a radius of 240.00 feet, and an arc length of 367.91 feet, with chord bearing and distance of N 83°15'51"W, 332.93 feet; thence N 39°20'54"W, 224.82 feet; thence along a curve to the left having a central angle of 34°28'15", a radius of 230.00 feet, and an arc length of 138.38 feet, with chord bearing and distance of N 27°10'34"E, 136.30 feet; thence N 9°56'26"E, 63.17 feet; thence along a curve to the right having a central angle of 93°30'02", a radius of 270.00 feet, and an arc length of 440.61 feet, with chord bearing and distance of N 56°41'27"E, 393.32 feet; thence S 76°33'32"E, 249.57 feet; thence along a curve to the left having a central angle of 21°15'43", a radius of 380.00 feet, and an arc length of 141.01 feet, with chord bearing and distance of S 87°11'23"E, 140.21 feet to the point of beginning,

said tract containing 9.056 acres, more or less.

RECORDED NOVEMBER 12, 1996 BK 383 PG 97 NO 241792 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GAIL L. TAYLOR, TRUSTEE OF THE TAYLOR FAMILY TRUST UNDER A DECLARATION OF TRUST DATED JANUARY 12, 1988, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **STEVEN L. OLSON and KARA R. OLSON, husband and wife, as tenants by the entirety,** whose address is 1363 Martin Avenue, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 10, Block 13, Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 12 day of November, 1996.

Gail L. Taylor
Gail L. Taylor-Trustee

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 12th day of NOVEMBER, 1996, before me personally appeared Gail L. Taylor, to me personally known, who, being by me duly sworn, did say that she is the Trustee of the Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

Witness my hand and official seal.

CAROLYN A. BYRD - NOTARY PUBLIC
County of Sheridan State of Wyoming

Carolyn A. Byrd
Notary Public

My Commission Expires July 25, 1999

RECORDED NOVEMBER 12, 1996 BK 383 PG 98 NO 241797 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT OF SURVIVORSHIP

This Affidavit of Survivorship is prepared in accordance with § 2-9-102 of the Wyoming Statutes for the purpose of making of public record the matter of the death of one owner of real property held by the decedent and by the undersigned in joint tenancy or tenancy by the entireties.

I, Jennysen M. Nowak, having been first duly sworn upon my oath, do depose and state as follows:

I.

At the time of the death of Philip J. Nowak, all of the real property described in this affidavit was held by Philip J. Nowak and Jennysen M. Nowak, husband and wife, as tenants by the entireties.

II.

The real property to which this affidavit relates is certain real property situate in Sheridan County, Wyoming, described as follows:

> Lot number 3, and the Southeasterly 10.3 feet of Lot number 2, in Block 9, South Park Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.
>
> Said Block is situated in the SW¼SW¼ of Section 26, Township 56 North, Range 84 West of the Sixth Principal Meridian.

III.

Title to the property described was vested in the decedent and the affiant by a Warranty Deed executed by Mickey G. Edwards and Irene C. Edwards, husband and wife, dated April 8, 1972, recorded April 18, 1972, in Book 186 of Deeds at Page 569 of the real property records of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming.

IV.

Philip J. Nowak, joint owner of such property, died on the 19th day of October, 1996, in Sheridan County, Wyoming, terminating his estate in the property.

V.

A certified copy of the decedent's Death Certificate is attached.

DATED this 5th day of November, 1996.

Jennysen M. Nowak
JENNYSEN M. NOWAK

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

The foregoing document was acknowledged before me this 5th day of November, 1996, by **JENNYSEN M. NOWAK.**

WITNESS my hand and official seal.

DAN B. RIGGS - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires June 7, 2000

Dan B. Riggs
Notary Public

My Commission Expires: 6/7/00

CERTIFICATION OF VITAL RECORD

100

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER: 153 — 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.)
PHILIP JOHN NOWAK	MALE	OCTOBER 19, 1996

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.)
366 40 8124	54			APRIL 4, 1942

7a. PLACE OF DEATH (Check only one)

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
MEMORIAL HOSPITAL OF SHERIDAN COUNTY	SHERIDAN	SHERIDAN

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)
MICHIGAN	MARRIED	JENNYSON MARIA NOWAK

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SHERIDAN	SHERIDAN	219 COFFEEN AVENUE

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

PARENTS

17. FATHER'S NAME (First / Middle / Last)	18. MOTHER'S NAME (First / Middle / Maiden Surname)
MICHAEL JOHN NOWAK	MARY ANNA KOLOTYLO

INFORMANT

19a. INFORMANT - NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
JENI NOWAK	SPOUSE

19c. MAILING ADDRESS (Street or R.F.D. Number / City or Town / State / ZIP Code)
219 COFFEEN AVENUE SHERIDAN WYOMING 82801

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	10-25-96	BILLINGS CREMATORY	BILLINGS, MONTANA

21a. FUNERAL SERVICE LICENSEE or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
Ralph James Hanette	416	CHAMPION FUNERAL HOME	1	244 S. BROOKS; SHERIDAN, WY. 82801

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) Michael J. Strahan M.D.

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
OCTOBER 23, 1996	9:34 A M

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

To be Completed by CORONER Only

23a. On the basis of examination and / or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title)

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

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

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
MICHAEL J. STRAHAN, M.D. 148 SOUTH BROOKS SHERIDAN, WYOMING 82801

25a. REGISTRAR (Signature)	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
DEPUTY	OCTOBER 25, 1996

CAUSE OF DEATH

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

		Approximate Interval Between Onset and Death
26. IMMEDIATE CAUSE (Final disease or condition resulting in death) ⇒	a. Cardiac arrest	
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. Acute Myocardial Infarct	
	DUE TO (OR AS A CONSEQUENCE OF): Atherosclerotic Coronary Vascular Disease	
	DUE TO (OR AS A CONSEQUENCE OF): c.	
	d.	

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

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

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

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

OCT 29 1996

VR 2-89
4/94 15M

11652

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

DATE ISSUED: OCT 30 1996

Lucinda McCaffrey
Deputy State Registrar

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

SEAL

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RECORDED NOVEMBER 13, 1996 BK 383 PG 101 NO 241804 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

THERESA MARIE SPOMER, A/K/A THERESA M. SPOMER and MADELINE MATHEWS, sisters, owning an estate as joint tenants with right of survivorship and not as tenants in common, by virtue of that certain Warranty Deed which is dated the 11th day of February, 1970, **GRANTORS**, for whom the mailing address is the address of the aforesaid Theresa Marie Spomer, a/k/a Theresa M. Spomer, to wit, 135 Rice Avenue, Sheridan, Wyoming 82801, **FOR AND IN CONSIDERATION** of family love and affection and for other good consideration, which is acknowledged, and also for the express purposes of dissolving the joint tenancy title purportedly created by that certain Warranty Deed which is dated the 11th day of February, 1970, and signed by the aforesaid Theresa Marie Spomer as GRANTOR, and of terminating any interest that the aforesaid Madeline Mathews otherwise might have acquired in the subject property by virtue of that aforesaid certain Warranty Deed which is dated the 11th day of February, 1970, but which never was delivered unto the said Madeline Mathews by the GRANTOR therein named, to wit, by the aforesaid Theresa Marie Spomer, a widow, **hereby do CONVEY, QUITCLAIM, TRANSFER, AND GRANT** solely unto **THERESA MARIE SPOMER, A/K/A THERESA M. SPOMER, GRANTEE**, a widow dealing herein in her sole and separate property, **whose address is 135 Rice Avenue, Sheridan, Wyoming, 82801**, all of said GRANTORS' right, title, and interest, including therein any after-acquired title, in the following described real property, situate in the County of Sheridan, State of Wyoming, to wit:

Lot Eight [8] of Block One [1], Sheltered Acres Subdivision, to the City Of Sheridan, County Of Sheridan, State Of Wyoming;

Together with all improvements situated thereon and all appurtenances thereunto appertaining or pertaining;

Otherwise known and numbered as:

135 Rice Avenue
Sheridan WY 82801.

HEREBY RELEASING and WAIVING HOMESTEAD RIGHTS that otherwise might arise under or by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 12th day of November, 1996.

Theresa Marie Spomer

THERESA MARIE SPOMER, A/K/A THERESA M. SPOMER

Madeline Mathews

MADELINE MATHEWS

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
County Of Sheridan)

The foregoing **QUITCLAIM DEED** was acknowledged before me this 12th day of November, 1996, by **THERESA MARIE SPOMER, A/K/A THERESA M. SPOMER** and **MADELINE MATHEWS**, as **GRANTORS** therein, the same being personally known to me.

AS WITNESSETH my hand and official seal.

CHRISTINE M. BURLINGAME - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Jan. 1, 1998

Christine M Burlingame
Notary Public

My commission expires: 1/1/98

RECORDED NOVEMBER 13, 1996 BK 383 PG 104 NO 241829 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

ALAN JOHN KOBIELUSZ, a married person dealing in his sole and separate property, and FRANK MARTIN KOBIELUSZ, a married person dealing in his sole and separate proeprty, grantors, of the County of Sheridan, State of Wyoming, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to grantors in hand paid by grantees, the receipt and sufficiency whereof is hereby confessed and acknowledged, have remised, released and forever quitclaimed, and by these presents do for themselves, their heirs, executors and administrators, remise, release and forever quitclaim unto **KATHLEEN JOHNSON, a married person dealing in her sole and separate property, CAROLE MORGAN, a single person, and CONCETTA KOBIELUSZ, a single person**, grantees, their heirs and assigns, forever, all right, title, interest, property, possession, claim and demand as they have or ought to have, in or to all the following described premises, to-wit:

Township 55 North, Range 83 West, 6th P.M., Sheridan County, Wyoming

Section 34: **All of that portion of the S½S½ lying west of U.S. Highway 14 and all of the SE¼NW¼ and the W½NW¼ except the following described tract of land: Commencing at a point on the South line of the Mead Creek Road, which point is on the West line of said Sec. 34, and is S. 75°25' E. 5343 feet from the Northwest corner of Sec. 33, Said Twp. and Range; thence S. 88°32' E. 110 Feet, thence S. 1° 09' W. 131 feet, thence N. 88°32' W. 110 Feet, and thence N. 1°09' E. 131 Feet to the point of beginning.**

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said **KATHLEEN JOHNSON, CAROLE MORGAN, and CONCETTA KOBIELUSZ**, their heirs and assigns, to their own proper use and behoof forever, so that neither **ALAN JOHN KOBIELUSZ nor FRANK MARTIN KOBIELUSZ**, nor any person in their name or behalf, or any other person shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they or every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF **ALAN JOHN KOBIELUSZ and FRANK MARTIN KOBIELUSZ**, have hereunto set their hands and seals this ____ day of October, 1996.

Alan John Kobielusz
ALAN JOHN KOBIELUSZ

Frank Martin Kobielusz
FRANK MARTIN KOBIELUSZ

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by ALAN JOHN KOBIELUSZ and FRANK MARTIN KOBIELUSZ, this 8 day of ~~October~~ Nov, 1996.

WITNESS my hand and official seal.

~~Notary~~ E. Marie Wright
NOTARY PUBLIC

My Commission Expires: 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED NOVEMBER 13, 1996 BK 383 PG 106 NO 241830 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KATHLEEN JOHNSON, a married person dealing in her sole and separate property, of the County of Laramie, State of Wyoming; CAROLE MORGAN, a single person, and CONCETTA KOBIELUSZ, a single person, both of the County of Arapahoe, **State of Colorado, grantors,** in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to grantors in hand paid by grantees, the receipt and sufficiency whereof is hereby confessed and acknowledged, have remised, released and forever quitclaimed, and by these presents do for themselves, their heirs, executors and administrators, remise, release and forever quitclaim unto **ALAN JOHN KOBIELUSZ, a married person dealing in his sole and separate property, and FRANK MARTIN KOBIELUSZ, a married person dealing in his sole and separate property,** grantees, their heirs and assigns, forever, all right, title, interest, property, possession, claim and demand as they have or ought to have, in or to all the following described premises, to-wit:

Township 55 North, Range 83 West, 6th P.M., Sheridan County, Wyoming

Section 34: All of the S½S½ lying east of U.S. Highway 14.

Also,

Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming

Section 3: Lots 1 and 2, and all that part of Lots 3 and 4 described as follows: Beginning at the Northwest corner of said Sec. 3, thence Easterly along the North boundary of said Section to the Northeast corner of said Lot 3, thence Southerly 1674 feet to the Southeast corner of said Lot 3, thence Westerly along the South line of said Lot 3 a distance of 255.9 feet, thence North 961.5 feet, thence West 2411.1 feet to the West line of said Section 3, thence Northerly along the West line of said Section 3, 702 feet to the point of beginning.

(Excepting a tract of land conveyed to Alan J. Kobielusz by Warranty Deed recorded February 15, 1974 in Book 199 of Deeds, Page 279, dated October 24, 1973.)

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said **ALAN JOHN KOBIELUSZ and FRANK MARTIN KOBIELUSZ**, their heirs and assigns, to their own proper use and behoof forever, so that **KATHLEEN JOHNSON, CAROLE MORGAN, nor CONCETTA KOBIELUSZ**, nor any person in their name or behalf, or any other person shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they or every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, KATHLEEN JOHNSON, CAROLE MORGAN, and CONCETTA KOBIELUSZ, have hereunto set their hands and seals this 22 day of October, 1996.

Kathleen Johnson
KATHLEEN JOHNSON

Carole Morgan
CAROLE MORGAN

Concetta Kobielusz
CONCETTA KOBIELUSZ

STATE OF Wyo)
: SS
COUNTY OF Albany)

The foregoing instrument was acknowledged before me by KATHLEEN JOHNSON this 23 day of October, 1996.

WITNESS my hand and official seal.

STEVEN C. YEOMAN NOTARY PUBLIC ALBANY COUNTY, WYOMING

Steven C. Yeoman
NOTARY PUBLIC

My Commission Expires: 8/8/00

STATE OF Colorado)
: SS
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me by CAROLE MORGAN, this 22 day of October, 1996.

WITNESS my hand and official seal.

FRANCES M. SHAFFER NOTARY PUBLIC STATE OF COLORADO

Frances M. Shaffer
NOTARY PUBLIC

My Commission Expires: 10-19-96

STATE OF Colorado)
: SS
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me by CONCETTA KOBIELUSZ, this 22 day of October, 1996.

WITNESS my hand and official seal.

FRANCES M. SHAFFER NOTARY PUBLIC STATE OF COLORADO

Frances M Shaffer
NOTARY PUBLIC

My Commission Expires: 10-19-96

RECORDED NOVEMBER 13, 1996 BK 383 PG 109 NO 241847 RONALD L. DAILEY, COUNTY CLERK

CONSENT AND RATIFICATION

WHEREAS, Powder Horn Ranch, LLC, a Wyoming Limited Liability Company, on July 22, 1996 conveyed a tract of land located within Lot 42 of Block B, Powder Horn Ranch, Planned Unit Development, Phase I to the Sandra Arlene Scott Suzor Trust, d/t/d 5-15-78, First Interstate Bank of Commerce, Trustee, and

WHEREAS, Powder Horn Ranch, LLC, on November 1, 1996 did cause to be filed the final Plat of **THE MEADOWS, PLANNED UNIT DEVELOPMENT**, being a subdivision of Lot 42, Block B, Powder Horn Ranch, Planned Unit Development, Phase I, and

NOW, therefore, the undersigned, does hereby consent to, and ratify the action of Powder Horn Ranch, LLC, in the platting and dedication of that subdivision Plat referred to as **THE MEADOWS, PLANNED UNIT DEVELOPMENT**, said plat having been recorded November 1, 1996 and filed in Drawer M, Plat Number 47, in the office of the Sheridan County Clerk. This consent and ratification is given and recorded for the purpose of consenting to and ratifying the plat in the same manner and effect as if the undersigned had signed the filed plat.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13th day of November, 1996.

SANDRA ARLENE SCOTT SUZOR TRUST, d/t/d 5-15-78, First Interstate Bank of Commerce, Trustee

By: MaryLou Sare
Trust Officer

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 13th day of November, 1996, before me personally appeared MaryLou Sare, to me personally known, who, being by me duly sworn, did say that he/she is the Trustee of the Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

Wit[illegible]fficial seal.

CHRISTINE M. BURLINGAME - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Jan. 1, 1998

Christine M Burlingame
Notary Public

My Commission Expires 1/1/98

RECORDED NOVEMBER 13, 1996 BK 383 PG 110 NO 241859 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ALVIN W. PETERSON and INA JEAN PETERSON, husband and wife, and ROSS PETERSON and MARIA PETERSON, aka Marie Peterson, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **MICHAEL H. SCHMITZ and TINA SCHMITZ, husband and wife, as tenants by the entirety,** whose address is _____, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Exhibit "A"

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Together with all water and water rights adjudicated thereto, ditches, ditch stock and ditch rights associated therewith and other irrigation rights that belong thereunto.

WITNESS our hands this 8th day of November, 1996.

Alvin W. Peterson 11-8-96
Alvin W. Peterson

Ross Peterson 11-8-96
Ross Peterson

Ina Jean Peterson 11-8-96
Ina Jean Peterson

Maria Peterson 11-8-96
Maria Peterson

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Alvin W. Peterson and Ina Jean Peterson this 8th day of November, 1996.

Witness my hand and official seal.

Barbara J. Jones
Notary Public

My Commission Expires: May 22, 2000.

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 22, 2000

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Ross Peterson and Maria Peterson this 8th day of November, 1996.

Witness my hand and official seal.

Barbara J. Jones
Notary Public

My Commission Expires: May 22, 2000.

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 22, 2000

EXHIBIT "A"

A tract of land situated in the SW¼ of Section 27, E½E½ of Section 28, and NE¼NE¼ of Section 33, Township 57 North, Range 83 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

Commencing at the southwest corner of said Section 27; thence S85°21'25"W, 245.00 feet to the POINT OF BEGINNING of the herein described tract, said point being the southeast corner of a tract of land described in Book 357 of Deeds, page 570; thence N00°00'08"W, 1354.61 feet along the east line of said tract described in Book 357 of Deeds, Page 570 to a point; thence S88°24'24"E, 1585.81 feet along the south line of said tract described in Book 357 of Deeds, Page 570 to a point, said point being the southwest corner of a tract of land described in Book 376 of Deeds, Page 244; thence S88°24'14"E, 559.30 feet along the south line of said tract described in Book 376 of Deeds, Page 244 to a point, said point lying in the Lower Prairie Dog County Road Right of Way, thence N12°16'45"W, 406.98 feet along the east line of said tract described in Book 376 of Deeds, Page 244 to a point; thence, leaving said right of way, N64°47'52"W, 520.51 feet to a point, said point lying on the west line of said tract described in Book 376 of Deeds, Page 244; thence N64°47'52"W, 834.36 feet to a point; thence S32°48'20"W, 40.79 feet to a point; thence N67°42'45"W, 1446.69 feet to a point; thence S46°02'45"W, 540.57 feet to a point, said point lying on the west line of said tract described in Book 357 of Deeds, Page 570; thence S00°47'45"W, 1931.40 feet along said west line to a point; thence S63°11'30"E, 1058.72 feet along the south line of said tract described in Book 357 of Deeds, Page 570 to the POINT OF BEGINNING of said tract.

Said tract contains 90.68 acres of land more or less.

Basis of Bearings per said tract described in Book 357 of Deeds, Page 570.

-K-P
MP
R.W.P
A.J.B.

RECORDED NOVEMBER 13, 1996 BK 383 PG 113 NO 241879 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF Sheridan)

James Robert Adams, being first duly sworn, states as follows:

1. Affiant is the surviving spouse and the surviving tenant of a tenancy by the entireties with respect to the decedent hereinafter referred to; therefore, affiant has an interest in the real estate which is the subject matter of this Affidavit.

2. Affiant states that Gertrude L. Adams died at Sheridan, Wyoming on the 14th day of December, 1989; the facts of said death more fully appear from the Certificate of Death, duly certified by the State Registrar of Vital Statistics, attached hereto as Exhibit "A" and by this reference incorporated herein.

3. During the marriage of said decedent Gertrude L. Adams, and James Robert Adams, this affiant, said decedent and this affiant acquired as tenants by the entireties certain real property, by warranty deed, from Norman L. Steelman and Colleen M. Steelman, husband and wife, dated August 24, 1978, and recorded in the office of the County Clerk of Sheridan County, Wyoming on August 24, 1978, in Book 233 at Page 317 of the books and records in said office, which property is more particularly described as follows:

> Lot 3, Block 3, Granville Addition to the City of Sheridan, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, page 116. Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

4. This affidavit is filed for the purpose of establishing

the fact of the death of the said Gertrude L. Adams, who was the owner with the decedent's aforesaid surviving spouse of an estate by the entireties in the above described property, and to make an official record of the termination of the interests of said decedent in and to said property, pursuant to the provision of W.S. 2-9-102.

James R. Adams
James Robert Adams

STATE OF WYOMING)
) ss.
County of Sheridan)

Subscribed and sworn to before me by the aforesaid James Robert Adams, this 6th day of November, 1996.

Mark T. Murphy
Notary Public

My Commission Expires: October 1, 2000

Date Issued NOV 8 1996

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

88-02978 STATE FILE NUMBER

LOCAL FILE NUMBER 1082

MARGIN RESERVED FOR BINDING
Division of Health and Medical Services—Vital Records Services
PHYSICIAN: The law requires that the death certificate be signed within 24 hours after death. W.S. 35-1-418(c)
Penalty for failure to do so. W.S. 35-1-431(b)

TYPE OR PRINT IN PERMANENT INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT—NAME: GERTRUDE LORA ADAMS
2. SEX: Female
3. DATE OF DEATH: December 14, 1988
4a. RACE: White
4b. ORIGIN OR DESCENT: American
5a. AGE—Last Birthday: 65
6. DATE OF BIRTH: August 8, 1923
7a. PLACE OF DEATH: Memorial Hospital
7b. IF HOSP OR INST, Indicate DOA or Dt Brt Rec: Inpatient
7c. CITY, TOWN OR LOCATION OF DEATH: Sheridan
7d. COUNTY OF DEATH: Sheridan
8. STATE OF BIRTH: Colorado
9. CITIZEN OF WHAT COUNTRY: USA
10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED: Married
11. SURVIVING SPOUSE: James R. Adams
12. WAS DECEDENT EVER IN U.S. ARMED FORCES?: No
13. SOCIAL SECURITY NUMBER: 522-24-6523
14a. USUAL OCCUPATION: Homemaker
14b. KIND OF BUSINESS OR INDUSTRY: Home
15a. RESIDENCE STATE: Wyoming
15b. COUNTY: Sheridan
15c. CITY, TOWN OR LOCATION: Sheridan
15d. STREET AND NUMBER: 1947 Papago Drive
15e. INSIDE CITY LIMITS: Yes

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

PARENTS

16. FATHER—NAME: Calvin Bushey
17. MOTHER'S MAIDEN NAME: Lora Belle Harris

INFORMANT

18a. NAME: James R. Adams
18b. MAILING ADDRESS: 1947 Papago Drive, Sheridan, WY 82801

DISPOSITION

19a. BURIAL, CREMATION, REMOVAL, OTHER: Burial
19b. DATE: 12-19-88
19c. CEMETERY OR CREMATORY—NAME: Resthaven Park Cemetery
19d. LOCATION: Glendale, Arizona
20a. FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: Mark J Ferris
NUMBER: 448
20b. NAME OF FACILITY: Ferries Funeral Home
NUMBER: 97
20c. ADDRESS OF FACILITY: 297 S. Main St, Sheridan, WY

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only

21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated
Signature and Title:
21b. DATE SIGNED: December 15, 1988
21c. HOUR OF DEATH: 9:45 PM
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)
21e. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Seymour Thickman, MD 116 W. Brundage St., Sheridan, WY 82801

To be Completed by CORONER Only

22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated
Signature and Title:
22b. DATE SIGNED:
22c. HOUR OF DEATH:
22d. PRONOUNCED DEAD ON:
22e. PRONOUNCED DEAD AT:

23. REGISTRAR
24a. Signature: Mark J Ferris
24b. DATE RECEIVED BY REGISTRAR: December 15, 1988

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

CAUSE OF DEATH

PART I
25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE) (a), (b), and (c):
(a) Metastatic Adenocarcinoma of Lung
DUE TO, OR AS A CONSEQUENCE OF:
(b)
DUE TO, OR AS A CONSEQUENCE OF:
(c)

PART II
OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not related to cause given in PART I (a):
26. AUTOPSY: NO
27. WAS CASE REFERRED TO CORONER: NO

28a. ACC, SUICIDE, HOM, UNDET OR PENDING INVEST.:
28b. DATE OF INJURY:
28c. HOUR OF INJURY:
28d. DESCRIPTION OF INJURY OCCURRED:
28e. INJURY AT WORK:
28f. PLACE OF INJURY—At home, farm, street, factory, office building, etc.:
28g. LOCATION: STREET OR R.F.D. NO.: 115 CITY OR TOWN: STATE:

DEC 19 1988

116

RECORDED NOVEMBER 13, 1996 BK 383 PG 116 NO 241880 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That James Robert Adams, of the County of Sheridan, State of Wyoming, in consideration of the sum of $10.00 and other valuable consideration in hand paid by James Robert Adams and Keith Ernest Adams, the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for his heirs, executors and administrators, remise, release and forever quitclaim unto James Robert Adams and Keith Ernest Adams as joint tenants with right of survivorship, their heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he may have or ought to have, in or to all the following described premises situate in the County of Sheridan, State of Wyoming, to-wit:

> Lot 3, Block 3, Granville Addition to the City of Sheridan, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, page 116. Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said James Robert Adams and Keith Ernest Adams, their heirs and assigns, to them and their own proper use and behoof forever. So that James Robert Adams, nor any other person in his name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but he and every one of them shall by these presents be excluded and forever barred.

Witness my hand this 6th day of November, 1996.

James R. Adams
James Robert Adams

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 6th day of November, 1996, by James Robert Adams.

WITNESS my hand and official seal.

Mark T Murphy
Notary Public

My Commission Expires: OCTOBER 1, 1996

RECORDED NOVEMBER 13, 1996 BK 383 PG 117 NO 241885 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

MacCARTY, INC., a Wyoming corporation, of Sheridan County, Wyoming, Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS to **KARL W. LIGHT and CARIN L. LIGHT, Trustees of the Light Family 1991 Trust dated July 25, 1991**, Grantee, whose address is P. O. Box 1068, Bonsall, California 92003, the following described real estate, situate in the County of Sheridan, and State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by reference incorporated herein.

TOGETHER with all improvements situate thereon, and all appurtenances and hereditaments appertaining thereto.

TOGETHER with all water and water rights, ditch and reservoir rights adjudicated thereto.

SUBJECT to all exceptions, reservations, rights-of-way, easements, covenants, restrictions and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State.

DATED this 11 day of November, 1996.

MacCARTY, INC., Grantor

By: Martin S. MacCarty
Martin MacCarty, President

[no corporate seal]

ATTEST:

Laura B. MacCarty
Laura MacCarty
Secretary

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 11 day of November, 1996, by **Martin MacCarty**, President of MacCarty, Inc., a Wyoming corporation, Grantor.

WITNESS my hand and official seal.

CATHERINE P. VENTZER - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Feb. 10, 2000

Catherine P. Ventzer
Notary Public

My Commission expires: 2-10-00.

EXHIBIT "A"

A tract of land situated in the S½NW¼, and the N½SW¼ of Section 36, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Beginning at the west quarter corner of said Section 36; thence N01°59'54"E, 650.44 feet along the west line of said S½NW¼ to a point; thence Due East, 2315.44 feet to a point, said point lying on the centerline of the Murphy Gulch County Road (No. 147); thence S14°02'37"W, 295.64 feet along said centerline to a point; thence S04°27'50"W, 574.52 feet along said centerline to a point; thence S42°15'24"W, 511.41 feet along said centerline to a point; thence S12°25'43"W, 281.89 feet along said centerline to a point; thence S16°18'31"W, 283.98 feet along said centerline to a point; thence S06°45'50"W, 115.42 feet along said centerline to a point, said point being the northeast corner of a tract of land described in Book 351 of Deeds, Page 510; thence S88°43'27"W, 1696.50 feet along the north line of said tract described in Book 351 of Deeds, Page 510 to a point on the west line of said N½SW¼, said point being the northwest corner of said tract described in Book 351 of Deeds, Page 510; thence N01°13'51"W, 1288.58 feet along said west line to the POINT OF BEGINNING.

RECORDED NOVEMBER 14, 1996 BK 383 PG 120 NO 241947 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT TO ESTABLISH RIGHTS OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF Campbell)

COMES NOW Edna F. Oedekoven, of lawful age, being first duly sworn upon oath, deposes and states as follows:

1. James R. Oedekoven and Edna F. Oedekoven, husband and wife, as tenants by the entireties, became the owners of real property as purchased from Charley S. Bricker which is recorded in Book 242 of Photos, page 47, of the records of Sheridan County, Wyoming, and which is described as follows:

> Lot 20 in Block 36 of Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

2. James R. Oedekoven died on or about September 27, 1996, and is the same person as the deceased as shown on the attached certified Certificate of Death.

3. At the time of the conveyance described above, there was created in your affiant and James R. Oedekoven a tenancy by the entirety in the described real property and by which the survivor was entitled to the entire fee in said property as between the affiant and the decedent. By reason of the death of James R. Oedekoven, the tenancy by the entirety was terminated and title to the real property was vested in your affiant.

FURTHER YOUR AFFIANT SAYETH NOT.

DATED November 8, 1996.

Edna F Oedekoven
Edna F. Oedekoven

SUBSCRIBED AND SWORN to before me on November 8, 1996, by Edna F. Oedekoven.

Witness my hand and official seal.

DEL RAE COX - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires February 8, 1999

Del Rae Cox
Notary Public

My commission expires: 2-8-99

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER: 45

STATE FILE NUMBER:

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

DECEDENT

1. DECEDENT'S NAME: FIRST: JAMES; MIDDLE: RICHARD; LAST: OEDEKOVEN
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): SEPTEMBER 27, 1996
4. SOCIAL SECURITY NUMBER: 520-12-7772
5a. AGE-Last Birthday (Years): 76
5b. UNDER 1 YEAR: Months / Days
5c. UNDER 1 DAY: Hours / Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): SEPTEMBER 1, 1920
7a. PLACE OF DEATH (Check only one): HOSPITAL: ☒ Inpatient ☐ ER/Outpatient ☐ DOA; OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not institution, give street and number): JOHNSON COUNTY MEMORIAL HOSPITAL
7c. CITY, TOWN, OR LOCATION OF DEATH: BUFFALO
7d. COUNTY OF DEATH: JOHNSON
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): EDNA BRICKER
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): OWNER/OPERATOR
12b. KIND OF BUSINESS OR INDUSTRY: GROCERY STORY
13a. RESIDENCE - STATE: WYOMING
13b. COUNTY: CAMPBELL
13c. CITY, TOWN OR LOCATION: RECLUSE
13d. STREET AND NUMBER: BOX 1
13e. INSIDE CITY LIMITS? (Specify yes or no): NO
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - If yes, specify Cuban, Mexican, Puerto Rican, Etc.): ☒ No ☐ Yes (Specify)
15. RACE - American Indian, Black, White, Etc. (Specify): WHITE
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 8; College (1-4 or 5+):

PARENTS

17. FATHER'S NAME: First: FRED; Middle: ; Last: OEDEKOVEN
18. MOTHER'S NAME: First: NORA; Middle: ; Maiden Surname: CLAMPITT

INFORMANT

19a. INFORMANT'S NAME (Type or Print): EDNA OEDEKOVEN
19b. RELATIONSHIP TO DECEDENT: WIFE
19c. MAILING ADDRESS (Street or R.F.D. Number, City or Town, State, ZIP Code): BOX 1, RECLUSE, WYOMING 82725

DISPOSITION

20a. Burial, Cremation, Removal from State, Other (Specify): BURIAL
20b. DATE (Mo., Day, Yr.): 10/2/96
20c. CEMETERY OR CREMATORY NAME: RECLUSE CEMETERY
20d. LOCATION - CITY OR TOWN, STATE: RECLUSE, WYOMING
21. FUNERAL SERVICE LICENSEE OR Person acting - Name (Type or Print) / Signature: Washburn Joan #474
Number: #66
21b. NAME OF FACILITY: WILSON-NOECKER FUNERAL HOME
21c. ADDRESS OF FACILITY: P.O. BOX 734, GILLETTE, WYOMING 82717

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): Kirven E. Kirven
22b. DATE SIGNED (Mo., Day, Yr.): 10/4/96
22c. HOUR OF DEATH: 20:08 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): DR. KIRVEN 497 LOTT BUFFALO, WYOMING 82834

25a. REGISTRAR (Signature):
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): OCTOBER 9, 1996

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. Coronary artery Disease.
DUE TO (OR AS A CONSEQUENCE OF):
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST:
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.: a. Coronary Cath performed

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):

OCT 18 1996

VR 2-89
4/94 15M

10834

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

DATE ISSUED: OCT 18 1996

Lucinda McCaffrey
Deputy State Registrar

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

SEAL

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFIED COPY

RECORDED NOVEMBER 14, 1996 BK 383 PG 122 NO 241953 RONALD L. DAILEY, COUNTY CLERK

IN THE DISTRICT COURT, FOURTH JUDICIAL DISTRICT
COUNTY OF SHERIDAN, STATE OF WYOMING

In Probate
Docket No. P96-7-74

* * * * * * * * * * * * * * * * * * *

IN THE MATTER OF THE ESTATE)
)
OF)
)
CYNTHIA ANN KISTLER, a/k/a)
CINDY KISTLER,)
)
Deceased.)

No.
Filed in the Office of the Clerk of the
District Court of Sheridan County, WY.
NOV 13 1996
Clerk of Court
By Deputy

ORDER AUTHORIZING SALE OF REAL PROPERTY AND CONFIRMATION OF PRIVATE SALE OF REAL PROPERTY

On this day, the above-captioned matter came on to be heard before the court upon the Petition for Authority to Sell Real Property and Report of Private Sale of Real Property, filed by Kathryn G. Strahan, the personal representative of the Estate of Cynthia Ann Kistler, a/k/a Cindy Kistler, and the court having reviewed the file of record herein, and being duly advised in the premises finds as follows:

1. On the 1st day of August, 1996, Letters of Administration were issued to Kathryn G. Strahan, by this court in this estate, and she is now the duly appointed, qualified and acting personal representative of the estate.

2. The petitioner has in her possession an asset of this estate, the real property and improvements located at 745 LaClede, Sheridan, Wyoming, more particularly described as follows:

> Lot 6, Block 11, of the Nielsen Heights Addition to the City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

3. It would be to the best advantage and in the best interests of this estate, and in the best interests of all persons interested in this estate, that the personal representative be authorized to sell the above-described real property and improvements, under the terms set forth below, for the following reasons: (a) such sale will facilitate the payment of debts and charges against the estate; (b) such sale will facilitate the distribution of the estate; and (c) the heirs would benefit

by such sale for the reason that because of the undivided interest which they are each to receive under Wyoming intestacy laws, combined with the fact that two of the heirs-at-law of the decedent are minors and will reside with their natural father and conservator, James L. Kistler, and the other heir-at-law, Raesha Schultz Tomsovic, an adult, consents to such sale, the distribution of such real estate in kind to the heirs is not necessary. Hence, such sale will facilitate the distribution and closing of the estate, and guarantee a cash sale at a reasonable price (in excess of the appraised value thereof), to the benefit of the heirs-at-law. Therefore, for the reasons set forth above, and in the best interests of this estate, authority ought to be granted to sell the above-described real property and improvements.

4. There is no surviving spouse of the decedent. However, heirs Devon Schultz Kistler and Chase Schultz Kistler are minors, and their duly appointed conservator, James L. Kistler, has executed a waiver and consent to such sale, the original of which was filed with the petition. In such waiver and consent, the conservator waives notice of any hearing on the petition and consents to the substance thereof, including the sale of the homestead pursuant to Wyo. Stat. §2-7-612(c). Further, in such waiver and consent, the conservator, on behalf of the minor heirs, expressly waives their rights to a holding and distribution of the proceeds of the sale under Wyoming law, pursuant to Wyo. Stat. §2-7-612(d).

5. Filed with the petition were original waivers and consents executed by the other heirs of the decedent, Raesha Schultz Tomsovic, Franklin Minert Schultz, Frances Katherine Schultz, and Robyn Elizabeth Kimble, wherein they each waived notice of any hearing on the petition, and consented to the substance thereof.

6. Petitioner has entered into a contract for the sale of such real property and improvements with Steven A. Teslow and Susan M. Teslow, husband and wife, Sheridan, Wyoming, in the amount of $91,500.00, which exceeds the appraised value of such real property and improvements, less costs of the sale and repairs as outlined in the contract for sale, subject to approval and confirmation by this court, the total sales price being paid in full upon the approval and confirmation of the sale by this court and the delivery by the personal representative of a personal representative's deed from the estate to the purchasers. Such contract for sale is at a price and upon terms advantageous to the above-captioned estate, and the beneficiaries thereof, and ought to be confirmed.

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7. Notice of the filing of the petition, and of this hearing, need not be given by the personal representative since the same has been waived by the parties entitled thereto pursuant to Wyo. Stat. §§ 2-7-615 and 2-7-205(b), as shown by the file of record herein.

WHEREFORE, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the personal representative of the above-captioned estate be, and she hereby is, authorized and directed to sell the above-described real property and improvements, at the price and upon the terms as set forth in the contract for sale attached to the petition, and the court further hereby approves and confirms such contract for sale of real property.

DONE IN OPEN COURT this 12 day of November, 1996.

ORIGINAL SIGNED BY JOHN C. BRACKLEY

DISTRICT JUDGE

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.
Witness my hand this 13th day of Nov., 1996.
DORIS KOBOLD Clerk
By Dana Anderson Deputy

RECORDED NOVEMBER 14, 1996 BK 383 PG 125 NO 241955 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

STEVEN M. GRAY, a married man dealing in his sole and separate property, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **STEVEN M. GRAY and TORI B. GRAY, husband and wife, as tenants by the entirety,** whose address is P.O. Box 495, Dayton, Wyoming 82836, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

A tract of land situated in the SE1/4NW1/4 of Section 32, Township 57 North, Range 86 West of the 6th P.M., Sheridan County, Wyoming, described as follows, to wit:

Beginning at a point, said point being located West 629 feet and South 580 feet from the NE Corner of said SE1/4NW1/4; thence South 230 feet to a point, thence S. 89°29' E. 182 feet to a point, thence N. 0°08' W. 224 feet to a point, thence N. 87°38' W. 181.5 feet to the point of beginning, said tract containing 0.95 acres, more or less

EXCEPTING THEREFROM, a tract of land described as follows:

A tract of land lying in the SE1/4NW1/4 of Section 32, Township 57 North, Range 86 West of the 6th P.M., Sheridan County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a point which lies N. 87°21' W., 442 feet and N. 00°08' W., 535 feet from the center of said Section 32, thence continuing N. 00°08' W., 6 feet to a point; thence N. 89°29' W., 182 feet; thence S. 00°08' E., 6 feet; thence S. 89° 29' E., 182 feet to the point of beginning and containing .025 acres, more or less, said tract having been conveyed by above-named Grantors to Thomas W. Howell by Quitclaim Deed dated July 23, 1983 and recorded on July 25, 1983 in Book 277 of Deeds at Page 25 in the Office of the county Clerk of Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 12th day of November, 1996.

Steven M. Gray

Steven M. Gray

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Steven M. Gray this 12th day of November, 1996.

Witness my hand and official seal.

ROBERT J. CROCKER - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Dec. 15, 1999

Robert J. Crocker
Notary Public

My Commission Expires 12-15-99

RECORDED NOVEMBER 14, 1996 BK 383 PG 127 NO 241959 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

TERESA L. JUROSEK, a single person, and TERRY W. BULKLEY, a single person, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **TAMMI A. STIDHAM, a single person,** whose address is P.O. Box 84, Arvada, WY 82831, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 8, 9, and 10, Block 6, of the Second Addition to Arvada.

A subdivision in Sheridan County, Wyoming, as recorded in Book B of Plats, Page 9.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 14 day of November, 1996.

Teresa L. Jurosek

Teresa L. Jurosek

Terry W. Bulkley

Terry W. Bulkley

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Teresa L. Jurosek and Terry W. Bulkley this 14th day of ~~October~~ November, 1996.

Witness my hand and official seal.

Maureen H. Legerski

Notary Public

My Commission Expires April 26, 1999

MAUREEN H. LEGERSKI - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 4-26-99

RECORDED NOVEMBER 14, 1996 BK 383 PG 128 NO 241965 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

SHERIDAN CHURCH OF GOD, a Wyoming nonprofit corporation, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **CHURCH OF THE LIVING GOD**, a Wyoming nonprofit corporation, grantee, whose address is 329 Park St Sheridan Wy 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

East 50 feet of Lots Nineteen (19), Twenty (20), and Twenty-one (21) of Block One (1), of Coffeen's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS my hand this 14 day of November, 1996.

SHERIDAN CHURCH OF GOD

By: Alan Ziegler
ALAN ZIEGLER,
President and Senior Pastor

ATTEST:
Janell Ziegler
Janell Ziegler
Office Board member

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

(NO(SEAL))

On this 14th day of November, 1996, personally appeared before me, ~~Alan Ziegler~~ BE Brian T. Kinnison a Notary Public within and for the aforesaid County and State, ALAN ZIEGLER, being known to me to be the said ALAN ZIEGLER, and after being duly sworn upon oath, did acknowledge that he was the President and Senior Pastor, of **SHERIDAN CHURCH OF GOD**, a Wyoming non-profit corporation, that the seal affixed thereto is the corporate seal of **SHERIDAN CHURCH OF GOD**, a Wyoming non-profit corporation, that the same was signed on behalf of said corporation by the authority of the board of directors, or trustees thereof, and that the same is the free act and deed of said corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 5-13-98

BRIAN T. KINNISON - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 13, 1998

RECORDED NOVEMBER 14, 1996 BK 383 PG 129 NO 241982 RONALD L. DAILEY, COUNTY CLERK

CERTIFICATE OF SALE

William B. Fitch ~~Robert Shelley~~, Sheriff in and for Sheridan County, Wyoming, does hereby certify that on November 14, 1996 and prior thereto he was and is now the duly qualified and acting Sheriff in and for Sheridan County Wyoming, and that on December 6, 1989, Wayne L. Baker, as Mortgagor(s), executed and delivered to Key Bank of Wyoming, Corner of Midwest and Wolcott, Casper Wyoming, as Mortgagee, his Real Estate Mortgage. Said Mortgage was recorded on December 7, 1989, in the Office of the County Clerk, Sheridan County, Wyoming, Book 267, Page 108, Instrument No. 46417, Records of Sheridan County, Wyoming, on the following described real property, to wit: LOT 3, AND THE EAST 60 FEET OF LOTS 1 AND 2, BLOCK 44, SHERIDAN LAND COMPANY'S ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

The above-described Mortgage was given to secure payment of a Promissory Note of even date therewith in the principal amount of $16,223.00 together with interest on said principal amount at the rate of 10.50 % per annum, both principal and interest due and payable on the first day of each month commencing February 1, 1990, and such monthly payment shall continue until the entire indebtedness evidenced by said Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on January 1, 2001. Said Mortgage was duly recorded in the Office of the County Clerk, Sheridan County, Wyoming.

That no suit or proceeding has been instituted to recover the debt remaining secured by said Mortgage or any part thereof, that said Mortgage contains a power of sale; that default was made in the payment of the mortgage debt and in the conditions of said Mortgage in that said Wayne L. Baker hasfailed and refused to make the payment of principal and interest of said Mortgage, and the Mortgagee elected to declare the entire remaining indebtedness due and payable.

That Notice of Foreclosure Sale was given by the Mortgagee, in the manner and form as required by the statutes of the State of Wyoming, and such Notice was published in the THE SHERIDAN PRESS, a newspaper of general circulation, published in Sheridan, Sheridan County, Wyoming, on September 5, 11, 18, and 25, 1996.

Postponements were run on October 11, 24, and 31, 1996 and November 11, 1996, and that attached hereto marked Exhibit "A", and by this reference made a part hereof is an Affidavit of Publication showing the publication of said Notice and containing a true and correct copy of the said Notice.

That attached hereto, marked Exhibit "B" and made a part hereof by reference is the Affidavit of the attorney in this foreclosure as required by Wyoming Statutes.

The amount of principal due and claimed to be due by the Mortgagee at the time of first publication of foreclosure sale was the sum of $8,833.80 together with accrued interest, attorney's fees, property taxes and additional interest, late charges and miscellaneous charges making a total amount due and owing, including costs and expenses of sale of approximately $13,479.84.

That the time and place specified in said Notice, to wit: On November 14, 1996 at the hour of ten o'clock in the forenoon, the undersigned, ~~Robert Shelley,~~ William B. Frith Sheriff or his Undersheriff of Sheridan County, Wyoming, offered the mortgaged premises for sale at public vendue to the highest bidder for cash, and at said sale the highest bid for the property was made by W.M & JoANN Fry, whose bid was $8000.00 and said purchaser will be entitled to a deed for the mortgaged property hereinabove described at the expiration of the period of redemption, unless the property is redeemed prior to that date as provided by law.

DATED this 14th day of November 1996.

TOM KINNISON NOTARY PUBLIC COUNTY OF SHERIDAN STATE OF WYOMING

~~Robert Shelley~~ William B. Frith
Sheriff of Sheridan County

BY: William B. Frith
Sheriff

STATE OF WYOMING)
)ss.
COUNTY OF Sheridan)

The foregoing instrument was acknowledged before me by William B. Frith, Sheriff in and for Sheridan County, Wyoming, this 14 day of November, 1996.

WITNESS my hand and official seal.

Tom Kinnison
NOTARY PUBLIC

My Commission Expires:
12/14/97

EXHIBIT "B"

AFFIDAVIT

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

Lynn M. Janeway, being first duly sworn, upon her oath, states as follows:

1. That I am an attorney admitted to practice in the State Wyoming.

2. That I am the attorney for Key Bank of Wyoming for the purpose of foreclosing by advertisement and sale that certain Mortgage given by Wayne L. Baker, as Mortgagor(s), to Key Bank of Wyoming, Corner of Midwest and Wolcott, Casper Wyoming, as Mortgagee, dated December 6, 1989, and recorded December 7, 1989, in the Office of the County Clerk, Sheridan County, Wyoming, Book 267, Page 108, Instrument No. 46417, Records of Sheridan County, Wyoming.

3. That Notice to Foreclose the Mortgage by advertisement and sale in accordance with section 34-4-103, W.S. 1977, was given to the record title owners of said property and all parties in possession, if any, of the property which is the subject of this foreclosure sale.

4. That there has been and there is no agreement, express or implied, between me and any other person for any sharing or division of attorney's fees to be added to the debt, and such fee is only compensation for services actually rendered in the foreclosure proceedings by the undersigned.

5. That the amount of attorney's fees incurred and due and owing in this matter for compensation is $750.00, which sum is a reasonable attorney's fee.

FURTHER AFFIANT SAYETH NOT.

Sworn to ~~and~~ subscribed before me by Lynn M. Janeway this 12TH day of November, 1996.

WITNESS my hand and official seal.

Patricia M. Alexander
Notary Public

My Commission Expires: 6/28/98

Baker/Loan # 10832915643

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MEMORANDUM OF PUBLICATION

This legal notice appears in the following issues of The Sheridan Press:

Sept. 5, 11, 18, 25,

_____

_____

_____, 19 96

The Cost for printing said publication is $ 169.40

Please Remit

The Sheridan Press
Box 2006
Sheridan, WY 82801

NOTICE OF REAL ESTATE FORECLOSURE SALE

NOTICE is hereby given that Wayne L. Baker, as Mortgagor(s), executed a Real EState Mortgage to Key Bank of Wyoming, Corner of Midwest and Wolcott, Casper, Wyoming, as Mortgagee, which Mortgage was dated December 6, 1989, and recorded in the Office of the County Clerk, Sheridan County, Wyoming, December 7, 1989, Book 267, Page 108, Instrument No. 46417, Records of Sheridan County, Wyoming.

The amount due and owning as of the date of this Notice is $8,833.80 principal together with 10.50% interest. Interest accrues at the rate of $2.54 per diem.

Default has been made in the terms and conditions of said Mortgage and pursuant to the Mortgage, the Mortgagee is entitled to reasonable attorney's fees together with costs of the mortgage foreclosure. The following described real property secures said Mortgage:

LOT 3, AND THE EAST 60 FEET OF LOTS 1 AND 2, BLOCK 44, SHERIDAN LAND COMPANY'S ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

Pursuant to Section 34-4-101 et seq., Wyoming Statutes, 1997 Republished Edition, the above-described real property will be sold at public vendue by the Sheriff of Sheridan County, Wyoming, at the hour of 10:00 o'clock in the forenoon on October 9, 1996, on the Courthouse steps of Sheridan County. The terms of the sale are cash.

DATED: August 29, 1996

Key Bank of Wyoming
Mortgagee

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

Pub.: Sept. 5, 11, 18, 25, 1996

MEMORANDUM OF PUBLICATION

This legal notice appears in the following issues of The Sheridan Press:

Oct. 11,

_____

_____

_____, 19 96

The Cost for printing said publication is $ 33.28

Please Remit

The Sheridan Press
Box 2006
Sheridan, WY 82801

OF
ALE
sumé sale previous

NOTICE OF POSTPONEMENT OF REAL ESTATE FORECLOSURE SALE

NOTICE is hereby given that the real estate foreclosure sale pr viously set for 10:00 in the forenoon of October 9, 1996 on the cou house steps of Sheridan County, Wyoming, has been postponed 10:00 in the forenoon of October 16, 1996, on the courthouse steps Sheridan County, Wyoming, which foreclosure sale involves that ce tain real estate mortgage to Key Bank of Wyoming, Corner of Midwe and Wolcott, Casper, Wyoming, as Mortgagee, from Wayne L. Bake a single person, as mortgagor, which mortgage was dated December 1989, and recorded on December 7, 1989, Book 267, Page 108, Instr ment No. 46417, Records of Sheridan County, Wyoming, in the offi of the County Clerk of Sheridan County, Wyoming. The mortgage secured by the following described real property, to wit:

LOT 3, AND THE EAST 60 FEET OF LOTS 1 AND 2, BLOC 44, SHERIDAN LAND COMPANY'S ADDITION TO THE TOW NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

The terms of the sale on October 16, 1996 are cash.

DATED this 8th day of October, 1996

Key Bank of Wyoming
Mortgagee

Pub.: Oct. 11, 1996

/33

MEMORANDUM OF PUBLICATION

134

This legal notice appears

in the following issues of

The Sheridan Press:

Oct. 24, 31,

, 19 96

The Cost for printing said

publication is $ 66.55

Please Remit

The Sheridan Press
Box 2006
Sheridan, WY 82801

NOTICE OF POSTPONEMENT OF REAL ESTATE FORECLOSURE SALE

Notice is hereby given that the real estate foreclosure sale previously set for 10:00 in the forenoon of October 16, 1996 on the courthouse steps of Sheridan County, Wyoming, has been postponed to 10:00 in the forenoon of November 7, 1996, on the courthouse steps of Sheridan County, Wyoming, which foreclosure sale involves that certain real estate mortgage to Key Bank of Wyoming, Corner of Midwest and Wolcott, Casper, Wyoming, as Mortgagee, from Wayne L. Baker, a single man, as mortgagor, which mortgage was dated December 6, 1989, and recorded on December 7, 1989, Book 267, Page 108, Instrument No. 46417, Records of Sheridan County, Wyoming, in the office of the County Clerk of Sheridan County, Wyoming. The mortgage is secured by the following described real property, to wit:

LOT 3, AND THE EAST 60 FEET OF LOTS 1 AND 2, BLOCK 44, SHERIDAN LAND COMPANY'S ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

The terms of the sale on November 7, 1996 are cash.

DATED this 21st day of October, 1996.

Key Bank of Wyoming
Mortgagee

Pub.: Oct. 24, 31, 1996

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING }
COUNTY OF SHERIDAN } ss.

I, Sue Goodman,

Clerk

of The Sheridan Press, a daily newspaper of general circulation, published six times a week at Sheridan, Sheridan County, Wyoming; do solemnly swear, that the notice attached hereto and which is a part of this affidavit, was published in said

newspaper 1 times

as follows: Nov. 11,

_____

_____

_____

_____

_____, 1996

that said notice was published in the regular and entire issue of the paper during the period and time of publication, and that the notice was published in the newspaper proper and not in a supplement.

In Testimony Whereof, I have hereunto set my hands this 11th day of November 1996

Sue Goodman

Subscribed and sworn to before me this Eleventh day of November 1996

Notary Public

MY COMMISSION EXPIRES AUG. 22, 1997

NOTICE OF POSTPONEMENT OF REAL ESTATE FORECLOSURE SALE

Notice is hereby given that the real estate foreclosure sale previously set for 10:00 in the forenoon of November 7, 1996 on the courthouse steps of Sheridan County, Wyoming has been postponed to 10:00 in the forenoon of November 14, 1996, on the courthouse steps of Sheridan County, Wyoming, which foreclosure sale involves that certain real estate mortgage to Key Bank of Wyoming; corner of Midwest and Wolcott, Casper Wyoming, as mortgagee, from Wayne L. Baker, a single man, as mortgagor, which mortgage was dated December 6, 1989 and recorded on December 7, 1989, Book 267, Page 108, Instrument No.464175 Records of Sheridan County, Wyoming, in the office of the County Clerk of Sheridan County, Wyoming. The mortgage is secured by the following described real property, to wit.

LOT 3, AND THE EAST 60 FEET OF LOTS 1 AND 2, BLOCK 44, SHERIDAN LAND COMPANY'S ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

the terms of the sale on November 14, 1996 are cash.

Dated this 7th day of November 1996.

Key Bank of Wyoming

Mortgagee

Pub,: November 11, 1996.

135

RECORDED NOVEMBER 14, 1996 BK 383 PG 136 NO 241985 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

SANDRA ARLENE SCOTT SUZOR TRUST D/T/D 5-15-78, FIRST INTERSTATE BANK OF COMMERCE, TRUSTEE, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **ANN MCCLARAN BROWN, a single person,** whose address is 24 River Rock Rd. Sheridan WY 82801 the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 10 of The Meadows, Planned Unit Development.

A subdivision in Sheridan County, Wyoming, as filed in Drawer M of Plats #47 in the Office of the Sheridan County Clerk.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 13th day of November, 1996.

SANDRA ARLENE SCOTT SUZOR TRUST
D/T/D 5-15-78, FIRST INTERSTATE
BANK OF COMMERCE, TRUSTEE

By: Mary Lou Sare
VP x TO

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 13th day of November, 1996, before me personally appeared Mary Lou Sare, to me personally known, who, being by me duly sworn, did say that she is the Trustee of the Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

WITNESS my hand and official seal.

CHRISTINE M. BURLINGAME - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Jan. 1, 1998

Christine M Burlingame
Notary Public

My Commission Expires 1/1/98

RECORDED NOVEMBER 15, 1996 BK 383 PG 137 NO 242081 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

BETTE L. HESS, formerly known as Bette L. Reimers, grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof is hereby confessed and acknowledged, has remised, released and forever quitclaimed, and by these presents does for herself, her heirs, executors and administrators, remise, release and forever quitclaim unto **Bonnie J. Zowada, Timothy D. Reimers, and Tammy L. Heid**, each to have an undivided one third interest, grantees, as tenants in common, their heirs and assigns, forever, all right, title, interest, property, possession, claim and demand as she has or ought to have, in or to all the following described premises, to-wit:

Lot No. 5 in Block 4 of Thurmond's Second Addition to the Town, now City of Sheridan, as platted by George L. Smith and Horace C. Alger.

Said Block is situated in the SW¼SE¼ of Section 27, T.56 N., R. 84W. of the 6th P.M., Sheridan County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said **Bonnie J. Zowada, Timothy D. Reimers, and Tammy L. Heid**, their heirs and assigns, to their own proper use and behoof forever, so that neither **BETTE L. HESS**, nor any person in her name or behalf, or any other person in her name shall, or will, hereafter claim or demand any right or title to the premises or any part thereof; but they or every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, she has hereunto set her hand and seal this 14 day of November, 1996.

Bette L Hess

BETTE L. HESS, formerly known as
Bette L. Reimers

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by BETTE L. HESS, **formerly known as Bette L. Reimers**, this 14 day of November, 1996.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 12/14/99

TOM KINNISON NOTARY PUBLIC COUNTY OF SHERIDAN - STATE OF WYOMING

RECORDED NOVEMBER 15, 1996 BK 383 PG 139 NO 242095 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Marthafern S. Bacon, of the County of Sheridan, State of Wyoming, Grantor, in consideration of the sum of Ten and more Dollars ($10.00) to her in hand paid The City of Sheridan, a Municipal Corporation, of the County of Sheridan, Wyoming, the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for herself, her heirs, executors and administrators, remise, release and forever quitclaim unto the said City of Sheridan, their heirs and assigns, forever, all such right, title and interest, property, possession, claim and demand, as they have or ought to have, in or to all of the following described premises, to-wit:

> That portion of Lot 10, Block 6, Western Addition to the City of Sheridan, Sheridan County, Wyoming; said portion being more particularly described as follows:
>
> Beginning at the northeast corner of said Lot 10: thence S00°49'21"W, 53.93 feet along the east line of said Lot 10 to a point, said lying on the westerly right of way line of Vale Boulevard; thence N12°12'17"W, 55.29 feet along said westerly right of way line to a point, said point lying on the north line of said Lot 10; Thence S89°27'16"E, 12.46 feet along the north line of said Lot 10 to the POINT OF BEGINNING;
>
> Containing 336.08 square feet of land more or less.
>
> *Basis of Bearings is Wyoming State Plane (East Central Zone).*

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said City of Sheridan, their heirs and assigns, to their and their own proper use and behoof forever. So that Marthaferne S. Bacon, or any other person in her name or behalf, or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 1st day of November, 1996.

Marthafern S. Bacon
MARTHAFERN S. BACON

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

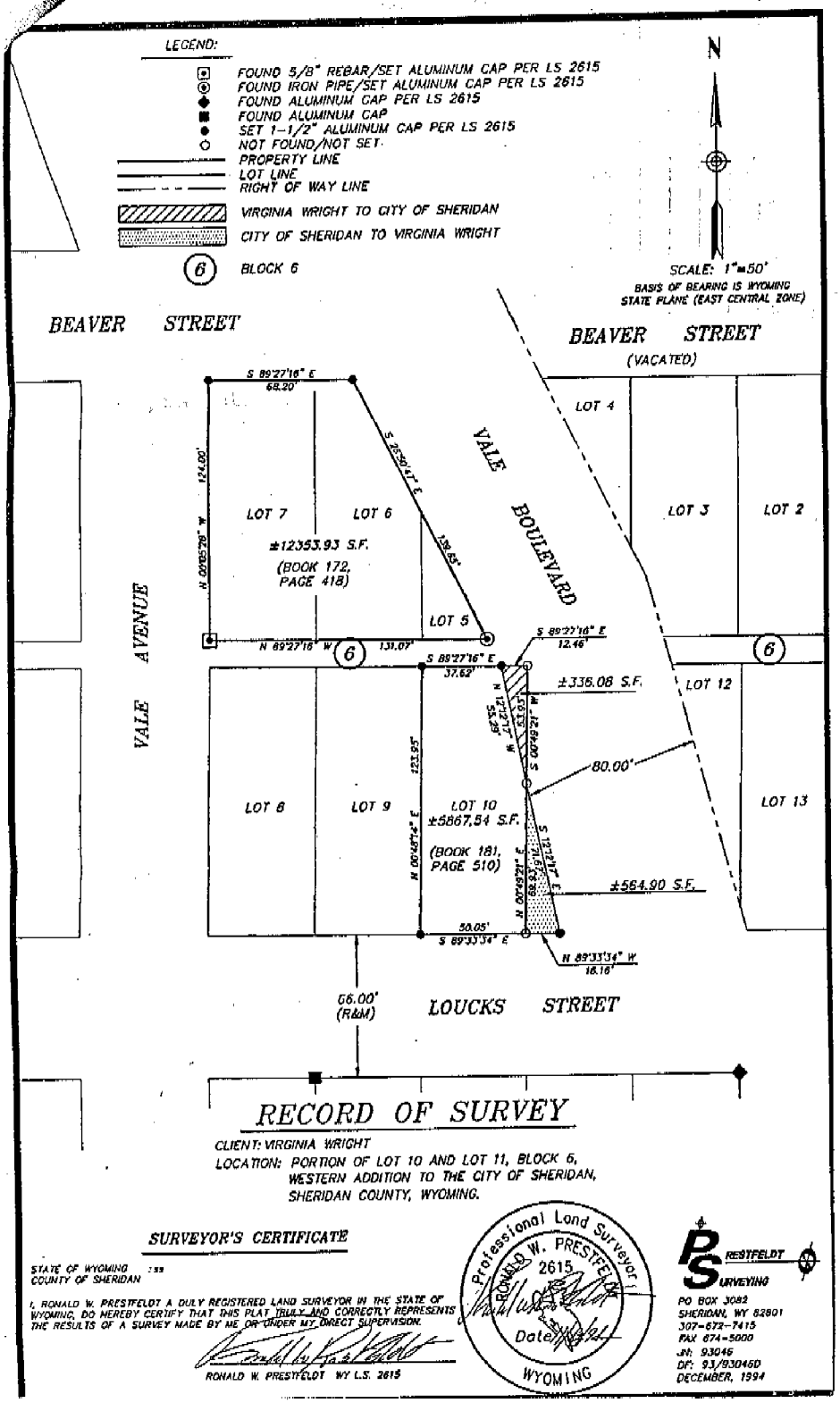
The foregoing instrument was acknowledged before me by Marthafern S. Bacon, this 1st day of November, 1996.

Witness my hand and official seal.

Deborah A. Wood
Notary Public

My Commission Expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires 1-23-2000



RECORD OF SURVEY

CLIENT: VIRGINIA WRIGHT

LOCATION: PORTION OF LOT 10 AND LOT 11, BLOCK 6, WESTERN ADDITION TO THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

SURVEYOR'S CERTIFICATE

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

I, RONALD W. PRESTFELDT A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

RONALD W. PRESTFELDT WY L.S. 2615

Professional Land Surveyor RONALD W. PRESTFELDT 2615 Date WYOMING

PRESTFELDT SURVEYING
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

JN: 93046
DF: 93/93046D
DECEMBER, 1994

142

RECORDED NOVEMBER 15, 1996 BK 383 PG 142 NO 242120 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED TO TRUSTEE

JEANNE M. BERGER, a single woman, (herein referred to as "Grantor"), whose address is 1798 Meadowlark Lane, Sheridan, WY 82801, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to **JEANNE M. BERGER, TRUSTEE OF THE JEANNE M. BERGER TRUST UNDER DECLARATION OF TRUST DATED NOVEMBER 7, 1996**, whose address is 1798 Meadowlark Lane, Sheridan, WY 82801, all of Grantor's interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Lot 7, Sparrow Hawk Hill One, a subdivision in Sheridan County, Wyoming as recorded in Book 1 of Plats, page 216.

TOGETHER WITH all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Dated this 7th day of Nov., 1996.

Jeanne M. Berger

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed was subscribed, sworn to and acknowledged before me this 7th day of November, 1996, by Jeanne M. Berger.

WITNESS my hand and official seal.

Notary Public

My Commission expires: March 7, 1997

RECORDED NOVEMBER 15, 1996 BK 383 PG 143 NO 242121 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ROBERT F. ERNST AND LINDA H. ERNST, TRUSTEES OF THE ROBERT F. ERNST TRUST UNDER AGREEMENT DATED JANUARY 5, 1994, and LINDA H. ERNST AND ROBERT F. ERNST, TRUSTEES OF THE LINDA H. ERNST TRUST UNDER AGREEMENT DATED JANUARY 5, 1994, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and warrant to **CRAIG A. SCHECKLA and KAREN A. SCHECKLA,** husband and wife as tenants by the entireties, (herein referred to as "Grantees"), whose address is P. O. Box 671, Sheridan, WY 82801, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Tract No. 6 of Helsberg Subdivision of a tract of land situated in the South Half of the Northeast Quarter of Section 32, Township 54 North, Range 85 West, of the 6th P.M., Sheridan County, Wyoming, together with all improvements situated thereon.

SUBJECT TO restrictions recorded in Book 144 of Deeds, Page 438, in the office of the County Clerk of Sheridan County, Wyoming.

SUBJECT FURTHER to all utility easements, restrictive covenants, mineral reservations, zoning restrictions and building restrictions of record and all encroachments of sight or record.

TOGETHER WITH all water rights belonging thereunto, and together with rights of ingress and egress over and across the road known as "Tepee Trail" to the County Road.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 15th day of November, 1996.

Robert F. Ernst, Trustee of the Robert F. Ernst Trust under agreement dated January 5, 1994 and Trustee of the Linda H. Ernst Trust under agreement dated January 5, 1994.

Linda H. Ernst, Trustee of the Linda H. Ernst Trust under agreement dated January 5, 1994 and Trustee of the Robert F. Ernst Trust under agreement dated January 5, 1994

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 15th day of November, 1996, by Robert F. Ernst and Linda H. Ernst, Trustees of the Robert F. Ernst Trust under agreement dated January 5, 1994, and Trustees of the Linda H. Ernst Trust under agreement dated January 5, 1994.

WITNESS my hand and official seal.

Notary Public

My Commission expires: March 17, 1997

144

RECORDED NOVEMBER 15, 1996 BK 383 PG 144 NO 242123 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DAVID A. DOWNES AND AUDREY R. DOWNES, TRUSTEES OF THE DOWNES FAMILY TRUST UNDER AGREEMENT DATED JULY 13, 1982, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and warrant to **CRAIG A. SCHECKLA and KAREN A. SCHECKLA,** husband and wife as tenants by the entireties, (herein referred to as "Grantees"), whose address is P. O. Box 671, Sheridan, WY 82801, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Tract No. 7 of Helsberg Subdivision of a tract of land situated in the South Half of the Northeast Quarter of Section 32, Township 54 North, Range 85 West, of the 6th P.M., Sheridan County, Wyoming, together with all improvements situated thereon.

SUBJECT TO restrictions recorded in Book 144 of Deeds, Page 438, in the office of the County Clerk of Sheridan County, Wyoming.

SUBJECT FURTHER to all utility easements, restrictive covenants, mineral reservations, zoning restrictions and building restrictions of record and all encroachments of sight or record.

TOGETHER WITH all water rights belonging thereunto, and together with rights of ingress and egress over and across the road known as "Tepee Trail" to the County Road.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 12th day of November, 1996.

David A. Downes, Trustee of the
Downes Family Trust under agreement
dated July 13, 1982

Audrey R. Downes, Trustee of the
Downes Family Trust under agreement
dated July 13, 1982

STATE OF ~~WYOMING~~ California)
: ss.
County of ~~Sheridan~~ Butte)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 12th day of November, 1996, by David A. Downes and Audrey R. Downes, Trustees of the Downes Family Trust under agreement dated July 13, 1982.

WITNESS my hand and official seal.

Notary Public

My Commission expires: June 23, 2000

MARGARET YINGST
COMM. # 1103028
NOTARY PUBLIC-CALIFORNIA
COUNTY OF BUTTE
My Comm. Expires June 23, 2000

RECORDED NOVEMBER 15, 1996 BK 383 PG 145 NO 242129 RONALD L. DAILEY, COUNTY CLERK

PERSONAL REPRESENTATIVES' DEED

****

This Personal Representative's Deed is made and executed this 19 day of August, 1996, by and among ROBERT F. KNOTT and DONNA BOSWELL, of 594 West Tarpon Blvd., Port Charlotte, FL 33952 the Personal Representatives of the Estate of Pauline M. Isaacson, Deceased, herein sometimes referred to as "Grantor" and Scott Fairchild, a single person, whose address is 804 E. 8th Street, Sheridan, WY 82801, herein sometimes referred to as "Grantee."

WITNESSETH, That:

WHEREAS, PAULINE M. ISAACSON died in Gillette, Wyoming, on December 18, 1995, and the Grantors were appointed Personal Representatives of the Estate of Pauline M. Isaacson on January 10, 1996, and Letters Testamentary were duly issued by the Clerk of the District Court in and for the Fourth Judicial District, Sheridan County, Wyoming, to the Grantors, naming the Grantors as the Personal Representatives of the Estate of Pauline M. Isaacson, Deceased, Probate No. P11-1-96, Fourth Judicial District, Sheridan County, Wyoming; and

WHEREAS, the Grantors did obtain Court authority to sell the hereinafter described property to the Grantee for the sum of Forty Thousand Dollars ($40,000.00), the said Order having been entered by the Court on August 22, 1996; and

NOW, THEREFORE, in consideration of the sum of Forty Thousand Dollars ($40,000.00) to be paid to the Grantors by the Grantee, the receipt and sufficiency of which is hereby

acknowledged and confessed, Grantors hereby sell, assign and convey unto the Grantee, his heirs, successors and assigns, the following described property located at 426 A Street, in Sheridan, Wyoming, and being more particularly described as follows:

Lot 12, Block 54 of Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all appurtenances thereto and subject to all restrictions, reservations and rights-of-way of record, and all of the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, which Pauline M. Isaacson, Deceased, had in her lifetime and at the time of her death, and which the Grantors have, by virtue of the Last Will and Testament of Pauline M. Isaacson, or otherwise, of, in and to the above-granted premises, and every part and parcel thereof, with all appurtenances thereto.

TO HAVE AND TO HOLD all the above-granted premises, together with all appurtenances thereto, and every part thereof, unto the Grantee, his heirs, successors and assigns forever.

The Grantors, for themselves, their heirs, executors, and administrators, agree with the Grantee that they are the lawfully appointed Personal Representatives of the Estate of Pauline M. Isaacson, Deceased, and have full power and authority to convey as aforesaid. And the Personal Representatives do further covenant that they have in all respects made this conveyance pursuant to authority granted to them in the Last Will and Testament of Pauline M. Isaacson, and by authority of a Court Order authorizing this transaction dated 11-15-96, made in The Matter of the

Estate of Pauline M. Isaacson, Deceased, Probate No. P11-1-96. Fourth Judicial District, Sheridan County, Wyoming, and that they have not done or suffered any act since they became the Personal Representatives as aforesaid whereby the above-granted premises, or any part thereof, are now, or at any time hereafter, shall or may be impeached, charged, or encumbered in any manner whatsoever.

IN WITNESS WHEREOF, Robert F. Knott and Donna Boswell, the Personal Representatives of the Estate of Pauline M. Isaacson, have executed this Personal Representatives' Deed at Sheridan, Wyoming, on the day and year first above written.

Robert F. Knott
Personal Representative of the
Estate of Pauline M. Isaacson

Donna Boswell
Personal Representative of the
Estate of Pauline M. Isaacson

STATE OF WYOMING)
) ss.
County of Sheridan)

The within and foregoing Personal Representatives' Deed was acknowledged before me this 14 day of August, 1996, by Robert F. Knott, known to me to be the Personal Representative of the Estate of Pauline M. Isaacson, and who acknowledged before me that he executed the within and foregoing instrument as the free act and deed of the Personal Representative of the Estate of Pauline M. Isaacson, Deceased.

WITNESS my hand and official seal.

Lacey D. Ahrens
Notary Public

My Commission expires: _____

LACEY D. ...
County of Sheridan
State of Wyoming
My Commission Expires April 8, 1999

STATE OF TEXAS)
) ss.
County of El Paso)

The within and foregoing Personal Representatives' Deed was acknowledged before me this 19 day of August, 1996, by Donna Boswell, known to me to be the Personal Representative of the Estate of Pauline M. Isaacson, and who acknowledged before me that she executed the within and foregoing instrument as the free act and deed of the Personal Representative of the Estate of Pauline M. Isaacson, Deceased.

WITNESS my hand and official seal.

Notary Public

My Commission expires: 10-24-99

RECORDED NOVEMBER 15, 1996 BK 383 PG 149 NO 242133 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

MARK G. HAWKINS and DENISE M. HAWKINS, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **MATTHEW J. FORD and MONICA L. FORD, husband and wife as tenants by the entirety,** whose address is 13 Kelly Drive, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

The East 120 feet of Lot 13, and the East 120 feet of the North 24 feet of Lot 14, of Helvey Subdivision of Lots 1 and 2, Block 4, Fifth Vale Avoca Place, an Addition to the Town, now city of Sheridan, Sheridan County, Wyoming.

Also including an easement over the East 10 feet of Lots 29, 30, 31, and 32; the West 30 feet of Lots 13, 14, 15 and 16; the South 20 feet of the East 120 feet of Lot 14; and the North 20 feet of the East 120 feet of Lot 15; all in the Helvey Subdivision of Lots 1 and 2, Block 4, Fifth Vale Avoca Place, an Addition to the Town, now city of Sheridan, Sheridan County Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 15th day of November, 1996.

Mark G. Hawkins

Denise M. Hawkins

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Mark G. Hawkins and Denise M. Hawkins this 15th day of November 1996.

Witness my hand and official seal.

E. MARIE BRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

E. Marie Wright
Notary Public

My Commission Expires 6-18-2005

150

RECORDED NOVEMBER 18, 1996 BK 383 PG 150 NO 242141 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that T. GWYN STRAND and AVERIL STRAND, Husband and Wife, Grantors, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, convey and quitclaim unto LOIS STRAND and DALE E. STRAND as joint tenants with the right of survivorship, Grantees, whose address is 415 Adkins Ave., Sheridan, Wyoming 82801 their heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as they have or ought to have in and to all the following described real estate, situate in Sheridan County, State of Wyoming, to wit:

The South 140 feet of Lot 7 of the Amended Plat and Subdivision of Tracts 16 through 20 of Adkins Valley Subdivision, a subdivision of the East 990 feet of the W1/2SW1/4 of Section 11, Township 55 North, of Range 84 West of the 6th P.M. in Sheridan County, Wyoming.

TOGETHER with all improvements situate thereon and all water and ditch rights appurtenant thereto.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS thereof, we have hereunto set our hands this 30 day of October, 1996.

T. Gwyn Strand

T. Gwyn Strand

Averil Strand

Averil Strand

STATE OF COLORADO)
) ss.
County of LARIMER)

The foregoing Quitclaim Deed was acknowledged before me by T. Gwyn Strand and Averil Strand, Husband and Wife, this 30th day of October, 1996.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 6/30/97

RECORDED NOVEMBER 18, 1996 BK 383 PG 152 NO 242167 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DONALD A. JANDREAU and GRACE E. JANDREAU, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **STANLEY PLOTT and JANETTE F. PLOTT, husband and wife, as tenants by the entirety,** whose address is _____, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 3, Block 19, Coffeen Addition and part of Lot 2, Block 19, Coffeen Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, described as follows:

Beginning at the Southeast corner of said Lot 2, thence North 35 feet to a point; thence West 57 feet to a point; thence South 9 feet 6 inches to a point; thence West 63 feet to a point; thence South 25 feet 6 inches to the South line of said Lot; thence East 120 feet to the point of beginning.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 15 day of November, 1996.

Donald A. Jandreau
Donald A. Jandreau

Grace E. Jandreau
Grace E. Jandreau

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Donald A. Jandreau and Grace E. Jandreau this 15 day of November, 1996.

Witness my hand and official seal.

NANCY SCHAFER - NOTARY PUBLIC County of Sheridan State of Wyoming My Commission Expires Sept 15 1997

Amy Schaefer
Notary Public

My commission expires Sept. 15, 1997

RECORDED NOVEMBER 18, 1996 BK 383 PG 153 NO 242173 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

WOODROW HARRY JENSEN and DIANE THERESA JENSEN, husband and wife, GRANTORS, of Scotts Bluff County, State of Nebraska, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **HAIL KENNETH LOVELL, JR. and CHRISTINA K. LOVELL, husband and wife,** whose address is 1871 Minuteman Court, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 5, Block 3, Colony South 2nd Addition.

A subdivision in Sheridan County, Wyoming as recorded in Book 1 of Plats, Page 152.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 11 day of Nov, 1996.

Woodrow Harry Jensen

Diane Theresa Jensen

STATE OF NEBRASKA)
) ss
COUNTY OF Scotts Bluff)

The foregoing instrument was acknowledged before me by Woodrow Harry Jensen and Diane Theresa Jensen this 11th day of Nov, 1996.

Witness my hand and official seal.

Harriett A. Aden
Notary Public

My Commission Expires 11-20-96

GENERAL NOTARY
State of Nebraska
HARRIETT A. ADEN
My Comm. Exp. Nov. 20, 1996

154

RECORDED NOVEMBER 18, 1996 BK 383 PG 154 NO 242176 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

THAD L. MITCHELL and INA M. MITCHELL, husband and wife, (herein referred to as "Grantors"), whose address is P. O. Box 9, Story, Wyoming 82842, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and warrant to COURTNEY CAPLAN, a single woman, (herein referred to as "Grantee"), whose address is P. O. Box 124, Story, Wyoming 82842, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

> Lot 1 of the Mitchell 2nd Subdivision, a subdivision in Sheridan County, Wyoming.
>
> TOGETHER WITH all improvements located thereon or appurtenant thereto.
>
> RESERVING UNTO GRANTORS one-half (1/2) of all oil, gas and other minerals which Grantor's own.
>
> SUBJECT, HOWEVER, to all easements for utilities, building and zoning regulations, city, state and county subdivision regulations, reservations, restrictions and easements of record and any unrecorded ditch easements.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 30th day of October, 1990.

Thad L Mitchell
Thad L. Mitchell

Ina M. Mitchell
Ina M. Mitchell

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 30th day of October, 1990 by Thad L. Mitchell and Ina M. Mitchell.

WITNESS my hand and official seal.

Notary Public

My Commission expires: May 19, 1991

RECORDED NOVEMBER 18, 1996 BK 383 PG 155 NO 242186 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DAISY D. REIMERS, formerly DAISY D. CASKEY, and Phil B. Reimers, wife and husband, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **BILLIE M. CASKEY, a single person, and JOHN G. LIEUALLEN, a single person, as joint tenants with right of survivorship,** whose address is 665 Sumner Avenue, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 12, Block 18, Coffeen's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this _____ day of November, 1996.

Daisy D. Reimers
Daisy D. Reimers

Phil B. Reimers
Phil B. Reimers

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Daisy D. Reimers and Phil B. Reimers this 15th day of November, 1996.

Witness my hand and official seal.

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires May 22, 2000

Barbara J. Jones
Notary Public

My Commission Expires May 22, 2000

156

RECORDED NOVEMBER 18, 1996 BK 383 PG 156 NO 242207 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

FALCON RIDGE LLC, a Wyoming Limited Liability Company, (herein referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to **ELIZABETH A. HIGGINS, a single person,** (herein referred to as "Grantee"), whose address is 444 FALCON RIDGE COURT, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Lot 25 of the Falcon Ridge Development, a subdivision in Sheridan County, Wyoming, as recorded December 12, 1994, in Drawer F, Plat #13.

TOGETHER WITH all improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER, to all utility easements, restrictive covenants, mineral reservations, zoning restrictions and building restrictions of record.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 14th day of November, 1996.

FALCON RIDGE, LLC

Dixie J. See

Dixie J. See

Kenneth A. Decker

Kenneth A. Decker

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 14th day of November 1996, by Dixie J. See and Kenneth A. Decker.

WITNESS my hand and official seal.

E. Marie Albright

Notary Public

My commission expires: 6-18-2000

E. MARIE ALBRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED NOVEMBER 18, 1996 BK 383 PG 157 NO 242208 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

LINDA J. DURFEE, a single person, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **KATHY A. IRISH, a single person**, grantee, whose address is 429 Canby Street, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots Ten (10), Eleven (11), and the South 12 1/2 feet of Lot Twelve (12), Block Nineteen (19), Coffeen's Second Addition to the City of Sheridan, Sheridan County, Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS my hand this 18th day of November, 1996.

Linda J. Durfee
LINDA J. DURFEE

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by LINDA J. DURFEE, this 18th day of November, 1996.

WITNESS my hand and official seal.

B. T. K.
NOTARY PUBLIC

My Commission Expires: 5-13-98

BRIAN T. KINNISON - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires May 13, 1998

KeyBank

Key Bank of Wyoming
CHEYENNE - DOWNTOWN
P.O. BOX 648
CHEYENNE, WY 82001
307-771-3400 (Lender)

158

MID

ASSIGNMENT OF RENTS AND LEASES

RECORDED NOVEMBER 18, 1996 BK 383 PG 158 NO 242214 RONALD L. DAILEY, COUNTY CLERK

MORTGAGOR	BORROWER
R.F. LEASING, A GENERAL PARTNERSHIP COMPRISED OF PAUL A. RECHARD AND DOYLE M. FRITZ	RF LEASING
ADDRESS: 611 SKYLINE DRIVE LARAMIE, WY 82070	ADDRESS: 611 SKYLINE DRIVE LARAMIE, WY 82070
TELEPHONE NO.: 307-742-0031 IDENTIFICATION NO.: 83-0271580	TELEPHONE NO.: 307-742-0031 IDENTIFICATION NO.: 83-0271580

OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
CKK	VARIABLE	$424,000.00	11/14/96	08/14/97	11828	1000101

1. ASSIGNMENT. In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), which is secured by a Mortgage, Mortgagor, identified above, absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the real property described in Schedule A (the "Premises") (including extensions, renewals and subleases), all agreements for use and occupancy of the Premises (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Premises including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Premises, all proceeds payable as a result of a lessee's exercise of an option to purchase the Premises all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Premises (all of the above are hereafter collectively referred to as the "Rents"). This Assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Mortgage.

2. COVENANTS OF MORTGAGOR. Mortgagor covenants and agrees that Mortgagor will:

a. Observe and perform all the obligations imposed upon the landlord under the Leases.
b. Refrain from discounting any future Rents or executing any future assignment of the Leases or collect any Rents in advance without the written consent of Lender.
c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of Rent payments.
d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.
e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.
f. Comply with all applicable federal, state and local laws and regulations concerning the Premises, including but not limited to all environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

3. REPRESENTATIONS OF MORTGAGOR. Mortgagor represents and warrants to Lender that:

a. The tenants under the Leases are current in all Rent payments and are not in default under the terms of any of the Leases.
b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Mortgagor or any assignee of Mortgagor.
c. No Rents or security deposits under any of the Leases have previously been assigned by Mortgagor to any party other than Lender.
d. Mortgagor has not accepted, and will not accept, Rent in excess of one month in advance under any of the Leases.
e. Mortgagor has the power and authority to execute this Assignment.
f. Mortgagor has not performed any act or executed any instrument which might prevent Lender from collecting Rents and taking any other action under this Assignment.

4. MORTGAGOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Mortgagor securing the Note, this Assignment or any other present or future obligation of Borrower or Mortgagor to Lender **(whether incurred for the same or different purposes)** ("Obligations"), Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution.

5. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Premises and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Premises and the management and operation of the Premises. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents, received, and any unpaid amounts shall be added to the principal of the Note. These amounts, together with other costs, shall become part of the indebtedness secured by the Mortgage and for which this Assignment is given.

6. APPOINTMENT OF RECEIVER. In the event of a default, Lender shall be entitled, without notice, without bond, and without regard to the adequacy of the collateral securing the Obligations to the appointment of a receiver for the Premises. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Lender under the Mortgage and this Assignment.

7. POWER OF ATTORNEY. Mortgagor irrevocably authorizes Lender as Mortgagor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the Premises to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the Premises as Lender may deem proper. The receipt by Lender of any Rents under this Assignment after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

8. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Mortgagor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including any costs and expenses to the extent permitted by applicable law, shall be secured by the Mortgage and for which this Assignment was given. Mortgagor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Mortgagor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS. A written demand by Lender to the tenants under the Leases for the payment of Rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of Rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Mortgagor. Mortgagor hereby releases the tenants from any liability for any Rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

STATE OF WYOMING
COUNTY OF
On this day of

10. **INDEPENDENT RIGHTS.** This Assignment and the powers and rights granted are separate and indep... Mortgage and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage... the Mortgage and shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assig... conjunction with the Mortgage.

11. **MODIFICATION AND WAIVER.** The modification or waiver of any of Mortgagor's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. Lender may perform any of Mortgagor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's obligations under this Assignment shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Mortgagor or third party or any of its rights against any Mortgagor, third party or collateral.

12. **NOTICES.** Except as otherwise required by law, any notice or other communication to be provided under this Assignment shall be in writing and sent to the parties at the addresses indicated in this Assignment or such other address as the parties may designate in writing from time to time.

13. **SEVERABILITY.** If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

14. **COLLECTION COSTS.** To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants) which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Agreement or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions whether or not any attorney is an employee of Lender.

15. **MISCELLANEOUS.**

a. A default by Mortgagor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.

b. A violation by Mortgagor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.

c. This Assignment shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

d. This Assignment shall be governed by the laws of the state indicated in the address of the Premises. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction of any court selected by Lender in its sole discretion located in the state indicated in Lender's address in the event of any legal proceeding under this Assignment.

e. This Assignment is executed for business purposes. All references to Mortgagor in this Assignment shall include all persons signing below. If there is more than one Mortgagor, their obligations shall be joint and several. This Assignment represents the complete and integrated understanding between Mortgagor and Lender pertaining to the terms hereof.

16. **JURY TRIAL WAIVER. GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.**

17. **ADDITIONAL TERMS.**

MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.

Dated: **NOVEMBER 14, 1996**

MORTGAGOR: **R.F. LEASING, A GENERAL PARTNERSHIP**
DOYLE M. FRITZ
PAUL A. RECHARD
PARTNER

MORTGAGOR: **COMPRISED OF PAUL A. RECHARD AND**

MORTGAGOR: **R.F. LEASING, A GENERAL PARTNERSHIP**
DOYLE M. FRITZ
DOYLE M. FRITZ
PARTNER

MORTGAGOR: **COMPRISED OF PAUL A. RECHARD AND**

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

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STATE OF WYOMING)
) ss:
COUNTY OF Sheridan)

On this 13 day of November 1996 before me personally appeared Kayle M Fultz

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Given under my hand and seal this 13 day of November 1996.

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss:
COUNTY OF)

On this _____ day of _____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he/she/they are the _____, respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

Given under my hand and notarial seal this _____ day of _____.

Notary Public

My Commission Expires:

SCHEDULE A

The street address of the Premises (if applicable) is: LOT 4 KING NEIGHBORS ADD
SHERIDAN, WY 82801

The legal description of the Premises is:
LOT 4 OF THE KING-NEIGHBORS ADDITION, A SUBDIVISION IN SHERIDAN COUNTY, WYOMING AS FILED IN DRAWER K, PLAT # 19.

LOCATED AT: LOT 4 KING NEIGHBORS ADD, SHERIDAN, WYOMING

THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO LENDER

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RECORDED NOVEMBER 18, 1996 BK 383 PG 161 NO 242230 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ROBERT FELDE and SHEREE J. FELDE, formerly SHEREE J. SMART, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **LINDA J. DURFEE, a single person,** whose address is 807 East Heald, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 7 and 8, Block 6, Gillette's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 18th day of ~~August~~ November, 1996.

Robert Felde
Robert Felde

Sheree J. Felde
Sheree J. Felde

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Robert Felde and Sheree J. Felde this 18th day of ~~August~~ November, 1996.

Witness my hand and official seal.

E. Marie Wright
Notary Public

My Commission Expires 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED NOVEMBER 18, 1996 BK 383 PG 162 NO 242232 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

RONNIE J. RABE, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **FORREST PRIDE JOHNSON and MARIE OAKLEY JOHNSON, husband and wife, as tenants by the entirety,** whose address is P.O. Box 942 Pinedale, WY 82941, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 2 and 3, Country Corner Subdivision.

A subdivision in Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 15th day of November, 1996.

Ronnie J. Rabe

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Ronnie J. Rabe this 15th day of November, 1996.

Witness my hand and official seal.

E. Marie Wright
Notary Public

My Commission Expires 6-18-2000

RECORDED NOVEMBER 18, 1996 BK 383 PG 163 NO 242233 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ROYCE A. CORNELL, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **GERALD F. FOSSUM, a married man as his sole and separate property,** whose address is 968 West Halbert Street, Ranchester, Wyoming 82839, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 3, Block 4 of the Replat of Tongue River Estates.

A subdivision in Sheridan County, Wyoming as recorded in Book 1 of Plats, Page 302.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 17th day of October, 1996.

Royce A. Cornell

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Royce A. Cornell this 17th day of October, 1996.

Witness my hand and official seal.

JOAN CURTIS NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

Joan Curtis
Notary Public

My Commission Expires 12-10-96

RECORDED NOVEMBER 18, 1996 BK 383 PG 164 NO 242239 RONALD L. DAILEY, COUNTY CLERK

This Instrument Filed for Record on the .....day of....., 19..... at.....o'clock .....M. and Recorded in Book..... of..... Page..... NO..... County Clerk

WARRANTY DEED

JAMES COLLINS, a single person

grantor, of Sheridan County, and State of Wyoming, for and in consideration of Ten Dollars and other good and valuable consideration DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO BEN ROSS

grantee, of Sheridan County and State of Wyoming the following described real estate, situate in Sheridan County and State of Wyoming, to-wit: A tract of land located within the SE1/4SE1/4 of section 21, T 54 N, R 77 W, 6th P.M., Sheridan County, Wyoming described as follows:

Beginning at a point on the westerly line of said SE1/4SE1/4 said point being located S 34° 08' 27" W, 2388.95 feet from the E¼ corner of said Section 21; thence along said westerly line, N 0° 18' 02" W, 248.61 feet to a point; thence leaving said westerly line, N 65° 38' 22" E, 925.22 feet to a point; thence S 16° 07' 47" E, 229.37 feet to a point; thence S 65° 38' 22"W, 993.74 feet to a point of beginning. Said tract contains 5.00 acres, more or less.

ALSO including a roadway easement for access which is 60 feet wide and is described as follows:

Beginning at a point on the westerly line of said SE¼SE¼, said point being located S 34° 08' 27" W, 2388.95 feet from the E¼ corner of said Section 21; thence along said westerly line, S 0° 18' 02" E, 349.78 feet to the northerly line of Upper Powder River Road; thence along said northerly line, S 31° 54' 02" E, 114.51 feet to a point; thence leaving said northerly line, N 0° 18' 02" W, 474.10 feet to a point; thence S 65° 38' 22" W, 65.71 feet to the point of beginning. Said easement contains 0.57 acres, more or less.

A plat indicating the location of the above described tract together with the easement is attached hereto and marked Exhibit "A" and by reference thereto made a part hereof.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS my hand this 12 day of July, 19 96 M.N.

James N. Collins

JAMES N. COLLINS

Attest Seal:

STATE OF Wyoming } ss.
COUNTY OF Sheridan }

The foregoing instrument was acknowledged before me by JAMES COLLINS, a single person

this 12 day of July, 19 96 M.N.

Witness my hand and official seal.

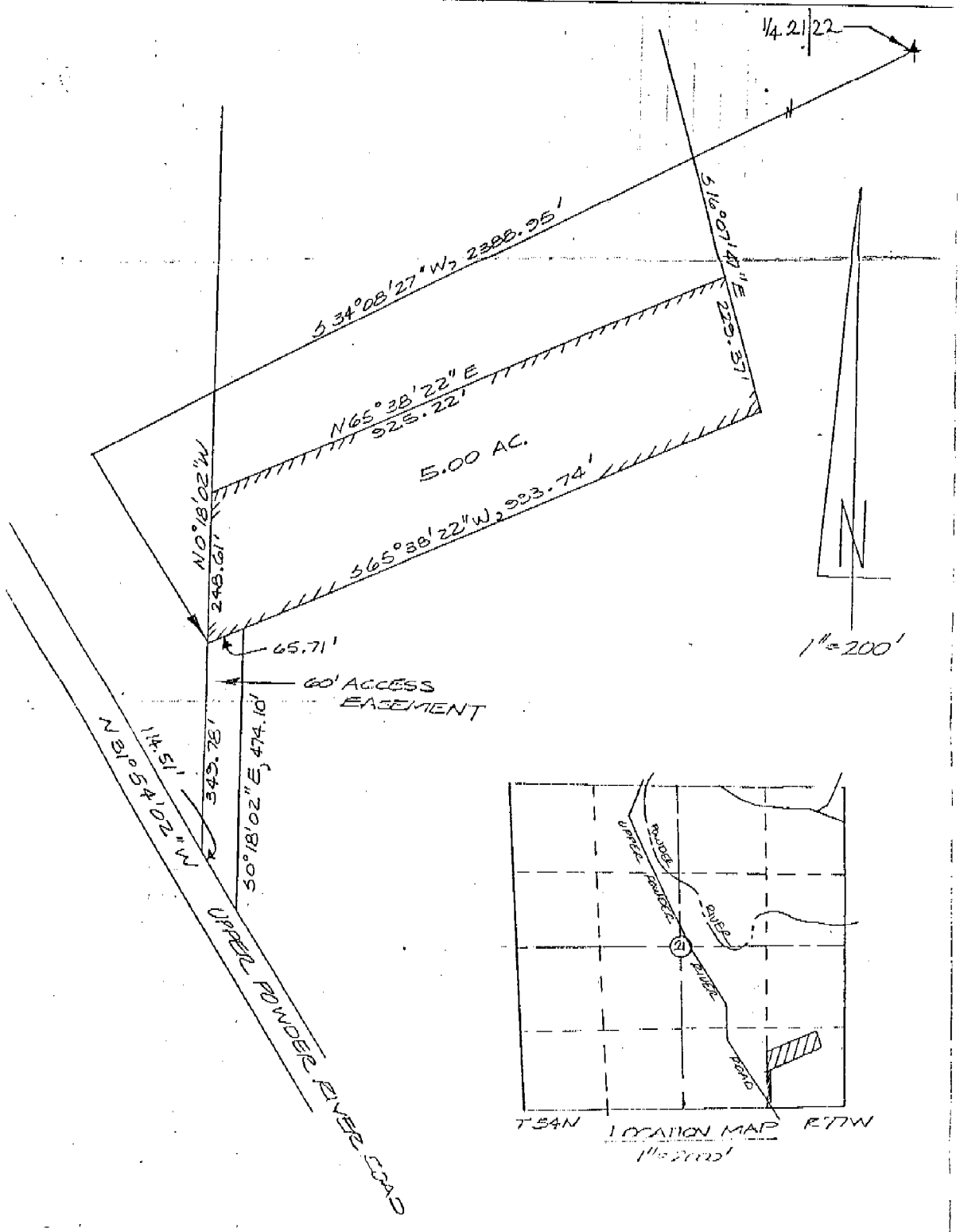
My Commission expires: 3/10/99

Lynda Shirroffs Notary Public

County of Johnson State of Wyoming

My Commission Expires: Mar. 10, 1999

Title of Officer



MAP
SHOWING TRACT OF LAND IN SE¼ SE¼ OF SEC. 21, T54N, R77W, SHERIDAN COUNTY, WY.

PILGRIM ENGINEERING AND SURVEYING, INC.

77-192 8-9-78

EXHIBIT "A"

RECORDED NOVEMBER 19, 1996 BK 383 PG 166 NO 242249 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

THE TOWN OF DAYTON, Grantor, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, conveys and quitclaims to **BRUCE BARTHOLOMEW and** ELEANOR **BARTHOLOMEW**, husband and wife, Grantees, whose address is P. O. Box 250, Dayton, Wyoming 82836, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

A portion of Second Avenue, Town of Dayton, Wyoming being more particularly described as follows:

Beginning at the northeast corner of Nate Croghan Addition, Town of Dayton. Said point being northerly line of Second Avenue; thence West 125.00' along said northerly line; thence 15.00' south; thence 125.00' east; thence 15.00' north to the point of beginning. Said tract contains 0.04 acres, more or less.

TOGETHER with all improvements and appurtenances situate thereon.

SUBJECT to all easements, reservations, restrictions and covenants of record, including rights-of-way for public utilities.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 4th day of November, 1996.

THE TOWN OF DAYTON

By: Art Badgett, Mayor

ATTEST:

Town Clerk

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 4 day of September, 1996, by Art Badgett, Mayor of **THE TOWN OF DAYTON**, Grantor.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: September 5, 2000.

RECORDED NOVEMBER 19, 1996 BK 383 PG 168 NO 242265 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

WILLIAM W. STRATMAN and JOAN E. STRATMAN, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **MELVIN L. HILDEBRAND and BEVERLEY D. HILDEBRAND, husband and wife, as tenants by the entirety,** whose address is 7962 Vernon Ave., Omaha, Ne. 68134, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Exhibit "A"

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Together with all water and water rights adjudicated thereto, ditches, ditch stock and ditch rights associated therewith and all reservoir rights which grantors own, if any.

Subject to all easements, reservations, restrictions and covenants of record.

WITNESS our hands this 18th day of November, 1996.

William W. Stratman

William W. Stratman

Joan E. Stratman

Joan E. Stratman

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by William W. Stratman and Joan E. Stratman this 18th day of November, 1996.

Witness my hand and official seal.

HELEN M. BAKKE - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Sept. 18, 1998

Helen M. Bakke

Notary Public

My Commission Expires 9-18-98

EXHIBIT "A"

A tract of land located in the SE1/4NE1/4 of Section 6, T54N, R84W, 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point on the southerly line of said SE1/4NE1/4 located S89°51'W, 487.3 feet from an aluminum cap at the east 1/4 corner of said Section 6, and said point being the southwest corner of a tract recorded in Sheridan County Deed Book 278, Page 567; thence along said southerly line S89°51'W, 847.7 feet to a point being the southwest corner of said SE1/4NE1/4; thence along the westerly line of said SE1/4NE1/4, N00°48'W, 1248.0 feet to the northwest corner of said SE1/4NE1/4; thence along the northerly line of said SE1/4NE1/4, N88°54'E, 839.3 feet to a #5 steel rod located at the northwest corner of a tract recorded in Sheridan County Deed Book 278, Page 567; thence leaving said northerly line S01°11'E, 1263.0 feet to the point of beginning.

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Form No. 11 RECORDED NOVEMBER 19, 1996 BK 383 PG 170 NO 242288 RONALD L. DAILEY, COUNTY CLERK

RELEASE OF OIL AND GAS LEASE

H.E. Lease No. 1724 - 1735.4

KNOW ALL MEN BY THESE PRESENTS: That Hancock Enterprises and The Dakota Gas Corp.
For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor See Exhibit "A" their heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between See Exhibit "A"

as lessee, dated the ____ day of ____ 19__, insofar as same covers the following described land, to-wit:

See attached Exhibit "A" for Complete Description

~~Section~~ ~~Township~~ ~~Range~~ ~~and containing~~ acres, situated in the County of Sheridan and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book ____ Page ____
See Exhibit "A"

Executed this 28th day of October, 1996.

The Dakota Gas Corporation
By _____
ATTEST: NO ATTESTATION REQUIRED

HANCOCK ENTERPRISES
By _____
General Partner

STATE OF MONTANA }
County of Yellowstone } ss.

ACKNOWLEDGMENT

On this 28th day of October, 1996, before me, a Notary Public, personally appeared William J. Hancock, known to me to be a member of HANCOCK ENTERPRISES, a Montana partnership, and the person whose name is subscribed to the within instrument as a member of said firm, and acknowledged to me that he executed the within instrument as the free act and deed of the said partnership.

WITNESS my hand and notarial seal the day and year in this certificate above written.

JUDITH L. SCHACHER - NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
My Commission Expires May 19, 1998

Barbara S. Pritchard
Notary Public for the State of Montana
Residing at Billings, Montana

My commission expires March 27, 1999

STATE OF WYOMING }
COUNTY OF Park } ss.

ACKNOWLEDGMENT FOR CORPORATION

I, Judith L. Schacher, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Ted H Williams of Cody, Wyoming, to me personally known as the president (or other officer) of The Dakota Gas Corporation and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) The Dakota Gas Corporation, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 13 day of November, 1996

My commission expires 5/19/98

Judith L. Schacher
Notary Public.

LEASE SCHEDULE
EXHIBIT "A"
STATE OF WYOMING, COUNTY OF SHERIDAN
MOOSE DRAW AREA

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	BK/PG RECORDED
WYO-1724	RALPH WILLEY	HANCOCK ENTERPRISES	10-7-92/97	TOWNSHIP 55 NORTH, RANGE 83 WEST, 6TH PM SEC. 28: S/2SE/4 SEC. 33: E/2	400.00	354/36
WYO-1725	TOM WARTENSLEBEN	HE	10-8-92/97	TOWNSHIP 55 NORTH, RANGE 83 WEST, 6TH PM SEC. 33: NW/4, NW/4SW/4	200.00	354/39
WYO-1727	MARY STOUT TRUST	HE	10-13-92/97	TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH PM SEC. 4: SE/4SE/4 SEC. 3: S/2NW/4, N/2SW/4, SW/4SW/4, PART OF LOTS 3, 4...	280.15	354/163
WYO-1728	FRANCES E. BARD	HE	10-15-92/97	TOWNSHIP 55 NORTH, RANGE 83 WEST, 6TH PM SEC. 33: SW/4SW/4 TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH PM SEC. 4: LOTS 3, 4, SE/4NW/4, N/2SW/4, SW/4NW/4 SEC. 5: LOTS 1,2,3,4, S/2NE/4, NE/4SE/4	560.28	354/234
WYO-1728.1	PAUL B. GODFREY	HE	10-15-92/97	SAME AS ABOVE	560.28	354/239
WYO-1728.A	PADDY ALLEN BARD	HE	10-15-92/97	SAME AS ABOVE EXCEPT IN SEC. 4	480.28	354/246
WYO-1729	DANIEL I. SPRINGER	HE	10-28-92/97	TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH PM SEC. 5: S/2NW/4, SW/4, SW/4SE/4, SE/4SE/4 SEC. 8: N/2N/2	480.00	354/367
WYO-1730	INA M. MITCHELL	HE	10-29-92/97	TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH PM SECTION 10 AND 15...	419.63	354/371
WYO-1730.1	ERLE SIMPSON MIN. TR.	HE	10-29-92/97	SAME AS ABOVE	419.63	355/415
WYO-1730.A	LOIS R. MOORE IRR. TR.	HE	10-26-92/97	TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH PM SEC. 10: E/2SW/4, SE/4...	202.40	354/522
WYO-1731	FRANCES J. SMITH	HE	10-16-92/97	TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH PM SEC. 8: NE/4SE/4, SE/4NE/4 SEC. 9: S/2NW/4, N/2SW/4, SW/4SW/4	280.00	354/377

WYO-1732	B. F. & ROSE PERKINS	HE	10-15-92/97	TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH PM SEC. 8: SW/4NE/4, S/2NW/4, SW/4, NW/4SE/4	320.00	354/573
WYO-1733	EST. THOM. STOUT, SR.	HE	11-4/92/02	TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH PM SEC. 3: SE/4SW/4 SEC. 9: NE/4, N/2SE/4 SEC. 10: SW/4NE/4, NW/4, NW/4SW/4, ...	547.60	355/460
WYO-1733.1	OLIVE I. STOUT	HE	11-4-92/02	SAME AS ABOVE	547.60	355/421
WYO-1734	WM. J. KIRVEN	HE	10-16-92/97	TOWNSHIP 54 NORTH, RANGE 83 WEST, 6TH PM SEC. 4: S/2SW/4 SEC. 8: SE/4NE/4, NE/4SE/4, S/2SE/4 SEC. 9: NW/4, N/2SW/4, SW/4SW/4	520.00	354/575
WYO-1735	FRANK KETCHAM	HE	10-26-92/97	TOWNSHIP 54 NORTH, RANGE 83 WES,T 6TH PM SEC. 15: SW/4NE/4, NW/4 SEC. 10: 10.0 AC. IN SE4SW4...	210.00	355/465
WYO-1735.1	JOHN E. KETCHAM	HE	10-26-92/97	SAME AS ABOVE	210.00	355/470
WYO-1735.2	MARGARET WALKER	HE	10-26-92/97	SAME AS ABOVE	210.00	355/475
WYO-1735.3	SUE HARRIS	HE	10-26-92/97	SAME AS ABOVE	210.00	355/480
WYO-1735.4	WM. KETCHAM	HE	10-26-92/97	SAME AS ABOVE	210.00	355/644

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MD.SCH.ORRI

RECORDED NOVEMBER 19, 1996 BK 383 PG 173 NO 242291 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **DAVID E. INGERSOLL and JENNIFER L. INGERSOLL, formerly JENNIFER L. HENDRICKS,** Grantors, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantors, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives do remise, release, convey and forever quitclaim unto **DAVID E. INGERSOLL and JENNIFER L. INGERSOLL, husband and wife, as tenants by the entirely,** Grantees, whose address is 1417 Highland, Sheridan, Wyoming 82801, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantors have or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

The South half of Lot 8, Block 3, Krause Addition.

A subdivision in Sheridan, County, Wyoming, as recorded in Book 1 of Plats, Page 257.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantees and Grantees' heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 18th day of November, 1996.

David E. Ingersoll

David E. Ingersoll

Jennifer L. Ingersoll

Jennifer L. Ingersoll

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me David E. Ingersoll and Jennifer L. Ingersoll, this 18th day of November, 1996.

Witness my hand and official seal:

Notary Public

My Commission Expires: Aug 13, 02.

LYNETTE FIELDER - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Aug. 13, 2002

RECORDED NOVEMBER 19, 1996 BK 383 PG 175 NO 242303 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten or More Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **SELMER E. MOELLER Successor Trustee of the Crewe Reynolds Moeller Trust Under Agreement Dated October 17, 1996**, of Sheridan County, Wyoming, as Grantor, hereby releases, conveys and forever quitclaims to **SELMER E. MOELLER, Trustee of the SELMER E. MOELLER Revocable Trust Under Agreement Dated the 18th day of November, 1996**, 344 West Burrows, Sheridan, Wyoming 82801, as Grantee, and his successors and assigns, forever, all such right, title, interest, property, possession, claim and demand as Grantor has or ought to have in or to all of the following described real property situated in Sheridan County, Wyoming:

> The East Ten Feet of Lot 9, and the West Forty Feet of Lot 10, in Block 8, Grand View Addition to the City of Sheridan, Wyoming
>
> Together with all improvements thereon and all appurtenances thereto, and subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 18th day of November, 1996.

Selmer E Moeller

SELMER E. MOELLER Successor Trustee of the Crewe Reynolds Moeller Trust UAD 10/17/96

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **SELMER E. MOELLER Successor Trustee of the Crewe Reynolds Moeller Trust UAD 10/17/96**, who personally appeared before me, was known by me and acknowledged himself to be Successor Trustee of the Crewe Reynolds Moeller Trust, and acknowledged that he executed the same as the free and voluntary act of his principal for the purposes therein contained this 18 day of November, 1996.

WITNESS my hand and official seal.

LINDA L. OLSON - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 27, 1998

Linda L. Olson
Notary Public

My Commission expires: _____

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RECORDED NOVEMBER 19, 1996 BK 383 PG 176 NO 242309 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DOROTHY C. KING and DONALD L. KING, Trustees under the Dorothy C. King Agreement of Trust dated January 25, 1980, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **R and F LEASING, a Wyoming Partnership,** grantees, whose address is 611 Skyline Drive Laramie, Wy. 82070, Sheridan, Wyoming, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 4 of the KING-NEIGHBORS ADDITION.

A subdivision in Sheridan County, Wyoming, as filed in Drawer K, Plat #19 in the Office of the County Clerk of Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS our hands this 18th day of November, 1996.

Dorothy C. King

DOROTHY C. KING, Trustee under the Dorothy C. King Agreement of Trust dated January 25, 1980

Donald L. King

DONALD L. KING, Trustee under the Dorothy C. King Agreement of Trust dated January 25, 1980

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

On this 18th day of November, 1996 personally appeared before me, Helen M Baake, a Notary Public within and for the aforesaid County and State, **DOROTHY C. KING and DONALD L. KING,** and after being duly sworn upon oath, **DOROTHY C. KING and DONALD L. KING** did acknowledge that they were the Trustees of the **Dorothy C. King Agreement of Trust** created on the 25th day of January, 1980, that the instrument herein was signed on behalf of said Trust by the authority vested in them under the terms of the written Trust instrument, and that the same is the free act and deed of said Trust.

WITNESS my hand and official seal.

Helen M Baake
NOTARY PUBLIC

My Commission expires: 9-18-98

HELEN M. BAAKE - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Sept. 18, 1998

RECORDED NOVEMBER 20, 1996 BK 383 PG 177 NO 242353 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

BENNY J. WATKINS, a married man dealing in his sole and separate property, Grantor, of Johnson County, Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, conveys and warrants to **WYOMING WOODWORKS OF BUFFALO, INC.**, a Wyoming corporation, Grantee, whose address is 187 Western Ave., Buffalo, WY 82834 the following-described property situate in the County of Johnson, State of Wyoming, to-wit:

Lot Seven (7) of the Centennial Ranch Subdivision, a Subdivision in Sheridan County, Wyoming as recorded in Drawer C as Plat No. 45 , according to the official plat thereof on file in the office of the County Clerk and Ex-Officio Register of Deeds for Sheridan County, Wyoming;

SUBJECT TO an existing Mortgage to First Interstate Bank of Buffalo in the principal sum of $65,000.00, said Mortgage having been recorded with the Sheridan County Clerk on the 7the day of December, 1994 in Book 331 Page 151 as Instrument No. 185667.

TOGETHER WITH all improvements situate thereon and easements and appurtenances thereunto belonging; and,

SUBJECT TO all easements, reservations, covenants and restrictions, if any, of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS my hand this 15 day of November, 1996.

BENNY J. WATKINS

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by **BENNY J. WATKINS** this 15 day of November, 1996.

Witness my hand and official seal.

[illegible] S. STEWART
County of Johnson
My Commission Expires: Oct. 5, 1998
Notary Public
State of Wyoming

Mona A. Stewart
Notary Public

My Commission expires: 10-5-98

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RECORDED NOVEMBER 20, 1996 BK 383 PG 178 NO 242395 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That George A. Washut and Victoria Washut, husband and wife, Grantors, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantors, receipt whereof is hereby acknowledged, for Grantors, their heirs, executors, administrators and personal representatives do hereby remise, release, convey and forever quitclaim unto Victoria Washut, a married woman, dealing in her sole and separate property, Grantee, whose address is Sheridan, Wyoming, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantors have or ought to have, in and to the following described real estate, situated in the County of Sheridan, State of Wyoming, to-wit:

> Lot 8 and the South 20 feet of Lot 7, in Block 21 of Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming; together with all improvements thereon and with all appurtenances thereunto appertaining or belonging.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to her and their own proper use and behoof forever. So that neither Grantors nor any other person in Grantors' name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 20 day of November, 1996.

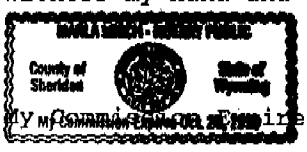
George A Washut
GEORGE A. WASHUT

Victoria Washut
VICTORIA WASHUT

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by George A. Washut and Victoria Washut, husband and wife, this 20 day of November, 1996.

Witness my hand and official seal.



Marla Mieck
Notary Public

My Commission Expires: 10/20/99

RECORDED NOVEMBER 20, 1996 BK 383 PG 179 NO 242396 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

THOMAS C. DUNCAN and SHARLA J. DUNCAN, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **JOE WESLEY YELTON and TONYA LYNN YELTON, husband and wife, as tenants by the entirety,** whose address is 1418 Lewis Street, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 2, Block 9, Highland Park Second Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 18th day of November, 1996.

Thomas C. Duncan

Thomas C. Duncan

Sharla J. Duncan

Sharla J. Duncan

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Thomas C. Duncan and Sharla J. Duncan this 18th day of November, 1996.

Witness my hand and official seal.

BARBARA I. JONES - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires May 22, 2000

Barbara J. Jones

Notary Public

My Commission Expires May 22, 2000

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RECORDED NOVEMBER 20, 1996 BK 383 PG 180 NO 242405 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

FREDERICK BACKENSTOSE, also known as FREDERICK BACKENSTOSE, JR., grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **SHERRILL A. MADDOX and JAMES L. MADDOX, wife and husband, as tenants by the entireties with full right of survivorship**, grantees, whose address is 927 Avon, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 9, West half of Lot 8, Block 7, Highland Park Addition to the City of Sheridan, Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS my hand this 13th day of November, 1996.

FREDERICK BACKENSTOSE, also known as FREDERICK BACKENSTOSE, JR.

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by FREDERICK BACKENSTOSE, also known as FREDERICK BACKENSTOSE, JR., this 13th day of November, 1996.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: May 22, 2000

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 22, 2000

ASSIGNMENT OF LEASE FOR OIL, GAS, OR MINERAL INTERESTS TO THE NELLIE R. KAUFMANN LIVING TRUST

RECORDED NOVEMBER 20, 1996 BK 383 PG 181 NO 242418 RONALD L. DAILEY, COUNTY CLERK

Nellie R. Kaufmann of Sheridan, Wyoming, herein referred to as "Assignor," for and in consideration of the sum of TEN DOLLARS ($10.00) and OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer and convey all right, title, and interest to Nellie R. Kaufmann, Trustee, or my successors in trust, under the NELLIE R. KAUFMANN LIVING TRUST, dated June 13, 1995 and any amendments thereto, herein referred to as "Assignee" all overriding royalty, royalty interests and mineral interests.

A description of which is attached hereto marked Exhibit "A: and by this reference made a part hereof. Reference is made in this particular assignment of mineral interests from the Company's Transfer Order and Attachment with Lease Names, Lease Numbers, and Legal Descriptions, and is recorded in the County of Sheridan in Book 300, page 222.

Dated : June 13, 1995.

Nellie R. Kaufmann
Nellie R. Kaufmann

Witness

Witness

State of Wyoming)
) ss.
County of Sheridan)

On June 13, 1995, before me personally appeared NELLIE R. KAUFMANN as Assignor, known to me to be the person described in and who executed the foregoing Assignment, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and official seal.

JEFFREY J. SMITH
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

Notary Public Jeffrey J. Smith

My commission expires: 4/20/2000

EXHIBIT "A"

Township 53 North, Range 81 West, 6th P.M.

Section 2:	Lots 1(40.37), 2(40.12), 3(39.87) SE/4., SW/4NE/4
Section 11:	S/2SW/4
Section 14:	NE/4

Township 54 North, Range 81 West, 6th P.M.

Section 26:	W/2SE/4
Section 27:	SE/4SE/4
Section 34:	NE/4NE/4
Section 35:	W/2NE/4. and that portion of the W/2 lying North and East Highway 14 and Highway 16 as formerly located

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RECORDED NOVEMBER 20, 1996 BK 383 PG 182 NO 242419 RONALD L. DAILEY, COUNTY CLERK

ERASED

WARRANTY DEED

HOLLY D. HOLIFIELD and SHARON R. HOLIFIELD, husband and wife, Grantors, of 21 Piper Road, Sheridan, Wyoming, for and in consideration of One Dollar ($1.00) and other good and valuable consideration in hand paid, CONVEY AND WARRANT to **EVERYN C. HENDRICKSON, a single person and THEODORE L. HENDRICKSON, a married person as his sole and separate property, as joint tenants with the right of survivorship**, Grantees, the following-described real estate:

N½ of Lot 21 and all of Lot 22, Block 4, Palmer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.

DATED this 18 day of July, 1992.

Holly D. Holifield
Holly D. Holifield

Sharon R. Holifield
Sharon R. Holifield

STATE OF WYOMING)
:ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 18 day of July, 1992, by Holly D. Holifield and Sharon R. Holifield, husband and wife.

WITNESS my hand and official seal.

RHONDA J. BURKHART - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires December 1, 1994

Rhonda J. Burkhart
Notary Public

My commission expires: 12/1/1994

RECORDED NOVEMBER 20, 1996 BK 383 PG 183 NO 242420 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

THEODORE L. HENDRICKSON, a married man dealing his sole and separate property, and EVERYN C. HENDRICKSON, a single person, as joint tenants with right of survivorship, GRANTORS, of Ventura County, State of California, and Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **MICHELLE R. STENSENG and LEE C. STENSENG, wife and husband,** whose address is 526 East Works, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

North half of Lot 21 and all of Lot 22, Block 4, Palmer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 6th day of November, 1996.

Theodore L. Hendrickson

Everyn C. Hendrickson

STATE OF CALFORNIA)
)ss
COUNTY OF VENTURA)

The foregoing instrument was acknowledged before me by Theodore L. Hendrickson, this 6th day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires 4-25-97

TRICIA PAOLINO
COMM. # 992960
Notary Public — California
VENTURA COUNTY
My Comm. Expires APR 25, 1997

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Everyn C. Hendrickson, this 14th day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires 6-18-2000

E. MARIE WRIGHT
NOTARY PUBLIC
SHERIDAN COUNTY, WYOMING

RECORDED NOVEMBER 20, 1996 BK 383 PG 185 NO 242423 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

STEPHEN F. SMITH and BARBARA L. SMITH, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **JAMES A. CHRISTENSEN, a single person,** whose address is P.O. Box 6083, SHERIDAN, WY 82801 the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 1, Rosendahl Subdivision.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 290.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 14 day of November, 1996.

Stephen F. Smith
Stephen F. Smith

Barbara L. Smith
Barbara L. Smith

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Stephen F. Smith and Barbara L. Smith this 14th day of November, 1996.

Witness my hand and official seal.

Ricci Harrison
Notary Public

My Commission Expires 10/30/99

NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires October 30, 1999

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RECORDED NOVEMBER 21, 1996 BK 383 PG 186 NO 242439 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That City of Sheridan, Wyoming, a Municipal Corporation, of the County of Sheridan, State of Wyoming, Grantor, in consideration of the sum of Ten and more Dollars ($10.00) to them in hand paid Raymond R. and Barbara E. Roth, of Sheridan, Wyoming, the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents do for themselves, their heirs, executors and administrators, remise, release and forever quitclaim unto the said Raymond R. and Barbara E. Roth, also thier heirs and assigns, forever, all such right, title and interest, property, possession, claim and demand, as they have or ought to have, in or to all of the following described premises, to-wit:

A tract of land situated in the* NE1/4SW1/4 *and the* SE1/4 NW1/4 *of Section* 34, *Township 56 North, Range* 84 *West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the west quarter corner of said Section 34; thence S89°35'26"E, 2539.21 feet to the POINT OF BEGINNING, said point being the northeast corner of a tract of land described in Book 248 of Deeds, Page 385; thence S00°58'12"E, 37.53 feet along the east line of said tract described in Book 248 of Deeds, Page 385 to a point,, thence, leaving said east line, through a curve to the right, having a radius of 100.50 feet, a central angle of 13°11'40", an arc length of 23.14 feet, a chord bearing of N35°01'23"E, and a chord length of 23.09 feet to a point, thence N21°31'06"E, 5.90 feet to a point,, thence N48°35'48"W, 19.87 feet to a point, thence S89°03'28'W, 1.15 feet to the POINT OF BEGINNING.
Basis of Bearings is Wyoming State Plane (East Central Zone).

Said tract contains 310.35 square feet of land more or less.

(See Exhibit A Tract 5 on Attached Survey)

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Raymond R. And Barbara E. Roth, their heirs and assigns, to their own proper use and behoof forever. So that the City of Sheridan, Wyoming, a Municipal corporation or any other person in our name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 18th day of November, 1996.

CITY OF SHERIDAN, WYOMING
A MUNICIPAL CORPORATION

By: Della Herbst
Mayor

ATTEST:

City Clerk

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Della Herbst, Mayor, City of Sheridan, Wyoming, a Municipal Corporation, this 19th day of November, 1996.

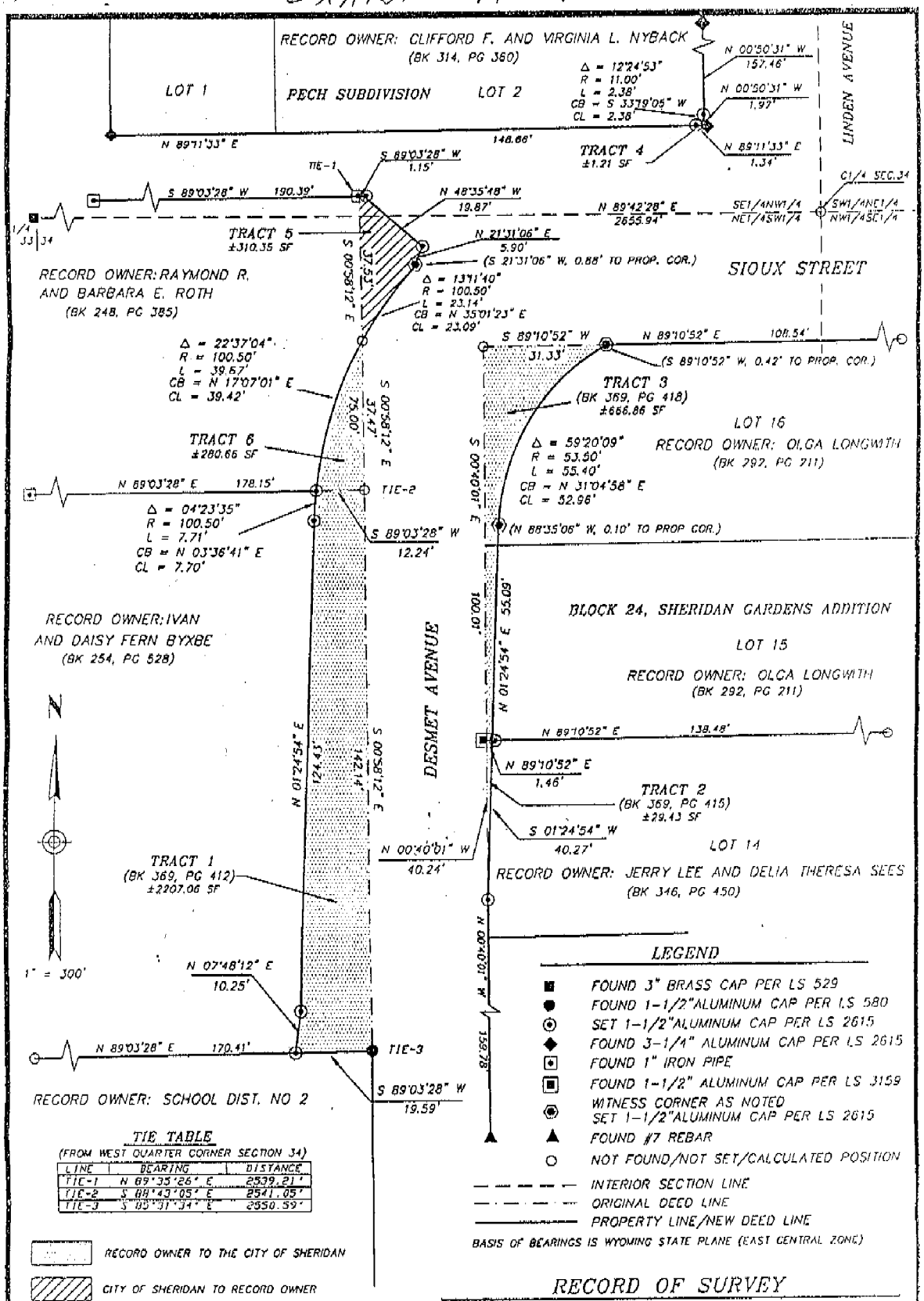
Witness my hand and official seal.

DENNIS L. HAYES
County of Sheridan
State of Wyoming
My Commission Expires Oct 17 1998

Notary Public

My commission Expires: 10-17-98

Exhibit A 188



TIE TABLE

(FROM WEST QUARTER CORNER SECTION 34)

LINE	BEARING	DISTANCE
TIE-1	N 89°35'26" E	2539.21'
TIE-2	S 88°43'05" E	2541.05'
TIE-3	S 85°31'34" E	2550.59'

LEGEND

- FOUND 3" BRASS CAP PER LS 529
- FOUND 1-1/2"ALUMINUM CAP PER LS 580
- SET 1-1/2"ALUMINUM CAP PER LS 2615
- FOUND 3-1/4" ALUMINUM CAP PER LS 2615
- FOUND 1" IRON PIPE
- FOUND 1-1/2" ALUMINUM CAP PER LS 3159
- WITNESS CORNER AS NOTED SET 1-1/2"ALUMINUM CAP PER LS 2615
- FOUND #7 REBAR
- NOT FOUND/NOT SET/CALCULATED POSITION
- INTERIOR SECTION LINE
- ORIGINAL DEED LINE
- PROPERTY LINE/NEW DEED LINE

RECORD OWNER TO THE CITY OF SHERIDAN

CITY OF SHERIDAN TO RECORD OWNER

BASIS OF BEARINGS IS WYOMING STATE PLANE (EAST CENTRAL ZONE)

RECORD OF SURVEY

CLIENT: CITY OF SHERIDAN

LOCATION: LOCATED IN THE NE1/4SW1/4 & SE1/4NW1/4 OF SECTION 34, T56N, R84W, 6TH P.M., LOTS 14-16, BLOCK 24, SHERIDAN GARDENS ADDITION TO THE CITY OF SHERIDAN, AND LOT 2 OF THE PECH SUBDIVISION TO THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

I, RONALD W. PRESTFELDT A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Date: 2/15/96

RONALD W. PRESTFELDT, WY PLS 2615

Professional Land Surveyor
RONALD W. PRESTFELDT
2615

PRESTFELDT SURVEYING
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

JN: 94010
DN: 94/94010LG
JUNE, 1995

ORDINANCE NO. 1782

AN ORDINANCE vacating a part of Desmet Avenue and part of Sioux Street on the west side of Desmet Avenue and west of Lot 16, Block 24 of the Sheridan Gardens Addition to the City of Sheridan, Wyoming.

WHEREAS a Certificate of Survey was approved by the City Council showing the vacation of that part of the Desmet Avenue and Sioux Street that is ***a tract of land situated in the*** **NE1/4SW1/4** ***and the*** **SE1/4 NW1/4** ***of Section 34, Township 56 North, Range 84 West, 6th P.M.,*** in the City of Sheridan, and approval of said vacation has been recommended by the **Planning Commission** to the City Council said portion being more particularly described as follows:

Commencing at the west quarter corner of said Section 34; thence S89°35'26"E, 2539.21 feet to the POINT OF BEGINNING, said point being the northeast corner of a tract of land described in Book 248 of Deeds, Page 385; thence S00°58'12"E, 37.53 feet along the east line of said tract described in Book 248 of Deeds, Page 385 to a point,, thence, leaving said east line, through a curve to the right, having a radius of 100.50 feet, a central angle of 13°11'40", an arc length of 23.14 feet, a chord bearing of N35°01'23"E, and a chord length of 23.09 feet to a point, thence N21°31'06"E, 5.90 feet to a point,, thence N48°35'48"W, 19.87 feet to a point,- thence S89°03'28'-W, 1.15 feet to the POINT OF BEGINNING. *Basis of Bearings is Wyoming State Plane (East Central Zone).*

Said tract contains 310.35 square feet of land more or less.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

Section 1. That the part Desmet Avenue and part of Sioux Street on the west side of Desmet Avenue and west of Lot 16, Block 24 of the Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming, more accurately described in legal description above and showed in Exhibit A as TRACT 5 on next page is hereby vacated.

Section 2. That this Ordinance shall be in full force and effect immediately upon its passage and publication as by law provided.

PASSED, APPROVED AND ADOPTED this 4th day of November, 1996.

Mayor

ATTESTED:

City Clerk

RECORDED NOVEMBER 21, 1996 BK 383 PG 190 NO 242480 RONALD L. DAILEY, COUNTY CLERK

SHERIFF'S CERTIFICATE OF SALE

THIS CERTIFICATE OF SALE is made and delivered this 20th day of November, 1996, by William B. Frith, the duly elected, qualified and acting Sheriff of Sheridan County, Wyoming, unto Ranchester State Bank as purchaser.

WHEREAS, a certain mortgage was executed by Kim J. Kalland and Zane C. Boyd to the Ranchester State Bank covering the following-described property, to-wit:

> A tract of land situated in the $SW^1/_4NW^1/_4$ of Section 11, Township 55 North, Range 85 West, Sheridan County, Wyoming, more particularly described as follows:
>
> Beginning at a point on the centerline of Beaver Creek Road located North 52 feet from the West quarter corner of said Section 11; thence North 415.4 feet along said centerline; thence North 81°49' East 667.3 feet to a point; thence South 12°28' East 388.8 feet (South 12°58' East 388.8 feet measured); thence South 80°39' West 766 feet (South 79°28' West 553 feet to a #5 rebar; thence South 81°28' West 219.8 feet measured) to the point of beginning.

which mortgage was dated March 20, 1990, and recorded on March 20, 1990, in the Office of the Sheridan County Clerk and Recorder in Book 268 of Mortgages at page 459; and

WHEREAS, a second mortgage was executed by Kim J. Kalland to the Ranchester State Bank covering above-described property, which mortgage was dated August 28, 1991, and recorded on September 6, 1991, in the Office of the Sheridan County Clerk and Recorder in Book 282 of Mortgages at page 43; and

WHEREAS, the Ranchester State Bank has declared said mortgages in default for failure of the mortgagors to make the payments when due; and

WHEREAS, the Ranchester State Bank had notified the owners of the mortgaged land and all persons in possession of its intention to foreclose the said mortgages by notice and sale under the terms of W.S. 1977, Section 34-4-101 et seq. as shown by the Affidavit of its attorney, which is attached hereto; and

WHEREAS, notice of the foreclosure sale was duly published in the Sheridan Press, a newspaper of general circulation in Sheridan County, Wyoming for four (4) consecutive weeks, as shown by the Affidavit of Publication which is attached hereto; and

WHEREAS, the attorney for the Ranchester State Bank has delivered an Affidavit concerning his fees to the undersigned as required by W.S. 1977, Section 34-4-112; and

WHEREAS, the amount due to the Ranchester State Bank on said mortgages as of the date of sale, including principal, interest, expenses of sale and attorney's fees amounted to ONE HUNDRED THIRTY SIX THOUSAND TWO HUNDRED FIFTY ONE DOLLARS AND FIFTY-THREE CENTS ($136,251.53); and

WHEREAS, the said property was offered for sale to the highest and best bidder by me at the front door of the Sheridan County Courthouse on November 20, 1996, at 10:00 o'clock a.m;

WHEREAS, the highest bid received for the property was in the amount of ONE HUNDRED TWENTY FIVE THOUSAND ($125,000.00)----- and was made by the Ranchester State Bank;

NOW THEREFORE, by virtue of the laws of the State of Wyoming, I hereby grant unto Ranchester State Bank this Sheriff's Certificate of Sale covering the following-described property, to-wit:

A tract of land situated in the $SW^1/_4NW^1/_4$ of Section 11, Township 55 North, Range 85 West, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point on the centerline of Beaver Creek Road located North 52 feet from the West quarter corner of said Section 11; thence North 415.4 feet along said centerline; thence North 81°49' East 667.3 feet to a point; thence South 12°28' East 388.8 feet (South 12°58' East 388.8 feet measured); thence South 80°39' West 766 feet (South 79°28' West 553 feet to a #5 rebar; thence South 81°28' West 219.8 feet measured) to the point of beginning.

The said purchaser shall be entitled to a Sheriff's Deed for the property at the expiration of the period of redemption unless the property is redeemed prior to that date as provided by law.

IN WITNESS WHEREOF, I have signed this Sheriff's Certificate of Sale this 20TH day of November, 1996.

William B. Frith

William B. Frith, Sheriff of
Sheridan County, Wyoming

By: _____, Deputy

STATE OF WYOMING)
:ss.
County of Sheridan)

The above and foregoing Sheriff's Certificate of Sale was subscribed, sworn to and acknowledged before me this 20th day of November, 1996, by William B. Frith.

WITNESS my hand and official seal.

Notary Public

My Commission expires: March 7, 1997

AFFIDAVIT OF MAILING OF NOTICE OF INTENT TO FORECLOSE AND NOTICE OF FORECLOSURE SALE

STATE OF WYOMING)
: ss.
County of Sheridan)

Timothy S. Tarver, after being duly sworn upon oath, does depose and say:

1. Affiant is an attorney at law who is licensed to practice in the State of Wyoming.

2. On October 9, 1996, Affiant mailed a Notice of Intent to Foreclose by Notice and Sale to the following persons:

Kim J. Kalland and Zane C. Boyd
P. O. Box 7016
Sheridan, WY 82801

Kim J. Kalland
P. O. Box 7009
Sheridan, WY 82801

Said Notice of Intent to Foreclose by Notice and Sale was mailed by Certified Mail postage prepaid. Attached hereto as Appendix A is a photocopy of the Notice of Intent to Foreclose by Notice and Sale which was mailed. A photocopy of the receipts showing the mailing of the Notice is attached hereto as Appendix B.

3. The Notice of Intent to Foreclose by Notice and Sale was received by Kim Kalland on October 10, 1996 as shown by the receipt signed by Kim Kalland. Zane C. Boyd has moved and left no address as indicated by the envelope. A photocopy of the receipt and the envelope are attached hereto on Appendix B.

4. On October 21, 1996, Affiant mailed a Notice of Nonjudicial Sale to the following agencies:

IRS Rocky Mountain District
Attn: SPS Advisor
Stop 5020DEN
600 17th St.
Denver, CO 80202-2490

Internal Revenue Service
Office of the District Director
Attention: Chief, Special Procedures Section
600 - 17th Street
Denver, CO 80202-2490

IRS Rocky Mountain District
Stop 5200 SPS
Attn: Insolvency Advisor
5353 Yellowstone Road
Cheyenne, WY 82009

Said Notice of Nonjudicial Sale was mailed by Certified Mail postage prepaid. Attached hereto as Appendix C is a photocopy of the Notice of Nonjudicial Sale which was mailed. A photocopy of the receipt showing the mailing of the Notice is attached hereto as Appendix D.

5. The Notice of Nonjudicial Sale was received by IRS Rocky Mountain District in Cheyenne, WY on October 23, 1996, and by the IRS Rocky Mountain District in

Denver, CO on October 24, 1996, as shown by photocopies of the receipts which are attached hereto on Appendix D.

Further Affiant sayeth not.

Dated this 30th day of October, 1996.

Timothy S. Tarver

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Affidavit of Mailing of Notice of Intent to Foreclose by Notice and Sale and Notice of Foreclosure Sale was subscribed, sworn to and acknowledged before me this 30th day of October, 1996, by Timothy S. Tarver.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires 1-23-2000

APPENDIX A 194

NOTICE OF INTENT TO FORECLOSE BY NOTICE AND SALE

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Receipts No. P 527 894 629 and P 527 894 630

TO: Kim J. Kalland and Zane C. Boyd
P. O. Box 7016
Sheridan, WY 82801

Kim J. Kalland
P. O. Box 7009
Sheridan, WY 82801

PLEASE BE ADVISED that the Ranchester State Bank intends to foreclose its mortgages against certain lands owned by Kim J. Kalland by notice and sale as provided by Wyoming Statutes 1977, Sections 34-4-101 et seq. (as amended). Copies of the mortgages which will be foreclosed are attached. The said mortgages are in default for failure to make the payments when due. Unless payment is made within ten (10) days from service of this notice on Kim J. Kalland, publication of the Notice of Foreclosure Sale will commence.

FAIR DEBT COLLECTION PRACTICES ACT NOTICE

The name of the creditor who is attempting to collect its debt is Ranchester State Bank. The amount of the debt as of May 13, 1996, was $144,138.26 and is accruing interest from that date at the rate of $38.49 per day.

If you do not dispute the amount of this debt within thirty (30) days from your receipt of this letter, the debt will be assumed by the undersigned to be valid. If you notify the undersigned within thirty (30) days that you dispute any portion of the obligation, he will obtain verification of the debt and mail such verification to you. Also, upon your written request made within thirty (30) days from your receipt of this letter, the undersigned will provide you with the name and address of the original creditor.

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

Dated this 9th day of October, 1996.

Timothy S. Tarver
Attorney for Ranchester State Bank
P.O. Box 6284
Sheridan, Wyoming 82801
(307) 672-8905

RECORDED MARCH 20, 1990 BK 268 PG 459 NO 52431 RONALD DAILEY, COUNTY CLERK

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Kim Kalland Boyd, a married person dealing in her sole and separate property, and Zane C. Boyd, her husband (herein referred to as mortgagor, whether one or more persons or entities), of Sheridan County, State of Wyoming, to secure the payment of $110,000.00 One Hundred Ten Thousand********** Dollars, due September 20, 1990 with interest from March 20, 1990 at the rate of 12.00 percent per annum, payable monthly evidence by her promissory notes, of even date herewith and to secure the payment of all other notes given in exchange, substitution or replacement of the above-described note or in modification, renewal or extension thereof, in whole or in part, and to secure, as additional security, the payment of any other indebtedness which may now or hereafter be owing by mortgagor to mortgagee, does hereby mortgage and warrant, with power of sale to RANCHESTER STATE BANK (herein referred to as mortgagee) whose address is P. O. Box 789, Ranchester, Wyoming 82839-0789, the following-described real estate situate in the County of Sheridan, State of Wyoming, to-wit:

A tract of land situated in the SW 1/4 NW 1/4 of Section 11, Township 55 North, Range 85 West, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point on the centerline of Beaver Creek Road located North 52 feet from the West quarter corner of said Section 11; thence North 415.4 feet along said centerline; thence North 81°49' East 667.3 feet to a point; thence South 12°58' East 388.8 feet (South 12°58' East 388.8 feet measured)' thence South 80°39' West 766 feet (South 79°28' West 553 feet to a #5 rebar; thence South 81°28' West 219.8 feet measured) to the point of beginning.

Together with all the improvements now or hereafter on the property and all easements and rights of way appurtenant to the above-described property, all water, water rights, and water stock and fixtures now or hereafter attached to the property and all rents, issues, crops and profits arising from the property.

Mortgagor will (1) pay when due, time being of the essence, the indebtedness hereby secured; (2) pay all taxes and assessments on said premises and will, upon mortgagee's request, furnish mortgagee with receipts evidencing such payments; (3) pay and discharge any lien which has or may attain priority over this mortgage; provided, mortgagor shall not be required to discharge the lien so long as mortgagor shall in good faith contest the lien by or defend against enforcement of the lien by legal proceedings which operate to prevent the enforcement of the lien or forfeiture of all or part of the premises; (4) keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by fire and hazards included within the term "extended coverage" in a sum not less than the unpaid balance of the note secured by this mortgage during the life of this mortgage and in favor of and payable to the mortgagee; and (5) keep the property in good repair and not commit waste or permit impairment or deterioration of the property.

If mortgagor fails to pay taxes and assessments or to discharge liens which have or may attain priority over this mortgage or to keep the buildings and improvements insured as required, then mortgagee may pay the taxes and assessments, discharge the lien, or insure the buildings and improvements. All sums so paid by the mortgagee shall be repaid by mortgagor to mortgagee with interest at the rate provided for in the promissory noted, and

mortgagor on demand with interest at the rate provided for in the promissory noted, and all sums so expended, with interest, shall be secured hereby in priority with the indebtedness evidenced by the promissory note.

In case of default under the mortgage, the mortgagee may declare the whole indebtedness hereby secured immediately due and payable without further demand.

In the event that the mortgagor conveys title (legal, equitable or both) to all or any portion of said premises or in the event that such title becomes vested in a person other than the mortgagors in any manner whatsoever except under the power of eminent domain, or in the event that the mortgagors lease all or any portion of said premises, then in any such case the entire unpaid principal of the note secured hereby with all accrued interest thereon shall, at the option of the mortgagee at any time thereafter, become immediately due and payable without notice.

Upon default, the mortgagee may sell and dispose of the premises by advertisement and sale according to the statutes of the State of Wyoming or may proceed to enforce its mortgage by court action. If any portion of the indebtedness is not satisfied by the sale of the premises pursuant to advertisement and sale or court decree, the mortgagee may obtain a judgment against the mortgagor on that portion of the indebtedness not satisfied by the sale of the property. All remedies provided by this mortgage shall be cumulative and in addition to every other remedy afforded by law or in equity or by statute to the mortgagee. This mortgagee shall be entitled to collect all reasonable costs and expenses, including reasonable attorney's fees, incurred in pursuing the remedies provided in this mortgage or afforded by law.

To the extent permitted by law, the mortgagee, in connection with any foreclosure of this mortgage, whether by advertisement and sale or by court action, or upon actual or threatened waste to the premises, or upon any default in the observance or performance of any covenant or agreement of the mortgagor hereunder, may apply to a court of competent jurisdiction for the appointment of a receiver of the premises or any portion thereof, with notice to the mortgagor, and shall be entitled to the appointment of a receiver in any such event as a matter of right, whether or not the premises are adequate security for the indebtedness secured hereby, the mortgagor is insolvent, or waste of the premises has been threatened or committed. The receiver shall have the right and authority to enter into immediate possession of the premises and improvements and to care for and manage the same and collect all rents, issues, and profits therefrom. Such rents, issues and profits, if any, shall be first applied to the costs and expenses of the receivership and then toward the satisfaction of the indebtedness hereby secured and the costs of any foreclosure.

In case of any default whereby the right of foreclosure arises hereunder, the mortgagee shall at once become entitled to exclusive possession, use and enjoyment of the property and to all rents, issues, crops and profits arising from the property from the accruing of the right to foreclose and during the pendence of foreclosure proceedings and the period of redemption. The possession, rents, issues, crops, and profits shall be delivered to the mortgagee upon demand, and mortgagee may enforce these rights by appropriate civil proceedings, including actions in ejectment, forcible entry, or unlawful detainer.

If any provision of this mortgage is prohibited or declared to be unenforceable, such prohibition or unenforceability shall not affect the remaining provisions of this mortgage.

Mortgagor relinquishes and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 20th day of March, 1990.

Kim Kalland Boyd

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing instrument was acknowledged before me by Kim Kalland Boyd, a married person dealing in her sole and separate property, and Zane C. B
this 20th day of March, 1990.

WITNESS my hand and seal.

Notary Public

J. KEITH ROACH - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Feb. 13, 1993

Commission expires: FEB 13 1993

Recorded [redacted] Bk 282 Pg 43
9-6-91

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Kim J. Kalland, a single person

(herein referred to as mortgagor, whether one or more persons or entities), of Sheridan County, State of Wyoming, to secure the payment of $49,851.92 Forty-nine thousand eight hundred fifty-one and 92/100---------- Dollars, due _____ with interest from August 28, 1991 at the rate of 14.00 percent per annum, payable monthly evidence by our promissory note____, of even date herewith and to secure the payment of all other notes given in exchange, substitution or replacement of the above-described note or in modification, renewal or extension thereof, in whole or in part, and to secure, as additional, security, the payment of any other indebtedness which may nor or here after by owing by mortgagor to mortgagee, does hereby mortgage and warrant, with power of sale to RANCHESTER STATE BANK (herein referred to as mortgagee) whose address is P.O. box 789, Ranchester, Wyoming 82839-0789, the following-described real estate situate in the County of Sheridan, State of Wyoming, to wit:

See Attached Schedule C

Together with all the improvements now or hereafter on the property and all easements and rights of way appurtenant to the above-described property, all water, water rights, and water stock and fixtures now or hereafter attached to the property and all rents, issues crops and profits arising from the property.

Mortgagor will (1) pay when due, time being of the essence, the indebtedness hereby secured; (2) pay all taxes and assessments on said premises and will, upon mortgagee's request, furnish mortgagee with receipts evidencing such payments; (3) pay and discharge any lien which has or may attain priority over this mortgage; provided, mortgagor shall not be required to discharge the lien so long as mortgagor shall in good faith contest the lien by or defend against enforcement of the lien by legal proceedings which operate to prevent the enforcement of the lien or forfeiture of all or part of the premises; (4) keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by fire and hazards included within the term "extended coverage" in a sum not less than the unpaid balance of the note secured by this mortgage during the life of this mortgage and in favor of and payable to the mortgagee; and (5) keep the property in good repair and not commit waste or permit impairment or deterioration of the property.

If mortgagor fails to pay taxes and assessments or to discharge liens which have or may attain priority over this mortgage or to keep the buildings and improvements insured as required, then mortgagee may pay the taxes and assessments, discharge the lien, or insure the buildings and improvements. All sums so paid by the mortgagee shall be repaid by mortgagor on demand with interest at the rate provided for in the promissory noted, and mortgagor on demand with interest at the rate provided for in the promissory noted, and all sums so expended, with interest, shall be secured hereby in priority with the indebtedness evidenced by the promissory note.

In case of default under the mortgage, the mortgagee may declare the whole indebtedness hereby secured immediately due and payable without further demand.

In the event that the mortgagor conveys title (legal, equitable or oth) to all or any portion of said premises or in the event that such itle becomes vested in a person other than the mortgagors in any manner atsoever except under the power of eminent domain, or in the event that he mortgagors lease all or any portion of said premises, then in any such ase the entire unpaid principal of the note secured hereby with all ccrued interest thereon shall, at the option of the mortgagee at any time ereafter, become immediately due and payable without notice.

Upon default, the mortgagee may sell and dispose of the premises by dvertisement and sale according to the statutes of the State of Wyoming or ay proceed to enforce its mortgage by court action. If any portion of the ndebtedness is not satisfied by the sale of the premises pursuant to dvertisement and sale or court decree, the mortgagee may obtain a judgment gainst the mortgagor on that portion of the indebtedness not satisfied by he sale of the property. All remedies provided by this mortgage shall be umulative and in addition to every other remedy afforded by law or in quity or by statute to the mortgagee. This mortgagee shall be entitled o collect all reasonable costs and expenses, including reasonable ttorney's fees, incurred in pursuing the remedies provided in this ortgage or afforded by law.

To the extent permitted by law, the mortgagee, in connection with any oreclosure of this mortgage, whether by advertisement and sale or by court ction, or upon actual or threatened waste to the premises, or upon any fault in the observance or performance of any covenant or agreement of e mortgagor hereunder, may apply to a court of competent jurisdiction for he appointment of a receiver of the premises or any portion thereof, with otice to the mortgagor, and shall be entitled to the appointment of a eiver in any such event as a matter of right, whether or not the rises are adequate security for the indebtedness secured hereby, the gagor is insolvent, or waste of the premises has been threatened or mitted. The receiver shall have the right and authority to enter into mediate possession of the premises and improvements and to care for and anage the same and collect all rents, issues, and profits therefrom. Such nts, issues and profits, if any, shall be first applied to the costs and nses of the receivership and then toward the satisfaction of the tedness hereby secured and the costs of any foreclosure.

In case of any default whereby the right of foreclosure arises reunder, the mortgagee shall at once become entitled to exclusive ossession, use and enjoyment of the property and to all rents, issues, ops and profits arising from the property from the accruing of the right o foreclose and during the pendency of foreclosure proceedings and the eriod of redemption. The possession, rents, issues, crops, and profits hall be delivered to the mortgagee upon demand, and mortgagee may enforce uch rights by appropriate civil proceedings, including actions in jectment, forcible entry, or unlawful detainer.

IF any provision of this mortgage is prohibited or declared to be nenforceable, such prohibition or unenforceability shall not affect the emaining provisions of this mortgage.

Mortgagor relinquishes and waives all rights under and by virtue of he homestead exemption laws of the State of Wyoming.

DATED this 28th day of August, 19 91.

Kim J. Kalland

TATE OF WYOMING)
: ss.
ounty of Sheridan)

The above and foregoing instrument was acknowledged before me by Kim J. Kalland

his 28th day of August, 19 91.

WITNESS my hand and seal.

Notary Public

My Commission Expires: May 28, 1993

. Richards
ounty of
Sheridan
State of
Wyoming
Commission Expires May 28, 1993

SCHEDULE C

A tract of land situated in the SW1/4NW1/4 of Section 11, Township 55 North, Range 85 West, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point on the centerline of Beaver Creek Road located North 52 feet from the West quarter corner of said Section 11; thence North 415.4 feet along said centerline thence North 81°49' East 667.3 feet to a point; thence South 12°58' East 388.8 feet (South 12°58' East 388.8 feet measured); thence South 80°39' West 766 feet (South 79°28' West 553 feet to a #5 rebar; thence South 81°28' West 219.8 feet measured) to the point of beginning;

EXCEPTING a 30 foot wide road easement, the centerline of which is described as follows: Beginning at a point located North 99 feet from the West quarter corner of said Section 11, thence N. 88°14' East, 285 feet ; thence South 56°24' East, 12 feet more or less to the South boundary of the above described tract.

200

P 527 894 629

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail *(See reverse)*

Sent to	Kim J. Kalland & Zane Boyd
Street & Number	P. O. Box 7016
Post Office, State, & ZIP Code	Sheridan, WY 82801
Postage	$ .55
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	$ 2.75
Postmark or Date	OCT 9 1996

PS Form 3800, April 1995

P 527 894 630

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail *(See reverse)*

Sent to	Kim J. Kalland
Street & Number	P. O. Box 7009
Post Office, State, & ZIP Code	Sheridan, WY 82801
Postage	$ .55
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	$ 2.75
Postmark or Date	OCT 11 1996

PS Form 3800, April 1995

TIMOTHY S. TARVER
ATTORNEY AT LAW
P. O. BOX 6284
SHERIDAN, WYOMING 82801

MOVED LEFT NO ADDRESS

CERTIFIED MAIL

P 527 894 629

KIM J. KALLAND & ZANE C. BOYD
P O BOX 7016
SHERIDAN, WY 82801

U.S. POSTAGE PAID SHERIDAN, WY 82801 OCT 09, '96 AMOUNT $2.75 00013015-02

0000

Bond 1284
1st Notice OCT 11 1996
2nd Notice
Return

RSR/Kalland

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Kim J. Kalland
P. O. Box 7009
Sheridan, WY 82801

4a. Article Number
P 527 894 630

4b. Service Type
☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery
OCT 11 1996

5. Received By: *(Print Name)*

6. Signature: *(Addressee or Agent)*
X Kim Kalland

8. Addressee's Address *(Only if requested and fee is paid)*

PS Form 3811, December 1994 Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service.

Form 668 (Y) 224693 9:00 AM APR 19 1996 BK 1 Pg 81

Form 668 (Y) (Rev. October 1993) 35683

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

For Optional Use by Recording Office

District: Cheyenne

Serial Number: 839600412

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer: KIM KALLAND
DBA TLC BOARD & CARE

Residence: PO BX 7009
SHERIDAN, WY 82801

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	06/30/94	83-0284044	09/19/94	10/19/04	503.30
941	09/30/94	83-0284044	12/19/94	01/18/05	137.65
941	03/31/95	83-0284044	07/03/95	08/02/05	1870.05
941	06/30/95	83-0284044	09/25/95	10/25/05	580.17
941	09/30/95	83-0284044	11/27/95	12/27/05	567.39
				Total	$ 3458.56

Place of Filing:
COUNTY CLERK
SHERIDAN
SHERIDAN, WY 82801

This notice was prepared and signed at Cheyenne, WY, on this,

the 18th day of April, 1996.

Signature: for KARL HARTSE

Title: Office Coll Rep
83-01-1104

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Form 668 (Y) (Rev. 10-93)

Part 1 - Kept By Recording Office

201

224692 -9:00 AM APR 10 1996 BK 1 Pg 81 1 CK

Form 668 (Y) (Rev. October 1993) | 36683 | Department of the Treasury - Internal Revenue Service 202

Notice of Federal Tax Lien

For Optional Use by Recording Office

District	Serial Number
Cheyenne	839600411

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer KIM KALLAND

Residence PO BOX 7009
SHERIDAN, WY 82801

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/92	517-78-8700	08/07/93	07/07/03	983.00
				Total	$ 983.00

Place of Filing
COUNTY CLERK
SHERIDAN
SHERIDAN, WY 82801

This notice was prepared and signed at Cheyenne, WY, on this,

the 16th day of April, 19 96.

Signature for KARL HARTSE | Title Office Coll Rep 83-01-1104

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668 (Y) (Rev. 10-93)

APPENDIX C

NOTICE OF NONJUDICIAL SALE

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
Receipts No. P 527 894 389, P 527 894 390 & P 527 894 391

To: IRS Rocky Mountain District
Attn: SPS Advisor
Stop 5020DEN
600 17th St.
Denver, CO 80202-2490

Internal Revenue Service
Office of the District Director
Attention: Chief, Special Procedures Section
600 - 17th Street
Denver, CO 80202-2490

IRS Rocky Mountain District
Stop 5200 SPS
Attn: Insolvency Advisor
5353 Yellowstone Road
Cheyenne, WY 82009

This notice is given to you in duplicate as required by Internal Revenue Code §7425 and 26 Code of Federal Regulation §400.4-1 of a nonjudicial sale of certain property upon which the United States government has filed a notice of tax lien.

1. The name and address of the person submitting the notice of sale is:

Timothy S. Tarver
Attorney for Ranchester State Bank
P. O. Box 6284
Sheridan, WY 82801

2. A copy of the Notice of Federal Tax Lien (Form 668) affecting the property to be sold is attached hereto and incorporated herein by reference.

3. The property to be sold is located at 57 Beaver Creek Road, Sheridan, Wyoming and is described as follows:

A tract of land situated in the $SW^1/_4NW^1/_4$ of Section 11, Township 55 North, Range 85 West, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point on the centerline of Beaver Creek Road located North 52 feet from the West quarter corner of said Section 11; thence North 415.4 feet along said centerline; thence North 81°49' East 667.3 feet to a point; thence South 12°28' East 388.8 feet (South 12°58' East 388.8 feet measured); thence South 80°39' West 766 feet (South 79°28' West 553 feet to a #5 rebar; thence South 81°28' West 219.8 feet measured) to the point of beginning.

No abstract of title is available, however, a copy of a commitment for title insurance showing existing encumbrances is attached hereto and incorporated herein by reference.

4. The Ranchester State Bank is foreclosing its two (2) mortgages against the property by notice and sale as authorized by Wyoming law. The Sheriff of Sheridan County, Wyoming will sell the said property on the steps of the Sheridan County Courthouse in Sheridan, Wyoming on November 20, 1996, at 10:00 o'clock a.m.. The terms of sale are cash in full at the time of sale.

4. The approximate amount of the principal obligation, including interest, secured by the mortgage which is being foreclosed is ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND TWENTY-SIX CENTS

($150,470.26). In addition, there will be other expenses charged against the sale which will include attorney's fees, publication costs, the cost of giving this notice, recording fees for recording the Sheriff's Certificate of Sale and the Sheriff's fees for conducting the sale and issuing the Sheriff's deed.

Will you please sign the receipt of this Notice and return it to the person giving the notice. Will you also please disclose whether this notice is adequate. The reason for requesting the disclosure of adequacy is so that curative action can be taken before the foreclosure sale is conducted if the notice is not adequate.

Dated this 21st day of October, 1996.

Timothy S. Tarver, Attorney for
Ranchester State Bank
P. O. Box 6284
Sheridan, WY 82801
(307) 672-8905

FORECLOSURE GUARANTEE

Liability $ 110,000.00

Policy No. 3-10429-0-PG

Fee $ 343.00

Your Ref. 3-21105

Subject to the exclusions from coverage, the limits of liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee.

First American Title Insurance Company

a corporation, herein called the Company

GUARANTEES

RANCHESTER STATE BANK

herein called the Insured, against loss not exceeding the liability amount stated above which the Insured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below;

1. The title to the herein described estate or interest was vested in the vestee in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in order of their priority;

2. The names of the persons who appear to have acquired an interest of record affecting the title to the herein described land are as shown herein.

Dated: May 14, 1996

Issuing Agent:

First American Title Insurance Company

BY _____ PRESIDENT

ATTEST _____ SECRETARY

_____
Authorized Signature

08290

206

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Guarantee mean:

(a) "land": The land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "date": the effective date;

(d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. Exclusions from Coverage of This Guarantee

This Company assumes no liability for loss or damage by reason of the following:

(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

(b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

(c) This or any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. Prosecution of Actions

(a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss — Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability — Payment of Loss

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Guarantee except for attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for indorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may hereafter against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 421 S. Center St., Casper, WY 82601-2825, or to the office which issued this Guarantee.

Foreclosure Guarantee (11/91)

Policy No. 3-10429-O-FG

SCHEDULE A

1. Title to said estate or interest at the date hereof is vested in:

Kim J. Kalland

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

FEE

3. The land referred to in this Guarantee is situated in the State of WYOMING, County of Sheridan, and is described as follows:

A tract of land situated in the SW¼NW¼ of Section 11, Township 55 North, Range 85 West, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point on the centerline of Beaver Creek Road located North 52 feet from the West quarter corner of said Section 11; thence North 415.4 feet along said centerline; thence North 81°49' East 667.3 feet to a point; thence South 12°58' East 388.8 feet (South 12°58' East 388.8 feet measured); thence South 80°39'West 766 feet (South 79°28' West 553 feet to a #5 rebar; thence South 81°28' West 219.8 feet measured) to the point of beginning.

Foreclosure Guarantee (11/91)

Policy No. 3-10429-O-FG

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorney's fees or expenses, any or all of which arise by reason of the following:

Part One:

1. Rights or claims of parties in possession.
2. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
3. Facts which would be disclosed by a comprehensive survey of the premises herein described.
4. Covenants, Conditions, Restrictions, and Reservations.
5. Ownership of minerals and mineral rights.
6. Easements, Reservations, and Servitudes imposed by operation of law or contained in instruments of record.
7. Any defect or invalidity in the title to said land occasioned by any claim or allegation as to a fraudulent transfer arising from any bankruptcy proceedings filed by or on behalf of Kim J. Kalland.
8. All General Taxes and Special Assessments.

Part Two: Subject to the following Mortgages, Liens, and Monetary Encumbrances of record, if any:

Foreclosure Guarantee (11/91)

I. A Mortgage entitled to secure an indebtedness in the original principal sum of $110,000.00 and any other amounts and/or obligations secured thereby, recorded March 20, 1990, in Book 268, Page 459.

Dated: March 20, 1990
Mortgagor: Kim Kalland Boyd, a married person dealing in her sole and separate property, and Zane C. Boyd, her husband
Mortgagee: Ranchester State Bank

II. A Mortgage entitled to secure an indebtedness in the original principal sum of $49,851.92 and any other amounts and/or obligations secured thereby, recorded September 6, 1991, in Book 282, Page 43.

Dated: August 28, 1991
Mortgagor: Kim J. Kalland, a single person
Mortgagee: Ranchester State Bank

III. Notice of Federal Tax Lien recorded in the amount of $983.00 on April 10, 1996, in Book 1, Page 81.

IV. Notice of Federal Tax Lien recorded in the amount of $3,458.56 on April 19, 1996, in Book 1, Page 81.

FOR INFORMATIONAL PURPOSES ONLY:

Taxes for the year 1995, Account No. 2602, appear to be Due and Delinquent in the amount of $839.86 + interest.

Foreclosure Guarantee (11/91)

Policy No. 3-10429-O-FG

INFORMATION FOR INSURED

1. The names of the mortgagors in the Mortgage and all persons who appear to be subsequent mortgagors of record under the Mortgage are:

Kim J. Kalland
Kim Kalland Boyd
Zane C. Boyd

2. The names of persons, other than those listed in 1 above, who appear to have acquired an interest in record affecting the title to the herein described property are:

Department of the Treasury-Internal Revenue Service

3. Attention is called to Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto which contain certain notice requirements regarding the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.

4. Attention is called to the Federal Tax Lien Act of 1966, which among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his delegates as a requirement for the discharge or divestment of a Federal Tax Lien in a non-judicial sale, and established with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.

5. The Company assumes no liability for loss or damage by reason of defects, liens, encumbrances, adverse claims, or other matters: (a) not known by the Company and not shown by the public records, (b) or attaching subsequent to the effective date of this Guarantee.

P 527 894 390

Postal Service
eceipt for Certified Mail
Insurance Coverage Provided.
not use for International Mail *(See reverse)*

nt to	IRS ROCKY MOUNTAIN DISGTRIT
eet & Number	5353 Yellowstone Rd.
t Office, State, & ZIP Code	Cheyenne, WY 82009
ntage	$ 1 24
rtified Fee	1.10
ecial Delivery Fee	
stricted Delivery Fee	
turn Receipt Showing to om & Date Delivered	1.10
rn Receipt Showing to Whom, & Addressee's Address	
TAL Postage & Fees	$3, 44
tmark or Date	OCT 21 1996

RSB v. Kalland

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write *"Return Receipt Requested"* on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
IRS ROCKY MOUNTAIN DISTRICT
STOP 5200 SPS
ATTN: INSOLVENCY ADVISOR
5353 YELLOWSTONE RD
CHEYENNE WY 82009

4a. Article Number: P 527 894 390

4b. Service Type
☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery: OCT 23 1996

5. Received By: *(Print Name)*

8. Addressee's Address *(Only if requested and fee is paid)*

6. Signature: *(Addressee or Agent)*
X

PS Form **3811**, December 1994 — Domestic Return Receip

Is your RETURN ADDRESS completed on the reverse side?

P 527 894 389

Postal Service
eceipt for Certified Mail
Insurance Coverage Provided.
not use for International Mail *(See reverse)*

nt to	nternal Revenue Service
et & Number	00 17th Street
t Office, State, & ZIP Code	Denver, CO 80202-2490
ntage	$ 1 01
rtified Fee	1.10
ial Delivery Fee	
icted Delivery Fee	
n Receipt Showing to n & Date Delivered	1.10
Receipt Showing to Whom, Addressee's Address	
Postage & Fees	$ 3 21
ark or Date	21 1996

RSB v Kalland

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write *"Return Receipt Requested"* on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Internal Revenue Service
Office of the District Director
Attn: Chief Special Procedures Section
600 17th St.
Denver, CO 80202-1490

4a. Article Number: P 527 894 389

4b. Service Type
☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery: 10/21/96

5. Received By: *(Print Name)*

8. Addressee's Address *(Only if requested and fee is paid)*

6. Signature: *(Addressee or Agent)*
X

PS Form **3811**, December 1994 — Domestic Return Receir

Is your RETURN ADDRESS completed on the reverse side?

527 894 391

stal Service
eipt for Certified Mail
surance Coverage Provided.
t use for International Mail *(See reverse)*

S Rocky Mountain District	
& Number	0 17th Street
fice, State, & ZIP Code	nver, C O 80202-2490
ge	$ 1 24
d Fee	1.10
l Delivery Fee	
ted Delivery Fee	
Receipt Showing to & Date Delivered	1.10
Receipt Showing to Whom, Addressee's Address	
Postage & Fees	$ 3.44
k or Date	1996

RSB v. Kalland

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write *"Return Receipt Requested"* on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
IRS Rocky Mountain District
Attn: SPS Advisor
Stop 5020 DEN
600 17th Street
Denver, CO 80202-2490

4a. Article Number: P 527 894 391

4b. Service Type
☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery: 10/24/96

5. Received By: *(Print Name)*

8. Addressee's Address *(Only if requested and fee is paid)*

6. Signature: *(Addressee or Agent)*
X

PS Form **3811**, December 1994 — Domestic Return Receip

Is your RETURN ADDRESS completed on the reverse side?

212

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING } ss.
COUNTY OF SHERIDAN }

I, Sue Goodman,
Clerk

of The Sheridan Press, a daily newspaper of general circulation, published six times a week at Sheridan, Sheridan County, Wyoming; do solemnly swear, that the notice attached hereto and which is a part of this affidavit, was published in said newspaper 4 times as follows: Oct. 24, 31, Nov. 7, 14, 1996

that said notice was published in the regular and entire issue of the paper during the period and time of publication, and that the notice was published in the newspaper proper and not in a supplement.

In Testimony Whereof, I have hereunto set my hands this 14th day of November, 1996

Sue Goodman

Subscribed and sworn to before me this Fourteenth day of November, 1996

Sharon Bauer

NOTICE OF FORECLOSURE SALE

TO: Kim J. Kalland and Zane C. Boyd

PLEASE TAKE NOTICE that the Ranchester State Bank, as mortgagee, intends to foreclose two (2) real estate mortgages. The first mortgage was given by Kim J. Kalland and Zane C. Boyd as mortgagors, to the said Ranchester State Bank, is dated March 20, 1990; was recorded in the office of the Sheridan County Clerk and Recorder on March 20, 1990 in Book 268 of Mortgages at page 459; was given to secure a promissory note in the original principal amount of ONE HUNDRED TEN THOUSAND DOLLARS ($110,000.00) and all indebtedness then or thereafter owing; and encumbers the following described lands, including all improvements located thereon, to-wit:

A tract of land situated in the SW1/4NW1/4 of Section 11, Township 55 North, Range 85 West, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point on the centerline of Beaver Creek Road located North 52 feet from the West quarter corner of said Section 11; thence North 415.4 feet along said centerline; thence North 81°49' East 667.3 feet to a point; thence South 12°28' East 388.8 feet (South 12°58' East 388.8 feet measured); thence South 80°39' West 766 feet (South 79°28' West 553 feet to a #5 rebar; thence South 81°28' West 219.8 feet measured) to the point of beginning.

The second mortgage was given by Kim J. Kalland as mortgagor, to the said Ranchester State Bank, is dated August 28, 1991; was recorded in the office of the Sheridan County Clerk and Recorder on September 6, 1991, in Book 282 of Mortgages at page 43; was given to secure a promissory note in the original principal amount of FORTY-NINE THOUSAND EIGHT HUNDRED FIFTY-ONE DOLLARS AND NINETY-TWO CENTS ($49,851.92) and all indebtedness then or thereafter owing; and encumbers the above described lands.

Both mortgages are in default for failure of the mortgagors to make the payments thereon when due. As of the date of the first publication of this Notice, there is due on said mortgages principal in the amount of ONE HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED THIRTY DOLLARS AND EIGHTY-ONE CENTS ($138,130.81), interest in the amount of TWELVE THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS AND FORTY-FIVE CENTS ($12,339.45), attorney's fees, publication costs, and a sheriff's fee.

No suit or other proceeding has been instituted to recover the debt secured by said mortgages. But written notice of intent to foreclose said mortgage has been served on the record owners and all persons known to be in possession of said property.

THEREFORE, pursuant to the provisions of Wyoming Statutes 1997, sections 34-4-101 et seq., the above-described property will be offered for sale and sold at public vendue by the Sheriff of Sheridan County, Wyoming, or his Deputy, to the highest bidder for cash at the front door of the Sheridan County Courthouse, Sheridan, Wyoming, at the hour of ten o'clock a.m. on November 20, 1996. All interested parties are invited to attend and bid.

c/o Timothy S. Tarver
Attorney-at-Law
200 West Loucks
P.O. Box 6284
Sheridan, Wyoming 82801
(307) 672-8905

Pub.: Oct. 24, 31; Nov. 7, 14, 1996

STATE OF WYOMING)
: ss.
County of Sheridan)

082545

AFFIDAVIT

COMES NOW Timothy S. Tarver, being first duly sworn under oath, deposes and states:

1. I am an attorney admitted to practice in the State of Wyoming and residing therein.

2. I am one of the attorneys for the Ranchester State Bank for the purpose of forcclosing by advertisement and sale of a mortgage executed by Kim J. Kalland and Zane C. Boyd and a second mortgage executed by Kim J. Kalland to the Ranchester State Bank.

3. These mortgages cover the following-described property:

A tract of land situated in the $SW^1/_4NW^1/_4$ of Section 11, Township 55 North, Range 85 West, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point on the centerline of Beaver Creek Road located North 52 feet from the West quarter corner of said Section 11; thence North 415.4 feet along said centerline; thence North 81°49' East 667.3 feet to a point; thence South 12°28' East 388.8 feet (South 12°58' East 388.8 feet measured); thence South 80°39' West 766 feet (South 79°28' West 553 feet to a #5 rebar; thence South 81°28' West 219.8 feet measured) to the point of beginning.

4. That there has been and there is no agreement, express or implied, between me and any other person as an attorney in the foreclosure proceeding, for any sharing or division of attorney's fees so to be allowed or added to the debt involved.

5. That the amount of attorney's fees incurred and due and owing in this matter for compensation is TWO THOUSAND TWENTY SIX DOLLARS AND EIGHTY-SEVEN CENTS ($2,026.87). This sum is a reasonable attorney's fee.

6. This fee, added to the debt of the mortgagors, is only as compensation for services actually rendered in the fore-closure proceeding.

7. Notice of Mortgage Foreclosure Sale was published for four (4) consecutive weeks, at least once in each week, in the Sheridan Press, a newspaper printed in the county where the premises included in the mortgage is situated.

FURTHER AFFIANT SAYETH NAUGHT.

Timothy S. Tarver

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Affidavit was subscribed, sworn to and acknowledged before me this 20th day of November, 1996, by Timothy S. Tarver.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

213

RECORDED NOVEMBER 21, 1996 BK 383 PG 214 NO 242498 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JAMIE DAWN PORTER, a single person, formerly JAMIE DAWN JOCHIM, GRANTOR, of Comanche County, State of Oklahoma, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **JAMIE DAWN PORTER, a single person,** whose address is Route One, Box 2350, Elgin, Oklahoma 73538, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

A tract of land situated in the NE1/4SW1/4, of Section 33, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point on the East Right of Way line of a County Road, said point being located 1353 feet East and 1966.3 feet North from the SW Corner of said Section 33; thence East 380.6 feet to a point on the Westerly Right of Way line of said State Secondary Highway; thence along said highway boundary line South 39°44' West, 595.4 feet to a point on the East Right of Way line of said County Road; thence North along said East Right of Way line of said County Road 457.8 feet to the point of beginning, said tract containing 2 acres, more or less.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS my hand this 17TH day of November, 1996.

Jamie Dawn Porter
Jamie Dawn Porter

STATE OF OKLAHOMA)
)ss
COUNTY OF Comanche)

The foregoing instrument was acknowledged before me by Jamie Dawn Porter this 17TH day of November, 1996.

Witness my hand and official seal.

Linda Hall
Notary Public

My Commission Expires 26 February 1997

RECORDED NOVEMBER 21, 1996 BK 383 PG 215 NO 242500 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DENNIS WISENBAKER, a married man dealing in his sole and separate property, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **LARRY A. DEEDS and MARY JO DEEDS, husband and wife, as tenants by the entirety,** whose address is 1649 N. Heights Ave, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot A of the HDC Subdivision.

A subdivision in Sheridan County, Wyoming, as recorded in Drawer H of Plats, Number 34.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 20th day of November, 1996.

Dennis Wisenbaker

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Dennis Wisenbaker this 20th day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires 6-18-2000

216

RECORDED NOVEMBER 21, 1996 BK 383 PG 216 NO 242511 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ROBERT W. GOULD and LUCILLE D. GOULD, husband and wife and **CHARLES EDMUND GOULD,** a married man dealing in his sole and separate property, grantors, for and in consideration of TEN DOLLARS AND NO/100-----DOLLARS -----$10.00---and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT to **EDITH L. HENDERSON,** a single person whose address is 1753 N. Heights Drive, Sheridan, Wyoming 82801, grantees, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 3, Block 13, North Heights.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 215.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 20th day of November, 1996.

Robert W. Gould
ROBERT W. GOULD

Lucille D. Gould
LUCILLE D. GOULD

Charles Edmund Gould
CHARLES EDMUND GOULD

STATE OF WYOMING)
) §§
COUNTY OF SHERIDAN)

The foregoing instrument was subscribed and sworn to before me by Robert W. Gould and Lucille D. Gould, husband and wife, on this 20th day of November, 1996.

Witness my official hand and seal.

E. Marie Wright
Notary Public

My Commission Expires: 6-18-2000

STATE OF WYOMING)
) §§
COUNTY OF JOHNSON)

The foregoing instrument was subscribed and sworn to before me by Charles Edmund Gould on this 18TH day of November, 1996.

Witness my official hand and seal.

Deane D. Bierke
Notary Public

My Commission Expires: AUGUST 18, 2000

DEANE D. BIERKE - NOTARY PUBLIC
County of Johnson
State of Wyoming
My Commission Expires Aug. 18, 2000

RECORDED NOVEMBER 21, 1996 BK 383 PG 217 NO 242513 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GEORGE H. HERDEN and JO D. HERDEN, husband and wife, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **GLEN H. JAY and LOLA I. JAY, husband and wife, as tenants by the entireties with full right of survivorship**, grantees, whose address is 256 N. 8th STREET, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 5, 6 and 7 of Block 8, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 19th day of November, 1996.

George H. Herden
GEORGE H. HERDEN

Jo D. Herden
JO D. HERDEN

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by GEORGE H. HERDEN and JO D. HERDEN, this 19th day of November, 1996.

WITNESS my hand and official seal.

E. Marie Wright
NOTARY PUBLIC

My Commission Expires: 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

218

RECORDED NOVEMBER 21, 1996 BK 383 PG 218 NO 242517 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT OF SUCCESSOR TRUSTEE

Pursuant to Wyo.Stat.Sec. 34-2-123, the undersigned, being first duly sworn upon her oath, deposes and states as follows:

1. **Name of Trust:** The Ida Mae Reed Revocable Trust, dated January 13, 1994.

2. **Initial Trustee:** Ida Mae Reed.

3. **Name and Address of Successor Trustee:**

Dona M. Leiper
13421 W. 25th Ave.
Golden, CO 80401

4. **Circumstances of Succession as Trustee:** Under the terms of Section 2.2 of The Ida Mae Revocable Trust, dated January 13, 1994, the Settlor, Ida Mae Reed, provided that upon the death of the Initial Trustee, Ida Mae Reed, then Dona M. Leiper, Golden, Colorado, shall serve as Trustee of this trust. Ida Mae Reed died on November 10, 1996, and Dona M. Leiper has been and continues to lawfully serve in the capacity as Successor Trustee of such trust under the terms of the trust.

5. **Sheridan County Real Property:** Included within the assets of The Ida Mae Reed Revocable Trust is certain real property described in a Quitclaim Deed from Ida Mae Reed, a widow, to Ida Mae Reed, as Trustee, and to her successors in trust, of The Ida Mae Reed Revocable Trust, dated January 13, 1994, which was recorded on January 13, 1994, in Book 363 of Deeds, at Page 522, in the Office of the County Clerk of Sheridan County, Wyoming.

6. The undersigned has personal knowledge of the facts stated in this affidavit.

DATED this 20th day of November, 1996.

Dona M. Leiper
Successor Trustee of The Ida Mae Reed
Revocable Trust, dated January 13, 1994

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

Dona M. Leiper, being first duly sworn upon her oath, deposes and says: that she has read the foregoing, knows the contents thereof, and that it is true and correct to the best of her knowledge.

Dona M. Leiper

Subscribed and sworn to before me this 20 day of November, 1996, by **Dona M. Leiper.**

Notary Public

DELORES MADZIA NOTARY PUBLIC SHERIDAN COUNTY, WYO.

My Commission expires: 10-7-2000

RECORDED NOVEMBER 21, 1996 BK 383 PG 219 NO 242518 RONALD L. DAILEY, COUNTY CLERK

SPECIAL WARRANTY DEED

Dona M. Leiper, as Successor Trustee of The Ida Mae Reed Revocable Trust, dated January 13, 1994, of Jefferson County, State of Colorado, Grantor, for valuable consideration, the receipt whereof is hereby acknowledged, **GRANTS AND CONVEYS** to **Dona M. Leiper, a married woman dealing in her sole and separate property,** of 13421 W. 25th Ave., Golden, Colorado 80401, Grantee, all right, title and interest of the Grantor in and to the following-described real estate, situate in Sheridan County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

> All of Lots 3, 4 and 5, and the S/2 of Lot 2, of Block 1, of Wallings Addition to the Town of Dayton, Sheridan County, Wyoming, together with all improvements situate thereon.
>
> Subject to all zoning and building regulations, exceptions, reservations, restrictions, easements, rights-of-way, and covenants of record.

The Grantor hereby specially warrants to the Grantee the title to such real estate against all persons claiming under her.

WITNESS my hand this 20 day of Nov., 1996.

Dona M. Leiper
Successor Trustee of The Ida Mae Reed Revocable Trust, dated January 13, 1994

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 21 day of November, 1996, by **Dona M. Leiper,** the Successor Trustee of The Ida Mae Reed Revocable Trust, dated January 13, 1994.

WITNESS my hand and official seal.

Notary Public

My Commission expires: 10-7-2000

RECORDED NOVEMBER 22, 1996 BK 383 PG 220 NO 242540 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **DEBORAH SUE SIMS**, grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to grantor in hand paid by grantee, has remised, released and forever quitclaimed, and by these presents does for herself, her heirs, executors and administrators, remise, release and forever quitclaim unto **JOEL WADE SIMS, a married person dealing in his sole and separate property**, grantee, his heirs and assigns, forever, all right, title, interest, property, possession, claim and demand as she has or ought to have, in or to all the following described premises, to-wit:

Lot 13, Block 10, Woods Addition to the City of Sheridan, Sheridan County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said **JOEL WADE SIMS**, his heirs and assigns, to his own proper use and behoof forever, so that neither **DEEORAH SUE SIMS**, nor any person in her name or behalf, or any other person shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they or every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, DEBORAH SUE SIMS has hereunto set her hand and seal this 21st day of November, 1996.

Deborah Sue Sims
DEBORAH SUE SIMS

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by DEBORAH SUE SIMS, this 21st day of November, 1996.

WITNESS my hand and official seal.

Robin L Bailey
NOTARY PUBLIC

My Commission Expires: Dec 22, 1996

RECORDED NOVEMBER 22, 1996 BK 383 PG 221 NO 242602 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

KEITH R. DAVIDSON, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **JOE D. STIPEK and KATHY D. STIPEK, husband and wife, as tenants by the entirety,** whose address is 593 Big Goose Road, Sheridan, Wyoming, 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Tract 14, of the Pierce Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 185.

EXCEPT

That portion conveyed to the Transportation Commission of Wyoming by Warranty Deed recorded April 8, 1992 in Book 349 of Deeds, Page 293.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 22nd day of November, 1996.

Keith R Davidson
Keith R. Davidson

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Keith R. Davidson, this 22nd day of November, 1996.

Witness my hand and official seal.

E Marie Wright
Notary Public

My Commission Expires 6-16-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

222

RECORDED NOVEMBER 22, 1996 BK 383 PG 222 NO 242604 RONALD L. DAILEY, COUNTY CLERK

PERSONAL REPRESENTATIVE'S DEED

KATHRYN G. STRAHAN, the duly appointed, qualified and acting Personal Representative of the Estate of Cynthia Ann Kistler, a/k/a Cindy Kistler, states as follows:

1. Cynthia Ann Kistler, a/k/a Cindy Kistler, died intestate in Washakie County, Wyoming, on July 19, 1996, and Letters of Administration were issued to the Personal Representative by the Clerk of District Court on 1st day of August, 1996, in Probate No. P96-7-74.

2. By Order entered November 13, 1996, the District Court for Sheridan County, Wyoming, authorized and confirmed the sale by the undersigned of the real property described below to Steven A. Teslow and Susan M. Teslow, husband and wife.

3. Pursuant to the authority given to her, the Personal Representative sold the below-described real property to Steven A. Teslow and Susan M. Teslow, husband and wife, as Grantees.

NOW, THEREFORE, Kathryn G. Strahan, as Personal Representative of the Estate of Cynthia Ann Kistler, a/k/a Cindy Kistler, deceased, Grantor, for One Dollar and other good and valuable consideration ($1.00 +), the receipt whereof being hereby acknowledged, does by these presents grant, bargain, sell and convey unto **STEVEN A. TESLOW AND SUSAN M. TESLOW**, husband and wife, as tenants by the entirety, 745 LaClede, Sheridan, WY 82801, Grantees, all of said estate's right, title and interest in and to the following-described real property:

> Lot 6, Block 11, of the Nielsen Heights Addition to the City of Sheridan, Sheridan County, Wyoming.
>
> Together with all improvements thereon, easements and other appurtenances, and a dishwasher, refrigerator and commercial range, all in their present condition.
>
> Subject to general taxes for 1996 and all building and zoning regulations, exceptions, reservations, restrictions, easements, rights-of-way, and covenants of record and subject to any statement of facts which would be disclosed by an accurate survey or physical inspection of the premises, and subject to all city, state and county subdivision laws.

IN WITNESS WHEREOF, the Grantor has executed this deed this 22 day of November, 1996.

ESTATE OF CYNTHIA ANN KISTLER,A/K/A CINDY KISTLER, DECEASED

By: Kathryn G Strahan
KATHRYN G. STRAHAN
Personal Representative

STATE OF WYOMING)
: ss. **ACKNOWLEDGMENT**
COUNTY OF SHERIDAN)

On this 22 day of November, 1996, before me personally appeared **Kathryn G. Strahan,** to me personally known, who, being by me duly sworn, did say that the foregoing instrument was signed this date and acknowledged said instrument is the free act and deed of said Personal Representative in her fiduciary capacity.

Given under my hand and notarial seal this 22 day of November, 1996.

E Marie Wright
Notary Public

My Commission expires: 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED NOVEMBER 22, 1996 BK 383 PG 223 NO 242616 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DALLAS RICHARD ARIZONA, JR., a married man dealing in his sole and separate property, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, does hereby CONVEY and WARRANT to the GRANTEES, **DALLAS RICHARD ARIZONA, JR. and ADRIANNE I. ARIZONA, husband and wife, as tenants by the entirety,** whose address is 73 U.S. Highway 87, Parkman, WY 82838, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 58 North, Range 87 West, 6th P.M.

Section 22: E1/2NE1/4
Section 23: NW1/4NW1/4, S1/2NW1/4

Together with all improvements situate thereon.

WITNESS my hand this 22 day of Nov, 1996.

Dallas Richard Arizona, Jr.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Dallas Richard Arizona, Jr. this 22nd day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires Oct 4, 2000

224

RECORDED NOVEMBER 22, 1996 BK 383 PG 224 NO 242620 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ALAN LLOYD and JANICE E. LLOYD, husband and wife, and MARLA K. MIECH, a married person dealing in her sole and separate property,, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **LONNIE MIECH and MARLA K. MIECH, husband and wife, as tenants by the entireties with full right of survivorship**, grantees, whose address is 229 South Fork Avenue, Dayton, Wyoming, 82836, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 19, Big Horn View Subdivision, 1st Addition to the Town of Dayton, Sheridan County, Wyoming, according to recorded plat in Book 1, page 310 thereof.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 15 day of November, 1996.

Alan Lloyd
ALAN LLOYD

Janice E. Lloyd
JANICE E. LLOYD

Marla K Miech
MARLA K. MIECH

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by ALAN LLOYD and JANICE E. LLOYD, this 15 day of November, 1996

WITNESS my hand and official seal.

E. Marie Wright
NOTARY PUBLIC

My Commission Expires: 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by MARLA K. MIECH, this 6th day of November, 1996

WITNESS my hand and official seal.

E. Marie Wright
NOTARY PUBLIC

My Commission Expires: 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED NOVEMBER 22, 1996 BK 383 PG 226 NO 242623 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Jimmy L. Morrow, a single person, Grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by Timothy J. Morrow, a single person, Grantee, whose address is P.O. Drawer 6264, Sheridan, Wyoming 82801, the receipt whereof is hereby confessed and acknowledged, has remised, released and forever quitclaimed, and by these presents does, for himself, his heirs, executors and administrators, remise, release and forever quitclaim unto the said Timothy J. Morrow, a single person, his heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand as he might have or ought to have, in or to all of the following described premises, to wit:

> Lot 4, Block 12, Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and all of appurtenances thereunto appertaining or belonging. Subject to, and including, all reservations, restrictions, easements, rights-of-way and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

To have and to hold the said premises unto the said Timothy J. Morrow, a single person, his heirs and assigns, and to his and their own proper use and behoof forever. So that neither Jimmy L. Morrow nor any other person in his name or behalf, shall or

will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of November, 1996.

JIMMY L. MORROW

Signed, sealed and delivered in the presence of:

Witness

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **Jimmy L. Morrow**, a single person, this 22nd day of November, 1996.

WITNESS my hand and official seal.

Notary

My commission expires: June 25, 1995

RECORDED NOVEMBER 25, 1996 BK 383 PG 228 NO 242634 RONALD L. DAILEY, COUNTY CLERK

CORRECTIVE QUITCLAIM DEED TO TRUSTEES

The purpose of this Corrective Quitclaim Deed to Trustees is to correct a mistake in the legal description of that certain Quitclaim Deed to Trustees which was recorded on October 17, 1995, in Book 376 at Page 164 in the office of the Sheridan County Clerk and Recorder. **ELIZABETH KIRKPATRICK AND KEY TRUST COMPANY OF THE WEST, TRUSTEES OF THE ELIZABETH KIRKPATRICK TRUST DATED DECEMBER 13, 1974**, whose address is P. O. Box 9000, Sheridan, WY 82801 (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim to **ELIZABETH KIRKPATRICK AND KEY TRUST COMPANY OF THE WEST, TRUSTEES OF THE ELIZABETH KIRKPATRICK TRUST DATED DECEMBER 13, 1974** (herein referred to as "Grantees"),whose address is P. O. Box 9000, Sheridan, WY 82801, all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

See Exhibit "A" which is attached hereto.

Dated this 12th day of November, 1996.

Elizabeth Kirkpatrick

Elizabeth Kirkpatrick

Key Trust Company of the West

By: Jonathan Malutich

Jonathan Malutich, Trust Officer

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Corrective Quitclaim Deed was subscribed, sworn to and acknowledged before me this 12th day of November, 1996, by Elizabeth Kirkpatrick and Jonathan Malutich, the Vice President and Trust Officer of Key Trust Company of the West, Trustees of the Elizabeth Kirkpatrick Trust dated December 13, 1974.

WITNESS my hand and official seal.

Dru E. Schmitt

Notary Public

My Commission expires: 9-21-97

DRU E. SCHMITT - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Sept. 21, 1997

EXHIBIT "A"

Lot number 19 and the North half of Lot 18, and that part of Lot 26 lying South of the irrigating ditch which crosses said lot in an easterly direction, being 44 feet on the east, 66 feet on the south and 46 feet on the west, all in the Piney Inn Subdivision of part of the southwest quarter of Section 7, Township 53 North, of Range 83 West of the 6th P. M., Sheridan County, Wyoming, together with all improvements thereon, all water, water rights, ditches and ditch rights thereunto appertaining or belonging.

An undivided twenty-five per cent interest of all oil and gas in and underlying the following lands:

Lots 1, 2 and 3; and South Half of the Northeast Quarter; and North Half of the Southeast Quarter; and Southeast Quarter of the Northwest Quarter; and Northeast Quarter of the Southwest Quarter of Section 3, in Township 53, North of Range 83; and

Southwest Quarter of the Southwest Quarter of Section 27; and East half of the Southwest Quarter; and West Half of the Southeast Quarter; and Southeast Quarter of the Southeast Quarter of Section 28; and East Half of the Northeast Quarter of Section 33; and Northwest Quarter; and West Half of the Northeast Quarter; and Southeast Quarter of the Northeast Quarter; and Southeast Quarter; and East Half of the Southwest Quarter; and Northwest Quarter of the Southwest Quarter of Section 34; all on Township 54, North of Range 83;

(Subject to water reservation in Deed recorded in Book N. Page 348, Records of Sheridan County, Wyoming; and Pipe Line Easement recorded in Book 30, Page 352, of said Records; and subject to any vested water rights, and subject to rights-of-way for any lawfully constructed ditches, canals and reservoirs, and the right of the proprietor of a vein or lode to follow and remove his ore, and to all valid outstanding mineral rights of record, and to all rights and appurtenances in connection therewith)

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RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW MAIL TAX STATEMENT TO:

Name / Street address / City & State:
Lois Jean Farah
1356 Clear Lake Pl.
Brea, CA 92821

MAIL TAX STATEMENTS TO

Name / Street address / City & State:
Lois Jean Farah
1356 Clear Lake Pl.
Brea, CA 92821

TITLE ORDER NO._____ ESCROW NO._____

RECORDED NOVEMBER 25, 1996 BK 383 PG 230
NO 242671 RONALD L. DAILEY, COUNTY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $_____

- ☐ computed on full value of property conveyed, or
- ☐ computed on full value less value of liens or encumbrances remaining at time of sale.
- ☐ unincorporated area ☐ city of _____, AND

TRANSFER OF TITLE INTO TRUST
FOR A ~~VALUABLE CONSIDERATION~~, receipt of which is hereby acknowledged,

LOIS JEAN FARAH

hereby remise, release and forever QUITCLAIM to

LOIS JEAN FARAH 1996 REVOCABLE TRUST

the following described real property in the City of Sheridan,
County of Sheridan, State of ~~California~~ Wyoming:

Lot 2, Block 16, Sheridan Land Co. Addition to the Town, now City, ofSheridan, Sheridan County, Wyoming.

Dated November 5, 1996

Lois Jean Farah
LOIS JEAN FARAH

STATE OF CALIFORNIA
COUNTY OF Orange } SS.

On this 5 day of November in the year 1996 before me, the undersigned, a Notary Public in and for said State, personally appeared Lois Jean Farah

[X] personally known to me
[ ] proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to this instrument, and acknowledged to me that he (she or they) executed it.

PATRICIA S. MARTINEZ
COMM. # 1101285
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Commission Expires JUNE 10, 2000

Signature Patricia S. Martinez
NOTARY PUBLIC IN AND FOR SAID STATE

(This area for official notarial seal)

T-293

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

RECORDED NOVEMBER 25, 1996 BK 383 PG 231 NO 242678 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

Darleen Schreibeis Schunk, 3421 U.S. Highway 87, Sheridan, Wyoming 82801 and **Gene L. Schreibeis**, P.O. Box 696, Worland, Wyoming 82401 ("Grantors"), for and in consideration of $20.00 in hand paid and other valuable consideration, receipt of which is hereby acknowledged, convey and quitclaim to **Mary B. Mommsen,** 350 Ash Creek Road, Sheridan, Wyoming 82801, ("Grantee") a single woman, all of their interest in and to the following described real estate situate in the County of Sheridan, State of Wyoming:

> The Northwest Quarter of the Southwest Quarter, Section 33 in Township 58 North of Range 84 west of the Sixth Principal Meridian, Wyoming.
>
> Reserving unto Grantors all oil, gas and mineral rights together with the right to enter upon the surface to explore for and extract the same, subject to reasonable compensation to the surface owner for resulting damage thereto.

which real property is a tract of land consisting of approximately 40 acres.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

DATED this 12th day of December, 1995.

Gene L. Schreibeis

Darleen Schreibeis Schunk

Bonnie M. Schreibeis

William F. Schunk

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing Quitclaim Deed was acknowledged before me this 12th day of December, 1995, by Gene L. Schreibeis and Bonnie M. Schreibeis.

WITNESS my hand and official seal.

LINDA L. OLSON - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 27, 1998

Linda L. Olson
Notary Public

My commission expires:

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing Quitclaim Deed was acknowledged before me this 12th day of December, 1995, by Darleen Schreibeis Schunk.

WITNESS my hand and official seal.

LINDA L. OLSON - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 27, 1998

Linda L. Olson
Notary Public

My commission expires:

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing Quitclaim Deed was acknowledged before me this 13th day of December, 1995, by William F. Schunk.

Witness my hand and official seal.

SHARON BARNETT - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Nov. 28, 1996

Sharon Barnett
Notary Public
11-28-96

WARRANTY DEED—FORM NO. 9 (1) HILLS COMPANY, DENVER 141765

RECORDED NOVEMBER 25, 1996 BK 383 PG 233 NO 242690 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

RUTH W. REISENWEVER,

grantor, of Hot Springs County, and State of Wyoming, for and in consideration of Two Thousand and no/100 DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO JOHN PRUITT

grantee, whose address is 1135 North Crook, Sheridan, Wyoming 82801

the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

The South 36½ feet of Lots 5 and 6 in Block 3, Sheridan Land Company's Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming, together with all improvements thereon.

WITNESS my hand this 11th day of April, 1989.

Ruth W. Reisenwever
RUTH W. REISENWEVER

State of WYOMING
County of SHERIDAN } ss.

The foregoing instrument was acknowledged before me by Ruth W. Reisenwever,

this 11th day of April, 1989.

Witness my hand and official seal.

ROBERT W. BROWN - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires January 18, 1992

Robert W. Brown
Signature
Notary Public
Title of Officer

My Commission Expires: Jan. 18, 1992

PREPARED BY: (RETURN TO)
L.L. Williams - Room 25.190
Amoco Production Company
P.O. Box 3092
Houston, Texas 77253-3092

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Lease No: 670611
Gov. Lease No. W-108633

RECORDED NOVEMBER 25, 1996 BK 383 PG 234 NO 242691 RONALD L. DAILEY, COUNTY CLERK

RELEASE OF LEASE

Amoco Production Company, a Delaware corporation, does hereby release, relinquish and surrender all of its right, title and interest in and to those certain oil and gas, or oil, gas and mineral leases, only in so far as said leases cover the lands located in County of Sheridan, State of Wyoming, more particularly described in Schedule hereto attached and marked **EXHIBIT "A"**.

Executed this 13th day of November, 1996.

APPROVED
11/13/96

Amoco Production Company

By: L L Williams

L. L. Williams, Its Attorney in Fact

Witness:

C. L. Bulanek

C. L. Bulanek

K. T. Plaisance

K. T. Plaisance

CORPORATION ACKNOWLEDGEMENT, ATTORNEY IN FACT:

State of Texas §
§
County of Harris §

On this 13th day of November, 1996, before me, the undersigned, a Notary Public in and for said county and state, personally appeared L. L. Williams, known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that she is the Attorney in Fact of Amoco Production Company, and that said instrument was executed in behalf of said corporation, by authority of its Board of Directors, and said L. L. Williams acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this 13th day of November, 1996.

M. Mae McGowan

M. Mae McGowan
Notary Public in and for the State
of Texas (Commission Expires 04/13/99)

M. MAE McGOWAN
Notary Public, State of Texas
My Commission Expires
April 13, 1999

lch exp 10/96

EXHIBIT A

LEASE SCHEDULE

STATE OF WYOMING COUNTY OF SHERIDAN

PROPERTY NO	LESSOR	LESSEE	DATED	BOOK	PAGE	FILE/DOCUMENT
670611	U S A	PRIMARY FUELS INC	05/01/88	322	381	18781

GOVERNMENTAL LEASE NO. W-108633

DESCRIPTION

T-56-N R-78-W
SEC 02: E/2SW/4
SEC 10: SE/4SW/4, S/2SE/4
SEC 15: E/2NW/4, NE/4SW/4, N/2SE/4

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RECORDED NOVEMBER 25, 1996 BK 383 PG 236 NO 242692 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

HORACE A. HARRIS, a single man, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **TERRANCE K. WEST**, a single man, grantee, whose address is 116 Coffeen, Sheridan, Wyoming, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

> Lots Fourteen (14), Fifteen (15), and Sixteen (16), Block Four (4) of Subdivision of Block Nine (9) of the Wood's Addition to the City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.
>
> Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS my hand this 8th day of March, 1991.

Horace A Harris

Horace A. Harris

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Horace A. Harris, this 14th day of March, 1991.

WITNESS my hand and official seal.

Robert S Hardesty

Notary Public

My Commission Expires: May 25, 1991

RECORDED NOVEMBER 25, 1996 BK 383 PG 237 NO 242693 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

CORA FOSLIEN, a married woman dealing in her sole and separate property, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, does hereby CONVEY and WARRANT to the GRANTEES, **JAMES DARRELL TOWNSEND, a married man as his sole and separate property, and BARBARA LILLEY, a married woman as her sole and separate property, as joint tenants with right of survivorship**, whose address is _____, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 14, Block 71, Downer Addition to the Town, now City of Sheridan, Sehridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 25th day of November, 1996.

Cora Foslien
Cora Foslien

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Cora Foslien, this 25th day of November, 1996.

Witness my hand and official seal.

Maureen H Legerski
Notary Public

My Commission Expires April 26, 1999

MAUREEN H. LEGERSKI - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 4-26-99

RECORDED NOVEMBER 25, 1996 BK 383 PG 238 NO 242698 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GLENN POWELL AND SALETA CAMERON, husband and wife, GRANTORS, of Elbert County, State of Colorado, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **HEATH A. STEEL and JENNIFER S. STEEL, husband and wife, as tenants by the entirety,** whose address is ~~2398 Spruce Rd. Elizabeth, CO 80107~~ P.O. Box 628 Big Horn, WY 82833, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Exhibit "A"

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 6th day of November, 1996.

Glenn Powell

Saleta Cameron

STATE OF COLORADO)
)ss
COUNTY OF Elbert)

The foregoing instrument was acknowledged before me by Glenn Powell and Saleta Cameron this 6 day of November, 1996.

Witness my hand and official seal.

Bonnie L. Hammond
Notary Public

My Commission Expires 5-13-00

My Commission Expires _____

EXHIBIT "A"

A tract of land located in the NW¼SW¼ of Section 19, Township 55 North, Range 83 West of the 6th P.M., and the N½SE¼ of Section 24, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the West one quarter corner of said Section 19, thence South 89° 29' 48" East 399.5 feet; thence South 34° 41' 12" West 734.3 feet; thence South 1° 43' 54" West 206.5 feet; thence South 60° 42' 26" West 311.1 feet; thence South 51° 01' 56" West 163.6 feet; thence South 18° 52' 03" West 220.3 feet to the South line of said NE¼SE¼; thence North 89° 26' West 645.9 feet to a point on the Easterly Right of Way line of Interstate Highway I-90; said point being Right of Way Marker Station 241 + 00; thence along said Easterly Right of Way in a Northwesterly direction to the North line of said N½SE¼; thence South 89° 26' East 1326.5 feet to the point of beginning.

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RECORDED NOVEMBER 25, 1996 BK 383 PG 240 NO 242706 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

Greg Morris, husband and Grantor, of 325 Weare Street, City of Ranchester, County of Sheridan, State of Wyoming, for and in consideration of One Dollar ($1.00) in hand paid, receipt of which is hereby acknowledged, conveys and quitclaims to **Greg Morris and Laurie Morris**, as husband and wife, as tenants by the entireties, Grantees, of 325 Weare Street, City of Ranchester, County of Sheridan, State of Wyoming, all interest in the following described real estate situated in the County of Sheridan, State of Wyoming:

Lot 10, Block 12 of the Town of Ranchester, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

DATED this 20 day of November, 1996.

Greg Morris

Greg Morris, Grantor

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing Quitclaim Deed was acknowledged before me this 20th day of November, 1996, by Greg Morris.

WITNESS my hand and official seal.

SHARON BARNETT - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Nov. 28, 1996

Sharon Barnett

Notary Public

My commission expires: 11-28-96

Recording requested by:

And when recorded mail to:

RECORDED NOVEMBER 25, 1996 BK 383 PG 241 NO 242715 RONALD L. DAILEY, COUNTY CLERK

TAR PREFERRED MORTGAGE CORPORATION
23722 Birtcher Drive
Lake Forest, CA 92630

Loan Number: 21404051

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REQUEST FOR SPECIAL NOTICE

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust Recorded 8/4/95 as instrument No.BOOK 339 PAGE 557, in Book _____, Page ____, Official Records of SHERIDAN County, WYOMING as affecting herein described property, executed by ORRIN E. DOCKHAM AND LISA R. DOCKHAM, HUSBAND AND WIFE as Trustor in which NORWEST MORTGAGE, INC. is named as Beneficiary, and as Trustee, be mailed to TAR PREFERRED MORTGAGE CORPORATION, 23722 BIRTCHER DRIVE, LAKE FOREST, CA 92630 describing land therein as:
LOT 4, BLOCK 3, THURMOND'S SECOND ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING. 428 WEST BURKITT, SHERIDAN, WYOMING, 82801
A.P.N. 8158

Dated: November 12, 1996

T.A.R. PREFERRED MORTGAGE CORPORATION
a California Corporation

By: _____
TERESA SMITH
Authorized Signer

STATE OF CALIFORNIA)
COUNTY OF ORANGE)Ss.

On 11/12/96 before me, the undersigned Notary Public, personally appeared TERESA SMITH 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 _____
BETH OWENS

BETH OWENS
Comm. # 1063348
NOTARY PUBLIC CALIFORNIA
Orange County
My Comm. Expires June 28, 1999

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RECORDED NOVEMBER 25, 1996 BK 383 PG 242 NO 242726 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

PAUL W. MICHELSEN, a married man dealing in his sole and separate property, also known as Paul W. Michelson and CHERYL S. BLANKENSHIP, a single woman, GRANTORS, of Sheridan County, State of Wyoming, and SANTA FE County, State of New Mexico, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **GREGORY R. CARLSON, a single person,** whose address is 45 Bellevue, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 9 of the Subdivision of Lot "F" of Held Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, EXCEPTING therefrom, the West eighty-four (84) feet of the South one (1) foot of said lot.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 15 day of November, 1996.

Paul W. Michelsen

Paul W. Michelsen

Cheryl S. Blankenship

Cheryl S. Blankenship

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Paul W. Michelsen this 22nd day of November, 1996.

Witness my hand and official seal.

JANE CLARK NOTARY PUBLIC County of Sheridan State of Wyoming My Commission Expires

Jane B. Clark

Notary Public

My Commission Expires May 2, 1998

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me by Cheryl S. Blankenship this 15 day of November 1996.

Witness my hand and official seal.

Catherine M Kerrigo
Notary Public

My Commission Expires: 04-12-2000.

RECORDED NOVEMBER 25, 1996 BK 383 PG 244 NO 242740 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED TO TRUSTEES

TERRY D. OLSON, a married man, (herein referred to as "Grantor") whose address is 131 West Colorado, Sheridan, WY 82801, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims unto **TERRY D. OLSON AND VERA E. OLSON, TRUSTEES OF THE TERRY D. OLSON TRUST UNDER AGREEMENT DATED SEPTEMBER 6, 1996**, (herein referred to as "Grantees"), whose address is 131 West Colorado, Sheridan, WY 82801, Grantor's undivided one-half ($^1/_2$) interest in the real estate which is described below and which is situated in Sheridan County, Wyoming. The property being conveyed is described as follows, to-wit:

Lot 5 and the South half of Lot 6, in Block 25, of the Amended Plat of Sheridan Land Company's Second Addition to the Town, now city, of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Dated this 21st day of November, 1996.

Terry D Olson

Terry D. Olson, by Vera E. Olson, attorney-in-fact for Terry D. Olson under written Power of Attorney which was recorded in the office of the Sheridan County, Wyoming Clerk and Recorder on November 19, 1996, in Book 17 of Miscellaneous Documents at page 93.

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed to Trustees was subscribed, sworn to and acknowledged before me this 21st day of November, 1996, by Vera E. Olson, as attorney-in-fact for Terry D. Olson.

WITNESS my hand and official seal.

Vicki Larson
Notary Public

My Commission expires: June 19, 2000

VICKI LARSON
Notary Public
County of Sheridan
State of Wyoming
My Commission Expires June 19, 2000

RECORDED NOVEMBER 26, 1996 BK 383 PG 245 NO 242787 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

CHRISTOPHER D. WELTER and MARY WELTER, husband and wife, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **TIMOTHY N. MCCORMACK and RENAE L. MCCORMACK, husband and wife, as tenants by the entireties with full right of survivorship**, grantees, whose address is 1435 North Heights Drive, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 22, Block 4, North Heights, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, page 215.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 22nd day of November, 1996.

Christopher D Welter
CHRISTOPHER D. WELTER

Mary Welter
MARY WELTER

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by CHRISTOPHER D. WELTER and MARY WELTER, this 22nd day of November, 1996.

WITNESS my hand and official seal.

E. Marie Albright
NOTARY PUBLIC

My Commission Expires: 6-18-2000

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RECORDED NOVEMBER 26, 1996 BK 383 PG 246 NO 242835 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

PHYLLIS A. LEGOSKI, a single person, of Sheridan County, Wyoming, (hereinafter referred to as Grantor, whether one or more), for valuable consideration, **CONVEYS AND QUITCLAIMS** to **PHYLLIS A. LEGOSKI, as Trustee, and to her successors in trust, of The Phyllis A. Legoski Revocable Trust, dated October 10, 1996,** whose address is 4918 Coffeen Avenue, Sheridan, Wyoming 82801 (Grantee), all right, title and interest in the following-described real estate situate in Sheridan County, Wyoming:

> A tract of land situated in the SW1/4NW1/4 of Section 14, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:
>
> Commencing at the Northwest corner of said Section 14; thence S41°29'30"E, 1926.13 feet to the point of beginning of the herein described tract, said point lying on the West right of way line of Coffeen Avenue (A.K.A. US Highway 87); thence S00°36'52"W, 78.53 feet along said West right of way line to a point; thence S89°57'20"W, 395.06 feet to a point; thence N00°00'51"W, 78.53 feet to a point; thence N89°57'20"E, 395.93 feet to the point of beginning of said tract.
>
> Said tract contains 0.713 acres of land, more or less.
>
> Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.
>
> Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Grantor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

The Grantee holds this property as trustee of The Phyllis A. Legoski Revocable Trust, dated October 10, 1996. The Settlor of the trust is Phyllis A. Legoski, who has an unrestricted power to amend or revoke the terms of said trust.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 10th day of October, 1996.

Phyllis A. Legoski

STATE OF WYOMING)
: ss. **ACKNOWLEDGMENT**
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 10th day of October, 1996, by **Phyllis A. Legoski.**

WITNESS my hand and official seal.

Notary Public

My Commission expires: October 19, 2000

RECORDED NOVEMBER 27, 1996 BK 383 PG 247 NO 242906 RONALD L. DAILEY, COUNTY CLERK

HOME AGREEMENT

This agreement made and executed this 18th day of November, 1996 by and between the Wyoming Community Development Authority (the "W.C.D.A.") and Townhouse Apartments, A Limited Partnership (the "Developer").

W I T N E S S E T H :

WHEREAS: The HOME program was created under Title II of the National Affordable Housing Act of 1990 to, among other purposes, provide for the expansion of the supply of decent, safe, sanitary and affordable housing, particularly rental housing for very low income and low income Americans, to strengthen the abilities of State and local governments to design and implement strategies for providing such housing and to provide for cooperation among various levels of government and the private sector for the production and operation of such housing and,

WHEREAS: The Developer has designed a project (the "Project") which meets the goals and requirements of the HOME Program, has made an application to W.C.D.A. for HOME Program funds and has been approved for funding.

NOWTHEREFORE for and in consideration of the promises and covenants hereinafter set forth it is agreed as follows:

1. The Project: The Project shall consist of the new construction of 23 rental units of which 11 units will be assisted with HOME Funds and located in Sheridan, Wyoming as described in the application for HOME Funds. A description of the Project, marked exhibit "A" and "B" is attached hereto and incorporated herein.

2. HOME Funds: The Developer shall receive HOME Funds for the Project in the amount of $500,000.00 as follows:

A. A loan in the amount of Five Hundred Thousand and No/100--Dollars ($500,000.00) to be repaid to WCDA, in the manner set forth below and with the first payment due December 1, 1997. Any principal and interest remaining on the first day of November, 2027, will be due on that date which is called the "Maturity Date". Interest shall commence to accrue November 1, 1997, and is payable as follows:

Interest only at One Percent (1.0%) per annum will be paid in 240 equal monthly payments of Four Hundred Sixteen and 67/100 Dollars (416.67) commencing on the 1st day of December 1997, and a like payment on the same day of each of the next succeeding calendar months thereafter until November 1, 2017.

Upon the 241st payment due date of December 1, 2017, the principal balance remaining on the Note, if the Note

has been paid as agreed, will be Five Hundred Thousand and No/100----Dollars ($500,000.00). This principal balance will begin a 20 year amortization with interest at Five Percent (5.00%) per annum until the "Maturity Date"of November 1, 2027, at which time the Note must be paid in full. Monthly payments on this portion of the loan will be Three Thousand Two Hundred Ninety Nine and 78/100-- Dollars ($3,299.78).

On November 1, 2027, any amounts of principal and interest still owed under this Note, are due and payable in full on that date, which is called the "Maturity Date".

B. In addition to the loan described in paragraph 2A, the Developer may make application for such additional funds as may be necessary to complete and operate the project. In the event said application for additional funds is accepted by W.C.D.A. said additional funds may be in the form of loans or grants, added to the amounts specified in paragraphs 2A or B as the case may be and subject to all terms and conditions of this agreement.

3. Title and Acquisition of Project: The Developer has acquired fee simple title to the Project. Title shall be subject to the terms and conditions of this agreement which shall be set forth in a deed restriction incorporating said agreement by reference and subject to the terms and conditions of the mortgage given to secure repayment of the amount set forth in paragraph 2A and B and in compliance with all terms and conditions of this agreement.

4. Rehabilitation, Repair, Maintenance and New Construction.

A. Rehabilitation and or New Construction Work.

(1) Scope of Work: The Developer shall furnish all of the material and perform all of the work on the Project, as shown on the drawings and described in the specifications, all in accordance with the terms of the Contract Documents, all of which are collectively incorporated herein by reference.

(2) Change Orders: The Developer shall not make any changes in the Scope of Work without written approval from W.C.D.A. or its agent.

(3) Time of Completion: The Developer or Developer's subcontractor(s) shall commence work within 60 calendar days of the execution of this Agreement, and work shall be completed within 270 calendar days after commencing work. In the event the Developer does not commence with the work within 60 days, W.C.D.A. has the option of terminating this agreement for failure to commence work within the time allowed.

(4) Contract Sum: Upon authorization by WCDA's agent, W.C.D.A. shall draw down HOME Funds to pay the

Developer for the performance of the Contract.

(5) Method of Payment: HOME Funds are not advanced for materials or labor, but are disbursed as work is completed.

W.C.D.A. or its agent can authorize progress payments on account of the contract, upon requisition by the Developer, and conditioned upon inspection and approval by W.C.D.A. or its agent, as follows:

Payment of the funds will be made to the Developer within ten working days of a request for a progress payment, provided work is inspected and approved by W.C.D.A. or its agent.

Before each progress payment is made the Developer or Developer's subcontractor(s) may be required to furnish W.C.D.A. or its agent good and sufficient evidence (such as lien waivers/releases) that the premises are free from all liens, damages, and everything chargeable to subcontractor(s).

W.C.D.A. may at its option pay funds directly to contractors, subcontractors, materialmen or the Developer or by joint check or require such lien waivers or releases or a performance bond in an amount sufficient to guarantee the completion of all work.

(6) Retainage and Final Payment: A ten percent (10%) retainage will be withheld from each payment. Final payment will be due 15 days after completion of the work, provided the Developer has satisfactorily performed the described work in accordance with the contract.

The Developer shall submit to W.C.D.A. or its agent a release or waiver of all mechanics and material liens prior to final payment.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Developer, other than those arising from unsettled liens or from faulty work appearing thereafter, and all claims by the subcontractor(s), except any previously made and still unsettled. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, or threatened, damage by the subcontractor(s) to others not adjusted, or failure to make payments properly to agents or for material or labor.

(7) Permit/Codes/Licenses: The Developer shall obtain at Developer's expense, all permits and licenses necessary for the completion and execution of the work described in the contract documents. The Developer shall insure that all work is performed in conformance with applicable State and local codes and ordinances.

The Developer shall furnish a Final Inspection and/or Occupancy Certificate from the CITY of SHERIDAN, Wyoming, to show that all work has been done in accordance with local codes.

All general contractors and subcontractors shall be licensed in accordance with the requirements of local codes and ordinances.

All general contractors and subcontractors shall carry liability and Worker's Compensation insurance in the amounts prescribed by State and local code and ordinance.

(8) Materials: All materials installed shall be new unless otherwise specified. All work is to be a finished product unless specified to the contrary.

Materials and/or workmanship failing to meet these requirements shall be replaced at the Developer's expense. Acceptance of materials and/or workmanship by an authorized representative of W.C.D.A. prior to completion of the contract does not relieve the Developer from Developer's obligation to produce materials and/or workmanship in first class condition at the completion of the contract.

(9) Protection of Work/Property/Persons: The Developer shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to Developers act or negligence or the acts or negligence of any agent, employee, contractor or subcontractor of the Developer. Developer shall supervise the work with special attention to adequate safety precautions especially where hazardous work is involved.

The Developer agrees to hold W.C.D.A. and its agents and employees harmless for any damages concerning the undertaking and carrying out of this Agreement, or in connection with acts performed which would reasonably be associated with consultation, technical advice, financial counseling, property inspection, and other related activities or for any claims for property damage or personal injury arising from the project or any work performed thereon.

(10) Property Standards: Housing that is constructed or rehabilitated with HOME funds must meet all applicable State and local codes, rehabilitation standards, ordinances, zoning ordinances and regulations at the time of project completion. In absence of a local code for new construction or rehabilitation, HOME-assisted new construction or rehabilitation must meet, as

applicable: one of three model codes [Uniform Building Code (ICBO), National Building Code (BOCA), Standard Building Code (SBCCI)]; or the Council of American Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

All other HOME-assisted housing must meet all applicable State and local housing quality standards and code requirements and if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.

The housing must meet the accessibility requirements in the regulations referenced in 24 CFR 5.105 (a) which implement the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.

In order to assure that the Federal lead-based paint (LBP) hazard removal requirements are met, the Developer is responsible for compliance with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and HUD regulations 24 CFR Part 35. The lead-based paint provisions of 24 CFR 982.401 (j) also apply, irrespective of the applicable property standard under 24 CFR Part 92.251. In a project in which not all units are assisted with HOME funds, the lead-based paint requirements apply to all units and common areas in the project.

Developer agrees to indemnify W.C.D.A. from any liability arising by reasons of Developer's failure to perform Developer's obligations under this Agreement with respect to the elimination of immediate LBP health hazards, the prohibition against the use of LBP, the Developer's responsibility for complying with applicable Federal, State and local LBP laws and regulations.

(11) Other Federal Requirements: The Developer shall be in compliance with the Federal requirements set forth in 24 CFR 5.105(a), Nondiscrimination and equal opportunity including but not limited to the following:

(a) Equal Employment Opportunity: The Developer shall comply with all applicable provisions of federal statutes and regulations concerning equal employment opportunities and Executive Order 11246 in hiring persons engaged in the construction and/or rehabilitation work undertaken in connection with HOME projects.

(b) Equal Opportunity and Fair Housing:

The Developer shall not on grounds of race, color, national origin, religion, handicap, familial status or sex exclude any person from participation in or deny any person the benefits from or otherwise discriminate against any person.

(c) Minority Owned Business and Women Owned Business: The Developer is encouraged to solicit bids from minority owned business enterprises and from women owned business enterprises as defined in 24 CFR 92.350 & 92.351.

(d) Civil Rights Act of 1964.

(e) Fair Housing Act.

(f) Age Discrimination Act of 1975.

(g) Section 504 of the Rehabilitation Act of 1973.

The Developer shall be in compliance with all Federal, state and local requirements for construction, housing and environmental regulations including but limited to:

(a) Displacement, Relocation and Acquisition: The Developer shall be responsible for compliance with the Uniform Relocation Act and Real Property Acquisition Policies of 49 CFR part 24 and 24 CFR part 92.353.

(b) Labor Standards, Contract Work, Safety Standards: If the property to be constructed and/or rehabilitated on this project is designed for residential use of twelve or more HOME assisted units, the Developer shall agree that in the employment of laborers and mechanics in connection with the construction and/or rehabilitation work, such contractors, and subcontractors are required to comply with the provisions of the Davis-Bacon Act, as amended, and of Contract Work Hours and Safety Standards Act, and of other applicable federal laws and regulations pertaining to labor standards.

(c) Section 3 Rule - "Economic Opportunities for Low- and Very Low-Income Persons" 24 CFR Part 135: Section 3 of the Housing and Urban Development Act of 1968 (Section 3), as amended by the Housing and Community Development Act of 1992 (1992 Act), requires that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing,

and to businesses that provide economic opportunities for these persons. Section 3 covers assisted housing (including public and Indian housing) and community development programs. Numerical goals, are established as a safe harbor for compliance with Section 3.

The Developer shall be responsible for seeing that the following Numerical Goals are reached:

Training and Employment:

- The Developer shall require the contractors to have at least 10 percent of the aggregate number of new hires be of low-income.
- The Developer shall see that at least 10 percent of the total dollar amount of all Section 3 covered contracts arising in connection with building trades work for maintenance, repair, modernization or development of public or Indian housing, other housing construction and housing rehabilitation, and other public construction go to Section 3 business concerns.

(12) Maintenance and Required Repairs.

(a) Project Maintenance: The Developer/owner must maintain the Project and its grounds and equipment in compliance with all applicable State and local housing quality standards and code requirements. If there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.

(b) Destruction of Project: In the event that any or all of the Project is destroyed or damaged by fire or other casualty, the money derived from any insurance on the property shall be applied to rebuild or replace the property destroyed or damaged, unless W.C.D.A. gives prior written approval to use the insurance proceeds for other purposes.

(c) Hazard Insurance: Hazard insurance shall be maintained in a type and amount acceptable to W.C.D.A. W.,C.D.A. must be listed on the policy as a mortgagee.

(d) Demolition of Project Property: The Developer will not demolish any part of the Project, or withdraw any part of the Project from

use (except as temporarily necessary for routine repairs), without the prior written approval of W.C.D.A.

(13) Compliance with State Historic Preservation Requirements: If any cultural materials are discovered during construction, work in the area should halt immediately and the HUD staff, WCDA staff and SHPO staff must be contacted. Work in the area may not resume until the materials have been evaluated and adequate measures for their protection or collection have been taken. This language should also appear in the construction contract between owner and contractor.

B. Restricted Units.

(1) Rental Rates. All units shall be restricted for use by very low income households as defined under 24 CFR Part 92.2; so that, 100 percent of the HOME-assisted units are occupied by households having an annual income that is 50 percent or less than area median incomes. Household incomes of tenant's must be re-examined at least annually along with family size and composition. Income determination must be calculated as instructed by W.C.D.A. by using the definitions of annual income, adjusted income, monthly income and monthly adjusted income as those terms are defined in 24 CFR Part 92.203. The rental rates for these units should be equal to or less than the unrestricted units in the Project. The following are the size and number of Home-Assisted, Restricted Units and the monthly rental for these units:

No. Units	Bedroom Size	Monthly Rent
	Efficiency	
1	1	$222
8	2	$304
2	3	$411
	4	
	5	

The following are the size and number of WCDA Match POOL Restricted Units and the monthly rental for the units:

No. Units	Bedroom Size	Monthly Rent
	Efficiency	
	1	
1	2	$304
1	3	$411
	4	
	5	

(2) Rental Charges for Restricted Units: Low and very low-income families will pay monthly rent as set forth in paragraph B.(1) above. The monthly rental amount shall include the following utilities: water,

sewer and trash. Any requests by the Developer for increases in rent will be reviewed W.C.D.A. on a case-by-case basis. Rents are based on a HUD schedule.

In the event a tenant, family's or household's income increases above 80 percent of median income, the rent must be increased to 30 percent of 1/12 of adjusted annual income; except, that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by section 42.

(3) Admission to Restricted Units: During the term of this Restriction, admission to dwelling units covered by this Agreement shall be restricted to very low-income families (see Exhibit "A") (as defined in 24 CFR Part 92.2) on a first-come, first-served basis.

(4) Preference for Admission to Restricted Units: The selection process for admission to the Project and for placement on a waiting list, which the Developer shall maintain, shall give reasonable consideration to the housing needs of families that would have a Federal preference under section 6(c)(4)(A) of the 1937 Act (see 92.209 (c)(2)), shall provide for the selection of tenants from the waiting list in the chronological order of their application, insofar as is practicable; and give prompt written notification to any rejected applicant of the grounds for any rejection.

(5) Affirmative Marketing: The Developer shall maintain a plan for affirmative marketing which shall include the following:

(a) Maintain affordability and availability of rental units to very low-income families for a period of 30 years.

(b) Publicly advertise vacancies, and notify W.C.D.A. or its local agent of vacancies.

(c) Use the Equal Housing Opportunity logo on all public advertising, with the exception of classified advertisements.

(d) Developer will not discriminate against families by refusing to rent to them solely on the basis that they receive Section 8 rental assistance.

(e) Developer will maintain copies of all written applications received from prospective tenants, with a written rejection notification and notes documenting reasons for any who were refused for vacant rental, for a period of 5 years.

(f) Maintain records of tenant characteristics before and after rehabilitation or construction for a period of 5 years with data regarding income, family size, and minority status.

(g) Developer will contact the Salvation Army, Department of Public Assistance and other service organizations when a unit becomes available if there is no one on their waiting list.

This agreement in no way restricts the Developer's rights to screen and select tenants, as long as the process is free of bias on the basis of race, color, religion, sex, handicap, age, familial status, national origin or Section 8 status.

C. General Provisions.

(1) Term of Agreement: This Agreement shall be in effect for 30 years from the date of project completion.

During the term of this Agreement the Developer shall maintain the Project as affordable rental housing.

(2) Term of Restriction for Very Low Income Units Use: For 30 years from the date of project completion all of the rental units shall be restricted for occupancy and re-occupancy by very low-income families (families with incomes at or below 50 percent of the median income for the area as established by HUD). The Developer shall maintain a waiting list of very low-income applicants and shall fill vacancies in these units from this list on a first-come, first-served basis.

(3) Conveyance of Project: The Developer will not, without the prior written approval of W.C.D.A., convey or permit the conveyance of the Project, or any part thereof.

(4) Remedies for Noncompliance: Upon a violation of any provision of this Agreement by the Developer, W.C.D.A. may give written notice thereof to the Developer by registered or certified mail, addressed to the address stated in this Agreement, or such other address as subsequently designated by the Developer as its legal business address given by the Developer, upon appropriate written notice thereof to W.C.D.A.

Since the injury to the W.C.D.A. arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain, if such violation is not corrected to the satisfaction of W.C.D.A. within 10 days after the date such notice is mailed, or within such further time as W.C.D.A. reasonably determines is necessary to correct the violation, W.C.D.A. may, without further notice,

declare a default under this Agreement and may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of the Agreement, and/or such other relief as may be appropriate. In such event, WCDA may declare the amount of any loan or grant to be immediately due and payable and WCDA may foreclose any mortgage given to secure repayment by advertisement and sale or by judicial foreclosure.

The availability of any remedy under the Agreement shall not preclude the exercise of any other remedy under any provision of law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

(5) Successors and Assigns: This Agreement is binding upon the Developer and the Developer's heirs, successors and assigns. The Developer agrees that if title to the Project is conveyed during the term of this Agreement, the Developer will require its grantee to assume its obligations under this Agreement. Also, Developer agrees there will be no such conveyance, unless WCDA has agreed thereto in writing.

(6) Contradictory Agreements: The Developer certifies that it has not, and agrees that it will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any other agreements in conflict with this Agreement.

(7) Separability: The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof.

(8) Amendment: This Agreement may be amended by the mutual written consent of the parties, except for those provisions required by statute.

(9) Property Subject to Examination: The Project property, equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents, and other papers relating thereto shall, at all times, be maintained in reasonable condition for proper audit, and shall be subject to examination and inspection at any reasonable time by W.C.D.A. The Developer will keep

copies of all written contracts or other instruments which affect the Project property, all or any of which may be subject to inspection and examination by W.C.D.A. or its duly authorized agents.

(10) Conflict of Interest: No Member of Congress or Delegate to Congress or Resident Commissioner of HUD shall be admitted to any share or part of the benefits of this Agreement. No W.C.D.A. Board member, employee, or agent, shall have any interest, direct or indirect, in the proceeds of any HOME Funds loans or grants or in any contract entered into by the Developer for the performance of work financed, in whole or in part, with the proceeds of HOME Funds.

The Developer shall not pay any bonus, commission or fee or other payment for the purpose of obtaining approval of this Agreement or any other approval or concurrence required to complete the rehabilitation work.

(11) Nondiscrimination Against Section 8 Certificate Holders and Voucher Holders: The Developer will not refuse unreasonably to lease a dwelling unit offered for rent, offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a certificate of Family Participation or a Voucher under 24 CFR Part 982--Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in any program designated by HUD as a successor program to the Section 8 program. This provision is limited to those tenants or applicants with Section 8 Certificates or their equivalent (other than Vouchers) and to those units which rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by HUD.

(12) Lease Form: The Developer shall require all tenants to execute a lease for the Restricted Units in the form prescribed by W.C.D.A.

(13) Security Deposits: The Developer shall not require as a condition of the occupancy or leasing of any unit in the Project, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit, as set forth in the terms of the tenant's leases.

(14) Commercial Units (Spaces): Changes to the use or number of commercial units in the Project, from

the use as of the date of this Agreement, must receive the prior written approval of W.C.D.A.

(15) Drug-Free Workplace and Housing: The Developer shall during the rehabilitation or new construction and thereafter during the term of this agreement maintain the Project as a Drug-Free workplace and Drug-Free housing and shall provide certification of compliance as required by W.C.D.A.

(16) Partnership: The various references in the HOME program documents to "HOME Investment Partnerships Act", "Partnerships Agreement", "Partnerships Program" are for identification of the Act, Agreement and Program and the Developer shall be an independent entity and shall not be deemed a partner, joint venturer, agent or representative of W.C.D.A. for any purpose and shall have no authority whatsoever to make any agreements, promises or representations on behalf of or that would be binding on W.C.D.A.

(17) Regulations, Conflict with Regulations and Definitions: This agreement is entered into pursuant to the W.C.D.A. State of Wyoming HOME PROGRAM Description for Fiscal Year 1995 and any subsequent amendments thereto and the HUD Home Investment Partnerships Program (24 CFR Part 92) and any subsequent amendments thereto (collectively "the Regulations") and in the event that any provision of this Agreement shall be deemed to conflict with said Regulations the provisions of the Regulations shall be deemed paramount and controlling and shall be substituted for the conflicting provisions of this Agreement. Further, said Regulations shall be deemed incorporated in this Agreement by reference as if fully set forth herein and specifically agreed to by the parties and the Developer shall comply with each and every provision, term or requirement of the Regulations.

Definition of terms under this Agreement shall have the same meaning as contained in the Regulations.

IN WITNESS WHEREOF, the parties hereto execute this Agreement the day and year first above written.

DEVELOPER

TOWNHOUSE APARTMENTS,
A LIMITED PARTNERSHIP
WHG MSB CMB JMB
By: ~~WCDA~~ PARTNERSHIP,
its General Partner

By: _____
JOHN A. BOSLEY, PARTNER

By: _____
MICHAEL RYAN, PARTNER

PROGRAMS
By: _____
CONSTANCE M. BOSLEY, PARTNER

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

By: _____
GEORGE D. AXLUND
EXECUTIVE DIRECTOR

By: _____
CHERYL G. GILLUM
DIRECTOR OF HOUSING

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by JOHN A. BOSLEY, MICHAEL RYAN AND CONSTANCE M. BOSLEY of WHG PARTNERSHIP, the General Partner of TOWNHOUSE APARTMENTS, A LIMITED PARTNERSHIP, this 1st day of November, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

12/1/1998
My commission expires:

_____
Notary Public

RHONDA K. BURKHART - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Dec. 1, 1998

STATE OF WYOMING)
:
COUNTY OF NATRONA)

On this 20th day of November, 1996, before me personally appeared GEORGE D. AXLUND, to me personally known, who, being by me duly sworn, did say that he is the EXECUTIVE DIRECTOR OF WYOMING COMMUNITY DEVELOPMENT AUTHORITY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said EXECUTIVE DIRECTOR acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL

May 1, 2000
My commission expires:

_____
Notary Public

KATHRYNN L. WINDERS NOTARY PUBLIC
County Of Natrona
State Of Wyoming
My Commission Expires May 1, 2000

HOME AGREEMENT EXHIBIT A

PROJECT NAME: TOWNHOUSE APARTMENTS

PROJECT ADDRESS: NOT AVAILABLE AT SIGNING

PROJECT LEGAL DESCRIPTION:
TRACTS 40 AND 41 OF BRUNDAGE PLACE
SHERIDAN COUNTY, WYOMING

PROJECT DESCRIPTION AND USE OF HOME FUNDS:
NEW CONSTRUCTION OF 23 RENTAL UNITS OF WHICH 11 UNITS WILL BE ASSISTED WITH HOME FUNDS.

BENEFICIARIES: 100% OF THE UNITS WILL PROVIDE AFFORDABLE HOUSING FOR HOUSEHOLDS WHOSE ANNUAL INCOMES DO NOT EXCEED 50 PERCENT OF THE MEDIAN FAMILY INCOME FOR THE AREA, AS DETERMINED BY HUD WITH ADJUSTMENTS FOR SMALLER AND LARGER FAMILIES. (Very Low-Income)

NUMBER OF HOME UNITS: 11

AFFORDABILITY PERIOD: 30 YEARS

INCOME TARGETING FOR PROJECT LOCATED IN SHERIDAN, WYOMING, - 100% OF THE HOME UNITS MUST PROVIDE HOUSING TO HOUSEHOLDS HAVING A TOTAL ANNUAL INCOME AT OR BELOW THE FOLLOWING LEVELS:

1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON
$14,200	$16,200	$18,200	$20,250	$21,850	$23,500

7 PERSON	8 PERSON
$25,100	$26,750

RECORDED NOVEMBER 27, 1996 BK 383 PG 262 NO 242907 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT TOWNHOUSE APARTMENTS, A LIMITED PARTNERSHIP grantor, of the County of SHERIDAN, State of Wyoming, for the consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEY(S) and QUITCLAIM(S) to TOWNHOUSE APARTMENTS, A LIMITED PARTNERSHIP address of Grantee, 856 COFFEEN AVE, CITY OF SHERIDAN, County of SHERIDAN, State of WYOMING all interest in the following described real property, situate in the County of SHERIDAN, in the State of Wyoming, to wit:

TRACTS 40 AND 41 BRUNDAGE PLACE, SHERIDAN COUNTY, WYOMING

SUBJECT TO THE TERMS AND CONDITIONS OF THE HOME AGREEMENT BETWEEN TOWNHOUSE APARTMENTS, A LIMITED PARTNERSHIP AND WYOMING COMMUNITY DEVELOPMENT AUTHORITY DATED November 18 **, 1996, RECORDED** November 27 **, 1996, AS INSTRUMENT NUMBERED** 242906 **, IN BOOK** 383 **AT PAGE** 247-261 **SAID AGREEMENT CREATING RESTRICTIONS AND COVENANTS WHICH RUN WITH THE LAND AND ARE INCORPORATED HEREIN BY REFERENCE.**

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 18th day of November, 1996.

TOWNHOUSE APARTMENTS, A LIMITED PARTNERSHIP

BY: WHG PARTNERSHIP,
Its General Partner

By: _____
JOHN A. BOSLEY, PARTNER

By: _____
MICHAEL RYAN, PARTNER

By: _____
CONSTANCE M. BOSLEY, PARTNER

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by JOHN A. BOSLEY, MICHAEL RYAN AND CONSTANCE M. BOSLEY, the PARTNERS of WHG PARTNERSHIP, the General Partner of TOWNHOUSE APARTMENTS, A LIMITED PARTNERSHIP, this 18 day of November, 1996.

Witness my hand and official seal.

12/1/1998
My commission expires

_____
Notary Public

RHONDA J. BURKHART - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Dec. 1, 1998

RECORDED NOVEMBER 27, 1996 BK 383 PG 263 NO 242916 RONALD L. DAILEY, COUNTY CLERK

NOTICE OF VARIANCE
SHERIDAN CITY BOARD OF ADJUSTMENT

Meeting of: **October 10, 1996** DENIED____ APPROVED X

Agenda Item # **6** Address: **332 West Nebraska**

Legal Description: **West 39 ft of the North 1/2 of Lot 3, North 1/2 of Lot 4, Block 11, Grandview Addition.**

Appeal Requested:

Variance from required front yard, required rear yard, and minimum lot size requirements in a R1 Residential Zone.

Variance/Special Exception Allows: **A 17 ft. front yard as measured from the northwest corner of the existing house to the north property line; an 18 ft. front yard as measured from the centerline of the building addition to the north property line; a 17 ft. property line as measured frome the northeast corner of the attached garage to the north property line; a 16 ft 9 in rear yard as measured from the southwest corner of the existing house to the south property line; a 10 ft. rear yard as measured from the center line of the building addition to the south property line; a 16 ft. 9 in rear yard as measured southeast corner of the attached garage to the south property line; a total lot size of 5407 sq.ft.**

Chairman - Board of Adjustments

Appellant

The foregoing instrument was acknowledged before me this 10th day of October, 1996.
Witness my hand and official seal.

Signed _____
Notary Public

My commission expires 10-17-98

DENNIS L. HAYES
County of Sheridan State of Wyoming
My Commission Expires Oct 17, 1998

Route To: County Clerk (original)
Board of Adjustment File (copy)
Street File (copy)

RECORDED NOVEMBER 27, 1996 BK 383 PG 264 NO 242927 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

LAURIE BOND, a/k/a/ LAURIE F. BOND, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **ESTHER GRAVES, Trustee of the ESTHER GRAVES TRUST, under Declaration of Trust dated January 15, 1986, amended February 7, 1989,** whose address is 240 Coffeen Avenue, Sheridan, WY, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 11, 12, 13, 14, and 15 of Block 2, Coffeen's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 27 day of November, 1996.

Laurie Bond
Laurie Bond

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Laurie Bond this 27 day of November, 1996.

Witness my hand and official seal.

RHONDA A. BURKHART - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Dec. 1, 1998

Rhonda J. Burkhart
Notary Public

My Commission Expires 12/1/1998

RECORDED NOVEMBER 27, 1996 BK 383 PG 265 NO 242930 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

CHARLES KENWYN BURRIS and PATRICIA MARIE BURRIS, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **DAVID K. RUFF, a single person,** whose address is 1641 Martin Avenue, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 12 and 13, Block 16, Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 27th day of November, 1996.

CHARLES KENWYN BURRIS

BY: Patricia M. Burris
Patricia M. Burris
Attorney In Fact

Patricia Marie Burris

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Patricia Marie Burris this 27th day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires December 6, 2000

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Patricia M. Burris, who personally appeared before me, was known by me and acknowledged herself to be attorney-in-fact for Charles K. Burris a/k/a Charles Kenwyn Burris, and acknowledged that she executed the same as the free and voluntary act of her principal for the purposes therein contained.

Witness my hand and official seal

Notary Public

My Commission Expires December 6, 2000

RECORDED NOVEMBER 27, 1996 BK 383 PG 267 NO 242938 RONALD L. DAILEY, COUNTY CLERK

AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT, made this day by and between **Thomas Craig Ploszaj and Robin Harnden, Trustees of the Thomas Craig Ploszaj Revocable Trust dated June 23, 1994** of Sheridan, Wyoming, hereinafter called Sellers, and **Robin Harnden and Wendy Harnden**, husband and wife, of Sheridan, Wyoming, hereinafter called Buyers,

WITNESSETH THAT:

I.

IN CONSIDERATION of mutual promises between the parties, the Sellers hereby agree, promise and covenant to convey a fee simple title to Buyers, by a good and sufficient Warranty Deed, covering the following described lands situate in Sheridan County, Wyoming, to-wit:

Tract 2 of the Sierra Dawn #3 Subdivision.
A subdivision in Sheridan County, Wyoming, as
recorded in Book 1 of Plats, Page 323.

II.

The total price shall be the sum of Twenty-two Thousand Five Hundred Dollars ($22,500.00) and includes all improvements now on said property, and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

III.

Buyers shall pay the unpaid balance of the purchase price as follows:

(1) No interest or payments shall be made for the first year, except as follows: interest at 7.22 percent per annum shall commence April 1, 1995. The first payment in the sum of $205.01, which includes principal and interest, shall be due May 1, 1995 with a like sum due each and every month thereafter until paid, pursuant to the amortization scheduled attached hereto as Exhibit "A".

(2) The 1994 taxes shall be prorated; Buyers to pay 1995 taxes and all subsequent taxes thereafter.

(3) The following documents shall be held in escrow at Badley & Rasmussen, P.C., 41 East Burkitt, Sheridan, WY, at no charge to either party: Agreement for Warranty Deed, Warranty Deed from Sellers to Buyers and Quitclaim Deed from Buyers to Sellers.

If interest and principal are not paid when due, the same shall draw 7.22 percent interest per annum from maturity until paid. All payments shall be paid to Sellers' credit at Piper Jaffray, Sheridan, Wyoming.

IV.

Sellers at their expense shall furnish Buyers with a title policy to said premises extended to date, said title to show good, merchantable title in Sellers and Buyers shall have twenty days within which to cause same to be examined. Any defects in title shall be forthwith corrected by Sellers at their expense.

V.

This Agreement shall not be assigned by Buyers without the written permission of Sellers first had and obtained thereto.

BADLEY & RASMUSSEN, P.C.
Attorneys at Law
P. O. Box 648
Sheridan, WY 82801-0648
(307) 672-5878 - FAX (307) 672-0213

VI.

This Agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

VII.

Upon due performance by Buyers of all the conditions and obligations on his part to be kept and performed hereunder, the Sellers shall deliver to Buyers, the Warranty Deed above provided for. In the event Buyers fail to keep and perform all the conditions and obligations when the same are due and should be performed, time being of the essence, then Sellers may at their option declare this Agreement null and void, and may with or without process of law, take immediate possession of said premises and regard any person thereon as guilty of forcible detainer; hold and retain all monies paid hereunder as liquidated damages and in addition recover from Buyers all actual damages sustained by Buyers' failure to perform the conditions and obligations on their part to be kept and performed hereunder and any damages sustained by holding over. In the event Sellers must bring an action to foreclose any right, title or interest Buyers might have in said premises under this Agreement then Buyers shall be liable for and shall pay all costs incurred therein, including a reasonable attorney's fee.

VIII.

If the Buyers fail to keep all of the covenants of this contract for a period of 30 days Sellers shall then send notice of the default and Buyers shall have 30 days to correct the default, otherwise the Sellers may declare the contract in default provided herein. Whenever any notice, demand or request is required under the Agreement, such notice, demand or request shall be in writing and shall be deemed to have been properly given and served when delivered in person to the other party or sent by certified mail with return receipt requested to the address set forth below or at such other addresses that are specified by the parties. If to the Sellers, **Thomas Craig Ploszaj Revocable Trust, 64 Murphy Gulch Road, Banner, WY 82832** and to the Buyers, **Robin and Wendy Harnden, 65 Murphy Gulch Road, Banner, WY 82832.**

IN WITNESS WHEREOF, the parties set their hands to this Agreement this 1st day of July, 1994.

Thomas Craig Ploszaj

THOMAS CRAIG PLOSZAJ, Trustee of
Thomas Craig Ploszaj Revocable Trust
dated June 23, 1994 - Seller

Robin Harnden

ROBIN HARNDEN, Trustee of
Thomas Craig Ploszaj Revocable Trust
dated June 23, 1994 - Seller

Robin Harnden

ROBIN HARNDEN, Buyer

Wendy Harnden

WENDY HARNDEN, Buyer

STATE OF WYOMING)
) §
COUNTY OF SHERIDAN)

Before me personally appeared Thomas Craig Ploszaj and Robin Harden, Trustees of the Thomas Craig Ploszaj Revocable Trust, and Robin Harnden and Wendy Harnden to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and Notarial Seal this 1st day of July, 1994.

Notary Public

My Commission expires: 2/3/98

BADLEY & RASMUSSEN, P.C.
Attorneys at Law
P. O. Box 648
Sheridan, WY 82801-0648
(307) 672-5878 - FAX (307) 672-0213

RECORDED NOVEMBER 27, 1996 BK 383 PG 269 NO 242939 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

THIS INDENTURE, made the 22 day of Nov, 1996, by and between **AVCO FINANCIAL SERVICES OF CHEYENNE, INC.**, A Corporation organized and existing under and by virtue of the laws of the State of California, and having its principal place of business in the County of Orange, the GRANTOR, and **KATHRYN A. BROWN, a single person,** whose address is _____, the GRANTEE, WITNESSETH:

That the GRANTOR, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell, CONVEY and WARRANT unto the said GRANTEE, all that certain tract, lot, piece, and parcel of land situated in the County of Sheridan, State of Wyoming, and described as follows, to-wit:

Lot 11, Block 1, Massey Subdivision to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed by its duly authorized officer, the day and year first above written.

AVCO FINANCIAL SERVICES OF CHEYENNE, INC.

ATTEST:

~~Secretary~~

STEPHEN D. BRANDON, ASSISTANT SECRETARY

By _____ ~~President~~

HERBERT F. SMITH, EXECUTIVE VICE PRESIDENT

STATE OF California)
) ss
COUNTY OF Orange)

On this 22 day of Nov, 1996, before me personally appeared Herbert F. Smith, to me personally known, who, being by me duly sworn, did say that he is the President of Avco Financial Services of Cheyenne, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Exec. Vice President acknowledged said instrument to be the free act and deed of said corporation.

Executive Vice

Given under my hand and notarial seal this 22 day of Nov, 1996.

Notary Public

My Commission Expires: 12-15-98.

M. D. KEITH
COMMISSION #1047255
Notary Public - California
ORANGE COUNTY
My Commission Expires
DEC. 15, 1998

RECORDED NOVEMBER 27, 1996 BK 383 PG 271 NO 242941 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GREG KOBOLD and SHARON W. KOBOLD, husband and wife, GRANTORS, of County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **THOMAS C. ELISIUS and DONNA J. ELISIUS, husband and wife, as tenants by the entirety,** whose address is 5301 State Road 7 South, Lake Worth, FL 33467, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Legal Description

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Together with all water and water rights adjudicated thereto, ditches, ditch stock and ditch rights associated therewith.

Subject to all easements, reservations, restrictions and covenants of record.

Grantees herein, by their acceptance hereof, agree for themselves, their heirs, successors and assigns that the herein described real property shall not be divided into any parcels smaller than ten acres each and that no trailer homes will be allowed on the land.

Reserving unto the Grantors, their heirs, successors and assigns a twenty foot wide irrigation easement set forth on the Legal Description attached hereto, together with the right to enter upon the same for the purpose of installation, maintenance and repair.

WITNESS our hands this 26th day of November, 1996.

Greg Kobold
Greg Kobold

Sharon W. Kobold
Sharon W. Kobold

STATE OF WYOMING)
)ss
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Greg Kobold and Sharon W. Kobold this 26th day of December, 1996.

Witness my hand and official seal.

CAROLYN A. BYRD - NOTARY PUBLIC
County of Sheridan
State of Wyoming

Carolyn A. Byrd
Notary Public

My commission Expires 7-25-99

LEGAL DESCRIPTION

A tract of land located in the SE¼ NW¼ and NE¼ SW¼ and Lot 2 and Lot 3 of Section 7, Township 54 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located N73°01'51"W, 3841.28 feet from the East Quarter Corner of said Section 7; thence S06°07'37"E, 151.28 feet; thence N86°13'01"E, 372.19 feet; thence S77°32'24"E, 191.24 feet; thence S77°05'48"E, 343.73 feet; S11°18'40"E, 207.47 feet; thence S02°07'12"W, 889.40 feet; thence S78°55'14"W, 351.15 feet; thence S73°39'59"W, 168.70 feet; thence N88°42'40"W, 108.50 feet; thence N79°34'46"W, 336.79 feet; thence N71°37'17"W, 75.79 feet; thence N64°10'14"W, 208.40 feet; thence N88°03'03"E, 25.83 feet; thence N09°28'07"E, 453.37 feet; thence N39°55'46"W, 320.53 feet; thence N14°00'06"W, 36.22 feet; thence N82°35'09"E, 42.46 feet; thence N21°21'11"W, 68.46 feet; thence N49°08'56"W, 119.62 feet; thence N77°28'08"W, 352.12 feet; thence N57°45'23"W, 149.48 feet; thence N28°42'55"E, 179.67 feet; thence N75°06'39"E, 310.60 feet; thence N88°40'38"E, 195.63 feet; thence S89°45'18"E, 364.10 feet to the point of beginning, said tract containing 40.000 acres, more or less,

And also reserving a 20 foot wide irrigation easement, said easement lying 10.00 feet on each side of a centerline offset 25.00 feet North of the Southerly line of the above described 40.000 acre tract.

RECORDED NOVEMBER 27, 1996 BK 383 PG 274 NO 242945 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

W. M. FRY and JOANN R. FRY, TRUSTEES OF THE W. M. FRY TRUST UNDER AGREEMENT DATED DECEMBER 14, 1994, an undivided one-half (1/2) interest and JOANN R. FRY AND W. M. FRY, TRUSTEES OF THE JOANN R. FRY TRUST UNDER AGREEMENT DATED DECEMBER 14, 1994, [an undivided one-half (1/2) interest], GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **DONALD R. MCCALLISTER and GERALDINE R. MCCALLISTER, husband and wife, as tenants by the entirety,** whose address is 338 East 6th Street, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 3, Block 19, Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 22nd day of NOVEMBER, 1996.

W. M. Fry - Trustee

Joann R. Fry - Trustee

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 22nd day of November, 1996, before me personally appeared W. M. Fry and Joann R. Fry, to me personally known, who, being by me duly sworn, did say that they are the Trustees of the Trusts, that this instrument was signed on behalf of the Trusts, that the Trustees had the authority under the terms of the written trust instrument, and that the Trustees acknowledged the instrument to be the free act and deed of the Trusts.

Witness my hand and official seal.

CAROLYN A. BYRD - NOTARY PUBLIC
County of Sheridan State of Wyoming

Carolyn A. Byrd
Notary Public

My Commission Expires July 25, 1999

RECORDED NOVEMBER 27, 1996 BK 383 PG 275 NO 242949 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JIMMY LOUIE, a single person, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **TIMOTHY J. MORROW, a single person**, grantee, whose address is P.O. Drawer 6264 _____, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 3 of Block 5, of South Park Addition to the Town, now City of Sheridan, Wyoming, and that portion of Lot 2 of said Block 5, described as follows:
Commencing at the SE Corner of said Lot 2, running thence Northwesterly along the Easterly line of said Block to a point 87 feet distant from the NW Corner of said Block 5; thence Southwesterly 82.5 feet, more or less, to a point 112 feet South of the NW Corner of said Block and on the West line of said Block; thence South to the SW Corner of said Lot 2; thence Northeasterly along lot line to the point of beginning.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS my hand this 27th day of November, 1996.

Jimmy Louie
JIMMY LOUIE

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by JIMMY LOUIE, this 27th day of November, 1996.

WITNESS my hand and official seal.

E. Marie Wright
NOTARY PUBLIC

My Commission Expires: 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

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RECORDED DECEMBER 2, 1996 BK 383 PG 276 NO 242959 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ROBERT L. RADER and DAISY A. RADER, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **DANIEL P. CONLEY, a single person,** whose address is _____, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Parcel A of the Heil Minor Subdivision.

A subdivision in Sheridan County, Wyoming, as filed in Drawer H of Plats, No. 30.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 25th day of November, 1996.

Robert L. Rader
Robert L. Rader

Daisy A. Rader
Daisy A. Rader

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Robert L. Rader and Daisy A. Rader this 25th day of November, 1996.

Witness my hand and official seal.

Kay Abbott
Notary Public

My Commission Expires 4-25-97

KAY ABBOTT - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires April 25, 1997

RECORDED DECEMBER 2, 1996 BK 383 PG 277 NO 243063 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DAN A. WETHEY and LESLIE E. WETHEY, husband and wife, GRANTORS, of San Bernardino County, State of California, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **KEITH LERANE LONG, JR., a single person,** whose address is 351 East Works, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 27 and 28, Block 9 of Palmer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 26 day of November, 1996.

Dan A. Wethey

Leslie E. Wethey

STATE OF CALIFORNIA)
)ss
COUNTY OF San Bernardino)

The foregoing instrument was acknowledged before me by Dan A. Wethey and Leslie E. Wethey this 26th day of NOVEMBER, 1996.

Witness my hand and official seal.

Sherrie L. Voice
Notary Public

My Commission Expires _____

SHERRIE L. VOICE
COMM. #1054089
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires Mar. 26, 1999

RECORDED DECEMBER 2, 1996 BK 383 PG 278 NO 243066 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

LARRY R. HANSON and HEATHER A. HANSON, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **LANCE E. KOSTER and TERRI LYNN KOSTER, husband and wife, as tenants by the entirety,** whose address is 3 Means Drive, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 5, Fetterman Hills Subdivision.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 308.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 23 day of November, 1996.

Larry R. Hanson 11-23-96
Larry R. Hanson

Heather A. Hanson 11-23-96
Heather A. Hanson

STATE OF ~~WYOMING~~ Alaska)
Third Judicial District)ss
~~COUNTY OF SHERIDAN~~)

The foregoing instrument was acknowledged before me by Larry R. Hanson and Heather A. Hanson, this 23 day of November, 1996.

Witness my hand and official seal.

SARAH ZOLMAN NOTARY PUBLIC STATE OF ALASKA

Sarah Zolman
Notary Public

My Commission Expires 12-2-97

RECORDED DECEMBER 2, 1996 BK 383 PG 279 NO 243112 RONALD L. DAILEY, COUNTY CLERK

CORRECTIVE QUITCLAIM DEED

ANITA L. BILLINGSLEY, a married person dealing in her sole and separate property, Grantor, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, conveys and quitclaims to **ANITA L. BILLINGSLEY**, a married person dealing in her sole and separate property, and **ROSS A. BILLINGSLEY**, a married person dealing in his sole and separate property, as joint tenants with right of survivorship, Grantees, whose address is P. O. Box 96, Parkman, WY 82838, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

> The Northwest quarter of the Northeast quarter, the Southeast quarter of the Northwest quarter, the Southwest quarter of the Southwest quarter, the East half of the Southwest quarter, the Southwest quarter of the Southeast quarter, and all that part of the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter lying West and South of the Columbus Creek Road, all in Section 7; the Northeast quarter of Section 18; and all that part of the West half of the Northwest quarter of Section 17 lying South and West of the said Columbus Creek Road; all in Township 57 North, of Range 87 West of the Sixth Principal Meridian, all in Sheridan County, Wyoming.
>
> TOGETHER with all improvements and appurtenances situate thereon, and together with any and all water and water rights and ditch and ditch rights or stock in ditch companies, if any there be.
>
> SUBJECT to all easements, reservations, restrictions and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Corrective Quitclaim Deed is to correct the marital status of the Grantor and Grantees as set forth in that certain Quitclaim Deed recorded on May 28, 1996, BK 380 PG 41 NO 227973, Ronald L. Dailey, County Clerk, in the office of the County Clerk of Sheridan County, Wyoming.

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DATED this 2 day of December, 1996.

Anita L. Billingsley
ANITA L. BILLINGSLEY

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 2d day of December, 1996, by **ANITA L. BILLINGSLEY.**

WITNESS my hand and official seal.

HAYDEN F. HEAPHY JR. - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires April 27, 1999

Hayden F. Heaphy, Jr.
Notary Public

My Commission Expires: _____.

RECORDED DECEMBER 3, 1996 BK 383 PG 281 NO 243139 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ADRIAN H. MALONE, Grantor, of P. O. Box 398, Big Horn, Wyoming 82833, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, conveys and warrants to ADRIAN H. MALONE, Trustee of the Adrian H. Malone Trust dated November 1, 1996, Grantee, of P. O. Box 398, Big Horn, Wyoming 82833, the real property situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, more particularly described on Schedule A attached hereto and made a part hereof.

DATED this 1ST day of NOVEMBER, 1996.

Adrian H. Malone

ADRIAN H. MALONE

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on November 1, 1996, by **ADRIAN H. MALONE**.

PAMELA J. MULKEY NOTARIAL SEAL MONTANA

Pamela J. Mulkey
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires: 11-10-99

SCHEDULE A

A tract of land situate in the NE¼ of Section 17 and the W½NW¼ of Section 16, in Township 54 North, of Range 84 West of the Sixth Principal Meridian, in Sheridan County, Wyoming, described as follows, to-wit:

Beginning at the Northeast corner of said Section 17, thence generally along the center line of the County Road the following courses and distances:

South 89°06' West, 838.5 feet to a point, South 77°45' West, 405.5 feet to a point, thence South 21° 44' West, 449.8 feet to a point, thence South 33°33' West, 565 feet to a point, thence South 18°08' West, 140.8 feet to a point, thence leaving the center line of said County Road South 61°18' East, 228.3 feet to a point, thence South 30°08' East, 424.5 feet to a point, thence South 62°37' East, 952.4 feet to a point, thence North 67°05' East, 1053 feet to a point thence North 16°10' West, 1701 feet to the point of beginning, said tract containing 71.2 acres, more or less, together with all improvements situate thereon and all water, water rights, ditch and ditch rights appertaining thereunto.

Also including an Easement and right of way for purposes of ingress and egress to the above described tract, said Easement and right of way being 40 feet in width and being 20 feet on either side of a line described as follows:

Beginning at a point, said point being in the center of the County Road and located the following courses and distances from the Northeast corner of said Section 17, South 89°06' West 838.5 feet, South 77°45' West 405.5 feet, South 21°44' West 449.8 feet, South 33°33' West 565 feet, thence South 18°08' West 240.8 feet, thence generally along ranch road into Fordyce Ranch South 67° East 291 feet to a point, thence South 30°08' East 325 feet to a point, thence South 62°37' East 952.4 feet to a point, said tract of land being located in the NE¼ of Section 17, Township 54 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming.

RECORDED DECEMBER 3, 1996 BK 383 PG 283 NO 243145 RONALD L. DAILEY, COUNTY CLERK

SHERIFF'S CERTIFICATE OF SALE

I, W. B. Frith, Sheriff of Sheridan County, State of Wyoming, do hereby certify, pursuant to the terms and conditions of a certain mortgage dated December 27, 1995, given by Ray McCarn and Banita McCarn, husband and wife, as mortgagors, to WyHy Federal Credit Union, as mortgagee, which mortgage was duly recorded in the Office of the County Clerk of Sheridan County, Wyoming on January 12, 1996, in Book 346 at Page 462, and re-recorded on January 26, 1996 in Book 347 at Page 76; and pursuant to a "Notice of Real Estate Mortgage Foreclosure" of said mortgage which was duly published for a period of four consecutive weeks on November 7, November 14, November 21 and November 27, 1996 in the *Sheridan Press*, a newspaper of general circulation, published in the County of Sheridan, State of Wyoming, a copy of which Notice of Foreclosure is attached hereto and incorporated herein by reference and made a part of this Certificate of Sale; at the hour of 10:00 a.m. in the forenoon on December 3, 1996 at the Sheridan County Courthouse, Sheridan, Wyoming, I did offer for sale at public vendue to the highest and best bidder, for cash, hereinafter described lands and premises, and that WyHy Federal Credit Union did bid at said sale the sum of $126,737.63, which was the highest and best bid for said property.

I further certify that I first offered to sell a part or parcel of said land less than the whole thereof, if applicable, but could obtain no bid for any parcel of said land, and I then offered the whole of said tract described as follows:

> Tract No. 1, South Home Ranch Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 228.

and that WyHy Federal Credit Union offered and bid for the whole of said premises the above-stated amount.

That the same being the highest and best bid I could obtain for said premises by reason of said sale, the same was sold to WyHy Federal Credit Union for the sum of $126,737.63.

I further certify that out of the sum so received, the same was applied toward the discharge of the debt for which same was sold including the expense of publication of the notice of sale, my fee as officer selling said property and attorneys fees. Attached hereto and incorporated herein is an Affidavit of an attorney admitted generally to practice in this state representing the mortgagee, or its assignee, the party instituting this foreclosure. Also attached hereto and incorporated herein is an Affidavit reflecting that written notice of intent to foreclose the mortgage by advertisement and sale was served upon the record owners and person(s) in possession of the mortgaged premises by Certified Mail, return receipt requested.

I further certify that unless said premises as so sold are redeemed as provided by law before four (4) months from the date of December 3, 1996, the said purchaser, WyHy Federal Credit Union, will be entitled to a deed to the same, conveying to it all of the right, title and interest of the said mortgagors in and to the above-described premises.

DATED December 3, 1996.

W. B. FRITH, SHERIFF
SHERIDAN COUNTY, WYOMING

W.B. Frith

By: _____
Deputy Sheriff

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

I, Brian T. Kinnison, a Notary Public in and for the County of Sheridan, State of Wyoming, do hereby certify that W. B. Frith, who is personally known to me to be the person whose name is subscribed to the foregoing SHERIFF'S CERTIFICATE OF SALE and (~~Deputy~~) Sheriff of the County of Sheridan, State of Wyoming, and designated therein as such officer, appeared before me this December 3, 1996, in person and acknowledged that he signed, sealed and delivered said instrument, in writing, as his free and voluntary act as (~~Deputy~~) Sheriff of Sheridan County, State of Wyoming, for the use and purposes therein set forth.

Witness my hand and official seal.

SEAL

BRIAN T. KINNISON NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 13, 1998

_____ Notary Public

My Commission Expires: 5-13-98

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING } ss.
COUNTY OF SHERIDAN }

I, Sue Goodman,

Clerk

of The Sheridan Press, a daily newspaper of general circulation, published six times a week at Sheridan, Sheridan County, Wyoming; do solemnly swear, that the notice attached hereto and which is a part of this affidavit, was published in said

newspaper 4 times

as follows: Nov. 7, 14, 21,

27,

, 1996

that said notice was published in the regular and entire issue of the paper during the period and time of publication, and that the notice was published in the newspaper proper and not in a supplement.

In Testimony Whereof, I have hereunto set my hands this 27th day of Nov. 1996

Subscribed and sworn to before me this 27th day of Nov. 1996

Notary Public

MY COMMISSION EXPIRES August 17, 1997

285

EP-10960-5M

NOTICE OF REAL ESTATE MORTGAGE FORECLOSURE

Default having occurred on that certain Mortgage dated December 27, 1995, given by Ray McCarn and Banita McCarn, husband and wife, to WyHy Federal Credit Union, to secure the payment of a Promissory Note in the amount of $117,869.55 of even date therewith, which Mortgage embraced the following described real property:

Tract No. 1, South Home Ranch Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 228, (commonly known as 24 North Park Road, Sheridan, Wyoming).

which Mortgage was duly recorded on January 12, 1996 in Book 346 at Page 462, and re-recorded on January 26, 1996 in Book 347 at Page 76, in the Office of the County Clerk of Sheridan County, Wyoming; and

WHEREAS, the default has occurred by reason of the failure of the Mortgagors to pay the principal and interest due thereon when the same became due and payable, and other defaults of performance under the terms of the Mortgage and the Promissory Note secured thereby, and the Mortgage providing that the entire balance will become due at the option of the Mortgagee or its Assignees upon default, and the Mortgagee hereby electing to declare the entire debt secured thereby to be due and payable as provided by law; and

WHEREAS, no suit or proceeding has been instituted at law to recover the debt remaining secured by said Mortgage or any part thereof;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the above-described real property will be offered for sale and sold by the Sheriff of Sheridan County, or his deputy, to the highest and best bidder for cash, at public vendue, at the hour of 10:00 a.m. on December 3, 1996; that the amount due and owing at the date of this Notice is $124,275.59, (unpaid principal, interest, title report fee, attorney's fees and costs of collection), together with additional interest to date of sale from November 7, 1996, additional attorney's fees and costs of the foreclosure action; said sale to take place at the Sheridan County Courthouse, 224 South Main Street, Sheridan, Wyoming.

DATED November 7, 1996.

WyHy Federal Credit Union

By: DRAY, THOMSON & DYEKMAN, P.C.

Pub.: Nov. 7, 14, 21, 27, 1996

Fold at line over top of envelope to the right of the return address

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "*Return Receipt Requested*" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

RAY McCARN
24 NORTH PARK ROAD
SHERIDAN WY 82801-8706

4a. Article Number P 331 761 793

4b. Service Type
☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: *(Print Name)*

8. Addressee's Address *(Only if requested and fee is paid)*

6. Signature: *(Addressee or Agent)*
X

PS Form **3811**, December 1994 Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service.

NOV 08 1996

RAY McCARN
24 NORTH PARK ROAD
SHERIDAN WY 82801-8706

MAIL

CERTIFIED

P 331 761 793

RETURN RECEIPT REQUESTED
RESTRICTED DELIVERY
Undelivered Addressee unknown
Insufficient Address
No such Street Number
No such office in state
Do not remain in this envelope

Gray, Maddison & Thomson, P.C.
204 EAST 22nd STREET
CHEYENNE, WYOMING 82001-3799

U.S. POSTAGE
PB METER
$2.52
WY

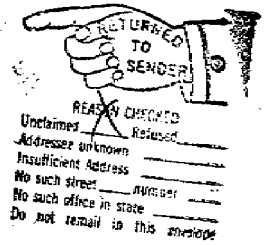
Dray, Madison & Thomson, P.C.
204 EAST 22ND STREET
CHEYENNE, WYOMING 82001-3799

CERTIFIED

P 331 761 794

MAIL

CHEYENNE WY OCT 25'95
PB METER 8182-22
$ 2.52
U.S.POSTAGE



BANITA McCARN
24 NORTH PARK ROAD
SHERIDAN WY 82801-8706

24

10/28

NOV 02 1995

287

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
BANITA McCARN
24 NORTH PARK ROAD
SHERIDAN WY 82801-8706

4a. Article Number P 331 761 794

4b. Service Type
☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

8. Addressee's Address (Only if requested and fee is paid)

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X

Is your RETURN ADDRESS completed on the reverse side?

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

Dray, Thomson & Dyekman

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
204 EAST 22ND STREET
CHEYENNE, WYOMING 82001-3799

W. PERRY DRAY
WILLIAM J. THOMSON
GREGORY C. DYEKMAN
RANDALL B. REED
BRANDIN HAY
KARL D. ANDERSON

TELEPHONE
(307) 634-8891
TELEFAX
(307) 634-8902
E-MAIL
dmtatty@aol.com

October 25, 1996

Ray McCarn
24 North Park Road
Sheridan WY 82801-8706
CERTIFIED MAIL NO. P 331 761 793
RETURN RECEIPT REQUESTED

Banita McCarn
24 North Park Road
Sheridan WY 82801-8706
CERTIFIED MAIL NO. P 331 761 794
RETURN RECEIPT REQUESTED

NOTICE OF INTENT TO FORECLOSE REAL ESTATE MORTGAGE

RE: Real Estate Mortgage to WyHy Federal Credit Union
Property address: 24 North Park Road, Sheridan, Wyoming.
Our File: WyHy-McCarn/Foreclosure #6866

Dear Ray McCarn and Banita McCarn:

Pursuant to that certain mortgage executed by Ray McCarn and Banita McCarn to WyHy Federal Credit Union dated December 27, 1995, which mortgage secured the note of even date therewith, **YOU ARE HEREBY NOTIFIED:**

1. WyHy Federal Credit Union hereby declares the following sums secured by the above-referenced mortgage to be immediately due and payable:

Outstanding principal:	$117,869.55
Accrued and unpaid interest: (12/28/95 through 10/25/96)	5,205.18
Title report fee:	256.25
Attorney's fees & costs of collection:	566.83
TOTAL:	*$123,897.81

*Does not include additional attorney's fees and foreclosure costs.

2. WyHy Federal Credit Union hereby invokes the power of sale and by this letter gives notice of its intent to foreclose in accordance with Wyoming law. Therefore, if payment in full is not received within ten (10) days after the mailing of this notice, we shall begin foreclosure proceedings, pursuant to law, by commencing publication of the notice of foreclosure sale in a newspaper of circulation in the county in which the property to be sold is located.

Pursuant to our previous letter to you dated September 23, 1996, on behalf of WyHy Federal Credit Union, you were notified of your breach, the action required to cure such

breach, a date by which such breach must be cured, and that failure to cure such breach on or before the date specified in the notice, (October 23, 1996), would result in acceleration of the total sums due and owing and a foreclosure sale of the property. The letter further notified you of your right to reinstate after acceleration and other rights you have.

Dray, Thomson & Dyekman, P.C. is attempting to collect the above-referenced mortgage debt and any information obtained will be used for that purpose.

If you have any questions regarding this matter, please feel free to contact us or an attorney of your choice.

Yours truly,

DRAY, THOMSON & DYEKMAN, P.C.

Randall B. Reed

Randall B. Reed

dlp

pc: WyHy Federal Credit Union
Copies sent by regular first class mail

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

AFFIDAVIT

Randall B. Reed, being first duly sworn upon his oath, deposes and states as follows:

1. That he is an attorney for WyHy Federal Credit Union, the current holder of that certain real estate mortgage covering real property described as:

> Tract No. 1, South Home Ranch Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 228.

which mortgage is dated December 27, 1995, and was executed by Ray McCarn and Banita McCarn, husband and wife, as mortgagors, to WyHy Federal Credit Union, as mortgagee, which mortgage was duly recorded in the Office of the County Clerk of Sheridan County, Wyoming on January 12, 1996, in Book 346 at Page 462, and re-recorded on January 26, 1996 in Book 347 at Page 76, in the Office of the County Clerk of Sheridan County, Wyoming.

2. That on October 25, 1996, a notice of intent to foreclose, a copy of which is attached hereto, was addressed to the mortgagors and record owners at their last known addresses, and mailed by certified mail, return receipt requested, with copies addressed to all known persons in possession, and all known parties of interest, and mailed by certified mail, as follows:

Ray McCarn
24 North Park Road
Sheridan WY 82801-8706

Banita McCarn
24 North Park Road
Sheridan WY 82801-8706

DATED November 26, 1996.

Randall B. Reed

Acknowledged, subscribed and sworn to before me by Randall B. Reed on November 26, 1996.

Witness my hand and official seal.

Notary Public

DEBRA L. PATTERSON - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires January 21, 1999

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

AFFIDAVIT

Randall B. Reed, being first duly sworn upon his oath, deposes and states as follows:

1. That he is an attorney at law admitted to practice in the State of Wyoming, is a member of the law firm of Dray, Thomson & Dyekman, P.C., 204 East 22nd Street, Cheyenne, Wyoming 82001, and that said firm represents WyHy Federal Credit Union, the current holder of that certain real estate mortgage covering real property described as:

> Tract No. 1, South Home Ranch Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 228.

which mortgage is dated December 27, 1995, and was executed by Ray McCarn and Banita McCarn, husband and wife, as mortgagors, to WyHy Federal Credit Union, as mortgagee, which mortgage was duly recorded in the Office of the County Clerk of Sheridan County, Wyoming on January 12, 1996, in Book 346 at Page 462, and re-recorded on January 26, 1996 in Book 347 at Page 76, in the Office of the County Clerk of Sheridan County, Wyoming.

2. That default has been made in the payment of said mortgage and that the mortgagee or current holder of the mortgage has proceeded to foreclose said mortgage under the power of sale therein contained.

3. That under the terms of said mortgage the mortgagee is entitled to recover an attorney's fee and that a reasonable attorney's fee in this case is the sum of $1,312.50.

4. There has not been and is no agreement, express or implied between WyHy Federal Credit Union and its attorneys in this matter, nor between the said attorneys and any other person for sharing or division of the attorney's fees as allowed by said mortgage and as added to the debt therein involved.

5. The attorney's fee as allowed by said mortgage represents compensation for services actually rendered in the foreclosure proceedings by the affiant.

6. This Affidavit is given pursuant to W.S. Sec. 34-4-112, 1977.

DATED November 26, 1996.

Randall B. Reed

Acknowledged, subscribed and sworn to before me by Randall B. Reed on November 26, 1996.

Witness my hand and official seal.

Notary Public

DEBRA L. PATTERSON – NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires January 21, 1999

RECORDED DECEMBER 3, 1996 BK 383 PG 292 NO 243161 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DARREL HIATT and CECILIA HIATT, husband and wife, grantors, of SHERIDAN County, State of WYOMING, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **JOHN M. FALLIS and CYNTHIA L. FALLIS, husband and wife, as tenants by the entireties with full right of survivorship**, grantees, whose address is C/O SANNER REALTY, 632 COFFEEN AVE, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 55 North, Range 82 West, 6th P.M.
Sheridan County, Wyoming

Section 13: W1/2NW1/4, SE1/4NW1/4, and that portion of the NE1/4NW1/4 and that portion of the NW1/4NE1/4 lying Southwest of the center of the present Sheridan-Ulm-Clearmont Road.

Together with all water and water rights, and all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all building and zoning regulations, exceptions, reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS our hands this 2 day of December, 1996.

Darrel Hiatt
DARREL HIATT

BY: Cecilia Hiatt
CECILIA HIATT, Attorney-in-fact
for DARREL HIATT

Cecilia Hiatt
CECILIA HIATT

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by CECILIA HIATT, who acknowledged herself to be attorney-in-fact for DARREL HIATT and acknowledged that she executed the same as the act of her principal for the purposes therein contained, this 2nd day of December, 1996.

RHONDA J. BURKHART - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Dec. 1, 1998

WITNESS my hand and official seal.

Rhonda J. Burkhart
NOTARY PUBLIC

My commission expires: 12/1/1998

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by CECILIA [illegible] this 2nd day of December, 1996.

RHONDA J. BURKHART - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Dec. 1, 1998

Rhonda J. Burkhart
NOTARY PUBLIC

My Commission expires: 12/1/1998

RECORDED DECEMBER 3, 1996 BK 383 PG 294 NO 243163 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DARREL HIATT and CECILIA HIATT, husband and wife, grantors, of SHERIDAN County, State of WYOMING, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **ANNA MARIA ST. CLAIR, a single person**, grantee, whose address is c/o BANNER REALTY, 632 COFFEEN AVE. Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 55 North, Range 82 West, 6th P.M.
Sheridan County, Wyoming

Section 12: **That portion of the SE1/4SW1/4 and that portion of the SW1/4SW1/4 lying Southwest of the center of the present Sheridan-Ulm-Clearmont Road;**

Together with all water and water rights, and all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all building and zoning regulations, exceptions, reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS our hands this 2nd day of December, 1996.

Darrel Hiatt
DARREL HIATT

BY: Cecilia Hiatt
CECILIA HIATT, Attorney-in-fact
for DARREL HIATT

Cecilia Hiatt
CECILIA HIATT

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by CECILIA HIATT, who acknowledged herself to be attorney-in-fact for DARREL HIATT and acknowledged that she executed the same as the act of her principal for the purposes therein contained, this 2nd day of December, 1996.

WITNESS my hand and official seal.

Rhonda J. Burkhart
NOTARY PUBLIC

My commission expires: 12/1/1998

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by CECILIA HIATT, this 2nd day of December, 1996.

RHONDA J. BURKHART - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Dec. 1, 1998

Rhonda J. Burkhart
NOTARY PUBLIC

My Commission expires: 12/1/1998

RECORDED DECEMBER 3, 1996 BK 383 PG 296 NO 243183 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

BERTHA I. LIGOCKI, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **JAMES L. BENEPE, III, a single person,** whose address is _____, 1955 ½ Fuchleton, Sheridan, WY 82801 the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Tract 2 of McNally Subdivision of the County of Sheridan, State of Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 3RD day of DECEMBER, 1996.

Bertha I. Ligocki
Bertha I. Ligocki

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Bertha I. Ligocki this 3RD day of DECEMBER, 1996.

Witness my hand and official seal.

E. Marie Wright
Notary Public

My Commission Expires 6-12-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY WYOMING

RECORDED DECEMBER 3, 1996 BK 383 PG 297 NO 243185 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

WILLIAM R. POWELL and MARGARET LOUISE POWELL, husband and wife GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **RONALD R. MOORE and JULIE M. MOORE, husband and wife, as tenants by the entirety,** whose address is _____, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

The North 44 feet of Lot 10, Block 1, Alger Addition to the Town, now City of Sheridan, EXCEPTING that portion of the East end thereof lying in and Northeast of Big Goose Creek.

A three-eights undivided interest in the South 6 feet and 6 inches of the North 50 feet and 6 inches of the West 88 feet of Lot 10, Block 1, Alger Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 3rd day of DECEMBER, 1996.

William R. Powell
William R. Powell

Margaret Louise Powell
Margaret Louise Powell

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by William R. Powell and Margaret Louise Powell this 3rd day of DECEMBER, 1996.

Witness my hand and official seal.

C. Marie Wright
Notary Public

My Commission Expires 6-18-2000

C. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED DECEMBER 3, 1996 BK 383 PG 298 NO 243187 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, does hereby CONVEY and WARRANT to the GRANTEES, **JOHN M. MAGUIRE and KATHLEEN MAGUIRE, husband and wife,** whose address is P.O. Box 321, Essex, CT 06426, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 32, Block K, Powder Horn Ranch,
Planned Unit Development, Phase Two.

A subdivision in Sheridan County, Wyoming,
filed as Plat #P-38

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 25 day of November, 1996.

POWDER HORN RANCH, LLC

Homer Scott Jr.
, Manager

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Homer Scott, Jr., this 25 day of November, 1996.

Witness my hand and official seal.

CORALEE DAVIS NOTARY PUBLIC SHERIDAN CO. WY

Notary Public

My Commission Expires June 11, 1999.

RECORDED DECEMBER 3, 1996 BK 383 PG 299 NO 243189 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, does hereby CONVEY and WARRANT to the GRANTEES, **ROBERT P. GIBBS and RHONDA A. GIBBS, husband and wife**, whose address is 10417 Brunswick Circle, Bloomington, MN 55438, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 9, Block F, Powder Horn Ranch,
Planned Unit Development, Phase One.

A subdivision in Sheridan County, Wyoming,
filed as Plat #P-36

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 25 day of November 1996.

POWDER HORN RANCH, LLC

Howe Scott Jr, Manager

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The ~~foregoing instrument~~ was acknowledged before me by Howe Scott, Jr., this 25 day of November 1996.

Witness my hand and official seal.

CORALEE N. DAVIS NOTARY PUBLIC SHERIDAN CO. WYO.

Notary Public

My Commission Expires June 11, 1997.

300

RECORDED DECEMBER 3, 1996 BK 383 PG 300 NO 243190 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JOSE CHRIS ROMERO, SR., a married man dealing in his sole and separate property, Grantor, of Albany County, and State of Wyoming, for and in consideration of Ten and more Dollars ($10.00+) in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS to the **CITY OF SHERIDAN, WYOMING**, a Wyoming Municipal Corporation, Grantee, whose address is 55 East Grinnell, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County, and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

> Lot 7 and the North 10 feet of Lot 6, in Block 1, of Downer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon.

WITNESS my hand this 25 day of September, 1996.

Jose Chris Romero Jr.

JOSE CHRIS ROMERO, JR., as Attorney-in-Fact for Jose Chris Romero, Sr.

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **Jose Chris Romero, Jr.**, as Attorney-in-Fact for Jose Chris Romero, Sr., this 25th day of September, 1996,

WITNESS my hand and official seal.

Ginny Wiesen

Notary Public

My commission expires: _____

GINNY WIESEN
County of
Sheridan
My Commission Expires

Notary Public
State of
Wyoming
Aug. 28, 2000

RECORDED DECEMBER 3, 1996 BK 383 PG 301 NO 243195 RONALD L. DAILEY, COUNTY CLERK

SHERIFF'S CERTIFICATE OF SALE UPON FORECLOSURE

THIS SHERIFF'S CERTIFICATE OF SALE, made by William B. Frith, Sheriff, ~~Deputy Sheriff~~ of Sheridan County, State of Wyoming, to Avco Financial Services of Cheyenne, Inc., as purchaser at foreclosure sale.

WITNESSETH

A mortgage was executed by Helen L. Yetter on August 22, 1994, payable to AVCO Financial Services of Cheyenne, Inc., 140 East Loucks, Sheridan, Wyoming, as recorded in Book 327, Page 123, in the office of the County Clerk and Ex-Officio Register of Deeds in and for Sheridan County, Wyoming, for the following described real estate:

Lots 8 and 9, Block 3 of Sheridan Gardens Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

A default having occurred under the terms of the mortgage and the entire balance then declared due and payable by the Mortgagee and the election made to foreclose pursuant to W.S. Sec. 34-4-101, et. seq., notice of sale was duly advertised and given pursuant to a copy of the legal publication attached hereto and the sale was then held at the date and place provided and the property was sold to Avco Financial Services of Cheyenne, Inc. for the highest and best bid of $77,158.77, of which amount principal and interest on the mortgage and costs and expenses of sale including attorney's fees total $77,158.77.

By virtue of the sale and purchaser's payment, under the authority of law, I hereby give and grant this Sheriff's Certificate of Sale to Avco Financial Services of Cheyenne, Inc., as purchaser, who will be entitled to a Sheriff's Deed for the property at the expiration of the period of redemption unless the property is redeemed prior to that date as provided by law. Upon the expiration of the period of redemption a Sheriff's Deed will be executed conveying the property to the purchaser or its assignee as the holder of this Sheriff's Certificate of Sale.

DATED this 2nd day of December, 1996.

William B Frith

~~Deputy~~ Sheriff
Sheridan County, Wyoming

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by William B. Frith as the duly elected, qualified and acting Deputy Sheriff of Sheridan County, Wyoming on this 2nd day of December, 1996.

Witness my hand and official seal.

Lacey D Shirey
Notary Public

My Commission Expires: _____.

LACEY D. SHIREY - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires April 9, 1999

MEMORANDUM OF PUBLICATION

This legal notice appears

in the following issues of

The Sheridan Press:

Nov. 6, 13, 20, 27,

_____

_____

_____, 19 96

The Cost for printing said

publication is $ 169.40

Please Remit

The Sheridan Press
Box 2006
Sheridan, WY 82801

NOTICE OF FORECLOSURE SALE

Default existing on a promissory note and real estate mortgage dated August 22, 1994, from Helen L. Yetter, payable to AVCO Financial Service of Cheyenne, Inc., 140 East Loucks, Sheridan, Wyoming, 82801, which mortgage was recorded on the 26th day of August, 1994, in Book 327, Page 123, in the Office of the County Clerk and Ex-Officio Register of Deeds in and for Sheridan County, Wyoming, mortgaging real property described as:

Lots 8 and 9, Block 3 of Sheridan Gardens Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Non-payment and other defaults existing, and acceleration having been declared, the entire remaining mortgage balance is now due and payable. No lawsuit has been filed to collect the mortgage debt or any portion thereof.

Take notice that the mortgage will be foreclosed, and the real estate sold by the Sheriff or Deputy Sheriff of Sheridan County to the highest bidder for cash at public vendue at the front door of the Sheridan County Courthouse, Sheridan County, Sheridan, Wyoming, at the hour of 10:00 a.m., December 2, 1996. The balance due at this date is $75,738.77, plus interest accruing in the amount of $22.61 per day to date of sale, attorney's fees, and foreclosure expenses.

DATED this 29th day of October, 1996.

AVCO Financial Services
c/o Brian N. Beisher
HART & REITER
P.O. Box 641
Sheridan, WY 82801

Pub.: Nov. 6, 13, 20, 27, 1996

304

RECORDED DECEMBER 3, 1996 BK 383 PG 304 NO 243196 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

UCROSS FOUNDATION, a Wyoming non-profit corporation, 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 unto ROGER B. PLANK, a married man dealing in his sole and separate property, Grantee, whose address is 307 Teakwood, Houston, TX 77024 the following described real estate, situate in Sheridan County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 2 of Apache Village Part 1, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 307.

TOGETHER with all improvements and appurtenances situate thereon, or thereunto appertaining or belonging.

SUBJECT TO general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county, and state subdivision and zoning laws, easements, restrictive covenants, reservations of record.

WITNESS my hand this 5th day of November, 1996.

UCROSS FOUNDATION

By: _____
James R. Bauman, Vice President

ATTEST:

_____
Charles R. Hart
Assistant Secretary

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by James R. Bauman and Charles R. Hart, Vice President and Assistant Secretary respectively of Ucross Foundation, a Wyoming charitable organization which does not have a seal, this 5 day of November, 1996.

WITNESS my hand and official seal.

Lacey D. Shirey
Notary Public

My Commission expires: _____

LACEY D. SHIREY - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires April 9, 1998

RECORDED DECEMBER 4, 1996 BK 383 PG 306 NO 243256 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

EARLE J. SIMPSON, now a single man, (herein referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to **INA MAY MITCHELL,** a married woman dealing in her sole and separate property, (herein referred to as "Grantee"), whose address is P. O. Box 9, Story, WY 82842, the following-described real estate which is situate in Sheridan and Johnson Counties, Wyoming, to-wit:

A tract of land lying in a portion of the $SE^1/_4SE^1/_4$ of Section 13, Township 53 North, Range 84 West; $S^1/_2$Lot 4, Section 18, Township 53 North, Range 83 West, Sheridan County, Wyoming; a portion of Lot 1, Section 19, Township 53 North, Range 83 West, Johnson County, Wyoming, Sixth Principal Meridian; said tract being more particularly described as follows:

Beginning at the southeast corner of said Lot 4, said point being S89°20'34"W, 1323.36 feet from the south quarter corner of said Section 18; thence S89°20'34"W, 138.58 feet along said south line of Section 18 and the south line of a tract of land described in Book 291 of Deeds, Page 572, to a point; thence S00°39'26"E, 363.00 feet along said south line of a tract described in Book 291 of Deeds, Page 572, to a point; thence S89°20'34"W, 1200.00 feet along said south line of a tract described in Book 291 of Deeds, Page 572, to a point; thence N00°39'26"W, 363.00 feet along said south line of a tract described in Book 291 of Deeds, Page 572, to the northwest corner of said Section 19; thence S89°56'51"W, 1322.14 feet along the south line of said $SE^1/_4SE^1/_4$ of Section 13 and said south line of a tract described in Book 291 of Deeds, Page 572, to a point, said point being the southwest corner of said $SE^1/_4SE^1/_4$; thence N01°02'39"W, 1265.82 feet along the west line of said $SE^1/_4SE^1/_4$ and west line of said tract described in Book 291 of Deeds, Page 572 to a point, said point lying on the centerline of South Piney Creek; thence N49°32'29"E, 30.16 feet along said centerline and the north line of said tract described in Book 291 of Deeds, Page 572 to a point; thence S60°57'24"E, 334.32 feet along said centerline and said north line of a tract described in Book 291 of Deeds, Page 572 to a point; thence, leaving said centerline, N01°02'39"W, 209.41 feet along said north line of a tract described in Book 291 of Deeds, Page 572 to a point, said point lying on the north line of said $SE^1/_4SE^1/_4$; thence N89°54'37"E, 1001.61 feet along said north line and said north line of a tract described in Book 291 of Deeds, Page 572 to a point, said point being the northeast corner of said $SE^1/_4SE^1/_4$; thence S01°23'02"E, 666.50 feet along the east line of said $SE^1/_4SE^1/_4$ and said north line of a tract described in Book 291 of Deeds, Page 572 to a point, said point being the northwest corner of said $S^1/_2$Lot 4; thence N89°28'46"E, 1337.71 feet along the north line of said $S^1/_2$Lot 4 and said north line of a tract described in Book 291 of Deeds, Page 572 to a point, said point being the northeast corner of said $S^1/_2$Lot 4; thence S01°27'46"E, 663.32 feet along the east line of said Lot 4 to the POINT OF BEGINNING. Said tract contains 69.86 acres more or less.

TOGETHER WITH all water, water rights, ditches, ditch rights, improvements and appurtenances which are located thereon or appurtenant thereto.

ALSO, TOGETHER WITH a nonexclusive easement for ingress, and egress, and for the installation and maintenance of utilities situated in the south 990 feet of the $SE^1/_4SW^1/_4$ and $S^1/_2SE^1/_4$ of Section 18, Township 53 North, Range 83 West, Sixth Principal Meridian, Sheridan County, Wyoming; said easement being a strip of land thirty (30) feet wide, the north and west line of said strip being more particularly described as follows:

Commencing at the south quarter corner of said Section 18; thence N63°56'43"E, 2092.96 feet to the POINT OF BEGINNING of the herein described strip of land, said point being the northeast corner of a tract of land described in Book 291 of Deeds, Page 572 and lying on the west right-of-way line of the Wagon Box Monument County Road No. 145; thence, 990 feet north of and parallel to said south line of Section 18, S89°24'47"W, 1898.93 feet along the north line of said strip and north line of said tract described in Book 291 of Deeds, Page 572, to a point; thence, 990 feet north of and parallel to said south line of Section 18, S89°20'34"W, 1327.77 feet along the north line of said strip and north line of said tract described in Book 291 of Deeds, Page 572, to a point, said point lying on the west line of said $SE^1/_4SW^1/_4$ of Section 18; thence S01°27'46"E, 266.76 feet along the west line of said strip and the west line of said $SE^1/_4SW^1/_4$ to the POINT OF TERMINUS of said easement, said point being N65°14'03"W, 1475.11 feet from said south quarter corner of Section 18.

Basis of Bearings is Wyoming State Plane (East Central Zone). (Rotate bearings 0°16'51" clockwise to record bearings per Book 291 of Deeds, Page 572).

The purpose of this Quitclaim Deed is to document the Grantor's change of name resulting from her marriage.

Dated this 27th day of November, 1996.

Earle J. Simpson

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed was subscribed, sworn to and acknowledged before me this 27th day of November, 1996 by Earle J. Simpson.

WITNESS my hand and official seal.

Virginia J. Reinhold
Notary Public

My Commission expires: June 14, 1999

308

RECORDED DECEMBER 4, 1996 BK 383 PG 308 NO 243257 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

EARLE J. SIMPSON, now a single man, (herein referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to **THAD L. MITCHELL and INA MAY MITCHELL**, husband and wife as tenants by the entireties, (herein referred to as "Grantees"), whose address is P. O. Box 9, Story, WY 82842, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

A tract of land lying in the south 990 feet of the $SE^1/_4SW^1/_4$ and $SE^1/_4SE^1/_4$ of Section 18, Township 53 North, Range 83 West, Sixth Principal Meridian, Sheridan County, Wyoming; said tract being more particularly described as follows:

Beginning at the southeast corner of said Lot 4, said point being S89°20'34"W, 1323.36 feet from the south quarter corner of said Section 18; thence N89°20'34"E, 1111.87 feet along the south line of said Section 18 and the south line of a tract of land described in Book 291 of Deeds, Page 572, to a point, said point being the southwest corner of a tract of land described in Book 337 of Deeds, Page 608; thence N00°16'51"W, 612.28 feet along the west line of said tract described in Book 337 of Deeds, Page 608, to a point lying on the centerline of the Big Piney Divide Ditch, said point being the northwest corner of said tract of land described in said Book 337 of Deeds, Page 608; thence N69°40'09"E, 76.05 feet along said centerline to a point; thence N81°57'45"E, 126.09 feet along said centerline to a point; thence S89°15'21"E, 103.17 feet along said centerline to a point; thence S89°23'30"E, 58.76 feet along said centerline to a point; thence N81°53'15"E, 52.44 feet along said centerline to a point; thence S84°30'05"E, 104.19 feet along said centerline to a point; thence N75°03'56"E, 78.47 feet along said centerline to a point; thence N64°12'33"E, 112.51 feet along said centerline to a point; thence N75°55'58"E, 39.41 feet along said centerline to a point; thence N82°33'04"E, 39.13 feet along said centerline to a point; thence S89°44'45"E, 170.65 feet along said centerline to a point; thence S87°33'28"E, 38.60 feet along said centerline to a point; thence S79°06'27"E, 52.85 feet along said centerline to the northeast corner of said tract described in Book 337 of Deeds, Page 608, said point also being the northwest corner of a tract of land described in said Book 329 of Deeds, Page 378; thence S81°21'33"E, 18.68 feet along said centerline to a point; thence S67°36'33"E, 183.00 feet along said centerline to a point; thence S76°41'33"E, 93.00 feet along said centerline to a point; thence S82°21'33"E, 44.00 feet along said centerline to a point; thence S55°56'33"E, 42.00 feet along said centerline to a point; thence S20°01'33"E, 106.00 feet along said centerline to a point; thence S33°36'33"E, 83.00 feet along said centerline to a point; thence S22°26'33"E, 40.00 feet along said centerline to a point; thence S08°18'27"W, 107.00 feet along said centerline to a point; thence S34°26'33"E, 38.00 feet along said centerline to a point; thence S63°06'33"E, 31.00 feet along said centerline to a point; thence S43°31'33"E, 59.00 feet along said centerline to a point; thence S52°46'33"E, 93.00 feet along said centerline to a point; thence S42°01'33"E, 43.00 feet along said centerline to a point; thence S11°23'27"W, 45.00 feet along said centerline to a point; thence S30°58'27"W, 59.56 feet along said centerline to the southeast corner of said tract, said point lying on the south line of said tract described in Book 291 of Deeds, Page 572; thence N89°24'47"E, 823.39 feet along said south line of Section 18 and said south line of a tract described in Book 291 of Deeds, Page 572, to a point, said point lying on the west right-of-way line of the Wagon Box Monument County Road No. 145 and the east line of said tract described in Book 291 of Deeds, Page 572; thence

N37°33'46"W, 627.75 feet along said west right-of-way line and said east line of a tract described in Book 291 of Deeds, Page 572, to a point; thence N01°09'49"W, 243.63 feet along said west right-of-way line and said east line of a tract described in Book 291 of Deeds, Page 572, to a point; thence N13°51'33"E, 159.93 feet along said west right-of-way line and said east line of a tract described in Book 291 of Deeds, Page 572, to a point, said point being the northeast corner of said tract described in Book 291 of Deeds, Page 572; thence, 990 feet north of and parallel to said south line of Section 18, S89°24'47"W, 1898.93 feet along the north line of said tract described in Book 291 of Deeds, Page 572, to a point; thence, 990 feet north of and parallel to said south line of Section 18, S89°20'34"W, 1327.77 feet along said north line of said tract described in Book 291 of Deeds, Page 572, to a point, said point lying on the west line of said $SE^1/_4SW^1/_4$ of Section 18; thence S01°27'46"E, 990.08 feet along said west line to the POINT OF BEGINNING.

Said tract contains 44.98 acres more or less.

TOGETHER WITH all water, water rights, ditches, ditch rights, improvements and appurtenances which are located thereon or appurtenant thereto.

Basis of Bearings is Wyoming State Plane (East Central Zone).

(Rotate bearings 0°16'51" clockwise to record bearings per Book 291 of Deeds, Page 572, Book 329 of Deeds, Page 378, and Book 337 of Deeds, Page 608).

Dated this 27th day of November, 1996.

Earle J. Simpson

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed was subscribed, sworn to and acknowledged before me this 27th day of November, 1996 by Earle J. Simpson.

WITNESS my hand and official seal.

Notary Public

My Commission expires: June 14, 1999

RECORDED DECEMBER 4, 1996 BK 383 PG 310 NO 243259 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

HELEN M. WILSON, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **JIMMY LOUIE, a single person,** whose address is 845 Victoria, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 6 and the East one half of Lot 7, Block 17, Nielsen Heights Addition to the Town, now City of Sheridan, Sheridan County, Wyoming,

Also that part of Victoria Street, vacated, described as follows: Beginning at the Southeast corner of Lot 6 in said Block 17, said Nielsen Heights, an Addition to the Town, now City of Sheridan, thence South along the East line of said Lot 6, extended 10 feet, thence West along a line parallel with the South line of said Block 17, 90 feet, thence North along a line which is parallel with the West line of Lot 8 of said Block 17, 10 feet to the South line of said Lot 7, thence East along the South line of Lot 7 and Lot 6, 90 feet to the point of beginning, said portion of Victoria Street being vacated pursuant to Ordinance No. 864 of the City Council of the City of Sheridan, Wyoming, adopted March 19, 1950 and the Resolution of the City Council of the City of Sheridan, Wyoming dated December 3, 1951.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 4th day of December, 1996.

Helen M Wilson
Helen M. Wilson

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Helen M. Wilson this 4th day of December, 1996.

Witness my hand and official seal.

Helen M Burke
Notary Public

HELEN M. BURKE - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Sept. 18, 1998

My Commission Expires 9-18-98

Recording requested by:

And when recorded mail to:

RECORDED DECEMBER 4, 1996 BK 383 PG 311 NO 243269 RONALD L. DAILEY, COUNTY CLERK

243269

TAR PREFERRED MORTGAGE CORPORATION
23722 Birtcher Drive
Lake Forest, CA 92630

Loan Number: 21404534

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REQUEST FOR SPECIAL NOTICE

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust Recorded 7/26/95 as instrument No.BOOK 339, PAGE 197, in Book _____, Page ____, Official Records of SHERIDAN County, WYOMING as affecting herein described property, executed by RODNEY D. GATES AND RANDA L. GATES, HUSBAND AND WIFE as Trustor in which SHOSHONE FIRST BANK, A STATE BANK is named as Beneficiary, and as Trustee, be mailed to TAR PREFERRED MORTGAGE CORPORATION, 23722 BIRTCHER DRIVE, LAKE FOREST, CA 92630 describing land therein as:
LOT 6, BLOCK 6, DANA ADDITION TO THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.
A.P.N. 8714

Dated: November 18, 1996

T.A.R. PREFERRED MORTGAGE CORPORATION
a California Corporation

By: _____
TERESA SMITH
Authorized Signer

STATE OF CALIFORNIA)
COUNTY OF ORANGE)Ss.

On 11/18/96 before me, the undersigned Notary Public, personally appeared TERESA SMITH 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 _____
BETH OWENS

BETH OWENS
Comm. # 1063348
NOTARY PUBLIC CALIFORNIA
Orange County
My Comm. Expires June 28, 1999

RECORDED DECEMBER 4, 1996 BK 383 PG 312 NO 243276 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

CHARLES W. HOLLOWAY, also known as CHARLES WILLIAM HOLLOWAY, and LORETTA J. HOLLOWAY, husband and wife, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **BOYD ALLEN JENSEN, a single person**, grantee, whose address is 646 E. Loucks, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 2, 3, 4, and 5, Block 12, Palmer's Addition to the City of Sheridan, Sheridan County, Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 2ND day of DECEMBER, 1996.

Charles W. Holloway

CHARLES W. HOLLOWAY, also known as CHARLES WILLIAM HOLLOWAY

Loretta J. Holloway

LORETTA J. HOLLOWAY

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by CHARLES W. HOLLOWAY, also known as CHARLES WILLIAM HOLLOWAY, and LORETTA J. HOLLOWAY, this 2ND day of DECEMBER, 1996.

WITNESS my hand and official seal.

E. Marie Wright

NOTARY PUBLIC

My Commission Expires: 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED DECEMBER 4, 1996 BK 383 PG 313 NO 243281 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GENWEST MARKETING L. L. C., a Wyoming Limited Liability Company, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **WILLIAM G. HARNISH and JANICE C. HARNISH, husband and wife, as tenants by the entireties with full right of survivorship,** grantees, whose address is 120 Arapahoe, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 1, Block 2, High View Estates Second Filing, a subdivision in Sheridan County, Wyoming as recorded in Drawer H, Plat #32.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 20th day of November, 1996.

GENWEST MARKETING L. L. C.

By: William G. Harnish
WILLIAM G. HARNISH

Janice C. Harnish
JANICE C. HARNISH

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

On this 20th day of November, 1996, personally appeared before me, William G. Harnish, a Notary Public within and for the aforesaid County and State, **WILLIAM G. HARNISH,** being known to me to be the said **WILLIAM G. HARNISH,** and after being duly sworn upon oath, did acknowledge that he was the Secretary (Clerk) of **GENWEST MARKETING L. L. C., a Wyoming Limited Liability Company** that is described in the within instrument. He did further acknowledge that the within instrument was signed by himself on behalf of said limited liability company, and that the same is the free act and deed of said limited liability company.

WITNESS my hand and official seal.

Kim A. Hendren
NOTARY PUBLIC

My Commission Expires: Aug 7th, 2000

KIM A. HENDREN NOTARY PUBLIC MY COMMISSION EXPIRES August 7, 2000 SHERIDAN COUNTY, WYOMING

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

On this 20th day of November, 1996, personally appeared before me, Janice C. Harnish, a Notary Public within and for the aforesaid County and State, **JANICE C. HARNISH**, being known to me to be the said **JANICE C. HARNISH**, and after being duly sworn upon oath, did acknowledge that she was an official of **GENWEST MARKETING L. L. C., a Wyoming Limited Liability Company** that is described in the within instrument. She did further acknowledge that the within instrument was signed by herself on behalf of said limited liability company, and that the same is the free act and deed of said limited liability company.

WITNESS my hand and official seal.

Kim A. Hendren
NOTARY PUBLIC

My Commission Expires: Aug. 7th, 2000

KIM A. HENDREN NOTARY PUBLIC MY COMMISSION EXPIRES August 7, 2000 SHERIDAN COUNTY, WYOMING

RECORDED DECEMBER 4, 1996 BK 383 PG 315 NO 243283 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

PHEBE MACHA, also know as PHEBE D. MACHA, being of lawful age and being first duly sworn upon oath does depose and state the following:

1. That your affiant is the surviving spouse of **LARRY ROBERT MACHA, also known as LARRY R. MACHA**, who died on the 9th day of May, 1996, in Sheridan County, State of Wyoming.

2. That at the time of his death, the said **LARRY ROBERT MACHA, also known as LARRY R. MACHA**, was the owner, along with your affiant, **PHEBE MACHA, also known as PHEBE D. MACHA**, as husband and wife, of the following described real property, situate in the County of Sheridan, State of Wyoming, to-wit:

> **A tract of land situated in the S½NE¼ and N½SE¼ of Section 21, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming (known as Tract No. 14 of the unofficial subdivision of the Metz Big Horn Ranch) and being more particularly described as follows: Beginning at a point which bears North 89°38' East a distance of 3248.5 feet from a point which bears South 1°15' East a distance of 1993 feet from the Northwest corner of said Section 21, thence South 0°06' West a distance of 1200 feet, thence North 89° 38' East a distance of 672.5 feet, thence North 0°06' East a distance of 1200 feet, thence South 89°38' West a distance of 672.5 feet to the point of beginning.**

3. That your affiant, **PHEBE MACHA, also known as PHEBE D. MACHA** and **LARRY ROBERT MACHA, also known as LARRY R. MACHA**, received title to the above described property, as tenants by the entireties, by that certain Warranty Deed executed by **CLIFFORD RAY WINLAND and VIOLET M. WINLAND, husband and wife**, as Grantors, said deed being dated the 31st day of December, 1970, and recorded in Book 223 of Deeds, Page 191 thereof, in the records of the County Clerk and Ex-Officio Register of Deeds, for Sheridan County, State of Wyoming, on the 18th day of July, 1977, as instrument number 713933.

4. That attached hereto is a certified copy of the death certificate of **LARRY ROBERT MACHA, also known as LARRY R. MACHA.**

5. That by reason of the death of said **LARRY ROBERT MACHA, also known as LARRY R. MACHA**, all right, title and interest of

LARRY ROBERT MACHA, also known as LARRY R. MACHA in the above described property now vests in **PHEBE MACHA, also known as PHEBE D. MACHA**, who by virtue of the interest held as husband and wife succeeds thereto as the surviving tenant by the entireties.

6. That this Affidavit is made and given for the express purpose of clearing title to the above referenced property into the name of **PHEBE MACHA, also known as PHEBE D. MACHA**, in accordance with the statutes of the State of Wyoming.

Dated this 3 day of ~~November~~ December, 1996

Phebe D. Macha
PHEBE MACHA, also known as
PHEBE D. MACHA

Subscribed and sworn to before me, by PHEBE MACHA, also known as PHEBE D. MACHA, this 3rd day of ~~November~~ December, 1996

Tom Kinnison
NOTARY PUBLIC

My Commission Expires: 12/14/98

TOM KINNISON NOTARY PUBLIC COUNTY OF SHERIDAN - STATE OF WYOMING MY COMMISSION EXPIRES DEC 14 1998

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 69 — STATE FILE NUMBER

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

DECEDENT

1. DECEDENT - NAME: FIRST LARRY — MIDDLE ROBERT — LAST MACHA
2. SEX: MALE
3. DATE OF DEATH (Mo., Day, Yr.): MAY 9, 1996
4. SOCIAL SECURITY NUMBER: 520 34 6607
5a. AGE (Last Birthday) (Years): 59
5b. UNDER 1 YEAR — Months / Days
5c. UNDER 1 DAY — Hours / Minutes
6. DATE OF BIRTH (Mo., Day, Yr.): MARCH 19, 1937
7a. PLACE OF DEATH (Check only one): HOSPITAL: X Inpatient ☐ ER/Outpatient ☐ DOA — OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)
7b. FACILITY NAME (If not Institution, give street and number): MEMORIAL HOSPITAL OF SHERIDAN COUNTY
7c. CITY, TOWN, OR LOCATION OF DEATH: SHERIDAN
7d. COUNTY OF DEATH: SHERIDAN
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): PHEBE DALY
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): CUSTOMER SERVICE REPRESENTATIVE
12b. KIND OF BUSINESS OR INDUSTRY: AIRLINE
13a. RESIDENCE - STATE: WYOMING
13b. COUNTY: SHERIDAN
13c. CITY, TOWN OR LOCATION: SHERIDAN
13d. STREET AND NUMBER: 75 METZ ROAD
13e. INSIDE CITY LIMITS? (Specify yes or no): NO
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - if yes, specify Cuban, Mexican, Puerto Rican, Etc.): NO — Yes ☐ (Specify)
15. RACE - American Indian, Black, White, Etc. (Specify): WHITE
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12 — College (1-4 or 5+)

PARENTS

17. FATHER'S NAME: First LAWRENCE — Middle — Last MACHA
18. MOTHER'S NAME: First RENA — Middle — Maiden Surname KING

INFORMANT

19a. INFORMANT - NAME (Type or Print): PHEBE MACHA
19b. RELATIONSHIP TO DECEDENT: SPOUSE
19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER: 75 METZ ROAD — CITY OR TOWN: SHERIDAN — STATE: WYOMING — ZIP CODE: 82801

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify): BURIAL
20b. DATE (Mo., Day, Yr.): 05-14-96
20c. CEMETERY OR CREMATORY - NAME: MT. HOPE CEMETERY
20d. LOCATION - CITY OR TOWN, STATE: BIG HORN, WYOMING
21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature): J.J. Bark — Number: 306
21b. NAME OF FACILITY: CHAMPION FUNERAL HOME — Number: 1
21c. ADDRESS OF FACILITY: 244S. BROOKS; SHERIDAN, WY. 82801

CERTIFIER

To be Completed by CERTIFYING PHYSICIAN Only
22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title): [signature] MD
22b. DATE SIGNED (Mo., Day, Yr.): 5-13-96
22c. HOUR OF DEATH: 10:13 A.M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

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

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): HUGH K. BATTY, M.D. 1262 WEST 5TH STREET SHERIDAN, WYOMING 82801
25a. REGISTRAR (Signature): [signature] DEPUTY
25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): MAY 15, 1996

CAUSE OF DEATH

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

26. IMMEDIATE CAUSE (Final disease or condition resulting in death) **AS**
a. Cardiopulmonary Arrest.
DUE TO (OR AS A CONSEQUENCE OF):
b. Sepsis - Pneumonia. +
DUE TO (OR AS A CONSEQUENCE OF):
c. Chemolymphocytic Leukemia
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.
27. AUTOPSY (Specify yes or no): NO
28. WAS CASE REFERRED TO CORONER (Specify yes or no): NO

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

MAY 17 1996

VR 2-89
4/94 16M

THIS IS TO CERTIFY that this reproduction is a true copy of a record on file in Wyoming Vital Records Services, Cheyenne, Wyoming.

This copy is not valid unless it bears a raised seal and the signature of the Deputy State Registrar is in red.

Date Issued MAY 17 1996

Lucinda M Caffrey
Deputy State Registrar

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RECORDED DECEMBER 4, 1996 BK 383 PG 318 NO 243284 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

PHEBE MACHA, also known as PHEBE D. MACHA, a single person, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **RODNEY D. DILLON and DEBRA D. DILLON, husband and wife, as tenants by the entireties with full right of survivorship,** grantees, whose address is 85 Metz Road, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

A tract of land situated in the SW1/4NE1/4 and the NW1/4SE1/4 of Section 21, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence S59°21'32"E, 3840.41 feet to the point of beginning of said tract, said point being the Northwest corner of a tract of land described in Book 223 of Deeds, Page 191; thence N89°10'45"E, 208.34 feet along the North line of said tract to a point; thence S00°12'22"E, 1200.62 feet to a point lying on the South line of said tract and the North right of way line of Metz Road (County Road No. 62); thence S89°20'12"W, 208.81 feet along the South line of said tract and said North right of way to a point, said point being the Southwest corner of said tract; thence N00°11'01"W, 1200.05 feet along the West line of said tract to the point of beginning of said tract.

Basis of bearings is Wyoming State Plane (East Central Zone).

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS my hand this 3 day of December, 1996.

Phebe D. Macha
PHEBE MACHA, also known as PHEBE D. MACHA

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by PHEBE MACHA, also known as PHEBE D. MACHA, this 3rd day of ~~November~~ December, 1996.

WITNESS my hand and official seal.

Tom Kinnison
NOTARY PUBLIC

My Commission Expires: 12/4/97

TOM KINNISON NOTARY PUBLIC COUNTY OF SHERIDAN · STATE OF WYOMING

RECORDED DECEMBER 5, 1996 BK 383 PG 320 NO 243355 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

MARY LYNNE WISENBAKER, 7712 NW 27th, Bethany, Oklahoma 73008, for and in consideration of $1.00 in hand paid and other valuable consideration, receipt of which is hereby acknowledged, conveys and quitclaims to **DENNIS J. WISENBAKER,** 330 W. Dow, Sheridan, Wyoming 82801, all her interest in and to the following described real property, to wit:

Lot 12, Block 1, Dowling's Subdivision, a subdivision in Sheridan County, Wyoming

which real property is a tract of land consisting of approximately 15,500 square feet.

DATED this 26 day of November, 1996.

Mary Lynne Wisenbaker
Mary Lynne Wisenbaker

STATE OF OKLAHOMA)
: ss
COUNTY OF OKLAHOMA)

The foregoing Quitclaim Deed was acknowledged before me this 26 day of November, 1996, by Mary Lynne Wisenbaker.

WITNESS my hand and official seal.

Donald E Cahoon
Notary Public

My commission expires: 7-22-2000

RECORDED DECEMBER 5, 1996 BK 383 PG 321 NO 243395 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

Mark Howard and Jennifer K. Howard, husband and wife, of Sheridan County, Wyoming, in consideration of Ten and no/100 ($10.00) DOLLARS and other good and valuable consideration in hand paid, do convey and quitclaim to Mark Howard and Jennifer K. Howard, husband and wife, as tenant by entirety with right of survivorship, whose address is 336 Wyoming Avenue, Sheridan, Wyoming, all their right(s), title and interest in the following described real estate situate in Sheridan County, Wyoming.

Lots 22 and 23, Block 21, Coffeen Second Addition, to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining.

Subject to all reservations, restriction, easements, rights-of-way and covenants of record.

DATED this 5th day of December 1996.

Mark Howard
Mark Howard

Jennifer K. Howard
Jennifer K. Howard

STATE OF WYOMING)
) SS.
County of Sheridan)

The foregoing instrument was acknowledged before me by Mark Howard and Jennifer K. Howard, this 5th day of Decenber 1996.

Witness my hand and official seal.

Carolyn M. Long
Notary Public

My Commission Expires:
October 29, 1999

CAROLYN M. LONG
NOTARY PUBLIC
SHERIDAN COUNTY, WYOMING

RECORDED DECEMBER 5, 1996 BK 383 PG 322 NO 243410 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GILT EDGE MINING CORPORATION, a Delaware corporation authorized to do business in Wyoming, of Sheridan County, Wyoming, Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS an undivided ninety percent (90%) to **CLINT R. HOAGLAND** and an undivided ten percent (10%) to **JANET L. HOAGLAND**, as tenants in common, Grantees, whose address is 38450 No. Co. Rd. #13, Elizabeth, Colorado 80107, the following described real estate, situate in the County of Sheridan, and State of Wyoming, to-wit:

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

TOGETHER with all improvements situate thereon, and all appurtenances and hereditaments appertaining thereto.

TOGETHER with all water and water rights, ditch and reservoir rights adjudicated thereto.

TOGETHER WITH an easement 60 feet in width, for purposes of ingress and egress, in the property more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein.

TOGETHER WITH an easement 20 feet in width, for purposes of ingress and egress, in the property more particularly described in Exhibit "C", attached hereto and by this reference incorporated herein.

SUBJECT to all exceptions, reservations, rights-of-way, easements, covenants, restrictions and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State.

DATED this 5th day of December, 1996.

GILT EDGE MINING CORPORATION,
Grantor

By: Martin S. MacCarty
Martin MacCarty, President

GILT EDGE MINING CORPORATION CORPORATE SEAL 1939 DELAWARE

ATTEST:
Brian A. MacCarty
Secretary

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 5th day of December, 1996, by **Martin MacCarty**, President of **GILT EDGE MINING CORPORATION**, a Delaware corporation authorized to do business in Wyoming, Grantor.

WITNESS my hand and official seal.

TOM KINNISON NOTARY PUBLIC COUNTY OF SHERIDAN - STATE OF WYOMING

Tom Kinnison
Notary Public

My Commission expires: 12/14/99.

EXHIBIT "B"

LEGAL DESCRIPTION

An access easement sixty (60) feet wide, being thirty (30) feet each side of the following described centerline situated in the S½S½ of Section 27, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the west quarter corner of Section 34; thence N14°02'13"W, 4119.05 feet to the **POINT OF BEGINNING** of said easement, said point lying on the easterly right of way line of Interstate Highway I-90 thirty (30) feet south of the north line of said S½S½; thence, parallel to and 30 feet south of said north line of the S½S½, N88°58'31"E, 1021.25 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 300.00 feet, a central angle of 29°53'23", an arc length of 156.50 feet, a chord bearing of S76°04'48"E, and a chord length of 154.73 feet to a point; thence S61°08'06"E, 56.67 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 300.00 feet, a central angle of 43°48'51", an arc length of 229.41 feet, a chord bearing of S83°02'31"E, and a chord length of 223.86 feet to a point; thence N72°07'47"E, 141.67 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 200.00 feet, a central angle of 71°44'18", an arc length of 250.41 feet, a chord bearing of S72°00'04"E, and a chord length of 234.37 feet to a point; thence S36°07'55"E, 652.53 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 1909.86 feet, a central angle of 07°26'48", an arc length of 248.22 feet, a chord bearing of S39°51'20"E, and a chord length of 248.05 feet to a point; thence S43°34'44"E, 382.05 feet along said centerline to a point; thence along said centerline through a curve to the left, having a radius of 300.00 feet, a central angle of 58°36'34", an arc length of 306.88 feet, a chord bearing of S72°53'01"E, and a chord length of 293.67 feet to the **POINT OF TERMINUS** of said easement; said point being N88°03'16"W, 1292.52 feet from the northeast corner said Section 27.

Basis of Bearings is Wyoming State Plane (East Central Zone).

EXHIBIT "A"

A tract of land situated in the SW¼SW¼ of Section 26, the SE¼SE¼ of Section 27, the S½, S½NW¼, and NE¼ of Section 34, the NW¼ and NW¼SW¼ of Section 35, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Beginning at the southeast corner of said Section 34; thence S89°25'23"W, 3780.27 feet along the south line of said Section 34 to a point, said point lying on the easterly right of way line of Interstate Highway I-90; thence along said easterly right of way through a curve to the right, having a radius of 2614.79 feet, a central angle of 46°20'55", an arc length of 2115.20 feet, a chord bearing of N12°13'04"W, and a chord length of 2058.00 feet to a point; thence N10°56'22"E, 658.98 feet along said easterly right of way line to a point, said point being the southwest corner of a tract of land described in Book 382 of Deeds, Page 99; thence N85°34'01"E, 483.04 feet along the southerly line of said tract described in Book 382 of Deeds, Page 99 to a point; thence N89°54'01"E, 567.04 feet along said southerly line to a point; thence N88°11'13"E, 374.93 feet along said southerly line to a point; thence S48°22'28"E, 62.94 feet along said southerly line to a point; thence S00°46'44"E, 261.41 feet along said southerly line to a point; thence N81°07'48"E, 270.88 feet along said southerly line to a point; thence S57°34'00"E, 60.02 feet along said southerly line to a point; thence N29°17'32"E, 54.68 feet along the easterly line of said tract described in Book 382 of Deeds, page 99, to a point; thence N06°28'46"E, 842.43 feet along said easterly line to a point; thence N35°48'27"W, 74.92 feet along said easterly line to a point; thence N65°06'50"E, 728.94 feet along said easterly line to a point; thence N05°23'29"E, 1392.90 feet along said easterly line to a point; thence N19°56'42"E, 644.37 feet along said easterly line to a point; thence N03°17'09"W, 973.62 feet along said easterly line to a point, said point lying on an east-west fence line; thence N89°02'46"E, 677.67 feet along said fence line to a point; thence S14°33'50"E, 181.82 feet along said fence line to a point; thence S53°31'03"E, 69.67 feet along said fence line to a point; thence S13°09'44"E, 1029.97 feet along said fence line to a point; thence S84°48'19"E, 1406.16 feet along said fence line to a point; thence S11°17'46"E, 2015.05 feet along said fence line to a point; thence S79°03'15"W, 898.68 feet along said fence line to a point; thence S01°23'39"W, 162.72 feet along said fence line to a point; thence S21°55'46"E, 1749.84 feet along said fence line to a point, said point lying on the south line of said NW¼SW¼ of Section 35; thence S89°28'30"W, 1308.82 feet along said south line to a point, said point being the southwest corner of said NW¼SW¼; thence S00°04'38"E, 1332.08 feet along the east line of said Section 34 to the POINT OF BEGINNING.

Said tract contains 487.74 acres of land more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone).

ALSO INCLUDING:

Township 53 North, Range 83 West, 6th P.M., Sheridan County, Wyoming

Section 3: *Lots One (1) and Two (2), and those portions of Lot Three (3), S½NE¼, N½SE¼, and the SE¼NW¼ lying northeasterly of the Lands conveyed to the State Highway Commission of Wyoming as recorded May 17, 1966, in Book 155 of Deeds at page 74.*

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EXHIBIT "C"

LEGAL DESCRIPTION

An access easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in the S½NW¼ and W½NE¼ of Section 34, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the west quarter corner of said Section 34; thence N86°48'02"E, 1102.99 feet to the **POINT OF BEGINNING** of said easement; thence N38°33'12"E, 86.41 feet along said centerline to a point; thence N69°21'14"E, 47.61 feet along said centerline to a point; thence N83°35'35"E, 46.69 feet along said centerline to a point; thence N89°10'13"E, 95.38 feet along said centerline to a point; thence S79°42'03"E, 178.32 feet along said centerline to a point; thence S84°39'11"E, 103.29 feet along said centerline to a point; thence N86°36'40"E, 155.94 feet along said centerline to a point; thence N65°49'00"E, 33.80 feet along said centerline to a point; thence N46°21'02"E, 35.43 feet along said centerline to a point; thence N21°57'11"E, 84.97 feet along said centerline to a point; thence N29°38'04"E, 103.08 feet along said centerline to a point; thence N38°45'37"E, 181.43 feet along said centerline to a point; thence N52°16'30"E, 49.87 feet along said centerline to a point; thence N63°13'42"E, 55.10 feet along said centerline to a point; thence N79°28'51"E, 80.16 feet along said centerline to a point; thence S86°34'33"E, 118.37 feet along said centerline to a point; thence N63°31'07"E, 32.14 feet along said centerline to a point; thence N30°08'54"E, 36.64 feet along said centerline to a point; thence N00°12'47"E, 46.54 feet along said centerline to a point; thence N17°46'51"W, 163.57 feet along said centerline to a point; thence N03°01'55"W, 57.72 feet along said centerline to a point; thence N21°52'34"E, 108.34 feet along said centerline to a point; thence N00°10'46"E, 33.20 feet along said centerline to a point; thence N28°18'59"E, 45.72 feet along said centerline to a point; thence N75°18'11"E, 56.45 feet along said centerline to a point; thence N86°28'42"E, 37.75 feet along said centerline to a point; thence S86°27'46"E, 259.83 feet along said centerline to a point; thence N84°32'34"E, 89.24 feet along said centerline to a point; thence S69°49'13"E, 81.37 feet along said centerline to a point; thence S86°29'54"E, 63.67 feet along said centerline to a point; thence N64°13'10"E, 145.19 feet along said centerline to a point; thence N84°39'45"E, 117.35 feet along said centerline to a point thence N72°04'54"E, 80.77 feet along said centerline to a point; thence N64°04'03"E, 242.36 feet along said centerline to a point; thence N49°00'59"E, 64.42 feet along said centerline to a point; thence N81°53'59"E, 103.85 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being S45°17'57W, 2159.49 feet from the northeast corner of said Section 34.

Basis of Bearings is Wyoming State Plane (East Central Zone).

RECORDED DECEMBER 5, 1996 BK 383 PG 327 NO 243411 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

GILT EDGE MINING CORPORATION, a Delaware corporation authorized to do business in Wyoming, of Sheridan County, Wyoming, Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, conveys and quitclaims an undivided ninety percent (90%) to **CLINT R. HOAGLAND** and an undivided ten percent (10%) to **JANET L. HOAGLAND**, as tenants in common, Grantees, whose address is 38450 No. Co. Rd. #13, Elizabeth, Colorado 80107, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

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

TOGETHER with all improvements and appurtenances situate thereon.

SUBJECT to all easements, reservations, restrictions and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 4th day of December, 1996.

GILT EDGE MINING CORPORATION,
Grantor

By: Martin S. MacCarty
Martin MacCarty, President

GILT EDGE MINING CORPORATION CORPORATE SEAL 1939 DELAWARE

ATTEST:

Brian L. MacCarty
Secretary

EXHIBIT "A"

A tract of land situated in the SE¼SE¼ of Section 27, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the southeast corner of said Section 27; thence N44°48'38"W, 1783.52 feet to a point, said point being the northeast corner of a tract of land described in Book 382 of Deeds, Page 99; thence N89°02'46"E, 677.67 feet along a fence line to a point; thence N14°33'50"W, 46.00 feet to a point, said point lying on the north line of said SE¼SE¼; thence S88°58'31"W, 668.64 feet along said north line to a point; thence S03°17'09"E, 43.92 feet to the POINT OF BEGINNING of said tract.

Said tract contains 0.68 acres more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone).

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 4th day of December, 1996, by **Martin MacCarty**, President of **GILT EDGE MINING CORPORATION**, a Delaware corporation authorized to do business in Wyoming, Grantor.

WITNESS my hand and official seal.

CATHERINE P. VERYZER - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Feb. 10, 2000

Catherine P. Veryzer
Notary Public

My Commission expires: 2-10-00.

330

RECORDED DECEMBER 6, 1996 BK 383 PG 330 NO 243417 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

William Lee Graves and Laurie L. Graves, husband and wife, as tenants by the entirety, Grantors, of 4590 Big Horn Avenue, Sheridan, Wyoming 82801, for and in consideration of Ten Dollars ($10.00) in hand paid, receipt of which is hereby acknowledged, convey and quitclaim to **Robert E. Lee Graves, a single man,** Grantee, of 1230 Val Vista, Sheridan, Wyoming 82801, all interest in the following described real estate situate in the County of Sheridan, State of Wyoming:

A tract of land situated in the NE¼NW¼ of Section 15 and the SE¼SW¼ of Section 10, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming; described as follows:

Beginning at the Southeast corner of said SE¼SW¼ of said Section 10; thence North along the North-South center line of said Section 10, 100 feet, thence N 89° 40' W 218 feet, on a line which is parallel to the South boundary of said Section 10, thence S 1° 25' W 100 feet to a point on the South boundary line of said Section 10; thence continuing S 1° 25' W 300 feet, thence S 89° 30' E 218 feet to a point on the North-South center line of said Section 15, thence N 1° 45' E 300 feet, more or less, along said North-South of said Section 15 to the point of beginning.

Together with all improvements situate thereon and all water, water rights, ditches and ditch rights thereunto belonging.

Said tract contains 2.0 acres, more or less.

LESS a tract of land containing 0.5 acres, more or less, conveyed by Warranty Deed dated October 2, 1995, recorded in Book 377 of Deed, Page 75, from Robert Graves, William L. Graves and Laurie L. Graves, Grantors, to the Board of County Commissioners, Sheridan County, Wyoming, Grantee.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

DATED this 5 day of December, 1996.

William Lee Graves

William Lee Graves

Laurie L. Graves

Laurie L. Graves

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing Quitclaim Deed was acknowledged before me this 5 day of December, 1996, by William Lee Graves and Laurie L. Graves.

WITNESS my hand and official seal.

H.E. CORBETT - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires April 6, 1997

Notary Public

My commission expires: 4/6/97

RECORDED DECEMBER 6, 1996 BK 383 PG 332 NO 243418 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

Robert E. Lee Graves, a single man, Grantor, of 1230 Val Vista, Sheridan, Wyoming 82801, for and in consideration of Ten Dollars ($10.00) in hand paid, receipt of which is hereby acknowledged, conveys and quitclaims to **William Lee Graves, a married man dealing in his sole and separate property**, Grantee, of 4590 Big Horn Avenue, Sheridan, Wyoming 82801, reserving unto Robert E. Lee Graves a life estate, all interest in the following described real estate situate in the County of Sheridan, State of Wyoming:

A tract of land situated in the NE¼NW¼ of Section 15 and the SE¼SW¼ of Section 10, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming; described as follows:

Beginning at the Southeast corner of said SE¼SW¼ of said Section 10; thence North along the North-South center line of said Section 10, 100 feet, thence N 89° 40' W 218 feet, on a line which is parallel to the South boundary of said Section 10, thence S 1° 25' W 100 feet to a point on the South boundary line of said Section 10; thence continuing S 1° 25' W 300 feet, thence S 89° 30' E 218 feet to a point on the North-South center line of said Section 15, thence N 1° 45' E 300 feet, more or less, along said North-South of said Section 15 to the point of beginning.

Together with all improvements situate thereon and all water, water rights, ditches and ditch rights thereunto belonging.

Said tract contains 2.0 acres, more or less.

LESS a tract of land containing 0.5 acres, more or less, conveyed by Warranty Deed dated October 2, 1995, from Robert Graves, William L. Graves and Laurie L. Graves, Grantors, to the Board of County Commissioners, Sheridan County, Wyoming, Grantee.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

DATED this 5 day of December, 1996.

Robert E. Lee Graves
Robert E. Lee Graves

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing Quitclaim Deed was acknowledged before me this 5 day of December, 1996, by Robert E. Lee Graves.

H.E. CONSULT, Notary Public
County of Sheridan State of Wyoming
My Commission Expires April 6, 1997

Witness my hand and official seal.

Notary Public

My commission expires: 9/6/97

RECORDED DECEMBER 6, 1996 BK 383 PG 333 NO 243419 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

Robert E. Lee Graves, a single man, of 1230 Val Vista, Sheridan, Wyoming 82801, and **William Lee Graves, a married man dealing in his sole and separate property**, of 4590 Big Horn Avenue, Sheridan, Wyoming 82801, Grantors, for and in consideration of Ten Dollars ($10.00) in hand paid, receipt of which is hereby acknowledged, convey and quitclaim to **William Lee Graves and Laurie L. Graves, husband and wife, as tenants by the entirety**, Grantees, of 4590 Big Horn Avenue, Sheridan, Wyoming 82801, all interest in the following described real estate situate in the County of Sheridan, State of Wyoming:

A tract of land situated in the SE¼SW¼ of Section 10 and the NE¼NW¼ of Section 15, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the south quarter corner of said Section 10; thence N28°53'05"W, 115.29 feet to the POINT OF BEGINNING of said tract, said point lying on the west right of way line of Girls School Road (AKA Big Horn Avenue, County Road No. 115); thence along said west right of way line through a curve to the right, having a radius of 9793.29 feet, a central angle of 01°01'10", an arc length of 174.26 feet, a chord bearing of S00°18'37"E, and a chord length of 174.26 feet to a point; thence S89°55'58"W, 515.71 feet to a point; thence N00°04'02"W, 189.71 feet to a point, said point lying on the south line of a tract of land described in Book 340 of Deeds, Page 231; thence S88°20'54"E, 515.21 feet along said south line to the POINT OF BEGINNING of said tract.

Said tract contains 2.15 acres of land more or less.
Basis of Bearings is Wyoming State Plane (East Central Zone).

Together with all improvements situate thereon and all water, water rights, ditches and ditch rights thereunto belonging.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

DATED this 5 day of December, 1996.

Robert E. Lee Graves
Robert E. Lee Graves

William Lee Graves
William Lee Graves

334

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing Quitclaim Deed was acknowledged before me this 5 day of December, 1996, by Robert E. Lee Graves.

WITNESS my hand and official seal.

H.E. CORBETT - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires April 6, 1997

Notary Public

My commission expires: 4/6/97

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing Quitclaim Deed was acknowledged before me this 5 day of December, 1996, by William Lee Graves.

WITNESS my hand and official seal.

H.E. CORBETT - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires April 6, 1997

Notary Public

My commission expires: 4/6/97

RECORDED DECEMBER 6, 1996 BK 383 PG 335 NO 243499 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

HAZEL L. RICHARDS, A. LOUISE KNIEVEL, JACK L. LIVINGSTON, EDWARD A. LIVINGSTON, AMIL E. LIVINGSTON and LORAINE H. LIVINGSTON, married persons dealing in their sole and separate property, being the Officers, Directors and Shareholders of LKR Corporation, a revoked Wyoming corporation, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **LARRY WARREN and JUNE WARREN, husband and wife as tenants by the entirety,** whose address is 102 Scott Drive, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 2 of the Coffeen Plaza Subdivision to the City of Sheridan.

A subdivision in Sheridan County, Wyoming, as recorded in Drawer C of Plats, Number 47.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 19th day of February, 1996.

Hazel L. Richards

A. Louise Knievel

Jack L. Livingston

Edward A. Livingston

Amil E. Livingston

Loraine H. Livingston

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Hazel L. Richards, A. Louise Knievel, Jack L. Livingston, Edward A. Livingston, Amil E. Livingston and Loraine H. Livingston this 19th day of February, 1996.

Witness my hand and official seal.

Shirley A. Kuderman
Notary Public

My Commission Expires Feb 16, 2000

RECORDED DECEMBER 6, 1996 BK 383 PG 337 NO 243500 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

HAZEL L. RICHARDS, A. LOUISE KNIEVEL, JACK L. LIVINGSTON, EDWARD A. LIVINGSTON, AMIL E. LIVINGSTON and LORAINE H. LIVINGSTON, married persons dealing in their sole and separate property, being the Officers, Directors and Shareholders of LKR Corporation, a revoked Wyoming corporation, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **LARRY WARREN and JUNE WARREN, husband and wife as tenants by the entirety**, whose address is 102 Scott Drive, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 3 of the Coffeen Plaza Subdivision to the City of Sheridan.

A subdivision in Sheridan County, Wyoming, as recorded in Drawer C of Plats, Number 47.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 19th day of February, 1996.

Hazel L. Richards

A. Louise Knievel

Jack L. Livingston

Edward A. Livingston

Amil E. Livingston

Loraine H. Livingston

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Hazel L. Richards, A. Louise Knievel, Jack L. Livingston, Edward A. Livingston, Amil E. Livingston and Loraine H. Livingston this 19th day of February, 1996.

Witness my hand and official seal.

Shirley A. Kademan
Notary Public

My Commission Expires Feb. 16, 2000

RECORDED DECEMBER 6, 1996 BK 383 PG 339 NO 243501 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

HAZEL L. RICHARDS, A. LOUISE KNIEVEL, JACK L. LIVINGSTON, EDWARD A. LIVINGSTON, AMIL E. LIVINGSTON and LORAINE H. LIVINGSTON, married persons dealing in their sole and separate property, being the Officers, Directors and Shareholders of LKR Corporation, a revoked Wyoming corporation, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **LARRY WARREN and JUNE WARREN, husband and wife as tenants by the entirety,** whose address is 102 Scott Drive, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 4 of the Coffeen Plaza Subdivision to the City of Sheridan.

A subdivision in Sheridan County, Wyoming, as recorded in Drawer C of Plats, Number 47.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 19th day of February, 1996.

Hazel L. Richards

A. Louise Knievel

Jack L. Livingston

Edward A. Livingston

Amil E. Livingston

Loraine H. Livingston

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Hazel L. Richards, A. Louise Knievel, Jack L. Livingston, Edward A. Livingston, Amil E. Livingston and Loraine H. Livingston this 19th day of February, 1996.

Witness my hand and official seal.

Shirley A. Kackman
Notary Public

My Commission Expires Feb 16, 2000

RECORDED DECEMBER 6, 1996 BK 383 PG 341 NO 243502 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

HAZEL L. RICHARDS, A. LOUISE KNIEVEL, JACK L. LIVINGSTON, EDWARD A. LIVINGSTON, AMIL E. LIVINGSTON and LORAINE H. LIVINGSTON, married persons dealing in their sole and separate property, being the Officers, Directors and Shareholders of LKR Corporation, a revoked Wyoming corporation, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **LARRY WARREN and JUNE WARREN, husband and wife as tenants by the entirety**, whose address is 102 Scott Drive, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 5 of the Coffeen Plaza Subdivision to the City of Sheridan.

A subdivision in Sheridan County, Wyoming, as recorded in Drawer C of Plats, Number 47.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 19th day of February, 1996.

Hazel L. Richards

A. Louise Knievel

Jack L. Livingston

Edward A. Livingston

Amil E. Livingston

Loraine H. Livingston

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Hazel L. Richards, A. Louise Knievel, Jack L. Livingston, Edward A. Livingston, Amil E. Livingston and Loraine H. Livingston this 19th day of February, 1996.

Witness my hand and official seal.

Shirley A. Kadrmas
Notary Public

My Commission Expires Feb. 16, 2000

RECORDED DECEMBER 6, 1996 BK 383 PG 343 NO 243503 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

HAZEL L. RICHARDS, A. LOUISE KNIEVEL, JACK L. LIVINGSTON, EDWARD A. LIVINGSTON, AMIL E. LIVINGSTON and LORAINE H. LIVINGSTON, married persons dealing in their sole and separate property, being the Officers, Directors and Shareholders of LKR Corporation, a revoked Wyoming corporation, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **LARRY WARREN and JUNE WARREN, husband and wife as tenants by the entirety**, whose address is 102 Scott Drive, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 6 of the Coffeen Plaza Subdivision to the City of Sheridan.

A subdivision in Sheridan County, Wyoming, as recorded in Drawer C of Plats, Number 47.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 19th day of February, 1996.

Hazel L. Richards

A. Louise Knievel

Jack L. Livingston

Edward A. Livingston

Amil E. Livingston

Loraine H. Livingston

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Hazel L. Richards, A. Louise Knievel, Jack L. Livingston, Edward A. Livingston, Amil E. Livingston and Loraine H. Livingston this 19th day of February, 1996.

Witness my hand and official seal.

Shirley A. Kademan
Notary Public

My Commission Expires Feb 16, 2000

Order No.
Escrow No.
Loan No.
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
FRANK A. CHANTRY
c/o Robert L. Vedell
Attorney at Law
541 E. Chapman Ave., Suite A
Orange, CA 92867

"THIS INSTRUMENT FILED FOR RECORD BY WILCOX TITLE AGENCY INC. AS AN ACCOMMODATION ONLY, IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE."

RECORDED DECEMBER 6, 1996 BK 383 PG 345 NO 243518 RONALD L. DAILEY, COUNTY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ NONE
TO TRANSFER MANNER TITLE IS HELD-GRANTOR AND GRANTEE REMAIN THE SAME
..... Computed on the consideration or value of property conveyed, OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Frank A. Chantry
Signature of Declarant or Agent determining tax — Firm Name
FRANK A. CHANTRY

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FRANK A. CHANTRY, as Surviving Trustee of the Frank A. Chantry and Ruth B. Chantry 1983 Trust, U.D.T. June 6, 1983,

do(es) hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

Frank A. Chantry, Trustee of the Frank A. Chantry and Ruth B. Chantry 1983 Trust -- Survivor's Trust, created June 6, 1983,

the real property in the City of
County of Sheridan, State of Wyoming, ~~State of California~~, described as

Lot 11 of Hodgson North Piney Subdivision No. 2, being a Subdivision of a portion of the SE 1/4 NE 1/4 of Section 11 Township 53 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, together with all improvements situate thereon.

SUBJECT TO: Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record.

Dated October 31, 1996

FRANK A. CHANTRY AND RUTH B. CHANTRY
1983 TRUST

By Frank A. Chantry
FRANK A. CHANTRY, Surviving Trustee

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On October 31, 1996 before me,
Kristina M. Vedell,
personally appeared Frank A. Chantry,

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 Kristina M. Vedell

Kristina M. Vedell
Comm. #1002464
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
Comm Expires Dec 7 1997

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:
Frank A. Chantry, Trustee
Chantry Trust -- Survivior's Trust
2825 Colorado Lane
Orange, CA 92867

345 ORIGINAL

1085 (1/94)

Order No.
Escrow No.
Loan No.

346

"THIS INSTRUMENT FILED FOR RECORD BY WILCOX TITLE AGENCY INC. AS AN ACCOMMODATION ONLY, IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE."

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
FRANK A. CHANTRY
c/o Robert L. Vedell
Attorney at Law
541 E. Chapman Avenue, Suite A
Orange, CA 92866

RECORDED DECEMBER 6, 1996 BK 383 PG 346 NO 243519 RONALD L. DAILEY, COUNTY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ NONE
CHANGE MANNER TITLE IS HELD-GRANTOR AND GRANTEE REMAIN THE SAME
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Frank A. Chantry
Signature of Declarant or Agent determining tax — Firm Name
FRANK A. CHANTRY

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FRANK A. CHANTRY, as Surviving Trustee of the Frank A. Chantry and Ruth B. Chantry 1983 Trust, U.D.T. June 6, 1983,

do(es) hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

Frank A. Chantry, Trustee of the Frank A. Chantry and Ruth B. Chantry 1983 Trust -- Family (Exemption) Trust, created June 6, 1983,

the real property in the City of
County of Sheridan, State of Wyoming, ~~State of California~~, described as

Lot 8 and Lot 9, Hodgson North Piney Subdivision No. 2, being a subdivision of a portion of the SE¼ NE¼ of Section 11, Township 53 North, Range 84 West of the Sixth Principal Meridian, together with all improvements situate thereon.

SUBJECT TO: Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record.

FRANK A. CHANTRY AND RUTH B. CHANTRY
1983 TRUST

Dated October 31, 1996

By Frank A. Chantry
FRANK A. CHANTRY, Surviving Trustee

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On October 31, 1996 before me,
Kristina M. Vedell,
personally appeared FRANK A. CHANTRY,

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 Kristina M. Vedell

Kristina M. Vedell
Comm. #1002464
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
Comm Expires Dec 7 1997

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:
FRANK A. CHANTRY, Trustee
Chantry Trust -- Family (Exemption) Trust
2825 Colorado Lane
Orange, CA 92867

ORIGINAL

1085 (1/94)

RECORDED DECEMBER 6, 1996 BK 383 PG 347 NO 243534 RONALD L. DAILEY, COUNTY CLERK

NOTICE OF AGREEMENT FOR WARRANTY DEED

On November 15, 1996, **LAUREL G. CHAPMAN**, a single woman, (herein referred to as "Seller"), entered into an Agreement for Warranty Deed with **BRANDING IRON CAFE, INC.**, (herein referred to as "Buyer"). Under the terms of the Agreement the Seller agreed to convey, and Buyer agreed to purchase the following real property which is located in Sheridan County, Wyoming, to-wit:

The West 110 feet of Lot 6, Block 1, Henry Croghan's Addition to the Town of Dayton, Sheridan County, Wyoming.

ALSO, a tract of land located in the $SW^1/_4NE^1/_4$ of Section 32, Township 57 North, Range 86 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the Southwest corner of Lot 6, Block 1, Henry Croghan's Addition; thence South along the Easterly line of Main Street a distance of 35 feet; thence East on a line parallel to the South Line of Lot 6, a distance of 110 feet; thence North 35 feet to a point on said Southerly line of Lot 6, thence West along the South line of said Lot 6, 110 feet to the point of beginning.

TOGETHER WITH all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

The Agreement states that the Seller is to deliver possession of the property to the Buyer on or before December 2, 1996.

The Agreement contains a default clause which allows the Sellers to terminate the Agreement if the Buyer default.

The Agreement is, by its terms, not assignable by either party without the express written consent of the other first had and obtained.

Dated this 2nd day of December, 1996.

SELLER

Laurel G. Chapman
Laurel G. Chapman

BUYER
Branding Iron Cafe, Inc.

By: Judith A. Shumaker, Pres
Judith A. Shumaker, President

Attest:
Carolyn B. Houseman,
Corporate Secretary

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Notice of Agreement for Warranty Deed was signed before me this 2 day of December, 1996, by Luarel G. Chapman.

WITNESS my hand and official seal.

Deborah A. Wood
Notary public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Notice of Agreement for Warranty Deed was signed before me this 2 day of December, 1996, by Judith A. Shumaker and Carolyn B. Houseman, the President and Secretary respectively of Branding Iron Cafe, Inc.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

RECORDED DECEMBER 6, 1996 BK 383 PG 349 NO 243538 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

BARBARA F. HUFFORD, a single person, of Sheridan County, Wyoming, (hereinafter referred to as Grantor, whether one or more), for valuable consideration, **CONVEYS AND QUITCLAIMS** to **BARBARA F. HUFFORD, as Trustee, and to her successors in trust, of The Barbara F. Hufford Revocable Trust, dated December 5, 1996,** whose address is 720 West Burkitt, Sheridan, Wyoming 82801 (Grantee), all right, title and interest in the following-described real estate situate in Sheridan County, Wyoming:

> Lot 1, except the West 40 feet thereof, of Block 13, Western Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and appertaining thereto.
>
> Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Grantor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

The Grantee holds this property as trustee of The Barbara F. Hufford Revocable Trust, dated December 5, 1996. The Settlor of the trust is Barbara F. Hufford, who has an unrestricted power to amend or revoke the terms of said trust.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 5th day of December, 1996.

Barbara F. Hufford

STATE OF WYOMING)
: ss. **ACKNOWLEDGMENT**
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 5th day of December, 1996, by **Barbara F. Hufford.**

Witness my hand and official seal.

JOHN F. ARAAS - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires October 19, 2000

John F. Araas
Notary Public

My commis[illegible]

RECORDED DECEMBER 6, 1996 BK 383 PG 350 NO 243552 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten or More Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **URMSON SLONIGER** and **HELEN SLONIGER**, husband and wife, of Sheridan County, Wyoming, as Grantors, hereby release, convey and forever quitclaim to **BETTY DURKEE**, 801 Reed, Lakewood, Colorado 80215, a single woman, as Grantee, and her successors and assigns, forever, all such right, title, interest, property, possession, claim and demand as Grantors have or ought to have in or to all of the following described real property situated in Sheridan County, Wyoming:

Lots 5, 6, and 7, in Block 23 of Palmer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements and appurtenances located thereon.

Subject to all restrictions, reservations, easements, covenants, and rights-of-way of record.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 6th day of December, 1996.

Urmson Sloniger
URMSON SLONIGER

Helen K. Sloniger
HELEN SLONIGER

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **Urmson Sloniger and Helen Sloniger**, this 6th day of December, 1996.

WITNESS my hand and official seal.

CAROLYN A. BYRD - NOTARY PUBLIC
County of Sheridan
State of Wyoming

Carolyn A. Byrd
Notary Public

My Commission expires: July 25, 1999

RECORDED DECEMBER 6, 1996 BK 383 PG 351 NO 243553 RONALD L. DAILEY, COUNTY CLERK

TRUSTEE'S DEED

URMSON SLONIGER TRUSTEE UNDER ANNA M. BOSWELL (SLONIGER) AGREEMENT OF TRUST DATED DECEMBER 9, 1980, Grantor, of Sheridan, Wyoming, for and in consideration of Ten and More Dollars and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS to **BETTY DURKEE**, Grantee, whose address is 801 Reed, Lakewood, Colorado 80215 the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 8, 9, 10, 11, 12, 13, 14 and 15, Block 23, Palmer's Addition to the Town, now City of Sheridan. Said lots are situated in the Southwest Quarter Northwest Quarter of Section Twenty-six, Township Fifty-six North, Range Eighty-four West of the Sixth Principal Meridian.

Subject to all easements, restrictions, covenants and reservations of record.

WITNESS my hand this 6th day of December, 1996.

Urmson Sloniger

URMSON SLONIGER TRUSTEE UNDER ANNA M. BOSWELL (SLONIGER) AGREEMENT OF TRUST DATED DECEMBER 9, 1980

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **URMSON SLONIGER TRUSTEE UNDER ANNA M. BOSWELL (SLONIGER) AGREEMENT OF TRUST DATED DECEMBER 9, 1980** this 6th day of DECEMBER, 1996.

WITNESS my hand and official seal.

CAROLYN A. BYRD NOTARY PUBLIC
County of Sheridan State of Wyoming

Carolyn A. Byrd
Notary Public

My Commission expires: July 25, 1999

RECORDED DECEMBER 6, 1996 BK 383 PG 352 NO 243555 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **TOD M. OLSON, a single person,** Grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantors, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives does remise, release, convey and forever quitclaim unto **JOHN T. HANNON and MARILYN JOHNSON HANNON, husband and wife, as tenants by the entirety,** Grantees, whose address is P.O. Box 572, Story, WY 82842, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantor has or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

See attached Exhibit "A"

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantees and Grantees' heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 2nd day of December, 1996.

Tod M. Olson

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Tod M. Olson, this 2nd day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: Oct 4, 2000.

EXHIBIT "A"

A tract of land situated in the NE¼SE¼ of Section 12, Township 53 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears N 32°40'34" W a distance of 2277.28 feet from the Southeast corner of said Section 12; thence S 85°32'40" E for a distance of 8.06 feet; thence N 0°18'47" E for a distance of 280.54 feet to the center of North Piney Creek; thence along the center of North Piney Creek on a bearing of N 60°53'10" W for a distance of 7.00 feet; thence leaving the center of said Creek on a bearing of S 0°41'50" W for a distance of 283.34 feet to the point of beginning.

KeyBank
Key Bank of Wyoming
Sheridan Branch
2 North Main Street
Sheridan, WY 82801
307-674-4411 (Lender)

354

SBP

ASSIGNMENT OF RENTS AND LEASES

RECORDED DECEMBER 6, 1996 BK 383 PG 354 NO 243563 RONALD L. DAILEY, COUNTY CLERK

MORTGAGOR	BORROWER
T.R. Shelby Emily F. Shelby	T.R. Shelby Emily F. Shelby
ADDRESS 23 Timm Place Sheridan, WY 82801	ADDRESS 23 Timm Place Sheridan, WY 82801
TELEPHONE NO. 307-674-4521 IDENTIFICATION NO. 409-66-6669	TELEPHONE NO. 307-674-4521 IDENTIFICATION NO. 409-66-6669

OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
SXE	VARIABLE	$250,000.00	11/15/96	11/15/99	22106	101211

1. ASSIGNMENT. In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), which is secured by a Mortgage, Mortgagor, identified above, absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the real property described in Schedule A (the "Premises") (including extensions, renewals and subleases), all agreements for use and occupancy of the Premises (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Premises including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Premises, all proceeds payable as a result of a lessee's exercise of an option to purchase the Premises all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Premises (all of the above are hereafter collectively referred to as the "Rents"). This Assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Mortgage.

2. COVENANTS OF MORTGAGOR. Mortgagor covenants and agrees that Mortgagor will:

a. Observe and perform all the obligations imposed upon the landlord under the Leases.
b. Refrain from discounting any future Rents or executing any future assignment of the Leases or collect any Rents in advance without the written consent of Lender.
c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of Rent payments.
d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.
e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.
f. Comply with all applicable federal, state and local laws and regulations concerning the Premises, including but not limited to all environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

3. REPRESENTATIONS OF MORTGAGOR. Mortgagor represents and warrants to Lender that:

a. The tenants under the Leases are current in all Rent payments and are not in default under the terms of any of the Leases.
b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Mortgagor or any assignee of Mortgagor.
c. No Rents or security deposits under any of the Leases have previously been assigned by Mortgagor to any party other than Lender.
d. Mortgagor has not accepted, and will not accept, Rent in excess of one month in advance under any of the Leases.
e. Mortgagor has the power and authority to execute this Assignment.
f. Mortgagor has not performed any act or executed any instrument which might prevent Lender from collecting Rents and taking any other action under this Assignment.

4. MORTGAGOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Mortgagor securing the Note, this Assignment or any other present or future obligation of Borrower or Mortgagor to Lender **(whether incurred for the same or different purposes)** ("Obligations"), Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution.

5. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Premises and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Premises and the management and operation of the Premises. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents, received, and any unpaid amounts shall be added to the principal of the Note. These amounts, together with other costs, shall become part of the indebtedness secured by the Mortgage and for which this Assignment is given.

6. APPOINTMENT OF RECEIVER. In the event of a default, Lender shall be entitled, without notice, without bond, and without regard to the adequacy of the collateral securing the Obligations to the appointment of a receiver for the Premises. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Lender under the Mortgage and this Assignment.

7. POWER OF ATTORNEY. Mortgagor irrevocably authorizes Lender as Mortgagor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the Premises to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the Premises as Lender may deem proper. The receipt by Lender of any Rents under this Assignment after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

8. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Mortgagor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including any costs and expenses to the extent permitted by applicable law, shall be secured by the Mortgage and for which this Assignment was given. Mortgagor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Mortgagor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS. A written demand by Lender to the tenants under the Leases for the payment of Rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of Rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Mortgagor. Mortgagor hereby releases the tenants from any liability for any Rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation Mortgagor and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage. This Assignment the Mortgage and shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be conjunction with the Mortgage.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's obligations or Lender's rights under this Assignmen contained in a writing signed by Lender. Lender may perform any of Mortgagor's obligations or delay or fail to exercise any of its rights without c waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's obligations und Assignment shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to Mortgagor or third party or any of its rights against any Mortgagor, third party or collateral.

12. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Assignment shall be in writing and sent to the parties at the addresses indicated in this Assignment or such other address as the parties may designate in writing from time to time.

13. SEVERABILITY. If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

14. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants) which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Agreement or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions whether or not any attorney is an employee of Lender.

15. MISCELLANEOUS.

a. A default by Mortgagor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.

b. A violation by Mortgagor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.

c. This Assignment shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

d. This Assignment shall be governed by the laws of the state indicated in the address of the Premises. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction of any court selected by Lender in its sole discretion located in the state indicated in Lender's address in the event of any legal proceeding under this Assignment.

e. This Assignment is executed for business purposes. All references to Mortgagor in this Assignment shall include all persons signing below. If there is more than one Mortgagor, their obligations shall be joint and several. This Assignment represents the complete and integrated understanding between Mortgagor and Lender pertaining to the terms hereof.

16. JURY TRIAL WAIVER. GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.

17. ADDITIONAL TERMS.

MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.

Dated: NOVEMBER 15, 1996

MORTGAGOR: T.R. Shelby
T.R. Shelby

MORTGAGOR: Emily F. Shelby
Emily F. Shelby

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

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STATE OF WYOMING) 356
) ss:
COUNTY OF Wyoming)

16 day of November 1996, before me personally appeared

T.R. Shelby and Emily F. Shelby

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Given under my hand and seal this 16 day of November 1996.

Notary Public

My Commission Expires:

Scott R. Estep
Notary Public
Sheridan County, WY
My Commission Expires
February 10, 2000

STATE OF WYOMING)
) ss:
COUNTY OF _____)

On this _____ day of _____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he/she/they are the _____, respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

Given under my hand and notarial seal this _____ day of _____.

Notary Public

My Commission Expires:

SCHEDULE A

The street address of the Premises (if applicable) is: 1814 Kroe Lane
Sheridan, WY 82801

The legal description of the Premises is:

More specifically described in the attached exhibit "A", which by this reference is incorporated herein.
Also known and numbered as: 1814 Kroe Lane, Sheridan, Wyoming 82801.

THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO LENDER

EXHIBIT "A"

A portion of:
Tract Two (2), Anderson Minor Subdivision, Sheridan County, Wyoming, located in the NW¼ of the SW¼ of Section 25, T. 56N, R. 84W of the 6th P.M., being more particularly described as follows:

Commencing at the NE corner of said Anderson Minor Subdivision, also accepted as being the West Center 1/16 of said Section 25, per L. S. 567; thence S45°19'36"W, a distance of 42.86 feet to a point on the south right-of-way KROE Lane; thence along said south right-of-way and parallel to the north line of said subdivision S89°44'50"W, a distance of 427.48 feet to the true point of beginning of this survey; thence parallel to the east line of said subdivision, S0°54'22"W, a distance of 407.60 feet to a point; thence S89°44'50"W, a distance of 60.01 feet to a point, thence S0°54'22"W, a distance of 361.52 feet to a point; thence S89°44'51"W, a distance of 801.99 feet to a point on the west boundary of said subdivision, thence along said west line, N0°10'31"W, a distance of 349.60 feet to a point; thence N89°17'03"E, a distance of 415.47 feet to a point; thence N0°08'24"W, a distance of 220.19 feet to a point; thence N89°44'54"E, a distance of 200.00 feet to a point; thence N0°08'24"W, a distance of 187.01 feet to a point on the south right-of-way of KROE Lane; thence along said south right of way and parallel to the north line of said subdivision, N89°44'50"E, a distance of 260.81 feet to the true point of beginning of this survey.

Said tract contains 10.0 acres more or less.

357.

RECORDED DECEMBER 9, 1996 BK 383 PG 358 NO 243633 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DENNIS J. WISENBAKER, a married man dealing in his sole and separate property, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **SCOTT N. BATEMAN and ALICIA ALEX BATEMAN, husband and wife, as tenants by the entirety,** whose address is 1745 Meadowlark Lane, Sheridan, Wy 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 3, Block 20 of the Sheridan Land Company's First Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 6th day of December, 1996.

Dennis J. Wisenbaker

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Dennis J. Wisenbaker this 6th day of December, 1996.

Witness my hand and official seal.

HELEN M. BANKE - NOTARY PUBLIC
County of Sheridan State of Wyoming

Notary Public

My commission expires: 9-18-98

RECORDED DECEMBER 10, 1996 BK 383 PG 359 NO 243673 RONALD L. DAILEY, COUNTY CLERK

ASSIGNMENT OF CERTIFICATE OF SALE

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the undersigned hereby sells, assigns, conveys and transfers to Donald G. Wilcox and Judy A. Wilcox, a married couple, that certain Certificate of Sale dated December 2, 1996 and recorded Decembre 3, 1996, in Book 383, Page 301, No. 243195, records of the County Clerk, Sheridan County, Wyoming for the following described real property:

Lots 8 and 9, Block 3 of Sheridan Gardens Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

And by the foregoing, transferring and conveying all interest therein.

Dated this 9th day of December, 1996.

AVCO Financial Services of Cheyenne, Inc.

By: Deanna M Wilson
Deanna M. Wilson
Senior Manager

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Deanna M. Wilson as the Senior Manager of AVCO Financial Services of Cheyenne, Inc., this 9th day of December, 1996

Witness my hand and official seal.

Karen Lyttle
Notary Public

My Commission Expires: 7-18-98.

359

360

RECORDED DECEMBER 10, 1996 BK 383 PG 360 NO 243685 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 — 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of October, 1996, by and between Elizabeth Kirkpatrick and Key Trust Company of the West, Trustees of the Elizabeth Kirkpatrick Trust dated 12-13-74 whose post office address is PO Box 9000, Sheridan, WY 82801, hereinafter called Lessor (whether one or more) and Hanson & Strahn Energy Land Services, Inc. whose post office address is PO Box 3020, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more---------- DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming, described as follows, to-wit:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 27: $SW\frac{1}{4}SW\frac{1}{4}$
Section 28: $SE\frac{1}{4}SE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and and containing 240.00 acres, more or less. Five (5)

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Attest:

By: N/A

Seal: N/A

Key Trust Company of the West, as Trustee

By: Jonathan Mallorie

Elizabeth Kirkpatrick

Elizabeth Kirkpatrick, as Trustee

TAX ID# 83-6017626

Printed by P&M Printing (303) 423-4691

STATE OF WYOMING
COUNTY OF Sheridan } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of 12th, 19 96, personally appeared Elizabeth Kirkpatrick, Trustee of the Elizabeth Kirkpatrick Trust dated December 13, 1974

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

DRU E. SCHMITT - NOTARY PUBLIC
County of Sheridan — State of Wyoming
My Commission Expires Sept. 21, 1997

My Commission Expires 9-21-97

Dru E. Schmitt
Notary Public.

Address: 208 Sherman Ave, Sheridan, WY

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF WYOMING
COUNTY OF Sheridan } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 12th day of November, A.D. 1996, before me personally appeared Jonathan Malutich Trustee, to me personally known, who, being by me duly sworn, did say that he is the Vice President + Trust Officer of Key Trust Company of the West and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jonathan Malutich acknowledged said instrument to be free act and deed of said corporation.

Witness my hand on this 12th day of November, A.D. 1996.

DRU E. SCHMITT - NOTARY PUBLIC
County of Sheridan — State of Wyoming
My Commission Expires Sept. 21, 1997

(SEAL)

My Commission expires

Dru E. Schmitt
Notary Public.

Address: 208 Sherman Ave, Sheridan, WY

361

OIL AND GAS LEASE

No.

FROM

TO

Dated , 19

No. Acres

County,

Term

This instrument was filed for record on the

day of 12/10/96, 19 , at 9/30am o'clock M., and duly recorded in 360-361 Volume 383 Page 360 of the records of this office.

County Clerk.

By Deputy.

When recorded return to 8.00ck 6102 ak

242895

hanson & Strahn
Box 3020
Cheyenne Wy 82003-3020

362

RECORDED DECEMBER 10, 1996 BK 383 PG 362 NO 243686 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 -- 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of October, 1996, by and between

Jeff Ketcham, a single man

Whose post office address is 1272 County Road #135, Cheyenne, WY 82009, hereinafter called Lessor (whether one or more) and

Hanson & Strahn Energy Land Services, Inc., whose post office address is PO Box 3200, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming, described as follows, to-wit:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 21: $N\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and and containing 240.00 acres, more or less. (Five (5)

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Jeff Ketcham

Jeff Ketcham WY 102228-699

SS# 520-56-9649

Printed by P&M Printing (303) 423-4691

STATE OF WYOMING } ss.
COUNTY OF LARAMIE }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 19 96, personally appeared Jeff Ketcham, a single man

and _____, to me known to be the identical person he, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly 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 affixed my notarial seal the day and year last above written.

My Commission Expires August 17, 1999

Betty K. Bechtholdt
Notary Public.

Address: 1515 Dell Range Cheyenne WY 82009

Betty K. Bechtholdt
Notary Public
Laramie County, WY
My Commission Expires
August 17, 1999

STATE OF _____ } ss.
COUNTY OF _____ }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

Address: _____

STATE OF _____ } ss.
COUNTY OF _____ }

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

Notary Public.

(SEAL)

Address: _____

My Commission expires _____

363

OIL AND GAS LEASE

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____ County _____

Term _____

This instrument was filed for record on the _____ day of 12/10/96, 19____, at 9/30a o'clock ____M., and duly recorded in 362-363 Volume 383 Page 362 of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

8.00ck 6102 ak

242695

Hanson & Strahn
Box 3020
Cheyenne Wy 82003-3020

RECORDED DECEMBER 10, 1996 BK 383 PG 364 NO 243687 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 – 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of October, 19 96, by and between Clair Robinson & Stella Barker, Co-Trustees of the Harry and Thelma Surrena Memorial Fund,

Whose post office address is P.O. Box 27, Buffalo, WY 82834, hereinafter called Lessor (whether one or more) and Hanson & Strahn Energy Land Services, Inc. whose post office address is PO Box 3020, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more---------- DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming described as follows, to-wit:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 27: $NW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$
Section 28: $E\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$
Section 33: $W\frac{1}{2}NE\frac{1}{4}$

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and and containing 480.00 acres, more or less. Five (5)

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor ~~hereby warrants and agrees to defend the title to the lands herein described, and~~ agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Clair Robinson

Clair Robinson, Trustee

Tax ID# 23-7435554

Stella Barker

Stella Barker, Trustee

State of Wyoming
County of Sheridan

On November 7th, 1996, Clair Robinson & Stella Barker personally appeared before me,

____ who is personally known to me
____ whose identity I proved on the basis of _____
__✓__ whose identity I proved on the oath/affirmation of
John Pradere CPA, a credible witness
to be the signer of the above document, and he/she acknowledged that he/she signed it.*

Natalie Teabout
Notary Public

My Commission Expires: 8/8/98

_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this_____day of_____, A.D. 19____, before me personally appeared_____, to me personally known, who, being by me duly sworn, did say that he is the_____of_____ _____and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this_____day of_____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires_____

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OIL AND GAS LEASE
No._____
FROM
TO
Dated_____, 19____
No. Acres_____ County_____
Term_____

This instrument was filed for record on the _____ day of 12/10/96, 19____, at 9/30am o'clock ____M., and duly recorded in 364-365 Volume 383 Page 364 of the records of this office.

County Clerk.

By_____ Deputy.

When recorded return to
Hanson & Strahn
box 3020
Cheyenne Wy 82003-3020

8.00cag ak
6102

21637

RECORDED DECEMBER 10, 1996 BK 383 PG 366 NO 243688 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 — 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 2nd day of November, 19 96, by and between

Homer E. Voogd, a single man

Whose post office address is 3707 U.S. Highway #87, Sheridan, WY 82801, hereinafter called Lessor (whether one or more) and Hanson & Strahn Energy Land Services, Inc. whose post office address is PO Box 3020, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof,

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and and containing 78.51 acres, more or less. Five (5)

1. It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor. HBV

9. Lessee shall pay for damages caused by Lessee's operations ~~to growing crops~~ on said land, including damges to growing crops.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Homer Edwin Voogd
Homer E. Voogd

SS#

Printed by P&M Printing (303) 423-4691

STATE OF WYOMING }
COUNTY OF Sheridan } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 19 96, personally appeared Homer E. Voogd, a single man, aka Homer Edwin Voogd, a single man and _____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly 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 affixed my notarial seal the day and year last above written.

My Commission Expires: GINNY WIESEN — County of Sheridan — My Commission Expires: — Notary Public — State of Wyoming — Aug. 28, 2000

Ginny Wiesen
Notary Public.

Address: Sheridan, WY 82801

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires _____

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No. _____ FROM _____ TO _____ Dated _____, 19____ No. Acres _____ County, _____ Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated November 2, 1996, by and between Homer E. Voogd, a single man, as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering the following described lands located in Sheridan County, Wyoming:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.

Section 29: A 75.91 acre tract of land located in the S/2NE/4 and the E/2NW/4 of said section 29, as more particularly described in Book 53, page 35 of the Sheridan County Clerk & Recorder's office.

Section 29: A 2.60 acre tract of land located in the E/2NW/4 of said section 29, as more particularly described in book 104, page 17, of the Sheridan County Clerk & Recorder's office.

Containing 78.51 acres, more or less.

Signed for purposes of identification:

Homer E. Voogd

_____

_____

_____

RECORDED DECEMBER 10, 1996 BK 383 PG 369 NO 243689 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 — 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24th day of October, 19 96, by and between

Sue Harris and Floyd E. Harris, her husband

Whose post office address is 834 Delphi, Sheridan, WY 82801, hereinafter called Lessor (whether one or more) and

Hanson & Strahn Energy Land Services, Inc. whose post office address is PO Box 3020, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming, described as follows, to-wit:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 21: $N\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and and containing 240.00 acres, more or less. Five (5)

1. It is agreed that this lease shall remain in force for a term of ~~10~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby ~~warrants and agrees to defend the title to the lands herein described, and~~ agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Sue J. Harris
Sue Harris
SS#520-30-7972

Floyd E. Harris
Floyd E. Harris
SS# 520 10 8775

369

Printed by P&M Printing (303) 423-4691

STATE OF Wyoming }
COUNTY OF Sheridan } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28TH day of October, 19 96, personally appeared Sue Harris and Floyd E. Harris, her husband and _____, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires GINNY WIESEN — County of Sheridan — Notary Public — State of Wyoming — My Commission Expires Aug. 28, 2000

Ginny Wiesen
Notary Public.

Address: SHERIDAN, WY

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19_____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19_____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19_____.

_____
Notary Public.

(SEAL)

Address: _____

My Commission expires _____

OIL AND GAS LEASE

No. _____

FROM

TO

Dated _____, 19

No. Acres _____

Term _____

This instrument was filed for record on the _____ day of 12/10/96, 19_____, at 9/30a o'clock _____ M., and duly recorded in Volume 383 Page 369 369-370 of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

24289

8.00ck 6102 ak

Hanson & Strahn
Box 3020
Cheyenne Wy 82003-3020

RECORDED DECEMBER 10, 1996 BK 383 PG 371 NO 243690 RONALD L. DAILEY, COUNTY CLERK

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS, the undersigned, as lessor, did under the date of October 24, 1996 make and execute unto Hanson & Strahn Energy Land Services, Inc., as lessee, a certain oil and gas lease, covering lands owned by George F. Harper and Mary L. Harper, Trustees of the Mary L. Harper Revocable Trust, dated August 27, 1993, situated in Sheridan County, Wyoming, and described in said lease as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

AND WHEREAS, said description is incomplete and indefinate, and the lands intended to be covered by said lease are more accurately described as follows, to wit:

See Exhibit "B" attached hereto and made a part hereof.

in said County and State:

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respects to the identity of the land intended to be covered hereby, they do hereby declare that it was and is their intention to lease for oil and gas purposes the identical tract of land last above described; and the same as so amended, and grant, lease, let and demise unto the lessee the identical tract of land last above described upon the same terms and conditions of said oil and gas lease as amended hereby.

Dated this 21st day of November, 1996.

George F. Harper, Trustee

Mary L. Harper, Trustee

State of Wyoming)
) ss
County of Sheridan)

BEFORE ME, the undersigned, a Notary Public, in and for said County and state, on this _____ day of November A.D., 1996 personally appeared George F. Harper, Trustee of the Mary L. Harper Revocable Trust dated August 27, 1993 to me known to the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he_____ duly 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 affixed my notarial seal the day and year last above written.

My Commission expires:
6-28-99

Brenda Torrens
Notary Public

SEAL: Brenda Torrens Notary Public Sheridan County, WY My Commission Expires June 28, 1999

Address: 2 North Main
Sheridan, Wy

State of Colorado)
) ss
County of Denver)

BEFORE ME, the undersigned, a Notary Public, in and for said County and state, on this 25th day of November A.D., 1996 personally appeared Mary L. Harper, Trustee of the Mary L. Harper Revocable Trust dated August 27, 1993 to me known to the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she_____ duly executed the same as her_____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:
January 7, 2000

C. Alter, Atty
Notary Public

SEAL:

Address: 3915 S. Bostow St
Denver, CO 80237

EXHIBIT "A"

Attached to and made a part of that certain Correction of Description in Lease dated November 21st, 1996, by and between George F. Harper and Mary L. Harper, as Trustees of the Mary L. Harper Revocable Trust, dated August 27, 1993, as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering the following described lands located in Sheridan County, Wyoming:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 32: S/2SE/4, except a 6.03 acre tract of land described as follows: Beginning at a point 278 feet West of the NE corner of said SE/4SE/4, thence West 465 feet, thence South 565 feet, thence East 465 feet, and thence North 565 feet to the point of beginning.
Section 33: SW/4SW/4

TOWNSHIP 53 NORTH, RANGE 83 WEST, 6th P. M.
All that part of Lot 1 (37.72), Lot 2 (37.94), S/2NE/4 of Section 5 and Lot 4 (37.62), aka NW/4NW/4, SW/4NW/4, and NW/4SW/4 of Section 4 described in book 361, page 69, of the Sheridan County Clerk's office, as more particularly described as follows:

Beginning at the SE corner of the NW/4SW/4 of said section 4, thence North to the NE corner of NW/4NW/4 of said section 5, thence West to the NW corner of said lot 2 of said section 5, thence South along the West line of said Lot 2 and the SW/4NE/4 of said Section 5 to a point 64.02 feet South of the NW corner of said SW/4NE/4, thence Easterly 3342.24 feet to a point in the SW/4NW/4 of said Section 4, which point is 40.92 feet West of the center of the State Highway, thence South 7 degrees 08 minutes East 2189.88 feet to a point, thence South 12 degrees 47 minutes West 448.80 feet to a point on the South line of the NW/4SW/4 of said Section 4, thence East 413.82 feet to the point of beginning; except the following two tracts of land located in the NW/4NW/4 of said section 4:

1. Beginning at the NW Corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet to the point of beginning, thence South 37 degrees East 131 feet, thence North 34 degrees 25 minutes East 133 feet, thence North 49 degrees 45 minutes West 125 feet, and thence South 35 degrees 20 minutes West 105 feet to the point of beginning, containing 34/100 acres, more or less.

2. Beginning at the NW corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet, thence South 37 degrees east 213 feet to the point of beginning, thence South 37 degrees East 536 feet, thence North 00 degrees 20 minutes East 893 feet, thence South 34 degrees 25 minutes West 563 feet to the point of beginning, containing 3.32 acres, more or less.

Containing 257.59 acres, more or less.

Signed for purposes of identification:

George F. Harper, Trustee

Mary L. Harper, Trustee

EXHIBIT "B"

Attached to and made a part of that certain Correction of Description in Lease dated November 21st, 1996, by and between George F. Harper and Mary L. Harper, as Trustees of the Mary L. Harper Revocable Trust, dated August 27, 1993, as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering the following described lands located in Sheridan County, Wyoming:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 32: S/2SE/4, except a 6.03 acre tract of land described as follows: Beginning at a point 278 feet West of the NE corner of said SE/4SE/4, thence West 465 feet, thence South 565 feet, thence East 465 feet, and thence North 565 feet to the point of beginning.
Section 33: SW/4SW/4

TOWNSHIP 53 NORTH, RANGE 83 WEST, 6th P. M.
All that part of Lot 1 (37.72), Lot 2 (37.94), S/2NE/4 of Section 5 and Lot 4 (37.62), aka NW/4NW/4, SW/4NW/4, and NW/4SW/4 of Section 4 described in book 361, page 29, of the Sheridan County Clerk's office, as more particularly described as follows:

Beginning at the SE corner of the NW/4SW/4 of said section 4, thence North to the NE corner of NW/4NW/4 of said section 4, thence West to the NW corner of said lot 2 of said section 5, thence South along the West line of said Lot 2 and the SW/4NE/4 of said Section 5 to a point 64.02 feet South of the NW corner of said SW/4NE/4, thence Easterly 3342.24 feet to a point in the SW/4NW/4 of said Section 4, which point is 40.92 feet West of the center of the State Highway, thence South 7 degrees 08 minutes East 2189.88 feet to a point, thence South 12 degrees 47 minutes West 448.80 feet to a point on the South line of the NW/4SW/4 of said Section 4, thence East 413.82 feet to the point of beginning; except the following two tracts of land located in the NW/4NW/4 of said section 4:

1. Beginning at the NW Corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet to the point of beginning, thence South 37 degrees East 131 feet, thence North 34 degrees 25 minutes East 133 feet, thence North 49 degrees 45 minutes West 125 feet, and thence South 35 degrees 20 minutes West 105 feet to the point of beginning, containing 34/100 acres, more or less.

2. Beginning at the NW corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet, thence South 37 degrees east 213 feet to the point of beginning, thence South 37 degrees East 536 feet, thence North 00 degrees 20 minutes East 893 feet, thence South 34 degrees 25 minutes West 563 feet to the point of beginning, containing 3.32 acres, more or less.

Containing 257.59 acres, more or less.

Signed for purposes of identification:

George F. Harper

George F. Harper, Trustee

Mary L. Harper

Mary L. Harper, Trustee

RECORDED DECEMBER 10, 1996 BK 383 PG 375 NO 243691 RONALD L. DAILEY, COUNTY CLERK

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS, the undersigned, as lessor, did under the date of October 24, 1996 make and execute unto Hanson & Strahn Energy Land Services, Inc., as lessee, a certain oil and gas lease, covering lands owned by George F. Harper and Mary L. Harper, Trustees of the George F. Harper Revocable Trust, dated August 27, 1993, situated in Sheridan County, Wyoming, and described in said lease as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

AND WHEREAS, said description is incomplete and indefinate, and the lands intended to be covered by said lease are more accurately described as follows, to wit:

See Exhibit "B" attached hereto and made a part hereof.

in said County and State:

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respects to the identity of the land intended to be covered hereby, they do hereby declare that it was and is their intention to lease for oil and gas purposes the identical tract of land last above described; and the same as so amended, and grant, lease, let and demise unto the lessee the identical tract of land last above described upon the same terms and conditions of said oil and gas lease as amended hereby.

Dated this 21st day of November, 1996.

George F. Harper, Trustee

Mary L. Harper, Trustee

State of Wyoming)
) ss
County of Sheridan)

BEFORE ME, the undersigned, a Notary Public, in and for said County and state, on this _____ day of November A.D., 1996 personally appeared George F. Harper, Trustee of the George F. Harper Revocable Trust dated August 27, 1993 to me known to the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly 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 affixed my notarial seal the day and year last above written.

My Commission expires:

6-28-99

Brenda Torrens
Notary Public

SEAL: Brenda Torrens Notary Public Sheridan County, WY My Commission Expires June 28, 1999

Address: 2 North Main
Sheridan, Wy

State of _____)
) ss
County of _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and state, on this _____ day of November A.D., 1996 personally appeared Mary L. Harper, Trustee of the George F. Harper Revocable Trust dated August 27, 1993 to me known to the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires:

January 2, 2000

Notary Public

SEAL:

Address: 3915 S. Boston St
Denver, Co 80237

EXHIBIT "A"

Attached to and made a part of that certain Correction of Description in Lease dated November 21st, 1996, by and between George F. Harper and Mary L. Harper, as Trustees of the George F. Harper Revocable Trust, dated August 27, 1993, as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering the following described lands located in Sheridan County, Wyoming:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 32: S/2SE/4, except a 6.03 acre tract of land described as follows: Beginning at a point 278 feet West of the NE corner of said SE/4SE/4, thence West 465 feet, thence South 565 feet, thence East 465 feet, and thence North 565 feet to the point of beginning.
Section 33: SW/4SW/4

TOWNSHIP 53 NORTH, RANGE 83 WEST, 6th P. M.
All that part of Lot 1 (37.72), Lot 2 (37.94), S/2NE/4 of Section 5 and Lot 4 (37.62), aka NW/4NW/4, SW/4NW/4, and NW/4SW/4 of Section 4 described in book 361, page 69, of the Sheridan County Clerk's office, as more particularly described as follows:

Beginning at the SE corner of the NW/4SW/4 of said section 4, thence North to the NE corner of NW/4NW/4 of said section 5, thence West to the NW corner of said lot 2 of said section 5, thence South along the West line of said Lot 2 and the SW/4NE/4 of said Section 5 to a point 64.02 feet South of the NW corner of said SW/4NE/4, thence Easterly 3342.24 feet to a point in the SW/4NW/4 of said Section 4, which point is 40.92 feet West of the center of the State Highway, thence South 7 degrees 08 minutes East 2189.88 feet to a point, thence South 12 degrees 47 minutes West 448.80 feet to a point on the South line of the NW/4SW/4 of said Section 4, thence East 413.82 feet to the point of beginning; except the following two tracts of land located in the NW/4NW/4 of said section 4:

1. Beginning at the NW Corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet to the point of beginning, thence South 37 degrees East 131 feet, thence North 34 degrees 25 minutes East 133 feet, thence North 49 degrees 45 minutes West 125 feet, and thence South 35 degrees 20 minutes West 105 feet to the point of beginning, containing 34/100 acres, more or less.

2. Beginning at the NW corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet, thence South 37 degrees east 213 feet to the point of beginning, thence South 37 degrees East 536 feet, thence North 00 degrees 20 minutes East 893 feet, thence South 34 degrees 25 minutes West 563 feet to the point of beginning, containing 3.32 acres, more or less.

Containing 257.59 acres, more or less.

Signed for purposes of identification:

George F. Harper, Trustee

Mary L. Harper, Trustee

EXHIBIT "B"

Attached to and made a part of that certain Correction of Description in Lease dated November 21st, 1996, by and between George F. Harper and Mary L. Harper, as Trustees of the George F. Harper Revocable Trust, dated August 27, 1993, as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering the following described lands located in Sheridan County, Wyoming:

TOWNSHIP 54 NORTH, RANGE 83 WEST, 6th P. M.
Section 32: S/2SE/4, except a 6.03 acre tract of land described as follows: Beginning at a point 278 feet West of the NE corner of said SE/4SE/4, thence West 465 feet, thence South 565 feet, thence East 465 feet, and thence North 565 feet to the point of beginning.
Section 33: SW/4SW/4

TOWNSHIP 53 NORTH, RANGE 83 WEST, 6th P. M.
All that part of Lot 1 (37.72), Lot 2 (37.94), S/2NE/4 of Section 5 and Lot 4 (37.62), aka NW/4NW/4, SW/4NW/4, and NW/4SW/4 of Section 4 described in book 361, page 29, of the Sheridan County Clerk's office, as more particularly described as follows:

Beginning at the SE corner of the NW/4SW/4 of said section 4, thence North to the NE corner of NW/4NW/4 of said section 4, thence West to the NW corner of said lot 2 of said section 5, thence South along the West line of said Lot 2 and the SW/4NE/4 of said Section 5 to a point 64.02 feet South of the NW corner of said SW/4NE/4, thence Easterly 3342.24 feet to a point in the SW/4NW/4 of said Section 4, which point is 40.92 feet West of the center of the State Highway, thence South 7 degrees 08 minutes East 2189.88 feet to a point, thence South 12 degrees 47 minutes West 448.80 feet to a point on the South line of the NW/4SW/4 of said Section 4, thence East 413.82 feet to the point of beginning; except the following two tracts of land located in the NW/4NW/4 of said section 4:

1. Beginning at the NW Corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet to the point of beginning, thence South 37 degrees East 131 feet, thence North 34 degrees 25 minutes East 133 feet, thence North 49 degrees 45 minutes West 125 feet, and thence South 35 degrees 20 minutes West 105 feet to the point of beginning, containing 34/100 acres, more or less.

2. Beginning at the NW corner of said Section 4, thence South 59 degrees 20 minutes East 1004 feet, thence South 37 degrees east 213 feet to the point of beginning, thence South 37 degrees East 536 feet, thence North 00 degrees 20 minutes East 893 feet, thence South 34 degrees 25 minutes West 563 feet to the point of beginning, containing 3.32 acres, more or less.

Containing 257.59 acres, more or less.

Signed for purposes of identification:

George F. Harper

George F. Harper, Trustee

Mary L Harper

Mary L. Harper, Trustee

RECORDED DECEMBER 10, 1996 BK 383 PG 379 NO 243719 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

PATRICK J. KOPCZYNSKI and AMY M. KOPCZYNSKI, husband and wife, formerly Amy M. Hayes, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **EUGENE G. SHIMA, a single person**, whose address is 1370 Dana, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 3, Block 17, Dana Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 2nd day of December, 1996.

Patrick J. Kopczynski
Patrick J. Kopczynski

Amy M Kopczynski
Amy M. Kopczynski

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Patrick J. Kopczynski and Amy M. Kopczynski, this 2nd day of December, 1996.

Witness my hand and official seal.

DEBRA K. COLLIER
NOTARY PUBLIC
GENERAL
COMMISSION
EXPIRES
JAN. 18, 2000
SHERIDAN COUNTY, WYOMING

Debra K Collier
Notary Public

My Commission Expires 1-18-2000

380

RECORDED DECEMBER 10, 1996 BK 383 PG 380 NO 243728 RONALD L. DAILEY, COUNTY CLERK

Recording requested by:

And when recorded mail this deed and, unless otherwise shown below, mail tax statements to

ROLAND G. COSTER, MYRA J. COSTER
1434 DANA AVENUE
SHERIDAN, WY 82801

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUIT CLAIM

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $ 00

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ROLAND G. COSTER

Hereby Remise, Release, Quit claim to:

ROLAND G. COSTER and MYRA J. COSTER, HUSBAND AND WIFE

the real property in the CITY OF SHERIDAN , COUNTY OF SHERIDAN , STATE OF WYOMING
which is legally described as:

LOTS 3 AND 4, BLOCK 2, DANA ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

and which is commonly known as: 1434 DANA AVENUE, SHERIDAN, WY 82801

Roland G Coster
ROLAND G. COSTER

STATE OF WYOMING

COUNTY OF SHERIDAN

On 29th Nov, 1996 before me, Fern D. Leach the undersigned Notary Public, ROLAND G. COSTER 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(is), 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 Fern D. Leach

Commission expires 10-3-99

Recording requested by:

And when recorded mail to:

RECORDED DECEMBER 10, 1996 BK 383 PG 381 NO 243729 RONALD L. DAILEY, COUNTY CLERK

TAR PREFERRED MORTGAGE CORPORATION
23722 Birtcher Drive
Lake Forest, CA 92630

Loan Number: 21404105

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REQUEST FOR SPECIAL NOTICE

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust Recorded 8/19/94 as instrument No. , in Book _____, Page ____, Official Records of SHERIDAN County, WYOMING as affecting herein described property, executed by ROLAND G. COSTER, A SINGLE PERSON as Trustor in which WALLICK AND VOLK, INC. is named as Beneficiary, and as Trustee, be mailed to TAR PREFERRED MORTGAGE CORPORATION, 23722 BIRTCHER DRIVE, LAKE FOREST, CA 92630 describing land therein as:
LOTS 3 AND 4, BLOCK 2, DANA ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.
A.P.N. 6810

Dated: November 26, 1996

T.A.R. PREFERRED MORTGAGE CORPORATION
a California Corporation

By: _____
TERESA SMITH
Authorized Signer

STATE OF CALIFORNIA)
COUNTY OF ORANGE)Ss.

On 11/26/96 before me, the undersigned Notary Public, personally appeared TERESA SMITH 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 _____
BETH OWENS

JO ANN NIFFENEGGER
Commission #1015766
Notary Public — California
San Bernardino County
My Comm. Expires Jan 30,1998

RECORDED DECEMBER 10, 1996 BK 383 PG 382 NO 243741 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

LOWELL T. MAUDE and BEVERLEE J. MAUDE, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **BRIAN J. PHILLIPS and BRANDI C. PHILLIPS, husband and wife, as tenants by the entirety,** whose address is 1345 Holloway, Sheridan, WY 82801 the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 18, Block 14, Dana Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 6th day of December, 1996.

Lowell T. Maude
Lowell T. Maude

Beverlee J. Maude
Beverlee J. Maude

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Lowell T. Maude and Beverlee J. Maude this 6th day of December, 1996.

Witness my hand and official seal.

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 22, 2000

Barbara J. Jones
Notary Public

My Commission Expires May 22, 2000

RECORDED DECEMBER 10, 1996 BK 383 PG 383 NO 243764 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
COUNTY OF Sheridan)

Ethel May Watts, being first duly sworn, states as follows:

1. Affiant is the surviving spouse and the surviving tenant of a tenancy by the entireties with respect to the decedent hereinafter referred to; therefore, affiant has an interest in the real estate which is the subject matter of this Affidavit.

2. Affiant states that Paul G. Watts died at Sheridan, Wyoming on the 23rd day of October, 1996; the facts of said death more fully appear from the Certificate of Death, duly certified by the State Registrar of Vital Statistics, attached hereto as Exhibit "A" and by this reference incorporated herein.

3. During the marriage of said decedent Paul G. Watts, and Ethel May Watts spouse, Ethel May Watts, this affiant, said decedent and this affiant acquired as tenants by the entireties certain real property, by quitclaim deed, dated June 17, 1996, and recorded in the office of the County Clerk of Sheridan County, Wyoming on June 17, 1996, in Book 380 at Page 285 of the books and records in said office, which property is more particularly described as follows:

> Lot 31 and the West 10 feet of Lot 30, Block 23, Palmer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with the North 14 feet of that portion of Brundage Street, vacated, lying immediately South of and adjacent to said lands, together with all improvements situate thereon.

4. This affidavit is filed for the purpose of establishing the fact of the death of the said Paul G. Watts, who was the owner

with the decedent's aforesaid surviving spouse of an estate by the entireties in the above described property, and to make an official record of the termination of the interests of said decedent in and to said property, pursuant to the provision of W.S. 2-9-102.

Ethel May Watts.
Ethel May Watts

STATE OF WYOMING)
) ss.
County of Sheridan)

Subscribed and sworn to before me by the aforesaid Ethel May Watts, this 10th day of December, 1996.

Mark T. Murphy
Notary Public

My Commission Expires: October 1, 2000

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 157 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT'S NAME: FIRST / MIDDLE / LAST	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
PAUL / GLENN / WATTS	MALE	OCTOBER 23, 1996

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.)
504-01-8840	76			MAY 03,1920

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
SHERIDAN VA MEDICAL CENTER	SHERIDAN	SHERIDAN

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	ETHEL MAY WILLIAMS

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

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SHERIDAN	SHERIDAN	339 E BRUNDAGE

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)
YES	No X Yes [ ] (Specify)	WHITE	Elementary/Secondary (0-12): 8 — College (1-4 or 5+):

PARENTS

17. FATHER'S NAME: First / Middle / Last	18. MOTHER'S NAME: First / Middle / Maiden Surname
BERT / CARL / WATTS	STELLA / JOSEPHINE / SMITH

INFORMANT

19a. INFORMANT - NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
VA MEDICAL RECORDS	NONE

19c. MAILING ADDRESS: STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
MEDICAL CENTER 1898 FORT ROAD	SHERIDAN	WYOMING	82801

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
BURIED	10-26-96	SHERIDAN MUNICIPAL CEMETERY	SHERIDAN, WYOMING

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
[signature]	306	CHAMPION FUNERAL HOME	1	244S.BROOKS;SHERIDAN,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] BRET BARNEY MD

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)

To be Completed by CORONER Only

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH	23b. DATE SIGNED (Mo., Day, Yr.)	23c. HOUR OF DEATH
OCTOBER 24, 1996	06:20 A M		M

22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)	23d. PRONOUNCED DEAD (Mo., Day, Yr.)	23e. PRONOUNCED DEAD (Hour)
		M

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER)(Type or Print)
BRET BARNEY, M.D., SHERIDAN VA MEDICAL CENTER, SHERIDAN, WYOMING 82801

25a. REGISTRAR (Signature)	25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
[signature] DEPUTY	OCTOBER 25, 1996

CAUSE OF DEATH

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

		Approximate Interval Between Onset and Death
26. IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. CONGESTIVE HEART FAILURE	
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST	b. DUE TO (OR AS A CONSEQUENCE OF): CRONIC OBSTRUCTIVE PULMONARY DISEASE	
	c. DUE TO (OR AS A CONSEQUENCE OF): CRONIC RENAL INSUFFICIENCY	
	d. DUE TO (OR AS A CONSEQUENCE OF):	

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

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

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

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

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

OCT 29 1996

VR 2-89
2/91 15M

11662

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

DATE ISSUED: OCT 30 1996

385

Lucinda McCaffrey
Deputy State Registrar

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

SEAL

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RECORDED DECEMBER 10, 1996 BK 383 PG 386 NO 243767 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

WILLIAM MATT EISELE, a single person and KYLE F. EISELE and TRACY L. EISELE, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **GERALD F. KAUL and ROSE M. KAUL, as Trustees of the Gerald F. Kaul Trust Agreement dated July 12, 1991, for the benefit of Gerald F. Kaul and Rose M. Kaul, husband and wife, and other beneficiaries therein named,** whose address is 60 McCormick Road, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Exhibit "A"

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 10th day of December, 1996.

William M. Eisele
William Matt Eisele

Kyle F. Eisele
Kyle F. Eisele

Tracy L. Eisele
Tracy L. Eisele

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by William Matt Eisele, Kyle F. Eisele, and Tracy L. Eisele this 10th day of December, 1996.

Witness my hand and official seal.

CAROLYN A. BYRD - NOTARY PUBLIC
County of Sheridan State of Wyoming

Carolyn A. Byrd
Notary Public

My Commission Expires July 25, 1999

EXHIBIT "A"

A tract of land situated in the SW1/4 of Section 27, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract more particularly described as follows:

Beginning at a point on the easterly right of way line of State Secondary Highway 335, said point being N05°11'58"E, 1065.58 feet from the southwest corner of said Section 27; thence S89°31'44"E, 1012.90 feet to a point; thence due North, 230.69 feet to a point; thence N89°54'03"E, 996.10 feet to a point; thence N0°01'34"W, 293.05 feet to a point; thence S84°03'17"W, 396.63 feet to a point; thence N0°05'30"W, 225.06 feet to a point; thence N89°20'49"W, 271.60 feet to a point; thence N0°50'40"E, 40.00 feet to a point; thence N89°09'20"W, 865.58 feet to a point on said easterly right of way line of State Secondary Highway 335; thence S32°14'39"W, 894.98 feet to the point of beginning. Said tract contains 22.93 acres more or less. Subject to an easement for ingress and egress, said strip of land being 40 feet wide with the west line being on the easterly right of way line of State Secondary Highway No. 335 and the northerly line of said strip being described as follows: Beginning at a point, said point being N38°34'03"E, 2309.06 feet from the southwest corner of said Section 27; thence N89°09'20"W, 865.58 feet to a point on said easterly right of way line, said point being N17°31'23"E, 1906.62 feet from said southwest corner of Section 27.

And also subject to that easement dated February 22, 1985, recorded in Book 291 of Deeds, Page 585.

RECORDED DECEMBER 10, 1996 BK 383 PG 389 NO 243770 RONALD L. DAILEY, COUNTY CLERK

TRUSTEES' WARRANTY DEED

PATRICIA M. SCHROEDER, TRUSTEE OF THE DAVID WIEGEL TRUST UNDER AGREEMENT DATED JULY 19, 1995 (whose name was incorrectly spelled Patricia M. Shcroeder in that certain Quitclaim Deed to Trustee dated July 19, 1995, which was recorded in the office of the Sheridan County Clerk and Recorder on July 21, 1995, in Book 374 of Deeds at page 555, and who is herein referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to **LARRY ALAN DOUGLAS and VICTORIA LYNN DOUGLAS,** husband and wife, as tenants by the entireties, whose address is ~~705 East Works~~ 1810 E. Brundage Lane, Sheridan, WY 82801, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

The South 64 feet of Lots 13, 14 and 15 in Block 13, Palmer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming

TOGETHER WITH all improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER, to all easements, encumbrances, restrictions, regulations, and covenants record.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 10th day of December, 1996.

Patricia M. Schroeder, Trustee

Patricia M. Schroeder, Trustee of the
David Wiegel Trust Under Agreement
dated July 19, 1995

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 10th day of December, 1996, by Patricia M. Schroeder, Trustee of the David Wiegel Trust Under Agreement Dated July 19, 1995.

WITNESS my hand and official seal.

Marjorie L. Carter
Notary Public

My Commission expires: 9-7-98

MARJORIE L. CARTER- NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires 9-7-98

RECORDED DECEMBER 11, 1996 BK 383 PG 390 NO 243772 RONALD L. DAILEY, COUNTY CLERK

AGREEMENT GRANTING LIFE ESTATE IN REAL PROPERTY

This Agreement is made this 6 day of December, 1996, by and among **ROSS A. BILLINGSLEY, ANITA L. BILLINGSLEY, ROBERTA BILLINGSLEY** and **HENRY SCHOEN**, all of Sheridan County, State of Wyoming.

RECITALS

1. Anita L. Billingsley and Ross A. Billingsley are brother and sister and own as joint tenants with right of survivorship the fee simple interest in certain real property located near Parkman, Sheridan County, Wyoming, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "property"). They are referred to as "Grantors."

2. Henry Schoen is the husband of Anita L. Billingsley. He is referred to herein as "Grantee." Roberta Billingsley is the wife of Ross A. Billingsley.

3. The property is homestead ranch property which has been in the Billingsley family for many years. The parties desire that Anita L. Billingsley and Ross A. Billingsley maintain clear title to said property unencumbered by any claims of their spouses or others, except as created by this agreement.

4. Henry Schoen resides and ranches on the property with Anita L. Billingsley. Anita L. Billingsley desires to provide a life estate for her husband, Henry Schoen, should she predecease him.

5. Henry Schoen desires to waive all claim or interest he may have in the property by virtue of his marriage to Anita L. Billingsley or other heirship in return for a life estate therein which would arise at such time as Anita L. Billingsley predeceases Henry Schoen.

6. Roberta Billingsley desires to waive all interest she may have in the property to assure that the real property remains the separate property of Ross A. Billingsley and Anita L. Billingsley, and to acknowledge the grant of the life estate to Henry Schoen.

7. In order to promote and accomplish their respective interests, the parties desire to enter into this Agreement to create a life estate in favor of Henry Schoen.

AGREEMENT

IN CONSIDERATION of the mutual covenants and promises between Grantors and Grantee, the parties agree as follows:

1. **Acknowledgement of Ownership of Property**. The parties hereto acknowledge and agree that the property is owned as the sole and separate property of Anita L. Billingsley and Ross A. Billingsley. The property is not marital property and neither Henry Schoen nor Roberta Billingsley claim any interest therein by virtue of marriage to their respective spouses, or for any other reason.

2. **Grant of Life Estate**. For and in consideration of good and valuable consideration, including but not limited to, the irrevocable waiver and disclaimer by Grantee, coincident with this Agreement of all right, title and interest in and to the real property situated near Parkman, Sheridan County, Wyoming. Grantors grant to Grantee for the period of Grantee's natural life, the right to occupy the property, rent free, under the terms and conditions set forth in this Agreement.

3. **Term**. The life estate described herein shall have a term which commences at and upon the date of death of Grantor Anita L. Billingsley should she predecease Grantee. Said life estate interest shall not arise until the death of Anita L. Billingsley and this Agreement shall not in any way create an interest in Grantee which arises during the lifetime of Anita L. Billingsley and which might be claimed as marital property by Grantee.

4. **Taxes and Assessments**. All taxes, levies, and assessments against the premises shall be paid by the Grantee during the term of the life estate.

5. **Maintenance and Repairs**. Grantee shall assume and hold Grantors harmless from the cost of maintenance and repair of the interior of the structure. Grantee, at Grantee's own expense, will make all ordinary and normal repairs to the exterior of the residence and all improvements on the premises.

6. **Access To Premises**. Grantor Ross A. Billingsley shall have the right, at reasonable times and with reasonable notice to Grantee, to enter upon the property for the purposes of construction, reconstruction, and maintenance to the residence and other improvements, and of making such inspections as Grantor deems necessary or advisable.

7. **Death of Grantee**. On the death of Grantee, Grantee's interest in the property and all restrictions and covenants in this Agreement shall terminate, and Grantors shall have unrestricted title to, and the use of, the premises.

8. **Encumbrances**. Grantee shall not do any act to encumber the premises.

9. **Quiet Possession**. Grantee shall have quiet possession of the premises.

10. **Waiver and Disclaimer of Grantee's Interest**. In consideration of the life estate granted herein, Grantee Henry Schoen hereby irrevocably waives and disclaims all right, title and interest which he may have now, or acquire in the future, as to the subject property as a result of his marriage to Anita L. Billingsley, except for the life estate herein granted.

11. **Waiver and Disclaimer of Interest**. Roberta Billingsley hereby acknowledges the grant of life estate to Henry Schoen and waives and disclaims all right, title and interest in and to the real property which she may have now, or acquire in the future, as a result of her marriage to Ross A. Billingsley.

12. **Binding Effect**. This Agreement shall inure to and in all respects be binding on the successors and assigns of Grantors and the personal representatives of Grantee.

13. **Notice**. Any notice by either of the parties to the other party may be given, and shall be deemed to have been properly given, if either delivered personally, or sent by registered mail to the parties at their respective addresses:

Anita L. Billingsley
Henry Schoen
P. O. Box 96
Parkman, WY 82838

Ross A. Billingsley
Roberta Billingsley
P. O. Box 25
Dayton, WY 82836

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Ross A. Billingsley
ROSS A. BILLINGSLEY

H. Schoen
HENRY SCHOEN

Without Prejudice UCC 1-207

Anita L. Billingsley
ANITA L. BILLINGSLEY

Roberta Billingsley
ROBERTA BILLINGSLEY

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 1996, by **ROSS A. BILLINGSLEY.**

WITNESS my hand and official seal.

GLENN H. SHEELEY - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires April 4, 1998

Notary Public

My Commission expires: APRIL 4, 1998.

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 1996, by **ANITA L. BILLINGSLEY.**

WITNESS my hand and official seal.

GLENN H. SHEELEY - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires April 4, 1998

Notary Public

My Commission expires: APRIL 4, 1998.

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 1996, by **HENRY SCHOEN.**

WITNESS my hand and official seal.

GLENN H. SHEELEY - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires April 4, 1998

Notary Public

My Commission expires: APRIL 4, 1998.

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 1996, by **ROBERTA BILLINGSLEY**.

WITNESS my hand and official seal.

GLENN H. SHEELEY - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires April 4, 1998

Notary Public

My Commission expires: APRIL 4, 1998.

EXHIBIT "A"

The Northwest quarter of the Northeast quarter, the Southeast quarter of the Northwest quarter, the Southwest quarter of the Southwest quarter, the East half of the Southwest quarter, the Southwest quarter of the Southeast quarter, and all that part of the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter lying West and South of the Columbus Creek Road, all in Section 7; the Northeast quarter of Section 18; and all that part of the West half of the Northwest quarter of Section 17 lying South and West of the said Columbus Creek Road; all in Township 57 North, of Range 87 West of the Sixth Principal Meridian, all in Sheridan County, Wyoming.

RECORDED DECEMBER 11, 1996 BK 383 PG 396 NO 243773 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

ROBERTA BILLINGSLEY, a married person dealing in her sole and separate property, Grantor, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, conveys and quitclaims to **ANITA L. BILLINGSLEY**, a married person dealing in her sole and separate property, and **ROSS A. BILLINGSLEY**, a married person dealing in his sole and separate property, as joint tenants with right of survivorship, Grantees, whose address is P. O. Box 96, Parkman, WY 82838, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

The Northwest quarter of the Northeast quarter, the Southeast quarter of the Northwest quarter, the Southwest quarter of the Southwest quarter, the East half of the Southwest quarter, the Southwest quarter of the Southeast quarter, and all that part of the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter lying West and South of the Columbus Creek Road, all in Section 7; the Northeast quarter of Section 18; and all that part of the West half of the Northwest quarter of Section 17 lying South and West of the said Columbus Creek Road; all in Township 57 North, of Range 87 West of the Sixth Principal Meridian, all in Sheridan County, Wyoming.

TOGETHER with all improvements and appurtenances situate thereon, and together with any and all water and water rights and ditch and ditch rights or stock in ditch companies, if any there be.

SUBJECT to all easements, reservations, restrictions and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 6th day of December, 1996.

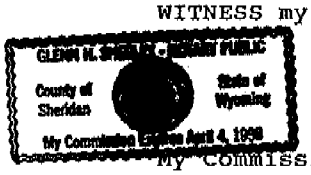
Roberta Billingsley

ROBERTA BILLINGSLEY

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 6 day of December, 1996, by **ROBERTA BILLINGSLEY.**

WITNESS my hand and official seal.



Notary Public

My Commission Expires: April 4, 1998.

RECORDED DECEMBER 11, 1996 BK 383 PG 398 NO 243774 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

HENRY SCHOEN, a married person dealing in his sole and separate property, Grantor, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, conveys and quitclaims to **ANITA L. BILLINGSLEY**, a married person dealing in her sole and separate property, and **ROSS A. BILLINGSLEY**, a married person dealing in his sole and separate property, as joint tenants with right of survivorship, Grantees, whose address is P. O. Box 96, Parkman, WY 82838, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

> The Northwest quarter of the Northeast quarter, the Southeast quarter of the Northwest quarter, the Southwest quarter of the Southwest quarter, the East half of the Southwest quarter, the Southwest quarter of the Southeast quarter, and all that part of the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter lying West and South of the Columbus Creek Road, all in Section 7; the Northeast quarter of Section 18; and all that part of the West half of the Northwest quarter of Section 17 lying South and West of the said Columbus Creek Road; all in Township 57 North, of Range 87 West of the Sixth Principal Meridian, all in Sheridan County, Wyoming.
>
> TOGETHER with all improvements and appurtenances situate thereon, and together with any and all water and water rights and ditch and ditch rights or stock in ditch companies, if any there be.
>
> SUBJECT to all easements, reservations, restrictions and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 6 day of December, 1996.

H. Schoen

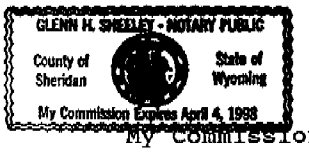
HENRY SCHOEN

Without Prejudice UCC 1-207

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 6 day of December, 1996, by **HENRY SCHOEN.**

WITNESS my hand and official seal.



Notary Public

My Commission Expires: April 4, 1998.

RECORDED DECEMBER 11, 1996 BK 383 PG 400 NO 243775 RONALD L. DAILEY COUNTY CLERK

QUITCLAIM DEED

KENNETH A. DECKER, a single person, Grantor, of Sheridan County, Wyoming in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, convey and quitclaim to **MARY K. DECKER**, a single person, Grantee, whose address is 11 Wild Rose Lane all his rights, title and interest in the following described real estate situate in Sheridan County, Wyoming:

The East 50 feet of Lot 2 in Block 5 of Thurmond's Second Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming excepting a tract of land in the Southwest Corner of said Lot 2, Block 5 of Thurmond's Second Addition, more particularly described as follows, to-wit: Beginning at a point 158 feet South and 10 feet East of the Northeast corner of Lot 1, in Block 5 of Thurmond's Second Addition; thence South along a line parallel to the East line of Lot 1, 13.85 feet to a point on the South line of Thurmond's Second Addition; thence in a Northeasterly direction along the South line of Thurmond's Second Addition, 36.1 feet to a point; thence West 33.2 feet to point of beginning. All being contained in Lot 2 of Block 5 of Thurmond's Second Addition.

Also a tract of land being in the Northeast corner of Lot 2, Block 2, of First Addition to Residence Hill, an Addition to the City of Sheridan, Wyoming, as the same is platted and recorded in the office of the County Clerk of Sheridan County, Wyoming, more particularly described as follows, to-wit: Beginning at the Northeast corner of Block 2, Lot 2 of said Addition; thence South along the East line of Lot 2, 7 feet to a point; thence West 16.8 feet to a point on the North line of said addition; thence in a Northeasterly direction along the North line of said Addition, 18.2 feet to point of beginning; all being contained in Lot 2, Block 2, First Addition to Residence Hill, an Addition to Sheridan, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging. Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

AND:

The North 74 feet of Lot 1 and the North 74 feet of the West 10 feet of Lot 2, Block 5, Thurmond's Second Addition to the City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging. Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

DATED this 26 day of September, 1996.

Kenneth A. Decker
KENNETH A. DECKER

STATE OF WYOMING)
) §
COUNTY OF SHERIDAN)

26 The foregoing instrument was acknowledged before me by Kenneth A. Decker on this day of September, 1996. Witness my hand and official seal.

Pamela L. Hagemann
Notary Public

My Commission expires: 6-7-98

RECORDED DECEMBER 11, 1996 BK 383 PG 401 NO 243818 RONALD L. DAILEY, COUNTY CLERK

IN THE DISTRICT COURT, FOURTH JUDICIAL DISTRICT
COUNTY OF SHERIDAN, STATE OF WYOMING

In Probate
Docket No. P96-11-124

* * * * * * * * * * * * * * * * * * * *

CERTIFIED COPY

IN THE MATTER OF THE ESTATE)
)
OF)
)
EVA B. SWINDELL,)
)
Deceased.)

No. ____
Filed in the Office of the Clerk of the District Court of Sheridan County, Wy.

DEC 10 1996

Clerk of Court
By ____ Deputy

DECREE ESTABLISHING THE RIGHT AND TITLE TO REAL PROPERTY AND MINERAL INTEREST

This matter came on for hearing before this Court upon the Application for Decree of Distribution filed herein by Roy Lee Williams, the named personal representative and the solely named distributee of the Estate of Eva B. Swindell, deceased, in accordance with Wyo. Stat. Sec. 2-1-205, as amended (1977). After having reviewed the file of record herein, including the Application, and after being duly and fully advised in the premises, the Court finds as follows:

1. Eva B. Swindell (hereinafter referred to as "decedent") died on the 18th day of August, 1996, in Sheridan County, Wyoming.

2. The value of the entire probate estate of the decedent, wherever located, less liens and encumbrances, does not exceed Seventy Thousand Dollars ($70,000.00).

3. Thirty (30) days have elapsed since the date of death of the decedent.

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

5. The decedent left a Last Will and Testament, dated October 28, 1992, at the law offices of Yonkee & Toner, Sheridan, Wyoming, in which the decedent made the following disposition after the payment of all her just debts expenses of last illness and funeral expenses:

In Article SECOND, the decedent gave, devised and bequeathed all of the rest, residue, and remainder of her estate, real, personal, and mixed, of whatsoever kind and character the same may be and wheresoever situate, of which she may die possessed, or to which she may be entitled, to her beloved son, Roy Lee Williams, so long as he did not predecease her.

The decedent died seized of an interest in certain real property and mineral interest, described below, which is the subject of the Application.

6. The decedent, at the time of her death, was the sole owner of all the right, title and interest in the following-described real property situate in Sheridan County, State of Wyoming:

Lot 6, Block 2, Park Subdivision of Lots 7, 8, 9, 10 and 11, Block 2, Alger Addition to the Town, now City of Sheridan, Wyoming, together with all improvements situate thereon.

7. The decedent, at the time of her death, was the sole owner of all the right, title and interest in the following-described minerals situate in Sheridan County, State of Wyoming:

An undivided one-sixth (1/6) interest in and to all oil, gas, coal, fissionable minerals and materials, and all other minerals, in and under, and that may be produced, from the following described lands situate in Sheridan County, Wyoming, to-wit:

Township 57 North, Range 85 West, 6th P.M.
Section 29: NE¼NW¼
Section 20: E½SW¼ and that part of the SE¼NW¼ which lies South of the Tongue River being more particularly described in that certain Warranty Deed dated June 9, 1960, recorded June 16, 1960, in Book 126, Page 197 of the Sheridan County Clerk's records.

Containing 140.00 gross and 23.333 net mineral acres, more or less.

8. Pursuant to the Last Will and Testament of the decedent, the above-described real property and mineral interest should be distributed in its entirety to Roy Lee Williams, as his sole and separate property absolutely.

9. There are no other distributees of the decedent having a right to succeed to the real property subject to the Application under probate proceedings.

10. Publication of the Notice of Application for Decree of Distribution has been duly made and given by The Sheridan Press, Sheridan, Wyoming, a daily newspaper (except Sunday)

of general circulation in Sheridan County, Wyoming, under the dates of November 12 and November 19, 1996, and the Affidavit of Publication of the publisher has been filed herein, all pursuant to Wyo. Stat. Sec. 2-1-205(c).

11. Filed with the Application is a sworn Appraisal Report made by Mark S. Sonderby, ARA, SRA, a Certified Appraiser of Independent Professional Appraisers, Inc., of Sheridan, Wyoming, a person having no legal interest in the estate, such Appraisal showing the value on the date of the decedent's death of the real property described above, which was all of the real property owned solely by the decedent in the State of Wyoming at the time of her death. Also filed with the Application is a sworn Report of Appraisement of Mineral Interest by Scott Edwards, a Mineral Landman, of WLR, Inc., Sheridan, Wyoming, a person having no legal interest in the estate, such Appraisal showing the value on the date of the decedent's death of the mineral interest described above, which was all of the mineral interest owned solely by the decedent in the State of Wyoming at the time of her death.

12. It appearing to the Court from a review of the file that no written objections were filed to the Application, no objectors have appeared to assert oral objections at the time of the hearing, and further that the facts stated in the Application are not in dispute and the claiming distributee is entitled to delivery of the real property and mineral interest as found above and to a Decree establishing the right and title to the above-described property, which Decree should set over such interest to the named distributee as found above in this Decree, the same as if probate had applied.

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED by the Court that the right and title to the following-described real property and mineral interest, to-wit:

A. Real Property:

Lot 6, Block 2, Park Subdivision of Lots 7, 8, 9, 10 and 11, Block 2, Alger Addition to the Town, now City of Sheridan, Wyoming, together with all improvements situate thereon.

B. Mineral Interest:

An undivided one-sixth (1/6) interest in and to all oil, gas, coal, fissionable minerals and materials, and all other minerals, in and under, and that may be produced, from the following described lands situate in Sheridan County, Wyoming, to-wit:

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Township 57 North, Range 85 West, 6th P.M.
Section 29: NE¼NW¼
Section 20: E½SW¼ and that part of the SE¼NW¼ which lies South of the Tongue River being more particularly described in that certain Warranty Deed dated June 9, 1960, recorded June 16, 1960, in Book 126, Page 197 of the Sheridan County Clerk's records.

Containing 140.00 gross and 23.333 net mineral acres, more or less.

be, and the same hereby is, established and confirmed in Roy Lee Williams, 3440 Wasco, Billings, Montana 59101, as his sole and separate property absolutely.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that a certified copy of this Decree shall be recorded in the Office of the Sheridan County Clerk, and thereafter said Decree and record thereof shall be presumptive evidence of title to the real property and mineral interest described above.

DONE IN OPEN COURT this 9 day of Dec., 1996.

ORIGINAL SIGNED BY JOHN C. BRACKLEY

DISTRICT JUDGE

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.
Dated this 10 day of Dec 19 96
DORIS KOBOLD Clerk
By Kim Dwyer Deputy

RECORDED DECEMBER 11, 1996 BK 383 PG 405 NO 243853 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

BRUCE P. BADLEY and BEVERLY A. BADLEY, husband and wife, Grantors, of Sheridan County, Wyoming in consideration of Love and Affection, convey and quitclaim to **GLENN D. BADLEY and REBECCA BADLEY**, husband and wife, as joint tenants with right of survivorship, an undivided 1/8th interest; **MELISSA C. BADLEY**, a single person, an undivided 1/8th interest; and **SCOTT A. BADLEY**, a single person, an undivided 1/8th interest, Grantees, whose address is P. O. Box 391, Big Horn, WY 82833, in the following described real estate situate in Sheridan County, Wyoming:

Lots 6, 13, 14, 15 and 16, Block 4 of West View Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon.

The Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

DATED this 11th day of December, 1996.

BRUCE P. BADLEY

BEVERLY A. BADLEY

STATE OF WYOMING)
) §
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Bruce P. Badley and Beverly A. Badley on this 11th day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission expires: 2/3/98

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RECORDED DECEMBER 11, 1996 BK 383 PG 406 NO 243855 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

RAIL ROAD LAND & CATTLE LIMITED LIABILITY COMPANY, a Wyoming Limited Liability Company, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **DAVID D. FRANK and JACQUELYN A. FRANK, Trustees of the Frank Family Trust, under that certain Declaration of Trust, dated January 9, 1989**, grantees, whose address is P.O. Box 939 RANCHESTER WY 82839, ~~Sheridan, Wyoming, 82801~~, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 1, Block 1, West Glacier Park Addition to the City of Sheridan, Sheridan County, Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 10 day of December, 1996.

RAIL ROAD LAND & CATTLE LIMITED LIABILITY COMPANY, a Wyoming Limited Liability Company

By: _____
DAVID A. SORENSEN, Manager

_____
MELVIN CONRAAD, Manager

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

On this 10 day of December, 1996, personally appeared before me, E. Marie Wright, a Notary Public within and for the aforesaid County and State, **DAVID A. SORENSEN and MELVIN CONRAAD**, being known to me to be the said **DAVID A. SORENSEN and MELVIN CONRAAD**, and after being duly sworn upon oath, did acknowledge that they were the Managers of **RAIL ROAD LAND & CATTLE LIMITED LIABILITY COMPANY, a Wyoming Limited Liability Company** that is described in the within instrument. They did further acknowledge that the within instrument was signed by themselves on behalf of said limited liability company, and that the same is the free act and deed of said limited liability company.

WITNESS my hand and official seal.

E. MARIE WRIGHT NOTARY PUBLIC STATE OF WYOMING

E. Marie Wright
NOTARY PUBLIC

My Commission Expires: 6-18-2000

RECORDED DECEMBER 11, 1996 BK 383 PG 407 NO 243864 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

FREDDY T. NELSON, SR., aka FRED T. NELSON, SR., a single man, formerly a married man, Grantor, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, conveys and quitclaims to **SUSAN A. NELSON, a single woman**, Grantee, whose address is 205 South Badger, Sheridan, Wyoming, 82801, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

The North half of Lots Five (5), Six (6), and Seven (7), Block Thirteen (13), Western Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

TOGETHER with all improvements and appurtenances situate thereon.

SUBJECT to all easements, reservations, restrictions and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 21 day of Nov., 1996.

FREDDY T. NELSON, SR., aka FRED T. NELSON, SR.

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 21st day of November, 1996, by Freddy T. Nelson, Sr., aka Fred T. Nelson, Sr.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

DARLENE L. REITER- NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Jan. 29, 1999

RECORDED DECEMBER 11, 1996 BK 383 PG 408 NO 243869 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

MILLIE SIMONS, a single person, Grantor, of Sheridan County, State of Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, **CONVEY AND WARRANT** to **EVERETT M. SMITH**, a single person, Grantee, whose address is 449 Highland Avenue, Sheridan, WY 82801, the following-described real estate, situate in Sheridan County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

The West 15 feet of Lot 4, and all of Lot 5, in Block 27, of Nielsen Heights Addition, according to the Amended Plat thereof, to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon.

WITNESS my hand this 5th day of December, 1996.

Millie Simons
MILLIE SIMONS

STATE OF WYOMING)
) §
COUNTY OF SHERIDAN)

5th The foregoing instrument was acknowledged before me by Millie Simons on this day of December, 1996.

Witness my hand and official seal.

Pamela L. Hagemann
Notary Public

NOTARY PUBLIC PAMELA L. HAGEMANN SHERIDAN COUNTY WYOMING

My Commission expires: 6-7-98

RECORDED DECEMBER 11, 1996 BK 383 PG 409 NO 243874 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

PHYLLIS A. LEGOSKI, a single person, of Sheridan County, Wyoming, **JO ANN LOUISE PROPHET,** a married person dealing in her sole and separate property, of Sacramento, California, and **JEANETTE FAY MAYER,** a married person dealing in her sole and separate property, of Carson City, Nevada (hereinafter referred to as Grantors, whether one or more), for valuable consideration, **CONVEY AND QUITCLAIM** to **PHYLLIS A. LEGOSKI, as Trustee, and to her successors in trust, of The Phyllis A. Legoski Revocable Trust, dated October 10, 1996,** whose address is 4918 Coffeen Avenue, Sheridan, Wyoming 82801 (Grantee), all right, title and interest in the following-described real estate situate in Sheridan County, Wyoming:

A tract of land situated in the SW1/4NW1/4 of Section 14, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the Northwest corner of said Section 14; thence S43°10'04"E, 1866.53 feet to the point of beginning of the herein described tract, said point lying on the West right of way line of Coffeen Avenue (a.k.a. US Highway 87), said point also being the Southeast corner of a tract of land described in Book 345 of Deeds, Page 1; thence S00°36'52"W, 81.42 feet along said West right of way line to a point; thence S89°57'20"W, 395.93 feet to a point; thence N00°00'51"W, 18.90 feet to a point; thence S89°57'20"W, 333.20 feet to a point, said point lying in the centerline of Little Goose Creek; thence N18°38'15"E, 62.85 feet along said centerline to a point, said point being the Southwest corner of said tract described in Book 345 of Deeds, Page 1; thence S89°58'36"E, 566.26 feet to a point; thence N88°41'26"E, 143.69 feet to the point of beginning.

Said tract contains 1.159 acres of land, more or less.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record, and subject to that certain mortgage between Phyllis A. Legoski, as mortgagor, and Key Bank of Wyoming, Sheridan, as lender, recorded with the Clerk of Sheridan County, Wyoming on May 27, 1994, in Book 322 of Mortgages, at Page 530.

Grantors release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

The Grantee holds this property as trustee of The Phyllis A. Legoski Revocable Trust, dated October 10, 1996. The Settlor of the trust is Phyllis A. Legoski, who has an unrestricted power to amend or revoke the terms of said trust.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 5th day of December, 1996.

Phyllis A. Legoski

Phyllis A. Legoski

Jo Ann Louise Prophet

Jo Ann Louise Prophet

Jeanette Fay Mayer

Jeanette Fay Mayer

STATE OF WYOMING)
: ss. **ACKNOWLEDGMENT**
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 10th day of October, 1996, by **Phyllis A. Legoski.**

WITNESS my hand and official seal.

John F. Arnold
Notary Public

My Commission expires: October 19, 2000

STATE OF CALIFORNIA)
: ss.
COUNTY OF Sacramento)

The foregoing instrument was acknowledged before me this 2nd day of December, 1996, by **Jo Ann Louise Prophet.**

WITNESS my hand and official seal.

Holly Brown
Notary Public

My Commission expires: June 9, 2000

HOLLY BROWN
Commission # 1100022
Notary Public — California
Sacramento County
My Comm. Expires Jun 9, 2000

STATE OF NEVADA)
: ss.
COUNTY OF Carson City)

The foregoing instrument was acknowledged before me this 5th day of December, 1996, by **Jeanette Fay Mayer.**

WITNESS my hand and official seal.

Frankie Lombardo, Jr.
Notary Public

My Commission expires: 7/20/98

FRANKIE LOMBARDO, JR.
NOTARY PUBLIC - NEVADA
Appt. Recorded in CARSON CITY
My Appt. Exp. July 20, 1998

RECORDED DECEMBER 12, 1996 BK 383 PG 411 NO 243916 RONALD L. DAILEY, COUNTY CLERK

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
WITHIN AND FOR THE COUNTY OF SHERIDAN, STATE OF WYOMING

SHIRLEY A. WEIDT, Plaintiff,	)	
vs.	)	Civil Action No. C306-8-95
WILLIAM C. GLESSNER, Defendant.	)	

COPY

WRIT OF EXECUTION

TO: Sheriff of Sheridan County, Wyoming

Whereas William C. Glessner has obtained judgment against Shirley A. Weidt, in the Fourth Judicial District Court of the State of Wyoming, on March 18, 1996, and by Order dated May 31, 1996, for the principle sum of $2,480.00 together with interest thereon at the statutory amount of 10% per annum and $200.00 for costs of this collection.

YOU ARE THEREFORE, HEREBY COMMANDED, that of the goods and chattels of the said Shirley A. Weidt not exempt by law from being seized on execution, you cause to be made the aforesaid sum of $2,480 and $200.00 costs, and accruing costs and make due return of this Writ according to law, in particular the real property as listed on the attached Exhibit A.

Witness, Doris Kobold, Clerk of said Court, and the Seal thereof, at Sheridan, WY this 11th day of December, 1996.

THE DISTRICT COURT SEAL OF WYOMING SHERIDAN COUNTY

DORIS KOBOLD
Clerk District Court

By Sue Dixon
Deputy

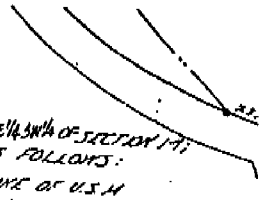
EXHIBIT A

Lot 1 of the Sunny Hills Subdivision, a subdivision in Sheridan County Wyoming, consisting of 40.76 acres according to the plat attached hereto as Exhibit "A".

Together with all the pertinent rights and improvements attached thereto or associated therewith;

SUBJECT TO all easements, restrictions, reservations and exceptions of record.

DESCRIPTION



A TRACT OF LAND LOCATED IN THE N½N½, SW¼NE¼, SE¼ AND NE¼SW¼ OF SECTION 14, T 56 N, R 85 W, 6TH P.M., SHERIDAN COUNTY, WYOMING, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S.H. 14, SAID POINT BEING LOCATED N 57° 25' 01" W, 458.65 FEET AND N 1° 32' 15" W, 27.33 FEET FROM AN ORIGINAL STONE AT THE SE CORNER OF SAID SECTION 14; THENCE ALONG SAID RIGHT-OF-WAY, N 57° 25' 01" W, 473.07 FEET TO A POINT; THENCE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 1869.9 FEET, ARC LENGTH OF 762.12 FEET, AND CHORD N 69° 30' 04" W, 757.37 FEET TO A POINT; THENCE N 57° 35' 01" W, 1483.50 FEET TO A POINT; THENCE THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 1372.4 FEET, ARC LENGTH OF 529.01 FEET, AND CHORD N 46° 30' 01" W, 1263.82 FEET TO A POINT; THENCE N 35° 30' 01" W, 1033.20 FEET TO A POINT; THENCE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 1869.9 FEET, ARC LENGTH OF 769.70 FEET, AND CHORD N 35° 42' 34" W, 764.20 FEET TO A POINT; THENCE N 47° 54' 06" W, 333.30 FEET TO A POINT; THENCE THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 1372.4 FEET, ARC LENGTH OF 774.83 FEET, AND CHORD N 31° 37' 34" W, 764.62 FEET TO A POINT; THENCE N 15° 43' 04" W, 466.08 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 14; THENCE ALONG SAID NORTHERLY LINE, S 88° 43' 15" E, 2440.30 FEET TO THE N¼ CORNER OF SAID SECTION 14; THENCE S 1° 31' 22" E, 1504.05 FEET TO THE SE CORNER OF THE NE¼NW¼ OF SAID SECTION 14; THENCE S 88° 31' 20" E, 338.08 FEET TO A POINT; THENCE S 4° 56' 20" E, 48.71 FEET TO A POINT; THENCE S 88° 31' 20" E, 338.08 FEET TO A POINT; THENCE S 32° 30' 57" E, 338.91 FEET TO A POINT; THENCE S 57° 55' 02" E, 823.93 FEET TO A POINT; THENCE S 4° 47' 39" E, 1135.96 FEET TO THE N¼S CORNER OF NW¼SE¼ OF SAID SECTION 14; THENCE N 20° 47' 35" E, 1504.49 FEET TO A POINT; THENCE S 47° 57' 39" E, 89.30 FEET TO A POINT; THENCE S 47° 04' 08" E, 144 FEET TO A POINT; THENCE S 29° 53' 20" W, 672.66 FEET THE POINT OF BEGINNING.

RECORDED DECEMBER 12, 1996 BK 383 PG 413 NO 243920 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JUDY K. SHELMAN, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **STEVE EUGENE REED and CAROL SUE REED, husband and wife, as tenants by the entirety,** whose address is 924 Bellevue, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 9, 10 and the North 25 feet of Lot 11 of the Amended Plat of the E1/2 of Block 9, Sheridan Land Company's First Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 11 day of December, 1996.

Judy K. Shelman

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Judy K. Shelman this 11th day of December, 1996.

Witness my hand and official seal.

CAROLYN A. BYRD - NOTARY PUBLIC
County of Sheridan
State of Wyoming

Carolyn A. Byrd
Notary Public

My Commission Expires July 25, 1999

RECORDED DECEMBER 12, 1996 BK 383 PG 414 NO 243939 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED 4/14

KNOW ALL MEN BY THESE PRESENTS, That Wieslawa A. Kuzara, a single person, Grantor, of the County of San Diego, State of California, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantors, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives does remise, release, convey and forever quitclaim unto Dennis L. Kuzara, a single person, Grantee, whose address is 10635 Escoba Drive, San Diego, CA 92124, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantors have or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Lot 3, Block 22 of Coffeen Addition to the town,
now City of Sheridan, Sheridan, County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred.

DATED this ~~Nov~~ 6 day of November, 1996.

HALEH ATTARINEJAD
Comm. # 1090564
NOTARY PUBLIC - CALIFORNIA
San Diego County
My Comm. Expires Mar. 15, 2000

Wieslawa A. Kuzara
Wieslawa A. Kuzara

STATE OF CALIFORNIA)
)ss
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me by Wieslawa A. Kuzara, this 6 day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: 3/15/2000

RECORDED DECEMBER 12, 1996 BK 383 PG 415 NO 243961 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JAMES L. BENEPE, III, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **DARREL E. HIATT and CECILIA HIATT, husband and wife,** whose address is 752 Coffeen Avenue, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Tract 2 of McNally Subdivision of the County of Sheridan, State of Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 12th day of DECEMBER, 1996.

James L. Benepe III
James L. Benepe, III

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by James L. Benepe, III this 12th day of DECEMBER, 1996.

Witness my hand and official seal.

E. Marie Wright
Notary Public

My Commission Expires 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED DECEMBER 13, 1996 BK 383 PG 416 NO 243962 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED TO TRUSTEES

FRED J. LUTH and DOROTHY M. LUTH, husband and wife, (herein referred to as "Grantors" whose address is 846A, Pass Creek Road, Parkman, WY 82838, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, convey and quitclaim unto **FRED J. LUTH AND DOROTHY M. LUTH, TRUSTEES OF THE FRED J. LUTH TRUST UNDER AGREEMENT DATED OCTOBER 25, 1996**, whose address is 846A Pass Creek Road, Parkman, WY 82838, an undivided one-half ($^1/_2$) interest in the real estate which is described below and which is situated in Sheridan County, Wyoming. Grantors further convey and quitclaim the remaining one-half ($^1/_2$) interest in the said real estate unto **DOROTHY M. LUTH AND FRED J. LUTH, TRUSTEES OF THE DOROTHY M. LUTH TRUST UNDER AGREEMENT DATED OCTOBER 25, 1996**, whose address is 846A Pass Creek Road, Parkman, WY 82838. The property being conveyed is located in Sheridan County, Wyoming, and is described as follows, to-wit:

Parcel #1
Township 57 North, Range 88 West of the 6th P.M., Sheridan County, WY
Section 4: Tracts numbered 54 and 55 as designated by the plat of Re-Survey accepted by the G.L.O. on February 17, 1925, which are also known as $S^1/_2NE^1/_4$, $N^1/_2SE^1/_4$, $SE^1/_4NW^1/_4$ and $NE^1/_4SW^1/_4$

Parcel #2
A parcel of land lying in Resurvey Tract 44, Tract 45, and Tract 46 situated in the $N^1/_2$ of Section 4, Township 57 North, Range 88 West, 6th P. M. Sheridan County, Wyoming said parcel being more particularly described as follows:

Commencing at the northeast corner of Tract 55 also known as corner No. 1 of said Tract 55: thence S87°06'18"W, a distance of 54.18 feet to the point of beginning of the herein described parcel, said point being the intersection of the north line of said Tract 55 and fenceline; thence N83°05'22"W, a distance of 237.71 feet along said fenceline to a point; thence N83°47'43"W, a distance of 1544.91 feet along said fenceline to a point; thence N02°53'48"W, a distance of 413.20 feet along said fenceline to a point; thence S61°57'42"W, a distance of 738.72 feet along said fenceline to a point; thence N78°18'21"W, a distance of 184.47 feet along said fenceline to a point; thence S62°47'12"W, a distance of 765.12 feet along a proposed fenceline to a point being on the north line of Tract 54; thence S83°43'33"E, a distance of 725.05 feet along the north line of said Tract 54 to a point, said point being the northwest corner of said Tract 55 also known as corner No. 2 of said Tract 55; thence N87°06'18"E, a distance of 2588.41 feet along the north line of said Tract 55 to the point of beginning.

Said parcel containing 19.20 acres more or less.

Parcel #3
A parcel of land lying in Resurvey Tracts 46 and 53, situated in Sections 4 and 5, Township 57 North, Range 88 West, 6th P.M., Sheridan County, Wyoming, said parcel being more particularly described as follows:

Commencing at the northwest corner of said Tract 54 also known as corner No. 2 of said Tract 54; thence S00°07'04"W, a distance of 373.82 feet to the point of beginning of the herein described parcel, said point being along the west line of said Tract 54; thence S62°47'12"W, a distance of 375.27 feet along a proposed fenceline to a point; thence S24°09'47"W, a distance of 595.10 feet along said proposed fenceline to a point, said point being on an existing fenceline; thence N73°03'22"E, a distance of 536.61 feet along said fenceline to

a point; thence N58°14'27"E, a distance of 74.02 feet along said fenceline to a point, said point being on the west line of said Tract 54; thence N00°07'04"E, a distance of 519.23 feet along said west line of Tract 54 to the point of beginning.

Said parcel containing 5.15 acres more or less.

Parcel #4

A parcel of land lying in Resurvey Tracts 67 and 69, said Tracts situated in the S1/2 of Section 4, Township 57 North, Range 88 West, 6th P. M., Sheridan County, Wyoming, said parcel being more particularly described as follows:

Beginning at the northwest corner of said Tract 67 also known as corner No.2 of said Tract 67, said point being the point of beginning of the herein described parcel; thence N87°37'33"E, a distance of 2409.91 feet along the north line of said Tract 67 to a point on a fenceline; thence S07°21'01"W, a distance of 161.79 feet along said fenceline to a point; thence S38°29'15"W, a distance of 192.96 feet along said fenceline to a point; thence S75°51'22"W, a distance of 1521.07 feet along said fenceline to a point; thence N75°18'04"W, a distance of 1483.10 feet along said fenceline to a point; thence N48°10'09"W, a distance of 312.48 feet along said fenceline to a point on the north line of said Tract 69; thence S89°54'36"E, a distance of 875.31 feet along said north line to the point of beginning.

Said parcel containing 30.16 acres more or less.

Parcel #5

A parcel of land lying in Resurvey Tracts 53 and 70, said Tracts situated in the W1/2 of Section 4, Township 57 North, Range 88 West, 6th P. M. Sheridan County, Wyoming, said parcel being more particularly described as follows:

Commencing at the southwest corner of Resurvey Tract 54, also known as corner No. 4 of said Tract 54; thence N0°07'04"E, a distance of 398.97 feet along the west line of said Tract 54 to a point on a fenceline, said point being the point of beginning of the herein described parcel; thence N0°07'04"E, a distance of 1347.58 feet along said west line to a point on a fenceline; thence S58°14'27"W, a distance of 74.02 feet along said fenceline to a point; thence S04°40'25"W, a distance of 923.03 feet along said fenceline to a point; thence S30°19'27"E, a distance of 19.21 feet along said fenceline to a point; thence S07°03'33"W, a distance of 175.75 feet along said fenceline to a point; thence S60°46'21"W, a distance of 51.86 feet along said fenceline to a point; thence S48°10'09"E, a distance of 258.40 feet along said fenceline to the point of beginning.

Said parcel containing 3.21 acres more or less.

Dated this 5th day of December, 1996.

Fred J. Luth

Fred J. Luth

Dorothy M. Luth

Dorothy M. Luth

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed to Trustees was subscribed, sworn to and acknowledged before me this 5th day of December, 1996, by Fred J. Luth and Dorothy M. Luth.

WITNESS my hand and official seal.

Deborah A. Wood

Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires 1-23-2000

418

RECORDED DECEMBER 13, 1996 BK 383 PG 418 NO 243963 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED TO TRUSTEE

WILLIAM B. CARROLL and NELDA M. CARROLL, husband and wife, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim to **WILLIAM B. CARROLL AND NELDA M. CARROLL, TRUSTEES OF THE WILLIAM B. AND NELDA M. CARROLL TRUST UNDER AGREEMENT DATED DECEMBER 6, 1996**, whose address is P. O. Box 6175, Sheridan, WY 82801, all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

A tract of land situated in Lot 22, Block 1 of the Colony South Addition to the City of Sheridan, Wyoming; said tract described as follows:

Beginning at a point, said point being N.06°51'41"E., 88.33 feet from the southwest corner of said Lot 22; thence S.32°40'42"E., 55.00 feet to a point; thence N.57°19'18"E., 51.00 feet to a point; thence N.12°19'18"E., 37.00 feet to a point; thence N.32°40'42"W., 28.83 feet to a point; thence S.57°19'18"W., 77.17 feet to the point of beginning, together with all improvements located thereon or appurtenant thereto.

Said parcel contains 3901.31 square feet, more or less.

Basis of bearings per Colony South Addition plat.

Said parcel is also to be known as Lot 2 Colony Park Addition.

Dated this 6 day of December, 1996.

William B. Carroll

William B. Carroll

Nelda M. Carroll

Nelda M. Carroll

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed was subscribed, sworn to and acknowledged before me this 6th day of December, 1996, by William B. Carroll and Nelda M. Carroll.

WITNESS my hand and official seal.

Notary Public

My Commission expires: March 7, 1998

RECORDED DECEMBER 13, 1996 BK 383 PG 419 NO 243965 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

MARTHAFERN S. BACON, a married woman dealing in her sole and separate property (herein referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to **MARTHAFERN S. BACON and RICHARD D. BACON,** husband and wife as tenants by the entireties, (herein referred to as "Grantees"), whose address is Wolf, Wyoming 82844, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Parcel #1
All of Lot 10; All of Lot 7; All of Lot 6, EXCEPT the following described tract; Beginning at a point, said point being the Northeast corner of said Lot 6, thence West along the North line of said Lot, 31.8 feet, thence S. 26°47'E. a distance of 70.6 feet to a point on the East line of said Lot 6, thence North 63 feet to the point of beginning.

ALSO all that part of Lot 5 described as follows: Beginning at a point, said point being the Southwest corner of said Lot 5, thence North along the West line of said Lot 5, 61 feet to a point, thence S. 26° 47'E. 68.3 feet to a point on the South line of Lot 5, thence West along the South line of said Lot 5, thence West along the South line of said Lot 5, 30.8 feet to the point of beginning, all in Block 6, Western Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances appertaining thereto.

Parcel #2
That portion of Lot 11, Block 6, Western Addition to the City of Sheridan, Sheridan County, Wyoming; said portion being more particularly described as follows:
Beginning at the southwest corner of said Lot 11; thence N00°49'21"E, 69.93 feet along the west line of said Lot 11 to a point, said point lying on the westerly right of way line of Vale Boulevard; thence S12°12'17"E, 71.67 feet along said westerly right of way line to a point, said point lying on the north right of way line of Loucks Street; thence N89°33'34"W, 16.16 feet along said north right of way line to the point of beginning.
Containing 564.90 square feet of land more or less.

House on Loucks Street, Sheridan County, Wyoming
The West 77 feet of the South Half of Lot One (1), Block Seven (7), Alger Addition to the Town, now City of Sheridan, Wyoming.

TOGETHER WITH all improvements located thereon or appurtenant thereto.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 10th day of December, 1996.

Marthafern S. Bacon

STATE OF WYOMING)
: ss.
County of Wyoming)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 10 day of December 1996, by Marthafern S. Bacon.

WITNESS my hand and official seal.

Deborah Wood
Notary Public

My Commission expires: 1-22-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-22-2000

420

RECORDED DECEMBER 13, 1996 BK 383 PG 420 NO 243966 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

JOAN S. TOMPKINS, (herein referred to as "Grantor"), whose address is 975 West Works, Sheridan, Wyoming 82801, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to **CHARLES W. TOMPKINS and JOAN S. TOMPKINS,** husband and wife as tenants by the entireties, whose address is 975 West Works, Sheridan, Wyoming 82801, all of Grantor's interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Lot number 16 of the Subdivision of Block 9, Western Addition to the Town, now City of Sheridan, Wyoming, together with the improvements situated thereon.

Dated this 9 day of December, 1996.

Joan S. Tompkins
Joan S. Tompkins

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed was subscribed, sworn to and acknowledged before me this 9th day of December, 1996, by Joan S. Tompkins.

WITNESS my hand and official seal.

1-23-2000
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires 1-23-2000

RECORDED DECEMBER 13, 1996 BK 383 PG 421 NO 243967 RONALD L. DAILEY, COUNTY CLERK

DEED

KENDRICK CATTLE COMPANY, a limited partnership organized under the laws of the State of Wyoming, whose address is 373 Beaver Creek Road, Sheridan, WY 82801, (herein referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to the persons and entities listed below, in the percentages indicated, all of Grantor's interest in all minerals of any kind which are owned by Grantor, and which are located in and under and that may be produced from the hereafter described property, and including oil, gas, coal and all other hydrocarbons, AND ALSO, (1) all rights of ingress and egress; (2) all rights to go upon the surface to explore for and develop the same and transport them from such property by any method or methods now known or any method or methods to be developed in the future; (3) all rights to repurchase the surface over any such minerals (including coal) as part of an exchange of fee coal, all of which have been reserved by the Grantor in prior conveyances of the surface. The names and addresses of the Grantees and the percentages in which these rights are conveyed to them are as follows:

Name and Address	Percentage
John B. Kendrick, II and First Interstate Bank of Commerce of Sheridan, Wyoming, Trustees of the Manville Kendrick Trust under agreement dated June 21, 1989 P. O. Box 2007 Sheridan, WY 82801	.50%
John B. Kendrick, II 6025 East Prentice Place Englewood, CO 80111	16.95%
Hugh C. Kendrick 635 Park Sheridan, WY 82801	3.88%
Helen K. Campbell 9327 Lakeshore Drive Brentwood, TN 37027	3.88%
Diana K. Untermeyer 3608 Lock Lane Houston, TX 77027	3.88%
John B. Kendrick, III 618 Clarendon Street Sheridan, WY 82801	3.88%
Francis W. Kendrick 200 Todd Avenue Charlottesville, VA 22903	3.88%
Paul Hoff, Jr., Trustee of the Hoff Childrens' Trust under agreement dated December 31, 1973 3800 East Long Road Littleton, CO 80121-1914	2.20%
Kendrick Harmon 373 Beaver Creek Road Sheridan, WY 82801	12.68%

First Interstate Bank of Commerce of Sheridan, Wyoming, Trustee of the Diana C. Kendrick Trust under agreement dated December 19, 1983 .50%
P. O. Box 2007
Sheridan, WY 82801

C. Helen Harmon .43%
373 Beaver Creek Road
Sheridan, WY 82801

John B. Kendrick II, Trustee of the John B. Kendrick II Trust under agreement dated December 26, 1973 12.65%
6025 East Prentice Place
Englewood, CO 80111

Eula H. Hoff .01%
3800 East Long Road
Littleton, CO 80121-1914

Paul M. Hoff, Jr. .01%
3800 East Long Road
Littleton, CO 80121-1914

Eula Harmon Hoff, Trustee of the Eula Harmon Hoff Trust under agreement dated December 26, 1973 11.53%
3800 East Long Road
Littleton, CO 80121-1914

Dome Investment Group, 11.25%
a Wyoming limited partnership
3800 East Long Road
Littleton, CO 80121-1914

Harmon Partnership, 11.89%
a Wyoming limited partnership
373 Beaver Creek Road
Sheridan, WY 82801

The description of the lands under which such minerals are located is as follows:

RESURVEY T. 56 N, R. 76 W., 6TH P.M., SHERIDAN COUNTY, WYOMING
Section 6: Lots 4 and 5

RESURVEY T. 57 N., R. 76 W., 6TH PM., SHERIDAN COUNTY, WYOMING
Tract 47, that part of Tract 48 being El/2, El/2SW1/4, SW1/4SW1/4 of Section 16, and Tracts 52, 57, 58, 59, 61, 62, 63, 64, 66, 67. Also all that portion of Tract 77 described as follows: Beginning at corner number 1 of said tract, thence South along the East line of said tract to corner number 2 of said tract, thence South from the corner number 2 approximately 1320 feet to a point on the South line of said tract, 1217.20 feet East of corner number 5 of said tract, thence North along the West side of said tract to corner number 6 of said tract, thence running East along the North line of said tract to the point of beginning.

RESURVEY T. 57 N., R. 77 W., 6TH P.M., SHERIDAN COUNTY, WYOMING
Tract 37
Tract 40
Section 6: Lots 9 and 10

T. 57 N., R. 78 W., 6TH P.M. SHERIDAN COUNTY, WYOMING
Section 1: E1/2SE1/4
Section 21: SE1/4SE1/4

T. 57 N. , R. 79 W., 6TH P.M. SHERIDAN COUNTY, WYOMING
Section 6: Lots 3, 4, 5, 6, 7, SE1/4NW1/4, E1/2SW1/4
Section 7: Lots 1, 2, 3, 4, E1/2W1/2, SE1/4
Section 11: SW1/4
Section 14: W1/2
Section 23: NE1/4
Section 25: E1/2NW1/4, SW1/4NE1/4

RESURVEY T. 58 N., R. 77 W., 6TH P.M., SHERIDAN COUNTY, WYOMING
Tract 48

T. 58 N., R. 79 W., 6TH P.M., SHERIDAN COUNTY, WYOMING
Section 30: SW1/4
Section 31: NE1/4, W1/2SE1/4
Section 32: W1/2NW1/4

T. 57 N. R. 81 W., 6TH P. M., SHERIDAN COUNTY, WYOMING
Section 7: SE1/4NW1/4, SW1/4NE1/4

RESURVEY T. 56 N., R. 77 W., 6TH P.M., SHERIDAN COUNTY, WYOMING
Tracts 48B, 48C, 48D, 56, 57A, 75, 77
Tract 62: E1/2

T. 57 N., R. 78 W., 6th P.M., SHERIDAN COUNTY, WYOMING
Section 1: SW1/4NW1/4
Section 22: NE1/4NE1/4
Section 24: SE1/4SE1/4

T. 57 N., R. 81 W., 6TH P.M., SHERIDAN COUNTY, WYOMING
Section 7: Lots 5, 6, 7, 8, E1/2SW1/4, SE1/4

ALSO, all other land which are located in Sheridan County, Wyoming, in which Grantor owns any mineral rights, even though not specifically described above.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 26th day of November, 1996.

John B. Kendrick, II, General Partner

Paul M. Hoff, Jr., General Partner

Kendrick Harmon, General Partner

STATE OF COLORADO)
: ss.
County of Arapahoe)

The above and foregoing Deed was subscribed, sworn to and acknowledged before me this 26 day of NOVEMBER, 1996, by John B. Kendrick, II.

WITNESS my hand and official seal.

Mary H Satur
Notary Public

My Commission expires: 10/04/2000

STATE OF COLORADO)
: ss.
County of Arapahoe)

The above and foregoing Deed was subscribed, sworn to and acknowledged before me this 26 day of NOVEMBER, 1996, by Paul M. Hoff, Jr.

WITNESS my hand and official seal.

Mary H Satur
Notary Public

My Commission expires: 10/04/2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Deed was subscribed, sworn to and acknowledged before me this 5 day of December 1996, by Kendrick Harmon.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

RECORDED DECEMBER 13, 1996 BK 383 PG 425 NO 243969 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

ALVIN W. ERICHSEN and LUCILLE A. ERICHSEN, husband and wife owning an estate by the entirety, **GRANTORS**, whose address is 193 Scott Drive, Sheridan, Wyoming 82801, **FOR AND IN CONSIDERATION** of family love and affection and for other good consideration, which is acknowledged, hereby do **CONVEY, QUITCLAIM, GIVE, AND GRANT** unto, **LUCILLE A. ERICHSEN and ALVIN W. ERICHSEN, TRUSTEES OF THE LUCILLE A. ERICHSEN TRUST**, dated **December 11, 1996**, **GRANTEES**, and unto any Successor Trustees of said Trust, in continuing Trust nevertheless, for the benefit of Lucille A. Erichsen, Alvin W. Erichsen, and other beneficiaries therein designated, the address of which said Trust is **193 Scott Drive, Sheridan, Wyoming, 82801**, all of said GRANTORS' right, title, and interest, including therein any after-acquired title, in the following described real property, situate in the County of Sheridan, State of Wyoming, to wit:

Lot 55 of Scott Addition, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 124;

Together with all improvements thereupon situate and with all appurtenances thereunto appertaining.

Otherwise known and numbered as:

193 Scott Drive
Sheridan WY 82801

HEREBY RELEASING and WAIVING HOMESTEAD RIGHTS that otherwise might arise under or by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 11th day of December, 1996.

Alvin W. Erichsen

ALVIN W. ERICHSEN

Lucille A. Erichsen

LUCILLE A. ERICHSEN

ACKNOWLEDGMENT

STATE OF WYOMING)
) **ss.**
County Of Sheridan)

The foregoing **QUITCLAIM DEED** was acknowledged before me this 11th day of December, 1996, by **ALVIN W. ERICHSEN and LUCILLE A. ERICHSEN,** as **GRANTORS** therein, the same being personally known to me.

AS WITNESSETH my hand and official seal.

Robert James Wyatt

Notary Public

My commission expires: 19 MAR 99

RECORDED DECEMBER 13, 1996 BK 383 PG 427 NO 244018 RONALD L. DAILEY, COUNTY CLERK

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 — 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24th day of October, 19 96, by and between James R. Harper, aka Robert Harper, a married man dealing in his sole and separate property

Whose post office address is 130 Wolfcreek Dr., Stockbridge, GA 30281, hereinafter called Lessor (whether one or more) and Hanson & Strahn Energy Land Services, Inc., whose post office address is PO Box 3020, Cheyenne, WY 82003-3200, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more---------- DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sheridan, State of Wyoming, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40 acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and and containing 126.00 acres, more or less. (Five (5)

1. It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

James R. Harper

SS# 520-52-3123

427

Printed by P&M Printing (303) 423-4691

428

STATE OF Georgia }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of December, 19 96, personally appeared James R. Harper, aka Robert Harper, a married man dealing in his sole and separate property and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly 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 affixed my notarial seal the day and year last above written.

My Commission Expires Notary Public, Henry County, Georgia My Commission Expires Sept. 27, 2000

Lori Kirby
Notary Public.

Address: 3980 B North Henry Blvd Stockbridge GA 30281

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19_____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19_____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____ A.D. 19_____.

Lori Kirby
Notary Public.

(SEAL)

My Commission expires Notary Public, Henry County, Georgia My Commission Expires Sept. 27, 2000

Address: 3980-B No. Henry Blvd Stockbridge GA 30281

No. _____ FROM _____ TO _____ Dated _____, 19 _____ No. Acres _____ County _____ Term _____

This instrument was filed for record on the _____ day of _____ 19 _____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

County Clerk. By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated October 24th, 1996, by and between James R. Harper, aka Robert Harper, a married man dealing in his sole and separate property, as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering the following described lands located in Sheridan County, Wyoming:

TOWNSHIP 53 NORTH, RANGE 83 WEST, 6th P. M.
All those portions of the S/2NE/4 of Section 5 and the NW/4SW/4 and SW/4NW/4 of Section 4, as described in book 160, page 120, and in book 359, page 653, of the Sheridan County County Clerk's office, being more particularly described as follows:

Beginning at the SW corner of the SW/4NE/4 of said section 5; thence North along the center line of said Section 5, 19.03 chains to a point in said line .97 of a chain S. of the NW corner of the SW/4NE/4 of said section 5; Thence E. parallel with the N. line of the S/2NE/4 of section 5 and of the SW/4NW/4 of section 4 to a point in said SW/4NW/4 of section 4, which last named point is .62 of a chain W of the center line of the present State Highway No. 87E; Thence S. 7 degrees 08 minutes E. 33.18 chains parallel to the center line of said highway to a point; thence S. 12 degrees 47 minutes W 6.80 chains parallel to the center line of said highway to a point on the S. line of the NW/4SW/4 of said section 4; thence W along the S. line of the NW/4 SW/4 of Section 4, 13.73 chains to the SW corner of said NW/4SW/4 of Section 4: Thence N. along the section line between sections 4 and 5, 20 chains to the NW corner of the NW/4SW/4 of section 4; Thence W 40 chains to the SW corner of the SW/4NE/4 which point is in the center of said section 5 and is the point of beginning.

Containing 126.00 acres, more or less.

Signed for purposes of identification:

James R. Harper, aka Robert Harper

Notary Public, Henry County, Georgia
My Commission Expires 9-27-2000

RECORDED DECEMBER 13, 1996 BK 383 PG 430 NO 244019 RONALD L. DAILEY, COUNTY CLERK

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned AnnaMaria P. Keasler, wife of James R. Harper, the Lessor in the following described oil and gas lease, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 24th day of October, 1996, between James R. Harper, aka Robert Harper, a married man dealing in his sole and separate property as Lessor, and Hanson & Strahn Energy Land Services, Inc., as Lessee, covering all of that certain tract of land situate in the County of Sheridan, State of Wyoming, described as follows:

TOWNSHIP 53 NORTH, RANGE 83 WEST, 6th P. M.
All those portions of the S/2NE/4 of Section 5 and the NW/4SW/4 and SW/4NW/4 of Section 4, as described in book 160, page 120, and in book 359, page 653, of the Sheridan County County Clerk's office, being more particularly described as follows:

Beginning at the SW corner of the SW/4NE/4 of said section 5; thence North along the center line of said Section 5, 19.03 chains to a point in said line .97 of a chain S. of the NW corner of the SW/4NE/4 of said section 5; Thence E. parallel with the N. line of the S/2NE/4 of section 5 and of the SW/4NW/4 of section 4 to a point in said SW/4NW/4 of section 4, which last named point is .62 of a chain W of the center line of the present State Highway No. 87E; Thence S. 7 degrees 08 minutes E. 33.18 chains parallel to the center line of said highway to a point; thence S. 12 degrees 47 minutes W 6.80 chains parallel to the center line of said highway to a point on the S. line of the NW/4SW/4 of said section 4; thence W along the S. line of the NW/4 SW/4 of Section 4, 13.73 chains to the SW corner of said NW/4SW/4 of Section 4: Thence N. along the section line between sections 4 and 5, 20 chains to the NW corner of the NW/4SW/4 of section 4; Thence W 40 chains to the SW corner of the SW/4NE/4 which point is in the center of said section 5 and is the point of beginning;

and does hereby grant, lease and let the land described in said lease unto the above named lessee, its heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to James R. Harper, his heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument, this _____ day of _____, 1996.

AnnaMaria P. Keasler

AnnaMaria P. Keasler

Notary Public, Henry County, Georgia
My Commission Expires 9-22-2000

Printed by P&M Printing (303) 423-4691

STATE OF GEORGIA }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of December, 1996, personally appeared AnnaMaria P. Keasler, wife of Jame R. Harper, the lessor referenced in the foregoing instument, and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Rose M Kirby
Notary Public.

Notary Public, Henry County, Georgia
My Commission Expires Sept. 27, 2000

Address: 3980-B North Henry Blvd
Stockbridge GA 30281

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

Rose M Kirby
Notary Public.

(SEAL)

Notary Public, Henry County, Georgia
My Commission Expires Sept. 27, 2000

My Commission expires _____

Address: 3980-B No Henry Blvd
Stockbridge GA 30281

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No. _____ FROM _____ TO _____ Dated _____, 19____ No. Acres _____ County _____ Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

County Clerk.

By _____ Deputy.

When recorded return to

CERTIFIED COPY

RECORDED DECEMBER 13, 1996 BK 383 PG 432 NO 244020 RONALD L. DAILEY, COUNTY CLERK

IN THE DISTRICT COURT, FOURTH JUDICIAL DISTRICT
COUNTY OF SHERIDAN, STATE OF WYOMING

In Probate
Docket No. P31-3-96

****

IN THE MATTER OF THE ESTATE)
OF)
DEAN S. HARBEL,)
Deceased.)

No.
Filed in the Office of the Clerk of the District Court of Sheridan County, WY.
DEC 0 6 1996
Clerk of Court
By Deputy

ORDER APPROVING FINAL REPORT, ACCOUNTING AND DECREE OF DISTRIBUTION

This matter came before the court upon the Final Report, Accounting and Petition for Distribution filed by the personal representative.

The court finds as follows:

1. Dean S. Harbel died March 13, 1996 in Sheridan County, Wyoming. At the time of his death, the decedent was a resident of Sheridan County, Wyoming and owned property in Sheridan County, Wyoming. The decedent died testate, and Tracy Guilliams, a grandson of the decedent, was duly appointed as the personal representative of the estate.

2. All statutory requirements pertaining to taxes have been complied with. A Certificate of No Tax Due from the Estate Tax Administrator of the Department of Revenue of the State of Wyoming has been filed with this court.

3. A copy of the Final Report, Accounting and Petition for Distribution has been duly served upon all interested parties, and all interested parties have been provided with notice and an opportunity to object to the Final Report, Accounting and Petition for Distribution as required by law.

4. The statements made in the Final Report, Accounting and Petition for Distribution by the personal representative are true and correct, and the conduct of the personal representative in the administration of the estate as reflected in the report is in accordance with law. The estate is ready for distribution. The personal representative has waived any fee from the estate, and the attorney fees and expenses of the personal representative should be allowed.

5. The personal representative and the attorneys for the personal representative have carefully, fully and properly administered and handled the estate in accordance with law and in accordance with all duties which they owe to the estate and to the beneficiaries of the estate, and the estate is ready for final settlement and distribution.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Final Report, Accounting and Petition for Distribution of the personal representative is approved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the personal representative and the attorneys for the personal representative have carefully, fully and properly administered and handled the estate in accordance with law and in accordance with all duties which they owe to the estate and the beneficiaries of the estate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the personal representative has waived any claim for fees as a result of his services as personal representative and that Yonkee & Toner, the attorneys for the personal representative, are entitled to a fee of $2,862.11 for their services and out-of-pocket expenses advanced in the amount of $243.90.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the assets of the estate be distributed as follows:

To Tracy Guilliams:

Lot 16, Block 11, Perkins Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming together with all buildings and improvements situate thereon

To Shawn Guilliams and Terry Guilliams in equal shares:

North half of Lot 2, Block 26 of Sheridan Land Company's Second Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming together with all buildings and improvements situate thereon

To Terry Guilliams

1. Lot 8 of the Subdivision of Block 18, Sheridan Land Company's Second Addition to the Town, now City, of Sheridan, Sheridan County, Wyoming together with all buildings and improvements situate thereon
2. Tool shed, garden tools, and two tractors
3. 1986 Ford Bronco II, VIN 1FMBU14T9GVA01332

To Shawn Guilliams:

1. 1982 Ford F-150 Pickup, VIN 1FTDF15F4CKA
2. 1976 GMC Pickup, VIN TKL246J 519834

434

0501455

To Scott Steel:
$1,000.00 cash

To Greg Steel:
$1,000.00 cash

To Allen Guilliams:
$1,000.00 cash

To Samantha Guilliams aka Shelly Guilliams:
$1,000.00 cash

To Tracy Guilliams, Terry Guilliams, and Shawn Guilliams, in equal shares:
All of the rest, residue and remainder of the decedent's estate, including, without limitation, any property not presently known or hereafter discovered which may belong to the estate or in which the decedent may have had any interest

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon distribution of the property and payment of the attorney fees and expenses as set forth above, the personal representative shall be discharged and the estate closed.

Dated this 6 day of Dec, 1996.

BY THE COURT:

ORIGINAL SIGNED BY JOHN C. BRACKLEY

DISTRICT JUDGE

...true and correct copy of the original ... is on file or of record in this court:
... 6 ... day of Dec. ... 96
... DORIS KOBOLD ... Clerk
By ... Kim Slagle ... Deputy

RECORDED DECEMBER 13, 1996 BK 383 PG 435 NO 244025 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

CHARLES H. NEWCOMER and LYNNE NEWCOMER, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **THEODORE JOHN NORTHROP, JR. and ANNA MARIA NORTHROP, husband and wife, as tenants by the entirety,** whose address is 1638 North Heights Drive, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 1, Block 5, North Heights.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 215.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 12th day of December, 1996.

Charles H. Newcomer

Lynne Newcomer

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Charles H. Newcomer and Lynne Newcomer this 12th day of December, 1996, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

436

RECORDED DECEMBER 13, 1996 BK 383 PG 436 NO 244029 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

JOAN S. TOMPKINS and MARGARET S. CAMPBELL, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim an undivided one-half (1/2) interest in the below-described property to **MARGARET S. CAMPBELL AND ROSS CAMPBELL, TRUSTEES OF THE MARGARET S. CAMPBELL TRUST UNDER AGREEMENT DATED MARCH 14, 1996,** whose address is 345 Coffeen Avenue, Sheridan, Wyoming 82801, and convey the remaining one-half (1/2) interest to **CHARLES W. TOMPKINS and JOAN S. TOMPKINS,** husband and wife as tenants by the entireties, whose address is 975 West Works, Sheridan, Wyoming 82801. The property being conveyed is all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

> Lot number 16 of the Subdivision of Block 9, Western Addition to the Town, now City of Sheridan, Wyoming, together with the improvements situated thereon.
>
> SUBJECT, HOWEVER, to the life estate reserved by Rika W. Stouffer in a deed recorded in the office of the Sheridan County Clerk and Recorder on April 15, 1971 in Book 181 of Deeds at page 249.

Dated this 9 day of December, 1996.

Joan S. Tompkins
Joan S. Tompkins

Margaret S. Campbell
Margaret S. Campbell

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed was subscribed, sworn to and acknowledged before me this 9th day of December, 1996, by Joan S. Tompkins.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed was subscribed, sworn to and acknowledged before me this 9th day of December 1996, by Margaret S. Campbell.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires 1-23-2000

RECORDED DECEMBER 13, 1996 BK 383 PG 437 NO 244056 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **RODGER D. WAGNER, a single person and LISA A. WAGNER, a single person,** Grantors, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantors, receipt whereof is hereby acknowledged, for Grantors and Grantors' heirs, executors, administrators and personal representatives do remise, release, convey and forever quitclaim unto **MARYELLEN WILKEY, a single person,** Grantee, whose address is 150 Willow, Big Horn, WY 82833, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantors have or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Those lands located in the Town of Big Horn, Sheridan County, Wyoming as originally platted and thereafter vacated by the Board of County Commissioners, Sheridan County, Wyoming described as follows:

1. **The east half of the alley in Block 18 adjacent to Lots 2 and 4, Block 18.**

2. **The west half of the alley in Block 18 adjacent to Lot 3, Block 18.**

Subject to all easements and reservations of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to her and their own proper use and behoof forever. So that neither Grantors nor any other person in Grantors' names or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 26th day of November, 1996.

Rodger D. Wagner
Rodger D. Wagner

Lisa A. Wagner
Lisa A. Wagner

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Rodger D. Wagner and Lisa A. Wagner, this 26th day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: Oct 4, 2000.

RECORDED DECEMBER 13, 1996 BK 383 PG 439 NO 244057 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

(For County Property)

KNOW ALL MEN BY THESE PRESENTS, That EUNICE M. MCEWAN, KENNETH D. KERNS, and GAREY E. KETCHAM, the County Commissioners of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten and more DOLLARS in hand paid by MARYELLEN WILKEY, a single person, on the 18th day of November, 19 96, the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents do for their successors and assigns, remise, release and forever quitclaim unto the said MARYELLEN WILKEY, a single person, her heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as they may have, in or to all the following described premises, to-wit:

Those lands located in the Town of Big Horn, Sheridan County, Wyoming, as originally platted and thereafter vacated by the Board of County Commissioners, Sheridan County, Wyoming described as follows:

The east half of River Street adjacent to Lot 3, Block 18.

Subject to all easements and reservations of record.

Subject to all easements, rights of way, covenants, restrictions, and reservations of record.

TO HAVE AND TO HOLD the said premises unto the said MARYELLEN WILKEY, a single person, her heirs and assigns, to his or their own proper use and behoof forever. So that neither said County of Sheridan or any other person in its name or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the Grantor has caused its seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, the day and year first-above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
Sheridan County, Wyoming

Eunice M. McEwan — Chairman

Kenneth D. Kerns — Member

Garey E. Ketcham — Member

Attest:

Mary Reiche, Deputy
County Clerk

THE STATE OF WYOMING)
) ss.
County of Sheridan)

On this 9th day of ~~November~~ December, 19 96, before me personally appeared Eunice M. McEwan, Kenneth D. Kerns and Garey E. Ketcham, to me personally known, who, being by me duly sworn, did say that they are the members of the Board of County Commissioners of Sheridan County, Wyoming, and that the seal affixed to said instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority of its Board of Commissioners and they acknowledged said instrument to be the free act and deed of said Board.

Given under my hand and official seal this 9th day of ~~November~~ December, 1996.

Clerk of District Court

My term of office expires on the 4th day of January, 19 99. 439

440

RECORDED DECEMBER 13, 1996 BK 383 PG 440 NO 244064 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ARNOLD FAY BETHUREM and WILLISCENE LOU BETHUREM, husband and wife, and KIP MICHAEL BETHUREM and SHIRLEY R. BETHUREM, husband and wife, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **WESCO, LLC, a Wyoming Limited Liability Company**, grantee, whose address is Bx 6/22 _____, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Tract 3 of the Brundage Minor Subdivision to Sheridan County, Wyoming, excepting a ten (10) foot strip of land dedicated to the public for road and utility use on the original plat; situated in the SE¼NE¼ of Section 2, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said Tract 3 being more particularly described as follows:

Commencing at the east quarter corner of said Section 2; thence S89°40'01"W, 10.00 feet to the POINT OF BEGINNING, said point lying on the south line of said Tract 3 and the west right of way line of Dry Ranch County Road; thence S89°40'01"W, 948.64 feet along the south line of said Tract 3 to a point, said point being the southwest corner of said Tract 3, said point also lying on the easterly right of way line of Interstate I-90; thence N08°57'14"E, 307.29 feet along said easterly right of way line and the westerly line of said Tract 3 to a point; thence N16°25'46"E, 197.34 feet along said easterly right of way line and said westerly line of Tract 3 to a point, said point being the northwest corner of said Tract 3; thence S89°43'47"E, 850.91 feet along the north line of said Tract 3 to a point, said point lying on said west right of way line of the Dry Ranch County Road; thence S01°04'06"W, 193.58 feet along said west right of way line to a point; thence S00°27'20"W, 289.76 feet along said west right of way line to the POINT OF BEGINNING.

Said tract contains 10.16 acres more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone)

A tract of land situated in the SE¼NE¼ and E½SE¼ of Section 2, and the N½NE¼NE¼ of Section 11, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Beginning at the east quarter corner of said Section 2; thence S00°29'08"W, 2645.46 feet along the east line of said E½SE¼ of Section 2 to a point, said point being the southeast corner of said Section 2; thence S01°56'16"E, 331.10 feet along the east line of said Section 11 to a point, said point lying on the north line of a tract of land described in Book 350 of Deeds, Page 200; thence

N89°32'29"W, 804.06 feet along said north line described in Book 350 of Deeds, Page 200 to a point, said point lying on the easterly right of way line of Interstate I-90; thence through a curve to the right having a delta of 03°44'39", a radius of 5529.58 feet, a length of 361.35 feet, a chord bearing of N06°03'47"W, and a chord length of 361.29 feet along said easterly right of way line to a point at Station 81+50, 200 feet left of the North Bound Lane Centerline; thence S85°48'33"W, 114.00 feet along said easterly right of way line to a point at Station 81+50, 86 feet left of the North Bound Lane Centerline, said point being N87°33'49"W, 10.17 feet from a Right of Way Marker at Station 81+50, 150 feet left of the South Bound Lane Centerline; thence through a curve to the right having a delta of 04°13'37", a radius of 5643.58 feet, a length of 416.36 feet, a chord bearing of N02°04'39"W, and a chord length of 416.26 feet along said easterly right of way line to a point, said point being a Right of Way Marker at P.C. Station 77+27.3, 86 feet left of the North Bound Lane Centerline; thence N00°02'38"E, 2057.67 feet along said easterly right of way line to a point, said point being a Right of Way Marker at Station 56+68.5, 150 feet left of the South Bound Lane Centerline; thence N08°57'14"E, 141.39 feet along said easterly right of way line to a point, said point being the southwest corner of Tract 3 of the Brundage Minor Subdivision to Sheridan County, Wyoming; thence N89°40'01"E, 958.64 feet along the south line of said Tract 3 to the POINT OF BEGINNING.

Said tract contains 64.84 acres more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone)

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 13th day of December, 1996.

ARNOLD FAY BETHUREM

WILLISCENE LOU BETHUREM

KIP MICHAEL BETHUREM

SHIRLEY R. BETHUREM

442

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by ARNOLD FAY BETHUREM, WILLISCENE LOU BETHUREM, KIP MICHAEL BETHUREM, and SHIRLEY R. BETHUREM, this 13th day of December, 1996.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 6-25-99

RECORDED DECEMBER 16, 1996 BK 383 PG 443 NO 244069 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

RICHARD M. O'HARE and MERRY R. O'HARE, husband and wife, Grantors, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, convey and quitclaim to **RICHARD M. O'HARE and MERRY R. O'HARE, Trustees, or their successors in trust, under the RICHARD M. AND MERRY R. O'HARE LIVING TRUST dated December 6, 1996**, Grantees, whose address is P. O. Box 411, Dayton, Wyoming 82836, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Lot 20, Big Horn View 1st Addition to the Town of Dayton, Sheridan County, Wyoming.

TOGETHER with all improvements and appurtenances situate thereon.

SUBJECT to all easements, reservations, restrictions and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 6th day of December, 1996.

Richard M. O'Hare
RICHARD M. O'HARE

Merry R. O'Hare
MERRY R. O'HARE

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 6th day of December, 1996, by **Richard M. O'Hare and Merry R. O'Hare**.

WITNESS my hand and official seal.

CATHERINE P. VERYZER - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Feb. 10, 2000

Catherine P. Veryzer
Notary Public

My Commission Expires: 2-10-00.

444

RECORDED DECEMBER 16, 1996 BK 383 PG 444 NO 244114 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DONALD K. PELESKY and KIM D. PELESKY, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **STEVEN RAY BENNETT, a single person,** whose address is 126 West 8th, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 3, Block 7, Sheridan Land Company's Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 13th day of December, 1996.

Donald K. Pelesky

Kim D. Pelesky

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Donald K. Pelesky and Kim D. Pelesky this 13th day of December, 1996.

Witness my hand and official seal.

BARBARA A. JONES - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires May 22, 2000

Notary Public

My Commission Expires May 22, 2000

RECORDED DECEMBER 16, 1996 BK 383 PG 445 NO 244151 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

John A. Quarterman and Erin E. Quarterman, husband and wife, grantors, of Sheridan County, State of Wyoming, for and in consideration of Three Hundred Dollars ($300.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **William C. Hodges, a single man,** grantee, whose address is 82 Taylor Road, Sheridan, Wy. 82801 the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

A tract of land located in the S1/2SW1/4 of Section 11, N1/2NW1/4, SE1/4NW1/4, and W1/2NE1/4 of Section 14, all in Township 57 North, Range 83 West, Sheridan County, Wyoming, described as follows:

Beginning at the SE corner of said NW1/4NW1/4 of Sec. 14, thence N. 89°12'15" W. 300.26 feet; thence N. 36°15'51" W., 337.33 feet; thence N. 23°21'39" W., 315.71 feet; thence N. 7°45'30"E., 218.13 feet to the center of a road; thence along the center of said road N. 6°36'06" E., 794.42 feet to a point in the center of a county road, thence leaving said road N. 84°27'27" E., 395.1 feet; thence S. 87°59'24" E., 1169.62 feet; thence S. 7°26'30" E., 197.45 feet; thence S. 52°42'06"E., 216.94 feet, thence S. 2°02'36" E., 546.62 feet; thence S. 31°25'05" E., 867.92 feet; thence N. 88°27'58" W., 1703.66 feet to the point of beginning.

EXCEPTING: a 25 foot road easement which lies 25 feet right of the following described line: Beginning at a point located S. 89°34'59" E., 25 feet from the SE corner of said NW1/4NW1/4 of Sec. 14, T. 57 N., R. 83 W., thence No 2°49'20" W., 97.97 feet; thence N. 41°58'20" W., 920.61 feet; thence N. 6°36'06" 794.42 feet to a point in the County road.

AND EXCEPTING: A tract of land located in the N1/2NW1/4 of Section 14, Township 57 North, Range 83 West, 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the SE corner of the NW1/4NW1/4 of said Section 14: thence N. 89°12'15" W., 300.26 feet; thence N. 36°15'51" W., 337.33 feet; thence N. 23°21'39" W., 315.71 feet; thence N. 7°45'30" E., 218.13 feet to the center of a road; thence along said center of a road, S. 41°58'20" E., 920.61 feet; thence S. 2°49'20" E., 98.47 feet; thence N. 88°27'58" W., 25.03 feet to the point of beginning. Said tract contains 4.81 acres, more or less.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging. together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS our hands this 20th day of August, 1990.

John A. Quarterman

John A. Quarterman

Erin E. Quarterman

Erin E. Quarterman

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by John A. Quarterman and Erin E. Quarterman, husband and wife, this 20th day of August, 1990.

WITNESS my hand and official seal.

Robert S. Holmes

Notary Public

My Commission Expires: May 25, 1991

(2) (3)

RECORDED DECEMBER 16, 1996 BK 383 PG 447 NO 244152 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

WILLIAM C. HODGES, also known as BILL HODGES, and KIMBERLY JAN HODGES, also known as KIM HODGES, husband and wife, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **M. V. OWENS, also known as MICHAEL V. OWENS, and SHIRLEY R. OWENS, husband and wife, as tenants by the entireties with full right of survivorship,** grantees, whose address is 82 Taylor Road, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

A tract of land located in the S1/2SW1/4 of Section 11, N1/2NW1/4, SE1/4NW1/4, and W1/2NE1/4 of Section 14, all in T. 57 N., R. 83 W., Sheridan County, Wyoming, described as follows:

Beginning at the SE corner of said NW1/4NW1/4 of Section 14, thence N.89°12'15"W., 300.26 feet; thence N.36°15'51"W., 337.33 feet; thence N.23°21'39"W., 315.71 feet; thence N.7°45'30"E., 218.13 feet to the center of a road; thence along the center of said road N.6°36'06"E., 794.42 feet to a point in the center of a County road; thence leaving said road N.84°27'27" E., 395.1 feet; thence S.87°59'24"E., 1169.62 feet; thence S.7°26'30"E., 197.45 feet; thence S.52°42'06"E., 216.94 feet; thence S. 2°02'36"E., 546.62 feet; thence S.31°25'05"E., 867.92 feet; thence N.88°27'58"W., 1703.66 feet to the point of beginning.

EXCEPTING a tract of land in the N1/2NW1/4 of Section 14, as conveyed by instrument recorded March 20, 1980 in Book 247 of Deeds, Page 569.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 16 day of December, 1996.

William C Hodges
WILLIAM C. HODGES,
also known as BILL HODGES

Kimberly Jan Hodges
KIMBERLY JAN HODGES,
also known as KIM HODGES

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STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by WILLIAM C. HODGES, also known as BILL HODGES, and KIMBERLY JAN HODGES, also known as KIM HODGES, this 16 day of December, 1996.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 12/14/99

TOM KINNISON * NOTARY PUBLIC * STATE OF WYOMING
COUNTY OF SHERIDAN
MY COMMISSION EXPIRES DEC 14 1999

RECORDED DECEMBER 17, 1996 BK 383 PG 449 NO 244183 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **FRED E. RAETHER and LORRAINE B. RAETHER, husband and wife, as tenants by the entirety,** whose address is _____, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 6, Block G, Powder Horn Ranch,
Planned Unit Development, Phase One.

A subdivision in Sheridan County, Wyoming,
filed as Plat #P-36.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 6th day of December, 1996.

POWDER RANCH, LLC

By: Homer Scott Jr
Homer Scott, Jr., Manager

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Homer Scott, Jr. this 6th day of December, 1996.

Witness my hand and official seal.

Carolee Lamm
Notary Public

My Commission Expires June 11, 1999.

RECORDED DECEMBER 17, 1996 BK 383 PG 450 NO 244186 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

EDWARD A. MURPHY and BARBARA O. MURPHY, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **CARL POLLOCK SANDERS and PAMELA MAE SANDERS, husband and wife, as tenants by the entirety,** whose address is 26 Mallard Road, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 13, Knode Ranch Subdivision, Third Addition.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 288.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record.

WITNESS our hands this 16th day of December, 1996.

Edward A. Murphy

Barbara O. Murphy

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Edward A. Murphy and Barbara O. Murphy this 16th day of December, 1996.

Witness my hand and official seal.

DEBRA K. COLLIER NOTARY PUBLIC GENERAL NOTARY COMMISSION EXPIRES JAN 18, 2000 SHERIDAN COUNTY, WYOMING

Notary Public

My Commission Expires 1-18-2000

RECORDED DECEMBER 17, 1996 BK 383 PG 451 NO 244192 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

LOUIS E. GALLOWAY and LINDA R. GALLOWAY, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **ROBERT E. GUILFORD, a single person, and BARBARA O. MURPHY, a single person, as joint tenants with right of survivorship,** whose address is 132 South Tschirgi, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 5, Block 19, Thurmond's Second Addition to the City of Sheridan, Sheridan County, Wyoming, EXCEPT the North 83 feet thereof.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 17thday of December, 1996.

Louis E. Galloway

Linda R. Galloway

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Louis E. Galloway and Linda R. Galloway, this 17th day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires December 6, 2000

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RECORDED DECEMBER 17, 1996 BK 383 PG 452 NO 244220 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ROBERT D. STRAUSER and JEAN M. STRAUSER, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **WENDELL J. ROBISON, a married man as his sole and separate property,** whose address is P.O. Box 608 30 Bozeman Lane Ranchester, WY 82839 the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See Attached Exhibit "A"

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

TOGETHER with all water and water rights adjudicated thereto, ditches, ditch stock and ditch rights associated therewith and all reservoir rights which grantors own, if any.

SUBJECT to all easements, reservations, restrictions and covenants of record.

WITNESS our hands this 16th day of December, 1996.

Robert D. Strauser

Robert D. Strauser

Jean M. Strauser

Jean M. Strauser

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Robert D. Strauser and Jean M. Strauser this 16th day of December, 1996.

Witness my hand and official seal.

DEBRA K. COLLIER GENERAL NOTARY COMMISSION EXPIRES JAN. 18, 2000 SHERIDAN COUNTY, WYOMING

Debra K Collier

Notary Public

My Commission Expires 1-18-2000

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying in the West½SW¼ of Section 24, Township 57 North, Range 86 West, 6th Principal Meridian, Sheridan County, Wyoming said parcel being more particularly described as follows:

Beginning at a point located S0°28'E, a distance of 891.4 Feet from the true position for the West one quarter corner of Section 24, thence S89°45'E, a distance of 692.25 feet; thence S13°36'W, a distance of 570.10 feet; thence S04°24'E, a distance of 328.35 feet; thence along the north bank of the Tongue River for a distance of 587.65 feet with a bearing of N78°57'W; thence N0°28'W along the West boundary of line of Section 24, a distance of 771.60 feet to the point of beginning, containing 11.442 acres, more or less.

A parcel of land lying in the West½SW¼ of Section 24, Township 57 North, Range 86 West, 6th Principal Meridian, Sheridan County, Wyoming said parcel being more particularly described as follows:

Commencing at the west quarter corner of said Section 24, thence S20°53'20"E, a distance of 1572.70 feet to the POINT OF BEGINNING of the herein described parcel, said point being on the east line of a tract of land described in Book 334 of Deeds, Page 18; thence S84°11'54"E, a distance of 92.41 feet to a point; thence S19°57'08"E, a distance of 214.01 feet to a point; thence S50°16'59"W, a distance of 182.61 feet to the southeast corner of said tract described in Book 334 of Deeds, Page 18; thence N04°16'55"W, a distance of 328.11 feet along the east line of said tract to the POINT OF BEGINNING;

Said parcel containing 33,314.83 Sq. Ft., more or less.

Basis of Bearings is Wyoming State Plane, East Central Zone.

An access and utility easement being a strip of land twenty feet (20') wide situated in the SW¼NW¼ and the NW¼SW¼ of Section 24, Township 57 North, Range 86 West, 6th Principal Meridian, Sheridan County, Wyoming; the west line of said strip being more particularly described as follows:

Beginning at the intersection of the west line of said Section 24 and the south line of State Highway No. 14; thence along the west line of said SW¼NW¼ to the northwest corner of said NW¼SW¼; thence along the west line of said NW¼SW¼ to the northwest corner of a tract of land described in Book 344 of Deeds, Page 628, said point being S0°17'23"E (S0°28'E-Record), 910.96 feet (891.4-Record) from said northwest corner of the NW¼SW¼.

Basis of Bearings is Wyoming State Plane, East Central Zone.

RECORDED DECEMBER 17, 1996 BK 383 PG 454 NO 244222 RONALD L. DAILEY, COUNTY CLERK

ACCESS AND UTILITY EASEMENT

WHEREAS, **WENDELL J. ROBISON and MARILYN F. GRAMS, husband and wife,** "Grantors" of Sheridan County, State of Wyoming, are the owners of certain property situate in Sheridan County, Wyoming, more particularly described on Exhibit "A" hereof, and

WHEREAS, **ROBERT D. STRAUSER and JEAN M. STRAUSER, husband and wife,** are the owners of the real property described on Exhibit "B" hereof, and

WHEREAS, Grantors desire to convey to Grantees a perpetual easement for access and utilities to serve the tract described on Exhibit "C" hereof,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors grant, bargain, sell, convey and warrant to the Grantees, an easement over and across the land described on Exhibit "C" hereof for the purpose of public ingress and egress and for the purpose of installing and maintaining utility lines and constructing, maintaining and repairing a roadway within said easement, which is more particularly described on Exhibit "C" hereof.

THE UNDERSIGNED hereby relinquish, release and waive all rights or homestead interest under and by virtue of the homestead exemption laws of the State of Wyoming to the extent necessary to permit Grantees the free enjoyment of the rights herein conferred and to place, construct, operate, repair, maintain, relocate and replace thereon, appropriate roadway and utility service lines and equipment as are necessary to the rights of public ingress and egress herein granted and for the operation of such utilities as are placed within or brought to the said access and utility easement.

IN WITNESS WHEREOF, the undersigned have set their hands this 16th day of December, 1996.

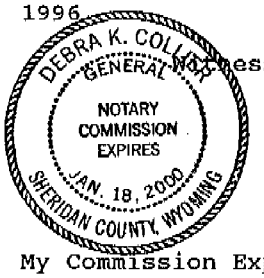
Wendell J. Robison

Marilyn F. Grams

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Wendell J. Robison and Marilyn F. Grams this 16th day of December, 1996.

Witness my hand and official seal.



Debra K Collins
Notary Public

My Commission Expires: 1-18-2000.

EXHIBIT "A"

Township 57 North, Range 86 West, 6th P.M.

Section 24: E½SW¼, SE¼NW¼
Section 24: W½SW¼, except the following described tract of land, to-wit:

Beginning at a point located S. 0° 28' E., a distance of 891.5 feet from the true position for the West one quarter corner of Section 24; thence S. 89° 45' E., a distance of 692.25 feet; thence S. 13° 36' W., a distance of 570.10 feet; thence S. 4° 24' E., a distance of 328.35 feet; thence along the North bank of Tongue River for a distance of 587.65 feet with a bearing of N. 78° 57' W.; thence N. 0° 28' W. along the west boundary line of Section 24, a distance of 771.60 feet to the point of beginning, containing 11.443 acres, more or less.

Section 24: SW¼NW¼, except the following described tract of land, to-wit:

Beginning at the Northwest corner of said SW¼NW¼, thence South along the West line of said SW¼NW¼, to the intersection of said West line with the North line of the Ranchester-Dayton Highway, known as Highway Number 14, thence Northeasterly, along the North line of said Highway to the intersection of said Highway with the North line of said SW¼NW¼, thence Westerly along the North line of said SW¼NW¼ to the place of beginning.

Section 25: NW¼NW¼

Excepting any and all right, title and interest of the State of Wyoming within the boundary of the Tongue River.

EXHIBIT "D"

A parcel of land lying in the West½SW¼ of Section 24, Township 57 North, Range 86 West, 6th Principal Meridian, Sheridan County, Wyoming said parcel being more particularly described as follows:

Beginning at a point located S0°28'E, a distance of 891.4 Feet from the true position for the West one quarter corner of Section 24, thence S89°45'E, a distance of 692.25 feet; thence S13°36'W, a distance of 570.10 feet; thence S04°24'E, a distance of 328.35 feet; thence along the north bank of the Tongue River for a distance of 587.65 feet with a bearing of N78°57'W; thence N0°28'W along the West boundary of line of Section 24, a distance of 771.60 feet to the point of beginning, containing 11.442 acres, more or less.

A parcel of land lying in the West½SW¼ of Section 24, Township 57 North, Range 86 West, 6th Principal Meridian, Sheridan County, Wyoming said parcel being more particularly described as follows:

Commencing at the west quarter corner of said Section 24, thence S20°53'20"E, a distance of 1572.70 feet to the POINT OF BEGINNING of the herein described parcel, said point being on the east line of a tract of land described in Book 334 of Deeds, Page 18; thence S04°11'54"E, a distance of 92.41 feet to a point; thence S19°57'08"E, a distance of 214.01 feet to a point; thence S50°16'59"W, a distance of 102.61 feet to the southeast corner of said tract described in Book 334 of Deeds, Page 18; thence N04°16'55"W, a distance of 328.11 feet along the east line of said tract to the POINT OF BEGINNING;

Said parcel containing 33,314.83 Sq. Ft., more or less.

Basis of Bearings is Wyoming State Plane, East Central Zone.

EXHIBIT "C"

An access and utility easement being a strip of land twenty feet (20') wide situated in the SW¼NW¼ and the NW¼SW¼ of Section 24, Township 57 North, Range 86 West, 6th Principal Meridian, Sheridan County, Wyoming; the west line of said strip being more particularly described as follows:

Beginning at the intersection of the west line of said Section 24 and the south line of State Highway No. 14; thence along the west line of said SW¼NW¼ to the northwest corner of said NW¼SW¼; thence along the west line of said NW¼SW¼ to the northwest corner of a tract of land described in Book 344 of Deeds, Page 628, said point being S0°17'23"E (S0°28'E-Record), 910.96 feet (891.4-Record) from said northwest corner of the NW¼SW¼.

Basis of Bearings is Wyoming State Plane, East Central Zone.

RECORDED DECEMBER 17, 1996 BK 383 PG 459 NO 244223 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

TOD M. OLSON, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **LAWRENCE G. GILL III, and BRIDGETTE M. GILL, husband and wife, as tenants by the entirety,** whose address is 1687 Meadowlark Lane, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Exhibit "A"

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS my hand this 17th day of DECEMBER, 1996.

Tod M. Olson

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Tod M. Olson this 17th day of December, 1996.

Witness my hand and official seal.

CAROLYN A. BYRD - NOTARY PUBLIC
County of Sheridan
State of Wyoming

Notary Public

My Commission Expires July 25, 1999

EXHIBIT "A"

A tract of land situated in the NE¼SE¼ and in the NW¼SE¼ of Section 12, Township 53 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears N 32°40'34" W a distance of 2277.28 feet from the Southeast corner of said Section 12; thence N 85°32'40" W for a distance of 237.15 feet; thence N 45°00'00" E for a distance of 234.08 feet; thence N 0°18'47" E for a distance of 187.5 feet to a point in the center of North Piney Creek; thence along the centerline of North Piney Creek for the following courses and distances, S 55°08' E for a distance of 31.69 feet; thence S 30°15' E for a distance of 55.0 feet; thence S 41°06'30" E for a distance of 29.85 feet; thence leaving the centerline of said Creek on a bearing of S 0°41'50" W for a distance of 283.34 feet to the point of beginning.

Recording requested by:

And when recorded mail to:

RECORDED DECEMBER 18, 1996 BK 383 PG 461 NO 244270 RONALD L. DAILEY, COUNTY CLERK

TAR PREFERRED MORTGAGE CORPORATION
23722 Birtcher Drive
Lake Forest, CA 92630

Loan Number: 21404887

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REQUEST FOR SPECIAL NOTICE

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust Recorded 12/6/93 as instrument No.BOOK 314, PAGE 423, in Book _____, Page ____, Official Records of SHERIDAN County, WYOMING as affecting herein described property, executed by ROLLAND H ZEMPEL AND SHARON K. ZEMPEL as Trustor in which FIRST INTERSTATE BANK OF COMMERCE is named as Beneficiary, and as Trustee, be mailed to TAR PREFERRED MORTGAGE CORPORATION, 23722 BIRTCHER DRIVE, LAKE FOREST, CA 92630 describing land therein as:
LOT 8, EXCEPT THE SOUTH 30 FEET, BLOCK 1, RIDGE ACRES ESTATES SUBDIVISION, SHERIDAN COUNTY, WYOMING, AS RECORDED IN BOOK 1 OF PLATS, PAGE 225.
A.P.N. 12606

Dated: December 10, 1996

T.A.R. PREFERRED MORTGAGE CORPORATION
a California Corporation

By: _____
TAMMY HANNEMAN
Authorized Signer

STATE OF CALIFORNIA)
COUNTY OF ORANGE)Ss.

On 12/10/96 before me, the undersigned Notary Public, personally appeared TAMMY HANNEMAN 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 _____
BETH OWENS

BETH OWENS
Comm. # 1063348
NOTARY PUBLIC - CALIFORNIA
Orange County
My Comm. Expires June 28, 1999

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RECORDED DECEMBER 18, 1996 BK 383 PG 462 NO 244276 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

WILLIAM J. DONNELLY, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **LARRY JAMES GREENWOOD and KALLEEN GREENWOOD, husband and wife, as tenants by the entirety,** whose address is 1471 Warren Avenue, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 9 and the South 7 feet of Lot 10, Block 2, Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 16th day of December, 1996.

William J. Donnelly

William J. Donnelly

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by William J. Donnelly this 16th day of December, 1996.

Witness my hand and official seal.

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires May 22, 2000

Barbara J. Jones

Notary Public

My Commission Expires May 22, 2000

RECORDED DECEMBER 18, 1996 BK 383 PG 463 NO 244320 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

BRIAN A. MacCARTY and LUCINDA L. MacCARTY, husband and wife, Grantors, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, convey and warrant to **GILT EDGE MINING CORPORATION**, a Delaware corporation authorized to do business in Wyoming, Grantee, whose address is P. O. Box 578, Big Horn, Wyoming 82833, the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

A tract of land situated in the NE¼ of Section 28, Township 55 North, Range 84 West of the 6th Principal Meridian, Sheridan County, Wyoming, being described as follows:

Beginning at a point in the centerline of the Big Horn-Sheridan Lower County Road, said point being the East Quarter corner of Section 28; thence along the East line of said NE¼, N.0°17'13"E. 656.78 feet to a point on a fenceline being the terminus of the above County Road; thence, N.48°50'30"W. 1370.17 feet to a point; thence S.0°08'47"W. 39.64 feet to a point; thence S. 81°34'30"W. 516.00 feet to a point; thence N.04°34'36"W. 528.90 feet to a point; thence N.89°09'14"E. 262.17 feet to a point on the East line of the NW¼NE¼ of said Section 28; thence along said East line N.0°10'51"W. 664.73 feet to the NE corner of said NW¼NE¼; thence along the North line of said NW¼NE¼ S.89°57'54"W. 1334.20 feet to the North Quarter corner of said Section 28; thence along the West line of said NE¼ S.0°38'44"E. 6655.10 feet to the SW corner of said NE¼; thence along the South line of said NE¼ N.89°38'13"E. 2625.34 feet to the point of beginning.

EXCEPTING that portion conveyed to Earl R. Israel, Jr. and Kathleen S. Israel by Warranty Deed recorded April 18, 1968 in Book 164 of Deeds, Page 314.

TOGETHER with all improvements situate thereon and all water, water rights, ditches and ditch rights thereunto belonging.

TOGETHER with all water and water rights, ditch and reservoir rights adjudicated thereto.

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SUBJECT to all exceptions, reservations, rights-of-way, easements, covenants, restrictions and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 18 day of December, 1996.

Brian A. MacCarty
BRIAN A. MacCARTY

Lucinda L. MacCarty
LUCINDA L. MacCARTY

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 18 day of December, 1996, by Brian A. MacCarty and Lucinda L. MacCarty, husband and wife, Grantors.

WITNESS my hand and official seal.

Tom Kinnison
Notary Public

My Commission Expires: 12/14/99.

TOM KINNISON NOTARY PUBLIC COUNTY OF SHERIDAN - STATE OF WYOMING MY COMMISSION EXPIRES DEC 14, 1999

RECORDED DECEMBER 18, 1996 BK 383 PG 465 NO 244321 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

BRIAN A. MacCARTY and LUCINDA L. MacCARTY, husband and wife, Grantors, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, convey and quitclaim to **GILT EDGE MINING CORPORATION**, a Delaware corporation authorized to do business in Wyoming, Grantee, whose address is P. O. Box 578, Big Horn, Wyoming 82833, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Parcel No. 1

A parcel of land situated in the NW¼SE¼ of Section 28, T55N, R84W, Sheridan County, Wyoming being more particularly described as follows:

Beginning at a point, said point being the NW corner of said NW¼SE¼; Thence, along the west line of said NW¼SE¼, S0°38'44"E 29.43 feet to a point at a fence corner; Thence, along a fenceline, N89°26'19"E 1312.50 feet to a point on the east line of said NW¼SE¼; Thence, along said east line, N0°15'55"W 24.89 feet to the NE corner of said NW¼SE¼; Thence, along the north line of said NW¼SE¼, S89°38'13"W 1312.67 feet to the point of beginning.

Said parcel contains 0.82 acres more or less.

Parcel No. 2

A parcel of land situated in the NE¼SE¼ of Section 28, T55N, R84W, Sheridan County, Wyoming being more particularly described as follows:

Beginning at a point, said point being the NW corner of said NE¼SE¼; Thence, along the west line of said NE¼SE¼, S0°15'55"E 24.89 feet to a point lying on a east-west fenceline; Thence, along said fenceline N89°26'19"E 1288.73 feet to a point, said point being at a fence corner on the west right-of-way line of Big Horn to Sheridan Lower County Road; Thence, N89°26'19"E 23.80 feet to a point on the centerline of said county road, said point being on the east line of said NE¼SE¼; Thence, along said centerline N0°07'12"E 20.36 feet to the east quarter corner of said Section 28;

Thence, along the north line of said NE¼SE¼ S89°38'13"W 1312.67 feet to the point of beginning.

Said parcel contains 0.68 acres more or less.

Basis of bearings are True North.

TOGETHER with all improvements situate thereon and all water, water rights, ditches and ditch rights thereunto belonging.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 18 day of December, 1996.

Brian A. MacCarty
BRIAN A. MacCARTY

Lucinda L. MacCarty
LUCINDA L. MacCARTY

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 18 day of December, 1996, by Brian A. MacCarty and Lucinda L. MacCarty, husband and wife, Grantors.

WITNESS my hand and official seal.

Tom Kinnison
Notary Public

TOM KINNISON NOTARY PUBLIC COUNTY OF SHERIDAN, STATE OF WYOMING

My Commission Expires: 12/14/99

RECORDED DECEMBER 18, 1996 BK 383 PG 467 NO 244322 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JEFFREY SANDERS and CONNIE J. SANDERS, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **SHANNA M. SHUMAKER,** whose address is 1833 Frackelton, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot Three (3), Block Thirteen (13), Wyoming Mutual Investment Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 17th day of December, 1996.

Jeffrey Sanders

Connie J. Sanders

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Jeffrey Sanders and Connie J. Sanders this 17th day of December, 1996.

Witness my hand and official seal.

Elaine Abraham
Notary Public

My Commission Expires 6-2-2000

ELAINE ABRAHAM - NOTARY PUBLIC
County of Big Horn
State of Wyoming
My Commission Expires June 2, 2000

RECORDED DECEMBER 18, 1996 BK 383 PG 468 NO 244324 RONALD L. DAILEY, COUNTY CLERK

PERSONAL REPRESENTATIVE'S DEED

This Personal Representative's Deed is made and executed this 18th day of December, 1996, by and among Stephen L. Grimshaw of Sheridan, Wyoming, the Personal Representative of the Estate of Richard Lee Bencoach, deceased, herein sometimes referred to as "Grantor" and Stephen L. Grimshaw, herein sometimes referred to as "Grantee", whose address is: 1465 Bowman, Sheridan, WY 82801.

WITNESSTH, that:

WHEREAS, Richard Lee Bencoach died intestate in Sheridan County, Wyoming, on or about May 12, 1996, and the Grantor was appointed the Personal Representative of the Estate of Richard Lee Bencoach, on May 30, 1996, and Letters of Administration were duly issued by the Clerk of the District Court in and for the Fourth Judicial District, Sheridan, Wyoming, to the Grantor naming the Grantor as the Personal Representative of the Estate of Richard Lee Bencoach, Deceased, Probate No. P96-5-50, Fourth Judicial District, Sheridan County, Wyoming; and

WHEREAS the Deceased left two heirs, Roy C. Bencoach and Ralph Bencoach, each having assigned their rights and interest in the real property of the Estate to the Personal Representative, Stephen L. Grimshaw.

WHEREAS the Decree of Distribution signed on December 16, 1996 set over onto Stephen L. Grimshaw the property assigned to Stephen L. Grimshaw by Roy C. Bencoach and Ralph Bencoach.

NOW, THEREFORE, in consideration of the intestacy laws for the State of Wyoming, Grantor hereby sets over onto the Grantee in fee simple his heirs, successors and assigns, the following described property more particularly described as follows:

> Lots 5 and 6 of Block 5 of the Dana Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon.

Together with all appurtenances thereto and subject to all restrictions, reservations and rights-of-way of record, and all of the Estate, right title, interest, property, possession, claims, and demand whatsoever both in law and equity, which Richard Lee Bencoach, deceased, had in his lifetime and at the time of his death, and which the Grantor has, by law, or otherwise, of, in and to the above-granted premises, and every part and parcel thereof, with all appurtenances thereto.

TO HAVE AND TO HOLD all the above-granted premises, together with all appurtenances thereto, and every part thereof, unto the Grantee, his heirs, successors and assigns forever.

The Grantor, for itself, executors, and administrators, agrees with the Grantee that he is lawfully appointed Personal Representative of the Estate of Richard Lee Bencoach, deceased, and has full power and authority to convey as aforesaid. And the Personal Representative does further covenant that he has in all respects made this conveyance pursuant to the intestacy laws of the State of Wyoming, made in the Matter of the Estate of Richard Lee Bencoach, deceased, Probate P96-5-50, Fourth Judicial District, Sheridan, Wyoming, and that he has not done or suffered any act since he became the Personal Representative as aforesaid whereby the above-granted premises, or any part thereof, are

now, or at any time hereafter, shall or may be impeached, charged, or encumbered in any manner whatsoever.

IN WITNESS WHEREOF, STEPHEN L. GRIMSHAW, the Personal Representative of the Estate of Richard Lee Bencoach, has executed this Personal Representative's Deed at Sheridan, Wyoming, on the day and year first above written.

Stephen L. Grimshaw as personal Representative of the Estate of Richard Lee Bencoach

STEPHEN L. GRIMSHAW
Personal Representative of the
Estate of Richard Lee Bencoach

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The within and foregoing Personal Representative's Deed was acknowledged before me this 18th day of December, 1996, by Stephen L. Grimshaw, known to me to be the Personal Representative of the Estate of Richard L. Bencoach, and who acknowledged before me that she executed the within and foregoing instrument as the free act and deed of the Personal Representative of the Estate of Richard Lee Bencoach, deceased.

WITNESS whereof I hereunto set my hand and official seal.

MELISSA G. KELSEY - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires October 1, 2000

My Commission Expires

Melissa G. Kelsey
Notary Public

RECORDED DECEMBER 18, 1996 BK 383 PG 472 NO 244325 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

DOROTHY C. WING, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **STEPHEN W. KENYON and JANEY WING KENYON, husband and wife, as tenants by the entirety,** whose address is 9 Campbell Lane, Story, WY 82842, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 2 of the Campbell Estates Subdivision.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats Page 316.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 18th day of December, 1996.

Dorothy C. Wing

Dorothy C. Wing

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Dorothy C. Wing this 18th day of December, 1996.

Witness my hand and official seal.

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires May 22, 2000

Barbara J. Jones

Notary Public

My Commission Expires May 22, 2000

CERTIFIED COPY

RECORDED DECEMBER 19, 1996 BK 383 PG 473 NO 244333 RONALD L. DAILEY, COUNTY CLERK

IN THE DISTRICT COURT IN AND FOR SHERIDAN COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF	)	
	)	
MARIE M. FUGATE COLLINS,	)	Probate No. P96-[illegible]
	)	
Deceased.	)	

Filed in the Office of the Clerk of the District Court of Sheridan County, Wy.

DEC 13 1996

Clerk of Court

By [signature] Deputy

DECREE APPROVING PARTIAL DISTRIBUTION OF CASH AND MINERAL INTERESTS; ORDER AUTHORIZING SALE OF COIN COLLECTION; AND ORDER AUTHORIZING PARTIAL PAYMENT OF ATTORNEY'S FEES

MOLLY JEWELL WHITE OMO, Personal Representative of the above-captioned estate, having filed her Petition for Partial Distribution of Cash and Mineral Interests; Petition for Sale of Coin Collection; and Petition for Partial Payment of Attorney's Fees, and the Court being duly and fully advised in the premises, finds:

1.

Decedent died on the 24th day of July, 1996, in the City of Billings, in the County of Yellowstone, in the State of Montana. Upon the date of death, decedent was a resident of Sheridan County, in the State of Wyoming.

2.

The Last Will and Testament of the decedent was admitted to probate on August 1, 1996. Molly Jewell White Omo was thereafter appointed as Personal Representative; that no bond was required of said Personal Representative under the terms of the Will.

Decedent's mineral interests were devised and bequeathed unto Lois Collins Strand, which mineral interests are more particularly described as follows:

Tract 1:

An undivided one-fourth (1/4) interest in and to all oil, gas, fissionable minerals and materials, and all other minerals (except coal) in and under, and that may be produced, from the following described lands situate in Sheridan County, Wyoming, to-wit:

TOWNSHIP 55 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #37: originally described as follows: (T56N-R77W), Sec. 35: SESE; (T55N-R77), Sec. 2: Lot 1(40.31), SENE, NESE and containing in all 160.31 acres, more or less

Resurvey Tract #39: composed of the following sub-tracts: Tracts 39A(39.11), 39B(39.11), 39C(39.07), 39D(39.07) and containing in all 156.36 acres, more or less.

Section 15: Lot 1(38.36), Lot 2(26.42), Lot 3 (18.13), Lot 5(34.12), Lot 6(27.01), Lot 8(12.02) and containing in all 156.06 acres, more or less.

TOWNSHIP 56 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #95: originally described as follows: Sec. 35: E/2NW, E/2SW and containing in all, 160.00 acres, more or less.

Resurvey Tract #96: originally described as follows: Sec. 35: E/2NE, N/2SE and containing in all, 160.00 acres, more or less.

Containing 792.73 gross and 198.1825 net mineral acres, more or less.

Tract 2:

An undivided one-fourth (1/4) interest in and to all oil, gas, coal, fissionable minerals and materials, and all other minerals, in and under, and that may be produced, from the following described lands situate in Sheridan County, Wyoming, to-wit:

TOWNSHIP 55 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #40: originally described as follows: Sec. 2: SWNE, NWSE, Lot 2(40.36), Lot 3(40.40); and containing in all 160.76 acres, more or less.

TOWNSHIP 56 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #86: only that part or portion of said tract described as follows: Commencing at Corner 5 of Tract No. 86 on the plat of resurvey of T56N-R77W, thence running South 89 degrees 28' West 19.90 chains to Corner No. 4 of said tract; thence South 32' East 19.46 chains to Corner No. 3 of said tract; thence North 89 degrees 28' East 19.90 chains to a point on the South line of said tract; thence North 32' West to the point of beginning and containing 40 acres, more or less.

Containing 200.76 gross and 50.19 net mineral acres, more or less.

Tract 3:

An undivided one-eighth (1/8) interest in and to all oil, gas, coal, fissionable minerals and materials, and all other minerals, in and under, and that may be produced, from the following described lands situate in Sheridan County, Wyoming, to-wit:

TOWNSHIP 55 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #48: originally described as follows: Sec. 10: SENE, NESE; Sec. 11: SWNW, NWSW and containing in all 160.00 acres, more or less.

Containing 160.00 gross and 20.00 net mineral acres, more or less.

Decedent's residuary estate was devised and bequeathed unto the following distributees:

NAME	DISTRIBUTIVE SHARE
Olive Fugate White (a/k/a Olive Fugate Heath)	1/6
Betty Fugate Cosman	1/6
James Sylvester Fugate	1/6
Molly Jewell White Omo	1/6
Eugene Dair Hoiten	1/2 of 1/6
Mickey Dee Badget Foss) Will Dean Badget)	1/2 of 1/6 share and share alike
Trula Fugate Heath (Deceased):	1/6

- Children of Trula Fugate Heath to inherit Trula's distributive share, as follows:

  1. Charles Heath

  2. Darloe Heath

  3. Robert Heath (Deceased): (Robert's children to inherit Robert's distributive share, to-wit:)

     a. Kathy Heath

     b. Susan Heath

     c. Terry Heath

4.

The time for filing claims expired November 30, 1996. Although thirty (30) days have not elapsed, all creditors have been paid in full and sufficient assets will be retained in the estate to pay any remaining creditors.

5.

All city, county and municipal taxes legally levied and assessed have been paid. No inheritance taxes are due and payable unto the State of Wyoming and no federal estate tax is due and payable to the United States Treasury. Decedent's fiduciary income tax return will be filed by the Personal Representative and the tax paid with respect thereto.

6.

Decedent's coin collection cannot be fairly apportioned and divided among the residuary beneficiaries. Therefore, to effect distribution of the estate and, in the best interest of the estate, Molly Jewell White Omo has offered to purchase the coin collection at the appraised value of Five Hundred Eighty-Four Dollars and Sixty-Seven Cents ($584.67). The purchase offer should be ratified, approved and confirmed by the Court.

7.

Petitioner has received assets totaling Two Hundred Seventy-One Thousand Two Hundred Forty Dollars and Eleven Cents ($271,240.11), plus accretions to the estate to date totaling Four Thousand One Hundred Seventy-Seven Dollars and Fifty-Eight Cents ($4,177.58), or a total of Two Hundred Seventy-Five Thousand Four

Hundred Seventeen Dollars and Sixty-Nine Cents ($275,417.69). Disbursements have been made by the Personal Representative for payment of outstanding bills, creditors' claims, and costs of administration of the estate totaling Five Thousand Four Hundred One Dollars and Twenty-One Cents ($5,401.21). A detailed accounting of receipts and disbursements has been filed in the probate proceedings.

8.

An Inventory of Assets and Report of Appraisal has been filed herein setting forth a complete inventory of assets with appraised values.

9.

The firm of Davis & Cannon, as attorneys of record for the estate, is entitled to attorney's fees for ordinary services rendered to the estate, pursuant to Wyo. Stat. (1977), § 2-7-804(a). Based upon the value set forth in the Inventory and Appraisement of this estate, plus accretions to the estate to date, Davis & Cannon is entitled to ordinary fees in the amount of Five Thousand Eight Hundred Fifty-Eight Dollars and Thirty-Five Cents ($5,858.35). In addition thereto, there are certain out-of-pocket expenses incurred by the attorneys in connection with the administration of the estate, said costs totaling Two Hundred Sixty-Nine Dollars and 95/100 ($269.95). The attorneys respectfully request a partial payment of attorney's fees be made by the Personal Representative in the amount of Three Thousand Dollars ($3,000), plus payment of costs to date in the amount of

Two Hundred Sixty-Nine Dollars and 95/100 ($269.95).

10.

The convenience and needs of the beneficiaries of the decedent would be served, and the interests of no other person would be affected adversely, by the present distribution of the mineral interests to Lois Collins Strand and a cash distribution of One Hundred Fifty-Thousand Dollars ($150,000) to the residuary beneficiaries.

11.

The balance of cash in the estate, after payment of the above-stated partial distributions and attorney's fees and costs, in the amount of One Hundred Thirteen Thousand One Hundred Sixty-Six Dollars amd Thirty-Nine Cents ($113,166.39), plus accruing interest and dividends, should be retained to assure the continued solvency of the probate estate and to be used for payment of costs of administration.

IT IS HEREBY ORDERED and confirmed by the Court that as of the date of death of the decedent the following mineral interests situate in Sheridan County, Wyoming, more particularly described as follows, to-wit:

Tract 1:

An undivided one-fourth (1/4) interest in and to all oil, gas, fissionable minerals and materials, and all other minerals (except coal) in and under, and that may be produced, from the following described lands situate in Sheridan County, Wyoming, to-wit:

TOWNSHIP 55 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #37: originally described as follows: (T56N-R77W), Sec. 35: SESE; (T55N-R77), Sec. 2: Lot 1(40.31), SENE, NESE and containing in all 160.31 acres, more or less

Resurvey Tract #39: composed of the following sub-tracts: Tracts 39A(39.11), 39B(39.11), 39C(39.07), 39D(39.07) and containing in all 156.36 acres, more or less.

Section 15: Lot 1(38.36), Lot 2(26.42), Lot 3 (18.13), Lot 5(34.12), Lot 6(27.01), Lot 8(12.02) and containing in all 156.06 acres, more or less.

TOWNSHIP 56 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #95: originally described as follows: Sec. 35: E/2NW, E/2SW and containing in all, 160.00 acres, more or less.

Resurvey Tract #96: originally described as follows: Sec. 35: E/2NE, N/2SE and containing in all, 160.00 acres, more or less.

Containing 792.73 gross and 198.1825 net mineral acres, more or less.

Tract 2:

An undivided one-fourth (1/4) interest in and to all oil, gas, coal, fissionable minerals and materials, and all other minerals, in and under, and that may be produced, from the following described lands situate in Sheridan County, Wyoming, to-wit:

TOWNSHIP 55 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #40: originally described as follows: Sec. 2: SWNE, NWSE, Lot 2(40.36), Lot 3(40.40); and containing in all 160.76 acres, more or less.

TOWNSHIP 56 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #86: only that part or portion of said tract described as follows: Commencing at Corner 5 of Tract No. 86 on the plat of resurvey of T56N-R77W, thence running South 89 degrees 28' West 19.90 chains to Corner No. 4 of said tract; thence South 32' East 19.46 chains to Corner No. 3 of said tract; thence North 89 degrees 28' East 19.90 chains to a point on the South line of said tract; thence North 32' West to the point of beginning and containing 40 acres, more or less.

Containing 200.76 gross and 50.19 net mineral acres, more or less.

Tract 3:

An undivided one-eighth (1/8) interest in and to all oil, gas, coal, fissionable minerals and materials, and all other minerals, in and under, and that may be produced, from the following described lands situate in Sheridan County, Wyoming, to-wit:

TOWNSHIP 55 NORTH, RANGE 77 WEST, 6TH P.M.

Resurvey Tract #48: originally described as follows: Sec. 10: SENE, NESE; Sec. 11: SWNW, NWSW and containing in all 160.00 acres, more or less.

Containing 160.00 gross and 20.00 net mineral acres, more or less.

did descend and vest in **LOIS COLLINS STRAND**.

IT IS FURTHER ORDERED that the sale of decedent's coin collection unto Molly Jewell White Omo for the appraised value of Five Hundred Eighty-Four Dollars and Sixty-Seven Cents ($584.67) be, and the same hereby is, ratified, approved, and confirmed by the Court.

IT IS FURTHER ORDERED by the Court that cash in the amount of One Hundred Fifty Thousand Dollars ($150,000) be, and the same hereby is, distributed and paid over unto decedent's residuary beneficiaries as follows:

NAME	DISTRIBUTIVE SHARE	AMOUNT
Olive Fugate White (a/k/a Olive Fugate Heath)	1/6	$ 25,000.00
Betty Fugate Cosman	1/6	25,000.00
James Sylvester Fugate	1/6	25,000.00
Molly Jewell White Omo	1/6	25,000.00
Eugene Dair Hoiten	1/2 of 1/6	12,500.00
Mickey Dee Badget Foss)	1/2 of 1/6 share and	6,250.00
Will Dean Badget)	share alike	6,250.00
Trula Fugate Heath (Deceased):	1/6	
- Children of Trula Fugate Heath to inherit Trula's distributive share, as follows:		
1. Charles Heath		8,333.33
2. Darloe Heath		8,333.33
3. Robert Heath (Deceased): (Robert's children to inherit Robert's distributive share, to-wit:)		
a. Kathy Heath		2,777.78
b. Susan Heath		2,777.78
c. Terry Heath		2,777.78

IT IS FURTHER ORDERED by the Court that the attorneys for the estate, the firm of Davis & Cannon, be, and it hereby is, allowed partial fees totaling Three Thousand Dollars ($3,000), plus out-of-pocket expenses in the administration of the estate, said costs now being Two Hundred Sixty-Nine Dollars and 95/100 ($269.95).

DONE in Open Court this 13 day of December, 1996.

ORIGINAL SIGNED BY JOHN C. BRACKLEY

DISTRICT JUDGE

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.
Witness this 13th day of Dec., 1996
DORIS KOROLD, Clerk
By Dana Anderson, Deputy

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CERTIFIED COPY

RECORDED DECEMBER 19, 1996 BK 383 PG 484 NO 244350 RONALD L. DAILEY, COUNTY CLERK

IN THE DISTRICT COURT IN AND FOR SHERIDAN COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF ALFRED JAMES SLEEP, Deceased.	)	Probate No. P96-7-71

No.
Filed in the Office of the Clerk of the District Court of Sheridan County, WY.

DEC 17 1996

Clerk of Court

By _____ Deputy

DECREE OF FINAL DISTRIBUTION

The above-entitled matter came on this day to be heard upon the Final Report, Accounting and Petition for Distribution filed in this matter by Doris Sleep, Personal Representative for the Alfred James Sleep Estate, the Court finds as follows:

1. Alfred James Sleep died July 8, 1996, and at the time of his death was a resident of Sheridan County, Wyoming.

2. The decedent died intestate. An Order Appointing Administrator was entered August 1, 1996, wherein Doris Sleep was appointed the Personal Representative. The Personal Representative thereupon duly qualified and entered upon the duties of her office and has not since been discharged.

3. Letters of Administration were issued to Doris Sleep, and the Personal Representative caused to be published in the Sheridan Press, a newspaper of general circulation printed and published in Sheridan County, Wyoming, a Notice of Probate, the first publication having been made on August 13, 1996; due proof of publication by Affidavit of the legal clerk of said newspaper has been filed in the records of the Estate by this Court. With the exception of the attorney fees and the costs of administration, all of decedent's debts have been paid.

4. On August 15, 1996, the Personal Representative filed with the Court a Petition for Court Approval to Sell Real Property, described as a 1987 Chrysler LeBaron to Bob McVay. An Order Approving Sale of Real Property of the 1987 Chrysler LeBaron was entered August 22, 1996.

5. The Personal Representative filed with the Court a true and correct Estate Inventory and Appraisal on November 1, 1996, with a value at the time of Alfred James Sleep's death of $93,314.77.

6. According to the Wyoming laws of intestate succession, the heirs-at-law of Alfred James Sleep are as follows:

BADLEY & RASMUSSEN, P.C.
Attorneys at Law
P. O. Box 648
Sheridan, WY 82801-0648
(307) 672-5878 - FAX (307) 672-0213

Doris Sleep, wife (adult)
4456 Coffeen Avenue
Sheridan, WY 82801

Jessie Karen Sleep, daughter (adult)
840 North Spruce, #137
Rapid City, SD 57701

James Dale Sleep, son (adult)
c/o Joe Cardinal
3538 Partridge Lane
Casper, WY 82604

Jeremy Wade Sleep, son (adult)
c/o Doris Sleep
4456 Coffeen Avenue
Sheridan, WY 82801

7. That on file herein are Assignments and Transfers of Beneficiary Interest in Decedent's Estate/Waiver of Disclaimer Rights signed by Jessie Karen Sleep, James Dale Sleep and Jeremy Wade Sleep, the adult children of decedent, assigning, giving and transferring all their right title and interest in their share of the Alfred James Sleep Estate, as heirs, legatees, devisees or otherwise, to their mother Doris Sleep.

8. No United States Estate Tax Return was filed, no tax due the Federal Government nor the State of Wyoming as shown by the Certificate of No Tax Due on file herein.

9. Attached to the Final Report, Accounting and Petition for Distribution as Schedule A is a true, accurate and complete accounting of all the assets, cash receipts and cash disbursements by the Personal Representative in this estate.

10. The attorney for the estate has rendered all the services normally required in an estate of this kind and size; that the fee for such ordinary services, as computed for this estate pursuant to Wyoming Statute §2-7-803(a), for the total amount accounted for, is the sum of $2,216.29, plus costs of administration in the sum of $252.11, less retainer paid, for a total amount due of $2,218.40.

11. The Personal Representative has rendered all the services normally required in an estate of this kind and size but has elected to waive her fee.

12. After payment of the attorney fees and costs of administration, all right, title and interest in the estate:

1) 1989 Mercury Tracer, VIN 3MABM1252KR639592
2) 1976 Ford 3/4 ton pickup, VIN F26YRC 32 910
3) 1985 stock trailer, VIN 11WDS1224FW130435
4) 1991 Hyundai 4-door sedan, VIN KMHVF12J7MU446267
5) 1983 Ford 4x4 pickup, VIN 1FTEF14YXDPA23518
6) 1989 Mercury 2-door hatchback, VIN 3MABM115XKR647859
7) 1944 GMC truck, VIN 4 262 501
8) 1967 Mercury Cougar 2-door hardtop, VIN 7F93A 570382
9) 1981 Honda Goldwing, VIN 1HFSC0206BA123849
10) 1994 flatbed trailer, VIN 4GBF16241R1001470
11) 1989 Ford Mustang convertible, VIN 1FABP45E4KF241453
12) 1986 Chevy 4-door station wagon, VIN 1G1BN35Y5GX151176

13) 1985 Pontiac Sunbird convertible, VIN 1G2JC6708F7538597
14) 1985 Ford pickup, VIN 1FTEX15Y8FKA40085
15) 1981 Datsun/Nissan pickup, VIN JN6SD06S6BW006582
16) 1987 Chrysler LeBaron, VIN 1C3CJ41K9HG212047

17) First Interstate Bank Account No. 20206777

18) Real property located at 500 Avoca Avenue, Sheridan, WY, described as follows:

A tract of land situated in the S½NW¼ of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, described as follows:

Beginning in the East line of Sheridan Avenue, at a point which is 240 feet North of the point in the South line of said S½NW¼, intersected by said East line of Sheridan Avenue, thence East parallel to said South line of said S½NW¼, a distance of 143.1 feet to a point which is 481.2 feet, more or less, West and 240 feet North of the point where said South line of said S½NW¼ intersects the center line of Avoca Avenue; thence North parallel to the East line of Sheridan Avenue to the Southerly line of Avoca Avenue; thence Northwesterly along said Southerly line of Avoca Avenue to the East line of Sheridan Avenue; thence South to the point of beginning.

should be distributed to Doris Sleep pursuant to the Assignments and Transfer of Beneficiary Interest in Decedent's Estate/Waiver of Disclaimer Rights signed by Jessie Karen Sleep, James Dale Sleep and Jeremy Wade Sleep on file herein.

13. On December 3, 1996, Notice of Final Settlement was filed by the Personal Representative. The Court entered its Order Setting Time for Final Settlement on December 16, 1996. No objections were filed, and the Court finds that a Decree of Distribution should be entered approving the Final Report, Accounting and Petition for Distribution.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Final Report, Accounting and Petition for Distribution, the Decree of Final Distribution, and all acts done and performed in connection with the administration of said Estate are hereby approved and confirmed;

2. After payment of the attorney fees and costs of administration to Badley & Rasmussen, P.C. in the sum of $2,218.40 for their services rendered to the estate, the remainder of the estate, to-wit:

1) 1989 Mercury Tracer, VIN 3MABM1252KR639592
2) 1976 Ford 3/4 ton pickup, VIN F26YRC 32 910
3) 1985 stock trailer, VIN 11WDS1224FW130435
4) 1991 Hyundai 4-door sedan, VIN KMHVF12J7MU446267
5) 1983 Ford 4x4 pickup, VIN 1FTEF14YXDPA23518
6) 1989 Mercury 2-door hatchback, VIN 3MABM115XKR647859
7) 1944 GMC truck, VIN 4 262 501
8) 1967 Mercury Cougar 2-door hardtop, VIN 7F93A 570382
9) 1981 Honda Goldwing, VIN 1HFSC0206BA123849
10) 1994 flatbed trailer, VIN 4GBF16241R1001470
11) 1989 Ford Mustang convertible, VIN 1FABP45E4KF241453
12) 1986 Chevy 4-door station wagon, VIN 1G1BN35Y5GX151176

13) 1985 Pontiac Sunbird convertible, VIN 1G2JC6708F7538597
14) 1985 Ford pickup, VIN 1FTEX15Y8FKA40085
15) 1981 Datsun/Nissan pickup, VIN JN6SD06S6BW006582
16) 1987 Chrysler LeBaron, VIN 1C3CJ41K9HG212047

17) First Interstate Bank Account No. 20206777

18) Real property located at 500 Avoca Avenue, Sheridan, WY, described as follows:

A tract of land situated in the S½NW¼ of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, described as follows:

Beginning in the East line of Sheridan Avenue, at a point which is 240 feet North of the point in the South line of said S½NW¼, intersected by said East line of Sheridan Avenue, thence East parallel to said South line of said S½NW¼, a distance of 143.1 feet to a point which is 481.2 feet, more or less, West and 240 feet North of the point where said South line of said S½NW¼ intersects the center line of Avoca Avenue; thence North parallel to the East line of Sheridan Avenue to the Southerly line of Avoca Avenue; thence Northwesterly along said Southerly line of Avoca Avenue to the East line of Sheridan Avenue; thence South to the point of beginning.

is herewith vested in Doris Sleep.

3. All property hereafter discovered in which the decedent may have had an interest is and shall be vested and distributed to Doris Sleep.

4. Upon Doris Sleep, Personal Representative, filing a Petition for Final Discharge showing the distribution as indicated in the Decree of Final Distribution as set forth above, she shall be discharged and the estate closed.

DONE IN OPEN COURT this 17 day of December, 1996.

ORIGINAL SIGNED BY JOHN C. BRACKLEY

DISTRICT JUDGE

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.
Given this 17 day of Dec 1996
DORIS KOBOLD
By. Kim Slagle Deputy

RECORDED DECEMBER 19, 1996 BK 383 PG 488 NO 244359 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

FIRST INTERSTATE BANK OF COMMERCE, GRANTOR, in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration CONVEY AND QUITCLAIM to LINDA K. ROURKE, of 606 Kendrick, Gillette, Wyoming 82716, all interests in the following described real estate situate in the County of Sheridan, State of Wyoming, to-wit:

The South 210.6 feet of the North 240.6 feet of the East 360 feet in the SW1/4NE1/4 of Section 13, Township 53 North, Range 84 West of the 6th P.M. Sheridan County, Wyoming, together with all improvements situate there on all appurtenances thereunto belonging.

Subject to all easements, restriction and rights-of-way of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming. It is the intent of this deed to pass any after acquired title of GRANTOR.

DATED this 21 day of November, 1996.

First Interstate Bank of Commerce

BY: _____
Vice President & Trust Officer

STATE OF WYOMING)
)
County of Campbell)

The forgoing instrument was acknowledged before me by James A. Dykes, Vice President and Trust Officer of First Interstate Bank of Commerce.

Witness my hand and official seal.

_____
Notary

ESTHER D. MOSER NOTARY PUBLIC MY COMMISSION EXPIRES APRIL 23, 2000 CAMPBELL COUNTY, WYOMING

My commission expires: April 23, 2000

RECORDED DECEMBER 19, 1996 BK 383 PG 489 NO 244360 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

FIRST INTERSTATE BANK OF COMMERCE, GRANTOR, in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration CONVEY AND QUITCLAIM to LINDA K. ROURKE, of 606 Kendrick, Gillette, Wyoming 82716, all interests in the following described real estate situate in the County of Sheridan, State of Wyoming, to-wit:

A tract of land situate in the SW1/4NE1/4 of Section 13, Township 53 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming described as follows:

Beginning at a point 445.6 feet south of the northeast corner of said SW1/4NE1/4, thence West 360 feet, thence North 205 feet, thence East 360 feet, and thence South 205 feet, to the point of beginning, together with all improvements situate thereon and all appurtenances appertaining thereto.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming. It is the intent of this deed to pass any after acquired title of GRANTOR.

DATED this 21 day of November, 1996.

First Interstate Bank of Commerce

BY: _____
Vice President & Trust Officer

STATE OF WYOMING)
)ss.
County of Campbell)

The forgoing instrument was acknowledged before me by James A. Dykes, Vice President and Trust Officer of First Interstate Bank of Commerce.

Witness my hand and official seal.

_____
Notary

My commission expires: April 23, 2000

ESTHER D. MOSER NOTARY PUBLIC MY COMMISSION EXPIRES APRIL 23, 2000 CAMPBELL COUNTY, WYOMING

RECORDED DECEMBER 19, 1996 BK 383 PG 490 NO 244386 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

MARK J. FERRIES and COLLEEN A. FERRIES, husband and wife, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **S & T LEASING, a Wyoming Partnership**, grantee, whose address is 307 W. Burkitt, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 7 and 8, Block 3, Kilbourne Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 16th day of December, 1996.

Mark J. Ferries
MARK J. FERRIES

Colleen A. Ferries
COLLEEN A. FERRIES

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by MARK J. FERRIES and COLLEEN A. FERRIES, this 16th day of December, 1996.

WITNESS my hand and official seal.

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires May 22, 2000

Barbara J. Jones
NOTARY PUBLIC

My Commission Expires: 05/22/00

RECORDED DECEMBER 19, 1996 BK 383 PG 491 NO 244388 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

EDITH M. BROKAW, a single person, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO **ROBERT DAVID CARTER and JANET Z. CARTER, husband and wife, as tenants by the entireties with full right of survivorship,** grantees, whose address is 440 Highland Avenue, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 1 and 2, Block 13, Highland Park Second Addition, to the Town, now City of Sheridan, Sheridan County, State of Wyoming.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS my hand this 16th day of December, 1996.

Edith M. Brokaw
EDITH M. BROKAW

By: Connie L. Krezelok Atty in fact
CONNIE L. KREZELOK,
Attorney-in-fact for EDITH M. BROKAW

STATE OF WYOMING)
: SS.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by CONNIE L. KREZELOK, who acknowledged herself to be attorney-in-fact for EDITH M. BROKAW and acknowledged that she executed the same as the act of her principal for the purposes therein contained.

WITNESS my hand and official seal.

E. Marie Wright
NOTARY PUBLIC

My commission expires: 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED DECEMBER 19, 1996 BK 383 PG 492 NO 244391 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

EDWARD E. COX and PEGGY A. COX, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **KYLE G. KOCH and JULIANNE G. KOCH, husband and wife as tenants by the entirety,** whose address is 278 East Ridge Road Sheridan, Wyoming, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Exhibit "A".

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 19 day of December, 1996.

Edward E. Cox

Peggy A. Cox

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Edward E. Cox and Peggy A. Cox this 19 day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires May 19, 1999

LEGAL DESCRIPTION

A tract of land located in the SE¼SE¼ of Section 36, Township 56 North, Range 84 West, and in the SW¼SW¼ of Section 31, Township 56 North, Range 83 West, and in the NW¼NW¼ (Lot 4) of Section 6, Township 55 North, Range 83 West, all of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

> Beginning at the NW corner of said Section 6, T 55 N, R 83 W; thence S 0°05'08"W, 900.36 feet on the west line of said NW¼NW¼ of said Section 6 to a point; thence N 89°29'02"E, 652.58 feet along an existing fence line to a point in the west line of County Road No. 109 (East Ridge Road); thence along said west line N 21°00'05"W, 343.17 feet; thence contunuing along said west line N 18°31'26"W, 231.81 feet; thence continuing along said west line N 13°34'25"W, 261.63 feet; thence continuing along said west line N 21°15'33"W, 133.94 feet; thence continuing along said west line N 40°46'00"W, 138.08 feet; thence continuing along said west line N 41°44'15"W, 387.53 feet to a point on the east line of said SE¼SE¼ of Section 6; thence along said east line S 0°29'06"E, 82.68 feet to a point; thence S 89°40'33"W, 995.12 feet to a point in an existing fence line; thence along said fence line S 14°40'48"W, 347.77 feet to a point on the south line of the SE¼SE¼ of said Section 36; thence N 89°40'33"E, 1086.10 feet to the point of beginning, said tract containing 20 acres, more or less,

said tract being a portion of that tract of land described in Sheridan County Book 360 of Deeds, Page 465.

RECORDED DECEMBER 19, 1996 BK 383 PG 494 NO 244397 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GERALD K. PELESKY and DELORES E. PELESKY, Trustees of the GERALD K. PELESKY TRUST Under Agreement dated October 27, 1995 an undivided one-half interest, and DELORES E. PELESKY and GERALD K. PELESKY, Trustees of the DELORES E. PELESKY TRUST Under Agreement dated October 27, 1995, an undivided one-half interest, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **ROSS ALAN BESSON and BETTY JANE BESSON, husband and wife, as tenants by the entirety,** whose address is 1355 Pioneer Road, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 8 and 9, Block 14, Highland Park Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 19 day of DECEMBER, 1996.

Gerald K. Pelesky, Trustee

Delores E. Pelesky, Trustee

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 19th day of December, 1996, before me personally appeared Gerald K. Pelesky and Delores E. Pelesky, to me personally known, who, being by me duly sworn, did say that they are the Trustees of the Trusts, that this instrument was signed and sealed on behalf of the Trusts, that the Trustees had the authority under the terms of the written trust instrument, and that the Trustees acknowledged the instrument to be the free act and deed of the Trusts.

Witness my hand and official seal.

E. Marie Wright
Notary Public

My Commission Expires 6-18-2000

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CERTIFIED COPY

RECORDED DECEMBER 19, 1996 BK 383 PG 496 NO 244400 RONALD L. DAILEY, COUNTY CLERK

IN THE DISTRICT COURT, FOURTH JUDICIAL DISTRICT
COUNTY OF SHERIDAN, STATE OF WYOMING

In Probate
Docket No. P96-11-129

* * * * * * * * * * * * * * * * * * * *

IN THE MATTER OF THE ESTATE)
)
OF)
)
DOLLIE REGELIN, a/k/a)
Dollie Josephine Regelin,)
)
Deceased.)

No.
Filed in the Office of the Clerk of the
District Court of Sheridan County, WY.
DEC 18 1996
Clerk of Court
By Deputy

DECREE ESTABLISHING THE RIGHT AND TITLE TO REAL PROPERTY

This matter came on for hearing before this Court upon the Application for Decree of Distribution filed herein by Phyllis V. Smith and Ronald Regelin, the sole heirs and distributees of the Estate of Dollie Regelin, a/k/a Dollie Josephine Regelin, deceased, in accordance with Wyo. Stat. Sec. 2-1-205, as amended (1977). After having reviewed the file of record herein, including the Application, and after being duly and fully advised in the premises, the Court finds as follows:

1. Dollie Regelin, a/k/a Dollie Josephine Regelin (hereinafter referred to as "decedent") died on the 1st day of January, 1993, in Sheridan County, Wyoming.

2. The value of the entire probate estate of the decedent, wherever located, less liens and encumbrances, and does not exceed Seventy Thousand Dollars ($70,000.00).

3. Thirty (30) days have elapsed since the date of death of the decedent.

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

5. The Applicants are the surviving children of the decedent.

6. The decedent intestate. Pursuant to Wyo.Stat. § 2-4-101 (Supp. 1966), the Applicants, Phyllis V. Smith, 1027 Burton, Sheridan, Wyoming 82801 and Ronald

Regelin, 790 South Sheridan Avenue, Apartment #3, Sheridan, Wyoming 82801, are entitled to distribution of the property of the decedent, in equal shares, for the reason that the decedent left no surviving spouse, nor any other living child or descendants of any deceased child. The decedent died seized of an interest in certain real property, described below, which is the subject of this Order.

7. At the time of her death, the decedent was the sole owner of all the right, title and interest in the following-described real property situate in Sheridan County, State of Wyoming:

> All that portion of the old street car right-of-way lying on or adjacent to Lots 1, 2 and 3 of Block 62 and Lots 1, 2, 3 and 4 of Block 63, all in Downer Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.
>
> Subject to all existing streets, alleys, existing utilities, easements and rights-of-way of record.

8. Pursuant to Wyo. Stat. §2-4-101 (Supp. 1996), the above-described real property should be distributed to Phyllis V. Smith and Ronald Regelin, in equal shares.

9. There are no other heirs at law of the decedent having a right to succeed to the real property subject to the Application under probate proceedings.

10. Filed with the Application was a sworn Appraisal, Market Value Analysis, made by Susan Moxey, Associate Broker, Century 21 BHJ, Inc., Sheridan, Wyoming, a person having no legal interest in the estate, such Appraisal showing the value on the date of the decedent's death of the above-described real property as less than Seventy Thousand Dollars ($70,000.00), which was all of the real property owned solely by the decedent at the date of her death.

11. Publication of the Notice of Application for Decree of Distribution has been duly made and given by The Sheridan Press, Sheridan, Wyoming, a daily newspaper (except Sunday) of general circulation in Sheridan County, Wyoming, under the dates of November 27 and December 4, 1996, and the Affidavit of Publication of the publisher has been filed herein, all pursuant to Wyo. Stat. Sec. 2-1-205(c).

12. It appearing to the Court from a review of the file that no written objections were filed to the Application, no objectors have appeared to assert oral objections at the time of the hearing, and further that the facts stated in the Application are not in dispute

and the claiming distributees are entitled to delivery of the real property as found above and to a Decree establishing the right and title to the above-described property, which Decree should set over such interests to Phyllis V. Smith and Ronald Regelin, in equal shares, the same as if probate had applied.

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED by the Court that the right and title to the following-described real estate, to-wit:

> All that portion of the old street car right-of-way lying on or adjacent to Lots 1, 2 and 13 of Block 62 and Lots 1, 2, 3 and 4 of Block 63, all in Downer Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.
>
> Subject to all existing streets, alleys, existing utilities, easements and rights-of-way of record.

be, and the same hereby is, established and confirmed in Phyllis V. Smith, a married woman, as her sole and separate property, 1027 Burton, Sheridan, Wyoming 82801, and Ronald Regelin, a married man, as his sole and separate property, 790 South Sheridan Avenue, Apartment #3, Sheridan, Wyoming 82801, in equal shares.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that a certified copy of this Decree shall be recorded in the Office of the Sheridan County Clerk, and thereafter said Decree and record thereof shall be presumptive evidence of title to the real property described above.

DONE IN OPEN COURT this 18 day of December, 1996.

ORIGINAL SIGNED BY JOHN C. BRACKLEY
DISTRICT JUDGE

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.
Done this 18th day of Dec. 19 96
DORIS KOBOLD Clerk
By Dana Anderson Deputy

RECORDED DECEMBER 19, 1996 BK 383 PG 499 NO 244415 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JERALD A. SEIFERT and MARY SEIFERT, husband and wife, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and warrant to **FOREST B. DUNNING,** a married man dealing in his sole and separate property, (herein referred to as "Grantee"), whose address is 32 Pine Lane, Sheridan, WY 82801, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Township 58 North, Range 83 West, 6th P.M., Sheridan County, Wyoming
Section 29: $W^1/_2NW^1/_4$
Section 30: $SE^1/_4NE^1/_4$

TOGETHER WITH all minerals and mineral rights which Grantors ever owned in said lands, all water rights associated with said lands and all improvements situate thereon and all appurtenances thereunto belonging.

SUBJECT TO the following:

1. An easement dated June 18, 1982, which was recorded in the office of the Sheridan County Clerk and Recorder on January 21, 1988, in Book 316 of Deeds at page 249;

2. Agreement for easement to Sheridan-Johnson REA recorded in the office of the Sheridan County Clerk and Recorder on June 6, 1995, in Book 374 of Deeds at page 74;

3. Any defects in title which may result from Sheridan County Civil Actions C55-2-96, C58-2-96 or C63-2-96;

4. All reservations of mineral rights which were reserved by any of Grantors' predecessors in title; and

5. All zoning and subdivision laws and regulations which the property may be subject to.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 16 day of December, 1996.

Jerald A. Seifert

Mary Seifert

Notary Public-State Of Nevada
COUNTY OF CLARK
DOLORES T. DAVIS
My Appointment Expires
September 4, 2000
No. 96-4182-1

STATE OF ~~COLORADO~~ Nevada)
: ss.
County of Clark)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 16 day of December, 1996, by Jerald A. Seifert and Mary Seifert.

WITNESS my hand and official seal.

Dolores T. Davis
Notary Public

My Commission expires: September 4, 2000

500

RECORDED DECEMBER 19, 1996 BK 383 PG 500 NO 244416 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JERALD A. SEIFERT and MARY SEIFERT, husband and wife, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and warrant to **SUSAN M. DUNNING,** a married woman dealing in her sole and separate property, (herein referred to as "Grantee"), whose address is 32 Pine Lane, Sheridan, WY 82801, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Township 58 North, Range 83 West, 6th P.M., Sheridan County, Wyoming
Section 30: $NE^1/_4NE^1/_4$

TOGETHER WITH all minerals and mineral rights which Grantors ever owned in said lands, all water rights associated with said lands and all improvements situate thereon and all appurtenances thereunto belonging.

SUBJECT TO the following:

1. An easement dated June 18, 1982, which was recorded in the office of the Sheridan County Clerk and Recorder on January 21, 1988, in Book 316 of Deeds at page 249;

2. Agreement for easement to Sheridan-Johnson REA recorded in the office of the Sheridan County Clerk and Recorder on June 6, 1995, in Book 374 of Deeds at page 74;

3. Any defects in title which may result from Sheridan County Civil Actions C55-2-96, C58-2-96 or C63-2-96;

4. All reservations of mineral rights which were reserved by any of Grantors' predecessors in title; and

5. All zoning and subdivision laws and regulations which the property may be subject to.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 16 day of December, 1996.

Jerald A. Seifert

Mary Seifert

Notary Public-State Of Nevada
COUNTY OF CLARK
DOLORES T. DAVIS
My Appointment Expires
September 4, 2000
No. 98-4162-1

STATE OF ~~COLORADO~~ Nevada)
: ss.
County of Clark)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 16 day of December, 1996, by Jerald A. Seifert and Mary Seifert.

WITNESS my hand and official seal.

Dolores T. Davis
Notary Public

My Commission expires: September 4, 2000

RECORDED DECEMBER 19, 1996 BK 383 PG 501 NO 244417 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JERALD A. SEIFERT and MARY SEIFERT, husband and wife, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and warrant to **FOREST B. DUNNING and SUSAN M. DUNNING,** husband and wife, as tenants by the entireties, (herein referred to as "Grantees"), whose address is 32 Pine Lane, Sheridan, WY 82801, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

Township 57 North, Range 83 West, 6th P.M., Sheridan County, Wyoming
Section 5: Lots 3, 4, $S^1/_2NW^1/_4$, $N^1/_2SW^1/_4$
Section 6: Lot 1, $S^1/_2NE^1/_4$, $N^1/_2SE^1/_4$

Township 58 North, Range 83 West, 6th P.M., Sheridan County, Wyoming
Section 29: $E^1/_2NW^1/_4$, $SW^1/_4$
Section 30: $E^1/_2SE^1/_4$, and also that part of the $NW^1/_4SE^1/_4$ described as follows: Beginning at a point 160 feet South of the Northeast corner of the $NW^1/_4SE^1/_4$ of Section 30, Township 58 North, Range 83 West, of the 6th P.M.; thence South along the East line of the $W^1/_2SE^1/_4$ of Section 30, 1160 feet; thence N.66°50'W., 1000 feet; thence N.15°50'W., 300 feet; thence N.36°50'E., 460 feet; thence N.81°05'E., 731.2 feet to the place of beginning.
Section 31: $E^1/_2SE^1/_4$
Section 32: $W^1/_2$

TOGETHER WITH all improvements situate thereon and all appurtenances thereunto belonging.

SUBJECT TO the following:

1. An easement dated June 18, 1982 which was recorded in the office of the Sheridan County Clerk and Recorder on January 21, 1988 in Book 316 of Deeds at page 249;

2. Agreement for easement to Sheridan-Johnson REA recorded in the office of the Sheridan County Clerk and Recorder on June 6, 1995 in Book 374 of Deeds at page 74;

3. Any defects in title which may result from Sheridan County Civil Actions C55-2-96, C58-2-96 or C63-2-96;

4. All reservations of mineral rights which were reserved by any of Grantors' predecessors in title; and

5. All zoning and subdivision laws and regulations which the property may be subject to.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 19th day of December, 1996.

Jerald A. Seifert

Jerald A. Seifert

Mary Seifert

Mary Seifert

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STATE OF COLORADO)
: ss.
County of Custer)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 18 day of December, 1996, by Jerald A. Seifert and Mary Seifert.

WITNESS my hand and official seal.

LYNN BEACH
NOTARY PUBLIC, STATE OF COLORADO

Lynn Beach
Notary Public

My Commission expires: 6-12-99

RECORDED DECEMBER 19, 1996 BK 383 PG 503 NO 244420 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

GRACE M. STRANGE, a widow, and **LEOETTA RUTH BATES,** a widow, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim to **LEOETTA RUTH BATES**, a widow, whose address is P. O. Box 4033, Sheridan, WY 82801, all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

> Lot 3, Block 12, Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming which have accrued prior to the date of this deed.

Dated this 13th day of December, 1996.

Grace M. Strange

Grace M. Strange

Mrs Leoetta Ruth Bates

Leoetta Ruth Bates

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed was subscribed, sworn to and acknowledged before me this 13th day of December, 1996, by Grace M. Strange and Leoetta Ruth Bates.

Notary Public

My Commission expires: March 17, 1997

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RECORDED DECEMBER 20, 1996 BK 383 PG 504 NO 244495 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

LARRY J. GREENWOOD and KALLEEN GREENWOOD, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **PAUL A. BITZAN and CASSANDRA F. BITZAN, husband and wife as tenants by the entirety,** whose address is 35 Maverick Lane, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

All of Tract Number 11 of McNally Subdivision of part of the W1/2NW1/4 and SE1/4NW1/4 of Section 26, T55N, R84W of the 6th P.M., in Sheridan County, Wyoming, EXCEPT a one (1) acre tract situate in the SW corner thereof described as follows:

Beginning at the Southwest corner of said Tract Number 11, thence East along the South line of said Tract a distance of 154 feet; thence North 283 feet; thence West 154 feet to the West line of said Tract; thence South along the West line of said Tract to the point of beginning.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 16th day of December, 1996.

Larry J. Greenwood
Larry J. Greenwood

Kalleen Greenwood
Kalleen Greenwood

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Larry J. Greenwood and Kalleen Greenwood, this 16th day of December, 1996.

Witness my hand and official seal.

Barbara J. Jones
Notary Public

My Commission Expires 05/22/00

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires May 22, 2000

RECORDED DECEMBER 20, 1996 BK 383 PG 506 NO 244508 RONALD L. DAILEY, COUNTY CLERK

AGREEMENT AND BILL OF SALE TRANSFERRING OWNERSHIP OF ELECTRIC FACILITIES

AGREEMENT made May 30, 1996, between PUBLIC SERVICE COMPANY OF OKLAHOMA, an Oklahoma corporation ("PSO"), ASH CREEK MINING COMPANY, an Oklahoma corporation and wholly owned subsidiary of PSO ("ACMC"), and SHERIDAN-JOHNSON RURAL ELECTRIFICATION ASSOCIATION, ("REA") of Sheridan, Wyoming.

RECITALS

WHEREAS, PSO and ACMC own certain items of utility plant property being the component parts of an existing three wire, three phase, sixty cycle 22,000 volt electric distribution power line extending from a point of delivery at PSO's coal Mine Number 1, in Section 19, Township 58 N, Range 84W, Sheridan County, Wyoming approximately 4.71 miles to a point in the W½ Section of Section 22, Township 58N, Range 84W, Sheridan County, Wyoming, said line having been previously erected for PSO's and ACMC's exclusive use; and

WHEREAS, REA currently delivers electric power and energy over said line to PSO and ACMC at said point of delivery under an Agreement For Electric Service - Large Power, dated September 16, 1976, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, said Agreement, section VI - term (a), provides for termination by either party giving three (3) months written notice to the other; and

WHEREAS, PSO and ACMC have advised REA by letter dated March 25, 1994 of the intention to discontinue operations at Mine site #1 and terminate said Agreement and associated minimum demand charges effective approximately June 25, 1995; and

WHEREAS, PSO and ACMC anticipate a continuing need for electric service to power a small three phase load at said location for an undetermined period of time to "de-water" an existing coal pit during reclamation efforts; and

WHEREAS, PSO and ACMC have need for or use of said three phase line herein described and desire to transfer complete ownership of said power line together with all and singular all appurtenances thereto belonging or in anyway appertaining to REA; and

WHEREAS, PSO and ACMC have complete authority to make this conveyance and hereby represent that there are no outstanding liens or encumbrances of any nature, including tax assessments, due and owing against said property; and

WHEREAS, REA is agreeable to waiving the three month termination period and close out the said Large Power agreement without demand charges as specified in its rates in exchange for the transfer of ownership to it of said power line; and

NOW THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants and agreements in this agreement and other consideration mentioned, the parties hereto agree as follows:

1. PSO and ACMC will execute and deliver to REA a good and sufficient separate Assignment and Bill of Sale conveying all of PSO's and ACMC's right, title and interest in and to said items of property listed in Exhibit "A" attached to said separate Assignment and Bill of Sale, being the component parts of an existing three phase distribution line and associated equipment, located in T58N, R84W, Sections 19, 20, 21, and 22 respectively, free and clear of all liens and encumbrances whatsoever.

2. PSO and ACMC will execute and deliver to REA any and all documents which will assign and set over to REA all right, title and interest in any easement, right-of-way agreement, or other document setting forth the necessary terms and provisions for location, operation and maintenance of said distribution line being transferred. Additionally, PSO and ACMC will grant REA easements for the said facilities over property owned controlled by PSO and/or ACMC.

3. PSO and ACMC warrant, and this warranty shall survive the delivery of any instruments called for by this agreement and shall not merge into any such instruments, that relocation of said facilities is not and will not be subordinate to any mining permit that PSO or ACMC may hold with any state or federal agency.

4. REA, in exchange for the above, will waive the three month termination period and close out the herein described large power agreement without imposition of the demand charges specified in its rates. REA will provide the necessary three phase power and energy at 480 volt, three phase, up to 50 kva at the applicable small commercial rate without kva charged to the existing deliveries at the coal pit and main office on a month to month basis until cancelled by PSO and/or ACMC.

SHERIDAN-JOHNSON RURAL
ELECTRIFICATION ASSOCIATION

(Corporate Seal)

By: _____

ATTEST:

_____
Secretary

PUBLIC SERVICE COMPANY OF OKLAHOMA
an Oklahoma corporation

(Corporate Seal)

By: _____
President

ATTEST:

_____
Assistant Secretary

ASH CREEK MINING COMPANY
an Oklahoma corporation

(Corporate Seal)

By: _____
President

ATTEST:

_____
Secretary

STATE OF OKLAHOMA)
)SS.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1996, personally appeared T.D. Churchwell, to me known to be the identical person who subscribed the name of PUBLIC SERVICE COMPANY OF OKLAHOMA to the foregoing Bill of Sale as its President, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Debra Griffin
Notary Public

My Commission Expires:
1-23-2000

[Notarial Seal]

STATE OF TEXAS)
)SS.
COUNTY OF Dallas)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1996, personally appeared E. M. Williams, to me known to be the identical person who subscribed the name of ASH CREEK MINING COMPANY to the foregoing Bill of Sale as its President, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Jeannette D. Meyer
Notary Public

My Commission Expires:
6-28-97

[Notarial Seal]

JEANNETTE D. MEYER
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXP. 6-28-97

STATE OF WYOMING)
) SS.
COUNTY OF SHERIDAN)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of May, 1996, personally appeared Ken Knudson, to me known to be the identical person who subscribed the name of SHERIDAN-JOHNSON REA to the foregoing Bill of Sale as its President, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Carin U. Smith
Notary Public

My Commission Expires:
10/4/98

seal

Coal Mine Number 1 — 510

AGREEMENT FOR ELECTRIC SERVICE

LARGE POWER

AGREEMENT made September 16, 1976, between SHERIDAN-JOHNSON RURAL ELECTRIFICATION ASSOCIATION, a Wyoming corporation (hereinafter called the "Seller"), and PUBLIC SERVICE COMPANY OF OKLAHOMA, (hereinafter called the "Consumer").

The Seller shall sell and deliver to the Consumer and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location hereinafter described, up to 500 kilowatts, upon the following terms:

I

SERVICE CHARACTERISTICS:

(a) Service hereunder shall be alternating current, three phase, three wire, sixty cycle, 22,000 volts.

(b) The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

II.

POINT OF DELIVERY:

The electric power and energy furnished by Seller to Consumer shall be delivered at Public Service Company of Oklahoma, Coal Mine Number 1, (hereinafter called the "point of delivery"), of Section 19, Township 58N, Range 84W, Sheridan County, State of Wyoming.

III.

PAYMENT:

(a) The Consumer shall pay the Seller for service hereunder at the rate and upon the terms and conditions as set forth in Schedule LP-2, (Large Power), attached to and made a part of this Agreement. Nothwithstanding any provisions of that Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than 50 kilowatts used for any billing period. In any event the Consumer shall pay to Seller not less than $332.00 per month for service or having service available hereunder during the term hereof.

(b) The initial billing period shall start when Consumer begins using electric power and energy, or ten (10) days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

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(c) Bills for service hereunder shall be paid at the office of the Seller in Sheridan, State of Wyoming. Such payments shall be due on the 15th day of each month for service furnished during the preceding monthly billing period. If the Consumer shall fail to make any such payment within 15 days after such payment is due, the Seller may discontinue service to the Consumer upon giving 15 days written notice to Consumer of its intentions so to do, provided, however, that such discontinuation of service shall not relieve the Consumer of any of its obligations under this Agreement.

(d) The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, or if there is a Surcharge applied to Seller's wholesale power bill, the Seller may make a corresponding modification in the rate for service hereunder, subject to the approval of appropriate governmental authority.

(e) Consumer further agrees that if there is an increase in the rate schedule for this class of service at any time approved by the Wyoming Public Service Commission, the new rate schedule shall apply hereunder.

(f) After ten years from the commencement of service hereunder, the monthly contract minimum, or fixed charge, shall terminate and the minimum shall be as otherwise specified in Schedule LP-2 attached hereto.

(g) It is the Consumer's intent to have power and energy available by September 15th, 1976 and Seller shall exercise its best efforts to provide service by said date.

IV.

MEMBERSHIP:

The Consumer shall become a member of Seller, shall pay the membership fee and be bound by such rules and regulations as may from time to time be adopted by the Seller.

V.

FACILITIES PROVIDED BY CONSUMER:

(a) The Consumer shall pay to the Seller the estimated cost of all facilities as set forth in initial Exhibit "A", attached hereto and made a part hereof, required to make service available to Consumer at the point of delivery as a contribution in aid of construction on or before commencement of construction of said facilities. No refund shall be made to the Consumer of any portion of the contribution in aid of construction, except as provided from time to time by Seller's Board policy equalizing the investment on distribution lines. where construction costs are financed in whole or in part by the Consumer, as set forth initially in Exhibit "B" attached hereto and made a part hereof.

(b) The Consumer shall further provide, at its expense, all the

necessary facilities beyond the point of delivery for it to utilize the electric service furnished hereunder. The Consumer agrees to construct, operate, and maintain its electric facilities in a manner which will not cause unusual fluctuation, disturbance or interference in any way with the operation of the system from which electric service is supplied to Consumer hereunder, and Consumer further agrees to install, maintain, and operate such proper service protective equipment or other facilities as will coordinate with the protective arrangement on the system from which electric power and energy are delivered to it.

(c) If the actual cost of the facilities required to serve exceeds the estimated cost of such facilities as set forth in initial Exhibit "A", attached hereto, Seller shall invoice Consumer for the difference between the estimated and actual cost of such facilities. Consumer shall have the right to audit such excess costs and Consumer shall pay to Seller the difference within 60 days of receipt of said invoice.

(d) If because of changing characteristics of the Consumer's electric service requirements including increase in the Consumer's electric power requirements, it becomes necessary for Seller to construct or install additional facilities on its own or on the transmission agent's electric transmission system in order to continue to deliver electric power and energy hereunder, the Seller shall notify the Consumer in advance that such additions will be made. The cost of such additional facilities shall be paid in the same manner as the initial facilities in accordance with subparagraph (a) and (c) of this paragraph.

VI.

TERM:

(a) This Agreement shall become effective on the day first above written and shall remain in effect until ten years following the start of the initial billing period and thereafter until terminated by either party giving to the other three months notice in writing.

(b) Should Consumer for any reason terminate or suspend its mine operations during the term of this Agreement but prior to start of construction of the facilities required for the purpose of delivery of electric power and energy hereunder, Consumer shall, at that time, reimburse Seller for all engineering and other costs expended in preparation of fulfillment of this Agreement.

(c) Should the Consumer terminate or suspend, for any reason, its mine operations during the term of this Agreement and during the construction of said facilities required to serve, but prior to the start of the initial billing period, the Consumer may elect to terminate this

Agreement by payment to Seller of all engineering and other costs expended in preparation of fulfillment of this Agreement plus the estimated cost of removal of the facilities installed minus the estimated net salvage value of said facilities.

(d) Should Consumer terminate or suspend, for any reason, its mine operations during the term of this Agreement and after the start of the initial billing period, the Consumer may elect to terminate this Agreement by paying to Seller a cancellation charge. The cancellation charge consists of the total cost of the extension of the facilities required to serve reduced to reflect depreciation charges for each month of service under this Agreement, plus any wholesale power cost such as ratcheted demands or contract demands, which are incurred by service to this load and continue after termination of service, plus the estimated cost of removal of said facilities, minus the estimated net salvage value thereof.

VII.

PROPERTY RIGHT:

(a) All electrical equipment, wire, appliances, and fixtures now or hereafter installed or provided by Consumer for use in connection with service to be provided hereunder up to the point of delivery, shall at all times be and remain the property of the Seller.

(b) Seller shall have the right, exercisable within a reasonable time after the expiration or other termination hereof to remove all electric equipment, wire, appliances and fixtures used in connection with service to this load uo to the point of delivery.

VIII.

CONTINUANCY OF SERVICE:

(a) The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy. If the supply of electric power and energy shall fail or be interrupted or become defective through act of God, Governmental authority, action of the elements, public enemy, accident, strike, labor trouble, required maintenance work, inability to secure right-of-way, or other cause beyond the reasonable control of Seller, the Seller shall not be liable therefor or for damages caused thereby.

(b) In the event Seller deems it necessary or desirable to interrupt service temporarily for the purpose of maintenance, repairs, replacements, installations, or inspection of its equipment off the premises of Consumer, the Seller, except in cases of emergency, will give the Consumer reasonable advance notice of such temporary interruption and will remove the cause therefor with diligence.

IX.

RIGHT OF ACCESS:

Duly authorized representatives of Seller shall be permitted to enter Consumer's premises at all reasonable times in order to carry out the provisions hereof.

X.

DISCLAIMER OF LIABILITY:

Consumer agrees that Seller shall not be liable to Consumer or third persons for personal injuries resulting from the use of electric power or energy or the presence of Seller's service equipment on Consumer's premises, unless due to the willful fault or neglect on the part of Seller. Seller assumes no responsibility for any connections beyond the point of delivery.

XI.

EASEMENT RIGHTS:

Consumer shall secure all necessary rights-of-way of sufficient capacity to insure adequate electric power for the immediate and future requirements of Consumer. Consumer grants to Seller all necessary rights-of-way over Consumer's premises along the shortest practical route therefor, and of sufficient width to provide full legal clearance of all structures now or hereafter erected there, for all poles and power lines required to transmit electric service hereunder. Whenever part or all of the facilities are to be installed upon property other than that of Consumer, Consumer shall first secure from the owners thereof in the name of Seller, all rights-of-way necessary for the construction, maintenance and operation of the facilities on such other property, which rights-of-way shall be satisfactory to Seller and without cost to it.

XII.

RIGHT TO DISCONTINUE SERVICE:

Seller reserves the right to discontinue its electric service to Consumer and remove its equipment from Consumer's premises if Consumer fails to pay the charges or fails to comply with or perform any of the obligations or conditions hereof. The Consumer shall be given 15 days following receipt of notice of such default or non-compliance before service will be discontinued.

XIII.

ASSIGNABILITY OF AGREEMENT:

This Agreement shall not be assigned without the prior written consent of Seller.

XIV.

EXHIBITS MADE PART OF AGREEMENT:

Inasmuch as Schedule LP-2 and Exhibits "A" and "B" attached hereto and made a part hereof set forth conditions which may change during the term of this Agreement, the conditions of said Schedule and/or Exhibits shall be as set forth from time to time by successive revisions of said Schedule and/or Exhibits. Each of said Schedule and/or Exhibits shall be a part of this Agreement, shall become effective on the date of said Scheduel and/or Exhibits, and shall remain in effect until suspended by a subsequent revision of said Exhibit or Schedule.

XV.

APPLICABILITY AND SEVERABILITY:

Should any part, term, or provision of this Agreement be by the Courts decided to be invalid or inapplicable, such shall not effect the whole Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid or inapplicable, and the rights and obligations of the parties shall be construed and enforced accordingly.

XVI.

SUCCESSION AND APPROVAL:

(a) This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties hereto.

(b) This Contract shall not become effective unless approved in writing by the Administrator of the Rural Electrification Administration and the Wyoming Public Service Commission.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement all as of the day and year first above written.

SHERIDAN-JOHNSON RURAL ELECTRIFICATION ASSOCIATION

BY: _____
President

Attested:
_____
Secretary

PUBLIC SERVICE COMPANY OF OKLAHOMA

BY: _____
Vice President

Attested:
_____
Secretary

RECORDED DECEMBER 20, 1996 BK 383 PG 516 NO 244509 RONALD L. DAILEY, COUNTY CLERK

ASSIGNMENT AND BILL OF SALE

THIS CONVEYANCE made this 30Th of May, 1996, by Public Service Company of Oklahoma, an Oklahoma corporation, and Ash Creek Mining Company, an Oklahoma corporation, hereinafter referred to as "Grantors", to Sheridan-Johnson Rural Electrification Association, hereinafter referred to as "Grantee":

WITNESSETH:

That the Grantors for an in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid to the Grantors by Grantee receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, transferred and assigned, and does by these presents grant, bargain, sell, convey and transfer and assign personal property in the County of Sheridan, State of Wyoming, together with all of Grantors rights, interests and privileges and appurtenances to said property in any way appertaining or belonging thereto, to-wit:

1. THE FOLLOWING ITEMS OF UTILITY PLANT PROPERTY being THE COMPONENT PARTS OF AN EXISTING THREE WIRE THREE PHASE SIX CYCLE 22,000 VOLT ELECTRIC DISTRIBUTION POWER LINE AND ASSOCIATED EQUIPMENT, LOCATED IN SECTIONS 19, 20, 21, AND 22, TOWNSHIP 58, NORTH, RANGE 84 WEST, THE 6TH P.M., SHERIDAN COUNTY, WYOMING:

See Exhibit "A" attached hereto consisting of 7 pages.

Executed and Delivered this 30Th day of May, 1996.

PUBLIC SERVICE COMPANY OF OKLAHOMA
an Oklahoma corporation

(Corporate Seal)

By: _____
President

ATTEST:

_____
Assistant Secretary

ASH CREEK MINING COMPANY
an Oklahoma corporation

(Corporate Seal)

By: _____
President

ATTEST:

_____
Secretary

STATE OF OKLAHOMA)
)SS.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of May, 1996, personally appeared F.D. Churchwell, to me known to be the identical person who subscribed the name of PUBLIC SERVICE COMPANY OF OKLAHOMA to the foregoing Bill of Sale as its President, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Debra Griffin
Notary Public

My Commission Expires:
1-23-2000

[Notarial Seal]

STATE OF TEXAS)
)SS.
COUNTY OF Dallas)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1996, personally appeared E.H. Williams, to me known to be the identical person who subscribed the name of ASH CREEK MINING COMPANY to the foregoing Bill of Sale as its President, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Jeannette D. Meyer
Notary Public

My Commission Expires:
6-28-97

[Notarial Seal]

JEANNETTE D. MEYER
NOTARY PUBLIC STATE OF TEXAS
6-28-97

STAKING SHEET

SYSTEM DESIGNATION WYOMING 24 SHERIDAN
LOCATION Ash Creek
TWP. T58N RGE. R84W SEC. 19
MAP REFERENCE 03 SERV. NO. NA

Line 7 Lead 102
VOLTAGE 22KV
PRI. 3W ø 30
SIZE #4/0 KIND ACSR
RULING SPAN 350'

WORK ORDER No. 9418
PROJECT N/A
SHEET 1 of 7
STAKED NA DATE
RELEASED DATE

SKETCH

(1) 3-Regulator By Pass Switches
6- M5-30 String Insulators.
2- Deadend Assy, neutral.
12- M5-16R (20') X Arms
8- M5-17 Braces.
6- M5-9 Cutout
6- M5-6 Arrestor
4- VM5-4
3- VM5-1R
2- PTs (22/12.4KV -120V)
2- CTs Primary
1- M8-11R CT/PT

POLE NUMBER	BACK SPAN	POLE H & C	PRIMARY UNIT	LINE ANGLE	MISC. UNIT	TRANS. UNIT	GRD M2	GUYING No.	GUY	LEAD	SECONDARY No.	ANC.	No. J/K	SPAN	WIRE	No.	UNIT	REMARKS
7-102	150'	45/4	VC4-1L	89°-16' RT				6	(E1-2)		6	(F1-3)						
7-103	105'	40/5	TH2		(1)		11											PRIMARY METERING POINT
		40/5					11											
7-104	390	50/4	VC1-2															
7-105	420	35/4	VC1-3															
7-106	215	35/4	VC1-2															
7-107	205	35/4	VC1-2															
7-108	255	35/4	VC1-3															
7-109	190	35/4	VC1-2															
7-110	260	45/4	VC8-2		VM5-2											3	VM5-9	
7-111	355	50/4	VC1-2															ROAD XING BACK
7-112	215	40/4	VC1-2															
7-113	310	35/4	VC1-2															
7-114	265	40/4	VC1-2															
7-115	370	35/4	VC1-3															
7-116	370	35/4	VC8-2		VM5-2													

( ) - INDICATES EXISTING UNITS

* - INDICATES REMOVAL UNITS

UNIT TABULATION

Ft. of Line					

PRIMARY LINE FT. CONSUMERS ADD RETIRE

518

Exhibit "A" to Assignment and Bill of Sale

STAKING SHEET

SYSTEM DESIGNATION WYOMING 24 SHERIDAN
LOCATION Ash Creek
TWP. T59N RGE. R94W SEC. 19/20
MAP REFERENCE 03 SERV. NO. N/A

Line 7 Lead 116
VOLTAGE 22KV
PRI. 3W Ø 3Ø
SIZE #4/0 KIND ACSR
RULING SPAN 350'

WORK ORDER No. 94-18
PROJECT N/A
SHEET 2 of 7
STAKED N/A DATE
RELEASED DATE

SKETCH

POLE NUMBER	BACK SPAN	POLE H & C	PRIMARY UNIT	LINE ANGLE	MISC. UNIT	TRANS. UNIT	GRD M2	GUYING No.	GUY	LEAD	No.	ANC.	SECONDARY No. J/X	SPAN	WIRE	No.	UNIT	REMARKS
7-116																		
7-117	340	35/4	VC1-2															
7-118	405	40/4	VC1-2															
7-119	395	35/4	VC1-2															
7-120	325	40/4	VC1-2															NORTH - SOUTH FENCE XING BACK
7-121	310	35/4	VC1-2															
7-122	415	45/4	VC1-2															
7-123	425	35/4	VC1-3															
7-124	310	35/4	VC8-2		UM5-2													
7-125	270	35/4	VC1-3															
7-126	340	45/4	VC1-2															
7-127	240	35/4	VC1-2															
7-128	215	35/4	VC1-2															
7-129	280	35/4	VC1-2															
7-130	385	40/4	VC1-2															
7-131	265	35/4	VC1-2															
7-132	335	35/4	VC1-2															

() - INDICATES EXISTING UNITS

* - INDICATES REMOVAL UNITS

UNIT TABULATION

Ft. of Line					

PRIMARY LINE FT. _____ CONSUMERS ADD _____ RETIRE _____

519

STAKING SHEET

SYSTEM DESIGNATION WYOMING 24 SHERIDAN
LOCATION Ash Creek
TWP. T59N RGE. R84W SEC. 20/21
MAP REFERENCE 03 SERV. NO. N/A

Line 7 Lead 132 WORK ORDER No. 94-18
VOLTAGE 22KV PROJECT N/A
PRI. 3W ø 3Ø SHEET 3 of 7
SIZE #4/0 KIND ACSR STAKED N/A DATE
RULING SPAN 350' RELEASED DATE

SKETCH

POLE NUMBER	BACK SPAN	POLE H & C	PRIMARY UNIT	LINE ANGLE	MISC. UNIT	TRANS. UNIT	GRD M2	GUYING No.	GUY	LEAD	No.	ANC.	SECONDARY No. 3/K	SPAN	WIRE	No.	UNIT	REMARKS
7-132																		
7-133	305	35/4	VC1-2															
7-134	260	35/4	VC1-2															
7-135	300	35/4	VC1-2															
7-136	305	45/4	VC1-3															
7-137	440	35/4	VC1-3															
7-138	215	35/4	VC1-2															
7-139	330	35/4	VC1-2															
7-140	350	35/4	VC1-2															
7-141	220	40/4	VC1-3					2	E1-3	SIDE GUY	2	F1-3						CANYON AHEAD
7-142	470	45/4	VCB-2		VM5-2													
7-143	240	35/4	VC1-2															
7-144	200	45/4	VC1-2															
7-145	280	45/4	VC3L	55Ø/4 L+				3	E1-3	BIS	3	F1-3						
7-146	270	40/4	VC1-2															
7-147	360	45/4	VC1-2															
7-148	310	35/4	VC1-2															

() - INDICATES EXISTING UNITS

* - INDICATES REMOVAL UNITS

UNIT TABULATION

Ft. of Line					

PRIMARY LINE FT. _____ CONSUMERS ADD _____ RETIRE _____

5820

STAKING SHEET

SYSTEM DESIGNATION WYOMING 24 SHERIDAN
LOCATION Ash Creek
TWP. T5DN RGE. R84W SEC. 21/22
MAP REFERENCE 03 SERV. NO. N/A

Line 7 Lead 148 WORK ORDER No. 94-18
VOLTAGE 22KV PROJECT N/A
PRI. 3W ø 30 SHEET 4 of 7
SIZE #4/0 KIND ACSR STAKED N/A DATE
RULING SPAN 350' RELEASED DATE

SKETCH

POLE NUMBER	BACK SPAN	POLE H & C	PRIMARY UNIT	LINE ANGLE	MISC. UNIT	TRANS. UNIT	GRD M2	GUYING No.	GUY	LEAD	No.	ANC.	SECONDARY No. J/K	SPAN	WIRE	No.	UNIT	REMARKS
7-148																		
7-149	300	35/4	VC1-2															
7-150	225	35/4	VC1-2															
7-151	155	45/4	VC3L	55°30' RT				3	EI-3	BAS	3	FI-3						
7-152	235	35/4	VC1-3															
7-153	330	35/4	VC1-2															
7-154	310	35/4	VC1-2															
7-155	290	35/4	VC1-2															
7-156	255	35/4	VC1-3	0°18' RT														
7-157	325	45/4	VC1-2															
7-158	270	35/4	VC1-3															
7-159	365	40/4	VC1-2															
7-160	355	35/4	VC1-2															
7-161	420	35/4	VC1-3	0°54' LT														
7-162	230	35/4	VC1-2															
7-163	335	35/4	VC1-2															
7-164	365	40/4	VC1-2															

() - INDICATES EXISTING UNITS

* - INDICATES REMOVAL UNITS

UNIT TABULATION

Ft. of Line					

PRIMARY LINE FT. _____ CONSUMERS ADD _____ RETIRE _____

521

STAKING SHEET

SYSTEM DESIGNATION Ash Creek WYOMING 24 SHERIDAN
LOCATION
TWP. T59N RGE. R84W SEC. 22
MAP REFERENCE 03 SERV. NO. N/A

Line 7 Lead 164 WORK ORDER No. 94-18
VOLTAGE 22KV PROJECT N/A
PRI. 3Ø Ø 3Ø SHEET 5 of 7
SIZE #4/0 KIND ACSR STAKED N/A DATE
RULING SPAN 350' RELEASED DATE

SKETCH

POLE NUMBER	BACK SPAN	POLE H & C	PRIMARY UNIT	LINE ANGLE	MISC. UNIT	TRANS. UNIT	GRD M2	GUYING No.	GUY	LEAD	No.	ANC.	SECONDARY No. J/K	SPAN	WIRE	No.	UNIT	REMARKS
7-164																		
7-165	300	35/4	VC1-2															
7-166	250	35/4	VC1-2															
7-167	230	35/4	VC1-2															
7-168	220	40/4	VC1-2		3/VM5-1	311-25							3/C1/R			1	VM5-4	1-XFMR MISSING
LIGHT POLE	—	?	—		1726-5								3/C11R	?	#6 WP			CONTROL BOX
7-169	330	35/4	VC1-3	2°10 RT				1	E3-2	B/S	1	F1-3						
7-170	300	35/4	VC1-2															
7-171	315	40/4	VC1-2															
7-172	345	35/4	VC1-2															
7-173	205	40/4	VC1-2															
7-174	405	35/4	VC1-2															
7-175	175	40/3	VC1-2		3/VM5-1	311-100										1	VM5-4	SLOP SERVICE
7-176	355	50/4	VC4-1L	8°15' RT				2	E7-2 E5-2		2	F1-3						3-ISO LINKS ON GUYS
— — —	- -	-	VA9-1															UNDER BUILD
STUB	—	40/4	VA8					2	E1-2		2	F1-3						2-ISO LINKS ON GUYS ONE GUY SIDEWALK

( ) - INDICATES EXISTING UNITS * - INDICATES REMOVAL UNITS

UNIT TABULATION

Ft. of Line					

PRIMARY LINE FT. CONSUMERS ADD. RETIRE

522

STAKING SHEET

SYSTEM DESIGNATION WYOMING 24 SHERIDAN
LOCATION Ash Creek
TWP. T58N RGE. R84W SEC. 22
MAP REFERENCE 03 SERV. NO. N/A

Line 7 Lead 176
VOLTAGE 22kV
PRI. 3W ø 3Ø
SIZE #4/0 KIND ACSR
RULING SPAN 350'

WORK ORDER No. 94-18
PROJECT N/A
SHEET 1a of 7
STAKED N/A DATE
RELEASED DATE

SKETCH

POLE NUMBER	BACK SPAN	POLE H & C	PRIMARY UNIT	LINE ANGLE	MISC. UNIT	TRANS. UNIT	GRD M2	GUYING No.	GUY	LEAD	No.	ANC.	SECONDARY No. J/K	SPAN	WIRE	No.	UNIT	REMARKS
7-176																		
7-177	350	50/4	VC1-2															
			VA9-1															
7-178	340	35/4	VC1-3															
			VA9															
7-179	300	40/4	VC8-2		VM5-2													
			VA8															
7-180	280	40/4	VC1-2															
			VA9-1															
7-181	290	40/4	VC1-2															
			VA9-1															
7-182	300	40/4	VC1-2															
			VA9-1															
7-183	310	40/4	VC1-2															
			VA9-1															

( ) - INDICATES EXISTING UNITS * - INDICATES REMOVAL UNITS

UNIT TABULATION

Ft. of Line					

PRIMARY LINE FT. CONSUMERS ADD RETIRE

583

STAKING SHEET

SYSTEM DESIGNATION Ash Creek WYOMING 24 SHERIDAN
LOCATION
TWP. T58N RGE. R84W SEC. 22
MAP REFERENCE N3 SERV. NO. N/A

Line 7 Lead 163 WORK ORDER No. 94-18
VOLTAGE 22kV PROJECT N/A
PRI. 3W ø 3Ø SHEET 7 of 7
SIZE #4/0 KIND ACSR STAKED DATE
RULING SPAN 350' RELEASED DATE

SKETCH

(1) 2-VM5-16R (16' x 4" x 6")
1-16' Alum Platform
2-M5-16
4-M5-13
6-M5-20
3-VM5-4
2-J6
2-VM3-11
4-K14C
1-MOTOR CONTROL BOX

POLE NUMBER	BACK SPAN	POLE H & C	PRIMARY UNIT	LINE ANGLE	MISC. UNIT	TRANS. UNIT	GRD M2	GUYING No.	GUY	LEAD	No.	ANC.	SECONDARY No. J/K	SPAN	WIRE	No.	UNIT	REMARKS
7-183																		
7-184	285	45/3	VC1-2															
			VA9-1R															10' X-ARM
7-185	14	45/4	VC1-2		(1)	311-100												PUMP SITE
			VA9-1R															10' X-ARM
7-186	300	40/4	VC7-1					1	E5-2									END 3Ø
			VA9-1															
STUB	-	35/4	VA8		3/VM5-5			3	E1-2	AA	3	F1-3						

( ) - INDICATES EXISTING UNITS ** - INDICATES REMOVAL UNITS*

UNIT TABULATION

Pt. of Line					

PRIMARY LINE FT. CONSUMERS ADD RETIRE

524

RECORDED DECEMBER 20, 1996 BK 383 PG 525 NO 244534 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

TRAVIS SAM PETERSON and PAMELA J. PETERSON, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **KASMIER J. KULESHA and FLORENCE L. KULESHA, husband and wife as tenants by the entirety**, whose address is 30 Pinedale Avenue, Story, WY 82842, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 16 and 17 in Block 1, Dowling's Subdivision, Story Community, Sheridan County, Wyoming.

ALSO that part of Lot 15, Block 1, Dowling's Subdivision described as follows:

Beginning at the Northwest corner of Lot 15, Block 1, Dowling's Subdivision, thence S32°W, a distance of 196 feet to the Southwest corner of said Lot 15; thence S48°03'30"E, a distance of 18.08 feet; thence N26°53'E, a distance of 199.92 feet to the point of beginning.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 20th day of December, 1996.

Travis Sam Peterson

Pamela J. Peterson

STATE OF WYOMING)
) ss
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me by Travis Sam Peterson and Pamela J. Peterson, this 20th day of December, 1996.

Witness my hand and official seal.

Monica J. Jespersen
Notary Public

Monica J. Jespersen
County of
Johnson
My Commission Expires
May 10, 1997
Notary Public
State of
Wyoming

My Commission Expires 5-10-97

526

RECORDED DECEMBER 23, 1996 BK 383 PG 526 NO 244545 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration to me in hand paid,

MARTIN R. CONNELL, Trustee of the LOIS R. MOORE REVOCABLE TRUST, whose mailing address is P.O. Box 1397, Billings, Yellowstone County, Montana, 59103,

hereby conveys and quitclaims to

LOIS R. MOORE of 10518 Tropicana Circle, Sun City, Arizona 85351,

an undivided forty percent interest in the following described real property situated in Sheridan County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming:

The East 25 feet of Lot 2, and the West 50 feet of Lot 3 (also described as the Easterly 25 feet of Lot 2 and the Westerly 50 feet of Lot 3), all in Block 2, Town of Lodore, Sheridan County, Wyoming, together with all improvements situate thereon.

Said Lots are situated in the NE1/4SW1/4 of Section 8, Township 53 North, Range 83 West of the Sixth Principal Meridian.

WITNESS my hand this 12 day of December, 1996.

MARTY R. CONNELL, Trustee of the
Lois R. Moore Revocable Trust

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on December 12, 1996, by MARTY R. CONNELL, Trustee of the Lois R. Moore Revocable Trust.

Mary A. Phil
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 11-30-97

(SEAL)

RECORDED DECEMBER 23, 1996 BK 383 PG 527 NO 244546 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration to me in hand paid,

LOIS R. MOORE, Grantor, of 10518 Tropicana Circle, Sun City, Arizona 85351,

hereby conveys and quitclaims to

LEROY MOORE, II, and GLORIA E. MOORE, husband and wife, as tenants by the entirety of Story, Wyoming,

each an undivided twenty percent interest (for a total of forty percent interest) in the following described real property situated in Sheridan County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming:

The East 25 feet of Lot 2, and the West 50 feet of Lot 3 (also described as the Easterly 25 feet of Lot 2 and the Westerly 50 feet of Lot 3), all in Block 2, Town of Lodore, Sheridan County, Wyoming, together with all improvements situate thereon.

Said Lots are situated in the NE1/4SW1/4 of Section 8, Township 53 North, Range 83 West of the Sixth Principal Meridian.

WITNESS my hand this 13 day of December, 1996.

Lois R. Moore
LOIS R. MOORE

STATE OF ARIZONA)
: ss.
County of MARICOPA)

This instrument was acknowledged before me on 12/13, 1996, by LOIS R. MOORE.

Debra Johnson
Notary Public for the State of Arizona
Residing at PHOENIX, Arizona
My commission expires My Commission Expires Jan. 19, 2000

(SEAL)

527

528

RECORDED DECEMBER 23, 1996 BK 383 PG 528 NO 244632 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

RICHARD M. DAVIS, JR., a single person, Grantor, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, conveys and quitclaims to **RICHARD M. DAVIS, JR., sole Trustee, or his successors in trust, under the RICHARD M. DAVIS, JR. LIVING TRUST, dated December 19, 1996**, Grantee, whose address is 1288 Absaraka, Sheridan, Wyoming 82801, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Lot 7A and the South 10 feet of Lot 7, Replat of Lots 2-8, Block 3, Colony South Addition to the City of Sheridan, Sheridan County, Wyoming.

TOGETHER with all improvements and appurtenances situate thereon.

SUBJECT to all easements, reservations, restrictions and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 19th day of December, 1996.

Richard M. Davis

RICHARD M. DAVIS, JR.

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 19 day of December, 1996, by Richard M. Davis, Jr.

WITNESS my hand and official seal.

CATHERINE P. VERYZER - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Feb. 10, 2000

Catherine P. Veryzer
Notary Public

My Commission Expires: 2-10-00.

RECORDED DECEMBER 23, 1996 BK 383 PG 529 NO 244633 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

RICHARD M. DAVIS, JR. and TAMI JO STROUP, Grantors, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, convey and quitclaim to **RICHARD M. DAVIS, JR., sole Trustee, or his successors in trust, under the RICHARD M. DAVIS, JR. LIVING TRUST, dated December 19, 1996**, Grantee, whose address is 1288 Absaraka, Sheridan, Wyoming 82801, all right, title and interest, including any after-acquired title, in the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Tracts 1, 2, 3, 4 and 5 of Wilford Hills.

A subdivision in Sheridan County, Wyoming, as recorded in Book 2 of Plats, Page 38.

And a strip of land situated along the easterly line of Plateau Drive, Wilford Hills, being 1.0 feet wide when measured at right angles in a westerly direction from the following described east line of said strip:

Beginning at a point on South line of the NW¼SW¼ of Section 34, T56N, R84W, which is 80.8 feet east of the southwest corner of said NW¼SW¼; thence Northwesterly for a distance of 106.2 feet to a point of the West line of Section 34, which is 69 feet North of the South line of said NW¼SW¼; thence N14°00'W, 234.0 feet; thence N2°08'E, to the Southeast corner of Tract 1, Wilford Hills.

TOGETHER with all improvements and appurtenances situate thereon.

SUBJECT to all easements, reservations, restrictions and covenants of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 19th day of ~~of~~ December, 1996.

RICHARD M. DAVIS, JR.

TAMI JO STROUP

529

530

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 19 day of December, 1996, by Richard M. Davis, Jr. and Tami Jo Stroup.

WITNESS my hand and official seal.

Catherine P. Venyzer
Notary Public

Commission Expires: 2-10-00

RECORDED DECEMBER 23, 1996 BK 383 PG 531 NO 244637 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

RONALD D. ROMEO, a single person, and TRACY L. KESTER, a single person, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **EDWARD G. SLONKSNIS and ELAINE J. SLONKSNIS, husband and wife**, grantees, whose address is 5901 Coffeen Ave #4, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 6, Block 3, Sherri View Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, page 270.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

SUBJECT TO THOSE RESTRICTIONS IMPOSED BY THAT WARRANTY DEED RECORDED JUNE 28, 1994, BOOK 367, PAGE 256, NUMBER 172458, and

Subject to all other reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS our hands this 20 day of December, 1996.

RONALD D. ROMEO

TRACY L. KESTER

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by RONALD D. ROMEO and TRACY L. KESTER, this 20 day of December, 1996.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 12/14/99

RECORDED DECEMBER 23, 1996 BK 383 PG 532 NO 244645 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **ANN MARIE CUSTIS, a single person,** Grantor, of the County of Sheridan, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantor, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives does remise, release, convey and forever quitclaim unto **CHARLES WILLIAM CUSTIS, a single person,** Grantee, whose address is P.O. Box 126, Big Horn, WY 82833, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantor has or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

Lots 11, 13 and 15, and the West 8 feet of Lots 12, 14 and 16, all in Block 3, of the Town of Big Horn, Sheridan County, Wyoming.

AND

The East 25 feet of Main Street adjacent to Lots 11, 13 and 15, of Block 3, extending from the North line of said Lot 11, a distance of 105 feet South;

The North 15 feet of Second Street adjacent to the vacated portion of Main Street described above and also adjacent to Lot 15, Block 3, the alley between Lots 15 and 16, Block 3, and the West 8 feet of Lot 16, Block 3.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 16th day of DECEMBER, 1996.

Ann Marie Custis

Ann Marie Custis

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Ann Marie Custis, this 16th day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: 12-6-2000.

RECORDED DECEMBER 23, 1996 BK 383 PG 534 NO 244650 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

TWILLA M. BYKONICH and JOHN BYKONICH, wife and husband, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **PETER MOTT CRAWFORD, a single person,** whose address is 466 Morrill Street, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 13 and the East 17 feet of Lot 12, in Block 2 of Park Subdivision of Lots 7, 8, 9, 10 and 11, Block 2, Alger Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 14 day of December, 1996.

Twilla M. Bykonich
Twilla M. Bykonich

John Bykonich
John Bykonich

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Twilla M. Bykonich and John Bykonich this 14 day of December, 1996.

Witness my hand and official seal.

RHONDA A. BURKHART - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Dec. 1, 1998

Rhonda J. Burkhart
Notary Public

My Commission Expires 12/1/1998

RECORDED DECEMBER 23, 1996 BK 383 PG 535 NO 244653 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

ROBERT D. BENNETT, a single person, GRANTOR, of _____ County, State of North Dakota, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **MIKE D. NICKEL and JULIA A. NICKEL, husband and wife, as tenants by the entirety,** whose address is 449 Upper Prairie Dog Rd., Banner, WY 82832, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 7, Block 4, Amended Plat of Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 13 day of December, 1996.

Robert D. Bennett

STATE OF ~~NORTH DAKOTA~~ Minnesota)
)ss
COUNTY OF Clay)

The foregoing instrument was acknowledged before me by Robert D. Bennett this 13 day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires Jan 31, 2000

ROXANN M. DEPEE
NOTARY PUBLIC—MINNESOTA
CLAY COUNTY
My Commission Expires JAN. 31, 2000

536

RECORDED DECEMBER 23, 1996 BK 383 PG 536 NO 244655 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

PHYLLIS LEGOSKI, a single person, and **LORI LYNN LEGOSKI,** a single person, both of Sheridan County, Wyoming (hereinafter referred to as Grantors, whether one or more), for valuable consideration, **CONVEY AND QUITCLAIM** to **PHYLLIS A. LEGOSKI, as Trustee, and to her successors in trust, of The Phyllis A. Legoski Revocable Trust, dated October 10, 1996,** whose address is 4918 Coffeen Avenue, Sheridan, Wyoming 82801 (Grantee), all right, title and interest in the following-described real estate situate in Sheridan County, Wyoming:

A tract of land situated in the SW1/4NW1/4 of Section 14, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

Commencing at the Northwest corner of said Section 14; thence S00°22'59"W, 1302.31 feet along the West line of the NW1/4 to the point of beginning of the herein described tract, said point being the Northwest corner of said SW1/4NW1/4; thence N89°45'33"E, 596.02 feet to a point, said point lying in the centerline of Little Goose Creek; thence S18°38'15"W, 126.26 feet along said centerline of Little Goose Creek and the West line of a tract of land described in Book 345 of Deeds, Page 1, to a point; thence N89°57'20"E, 333.20 feet to a point; thence S00°00'51"E, 97.43 feet to a point; thence N89°57'20"E, 395.06 feet to a point, said point lying on the West right of way line of Coffeen Avenue (A.K.A. US Highway 87); thence S00°36'52"W, 20.00 feet along said West right of way line to a point, said point being the Northeast corner of a tract of land described in Book 173 of Deeds, Page 143; thence S89°57'20"W, 1285.34 feet to a point, said point being the Southwest corner of a tract of land described in Book 185 of Deeds, Page 448, said point also lying on said West line of the SW1/4NW1/4; thence N00°22'59"E, 240.00 feet along said West line to the point of beginning of said tract.

Said tract contains 4.184 acres of land, more or less.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Grantors release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

The Grantee holds this property as trustee of The Phyllis A. Legoski Revocable Trust, dated October 10, 1996. The Settlor of the trust is Phyllis A. Legoski, who has an unrestricted power to amend or revoke the terms of said trust.

IN WITNESS WHEREOF, we hereunto set our hand and seal this 23rd day of December, 1996.

Phyllis A. Legoski

Phyllis Legoski

Lori Lynn Legoski

Lori Lynn Legoski

STATE OF WYOMING)
: ss. **ACKNOWLEDGMENT**
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 10th day of October, 1996, by **Phyllis Legoski.**

WITNESS my hand and official seal.

John F. Cann
Notary Public

My Commission expires: October 19, 2000

STATE OF WYOMING)
: ss. **ACKNOWLEDGMENT**
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 23rd day of December, 1996, by **Lori Lynn Legoski.**

WITNESS my hand and official seal.

Karen L. Case
Notary Public

My Commission expires: May 5, 2000

538

RECORDED DECEMBER 23, 1996 BK 383 PG 538 NO 244656 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

CHARLES P. KANE and ARLENE H. KANE, husband and wife, Grantors, of Sheridan County, and State of Wyoming, for and in consideration of One Dollar and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT to SR CATTLE COMPANY, Grantee, whose address is c/o Charles P. Kane, Wolf, Wyoming 82844, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 57 North, Range 85 West, 6th P.M.

Section 30: SE¼SW¼, SW¼SE¼
Section 31: Lots 1, 2, 3 and 4, NE¼, E½NW¼, NE¼SW¼, N½SE¼, SE¼SW¼, S½SE¼
Section 32: NW¼NW¼, S½N½, S½
Section 33: NW¼NE¼, S½N½, N½SW¼

Township 56 North, Range 85 West, 6th P.M.

Section 6: Lots 4 and 5, SE¼NW¼

Township 56 North, Range 86 West, 6th P.M.

Section 1: Lots 1, 2 and 3, S½NE¼, SE¼NW¼, W½W½
Section 2: E½E½

Township 57 North, Range 86 West, 6th P.M.

Section 25: and 36: All that portion of the W½SE¼, of Sec. 25 and W½NE¼ of Sec. 36 lying and being Easterly and Southerly of "Extension of Wolf Creek Road, Keystone Ranch to Ranchester" (except 6.8 acres in the Southwest corner of the SW¼NE¼ of said Sec. 36, more fully described in Book 7 of Deeds, Page 145).
Section 36: E½NE¼, NE¼SE¼, SE¼SE¼; also W½SE¼ excepting the following tract of land containing 13 acres, more or less, to-wit: Beginning at a point in the center of Wolf Creek Road, said point being located East 460 feet from the center of said Section 36; thence along the center of said road in a Southerly and Westerly direction to a point on the West line of said W½SE¼, said point being located South 1800 feet, more or less, from said center of Sec. 36; thence North, along said West line of said W½SE¼ to the center of said Sec. 36; thence East 460 feet to the point of beginning.

Township 58 North, Range 86 West, 6th P.M.

Section 19: E½SW¼
Section 29: W½SW¼, SE¼SW¼, SW¼SE¼
Section 30: E½W½, SE¼NE¼, E½SE¼, NW¼NE¼, SW¼SE¼, SW¼NE¼, except the South 660 feet of the SW¼NE¼ and the NW¼SE¼ except the North 330 feet of the NW¼SE¼
Section 31: NE¼NE¼
Section 32: NE¼NW¼, NW¼NE¼, NW¼NW¼

Subject to all rights-of-way, easements and prior reservations of record and all liens and encumbrances of record.

Together with all improvements situate thereon and all water and water rights, ditches and ditch rights belonging thereunto.

EXCEPTING AND RESERVING to the Grantors, and to their heirs and assigns, all oil, gas and other minerals and fissionable materials, presently owned by said Grantors, contained in or underlying said lands, together with the right to enter thereon for the purpose of drilling for or mining the said coal, oil, gas and other minerals and fissionable materials, and the right to use so much of the surface as may be necessary for such purposes, provided the owner of the surface is reasonably compensated for any damage done thereto.

WINTESS their hands this 3rd day of June, 19 81.

Charles P. Kane
Charles P. Kane

Arlene H. Kane
Arlene H. Kane

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 3rd day of June, 19 81, by CHARLES P. KANE and ARLENE H. KANE, husband and wife.

WITNESS my hand and official seal.

Notary Public

My Commission expires: December 1, 1983.

RECORDED DECEMBER 23, 1996 BK 383 PG 540 NO 244657 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

LILLIAN M. KANE, a single person, Grantor, of Sheridan County, and State of Wyoming, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof if hereby acknowledged, CONVEY AND WARRANT TO SR CATTLE COMPANY, Grantee, whose address is Wolf, Wyoming 82844, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 56 North, Range 86 West, 6th P.M.

Section 23: E½SE¼
Section 24: S½N½, S½
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼, NE¼NW¼, S½NW¼, N½S½ and the S½SW¼ save and except the following described tract:
Beginning at the Southwest corner of said Section 26, thence North 1057 feet to the center of the County Road; thence South 58°15' East 2006 feet along the center of the County Road to the South line of said Section 26; thence West 1075 feet to the place of beginning and containing 20.68 acres, more or less.

Section 27: S½NE¼, SE¼NW¼

Township 56 North, Range 85 West, 6th P.M.

Section 18: SE¼
Section 19: Lots 2, 3, N½NE¼, NE¼SW¼, SW¼NE¼, SE¼NW¼ NW¼SE¼

Together with all improvements situate thereon and all water, water rights, ditches and ditch rights and reservoir rights appertaining or belonging thereunto.

ALSO EXCEPTING AND RESERVING to the Grantor, and to her heirs and assigns, all oil, gas and other minerals and fissionable materials, presently owned by said Grantor contained in or underlying said lands, together with the right to enter thereon for the purpose of drilling for or mining the said coal, oil, gas and other minerals and fissionable materials, and the right to use so much of the surface as may be necessary for such purposes, provided the owner of the surface is reasonably compensated for any damage done thereto.

ALSO, together with all leases of whatsoever nature or kind appertaining to the above described property shall be assigned and transferred by Grantor to Grantee.

WITNESS her hand this 30th day of July, 1981.

Lillian M. Kane
LILLIAN M. KANE

STATE OF WYOMING)
) SS.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by LILLIAN M. KANE, a single person, this 30th day of July, 1981.

WITNESS my hand and official seal.

Austin P. Riedle
Notary Public

My Commission Expires: December 1, 1983

542

RECORDED DECEMBER 24, 1996 BK 383 PG 542 NO 244661 RONALD L. DAILEY, COUNTY CLERK

NOTICE OF AGREEMENT FOR WARRANTY DEED

Notice is hereby given that an Agreement for Warranty Deed dated the 1st day of December, 1996, has been entered into by and between **Charles G. ("Buzz") Malli**, as Buyer, and **Teresa L. Jurosek**, as Seller, covering the following described real property in Sheridan County, Wyoming to wit:

Lots 1 through 5, Block 4, Arvada Original Addition, Town of Arvada, Sheridan County, Wyoming.

Together with all improvements situated thereon and all appurtenances thereunto belonging.

Together with the personal property and business names herein described.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Upon due performance by Buyer of all conditions and obligations to be performed by Buyer under the Agreement for Warranty Deed, Seller shall deliver to Buyer a Warranty Deed covering the property described above.

In the event Buyer fails to keep and perform all of the obligations of the Agreement for Warranty Deed, Seller may declare the Agreement for Warranty Deed null and void, terminating the rights of Buyer thereunder, at which time a Quitclaim Deed of the Buyer covering the property described above will be delivered to Seller and this Notice will have no further force and effect.

Tax notices regarding the property should be sent to the Buyer at the following address:

Charles G. ("Buzz") Malli
Box 31
Arvada, WY 82831

DATED effective this 1st day of December, 1996.

BUYER:

Charles G. ("Buzz") Malli

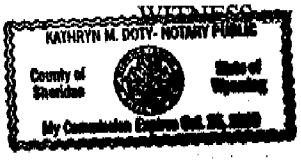
SELLER:

Teresa L. Jurosek

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **Charles G. ("Buzz")** Malli, Inc., this 23rd day of December, 1996.

WITNESS my hand and notarial seal.



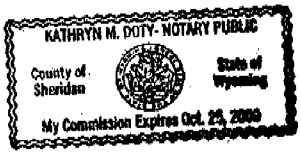
Kathryn M. Doty
Notary Public

My commission expires: Oct. 25, 2000

STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **Teresa L. Jurosek,** this 10th day of December, 1996.

WITNESS my hand and notarial seal.



Kathryn M. Doty
Notary Public

My commission expires: Oct. 25, 2000

RECORDED DECEMBER 24, 1996 BK 383 PG 544 NO 244703 RONALD L. DAILEY, COUNTY CLERK

DEED OF CONSERVATION EASEMENT
(GOOSE CREEK SITE- RIZZUTO)

THIS GRANT DEED OF CONSERVATION EASEMENT is made and entered into this 20th day of December, 1996 by LEANDRO RIZZUTO, whose address is 75 Rapid Creek Road, Sheridan, WY 82801 (hereinafter referred to as "Grantor"), and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, whose address is 1815 North Lynn Street, Arlington, VA 22209 (hereinafter referred to as the "Conservancy"),

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain real property in Sheridan County, Wyoming, more particularly described in Exhibit A hereto (hereinafter referred to as the "Grantor's Land"); and

WHEREAS, Grantor's Land currently remains in a substantially undisturbed, natural state and has significant ecological and open-space values and provides significant relatively natural habitat for native wildlife and plants; and

WHEREAS, all of the natural elements and ecological and open-space values on Grantor's Land are of great importance to Grantor and the Conservancy and to the people of the State of Wyoming, and are worthy of preservation; and

WHEREAS, Grantor, as owner in fee of Grantor's Land, owns the affirmative rights to identify, to preserve and protect in perpetuity, and to enhance and restore the native species, natural features, and processes of Grantor's Land; and

WHEREAS, Grantor desires and intends to transfer such rights to the Conservancy; and

WHEREAS, the Conservancy is organized to preserve and protect natural areas and ecologically significant land for aesthetic, scientific, charitable, and educational purposes, and is qualified under Section 170(h)(3) of the Internal Revenue Code of 1954, as amended, to acquire and hold conservation easements;

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor does hereby convey to The Nature Conservancy, a District of Columbia non-profit corporation, its successors and assigns, a conservation easement in perpetuity [illegible] of the rights hereinafter enumerated, over and across [illegible] referred to as the "Conservation

1. Purposes. It is the purpose of this Conservation Easement to preserve and protect in perpetuity and to enhance and restore the significant relatively natural habitat and natural ecosystems of Grantor's Land, and to preserve the open space condition of Grantor's Land for scenic enjoyment. Specifically, and without limitation of the general purposes, it is the purpose hereof to preserve, protect, and enhance upon mutual agreement, the natural habitats and open space conditions on Grantor's Land. In so doing, it is the purpose of this Conservation Easement to permit the continuation on Grantor's Land of such ranching, agricultural, recreational and residential uses as are consistent with the conservation purposes of this Conservation Easement.

2. Easement Documentation Report. The parties acknowledge that an Easement Documentation Report (the "Report") of Grantor's Land has been prepared or will be prepared within one year of the recordation of the conservation easement by a competent naturalist familiar with the environs. The Report will be reviewed and approved by the Conservancy and Grantor as an accurate representation of the biological and physical condition of Grantor's Land at the time of this grant. The Report, signed by Grantor and the Conservancy, will be placed on file with the Conservancy and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of Grantor's Land, the parties may utilize the Report and any other relevant documents, surveys or other information to assist in the resolution of the controversy.

3. Conservancy's Rights. The rights conveyed to the Conservancy by this Conservation Easement are the following:

A. To identify, to preserve and protect in perpetuity and to enhance by mutual agreement, the significant relatively natural habitat for plants and wildlife and similar ecosystems on Grantor's Land.

B. To enter upon Grantor's Land to enforce the rights herein granted, to study and make scientific observations of its ecosystems, and to determine whether Grantor's activities are in compliance with the terms of this Conservation Easement, all upon reasonable prior notice to Grantor, and in a manner that will not unreasonably interfere with the use being made of Grantor's Land, consistent with this Conservation Easement, at the time of such entry. The Conservancy shall also have the right of immediate entry to Grantor's Land if, in the Conservancy's sole judgment, such entry is necessary to prevent damage to or the destruction of the conservation purposes of this Conservation Easement, which will be reasonably exercised and will take into account Grantor's right to engage in ranching, agricultural, recreational and residential activities as set out in paragraph 1 herein.

C. To obtain injunctive and other equitable relief against any activity on, or use of, Grantor's Land which is inconsistent with the Conservation Easement and to enforce the restoration of such areas or features of Grantor's Land as may be damaged by such activities after providing Grantor with reasonable notice and a reasonable opportunity to cure.

4. Grantor's Rights. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with this Conservation Easement, and these practices may not be prevented or limited by this Conservation Easement except for the requirement of prior approval from the Conservancy where provided herein:

A. To pasture and graze domestic livestock; provided (1) that range shall be maintained in a "good" or "excellent" condition as determined by the standards of the U.S.D.A. Soil Conservation Service; and (2) further, that such grazing shall not adversely affect the wintering habitat for elk and mule deer or the other significant relatively natural habitat for plants, wildlife, and similar ecosystems on Grantor's Land.

B. To continue agricultural and ranching activity on Grantor's Land, which shall specifically include the right to lease pasture for grazing purposes only.

C. To build, maintain, and repair perimeter and other fencing related to the ranching and residential uses permitted herein provided that fencing shall be constructed so as not to exclude or unduly restrict wildlife movement.

D. To maintain, remove, repair, and, in the event of its destruction, to reconstruct or replace any buildings, improvements, wells, or irrigation structure now existing or permitted hereunder with another of similar size, function, capacity, location, and materials, and to construct additional structures after a determination is made in good faith by the Conservancy that the construction of the structure would be consistent with and not adversely affect the purposes of this easement, and to construct fish ponds in a manner and in locations consistent with the conservation purposes of this easement.

E. To construct utility systems within existing easements of rights of way and to maintain or repair such utility systems and roads as are necessary for the uses of Grantor's Land permitted hereunder.

F. To cultivate, harvest, seed, and otherwise maintain or improve the existing cultivated fields delineated in the Report.

G. To use agrichemicals, including, but not limited to, fertilizers, only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and agricultural purposes, it being understood and agreed that the use of such chemicals shall in all cases be conducted in such a manner as to minimize any adverse effects upon the underlying natural habitat values and surface or subsurface water resources of Grantor's Land.

H. To fish and hunt any game species, providing fishing and hunting are done in a manner that does not adversely affect the viability of any species' population and is done in a manner consistent with the game laws of the state of Wyoming.

I. To continue existing residential and recreational uses on Grantor's Land, which shall specifically include the right to ride horses on, over and across Grantor's Land and to hike, picnic, and engage in other passive recreational activities on Grantor's Land.

J. To use motorized vehicles off roadways for the agricultural, ranching, and recreational purposes permitted herein, provided off-road travel is done in a manner which does not adversely affect the conservation purposes of this easement.

5. Notice. Grantor shall not undertake any activity pursuant to the underlined portions of provisions 4.D. without first having notified the Conservancy as provided herein. Prior to the commencement or undertaking of any such activity, Grantor shall send the Conservancy written notice of the intention to commence or undertake such activity. Said notice shall inform the Conservancy of all aspects of such proposed activity including, but not limited to, the nature, siting, size, capacity, and number of improvements, facilities, or uses.

Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to the Conservancy's Western Regional Attorney, 2060 Broadway, Suite 230, Boulder, Colorado 80302, with a copy to the Conservancy's Wyoming Field Office, 258 Main Street, Lander, Wyoming 82520, or to such other address as Grantor from time to time may be informed of in writing by the Conservancy.

The Conservancy shall have thirty (30) days from the posting of such notice, as indicated by the registered or certified return

modified to be consistent with this Conservation Easement. The proposed activity may thereafter be conducted only in a manner that is mutually acceptable to Grantor and the Conservancy.

The Conservancy's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, to Grantor at the address set forth above, or to such other address as the Conservancy from time to time may be informed of in writing by Grantor.

Should the Conservancy fail to post its response to Grantor's notice within thirty (30) days of the posting of said notice, the proposed activity shall automatically be deemed consistent with the terms of this Conservation Easement, the Conservancy having no further right to object to the activity identified by such notice.

Grantor shall be under no liability or obligation for any failure in the giving of notice as required above with regard to any activity undertaken by Grantor necessitated by virtue of fire, flood, act of God, or other element, or cause beyond the control of Grantor similar to those hereinabove specified.

6. Prohibited Activities. The following uses and practices by Grantor are inconsistent with the purpose of this Conservation Easement, and shall be prohibited:

A. The change, disturbance, alteration, or impairment of the significant relatively natural habitat for plants, wildlife, or similar ecosystems within and upon Grantor's Land, except as provided herein.

B. The construction or placement of any buildings, camping accommodations, mobile homes, boat ramps, bridges, billboards, or other advertising materials or any structures, except as expressly provided herein.

C. The removal, destruction, or cutting of native vegetation, except for agricultural purposes, by grazing, or personal-use firewood cutting as expressly provided herein.

D. The introduction of non-native plant or animal species, except for grazing permitted herein.

E. The use of agrichemicals, except as provided herein.

F. The construction of any roads or vehicle trails, except as provided herein.

G. The trapping of animals and the hunting of any non-game animals, except as provided herein.

H. The exploration for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of Grantor's Land.

I. The division, subdivision, or de facto subdivision of Grantor's Land.

J. The use of any motorized vehicles off roadways now existing or new roadways permitted herein, except for those ranching, agricultural and recreational purposes permitted herein.

K. The establishment or maintenance of any commercial feed lot, which shall be defined for purposes of this Conservation Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.

L. The dumping or other disposal of toxic materials or of non-compostable refuse.

M. The manipulation, diversion, or other alteration of natural water courses, wetlands, or other bodies of water or any practice which degrades or destabilizes their natural banks or shorelines.

N. The degradation, pollution, or drainage of any surface or sub-surface water.

O. Any change in the topography of Grantor's Land through the placement therein of soil, land fill, dredging spoils, or other material, except as incidental and necessary to the activities permitted herein.

P. The harvest of timber.

Q. Any commercial or industrial use, except the ranching and agricultural activity permitted herein.

7. Remedies. Should Grantor undertake any activity requiring approval of the Conservancy without or in advance of securing such approval, or undertake any activity in violation of the terms of this Conservation Easement, the Conservancy shall give the Grantor written notice of the violation, and if the Grantor fails to correct the violation within 30 days following receipt of the notice, the Conservancy shall have the right to force the restoration of that portion of Grantor's Land affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the prevailing party

shall be entitled to its costs of suit, including attorneys' fees, and, if the Conservancy prevails, the cost of such restoration. In the event that redress is secured without a completed judicial proceeding, the parties shall each be liable for their respective costs of suit. Nothing herein contained shall be construed to preclude Grantor from exhausting his legal remedies in determining whether the proposed activity to which the Conservancy has objected is inconsistent with the Conservation Easement.

8. Taxes. Grantor agrees to pay any and all real property taxes and assessments (including any assessments of the Big Goose-Soldier Creek Water District) levied by competent authority on Grantor's Land, including any tax or assessment on the Conservation Easement herein granted. If the Grantor or his/her successors and assigns, become delinquent in payment of said taxes or assessments, such that a lien against the land is created, the Conservancy at its option, shall have the right to purchase and acquire the Grantor's, or his/her successor's or assign's, interest in said Grantor's Land by paying funds to discharge said lien or delinquent taxes or assessments, or to take other actions as may be necessary to protect the Conservancy's interest in the Grantor's Land and to assure the continued enforceability of this Conservation Easement. Grantor shall notify the Conservancy in writing of the filing of any liens against Grantor's Land within ten (10) days of the filing of such a lien.

9. Costs. Grantor agrees to bear all costs of his/her operation, upkeep, and maintenance of Grantor's Land, and does hereby indemnify the Conservancy therefrom.

10. Liabilities. Grantor shall hold harmless, indemnify, and defend the Conservancy and the Conservancy's members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with the presence or release of any hazardous material or substance of any kind on Grantor's Land. This paragraph shall not apply in the case of any hazardous material or substance in any manner placed on Grantor's Land by the Conservancy or the Conservancy's representatives or agents.

11. Access. Nothing herein contained shall be construed as affording the public access to any portion of Grantor's Land subject to this Conservation Easement.

12. Amendments. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and the Conservancy may, by mutual written

agreement, jointly amend this Conservation Easement; provided that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of the Conservancy under any applicable laws, including Section 170(h)(3) and 501(c)(3) of the Internal Revenue Service Code of 1986. Any such amendment shall be consistent with the purpose of this Conservation Easement, shall not affect its perpetual duration, shall not permit additional residential development on Grantor's Land other than residential development permitted by this Conservation Easement on its effective date, and shall not permit any impairment of the significant conservation values of Grantor's Land. Nothing in this paragraph shall require Grantor or the Conservancy to agree to any amendment or to consult or negotiate regarding any amendment.

13. Assignment. The Conservancy may assign this Conservation Easement without Grantor's consent, provided that (1) the Conservancy shall require, as a condition of such transfer, that the conservation purposes of this Conservation Easement continue to be carried out; and (2) any assignment shall be made only to an organization qualified at the time of transfer as an eligible donee under Internal Revenue Code Section 170(h)(3) or its successor, or any regulations issued thereunder.

14. Change of Conditions. The Conservancy hereby covenants and agrees that in the event that a later unexpected change in the conditions of or surrounding Grantor's Land makes impossible or impractical any continued use of Grantor's Land for the conservation purposes described herein, and the restrictions are extinguished by judicial proceeding, then, upon the subsequent sale, exchange, or condemnation of Grantor's Land, the Conservancy will apply its share (determined as set forth below) of any proceeds received from such sale, exchange, or taking in a manner consistent with the conservation purposes of this Conservation Easement or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC 170(L)(4)(a)ii, as amended, and in regulations promulgated thereunder.

For purposes of compliance with Treasury Regulations Section 1.170A-14(g)(6)(ii), the Grantor hereby agrees that at the time of the conveyance of this Conservation Easement to the Conservancy, the donation of this Conservation Easement by the Grantor gives rise to a real property right, immediately vested in the Conservancy, with a fair market value of said Conservation Easement as of the date of contribution that is at least equal to the proportionate value that this Conservation Easement at the time of the contribution bears to the fair market value of the property as a whole at that time. That proportionate value of the Conservancy's property rights shall remain constant.

Whenever all or part of the Grantor's Land is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Conservancy shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Conservancy's and Grantor's interests as specified above; all expenses incurred by the Grantor and the Conservancy in this action shall be paid out of the recovered proceeds.

15. Appurtenant Easement. The Conservation Easement granted herein is appurtenant to certain other real property granted to the Conservancy contemporaneously with this conveyance, and more particularly described in Exhibit B, attached hereto and made a part hereof by this reference.

16. Enforcement. Enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of the Conservancy. Any forbearance on behalf of the Conservancy to exercise its rights hereunder in the event of any breach by Grantor shall not be deemed or construed to be a waiver of the Conservancy's rights hereunder in the event of any subsequent breach.

17. Binding Effect. This Conservation Easement shall run with and burden title to Grantor's Land in perpetuity, and shall bind Grantor, and his heirs, administrators, personal representatives, successors, and assigns of each of them. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant will be inserted by him in any subsequent deed or other legal instrument by which the Grantor divests himself of either the fee simple title to or his possessory interest in the Grantor's Land.

18. Definitions. The terms "Grantor" and "Conservancy," wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and his/her heirs, personal representatives, executors, administrators, successors, and assigns, and the Conservancy, its successors, and assigns.

19. Extinguishment. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether with respect to all or part of Grantor's Land, by judicial proceeding in a court of competent jurisdiction.

20. Invalidity of Provision. If any provision of this Deed of Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Deed of Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

21. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 12 above.

22. Notices. Any notice that either party desires or is required to give to the other shall be in writing and sent by registered or certified mail, return receipt requested, addressed as follows:

Grantor:	Leandro Rizzuto 75 Rapid Creek Road Sheridan, WY 82801
The Conservancy:	The Nature Conservancy Western Regional Attorney 2060 Broadway, Suite 230 Boulder, Colorado 80302
And a copy to:	The Nature Conservancy 258 Main Street, Suite 200 Lander, Wyoming 82520

or such other address as any of the above parties from time to time shall designate by written notice to the other.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20th day of December, 1996.

LEANDRO RIZZUTO

THE NATURE CONSERVANCY, a D.C. nonprofit corporation

By Patrick Kenor
Its Assistant Secretary

STATE OF Connecticut)
) ss.
COUNTY OF Fairfield)

I, Kathleen A. Andrade a Notary Public, hereby certify that on the 20th day of December, 19 96, personally appeared before me, LEANDRO RIZZUTO, who being by me first duly sworn, declared that he signed the foregoing document and has executed the same as his free act and deed.

WITNESS my hand and seal.

Kathleen A. Andrade
Notary Public

My commission expires: My Commission Exp. Aug. 31, 2001

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

I, Susan M. Kodish, a Notary Public, hereby certify that on the 19th day of December, 19 96, personally appeared before me, Patrick Kenor, representative of The Nature Conservancy, a D.C. nonprofit corporation, who being by me first duly sworn, declared that he signed the foregoing document and has executed the same as his free act and deed.

WITNESS my hand and seal.

SUSAN M. KODISH
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1/24/1998

Susan M. Kodish
Notary Public

My commission expires:

EXHIBIT A

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

A parcel of land lying in Section 32, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, more particularly described as:

Beginning at a point which is the West quarter corner of Section 32, said point being a 3" brass cap; thence S.0°15'52"E. a distance of 367.98 feet to a point (al. cap and #5 rebar); thence S.39°18'29"E. a distance of 703.48 feet to a point (al. cap and #5 rebar); thence N.19°41'07"E. a distance of 618.49 feet to a point (al. cap and #5 rebar); thence N.47°32'48"W. a distance of 890.17 feet to a point (al. cap and #5 rebar); thence S.0°14'00"E. a distance of 270.89 feet to the point of beginning.

Together with an easement for ingress and egress being fifty feet (50') wide, the centerline of which is described as follows:

Beginning at a point which is N.0°14'00"E. a distance of 149.35 feet from the West quarter corner of said Section 32, said point lying on the West Boundary of said parcel; thence N.44°28'40"W. a distance of 78.00 feet more or less to the centerline of Rapid Creek County Road.

Township 54 North, Range 85 West, 6th Principal Meridian
Sheridan County, Wyoming

Section 5: All
Section 7: S½S½
Section 8: W½ and W½E½
Section 17: SW¼
Section 18: W½ and SE¼

Township 55 North, Range 85 West, 6th Principal Meridian
Sheridan County, Wyoming

Section 20: E½SW¼ and W½SE¼
Section 28: SW¼
Section 29: S½, S½NE¼, NW¼NE¼, E½NW¼, SW¼NW¼, Part of the NW¼NW¼ lying Southeasterly of the County Road
Section 32: All
Section 33: W½

ALSO,

A parcel of land lying in Section 31, Township 55 North, Range 85 West, more particularly described as:

The East half of the Southeast quarter of Section 31 and that portion of the Northeast quarter of said Section 31 lying Southerly of the following described line:

Beginning at a point North 0°04'24" East, a distance of 1295.38 feet form the center of said Section 31; said point of beginning being on the West line of the Northeast quarter of said Section 31; thence, North 74°02'53" East, a distance of 1267.75 feet to a point; thence South 22°58'23" East, a distance of 168.48 feet to a point; thence North 84°57'19" East, a distance of 399.28 feet to a point; thence, South 46°51'32" East, a distance of 60.90 feet to a point; thence North 62°44'42" East, a distance of 168.72 feet to a point; thence, North 43°58'14" East, a distance of 629.54 feet to a point; thence, North 48°38'20" East, a distance of 408.10 feet to a point on the East line of the Northeast quarter of said Section 31; said point is South 0°13'37" East, a distance of 386.10 feet from the Northeast corner of said Section 31.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LANDS:

A tract of Land situated in the SE¼SE¼ of Section 32 and West½ of Section 33, Township 55 North, Range 85 West, East½ of Section 5, Township 54 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said Tract being more particularly described as follows:

Commencing at the Northeast corner of said Section 5; said point being the point of beginning of said tract; thence S.01°01'21"E., 5336.72 feet along the East line of said Section 5 to the Southeast corner of said Section 5; thence S.89°44'28"W., 1342.01 feet along the South line of said Section 5 to a point, said point being the Southwest corner of the SE¼SE¼ of said Section 5; thence N.05°15'11"W., 4723.25 feet to a point; thence N.42°46'16"E., 3113.22 feet to a point; thence N.32°06'50"E., 681.52 feet to a point; thence N.41°17'27"E., 2782.67 feet to a point, said point lying on the East line of said West½ of Section 33; thence S.00°04'31"E., 4299.17 feet along said West line to the South Quarter corner of said Section 33; thence S.89°39'32"W., 2639.10 feet along the South line of said Section 33 to the point of beginning.

ALSO EXCEPTING THEREFROM, A parcel of land located in the NE¼SW¼, Section 28, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, more particularly described as follows:

Beginning at the Northeast corner of the NE¼NE¼NE¼SW¼, said Section 28; thence West along the North line of said NE¼NE¼NE¼SW¼, 208.71 feet; thence South parallel with the East line of said NE¼NE¼NE¼SW¼, 208.71 feet; thence East parallel with the North line of said NE¼NE¼NE¼SW¼, 208.71 feet to the East line of said NE¼NE¼NE¼SW¼; thence North 208.71 feet to the point of beginning.

Exhibit B

A parcel of land located in the NE1/4SW1/4, Section 28, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, more particularly described as follows:

BEGINNING at the northeast corner of the NE1/4NE1/4NE1/4SW1/4, said Section 28; thence West along the North line of said NE1/4NE1/4NE1/4SW1/4, 208.71 feet; thence South parallel with the East line of said NE1/4NE1/4NE1/4SW1/4, 208.71 feet; thence East parallel with the North line of said NE1/4NE1/4NE1/4SW1/4, 208.71 feet to the East line of said NE1/4NE1/4NE1/4SW1/4; thence North, 208.71 feet to the point of beginning of this description, containing 1.00 acres more or less.

Said parcel is subject to any easements or rights-of-way that have been legally acquired.

WARRANTY DEED—FORM NO. 558 WYOMING BK THE HILLS COMPANY, SHERIDAN

RECORDED DECEMBER 24, 1996 BK 362 PG 558 NO 244704 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

Helen I. Ellis, a single person

grantor, of Sheridan County, and State of Wyoming, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO James M. Williamson and Edith E. Williamson, husband and wife, as an estate by the entireties with full right of survivorship,

grantees, whose address is 618 East Works Street, Sheridan, Wyoming, 82801

the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 7, 8, 9, 10, 11 and 12, Block 3, Palmer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon.

WITNESS my hand this 6th day of ~~July~~ August, 19 79.

Helen I. Ellis

State of Wyoming
County of Sheridan } ss.

The foregoing instrument was acknowledged before me by Helen I. Ellis, a single person,

this 6th day of ~~July~~ Aug., 19 79.

Witness my hand and official seal.

Wm. T. Archibald
Signature
Notary Public
Title of Officer

My Commission Expires: June 18, 1982

Recording requested by:

And when recorded mail to:

RECORDED DECEMBER 24, 1996 BK 383 PG 559 NO 244705 RONALD L. DAILEY, COUNTY CLERK

TAR PREFERRED MORTGAGE CORPORATION
23722 Birtcher Drive
Lake Forest, CA 92630

Loan Number: 21404793

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REQUEST FOR SPECIAL NOTICE

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust Recorded 9/9/94 as instrument No.BOOK 327 PAGE 595, in Book _____, Page ____, Official Records of SHERIDAN County, WYOMING as affecting herein described property, executed by LOWELL R. BRADSHAW AND MICHELLENE BRADSHAW, HUSBAND AND WIFE as Trustor in which NORWEST MORTGAGE, INC. is named as Beneficiary, and as Trustee, be mailed to TAR PREFERRED MORTGAGE CORPORATION, 23722 BIRTCHER DRIVE, LAKE FOREST, CA 92630 describing land therein as:
LOT 23, HOME RANCH SUBDIVISION, A SUBDIVISION IN SHERIDAN COUNTY, WYOMING, AS RECORDED IN BOOK 1 OF PLATS, PAGE 146
A.P.N.

Dated: December 6, 1996

T.A.R. PREFERRED MORTGAGE CORPORATION
a California Corporation

By: Teresa Smith
TERESA SMITH
Authorized Signer

STATE OF CALIFORNIA)
COUNTY OF ORANGE)Ss.

On 12/6/96 before me, the undersigned Notary Public, personally appeared TERESA SMITH 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.

BETH OWENS
Comm. # 1063348
NOTARY PUBLIC - CALIFORNIA
Orange County
My Comm. Expires June 28, 1999

Signature Beth Owens
BETH OWENS

559

560

RECORDED DECEMBER 24, 1996 BK 383 PG 560 NO 244707 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JEROME F. KURTZ and CAROLYN L. KURTZ, husband and wife, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **BRIAN H. FARR and JENNIFER K. FARR, husband and wife, as tenants by the entireties with full right of survivorship,** grantees, whose address is 1355 Birch Street, Sheridan, Wyoming, 82801, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 5, Block 2, Schwabauer Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 229.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 20th day of December, 1996.

JEROME F. KURTZ

CAROLYN L. KURTZ

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me by JEROME F. KURTZ and CAROLYN L. KURTZ, this 20th day of December, 1996.

WITNESS my hand and official seal.

BARBARA J. JONES - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires May 22, 2000

NOTARY PUBLIC

My Commission Expires: 5-22-00

RECORDED DECEMBER 24, 1996 BK 383 PG 561 NO 244711 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

RUTH F. BARNEY, a widow, dealing in her sole and separate property, **GRANTOR**, whose address is 1259 Pioneer Road, Sheridan, Wyoming 82801, **FOR AND IN CONSIDERATION** of family love and affection and for other good consideration, which is acknowledged, hereby does **CONVEY, QUITCLAIM, GIVE, AND GRANT** unto **RUTH F. BARNEY, TRUSTEE, OF THE RUTH F. BARNEY TRUST**, dated **December 14, 1996, GRANTEE**, and unto any Successor Trustee of said Trust, in continuing Trust nevertheless, for the benefit of Ruth F. Barney and other beneficiaries therein designated or described, **the address of which said Trust is 1259 Pioneer Road, Sheridan, Wyoming, 82801**, all of said GRANTOR'S right, title, and interest, including therein any after-acquired title, in the following described real property, situate in the County of Sheridan, State of Wyoming, to wit:

Lots 8 and 9, Block 13, in the Highland Park Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming;

TOGETHER WITH all improvements situate thereon and all appurtenances thereunto appertaining or belonging;

Said Lots being situated in the SE1/4 NE1/4 of Section 28, Township 56 North, Range 84 West of the 6th Principal Meridian.

Otherwise Known And Numbered As:

1259 Pioneer Road
Sheridan, Wyoming 82801

562

HEREBY RELEASING and WAIVING HOMESTEAD RIGHTS that otherwise might arise under or by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 14th day of December, 1996.

Ruth F. Barney

RUTH F. BARNEY

ACKNOWLEDGMENT

STATE OF WYOMING)
) **ss.**
County Of Sheridan)

The foregoing **QUITCLAIM DEED** was acknowledged before me this 14th day of December, 1996, by **RUTH F. BARNEY,** as **GRANTOR** therein, the same being personally known to me.

AS WITNESSETH my hand and official seal.

Robert James Wyatt

Notary Public

My commission expires: 19 MAR 99

RECORDED DECEMBER 24, 1996 BK 383 PG 563 NO 244712 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

RUTH F. BARNEY, a widow, dealing in her sole and separate property, **GRANTOR**, whose address is 1259 Pioneer Road, Sheridan, Wyoming 82801, **FOR AND IN CONSIDERATION** of family love and affection and for other good consideration, which is acknowledged, hereby does **CONVEY, QUITCLAIM, GIVE, AND GRANT** unto **RUTH F. BARNEY, TRUSTEE OF THE RUTH F. BARNEY TRUST**, dated **December 14, 1996**, **GRANTEE**, and unto any Successor Trustee of said Trust, in continuing Trust nevertheless, for the benefit of Ruth F. Barney and other beneficiaries therein designated or described, **the address of which said Trust is 1259 Pioneer Road, Sheridan, Wyoming, 82801**, all of said GRANTOR'S right, title, and interest, including therein any after-acquired title, in the following described real property, situate in the County of Sheridan, State of Wyoming, to wit:

The Southeast Quarter [SE1/4] of Section 3; Southeast Quarter [SE1/4] of Section 9; East half [E1/2] and Southwest Quarter [SW1/4] of Section 10; all in Township 56 North, and Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming;

TOGETHER WITH all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

564

HEREBY RELEASING and WAIVING HOMESTEAD RIGHTS that otherwise might arise under or by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 14th day of December, 1996.

Ruth F. Barney

RUTH F. BARNEY

ACKNOWLEDGMENT

STATE OF WYOMING)
) **ss.**
County Of Sheridan)

The foregoing **QUITCLAIM DEED** was acknowledged before me this 14th day of December, 1996, by **RUTH F. BARNEY,** as **GRANTOR** therein, the same being personally known to me.

AS WITNESSETH my hand and official seal.

ROBERT JAMES WYATT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

Robert James Wyatt

Notary Public

My commission expires: 19 MAR 99

RECORDED DECEMBER 24, 1996 BK 383 PG 565 NO 244713 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM MINERAL DEED

RUTH F. BARNEY, a widow, dealing in her sole and separate property, **GRANTOR**, whose address is 1259 Pioneer Road, Sheridan, Wyoming 82801, **FOR AND IN CONSIDERATION** of family love and affection and for other good consideration, which is acknowledged, hereby does **CONVEY, QUITCLAIM, GIVE, AND GRANT** unto **RUTH F. BARNEY, TRUSTEE OF THE RUTH F. BARNEY TRUST**, dated **December 14, 1996, GRANTEE**, and unto any Successor Trustee of said Trust, in continuing Trust nevertheless, for the benefit of Ruth F. Barney and other beneficiaries therein designated or described, **the address of which said Trust is 1259 Pioneer Road, Sheridan, Wyoming, 82801**, all of said GRANTOR'S right, title, and interest, including therein any after-acquired title, in the following described **MINERALS AND MINERAL INTERESTS**, including all income produced thereby or accruing or incidental thereto and all other leasehold or other rights thereto appurtenant, in and underlying the following described real property, situate in the County of Sheridan, State of Wyoming, to wit:

Tract No. 1

GRANTOR'S entire undivided one-half of one-half, that is a one-fourth [25%], interest in all coal, oil, gas and other minerals contained in or underlying the following lands:

Township 56 North, Range 84 West, Sixth Principal Meridian

Section 20: E1/2NE1/4

Section 21: West 1043 feet of the SW1/4NW1/4

TOGETHER WITH the right to enter thereon for the purpose of drilling for or mining said coal, oil, gas and other minerals and the right to use so much of the surface as may be necessary for such purposes.

[The foregoing, as set forth in that certain Warranty Deed that is dated November 30, 1969, and is recorded in Book 243, commencing at Page 539, in the office of the Clerk & Recorder, Sheridan County, Wyoming; and, as confirmed in that certain survivorship Affidavit Of Ruth F. Barney that is dated August 28, 1974, and is recorded in Book 203, commencing at Page 603, in the office of the Clerk & Recorder, Sheridan County, Wyoming.]

Tract No. 2

GRANTOR'S undivided one-half [50%], interest in all coal, oil, gas and other minerals contained in or underlying the following lands:

Township 56 North, Range 84 West, Sixth Principal Meridian

Section 21: That part of the N1/2NW1/4 thereof, which is described as follows:

Beginning at a point which is South 0°21′ West 50 feet from the Northwest corner of said Section 21 and on the South boundary line of the Road; thence along said boundary North 88° East 502 feet; thence South 0°21′ West 5 feet; thence South 83° East 125 feet; thence South 69° East 195 feet; thence South 79° East 200 feet; thence South 81° East 632 feet; thence South 85° East 45 feet; thence South 2° East 82 feet; thence South 16°30′ East 175 feet; thence South 35° East 166 feet to a point; thence South 42° East 95 feet; thence South 37° East 130 feet; thence South 29° East 275 feet; thence South 2° West 130 feet; thence South 30° West 55 feet; thence South 72°30′ West 215 feet to a point, which is on the South line of the N1/2NW1/4 of said Section 21; thence North 89°58′ West 1,895 feet, more or less, to the Southwest corner of the NW1/4NW1/4 of said Section 21; thence North 0°21′ East 1,249 feet to the point of beginning;

Containing 50 acres, more or less.

TOGETHER WITH the right to enter thereon for the purpose of drilling for or mining said coal, oil, gas and other minerals and the right to use so much of the surface as may be necessary for such purposes.

[The foregoing, as set forth in that certain Warranty Deed that is

dated January 29, 1970, and recorded in Book 180, commencing at Page 81, in the office of the Clerk & Recorder, Sheridan County, Wyoming; and, as confirmed in that certain survivorship Affidavit Of Ruth F. Barney that is dated August 28, 1974, and is recorded in Book 203, commencing at Page 603, in the office of the Clerk & Recorder, Sheridan County, Wyoming.]

Tract No. 3

GRANTOR'S entire undivided one-half of one-half, that is a one-fourth [25%], interest in all coal, oil, gas and other minerals and fissionable materials contained in or underlying the following lands:

Township 56 North, Range 85 West, Sixth Principal Meridian

Section 15: All that part of the S1/2N1/2 thereof, lying South of the County Road [sometimes knows as the Dry Creek Road]

Containing 86 acres more or less.

TOGETHER WITH the right to enter thereon for the purpose of drilling for or mining said coal, oil, gas and other minerals and fissionable materials and the right to use so much of the surface as may be necessary for such purposes.

[The foregoing, as set forth in that certain Warranty Deed that is dated January 15, 1972, and recorded in Book 193, commencing at Page 270, in the office of the Clerk & Recorder, Sheridan County, Wyoming; and, as confirmed in that certain survivorship Affidavit Of Ruth F. Barney that is dated August 28, 1974, and is recorded in Book 203, commencing at Page 603, in the office of the Clerk & Recorder, Sheridan County, Wyoming.]

Tract No. 4

GRANTOR'S entire undivided one-half of one-half, that is a one-fourth [25%], interest in all coal, oil, gas and other minerals and fissionable materials contained in or underlying the following lands:

Township 56 North, Range 85 West, Sixth Principal Meridian

Section 15: All that part of the N1/2 thereof, lying North of the South line of the County Road [sometimes known as the Dry Creek Road]

Containing 241.3 acres more or less.

TOGETHER WITH the right to enter thereon for the purpose of drilling for or mining said coal, oil, gas and other minerals and fissionable materials and the right to use so much of the surface as may be necessary for such purposes.

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[The foregoing, as set forth in that certain Warranty Deed that is dated July 25, 1972, and recorded in Book 220, commencing at Page 585, in the office of the Clerk & Recorder, Sheridan County, Wyoming; and, as confirmed in that certain survivorship Affidavit Of Ruth F. Barney that is dated August 28, 1974, and is recorded in Book 203, commencing at Page 603, in the office of the Clerk & Recorder, Sheridan County, Wyoming.]

Tract No. 5

GRANTOR'S entire undivided one-half [50%], interest in all oil, gas and other minerals contained in or underlying the following lands:

Township 56 North, Range 85 West, Sixth Principal Meridian

Section 3: SE1/4
Section 9: SE1/4
Section 10: E1/2; SW1/4

Containing 800 acres, more or less.

TOGETHER WITH the right to enter thereon for the purpose of drilling for or mining said oil, gas and other minerals and the right to use so much of the surface as may be necessary for such purposes.

[The foregoing, as set forth in that certain Warranty Deed that is dated May 6, 1971, and recorded in Book 181, commencing at Page 494, in the office of the Clerk & Recorder, Sheridan County, Wyoming; and, as confirmed in that certain survivorship Affidavit Of Ruth F. Barney that is dated August 28, 1974, and is recorded in Book 203, commencing at Page 603, in the office of the Clerk & Recorder, Sheridan County, Wyoming.]

HEREBY RELEASING and WAIVING HOMESTEAD RIGHTS that otherwise might arise under or by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 14th day of December, 1996.

Ruth F. Barney

RUTH F. BARNEY

ACKNOWLEDGMENT

STATE OF WYOMING)
) **ss.**
County Of Sheridan)

The foregoing **QUITCLAIM MINERAL DEED** was acknowledged before me this 14th day of December, 1996, by **RUTH F. BARNEY,** as **GRANTOR** therein, the same being personally known to me.

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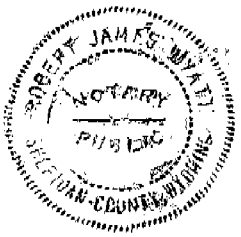
AS WITNESSETH my hand and official seal.



Robert James Wyatt
Notary Public

My commission expires: 19 MAR 99

RECORDED DECEMBER 26, 1996 BK 383 PG 573 NO 244759 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE **JAMES S. WILLEY, a single person,** whose address is Buffalo Run Dr., Sheridan Wyo 82832, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

**Lot 19, Block J, Powder Horn Ranch,
Planned Unit Development, Phase Two.**

**A subdivision in Sheridan County, Wyoming,
filed as Plat #P-38.**

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 23 day of December, 1996.

POWDER HORN RANCH, LLC

By: Homer Scott Jr
Manager

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Homer Scott, Jr this 23 day of December, 1996.

Witness my hand and official seal

Notary Public

My Commission Expires June 11, 1999

RECORDED DECEMBER 26, 1996 BK 383 PG 574 NO 244761 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

HERBERT L. LANEY and KIM L. LANEY, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **SCOT R. MORRIS and BRENDA L. MORRIS, husband and wife, as tenants by the entirety,** whose address is 1567 Big Horn Avenue, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 24, the South 30 feet of Lot 23 and the North 7 feet of Lot 25, all in Steinhilber Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 22 day of December, 1996.

Herbert L. Laney

Herbert L. Laney

Kim L. Laney

Kim L. Laney

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Herbert L. Laney and Kim L. Laney this 22nd day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires 1-24-99

MARGY K. BUTCHER NOTARY PUBLIC SHERIDAN COUNTY WYOMING MY COMMISSION EXPIRES JAN. 24, 1999

RECORDED DECEMBER 26, 1996 BK 383 PG 575 NO 244763 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

WILBUR W. BRYANT, a single person, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **JAMES G. BRYANT, a single person, and KENNETH W. BRYANT, a single person, as joint tenants with right of survivorship,** whose address is 1440 LaClede, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 4, Block 10, Highland Park Second Addition to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 19 Dec day of Dec, 1996.

Wilbur W. Bryant
Wilbur W. Bryant

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Wilbur W. Bryant this 19th day of December, 1996.

Witness my hand and official seal.

E. Marie Waight
Notary Public

My Commission Expires 6-18-2000

E. MARIE WAIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED DECEMBER 26, 1996 BK 383 PG 576 NO 244767 RONALD L. DAILEY, COUNTY CLERK

CERTIFICATE OF

PARTIAL VACATION OF PLAT

COMES NOW, **POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, KURT W. KING and CARLYN R. KING, husband and wife, JOHN M. CLIKEMAN, a single person, JAMES D. SWENSON and DORIS J. BERRY SWENSON, husband and wife, SUSAN ELIZABETH SCOTT BAKER TRUST DTD 2/14/76, First Interstate Bank of Commerce, Trustee, KEVIN L. BAKER, a married man as his sole and separate property, and FIRST INTERSTATE BANK OF COMMERCE-SHERIDAN,** are the record owners and mortgagee of the following described real property to-wit:

Lots 6, 7, 8 and 9, Block H, Powder Horn Ranch, Planned Unit Development, Phase Two.

A subdivision in Sheridan County, Wyoming, filed as Plat #P-38.

Lots 6, 7 and 8, Block I, Powder Horn Ranch, Planned Unit Development, Phase Two.

A subdivision in Sheridan County, Wyoming, filed as Plat #P-38.

The Undersigned, being the record owners and mortgagee of the foregoing described lands, in compliance with Wyoming Statute Section 34-12-108 and Sheridan County Subdivision Resolution, do hereby vacate and declare vacated the foregoing described lands as to the legal description thereof. The undersigned further declare that the plat above described, as to those lots set forth above is hereby vacated and of no further force and effect. The undersigned acknowledge that Easements for existing utilities and State and County roads that may be within the boundaries of the vacated land are reserved for continued use.

This partial vacation of the above-described plat is made with the free consent and in accordance with the desires of the undersigned owners and mortgagee of the lands set forth above.

THE FOREGOING VACATION is done for the purpose of replatting said Lots as POWDER HORN RANCH MINOR NO. 2 SUBDIVISION, in compliance with Wyoming Statutes, Section 34-12-108 and 34-12-109 and in accordance with the approval and consent of the Sheridan County Planning Commission and the Board of County Commissioners of Sheridan County, Wyoming.

Witness our hands this 11th day of December, 1996.

POWDER HORN RANCH, LLC

BY: _____, Manager

_____
Kurt W. King

_____
Carlyn R. King

_____
John M. Clikeman

_____
James D. Swenson

_____
Doris J. Berry Swenson

_____
Kevin L. Baker

SUSAN ELIZABETH SCOTT BAKER TRUST FIRST INTERSTATE BANK OF COMMERCE, TRUSTEE

By: _____
Trust Officer

FIRST INTERSTATE BANK COMMERCE-SHERIDAN

By: _____
Vice President

Attest: _____
Secretary

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by [illegible] this 11 day of December 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: June 11, 1999.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kurt W. King and Carlyn R. King this 11th day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: 10/21/97.

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by John M. Clikeman this 25th day of November, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: 10/18/2000.

NOTARY PUBLIC GINA GODWIN STATE OF COLORADO

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by James D. Swenson and Doris J. Berry Swenson, this 9th day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: 4/17/2000.

DANIEL B. BAILEY - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires April 17, 2000

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 11th day of December, 1996, before me personally appeared Mary Lou Sears, to me personally known, who, being by me duly sworn, did say that he/she is the Trust Officer of First Interstate Bank of Commerce, and that First Interstate Bank of Commerce is the Trustee of the Susan Elizabeth Scott Baker Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

Witness my hand and official seal.

Saralee R. Voss
Notary Public

My Commission Expires: _____

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kevin L. Baker this 6th day of December, 1996.

Witness my hand and official seal.

TOM MENTOCK - Notary Public
County of Sheridan State of Wyoming
My Commission Expires 5/18/2000

Tom Mentock
Notary Public

My Commission Expires: May 18, 2000.

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 11th day of December, 1996, before me personally appeared Steve Carroll to me personally known, who, being by me duly sworn, did say that he is the Vice President of First Interstate Bank of Commerce - Sheridan and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11th day of December, 1996.

Saralee R. Voss
Notary Public

My Commission expires: 10/21/97

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Oct. 21, 1997

APPROVAL:

Approval by the Sheridan County Planning Commission this 6th day of ~~October~~ November, 1996.

ATTEST:

Kathleen [illegible]
Clerk

Chairman

Partial Vacation of Plat approved by the Board of County Commissioners of Sheridan County this 19th day of ~~October~~ November, 1996.

BOARD OF COUNTY COMMISSIONERS
SHERIDAN COUNTY, WYOMING

Eunice M. McEwan
Eunice McEwan, Chair

ATTEST:

Nancy Reinke, Deputy Clerk

Ken Kerns, Member

WITNESS:

Gary Ketcham, Member

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 19th day of ~~October~~ NOVEMBER, 1996, before me personally appeared Eunice McEwan, Ken Kerns and Gary Ketcham, to me personally known, who, being by me duly sworn, did say that they are the members of the Board of County Commissioners of Sheridan County, Wyoming, and that said instrument was signed on behalf of said County by authority of its Board of Commissioners and they acknowledged said instrument to be the free act and deed of said Board.

Given under my hand and official seal this 19th day of November, 1996.

Clerk of District Court

My term of office expires January 4, 1999

RECORDED DECEMBER 26, 1996 BK 383 PG 581 NO 244769 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, KURT W. KING and CARLYN R. KING, husband and wife, JOHN M. CLIKEMAN, a single person, JAMES D. SWENSON and DORIS J. BERRY SWENSON, husband and wife, SUSAN ELIZABETH SCOTT BAKER TRUST DTD 2/14/76, First Interstate Bank of Commerce, Trustee, and KEVIN L. BAKER, a married man as his sole and separate property, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company,** whose address is _____ Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 7, Block H and Lot 7, Block I
Powder Horn Ranch Minor No. 2 Subdivision.

A subdivision in Sheridan County, Wyoming,
filed as Plat #P-40

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 11TH day of December, 1996.

POWDER HORN RANCH, LLC

BY: Horne Land Co., Manager

Kurt W. King

Carlyn R. King

Carlyn R. King

John M. Clikeman

James D. Swenson

Doris J. Berry Swenson

SUSAN ELIZABETH SCOTT BAKER TRUST FIRST INTERSTATE BANK OF COMMERCE, TRUSTEE

By: _____ Trust Officer

Kevin L. Baker

CORALEE DAVIS NOTARY PUBLIC SHERIDAN COUNTY WYOMING

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by _____ this 11 day of December, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: June 14, 1999.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kurt W. King and Carlyn R. King this 11th day of December, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: 10/21/97.

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by John M. Clikeman this 25th day of November, 1996.

Witness my hand and official seal.

NOTARY PUBLIC GINA GODWIN STATE OF COLORADO

Gina Godwin
Notary Public

My Commission Expires: 6/18/2000.

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by James D. Swenson and Doris J. Berry Swenson, this 9th day of December, 1996.

DARLA D. BAILEY - NOTARY PUBLIC County of Campbell State of Wyoming My Commission Expires April 17, 2000

Witness my hand and official seal.

Darla D. Bailey
Notary Public

My Commission Expires: 4/17/2000.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 11th day of December, 1996, before me personally appeared Mary Lou Lane, to me personally known, who, being by me duly sworn, did say that he/she is the Trust Officer of First Interstate Bank of Commerce, and that First Interstate Bank of Commerce is the Trustee of the Susan Elizabeth Scott Baker Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

Witness my hand and official seal.

Saralee R. Voss
Notary Public

My Commission Expires 10/21/97

SARALEE R. VOSS - NOTARY PUBLIC County of Sheridan State of Wyoming My Commission Expires Oct. 21, 1997

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kevin L. Baker this 6th day of December, 1996.

Witness my hand and official seal.

Tom Mentock
Notary Public

My Commission Expires: May 18, 2000.

TOM MENTOCK - Notary Public
County of Sheridan State of Wyoming
My Commission Expires 5/18/2000

RECORDED DECEMBER 26, 1996 BK 383 PG 585 NO 244770 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, KURT W. KING and CARLYN R. KING, husband and wife, JOHN M. CLIKEMAN, a single person, JAMES D. SWENSON and DORIS J. BERRY SWENSON, husband and wife, SUSAN ELIZABETH SCOTT BAKER TRUST DTD 2/14/76, First Interstate Bank of Commerce, Trustee, and KEVIN L. BAKER, a married man as his sole and separate property, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **SUSAN ELIZABETH SCOTT BAKER TRUST DTD 2/14/76, First Interstate Bank of Commerce, Trustee,** whose address is First Interstate Bank of Commerce, Trust Department, P.O. Box 2007, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 6, Block I
Powder Horn Ranch Minor No. 2 Subdivision.

A subdivision in Sheridan County, Wyoming,
filed as Plat #P- 40

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 11th day of December, 1996.

POWDER HORN RANCH, LLC

BY: _____, Manager

_____
Kurt W. King

_____
Carlyn R. King

John M. Clikeman

James D. Swenson

Doris J. Berry Swenson

SUSAN ELIZABETH SCOTT BAKER TRUST FIRST INTERSTATE BANK OF COMMERCE, TRUSTEE

By: _____ Trust Officer

Kevin L. Baker

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by _____ this 4 day of December 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: June 11, 1999.

CORALEE DAVIS NOTARY PUBLIC SHERIDAN CO. WYO.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kurt W. King and Carlyn R. King this 11th day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: 10/21/97.

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John M. Clikeman this ____ day of _____, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____.

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by James D. Swenson and Doris J. Berry Swenson, this 9th day of December, 1996.

DANIEL B. BAILEY NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires April 17, 2000

Witness my hand and official seal.

Daniel B. Bailey
Notary Public

My Commission Expires: 4/17/2000.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 11th day of December, 1996, before me personally appeared Mary Lou Sarr, to me personally known, who, being by me duly sworn, did say that he/she is the Trust Officer of First Interstate Bank of Commerce, and that First Interstate Bank of Commerce is the Trustee of the Susan Elizabeth Scott Baker Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

Witness my hand and official seal.

Saralee R. Voss
Notary Public

My Commission Expires 10/21/97

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kevin L. Baker this 6th day of December, 1996.

Witness my hand and official seal.

Tom Mentock
Notary Public

My Commission Expires: May 18, 2000.

TOM MENTOCK - Notary Public
County of Sheridan State of Wyoming
My Commission Expires 5/18/2000

RECORDED DECEMBER 26, 1996 BK 383 PG 589 NO 244771 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, KURT W. KING and CARLYN R. KING, husband and wife, JOHN M. CLIKEMAN, a single person, JAMES D. SWENSON and DORIS J. BERRY SWENSON, husband and wife, SUSAN ELIZABETH SCOTT BAKER TRUST DTD 2/14/76, First Interstate Bank of Commerce, Trustee, and KEVIN L. BAKER, a married man as his sole and separate property, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **JAMES D. SWENSON and DORIS J. BERRY SWENSON, husband and wife, as tenants by the entirety,** whose address is P.O. Box 1053, Gillette, Wyoming 82717, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 9, Block H
Powder Horn Ranch Minor No. 2 Subdivision.

A subdivision in Sheridan County, Wyoming,
filed as Plat #P- 40

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 11th day of December, 1996.

POWDER HORN RANCH, LLC

BY: _____, Manager

_____
Kurt W. King

_____
Carlyn R. King

John M. Clikeman

James D. Swenson

Doris J. Berry Swenson

SUSAN ELIZABETH SCOTT BAKER TRUST FIRST INTERSTATE BANK OF COMMERCE, TRUSTEE

By: _____
Trust Officer

Kevin L. Baker

CORALEE DAVIS NOTARY PUBLIC SHERIDAN COUNTY, WYO.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kevin Scott Baker this 11 day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: June 11, 1999.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kurt W. King and Carlyn R. King this 11th day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: 10/21/97.

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John M. Clikeman this ____ day of _____, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____.

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by James D. Swenson and Doris J. Berry Swenson, this 9th day of December, 1996.

DANIEL B. BAILEY - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires April 17, 2000

Witness my hand and official seal.

Daniel B. Bailey
Notary Public

My Commission Expires: 4/17/2000.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 11th day of December, 1996, before me personally appeared Mary Lou Lary, to me personally known, who, being by me duly sworn, did say that he/she is the Trust Officer of First Interstate Bank of Commerce, and that First Interstate Bank of Commerce is the Trustee of the Susan Elizabeth Scott Baker Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

Witness my hand and official seal.

Saralee R. Voss
Notary Public

My Commission Expires 10/21/97

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kevin L. Baker this 6th day of December, 1996.

Witness my hand and official seal.

Tom Mentock
Notary Public

My Commission Expires: May 18, 2000.

TOM MENTOCK- Notary Public
County of Sheridan
State of Wyoming
My Commission Expires 5/18/2000

RECORDED DECEMBER 26, 1996 BK 383 PG 593 NO 244772 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, KURT W. KING and CARLYN R. KING, husband and wife, JOHN M. CLIKEMAN, a single person, JAMES D. SWENSON and DORIS J. BERRY SWENSON, husband and wife, SUSAN ELIZABETH SCOTT BAKER TRUST DTD 2/14/76, First Interstate Bank of Commerce, Trustee, and KEVIN L. BAKER, a married man as his sole and separate property, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **JOHN M. CLIKEMAN, a single person,** whose address is 3505 East 2nd Avenue, Denver, Colorado 80206, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 8, Block H
Powder Horn Ranch Minor No. 2 Subdivision.

A subdivision in Sheridan County, Wyoming,
filed as Plat #P- 40

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 11TH day of December, 1996.

POWDER HORN RANCH, LLC

BY: _____, Manager

_____
Kurt W. King

_____
Carlyn R. King

John M. Clikeman

James D. Swenson

Doris J. Berry Swenson

SUSAN ELIZABETH SCOTT BAKER TRUST FIRST INTERSTATE BANK OF COMMERCE, TRUSTEE

By: _____ Trust Officer

Kevin L. Baker

CORALEE DAVIS NOTARY PUBLIC SHERIDAN CO., WYO.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Homer Scott, Jr. this 11 day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: June 11, 1999.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kurt W. King and Carlyn R. King this 11th day of December, 1996.

Witness my hand and official seal.

Saralee R. Voss
Notary Public

My Commission Expires: 10/21/97.

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John M. Clikeman this ____ day of _____, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____.

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by James D. Swenson and Doris J. Berry Swenson, this 9th day of December, 1996.

DANIEL B. BAILEY - NOTARY PUBLIC
County of Campbell
State of Wyoming
My Commission Expires April 17, 2000

Witness my hand and official seal.

Notary Public

My Commission Expires: 4/17/2000.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 11th day of December, 1996, before me personally appeared Mary Lou Sun, to me personally known, who, being by me duly sworn, did say that he/she is the Trust Officer of First Interstate Bank of Commerce, and that First Interstate Bank of Commerce is the Trustee of the Susan Elizabeth Scott Baker Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

Witness my hand and official seal.

Notary Public

My Commission Expires 10/21/97

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kevin L. Baker this 6th day of December, 1996.

Witness my hand and official seal.

Tom Mentock
Notary Public

My Commission Expires: May 18, 2000.

TOM MENTOCK - Notary Public
County of Sheridan State of Wyoming
My Commission Expires 5/18/2000

RECORDED DECEMBER 26, 1996 BK 383 PG 597 NO 244773 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, KURT W. KING and CARLYN R. KING, husband and wife, JOHN M. CLIKEMAN, a single person, JAMES D. SWENSON and DORIS J. BERRY SWENSON, husband and wife, SUSAN ELIZABETH SCOTT BAKER TRUST DTD 2/14/76, First Interstate Bank of Commerce, Trustee, and KEVIN L. BAKER, a married man as his sole and separate property, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **KURT W. KING and CARLYN R. KING, husband and wife, as tenants by the entirety,** whose address is 1409 Woodward, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 6, Block H,
Powder Horn Ranch Minor No. 2 Subdivision.

A subdivision in Sheridan County, Wyoming,
filed as Plat #P- 40

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 11TH day of December, 1996.

POWDER HORN RANCH, LLC

BY: _____, Manager

_____
Kurt W. King

_____
Carlyn R. King

John M. Clikeman

James D. Swenson

Doris J. Berry Swenson

SUSAN ELIZABETH SCOTT BAKER TRUST FIRST INTERSTATE BANK OF COMMERCE, TRUSTEE

By: _____ Trust Officer

Kevin L. Baker

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by _____ this 11 day of December 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: June 14, 1999.

CORALEE DAVIS NOTARY PUBLIC SHERIDAN CO., WYO.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kurt W. King and Carlyn R. King this 11th day of December, 1996.

Witness my hand and official seal.

Saralee R. Voss
Notary Public

My Commission Expires: 10/21/97.

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John M. Clikeman this ____ day of _____, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____.

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by James D. Swenson and Doris J. Berry Swenson, this 9th day of December, 1996.

DANIEL B. BAILEY - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires April 17, 2000

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: 4/17/2000.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 11th day of December, 1996, before me personally appeared Mary Lou Sarl, to me personally known, who, being by me duly sworn, did say that he/she is the Trust Officer of First Interstate Bank of Commerce, and that First Interstate Bank of Commerce is the Trustee of the Susan Elizabeth Scott Baker Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires 10/21/97

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kevin L. Baker this 6th day of December, 1996.

Witness my hand and official seal.

Tom Mentock
Notary Public

My Commission Expires: May 18, 2000.

TOM MENTOCK- Notary Public
County of Sheridan
State of Wyoming
My Commission Expires 5/18/2000

RECORDED DECEMBER 26, 1996 BK 383 PG 601 NO 244774 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, KURT W. KING and CARLYN R. KING, husband and wife, JOHN M. CLIKEMAN, a single person, JAMES D. SWENSON and DORIS J. BERRY SWENSON, husband and wife, SUSAN ELIZABETH SCOTT BAKER TRUST DTD 2/14/76, First Interstate Bank of Commerce, Trustee, and KEVIN L. BAKER, a married man as his sole and separate property, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **KEVIN L. BAKER, a married man as his sole and separate property,** whose address is 1757 Hillcrest Drive, Sheridan, Wyoming 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 8, Block I
Powder Horn Ranch Minor No. 2 Subdivision.

A subdivision in Sheridan County, Wyoming,
filed as Plat #P- 40

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

WITNESS our hands this 11TH day of December, 1996.

POWDER HORN RANCH, LLC

BY: Home Scott Co, Manager

Kurt W. King
Kurt W. King

Carlyn R. King
Carlyn R. King

John M. Clikeman
John M. Clikeman

James D. Swenson

Doris J. Berry Swenson

SUSAN ELIZABETH SCOTT BAKER TRUST FIRST INTERSTATE BANK OF COMMERCE, TRUSTEE

By: _____ Trust Officer

Kevin L. Baker

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing ~~instrument~~ was acknowledged before me by James D. Swenson this 11 day of December 1996.

Witness my hand and official seal.

CORALEE DAVIS NOTARY PUBLIC SHERIDAN CO., WYO.

Notary Public

My Commission Expires: June 11, 1999.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kurt W. King and Carlyn R. King this 11th day of December, 1996.

Witness my hand and official seal.

Saralee R. Voss

Notary Public

My Commission Expires: 10/21/97.

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by John M. [illegible]man this 25th day of November, 1996.

Witness my hand and official seal.

Gina Godwin
Notary Public

My Commission Expires: 6/18/2000.

NOTARY PUBLIC GINA GODWIN STATE OF COLORADO

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by James D. Swenson and Doris J. Berry Swenson, this 9th day of December, 1996.

DANIEL B. BAILEY - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires April 17, 2000

Witness my hand and official seal.

Daniel B. Bailey
Notary Public

My Commission Expires: 4/17/2000.

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

On this 11th day of December, 1996, before me personally appeared Mary Lou Sare, to me personally known, who, being by me duly sworn, did say that he/she is the Trust Officer of First Interstate Bank of Commerce, and that First Interstate Bank of Commerce is the Trustee of the Susan Elizabeth Scott Baker Trust, that this instrument was signed on behalf of the Trust, that the Trustee had the authority under the terms of the written trust instrument, and that the Trustee acknowledged the instrument to be the free act and deed of the Trust.

Witness my hand and official seal.

Saralee R. Voss
Notary Public

My Commission Expires 10/21/97

SARALEE R. VOSS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Oct. 21, 1997

STATE OF WYOMING)
)ss

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kevin L. Baker this 6th day of December, 1996.

Witness my hand and official seal.

Tom Mentock
Notary Public

My Commission Expires: May 18, 2000.

TOM MENTOCK- Notary Public
County of Sheridan State of Wyoming
My Commission Expires 5/18/2000

RECORDED DECEMBER 26, 1996 BK 383 PG 605 NO 244775 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

Charles P. Kane and Arlene H. Kane, husband and wife, ("Grantor") of 1317 Stonegate Drive, Sheridan, Wyoming 82801, conveys and quitclaims to SR Cattle Company, a Wyoming corporation of Sheridan County, Wyoming, whose address is 1317 Stonegate Drive, Sheridan, Wyoming 82801, all interest in the following described real estate situate in Sheridan County, Wyoming:

See attached Exhibit A.

Grantor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 26 day of December, 1996.

Charles P. Kane
Charles P. Kane

Arlene H. Kane
Arlene H. Kane

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 26 day of December, 1996 by Charles P. Kane and Arlene H. Kane, husband and wife.

WITNESS my hand and official seal.

Tom Kinnison
Notary Public

My Commission Expires: 12/14/99

TOM KINNISON NOTARY PUBLIC COUNTY OF SHERIDAN - STATE OF WYOMING MY COMMISSION EXPIRES DEC 14 1999

606

EXHIBIT A

Township 57 North, Range 85 West, 6th P.M., Sheridan County, Wyoming
Section 30: SE¼SW¼: SW¼SE¼
Section 31: Lots 1, 2, 3, 4: NE¼: E½NW¼: NE¼SW¼: N½SE¼: SE¼SW¼: S½SE¼
Section 32: NW¼NW¼: S½N½: S½
Section 33: NW¼NE¼: S½N½: N½SW¼

Township 56 North, Range 85 West, 6th P.M., Sheridan County, Wyoming
Section 6: Lots 4, 5: SE¼NW¼

Township 56 North, Range 86 West, 6th P.M., Sheridan County, Wyoming
Section 1: Lots 1, 2, 3: S½NE¼: SE¼NW¼: W½W½
Section 2: E½E½

Township 57 North, Range 86 West, 6th P.M., Sheridan County, Wyoming
Section 25 and 36: All that portion of the W½SE¼, of Section 25 and W½NE¼ of Section 36 lying and being Easterly and Southerly of "Extension of Wolf Creek Road, Keystone Ranch to Ranchester" (except a tract in the Southwest corner of the SW¼NE¼ of said Sec. 36, more fully described in Book 7 of Deeds, Page 145).

Section 36: E½NE¼: NE¼SE¼: SE¼SE¼: also W½SE¼ except the following tract of land to wit: Beginning at a point in the center of Wolf Creek Road, said point being located East 460 feet from the center of said Section 36; thence along the center of said road in a Southerly and Westerly direction to a point on the West line of said W½SE¼, said point being located South 1800 feet, more or less, from said center of Sec. 36; thence North, along said West line of said W½SE¼ to the center of said Sec. 36; thence East 460 feet to the point of beginning.

Township 58 North, Range 86 West, 6th P.M., Sheridan County, Wyoming
Section 19: E½SW¼
Section 29: W½SW¼: SE¼SW¼: SW¼SE¼
Section 30: E½W½: SE¼NE¼: E½SE¼: NW¼NE¼: SW¼SE¼: SW¼NE¼: NW¼SE¼
Section 31: NE¼NE¼
Section 32: NE¼NW¼: NW¼NE¼: NW¼NW¼
EXCEPTING that Portion conveyed to the State Highway Commission of Wyoming for Interstate I-90.

RECORDED DECEMBER 26, 1996 BK 383 PG 607 NO 244788 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

Robert D. Blevins and Barbara C. Blevins, grantors, of Sheridan County, State of Wyoming, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO Clyde C. Hissong, Sr. and Judith K. Hissong, husband and wife, as tenants by the entirety with full rights of survivorship, grantees, whose address is 503 N. Sheridan Avenue, Sheridan, Wy. the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

> **Lot 12, Block 44, Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.**
>
> Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS our hands this 10 day of November, 1994.

Robert D. Blevins 10-10-94

Robert D. Blevins

Barbara C. Blevins 11-10-94

Barbara C. Blevins

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by ROBERT D. BLEVINS and BARBARA C. BLEVINS, this 10 day of November, 1994.

WITNESS my hand and official seal.

RHONDA J. BURKHART - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires December 1, 1994

Rhonda J. Burkhart
Notary Public

My Commission Expires: 12/1/1994

RECORDED DECEMBER 27, 1996 BK 383 PG 608 NO 244865 RONALD L. DAILEY, COUNTY CLERK

DEED OF CONSERVATION EASEMENT
FROM
JOHN C. MCTIERNAN AND DONNA P. DUBROW
TO
THE NATURE CONSERVANCY

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(not part of the Deed)

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Signature Page 26-27

EXHIBIT A: Legal Description and Map of the Property
EXHIBIT B: Appurtenant Acre
EXHIBIT C: Legal Description of the Ranch Compound

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made by John C. McTiernan and Donna P. Dubrow of Dayton, Wyoming, who with their successors in title to all or any portion of the Property as hereinafter defined are herein referred to as "Grantor," in favor of The Nature Conservancy ("Grantee"), a non-profit charitable corporation incorporated under the laws of the District of Columbia and qualified to do business in the State of Wyoming, with a Wyoming address at 258 Main Street, Suite 200, Lander, Wyoming 82520, and a principal address at 1815 North Lynn Street, Arlington, Virginia 22209.

WHEREAS, Grantor is the owner in fee simple of certain unencumbered real property known as the Bear Claw Ranch (or the "Ranch"), in Sheridan County, Wyoming, including that portion of the Bear Claw Ranch to be subject to this **DEED OF CONSERVATION EASEMENT**, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Property"; and

WHEREAS, Grantee owns certain real property which is adjacent to the Property, more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, and hereinafter referred to as "Parcel B"; and

WHEREAS, the Bear Claw Ranch, totalling 2,700 acres more or less, including the Property, totalling 660 acres more or less, possesses significant natural, ecological, scenic, wildlife, habitat, and open space values (collectively, "conservation values") of great importance to Grantor, to Grantee, to Sheridan County, to the State of Wyoming, and to the people of this nation; and

WHEREAS, the Ranch includes two globally rare plant species, Physaria lanata, a twinpod, and Lesquerella sp., a bladderpod, both members of the mustard family; and

WHEREAS, the Property and the Ranch provide significant open space and natural habitat in the form of sagebrush grassland and native grass meadows that provide prey for raptors including golden eagles, northern harriers, red-tailed hawks, kestrels, and great-horned owls; and

WHEREAS, the Property and the Ranch provide buffer areas and open migration routes for elk which use the Wyoming Game & Fish Department's Kerns Elk Feeding Ground located approximately six miles to the north and the Wyoming Game & Fish Department's Amsden Elk Feeding Ground located approximately five miles to the south; and

WHEREAS, in a Wildlife Property Evaluation prepared by the Wyoming Game & Fish Department, the Property and the Ranch have been identified as an important goose breeding area; and

WHEREAS, the Ranch contains more than four and one-half miles of riparian habitat along the Smith Creek drainage and approximately one mile along the Columbus Creek drainage, both of which consist of pristine riverine plant communities containing a variety of large and medium sized trees including narrowleaf cottonwood, peachleaf willow, box elder,

and many species of shrubby plants including hawthorne, chokecherry, wild plum, honeysuckle, snowberry, alder, and green ash, all of which provide excellent wildlife habitat; and

WHEREAS, the riparian areas located along the Smith Creek and Columbus Creek drainages on the Ranch provide significant wildlife shelter, nesting, roosting, and feeding habitat for upland game birds including turkey, pheasant, sharp-tailed grouse, and hungarian partridge, as well as for a large variety of passerine species of songbirds; and

WHEREAS, the water impoundments and adjacent wetlands located on the Ranch provide nesting, feeding, and shelter for many species of waterfowl including ducks, geese, and wading birds, and also provide resting and feeding habitat for waterfowl during spring and fall migration; and

WHEREAS, the Smith Creek and Columbus Creek drainages provide year-around fisheries habitat; and

WHEREAS, the riparian areas located along the Smith Creek and Columbus Creek drainages on the Ranch and the adjacent meadows and fields also provide habitat for small mammals, bobcat, cougar, and bear, and for many of the large native ungulate species including elk, white-tail and mule deer, and moose; and

WHEREAS, the restrictions imposed by this **DEED OF CONSERVATION EASEMENT** will protect in perpetuity the significant and relatively natural habitat for fish, wildlife, plants, and other ecosystems on the Property, which is very valuable ecologically; and

WHEREAS, the Ranch is on the east slope of the Big Horn Mountains and is adjacent to federal land bordering Bighorn National Forest, and development of the Property would lead to or contribute to the degradation of the scenic and natural character of the area and could adversely affect Bighorn National Forest; and

WHEREAS, the Sheridan County Comprehensive Plan designates the east slope of the Big Horn Mountains as a Resource Conservation Area for several reasons, including protection of the scenic views, preservation of the traditional livestock-agricultural use of the area, protection of important wildlife habitat, and protection of water resources; and

WHEREAS, a primary goal of the Sheridan County Comprehensive Plan is to discourage the development of prime agricultural lands; and

WHEREAS, Grantor's Property provides significant natural vistas from Grantee's appurtenant Parcel B and from approximately 3 miles of County Road 112, also known as Smith Creek County Road, abutted by the Ranch on both sides, which provides the public with access to public land located in Bighorn National Forest; and

WHEREAS, in 1994 Grantor restricted with a **DEED OF CONSERVATION EASEMENT**, in perpetuity, that portion of the Bear Claw Ranch to the south of County Road 112, and this **DEED OF CONSERVATION EASEMENT** will restrict, in perpetuity, a portion of the Bear Claw Ranch to the north of County Road 112; and

WHEREAS, the specific conservation values of the Property are documented in a report to be kept on file at the offices of Grantee and incorporated herein by this reference, which documentation ("Baseline Documentation") the parties agree provides an accurate representation of the Property as of the effective date of this grant and which is intended to

serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor believes that with the intelligent and careful use of conservation easements, the resources, habitat, beauty, and unique ecological character of the Property can be protected in a manner that permits continuing private ownership of land and its continuing use and enjoyment; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity and represents that the Property is free and clear of all encumbrances except for rights-of-way easements, restrictions, and reservations of record as of the effective date of this grant; and

WHEREAS, Grantee warrants that Grantee is a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific, charitable, and educational purposes; and

WHEREAS, Grantee represents that Grantee is a "qualified conservation organization," as that term is defined in Section 170(h) of the Code; and

WHEREAS, Grantee has received letters from the Internal Revenue Service, on file at the offices of Grantee, to the effect that Grantee is a "publicly-supported" organization under Section 170(b)(1)(A)(vi) of the Code and is not a private foundation within the meaning of Section 509(a) of the Code; and

WHEREAS, Grantor and Grantee recognize the natural, scenic, and special character of the Property and the Ranch, and have the common purpose of the conservation and

protection in perpetuity of the Property and the Ranch through the use of restrictions on the Property and with the transfer from Grantor to Grantee of affirmative rights for the protection of the Property, intending the grant of such restrictions and rights to qualify as a "qualified conservation contribution" as that term is defined under Section 170(h)(2)(C) of the Code;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to Section 170(h) of the Code and the laws of the State of Wyoming, Grantor hereby voluntarily grants and conveys to Grantee and its successors and permitted assigns a conservation easement (the "Easement") in perpetuity over the Property of the nature and character and to the extent hereinafter set forth. The Easement granted herein shall be appurtenant to land of Grantee described in Exhibit B. Grantor herein declares that the Property shall be held, mortgaged, encumbered, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, and easements hereinafter set forth, which covenants, conditions, restrictions, and easements shall be deemed to run with the land in perpetuity and to burden the Property in perpetuity.

PURPOSE

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, and open space condition for conservation purposes and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property, the wildlife habitat on the Property, and the Property's natural resources and associated ecosystems.

RIGHTS OF GRANTEE

2. **Affirmative Rights of Grantee.** Grantor hereby grants the following rights to Grantee, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee:

(a) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require of Grantor or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;

(b) to enter upon the Property (but not building interiors) not more than twice annually at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, and further to exercise those additional monitoring rights more specifically set forth in paragraph 9, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee in the exercise of its monitoring rights shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property as restricted by this Easement;

(c) to enter onto the Property in the case of an emergency or significant threat to rare or endangered species, as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;

(d) to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring removal of offending structures and vegetation and other

restoration of the Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law);

(e) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure; and

(f) to develop and implement a management plan or plans for rare and endangered plant or animal species that are known to exist or may be found to exist on the Property, which plan or plans may include provisions allowing Grantee to construct fencing or other barriers to prevent damage to such species.

2.1 **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

2.2 **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, acts of trespassers or the unauthorized wrongful acts of third persons, fire, flood, storm, earth movement, and major tree disease, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and

Grantee's rights to pursue any third party for damages to the Property from vandalism, trespass, or any other violation of the terms of this Easement.

2.3 **Costs.** Grantor agrees to reimburse Grantee for all costs of suit, including reasonable attorneys' fees, incurred by Grantee in enforcing this Easement or in taking reasonable measures to remedy or abate any violation hereof, provided that a violation of this Easement is acknowledged by Grantor or determined to have occurred by a court of competent jurisdiction. Grantee agrees to reimburse Grantor for all costs of suit, including reasonable attorneys' fees, incurred by Grantor in defense of any claim or action brought by Grantee in connection with any alleged violation hereof, provided that Grantee acknowledges that such claim or action was without merit or if a court of competent jurisdiction determines that such claim or action was without merit.

PROHIBITED USES; RESERVED RIGHTS; NOTICE AND APPROVAL

3. **Prohibited Uses.** The following acts or uses are expressly forbidden on, over, under, or in connection with the Property, except as provided in paragraphs 4, 5, and 6:

(a) subdivision, division, or de facto subdivision of any portion of the Property into more than one ownership;

(b) mining, surface mining, excavating, dredging, or removing from the Property of soil, loam, peat, gravel, sand, hydrocarbons, rock, or other mineral resource or natural deposit;

(c) consent to any mining or surface mining on the Property under Wyoming Statute §35-11-401 et seq. and the Wyoming Environmental Quality Act;

(d) commercial or industrial uses of the Property;

(e) constructing or placing of any building, mobile home, transmission or receiving tower, energy facility, or other temporary or permanent structure or facility on or above the Property;

(f) cutting, removing, or otherwise destroying trees, grasses, or other vegetation;

(g) the installation of underground storage tanks or the placing, filling, storing, or dumping on the Property of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other such substance, whether or not generated on the Property; and

(h) any unanticipated use or activity on or at the Property which would impair significant conservation values unless such use or activity is necessary for the protection of the conservation values that are the subject of this Easement, in which case such use or activity shall be subject to the prior approval of Grantee.

4. **Reserved Rights.** The provisions of paragraph 3 notwithstanding, the following rights, uses, and activities of or by Grantor shall be permitted by this Easement:

(a) the right to engage in all acts or uses not expressly prohibited herein that are not inconsistent with the purpose of this Easement;

(b) the right to repair, remodel, or expand existing buildings or, subject to the provisions of paragraphs 5 and 9, to replace (generally within the same footprint) existing or permitted buildings destroyed after the effective date of this Easement;

(c) subject to the provisions of paragraphs 5 and 9, the right to subdivide the Property into more than one ownership;

(d) subject to the provisions of paragraph 5, the right to conduct commercial and educational activities within the Ranch Compound (as hereinafter defined);

(e) the right to cut and remove grass or other vegetation and to perform routine maintenance and upkeep immediately around any permitted buildings on the Property, to the extent customary in connection with such buildings in the vicinity of the Property and otherwise consistent with the purpose of this Easement;

(f) the right to conduct selective cutting or clearing of vegetation and mowing and haying of fields or pastures for habitat enhancement and protection, fire protection, unpaved trail and road maintenance, tick control, the preservation of vistas, or otherwise to preserve the present condition of the Property;

(g) the right to drill for water on the Property and to make available water wells and septic systems for any existing or permitted structures on the Property;

(h) subject to the provisions of paragraphs 6 and 9, the right to conduct ranching and agricultural activities for domestic or commercial purposes;

(i) the right to clear trails if reasonably necessary in connection with uses of the Property permitted by this Easement, and, subject to the provisions of paragraph 9, the right to create new unpaved roads only for ranching and agricultural purposes or for residential access to other adjacent property owned by Grantor;

(j) the right to lease or grant other less-than-fee interests in all or any portion of the Property for any use or activity that is permitted by this Easement, including but not limited to any commercial use permitted under the provisions of this paragraph 4;

(k) hiking, horseback riding, non-commercial hunting, and any other outdoor recreational activities; and

(l) the right to enforce this Easement in the event of a breach of the terms hereof by the owner or owners of any subdivided portion or lot within the Property.

5. **Ranch Compound; Subdivision.**

5.1 **Definitions.** The following definitions apply for purposes of this paragraph 5.

(a) "Associated Improvements" means such other buildings, structures, living quarters, and improvements as are customarily appurtenant to comparable single-family ranch dwellings in the vicinity of the Property, including but not limited to living quarters in connection with any ranching or agricultural activities on the Property, swimming pools, and tennis courts.

(b) "Footprint" means the land area defined by the exterior walls of a structure at grade level.

5.2 **Activities within Ranch Compound.** Within the Ranch Compound, as that area is identified on Exhibit C, attached hereto and incorporated herein by this reference, Grantor reserves the right to construct additional Associated Improvements and to conduct commercial and educational activities that are not incompatible with the protection of the conservation values of the Property. It is Grantor's intent to permit within the Ranch Compound (and more particularly within structures existing within the Ranch Compound on the effective date of this Easement and so identified in the Baseline Documentation) activities that have a low level of impact and intrusion, that are environmentally sound, and that are not inconsistent with the purpose of this Easement, such as professional or corporate offices or

studios, the provision of lodging and meals for paying guests, or a school or summer camp. It is further Grantor's intent to prohibit activities that have a high level of impact and intrusion on the Property, such as a large-volume animal processing operation or any commercial activity that permits more than twenty-five permanent employees on the Property. In connection with permitted activities, structures existing within the Ranch Compound on the effective date of this Easement may be remodeled in an architectural style generally consistent with that of the other structures existing within the Ranch Compound and the Footprint of each such structure may be expanded to a size not to exceed 150% of the Footprint existing on the effective date of this Easement.

5.3 **Subdivision.** Grantor reserves the right to subdivide the Property as set forth below. Grantor and Grantee agree that Grantor's exercise of the rights reserved in paragraphs 5.3(a) and (b) will not adversely impact important habitat and will not interfere with the essential scenic quality of the Property or with the governmental conservation policies referenced herein that are being furthered by this Easement.

(a) Subject to the provisions of paragraph 5.4, Grantor reserves the right to subdivide and convey no more than one lot (on which no Associated Improvements or structures suitable for human habitation may be constructed) to any organization that at the time of such conveyance would qualify as an eligible assignee of this Easement under the provisions of paragraph 10.

(b) Subject to the prior approval of Grantee, as provided in paragraph 9, Grantor reserves the right to convey portions of the Property (on which no Associated Improvements

or structures suitable for human habitation may be constructed) for boundary adjustment purposes.

(c) Any successor in title to any portion of the Property conveyed under the terms of this paragraph 5 shall be subject to this Easement in all respects.

5.4 **Right of First Refusal.** Grantor hereby grants and conveys to Grantee a right of first refusal and license as follows with respect to the lot described in paragraph 5.3(a). In the event that Grantor exercises its discretion to subdivide and convey said lot pursuant to paragraph 5.3(a), then prior to conveying said lot Grantor will first offer to Grantee in writing the right to accept conveyance of the lot under the following terms and conditions:

(a) The price, if any, and conditions governing the exercise of this right shall be the same as those of the proposed conveyance to the other organization(s).

(b) The written offer to Grantee shall be delivered or sent by registered or certified mail to the Grantee at the addresses shown in Paragraph 14.6.

(c) If Grantee does not accept the offer within 60 days of receipt, Grantor shall be free to convey the lot to any other organization as set forth herein. Within such 60-day period, Grantee has the right to enter upon the lot at reasonable times for the purposes of inspecting, surveying, appraising, and other reasonable purposes related to the potential conveyance of the lot. If Grantor does not convey the lot this right of first refusal shall continue. Grantee's exercise or refusal or failure to exercise its right of first refusal shall not impair the validity of this Easement or limit its enforceability in any way.

6. **Ranching and Agriculture.** Grantor reserves the right to conduct activities in connection with ranching, to create and maintain irrigation systems, and to construct, repair,

and maintain new barns, garages, and related buildings and to replace existing barns, garages, and related buildings, only if reasonably necessary in connection with said ranching and agriculture activities. For purposes hereof "ranching" and "agriculture" shall include agriculture and animal husbandry; the pasturing, grazing, feeding, watering, and caring for livestock; and the production and sale of plant and animal products for domestic or commercial purposes.

6.1 **Enumeration of Certain Specific Ranching and Agricultural Rights**. It is Grantor's intent to permit the continuation of ranching and agricultural activities on the Property, and to provide sufficient flexibility so that such activities can take advantage of new related technologies in the future. In all events, however, ranching and agricultural activities shall be conducted in a manner that is consistent with the protection and preservation of the conservation values of the Property, including but not limited to the wildlife habitat and scenic values of the Property. Accordingly, subject to the overriding goal of protection of the conservation values of the Property, permitted ranching and agricultural activities may include, but are not hereby limited to, the following:

(a) pasturing, grazing, feeding, watering, and caring for livestock;

(b) planting and maintaining native vegetation to protect, preserve, and enhance the aesthetic and wildlife habitat values of the Property and for ranching and agricultural purposes;

(c) using all of Grantor's rights, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the

Property, and the acquisition of additional water rights for authorized ranching and agricultural use on the Property;

(d) constructing, maintaining, developing, or altering irrigation facilities, including reservoir systems, on the Property;

(e) constructing, rebuilding, maintaining, repairing, and using culverts on the Property;

(f) building, maintaining, and repairing cattle guards on the Property;

(g) erecting, maintaining, and repairing signs on the Property as reasonably appropriate to discourage trespassing, provided that each such sign shall not exceed four square feet in size on each side;

(h) the selective planting or harvesting of trees for range enhancement or habitat enhancement;

(i) building, maintaining, and repairing fences (including gates and stockyards) for agricultural or ranching purposes and for the protection of wildlife, wildlife habitat, and vegetation; and

(j) planting, growing, and harvesting hay, grains, and alfalfa.

6.2 **Further Limitation on Agricultural Activities.** In connection with any ranching or agricultural activity on the Property, including but not limited to noxious weed control, the use of chemical fertilizers, herbicides, pesticides, fungicides, and natural controls will be permitted only if such use is in compliance with all applicable federal, state, and local statutes and regulations and only to the extent such use does not have a demonstrable detrimental effect on the conservation values of the Property.

7. **Access.** No right of access to any portion of the Property is conveyed by this Easement, except as expressly provided herein.

8. **Costs, Liabilities, and Taxes.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of general liability insurance coverage, and including any taxes assessed on Grantor's interest in the Property.

8.1 **Hazardous Material.** Grantor shall hold harmless, indemnify, and defend Grantee and Grantee's members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with the presence or release of any hazardous material or substance of any kind on the Property. This paragraph 8.1 shall not apply in the case of any hazardous material or substance in any manner placed on the Property by Grantee or Grantee's representatives or agents.

APPROVAL BY GRANTEE; NOTICE

9. **Approval by Grantee; Notice to Grantee; Breach.**

9.1 **Grantee's Approval or Withholding of Approval.** When Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of

approval, and the conditions, if any, on which approval might otherwise be given. Failure of Grantee to respond in writing within such sixty (60) days shall be deemed to constitute written approval by Grantee of any request submitted for approval that is not contrary to the express restrictions hereof.

9.2 **Approval by Grantee of Certain Uses or Activities.** Any use or activity permitted under paragraph 3(h) shall be subject to the prior approval of Grantee. Grantor shall request such approval in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Grantee's evaluation of the request shall generally take into account the criteria included at paragraphs 9.3(a)-(f), below, as they relate to the activity itself as well as to the site for the proposed activity, and Grantee's approval or permission, as the case may be, shall not be unreasonably withheld.

9.3 **Approval by Grantee of Sites.** (i) The exercise of any right to create new roads reserved under paragraph 4(i); or (ii) the exercise of any right further to subdivide the Property reserved under paragraph 5.3(b), shall be subject to the prior approval by Grantee of the site for such proposed activity. Grantor shall request such approval in writing and shall include therewith information identifying the proposed site with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria:

(a) the extent to which use of the site for the proposed activity would impair the scenic qualities of the Property that are visible from public roads;

(b) the extent to which use of the site for the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;

(c) the extent to which use of the site for the proposed activity would impair water quality;

(d) in the case of any proposal to build new structures, the extent to which new road construction would be necessary to provide access to the site;

(e) in the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Property may be adversely impacted;

(f) the extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the conservation values of the Property.

Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement on suitable sites in connection with any determinations that are necessary to be made by them (either separately or jointly) under this paragraph 9.3. Notwithstanding the foregoing, Grantee's approval of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with the essential scenic quality of the Property.

9.4 **Notice to Grantee.** Following the receipt of Grantee's approval when required under paragraph 9.2 or paragraph 9.3, and not less than thirty (30) days prior to the commencement of any use or activity approved under paragraph 9.2 or 9.3, Grantor agrees to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in

sufficient detail to permit Grantee to monitor such activity. When such information was not provided to Grantee under the requirements of paragraph 9.3, the notice shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At Grantee's sole discretion, Grantee may permit commencement of the activity less than thirty (30) days after receiving Grantor's written notice. See also paragraph 11, with respect to Grantor's written notice to Grantee concerning a transfer of any interest in all or a portion of the Property.

9.5 **Breach.** Failure to secure such approval or give such notice as may be required by this paragraph 9 shall be a material breach of this Easement notwithstanding any other provision of this Easement and shall entitle Grantee to such rights or remedies as may be available under paragraph 2.

9.6 **Compliance Certificates.** Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document that may be requested by Grantor, including an estoppel certificate or compliance certificate, to certify to the best of Grantee's knowledge Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise to evidence the status of this Easement.

ASSIGNMENT BY GRANTEE; TRANSFERS BY GRANTOR

10. **Limitations on Assignment by Grantee.** The benefits of this Easement shall not be assignable by Grantee, except (i) if as a condition of any assignment, Grantee requires that the purpose of this Easement continues to be carried out, and (ii) if the assignee, at the

time of assignment, qualifies under Section 170(h) of the Code and the laws of the State of Wyoming as an eligible donee to receive this Easement directly. Grantee agrees to notify Grantor in writing at least sixty (60) days prior to any assignment of this Easement. Any attempted assignment by Grantee of the benefits of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

11. **Transfers by Grantor.** Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the proposed transfer of any such interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

AMENDMENT; EXTINGUISHMENT

12. **Limitations on Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of Wyoming. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit additional residences on the Property other than residences permitted by this Easement on its effective date, and

shall not permit any impairment of the significant conservation values of the Property. Any such amendment shall be filed in the Registry of Deeds of Sheridan County, Wyoming. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

13. **Limitations on Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of this Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, as such percentage interests are determined under the provisions of paragraph 13.1, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's conservation purposes.

13.1 **Percentage Interests.** For purposes of this paragraph, the parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Property each represent a percentage interest in the fair market value of the Property.

Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this grant to the value of the Property, without deduction for the value of the Easement, on the effective date of this grant. The values on the effective date of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation of the Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant.

13.2 **Condemnation.** If all or a part of the Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be respectively entitled to compensation in conformity with the provisions of paragraphs 13 and 13.1 (with respect to the allocation of proceeds).

GENERAL PROVISIONS

14. **General Provisions.**

14.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Wyoming.

14.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purposes of Grantee. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

14.3 **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

14.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 12.

14.5 **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property, provided that (i) no owner shall be responsible except for violations occurring on such owner's land while owner thereof; (ii) in the event of a breach of the terms hereof by the owner or owners of any subdivided portion of the Property, no owner or owners of any other portion of the Property shall be liable for such

breach; and (iii) any of the rights herein reserved to Grantor may be exercised by any owner or owners from time to time of any lot within the Property.

14.6 **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:	Mr. John C. McTiernan Bear Claw Ranch P.O. Box 99 271 Smith Creek Road Dayton, Wyoming 82836
With a copy to:	Stephen J. Small, Esq. Law Office of Stephen J. Small, Esq. 75 Federal Street/Suite 1100 Boston, Massachusetts 02110-1911
To Grantee:	The Nature Conservancy 258 Main Street, Suite 200 Lander, Wyoming 82520
With a copy to:	The Nature Conservancy Weston Regional Office 2060 Broadway, Suite 230 Boulder, Colorado 80302
And a copy to:	The Nature Conservancy 1815 North Lynn Street Arlington, Virginia 22209 Attn: General Counsel

or to such other address as any of the above parties from time to time shall designate by written notice to the others.

14.7 **Effective Date.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this **DEED OF CONSERVATION EASEMENT**

is recorded in the Registry of Deeds of Sheridan County, Wyoming, after all required signatures have been affixed hereto. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Easement.

TO HAVE AND TO HOLD, the said Conservation Easement, unto the said Grantee and its successors and assigns forever. This **DEED OF CONSERVATION EASEMENT** may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the day and year set forth below.

GRANTOR:

12-9-96
Date

JOHN C. MCTIERNAN

12-9-96
Date

DONNA P. DUBROW

STATE OF WYOMING)
: ss
COUNTY OF SHERIDAN)

The foregoing document was acknowledged before me this 9th day of December, 1996, by John C. McTiernan and Donna P. Dubrow, as Grantor.

WITNESS my hand and official seal.

Notary Public

My commission expires: 10-30-2000

The foregoing Deed of Conservation Easement is hereby duly accepted by The Nature Conservancy.

GRANTEE:

THE NATURE CONSERVANCY

10/7/96
Date

By: Dennis Donnelly
Its: Regional Director

STATE OF ~~WYOMING~~ Colorado)
: ss
COUNTY OF Boulder)

The foregoing document was acknowledged before me this 7th day of October, 1996, by Dennis Donald, Regional Director of The Nature Conservancy, a non-profit corporation under the laws of the District of Columbia, on behalf of the corporation.

SUSAN M. KODISH
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/24/1998

Notary Public

My commission expires: 1-24-98

EXHIBIT A
(A-1)

TO
DEED OF CONSERVATION EASEMENT
FROM
JOHN C. MCTIERNAN AND DONNA P. DUBROW
TO
THE NATURE CONSERVANCY

LEGAL DESCRIPTION OF THE PROPERTY

Township 57 North, Range 87 West, 6th Principal Meridian, Sheridan County, Wyoming:

Section 14:
S1/2S1/2

Section 22:

N1/2S1/2, excepting that portion lying South of the centerline of Smith Creek County Road.

Also excepting a tract of land located in the NE1/4SW1/4 and the NW1/4SW1/4 of said Section 22, said tract more particularly described as follows:

Commencing at the southwest corner of said Section 22;

Thence North 01°30'06" West, a distance of 1,554.65 feet to a point on the centerline of the Smith Creek County Road, said point being the point of **BEGINNING** of the herein described tract;

Thence South 85°28'36" East 1,332.54 feet along said centerline to a point;

Thence North 00°46'53" West, a distance of 29.70 feet to a point on the North right-of-way fence line;

Thence North 00°46'53" West, a distance of 567.54 feet along a fence line to a point;

Thence North 33°37'46" East, a distance of 208.20 feet along said fence line to a point;

Thence North 77°45'46" West, a distance of 646.52 feet along said fence line to a point;

Thence North 89°14'41" West a distance of 825.11 feet along said fence line to a point on the West line of said NW1/4SW1/4;

Thence South 01°30'06" East, a distance of 813.63 feet along said West line to a point on said centerline of the Smith Creek County Road, said point being the point of **BEGINNING.** Said tract containing 25.86 acres, more or less.

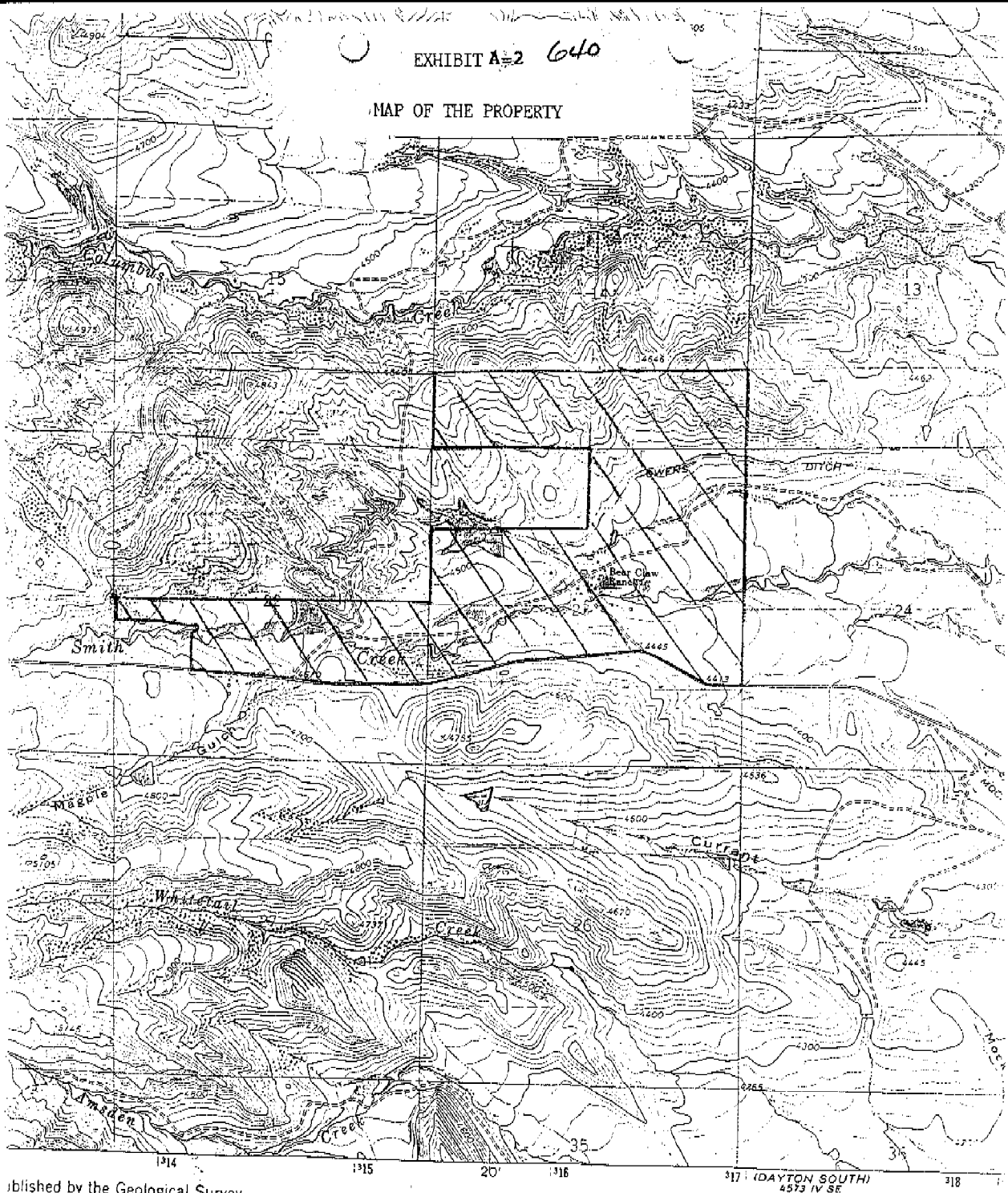
Basis of Bearings is Wyoming State Plane.

Section 23:
NE1/4, S1/2NW1/4

All that part of the N1/2S1/2 lying North of the Smith Creek County Road.

EXHIBIT A-2 640

MAP OF THE PROPERTY



ublished by the Geological Survey
:&GS
netric methods from aerial
Field checked 1964
27 North American datum
Wyoming coordinate system,
verse Mercator

GN MN
1°38' 29 MILS
15½° 276 MILS

SCALE 1:24000
1000 0 1000 2000 3000 4000 5000
5 0
CONTOUR INTERVAL 20 FEET
DATUM IS MEAN SEA LEVEL

EXHIBIT B

TO
DEED OF CONSERVATION EASEMENT
FROM
JOHN C. MCTIERNAN AND DONNA P. DUBROW
TO
THE NATURE CONSERVANCY

LEGAL DESCRIPTION - APPURTENANT ACRE

A parcel of land located in the NW1/4NW1/4SW1/4SW1/4, Section 24, Township 57 North, Range 87 West, 6th P.M., Sheridan County, Wyoming, more particularly described as follows:

BEGINNING at the Northwest corner of the NW1/4NW1/4SW1/4SW1/4, said Section 24; thence East along the North line of said NW1/4NW1/4SW1/4SW1/4, 208.71 feet; thence South parallel with the West line of said NW1/4NW1/4SW1/4SW1/4, 208.71 feet; thence West parallel with the North line of said NW1/4NW1/4SW1/4SW1/4, 208.71 feet to the West line of said NW1/4NW1/4SW1/4SW1/4; thence North, 208.71 feet to the point of beginning of this description, containing 1.00 acres, more or less.

Said parcel is subject to any easements or rights-of-way that have been legally acquired.

642

EXHIBIT C

TO

DEED OF CONSERVATION EASEMENT

FROM

JOHN C. MCTIERNAN AND DONNA P. DUBROW

TO

THE NATURE CONSERVANCY

LEGAL DESCRIPTION
RANCH COMPOUND

Township 57N Range 87W, Sheridan County, Wyoming

Section 23	S1/2SW1/4NE1/4,S1/2N1/2SW1/4NE1/4, N1/2N1/2NW1/4SE1/4, N1/2NE1/4NE1/4SW1/4, SE1/4SE1/4NW1/4, S1/2NE1/4SE1/4NW1/4

RECORDED DECEMBER 27, 1996 BK 383 PG 643 NO 244880 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

POWDER HORN RANCH, LLC, a Wyoming Limited Liability Company, GRANTOR, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, does hereby CONVEY and WARRANT to the GRANTEE, **ROBERT A. RUYLE, Trustee of the ROBERT A. RUYLE REVOCABLE TRUST dated September 1, 1993,** whose address is 2101 - 24th Street, Greeley, CO 80631, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 7, Block I, Powder Horn Ranch Minor No. 2 Subdivision

A subdivision in Sheridan County, Wyoming, filed as Plat #P- 40 .

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS my hand this 27th day of December, 1996.

POWDER HORN RANCH, LLC

James M. Scott, Manager

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by James M. Scott, this 27th day of December, 1996.

Witness my hand and official seal.

Joan Curtis
Notary Public

My Commission Expires December 10, 2000

RECORDED DECEMBER 30, 1996 BK 383 PG 644 NO 244956 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JOHN D. ROMPF and BERTHA LEE ROMPF, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **EUGENE M. THOMSEN, a single person, and MARY JEAN L. STEWART, a single person, as joint tenants with right of survivorship,** whose address is 1444 Gladstone, Sheridan, Wyoming, 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 57, Block 5, Sheltered Acres Subdivision to the City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 27th day of December, 1996.

John D. Rompf

Bertha Lee Rompf

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by John D. Rompf and Bertha Lee Rompf this 27th day of December, 1996.

Witness my hand and official seal.

DEBRA K. COLLIER
GENERAL
NOTARY COMMISSION EXPIRES
JAN. 18, 2000
SHERIDAN COUNTY, WYOMING

Notary Public

My Commission Expires 1-18-2000

RECORDED DECEMBER 30, 1996 BK 383 PG 645 NO 245004 RONALD L. DAILEY, COUNTY CLERK

PERSONAL REPRESENTATIVES' DEED

LINDA F. NICHOLAS and LARRY THOMAS, the duly appointed, qualified and acting Personal Representatives of the Estate of Helen M. Thomas, also known as Helen P. Thomas, Sheridan County Probate No. P104-7-95, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey and quitclaim to **RUTH C. DANNER,** a single woman, whose address is 1425 Highway 14, Sheridan, WY 82801, all of Grantors' interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

A tract of land located in the $S^1/_2NE^1/_4$ and $SE^1/_4NW^1/_4$ of Section 30, T. 54 N., R. 82 W., 6th P.M., Sheridan County, Wyoming, described as follows: Beginning at a point, said point being a fence corner located N. 65°22'W., 1393.9 feet from a fence corner, the accepted east quarter corner of Section 30; thence N.68°45'W., 1602.9 feet to a fence line; thence along said fence line, S.5°00'E., 80.9 feet; thence S.9°20'E, 70.8 feet; thence S.12°00'E., 69.4 feet; thence S. 25°56' E., 111.5 feet; thence S.30°46'E., 119.0 feet; thence S.37°51'E., 403.8 feet; thence S.10°41'W., 19.0 feet to the northerly right-of-way fence line of Highway U.S. 14; thence along said northerly right-of-way fence line, S.69°27'E., 428.1 feet; thence S.57°26'E., 240.8 feet; thence S. 56°23' E., 28.0 feet; thence S.55°17'E., 253.0 feet to a point on the southerly line of said $S^1/_2NE^1/_4$; thence along said southerly line, N.88°40'E., 301.9 feet to a fence line; thence along said fence line, N.2°43'W., 267.2 feet to a fence corner; thence leaving said fence line, N.2°53'W., 343.2 feet to the point of beginning.

Together with all improvements located thereon or appertaining thereto.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 27 day of December, 1996.

Linda F. Nicholas

Linda F. Nicholas, Personal Representative

Larry Thomas

Larry Thomas, Personal Representative

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Personal Representatives' Deed was subscribed, sworn to and acknowledged before me this 27th day of December, 1996, by Linda F. Nicholas and Larry Thomas, Personal Representatives of the Estate of Helen M. Thomas, also known as Helen P. Thomas, Sheridan County Probate No. P104-7-95.

Deborah A. Wood

Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires 1-23-2000

RECORDED DECEMBER 30, 1996 BK 383 PG 646 NO 245021 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

TODD H. BATEMAN and CATHY L. BATEMAN, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **JACK D. LANDON, JR., and KATHRYN L. LANDON, husband and wife, as tenants by the entirety,** whose address is 120 Paradise Park Road, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 24 of Paradise Park Subdivision, Except the North 30 feet thereof.

A subdivision in Sheridan, County, Wyoming, as recorded in Book 1 of Plats, Page 102.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

TOGETHER with all water and water rights adjudicated thereto, ditches, ditch stock and ditch rights associated therewith and all reservoir rights which grantors' own, if any.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 30th day of December, 1996.

Todd H. Bateman

Todd H. Bateman

Cathy L. Bateman

Cathy L. Bateman

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Todd H. Bateman and Cathy L. Bateman this 30th day of December, 1996.

Witness my hand and official seal.

Ronald A Smith

Notary Public

My Commission Expires December 6, 2000

RECORDED DECEMBER 30, 1996 BK 383 PG 647 NO 245023 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

Michael V. Chalfant and Susan R. Chalfant, grantors, of Sheridan County, State of Wyoming, for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO **Timothy L. Reed and Deborah L. Reed,** husband and wife, as tenants by the entireties with full rights of survivorship, grantees, whose address is 927 Gladstone Street, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 13, Block 4, Vale Avoca Place Third Addition to the Town, now City of sheridan, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS our hands this 30 day of December, 1996.

Michael V. Chalfant

Michael V. Chalfant

Susan R. Chalfant

Susan R. Chalfant

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by MICHAEL V. CHALFANT and SUSAN R. CHALFANT, this 30 day of December, 1996.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 7/1/98

DEED

RECORDED DECEMBER 30, 1996 BK 383 PG 648 NO 245037 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **CELENA MICHELLE NEES, a single person, LINSEY CRISTENE NEES, a single person, and CHRISTIE ANNE NEES, a single person, all being adult persons,** Grantors, of the County of Yellowstone, State of Montana, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantors, receipt whereof is hereby acknowledged, for Grantor and Grantor's heirs, executors, administrators and personal representatives do remise, release, convey and forever quitclaim unto **MICHAEL ALLEN NEES, a married man as his sole and separate property,** Grantee, whose address is 1652 Taylor, Sheridan, WY 82801, all such right, title, interest, property, possession, claim and demand, including any after-acquired title as Grantors have or ought to have, in or to all the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

The South 28 feet of Lot 10 and the North 24 feet of Lot 11, Block 38, of the Downer Addition to the City of Sheridan, Sheridan County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Grantee and Grantee's heirs and assigns, to his and their own proper use and behoof forever. So that neither Grantor nor any other person in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

DATED this 24 day of December, 1995.

Celena Michelle Nees

Linsey Cristene Nees

Christie Anne Nees

STATE OF MONTANA)
)ss
COUNTY OF YELLOWSTONE)

The foregoing instrument was acknowledged before me by Celena Michelle Nees, Linsey Cristene Nees and Christie Anne Nees, this 24 day of ~~July~~ December, 1996.

Witness my hand and official seal.

Judy C. Jones
Notary Public
Sheridan County, WY
My Commission Expires
June 28, 1999

Judy C. Jones
Notary Public

My Commission Expires: June 28, 1999.

RECORDED DECEMBER 30, 1996 BK 383 PG 650 NO 245038 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JAMES E. SCALIA, JR. and SUZANNE M. SCALIA, husband and wife, GRANTORS, of Natrona County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEE, **THOMAS E. DORR, a single person,** whose address is 515 Canby, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lots 12, 13 and the South 22 1/2 feet of Lot 14, Block 20, Coffeen's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

SUBJECT to that Mortgage executed by Suzanne M. Scalia and James E. Scalia, Jr., wife and husband, in favor of Norwest Mortgage, Inc., Des Moines, IA, dated September 15, 1995 and recorded September 18, 1995, Book 341 of Mortgages, Page 592, given to secure $64,673.00, which mortgage was assigned to the Wyoming Community Development Authority, Casper, Wyoming, by instrument dated September 15, 1995 and recorded September 18, 1995, Book 341 of Mortgages, Page 601, which Mortgage Grantee herein assumes and agrees to pay.

SUBJECT to that Mortgage executed by Suzanne M. Scalia and James E. Scalia, Jr., wife and husband, in favor of Norwest Mortgage, Inc., Des Moines, IA, dated September 15, 1995 and recorded September 18, 1995, Book 341 of Mortgages, Page 602, given to secure $2,775.00, which mortgage was assigned to the Wyoming Community Development Authority, Casper, Wyoming, by instrument dated September 15, 1995 and recorded September 18, 1995, Book 341 of Mortgages, Page 608, which Mortgage Grantee herein assumes and agrees to pay.

WITNESS our hands this 27 day of December, 1996.

James E. Scalia Jr. 12/27/96.
James E. Scalia, Jr.

Suzanne M. Scalia
Suzanne M. Scalia

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by James E. Scalia, Jr. and Suzanne M. Scalia, this 27TH day of DEC., 1996.

Witness my hand and official seal.

William M. Spicer
Notary Public

My Commission Expires JULY 12TH 1997

WILLIAM M. SPICER - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES JULY 12, 1997

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RECORDED DECEMBER 30, 1996 BK 383 PG 652 NO 245042 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

PHYLLIS V. SMITH, a married woman dealing in her sole and separate property, and RONALD REGELIN, a married man dealing in his sole and separate property, of Sheridan County, Wyoming, Grantors, for valuable consideration, CONVEYS AND WARRANT to JAMES M. ANKNEY and TONI D. ANKNEY, husband and wife, as tenants by the entireties, Grantees, whose address is 428 Beaver Creek Road, Sheridan, Wyoming 82801, all of their interest in the following described real estate, situated in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

All that portion of the old street car right-of-way lying on or adjacent to Lots 1, 2 and 13 of Block 62 and Lots 1, 2, 3 and 4 of Block 63, all in Downer Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Subject to all existing streets, alleys, existing utilities, easements and rights-of-way of record.

WITNESS our hands this 18 day of December, 1996.

Phyllis V. Smith

Phyllis V. Smith

Ronald Regelin

Ronald Regelin

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **PHYLLIS V. SMITH**, a married woman dealing in her sole and separate property, this 18th day of December, 1996.

WITNESS my hand and official seal.

JOHN F. ADAMS - NOTARY PUBLIC County of Sheridan State of Wyoming My Commission Expires October 19, 2000

John F. Adams

Notary Public

My Commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **RONALD REGELIN**, a married man dealing in his sole and separate property, this 18th day of December, 1996.

WITNESS my hand and official seal.

JOHN F. ADAMS - NOTARY PUBLIC County of Sheridan State of Wyoming My Commission Expires October 19, 2000

John F. Adams

Notary Public

My Commission expires:

RECORDED DECEMBER 30, 1996 BK 383 PG 653 NO 245048 RONALD L. DAILEY, COUNTY CLERK

STATE OF WYOMING)
: ss.
County of Sheridan)

AFFIDAVIT OF SURVIVORSHIP CONCERNING OWNERSHIP OF REAL ESTATE

CONNIE L. JOHNSON, after being duly sworn upon oath, does depose and say:

1. This Affidavit is made in compliance with Wyoming Statutes 1977, Section 2-9-102 to establish the termination of a tenancy by the entireties by virtue of the death of one of the tenants.

2. Affiant is the surviving spouse of James R. Johnson who died on November 2, 1996. A certified copy of the Death Certificate of the said James R. Johnson is attached hereto as Exhibit A.

3. At the time of the death of the said James R. Johnson, he and the undersigned Affiant were owners, as tenants by the entireties, of an interest in certain real estate which is located in Sheridan County, Wyoming, and which is more particularly described as follows:

> Lots 17 and 18, Patterson Subdivision to the Town of Ranchester, Sheridan County Wyoming, together with all improvements situate thereon and all appurtenances appertaining or belonging thereto.

4. The Affiant and James R. Johnson acquired their interest in the above described property by virtue of two (2) Deeds one of which is dated January 7, 1987, and which was recorded in the office of the County Clerk and Recorder of Sheridan County, Wyoming, on January 9, 1987, in Book 308 of Deeds at page 1, and the other of which is dated June 4, 1991, and which was recorded in the office of the County Clerk and Recorder of Sheridan County, Wyoming, on June 7, 1991, in Book 341 of Deeds at page 537.

5. By virtue of the death of the said James R. Johnson, the Affiant has become the sole owner of the above described property.

FURTHER AFFIANT SAYETH NOT.

DATED this 24 day of December, 1996.

Connie L Johnson
Connie L. Johnson

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Affidavit of Survivorship was subscribed, sworn to and acknowledged before me by Connie L. Johnson this 24 day of December, 1996.

WITNESS my hand and official seal.

Deborah A. Wood
Notary Public

My Commission expires: 1-23-2000

DEBORAH A. WOOD - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires 1-23-2000

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

LOCAL FILE NUMBER: 1066 — STATE FILE NUMBER:

DECEDENT

1. DECEDENT'S NAME (First)	(Middle)	(Last)	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
JAMES	RICHARD	JOHNSON	Male	November 2, 1996

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.)
520-62-6611	42					June 13, 1954

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

7b. FACILITY NAME (If not institution, give street and number)	7c. CITY, TOWN, OR LOCATION OF DEATH	7d. COUNTY OF DEATH
Sheridan Co. Memorial Hospital	Sheridan	Sheridan

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	Connie Maurer

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	Electrical Contractor	Construction

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sheridan	Sheridan	818 Betty Street

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes i.e. 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)
Don	R.	Johnson	June	N/A	Cunningham

INFORMANT

19a. INFORMANT - NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Connie Johnson	Wife

19c. MAILING ADDRESS (Street or R.F.D. Number)	City or Town	State	ZIP Code
P.O. Box 1	Ranchester,	Wyoming	82839

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	11/4/96	Smith-Terrace Gardens Crematory	Billings,	Montana

21a. FUNERAL SERVICE LICENSEE OR Person Acting As Supply (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
▶ Gary D. Ferries	340	Ferries Funeral Home	97	297 S. Main St, Sheridan, WY

CERTIFIER

To be Completed by CERTIFIER (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) ▶ Willoughby M.D.

22b. DATE SIGNED (Mo., Day, Yr.): 11/4/96 — 22c. HOUR OF DEATH: 9:07 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): John Willoughby, MD 335 W. Works St., Sheridan, WY 82801

25a. REGISTRAR (Signature) ▶ Georgia D. Hinckley Deputy — 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 11/6/96

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. Respiratory failure

DUE TO (OR AS A CONSEQUENCE OF): b. (R) lower lobe pneumonia

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

DUE TO (OR AS A CONSEQUENCE OF): c. Metastatic esophageal Carcinoma

DUE TO (OR AS A CONSEQUENCE OF): d.

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

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

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

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

VR 2-89
4/94 15M

12512

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

DATE ISSUED: NOV 12 1996

Lucinda McCaffrey
Deputy State Registrar

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

RECORDS SEAL WYOMING

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

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RECORDED DECEMBER 30, 1996 BK 383 PG 656 NO 245053 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED TO TRUSTEE

LEO E. MOSSHOLDER, a widower, (herein referred to as "Grantor"), whose address is 546 South Main, Sheridan, WY 82801, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to **LEO E. MOSSHOLDER, TRUSTEE OF THE LEO E. MOSSHOLDER TRUST UNDER DECLARATION OF TRUST DATED DECEMBER 20, 1996**, whose address is 546 South Main, Sheridan, WY 82801, all of Grantor's interest in the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

House at 546 South Main, Sheridan, WY:

Lots 15 and 16, and the South 6 feet of Lot 14, Block 11, Kilbourne Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements located thereon.

Warehouse:

The West forty (40) feet of Lots 13, 17 and 21, and the West forty (40) feet of the South ten (10) feet of Lot 9, all in Block 3 of the Corrected Plat of the Grinnell Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements located thereon.

Dated this 20th day of December, 1996.

Leo E. Mossholder

Leo E. Mossholder

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing Quitclaim Deed was subscribed, sworn to and acknowledged before me this 20th day of December, 1996 by Leo E. Mossholder.

WITNESS my hand and official seal.

Notary Public

My Commission expires: March 7, 1997

RECORDED DECEMBER 31, 1996 BK 383 PG 657 NO 245077 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

RICHARD J. LAUWERS and CATHY L. LAUWERS, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **RONALD D. LOCKWOOD and KATHY L. LOCKWOOD, husband and wife, as tenants by the entirety,** whose address is 343 East Heald, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

The East 80 feet of Lots 11 and 12, Block 19, of Coffeen Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 30th day of December, 1996.

Richard J. Lauwers
Richard J. Lauwers

Cathy L. Lauwers
Cathy L. Lauwers

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Richard J. Lauwers and Cathy L. Lauwers this 30th day of December, 1996.

Witness my hand and official seal.

E. Marie Wright
Notary Public

My Commission Expires 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED DECEMBER 31, 1996 BK 383 PG 658 NO 245080 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

GEORGE R. LOHSE, a single person, and SHARI L. LOHSE and BRIAN R. LOHSE, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **KENNETH S. MCLEAN, II, and BRENDA L. MCLEAN, husband and wife, as tenants by the entirety,** whose address is 137 Wolf Creek Road, Ranchester, WY 82839, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See Attached Exhibit "A"

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants and restrictions of record.

WITNESS our hands this 30th day of December, 1996.

George R. Lohse
George R. Lohse

Shari L. Lohse
Shari L. Lohse

Brian R. Lohse
Brian R. Lohse

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by George R. Lohse, Shari L. Lohse and Brian R. Lohse, this 30 day of December, 1996.

Witness my hand and official seal.

E. Marie Wright
Notary Public

My Commission Expires 6-18-2000

E. MARIE WRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

EXHIBIT "A"

A tract of land situated in the NE1/4NE1/4 of Section 25, T57N, R86W, of the 6th P.M., Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point which is S49°48'10"W, a distance of 1366.44 feet from the Northeast corner of said Section 25; thence N0°30'W, a distance of 279.71 feet to the centerline of the county road; thence S75°30'W along the centerline of the county road for a distance of 102.93 feet; thence S47°07'W, a distance of 179.31 feet; thence S45°01'25"E, a distance of 188.14 feet; thence N89°27'50"E, a distance of 100.56 feet to the point of beginning.

RECORDED DECEMBER 31, 1996 BK 383 PG 660 NO 245085 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

RORY L. MALLO and JENNIFER MALLO, husband and wife, GRANTORS, of Sheridan County, State of Wyoming, for and in consideration of Ten ($10.00) and more Dollars, in hand paid, receipt whereof is hereby acknowledged, do hereby CONVEY and WARRANT to the GRANTEES, **BRIAN R. LOHSE and SHARI L. LOHSE, husband and wife, as tenants by the entirety,** whose address is 1762 Zuni Drive, Sheridan, WY 82801, the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 2, Block 2, Skylane Terrace Subdivision.

A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 214.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building and zoning regulations and city, state and county subdivision laws.

WITNESS our hands this 30th day of December, 1996.

Rory L. Mallo

Jennifer Mallo

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Rory L. Mallo and Jennifer Mallo this 30th day of December, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires 6-18-2000

L. MARIE BRIGHT NOTARY PUBLIC SHERIDAN COUNTY, WYOMING

RECORDED DECEMBER 31, 1996 BK 383 PG 661 NO 245091 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that Linda K. Rourke, a single person of 606 Kendrick, Gillette, Wyoming, GRANTOR, in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, convey and quitclaim to First Interstate Bank of Commerce Trustee of the Linda K. Rourke Revocable Living Trust dated December 19, 1995, the following described real estate, situated in Sheridan County, Wyoming hereby waiving all rights under and by virtue of the Homestead Exemption laws of the State to-wit.

The South 210.6 feet of the North 240.6 feet of the East 360 feet in the SW1/4NE1/4 of Section 13, Township 53 North, Range 84 West of the 6th P.M. Sheridan County, Wyoming, together with all improvements situated there on all appurtenances thereunto belonging.

A tract of land situate in the SW1/4NE1/4 of Section 13, Township 53 North, Range 84 West of the 6th P.M. Sheridan County, Wyoming described as follows:

Beginning at a point 445.6 feet south of the northeast corner of said SW1/4NW1/4, thence West 360 feet, thence North 205 feet, thence East 360 feet, and thence South 205 feet, to the point of beginning, together with all improvements situate thereon and all appurtenances appertaining thereto.

Subject to all easements, restrictions and rights-of-way of record.

IN WITNESS HEREOF, we have hereunto set our hands this 28 day of December, 1996.

Linda K. Rourke
Linda K. Rourke

The forgoing Quitclaim Deed was acknowledged before me by Linda K. Rourke on this 23 day of December, 1996.

WITNESS my hand and official seal

Esther D. Moser
Notary Public

ESTHER D. MOSER
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 23, 2000
CAMPBELL COUNTY, WYOMING

662

RECORDED DECEMBER 31, 1996 BK 383 PG 662 NO 245117 RONALD L. DAILEY, COUNTY CLERK

WARRANTY DEED

JOAN D. KNEBEL, a single person, Grantor, of King County, Washington, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEYS AND WARRANTS to **PATRICIA MULHOLLAND KUZARA and SUSAN GROSSO TESCH**, mother and daughter, as joint tenants with full rights of survivorship, Grantees, whose address is 1323 Sierra Drive, N.E., #18, Cedar Rapids, Iowa, 52402, the following-described real estate situate in the County of Sheridan, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Tracts Eleven (11) and Twelve (12) of Red Cloud Subdivision, Story, Sheridan County, Wyoming, according to the official plat thereof on file and of record in the office of the County Clerk of Sheridan County, Wyoming.

TOGETHER WITH all improvements situate thereon and all easements and appurtenances thereunto belonging;

TOGETHER WITH all of Grantor's interest in all water, water rights, ditch and well rights, applications and permits pertaining to the above-described property;

SUBJECT TO all easements, reservations, covenants and restrictions, if any, of record; and,

FURTHER SUBJECT TO 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 in the public records.

WITNESS MY HAND this 8 day of October, 1993.

Joan D. Knebel
JOAN D. KNEBEL

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by **JOAN D. KNEBEL** this 8 day of October, 1993.

Witness my hand and official seal.

Barbara A Marton
Notary Public

My Commission Expires:

Barbara A. Marton — Notary Public
County of Johnson — State of Wyoming
My Commission Expires June 11, 1997

RECORDED DECEMBER 31, 1996 BK 383 PG 663 NO 245118 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that PATRICIA MULHOLLAND KUZARA, Grantor, of the County of Sheridan, State of Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, CONVEY AND QUITCLAIM unto SUSAN GROSSO TESCH, Grantee, whose address is 2026 Liberty Court, Sheridan, Wyoming, 82801, the following-described real estate, situated in the County of Sheridan, State of Wyoming, towit:

Tracts Eleven (11) and Twelve (12) of Red Cloud Subdivision, Story, Sheridan County, Wyoming, according to the official plat thereof on file and of record in the office of the County Clerk of Sheridan County, Wyoming.

TOGETHER WITH all improvements situated thereon and all appurtenances belonging thereto;

SUBJECT TO all easements, reservations, covenants and restrictions, if any, of record; and,

FURTHER SUBJECT TO 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 in the public records.

This Deed is an absolute conveyance of any interest the Grantors may have or hereafter acquire in the subject property by virtue of and in full satisfaction of all obligations secured by the Agreement for Deed executed by Joan D. Knebel, as Seller, and Patricia Mulholland Kuzara and Susan Grosso Tesch, as Buyers , said Agreement is dated October 8, 1993, and recorded on October 8, 1993, in Book __ at Page___, in the office of the County Clerk of Sheridan County, Wyoming;

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS MY HAND this 2nd day of December, 1996 Patricia Mulholland Kuzara
STATE OF WYOMING) PATRICIA MULHOLLAND KUZARA
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by PATRICIA MULHOLLAND KUZARA, this 2nd day of December, 1996. Witness my hand and official seal

Laurel M. Long
Notary Public

My Commission Expires: October 29, 1999

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RECORDED DECEMBER 31, 1996 BK 383 PG 664 NO 245119 RONALD L. DAILEY, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that SUSAN GROSSO TESCH, Grantor, of the County of Sheridan, State of Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, CONVEY AND QUITCLAIM unto , MOUNTAIN CRAFTS, INCORPORATED, a Wyoming Corporation, Grantee, whose address is P.O. Box 37, Story, Wyoming, 82842 , the following-described real estate, situate in the County of Sheridan, State of Wyoming, towit:

Tracts Eleven (11) and Twelve (12) of Red Cloud Subdivision, Story, Sheridan County, Wyoming, according to the official plat thereof on file and of record in the office of the County Clerk of Sheridan County, Wyoming.

TOGETHER WITH all improvements situated thereon and all appurtenances belonging thereto;

SUBJECT TO all easements, reservations, covenants and restrictions, if any, of record; and,

FURTHER SUBJECT TO 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 in the public records.

This Deed is an absolute conveyance of any interest the Grantors may have or hereafter acquire in the subject property by virtue of and in full satisfaction of all obligations secured by the Agreement for Deed executed by Joan D. Knebel, as Seller, and Patricia Mulholland Kuzara and Susan Grosso Tesch, as Buyers , said Agreement is dated October 8, 1993, and recorded on October 8, 1993, in Book __ at Page___, in the office of the County Clerk of Sheridan County, Wyoming

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS MY HAND this 5 day of Dec., 1996. Susan Grosso Tesch

SUSAN GROSSO TESCH

STATE OF WYOMING)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by **SUSAN GROSSO TESCH,** this 5th day of December, 1996. Witness my hand and official seal

Carol M. Long
Notary Public

My Commission Expires: October 29 1999

RECORDED DECEMBER 31, 1996 BK 383 PG 665 NO 245120 RONALD L. DAILEY, COUNTY CLERK

STATE OF WYOMING)
)SS
County of Sheridan)

AFFIDAVIT OF SURVIVORSHIP

Claire C. Yorks, of lawful age being first duly sworn, according to law deposes and says:

That she is the widow of Samuel A. Yorks, also known as Sam A. Yorks, who died on the 12th day of October, 1996, in Sheridan County, Wyoming, as shown by the certified copy of the Certificate Of Death, attached hereto and made a part hereof as Exhibit "A".

That the real property situate in Sheridan County Wyoming, described as follows, to-wit:

> The North 64 feet of the South 93 feet of the East Half of Lot 3 of the Amended Plat of Krohn Subdivision, Sheridan County, Wyoming, together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging,

was vested in this Affiant, Claire C. Yorks, and Samuel A. Yorks, husband and wife, as an estate by the entireties, with full rights of survivorship, by a Warranty Deed to them as grantees by Blue Cross Blue Shield of Wyoming, dated the 23rd day of April, 1984 filed on the 1st day of May, 1984 in Book 284 at Page 533 in the records of the County Clerk of Sheridan County, Wyoming, where the same now appears of record.

That the death of Samuel A. Yorks, terminated his previous estate in the said real property under said vesting documents, thereby vesting full title in said property in the survivor, Claire C. Yorks, this Affiant.

That this Affidavit is made and filed with such Certificate of Death, attached hereto in compliance with Section 2-9-102 and 2-9-103, Wyoming Statutes 1977, for the purpose of terminating of record the estate by entirety held by the Decedent Norman King at the time of his death, to the above described real property in the title thereto.

Further Affiant Sayeth Not.

Claire C. Yorks
Claire C. Yorks

Subscribed and sworn to before me this 30th day of December, 1996, by Claire C. Yorks.

Witness my hand and official seal.

Laurel M. Long
Notary Public

My Commission Expires:
October 29, 1999

CERTIFICATION OF VITAL RECORD

6666

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 1058 — STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT - NAME: First	Middle	Last	3. SEX	4. DATE OF DEATH (Mo., Day, Yr.)
SAMUEL	AUGUSTUS	YORKS	Male	October 12, 1996

5. SOCIAL SECURITY NUMBER	6a. AGE-Last Birthday (Years)	6b. UNDER 1 YEAR: Months	Days	6c. UNDER 1 DAY: Hours	Minutes	6. DATE OF BIRTH (Mo., Day, Yr.)
179-16-6333	78					October 31, 1917

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
Sheridan Co. Memorial Hospital	Sheridan	Sheridan

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)
London, England	Married	Claire Calkins

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	Professor English Lit.	Education

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
Wyoming	Sheridan	Sheridan	1660 DeSmet Street

13e. INSIDE CITY LIMITS? (Specify yes or no)	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify no or yes - If yes, specify Cuban, Mexican, Puerto Rican, Etc.)	15. RACE - American Indian, Black, White, Etc. (Specify)	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12)	College (1-4 or 5+)
Yes	No ☐ Yes ☐ (Specify)	White	12	7

PARENTS

17. FATHER'S NAME: First	Middle	Last	18. MOTHER'S NAME: First	Middle	Maiden Surname
Samuel	A.	Yorks	Florence	N/A	Hatfield

INFORMANT

19a. INFORMANT - NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
Claire Yorks	Wife

19c. MAILING ADDRESS: Street or R.F.D. Number	City or Town	State	ZIP Code
1660 DeSmet Street	Sheridan, Wyoming		82801

DISPOSITION

20a. Burial, Cremation, Removal, Other (Specify)	20b. DATE (Mo., Day, Yr.)	20c. CEMETERY OR CREMATORY - NAME	20d. LOCATION: City or Town	State
Cremation	10/13/96	Smith-Terrace Gardens Crematory	Billings, Montana	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	21c. ADDRESS OF FACILITY: Number	Street, City, State
Jay A. Ferries	340	Ferries Funeral Home	97	297 S. Main St, Sheridan, 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) Richard Cole

22b. DATE SIGNED (Mo., Day, Yr.): 10/16/96 — 22c. HOUR OF DEATH: 12:43 A M

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

To Be Completed by CORONER Only

23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title)

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

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

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print): Richard Cole, M.D., 1401 west 5th Street, Sheridan, WY 82801

25a. REGISTRAR (Signature): Georgia Whitaker Deputy — 25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.): 10/21/96

CAUSE OF DEATH

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

		Approximate Interval Between Onset and Death
29. IMMEDIATE CAUSE (Final disease or condition resulting in death) → a.	cardiopulmonary arrest	15 min.
DUE TO (OR AS A CONSEQUENCE OF): b.	myocardial arrhythmia	17 min.
DUE TO (OR AS A CONSEQUENCE OF): c.	myocardial infarction	18 min.
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): d.		

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

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

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

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

OCT 23 1996

VR 2-89
4/94 15M

12234

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

DATE ISSUED: NOV - 5 1996

Lucinda McCaffrey
Deputy State Registrar

SEAL

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

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RECORDED DECEMBER 31, 1996 BK 383 PG 667 NO 245131 RONALD L. DAILEY, COUNTY CLERK

AFFIDAVIT OF SURVIVORSHIP

STATE OF WYOMING)
) ss.
County of Sheridan)

I, **SANDRA LEE LARNER**, Personal Representative to the estate of **JOYCE A. WRIGHT**, being first duly sworn upon oath, do depose and say:

1.

A Warranty Deed between **CORRIE L. LANNERS** and **LINDA M. LANNERS**, as Grantors, and **EDWARD E. WRIGHT** and **JOYCE A. WRIGHT,** husband and wife, as tenants by the entirety, as Grantees, was recorded October 19, 1990, in the County Clerk and Recorder's Office in Sheridan County, Wyoming, Book 337 of Warranty Deeds, Page 312, No. 67733, and includes the following property in Sheridan County:

South 9 feet of Lot 6; all of Lot 7,
Block 7, Dana Addition.
A subdivision in Sheridan County, Wyoming,
as recorded in Book A of Plats.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

2.

On September 21, 1996, **EDWARD E. WRIGHT** passed away, and a certified copy of his death certificate is appended to this Affidavit.

3.

By reason of the death of **EDWARD E. WRIGHT**, his right, title and interest in and to the real property terminated and the sole title in the property was then vested in **JOYCE A. WRIGHT**, as survivor.

4.

JOYCE A. WRIGHT passed away on November 27, 1996. On December 4, 1996, the Last Will and Testament of **JOYCE A. WRIGHT** was admitted to probate by the Court, and **SANDRA LEE LARNER** was appointed Personal Representative.

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...er your affiant saith not.

Sandra Lee Larner

SANDRA LEE LARNER, Personal Representative
of the Estate of **JOYCE A. WRIGHT**

Subscribed and sworn to before me this 31st day of December, 1996 by **SANDRA LEE LARNER**.

KATHY A. SCHOONER - NOTARY PUBLIC
County of Sheridan
State of Wyoming
My Commission Expires Oct. 27, 2000

Kathy A. Schooner
Notary Public

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 143 — STATE FILE NUMBER

DECEDENT

1. DECEDENT-NAME First	Middle	Last	2. SEX	3. DATE OF DEATH (Mo., Day, Yr.)
EDWARD	ELLSWORTH	WRIGHT	MALE	SEPTEMBER 21, 1996

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.)
480 16 5134	72					FEBRUARY 23, 1924

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
VA MEDICAL CENTER	SHERIDAN	SHERIDAN

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)
MICHIGAN	MARRIED	JOYCE ALICE HARVEY

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	MECHANIC	AUTOMOTIVE

13a. RESIDENCE - STATE	13b. COUNTY	13c. CITY, TOWN OR LOCATION	13d. STREET AND NUMBER
WYOMING	SHERIDAN	SHERIDAN	1009 W 10TH STREET

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

PARENTS

17. FATHER'S NAME First	Middle	Last	18. MOTHER'S NAME First	Middle	Maiden Surname
FREDRICK	CHARLES	WRIGHT	CARRIE	MELISSA	HUTCHISON

INFORMANT

19a. INFORMANT'S NAME (Type or Print)	19b. RELATIONSHIP TO DECEDENT
VA MEDICAL CENTER, 1898 FORT ROAD, SHERIDAN, WYOMING	NONE

19c. MAILING ADDRESS STREET OR R.F.D. NUMBER	CITY OR TOWN	STATE	ZIP CODE
VETERANS AFFAIRS MEDICAL CENTER	SHERIDAN	WYOMING	82801

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	09-25-96	SHERIDAN MUNICIPAL CEMETERY	SHERIDAN, WYOMING	

21a. FUNERAL SERVICE LICENSEE Or Person Acting As Such (Signature)	Number	21b. NAME OF FACILITY	Number	21c. ADDRESS OF FACILITY
[signature]	306	CHAMPION FUNERAL HOME, INC		244 S. BROOKS; SHERIDAN, 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] Robison MD

22b. DATE SIGNED (Mo., Day, Yr.)	22c. HOUR OF DEATH
OCTOBER 9 1996	9:25 P M

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

To be Completed by CORONER Only

23a. On the basis of examination and / or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title)

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

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

24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print)
WENDELL J. ROBISON, M.D., SHERIDAN VA MEDICAL CENTER, SHERIDAN, WYOMING 82801

25a. REGISTRAR (Signature)		25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)
[signature]	DEPUTY	OCTOBER 10, 1996

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. CONGESTIVE HEART FAILURE	
	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. ARTERIOSCLEROTIC CARDIO VASCULAR DISEASE	
	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.
MULTIINFARCT DEMENTIA, CRF, DIABETIC NEUROPATHY

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

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

OCT 14 1996

VR 2-89
2/91 15M

10305

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

DATE ISSUED: OCT 14 1996

6669

Lucinda McCaffrey
Deputy State Registrar

SEAL

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

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RECORDED DECEMBER 31, 1996 BK 383 PG 670 NO 245135 RONALD L. DAILEY, COUNTY CLERK

CPR-14-WY-26

LEASE EXTENSION

This Lease Extension Agreement entered into by and between **JOHN E. RICE & SONS, INC d/b/a THE WRENCH RANCH**, a Wyoming corporation, **LESSOR**; and **PACIFICORP d/b/a PACIFIC POWER & LIGHT COMPANY**, an Oregon corporation, **LESSEE**.

WHEREAS, Lessor hereby leases to Lessee, and Lessee hereby takes and hires from Lessor, the following described premises situated in Sheridan County, Wyoming.

> Beginning at a point North 65° 54' East, 1121.9 feet from the Northwest corner of Section 3, Township 56 North, Range 84 West, 6th P.M.; thence North 65° 02' East, 120 feet to a point; thence South 24° 58' East, 150 feet to a point; thence South 65° 02' West, 120 feet to a point; thence North 24° 58' West, 150 feet to the point of beginning of the 120' x 150' tract.

Together with the right to construct, reconstruct, gravel, maintain and use an access road over, along and across Lessor's adjoining property extending from said leased premises to the county road, all as more particularly shown on the attached sketch thereof hereto attached, marked Exhibit "A", and by this reference made a part hereof.

SUBJECT to and upon the following terms and conditions:

(1) The initial lease was executed by John E. Rice & Sons, Inc. on June 30, 1971. Per the terms of the initial lease, Extension One shall be for a period of 10 years, commencing as of July 1, 1996 and ending June 30, 2006. THIS LEASE CANNOT BE ASSIGNED WITHOUT PRIOR WRITTEN APPROVAL BY LESSOR. ~~JJR~~ JLJ

(2) As rental for said leased premises and the right to use said access road as hereinabove provided, Lessee shall pay to Lessor the sum of three thousand dollars ($ 3,000.00) annually on or before the first day of July in each year during the continuance of this lease.

(3) Lessee shall have the right and option to extend said initial term of this lease for successive additional 10-year periods upon and subject to the same terms and conditions and rentals as herein provided. Said options shall be exercised by Lessee giving Lessor written notice not less than 60 days prior to the expiration of the initial term of this lease or of any of said extended terms as the case may be.

(4) Anything hereinabove to the contrary notwithstanding, Lessee shall have the right to terminate this lease at any time during said initial term or any extension thereof upon giving Lessor six months' prior written notice of Lessor's election to so terminate. IF SWITCHSTATION IS NO LONGER REQUIRED, THEN LEASE WILL TERMINATE AND FACILITIES WILL BE REMOVED. ~~JJR~~ JLJ

(5) Lessee shall have the right to install, maintain and replace all or any portion of the fences upon said premises at Lessee's sole expense.

(6) Lessee shall have the right to install, operate, maintain and remove any electrical facilities necessary or desirable to Lessee in the use of said premises, including ground wires outside the fences, as may be required; provided, that said ground wires shall be installed not more than five feet from the outside of said fences. Upon the termination of this lease or the extended use thereof for any reason, Lessee shall have the right to remove any or all of the said electrical facilities.

(7) Lessee assumes all risks in connections with its use of said premises and said access road and shall indemnify and hold Lessor harmless against and from any and all claims, suits, costs, damages, demands, loss, liability or expense, including attorneys' fees, for injury to or death of persons or damage to property caused by or in any way arising out of Lessee's use of or occupancy of said premises and said access road, excepting such injuries or damage which may be caused by the sole negligence of Lessor.

(8) Lessee shall keep said premises free from all liens and encumbrances in connection with Lessee's use of said premises.

(9) Upon the expiration of this lease or any extended term thereof or the earlier termination thereof as herein provided, Lessee will surrender said premises to Lessor in as good condition as the same now are in or may hereafter be placed in, ordinary wear and tear and damage by the elements excepted.

(10) Should Lessee violate or fail to perform any of the covenants or conditions herein set forth, and has not, within 30 days following written notice thereof from Lessor, corrected or taken all reasonable measures to correct any such violation or failure of performance, Lessor may re-enter and repossess said premises and expel Lessee or those claiming thereunder without prejudice to any other remedies available to Lessor.

EXECUTED in duplicate this 14 day of June, 1996.

JOHN E. RICE & SONS, INC. d/b/a
THE WRENCH RANCH

By _____
LESSOR Neltje President

By _____
LESSOR James L. Ellis Vice-President

STATE OF WYOMING)
) ss.
County of Natrona)

On this day personally appeared before me Neltje & James L. Ellis to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of June, 1996.

_____
Notary Public for: Wyoming
My Commission expires: February 20, 1997

PACIFICORP d/b/a
PACIFIC POWER & LIGHT COMPANY

By _____
LESSEE Bill Savage Asst. Vice President

STATE OF WYOMING)
) ss.
County of Natrona)

On this day personally appeared before me William W. Savage to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of June, 1996.

_____
Notary Public for: Wyoming
My Commission expires: July 16, 1997