

Remit Payment To:
Big Horn County Title Company
P.O. Box 72
Greybull, WY 82426
(307)765-9999

INVOICE

Billed To:
Musser Brothers, Inc.
1131 13th Street, Suite 101
Cody, WY 82414

Invoice Date: July 28, 2020
Please Pay: at Closing
Our File Number: TC007230
Your Reference Number: WERBELOW BROTHERS

Property:
Hwy 14/16/20 - Parcel 2
Greybull, WY 82426
Big Horn County

Brief Legal: T52N,R94W, Sec 2, Lt 44 H Lot 45
A, Lot 45 h in BHC, WY See
Schedule C for Full Legal

DESCRIPTION	AMOUNT
Preliminary Search - No Charge - the Basic Rate Premium will be charged when the property sells NOTE: If property is conveyed without a Title Policy being issued; then there is a search fee of \$200	0.00
Invoice Total Amount Due	\$ 0.00

PARCEL 2

Thank You!

Big Horn County Title Company
Preliminary Title Search

SCHEDULE A

Preliminary Search

Prepared For: **Musser Brothers, Inc.**

This Report is done solely for Musser Brothers, Inc. by Big Horn County Title Company for informational purposes only and is in no way intended to represent marketable title.

1. Report Date: **July 28, 2020**
2. Search Dates From: **May 23, 1950** To: **July 21, 2020** **08:00 AM**
3. Fee Simple interest in the land described in this Preliminary Search is owned, on the Search Date, by:
Werbelow Brothers Partnership, a Wyoming partnership
4. The land referred to in this Preliminary Search is described as follows:
T52N,R94W, Sec 2, Lt 44 H Lot 45 A, Lot 45 h in BHC, WY See Schedule C for Full Legal
(see Schedule C for full legal description)

BIG HORN COUNTY TITLE COMPANY

July 28, 2020

By: 

TRACY A. LAFOLLETTE, TITLE INSURANCE AGENT

Big Horn County Title Company

Preliminary Title Search

SCHEDULE B - SECTION I REQUIREMENTS

The following requirements would have to be met

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
5. Payment of all taxes through and including those for the year 2019.
 - A. Taxes for the year 2019 in the amount of \$1545.24 for Tax Parcel No. 52-94-002-00346 are PAID. (Other lands included)
 - B. Taxes for the year 2019 in the amount of \$22.01 for Tax Parcel No. 52-94-004-00337-A are PAID.
6. Provide Title Company with a signed Owner's/Borrower's and/or Lien Affidavits.
7. Warranty Deed from Werbelow Brothers, a Wyoming Partnership, to Grantee "To Be Determined", to be recorded in the Public Records of Big Horn County, Wyoming.
8. Affidavit stating the Partnership Agreement of Werbelow Brothers Partnership has not been further amended and the names of the partners are the same as the original Partnership Agreement that is on file at the Title Company.
9. The requirement to contact the Title Company when a transaction is determined as exceptions and requirements may change and the title insurance premium will be collected.

Big Horn County Title Company

Preliminary Title Search

SCHEDULE B - SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights of claims of parties in possession or claiming to be in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, or questions of location, boundary, and area which are dependent upon a correct survey or inspection of the premises for determination.
4. Any lien, or right to a lien, for services, labor, or material heretofore to hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any service, installation or connection charge for sewer, water or electricity.
7. General taxes not now payable; matters relating to special levies or assessments, if any, preceding the same becoming a lien.
8. All right, title or interest in any minerals, mineral rights or related matters or interests derive therefrom, including, but not limited to, oil, gas, coal, and other hydrocarbons, whether shown or not by Public Record.
9. Right, title and interest in and to any personal property located on said land not attached and appurtenant to said land and any UCC that may be filed against said personal property.
10. Right, title and interest to any and all fences appurtenant to or encroaching upon said land, whose exact location is not disclosed by any survey of record, and to the ownership of said fences and the maintenance thereof.
11. Right-of-Way for a road as officially taken and established by Big Horn County, Wyoming or the Wyoming Department of Transportation, and incidental purposes as they pertain to county or state roads across and to said lands; including Road Highway 14/16/20 as depicted with in the County Assessor GIS map.
12. Reservations to the United States of America, all the oil and gas in the lands so patented, and to it or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914. Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; but excepting nevertheless, and reserving unto the United States, rights-of-way over, across, and through said lands for canals and ditches constructed, or to be constructed by its authority, all in the manner prescribed and directed by the Act of Congress approved August 30, 1890. Patents recorded in Book 97 at Page 193 and 94 at page 181, Big Horn County, Wyoming records.

SCHEDULE B - SECTION II

EXCEPTIONS

(continued)

13. Right-of-Way, whether in fee or easement only, right for an electric transmission line, and for incidental purposes, as granted between the United States Department of the Interior, Bureau of Reclamation and Martin Fiene and Mary A. Fiene , as recorded on August 11, 1951, in Book 105 at Page 234, Big Horn County, Wyoming records.
14. Right-of-Way, whether in fee or easement only, perpetual right for a gas pipeline, electrical distribution line and/or systems, and for incidental purposes, as granted to Montana-Wyoming Gas Pipe Line Co., a Delaware Corporation, its successors and assigns, as recorded on June 16, 1950, in Book 94 at Page 602, Big Horn County, Wyoming records.
15. Right-of-Way, whether in fee or easement only, right for and Notice of Location of the pipeline system, and for incidental purposes, as granted to Express Pipeline Partnership, a Delaware Partnership, as recorded on July 24, 1996 in Book MF34 at Page 0094, in Book MF37 at Page 1735 and corrected in Book MF39 at Page 815, Big Horn County, Wyoming records.
Ratification of Pipeline Right-of-Way recorded February 22, 1999 in Book MF45 at page 1365, Big Horn County, Wyoming records.

Big Horn County Title Company
Preliminary Title Search

SCHEDULE C
PROPERTY DESCRIPTION

The land referred to in this Preliminary Title Search is described as follows:

Resurvey Township 52 North, Range 94 West, 6th P.M., Big Horn County, Wyoming.

Section 4: Lot Forty-five-A (45-A) and Lot Forty-five-H (45-H), and that part of Lot Forty-four-H (44-H) South of U.S. Highway 14, 16, 20

✓ 94@602

Form 453
602
W-CO: 200444
BHW-34

MONTANA-WYOMING GAS PIPE LINE CO. PIPE LINE AND TELEPHONE LINE EASEMENT

THIS INDENTURE, made this 8th day of June, A. D. 1950, between

MONTANA-WYOMING GAS PIPE LINE CO., a corporation, 831 Second Avenue South, Minneapolis, Minnesota, hereinafter called the "COMPANY," and Martin Fiene and Mary Fiene, his wife, of Graybull, Wyoming.

hereinafter called the "OWNER," Witnesseth: IN CONSIDERATION of the payment by the COMPANY of the sum of One (\$1.00) Dollar and other valuable considerations, the OWNER does hereby grant, bargain, warrant, and convey unto the COMPANY, its successors and assigns, the right, privilege and authority to lay, construct, operate, maintain, repair, replace, and remove, a gas pipe line and telephone line, including necessary pipes, poles, wires and fixtures, through, over, under and across the following described real estate, in the County of Big Horn, State of Wyoming, hereby relinquishing, releasing and waiving all rights granted under and by virtue of the homestead exemption laws of Wyoming in and to the estate hereby conveyed, to-wit:

Lot 44-N and Lot 45-N, situated in Township Fifty Two (52) North, Range Ninety Four (94) West of M.P.M.

The OWNER hereby grants to the COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, repairing, replacing, or removing said gas pipe line and telephone line and for the purpose of doing all necessary work in connection therewith.

The COMPANY by the acceptance hereof, hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings or improvements on the above described premises, occasioned by constructing, maintaining, repairing, operating or removing of said gas pipe line and telephone line.

IN WITNESS WHEREOF, the OWNER has executed these presents as of the day and year first above written.

Witnesses: [Signature] Martin Fiene
[Signature] Mary Fiene

STATE OF WYOMING
COUNTY OF Big Horn
On this 8th day of June, A. D. 1950, before me, personally appeared Martin Fiene and Mary Fiene, his wife,



WHO appears to be the person so described in and who executed the foregoing instrument and acknowledged that the same is his free and voluntary act and deed.

[Signature]
Notary Public for said county and state.
Residing at Graybull, Wyoming
My commission expires _____

Consideration Less Than \$100

My commission expires July 16, 1950

Filed for record at 3:40 o'clock P.M., June 16, 1950,
at Graybull, County Clerk and Ex. Clerk Register of Deeds.

By _____ Deputy

105@234

Parcel 16

Contr. Symbol No. 179-1965

234

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

302545

Contract and Grant of Easement

THIS CONTRACT, made this 15 day of MAY,
1951, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388),
and acts amendatory thereof or supplementary thereto, between the UNITED STATES
OF AMERICA, hereinafter referred to as United States, and
MARTIN FIENE AND MARY A. FIENE, his wife
hereinafter collectively referred to as Vendor:

WITNESSETH:

The following grant and the following mutual covenants by and between the
parties:

1. For the consideration hereinafter expressed Vendor does hereby grant
unto the United States, its successors and assigns, the right, privilege and
easement to construct, operate and maintain an electric transmission line, with
all poles, cross arms, cables, wires, guys, supports, fixtures and devices, used
or useful in the operation of said line, through, over and across the following-
described land situated in the County of BIG HORN, State of
WYOMING, to-wit:

Lots Forty-four A (44A) and Forty-four H (44H) of Township Fifty-two (52)
North, Range Ninety-four (94) West, Sixth (6th) Principal Meridian.

Checked for Engineering Data 5-14-51

Thomas Bonolis
Engineer

RIGHT-OF-WAY AGREEMENT

This Pipeline Right-of-Way Agreement ("Agreement") is made by and between Herbelow Brothers, a partnership ("Owner", whether one or more), whose address is Emblem Route, Greybull, Wyoming 82426 and its successors in title, successors, executors, administrators, heirs, and assigns, and Express Pipeline Partnership, a Delaware partnership, its successors, designates, licensees, lessees, and assigns ("Company"), whose address is 3333 2nd Avenue North, Billings, MT 59101. The Real Property covered by this Agreement is located in Big Horn County, Wyoming and is more particularly described as follows:

Township 52 North, Range 94 West, 6th P.M., Big Horn County, Wyoming:

- Section 3: Lots Forty-Three -A (43-A), Forty-Three-B (43-B), Forty-Three-C (43-C), and Forty-Three-D (43-D)
- Section 4: Lots Forty-Four-A (44-A) and Forty-Four-H (44-H), Lots Forty-Five-A (45-A) and Forty-Five-H (45-H)

1. Easement Rights: For Ten Dollars (\$10.00) and other good and valuable consideration, and in consideration of the covenants herein, Owner hereby grants, sells, and conveys to Company the following (collectively the "Easement Rights"):

- (a) the perpetual, exclusive easement fifty (50) feet in width on and under the above-described Real Property, the approximate location of which is depicted on Exhibit "A" attached hereto and made a part hereof ("Right-of-Way"), for the purposes of surveying, constructing, operating, maintaining, inspecting, removing, replacing, and repairing a buried pipeline and above-ground equipment and appurtenances that Company deems necessary, useful, or convenient for the maintenance and operation of said line, including but not limited to cathodic protection equipment, test leads, pipeline markers, and communication facilities for sending and receiving signals, data, and information therefor (collectively the "Pipeline System");
- (b) the right of ingress to and egress from the Right-of-Way for all purposes useful or convenient in connection with the Easement Rights, over and across the Real Property at any and all times, by means of roads and lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to Owner;
- (c) the right to use all temporary work space as shown in Exhibit "A" as required by the Company during construction and final clean up of the Pipeline System ("Work Space").

~~2. Additional and Final Payment: Company agrees not to exercise any Easement Rights with respect to the Pipeline System, except for the purposes of surveying and collecting data, unless and until Company pays to Owner the sum of 611.00 Dollars (ORW), ("Additional Payment") which, together with the consideration recited in Paragraph 1, shall constitute the full consideration for the Easement Rights, it being understood and agreed, however, that Company is not obligated to make the Additional Payment unless company elects to construct the Pipeline System. Owner agrees that upon request of Company, Owner will execute a recordable document acknowledging receipt of the Additional Payment and Company's exercise of the Easement Rights. ORW~~

~~3. Covenant Subject to Early Termination: This Agreement and the Easement Rights are and shall be a covenant running with the lands of Owner, provided, however, that should Company fail to pay to Owner said Additional Payment on or before the second anniversary of the execution date of this Agreement, then this Agreement shall terminate and the Easement Rights shall be thereafter deemed null and void. If Company does not make the Additional Payment: (i) Owner shall retain all amounts theretofore paid, and (ii) Company will execute and place of record a release of this Agreement. ORW~~

THIS RIGHT-OF-WAY AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE UNIFORM ARBITRATION ACT



0836150

4. **Compensation for Damage:** As soon as reasonably practicable after the construction of the Pipeline System, Company shall remove all construction debris from the Right-of-Way and restore the Right-of-Way to its former state as far as is practicable. Company will compensate Owner for unrestored damage to Owner's property, including crops, pasture, and timber, where such damage occurs as a result of Company's exercise of its Easement Rights. Company shall indemnify Owner against any loss or damage caused by any negligent act or omission of Company, its agents or assigns, in the scope and course of their employment, except to the extent and in proportion that such loss or damage is caused by the negligence of Owner, its invitees, agents, or assigns.
5. **Use of Right-of-Way by Owner:** Owner shall not, without the prior written consent of Company, which shall not be unreasonably withheld, plant trees, build, excavate, quarry, mine, construct, drill, install, erect, pile, or permit to be built, excavated, quarried, mined, constructed, drilled, installed, erected, or piled on, over, or under the Right-of-Way, any pit, well, quarry, mine, foundation, building, pavement, road, landfill, dump, or mounds of any material whatsoever, or any other structure, installation, or improvement. Subject to the foregoing, Owner shall have the right to use and enjoy the Right-of-Way so long as such use does not interfere with the Easement Rights of Company.
6. **Location Markers:** Owner grants to Company the right to mark the location of the Right-of-Way by suitable markers set in the ground, provided that said markers shall be placed at fence lines or other locations which shall not interfere with any reasonable use Owner shall make of the Right-of-Way.
7. **Notice of Location:** Company may, at any time, further define the location of the Right-of-Way by recording at the County Recorder's Office a "Notice of Location" referring to this instrument and setting forth a legal description of the location of the Pipeline System or the Right-of-Way, which description may be set forth by a map attached to said Notice of Location. A copy of said Notice of Location shall be delivered to Owner.
8. **Compliance:** Company will comply with all applicable laws and regulations, including regulations as to the depth for burying the pipeline, the restoration of the surface of all Real Property disturbed by Company as nearly as practicable to the original contour, and the reclamation of the surface that has been disturbed. So long as it is not thereby in violation of such regulations, Company agrees to bury the pipeline on agricultural land so as not to interfere with the ordinary use and cultivation of the soil by Owner.
9. **Company Property:** The Pipeline System shall at all times until surrendered, remain the personal property of Company, notwithstanding that it may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Company.
10. **Abandonment:** In the event of the abandonment of the use of the Right-of-Way and of the exercise of the Easement Rights, the Company may, at its option, either leave the Pipeline System in place or remove it. In the event of removal, the Company shall restore the Right-of-Way insofar as it is practicable so to do. In the event that the Company abandons the use of the Right-of-Way and Easement Rights for a period of three (3) successive years, the Company agrees to execute and place of record a release of the Right-of-Way and the Easement Rights.
11. **Notices:** Any notice and any payment to be made hereunder shall either be served upon a party personally or served by prepaid, registered, or certified mail, return receipt requested, directed to the party to be served at the address set forth on page one (1) of this Agreement. A party wishing to change the designated address shall do so by notice in writing to the other party. Notice or payment served by mail shall be deemed complete seven (7) days after deposit in the mail. Rejection or other refusal to accept or the inability to deliver at such address because of a changed address of which no notice was given, shall be deemed to be receipt of the notice or payment.
12. **Separability:** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants, or conditions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
13. **Binding Effect/Assignability:** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors in title, legal representatives, successors, and assigns of the parties hereto. Either party may assign its rights hereunder in whole or in part.
14. **Entire Agreement:** This Agreement constitutes the entire agreement between Owner and Company relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions between the parties whether oral or written.

15. **Arbitration:** In the event of a dispute hereunder which the parties cannot settle and to the extent allowed by law, the matter at issue shall be determined by an arbitration committee consisting of three (3) arbitrators, one (1) to be appointed by Owner, one (1) to be appointed by Company, and the third by the two arbitrators so appointed. The third arbitrator shall be the chairman of the committee, provided that if no majority decision is reached, the decision of the chairman shall be the decision of the committee. The decision of the committee shall be final and binding upon the parties hereto. Except as hereby modified, the provisions of the Uniform Arbitration Act for the state in which the Right-of-Way is located shall apply to the arbitration proceedings.

It is understood, and Owner hereby acknowledges, that the person securing this Agreement is without authority from Company to make any agreement or representation in regard to the subject matter of this Agreement which is not herein expressed. Any oral representations or modification supplementing this Agreement shall be of no force and effect except in a subsequent written modification executed by the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 7th day of JUNE, 1996.

EXPRESS PIPELINE PARTNERSHIP

By [Signature]
Richard Farmer, Right-of-Way Coordinator
COMPANY

Werbelow Brothers, a Partnership
(Printed Name of Entity)

By [Signature]
Its Partners
Tax ID No. 830188414

(Printed Name of Entity)
By _____
Its _____
Tax ID No. _____

Printed Name: _____
Social Security No.: _____

Printed Name: _____
Social Security No.: _____

Printed Name: _____
Social Security No.: _____

Printed Name: _____
Social Security No.: _____

COMPANY ACKNOWLEDGMENT

STATE OF MONTANA)
)
County of Yellowstone)

This instrument was acknowledged before me on July 11, 1996, by Richard Farmer as Right-of-Way Coordinator of Express Pipeline Partnership.

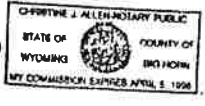


La Donna Shattman
Notary Public for the State of Montana
Residing at Billings
My commission expires 11-5-97

OWNER ACKNOWLEDGMENT
(REPRESENTATIVE CAPACITY)

STATE OF WYO
County of Baca Hoew

This instrument was acknowledged before me on June 10, 1996 by
George H. Workelaw & Robert K. Workelaw
as PARTNERS
of WORKELAW BROTHERS PARTNERSHIP



Christine J. Allen
Notary Public for the State of Wyoming
Residing at Big Horn County
My commission expires April 5, 1998

OWNER ACKNOWLEDGMENT
(INDIVIDUAL)

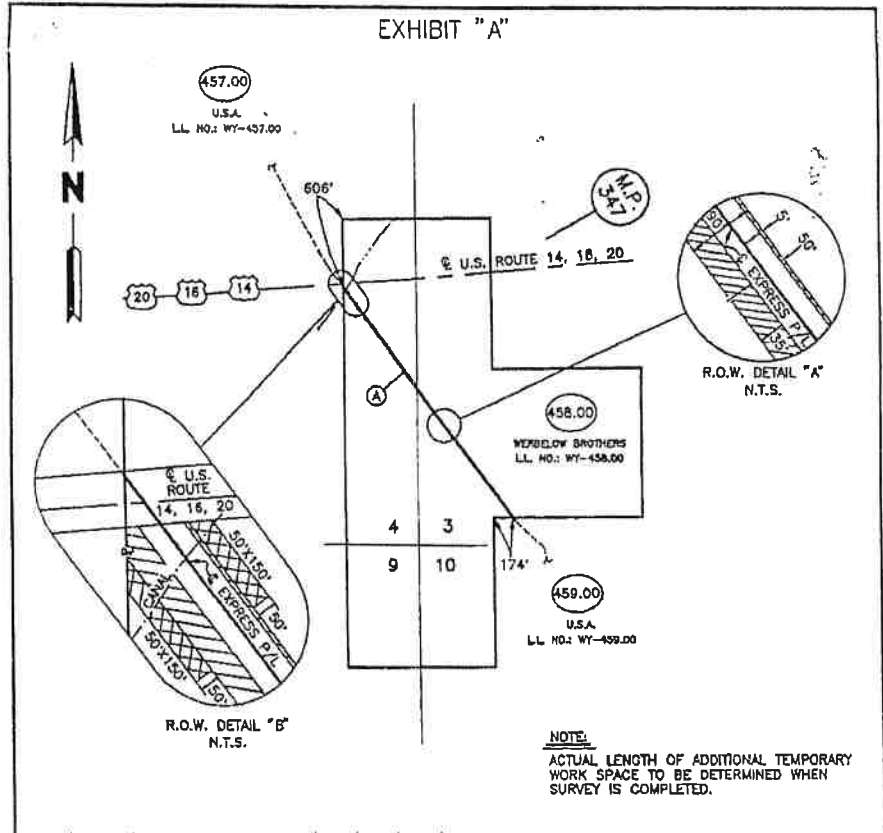
STATE OF _____
County of _____

This instrument was acknowledged before me on _____, 1996, by _____
[Name(s) of Person(s)]

Notary Public for the State of _____
Residing at _____
My commission expires _____

(SEAL)

EXHIBIT "A"



NOTE:
ACTUAL LENGTH OF ADDITIONAL TEMPORARY WORK SPACE TO BE DETERMINED WHEN SURVEY IS COMPLETED.

FILE INFO: 057458S 1=1000 03/29/1995 BH

NO.	DATE	REVISIONS	BY	CHKD.	APPR.



SEGMENT	BEARING	DISTANCE	RODDAGE
A	S35°45'06"E	2,536'	153.7
TOTAL ACROSS PROPERTY		2,536'	153.7

LINE LIST NO.: WY-458.00
WERBELOW BROTHERS
PROPERTY SKETCH*
 SECTIONS 4 & 3, T 52 N - R 94 W
 BIG HORN COUNTY WYOMING

LEGEND
 PERMANENT EASEMENT (2.91 AC. APPROX.)
 TEMPORARY WORK SPACE (2.33 AC. APPROX.)
 ADDITIONAL TEMPORARY WORK SPACE (0.50 AC. APPROX.)
 * NOTE: THIS SKETCH IS NOT A CERTIFIED SURVEY DRAWING.
 ALL DISTANCES ARE BASED UPON ORTHO PHOTOGRAPHY.

DRAWN BY: BH	DATE: 3/29/95
COORD. BY: DFJ	DATE: 3/29/95
APPR. BY:	DATE: / / 95
SCALE: 1"=1000'	JOB NO.: 2497.000

Robert Werbelow
 R.O.W. COORDINATOR

Express Piping
 PU34 PAGE 0038

DRAWING NO: **057458S** REV.

Doc 0036150 bk W24 pg 94-98 Filed at 11:10 on 07/24/96
 Ellen Conar Whippo, Big Horn County Clerk Fees: 14.00
 By JO DEE FESS Deputy

NOTICE OF LOCATION

This is a Notice of Location made pursuant to that certain Right-of-Way Agreement between **Express Pipeline Partnership**, a Delaware partnership, whose mailing address is 800 Werner Court, Suite 230, Casper, Wyoming 82601 and **Werbelow Brothers, a Partnership**, filed for record on July 24, 1996, in book MF34, at page 94-9B, covering land situated in Big Horn County, Wyoming, described therein and on Exhibit "A" attached hereto. The location of the Pipeline System or Right-of-Way is further defined on Exhibit "A" attached hereto.

Dated June 6, 1997

EXPRESS PIPELINE PARTNERSHIP

Anne Marie Erickson

By: Anne Marie Erickson
Its: Assistant Right-of-Way Coordinator

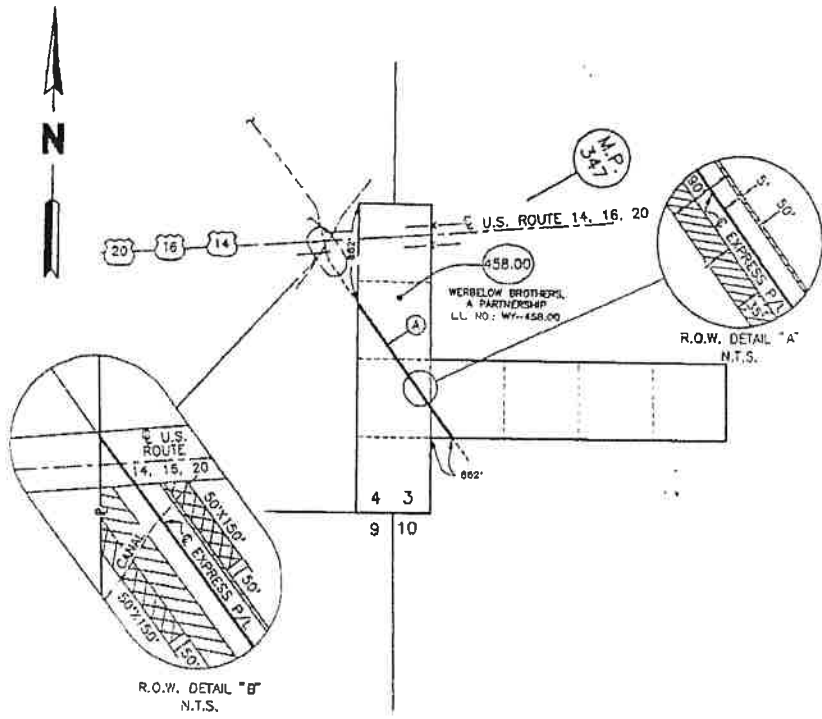
STAT lots 43-A, B, C, D
COU lots 44-A, H
This Eric lots 45-A, H
32-94

ne 6, 1997, by Anne Marie
ress Pipeline Partnership.

A. Deanna
for the State of Montana
Billings, Montana
tion expires December 7, 1999

1037 PAGE 1735

EXHIBIT "A"



PL 037 PAGE 1736

NO.	DATE	REVISIONS	BY	CHKD.	APPR.
	5/10/97	ASBUILT	RJ	DJ	LAG

SEGMENT	BEARING	DISTANCE	RODDAGE	LINE LIST NO.:
A	S35°47'30"E	1436'	87.0	WY-458.00
TOTAL ACROSS PROPERTY			1436'	87.0

LEGEND		DRAWN BY: BH	DATE: 3/29/98
[Symbol]	PERMANENT EASEMENT (1.65 AC. APPROX.)	CHKD. BY: DJ	DATE: 3/25/98
[Symbol]	TEMPORARY WORK SPACE (1.32 AC. APPROX.)	APPR. BY:	DATE: 1/98
[Symbol]	ADDITIONAL TEMPORARY WORK SPACE (0.50 AC. APPROX.)	SCALE: 1"=1000'	JOB NO.: 7457.000

* NOTE: THIS SKETCH IS NOT A CERTIFIED SURVEY DRAWING. ALL DISTANCES ARE BASED UPON ORTHO PHOTOGRAPHY.		DATE: 4/3/97 R.O.W. COORDINATOR: Erickson	DRAWING NO.: 057458S REV: 1
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FILE INFO: 057458S 1 1000 01/29/1998 BH

Doc 8847462 bk NF37 pg 1735-1736 Filed at 3:46 on 06/10/97
 Ellen Cowan Whipp, Big Horn County Clerk fees: \$ 00
 By KAY CLARKINS Deputy

CORRECTED
NOTICE OF LOCATION

This is a Notice of Location made pursuant to that certain Right-of-Way Agreement between **Express Pipeline Partnership**, a Delaware partnership, whose mailing address is 800 Werner Court, Suite 230, Casper, Wyoming 82601 and **Werbelow Brothers, a Partnership**, filed for record on July 24, 1996, in book MF34, at page 94-98, covering land situated in Big Horn County, Wyoming, described therein and on Exhibit "A" attached hereto. The location of the Pipeline System or Right-of-Way is further defined on Exhibit "A" attached hereto.

Dated June 6, 1997

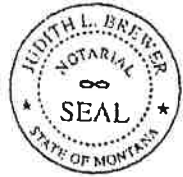
EXPRESS PIPELINE PARTNERSHIP

Anne Marie Erickson

By: Anne Marie Erickson
Its: Assistant Right-of-Way Coordinator

STATE OF MONTANA)
 :SS.
COUNTY OF YELLOWSTONE)

This instrument was acknowledged before me on June 6, 1997, by Anne Marie Erickson, Assistant Right-of-Way Coordinator for **Express Pipeline Partnership**.

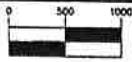


Judith L. Brewer
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires December 7, 1999

#037 PAGE 1736

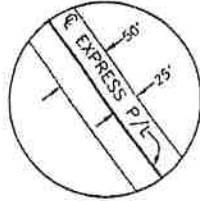
#039 PAGE 0815

0851197

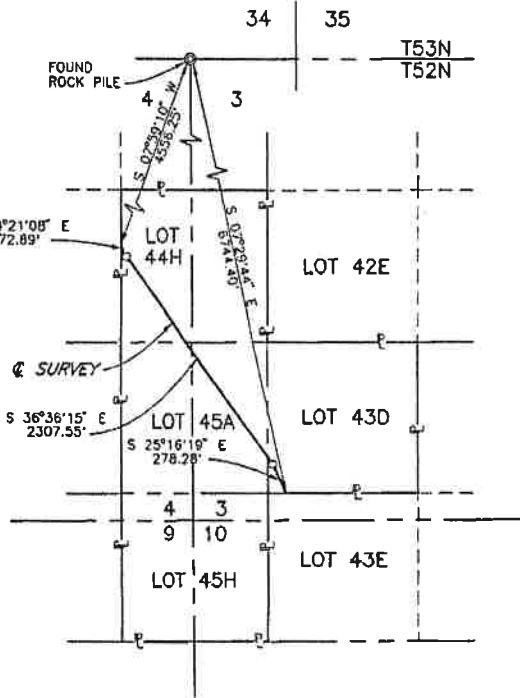


SECTION 3 & 4, T52N-R94W
SIXTH PRINCIPAL MERIDIAN
BIG HORN COUNTY, WYOMING

EXHIBIT "A"



R.O.W. DETAIL "A"
N.T.S.



CENTERLINE DESCRIPTION

The existing Express Pipeline crosses land in Section 3 & 4, Township 52 North, Range 94 West, 6th P.M., Big Horn County, Wyoming within a 50 foot right of way easement, being 25 feet on each side of the following described centerline:

Beginning at a point on the West line of Lot 44H of said Section 3 & 4, which bears S 07°59'10" W a distance of 4556.25 feet from a Rock Pile found for the NE corner of said Section 4, said point being the true point of beginning; Thence S 14°21'08" E a distance of 72.89 feet; Thence S 36°36'15" E a distance of 2307.55 feet; Thence S 25°16'19" E a distance of 278.28 feet to the point of terminus, said point being on the South line of Lot 43D of said Section 3, and bears S 07°29'44" E a distance of 6744.40 feet from said Rock Pile found for the NE corner of said Section 4, T52N-R94W, Big Horn County, Wyoming, 6th P.M.

The total length of easement across land is 2658.72 feet.
Said easement area contains 3.05 acres, more or less.

CERTIFICATION:

I hereby certify that this plot is a true representation of a survey made by me or under my supervision and is true and correct to the best of my knowledge and belief.

Date: 8/20/97

Harvey D. Peterson
HARVEY D. PETERSON
Wyoming L.S. #2932

HORIZONTAL DATUM IS NAD 83.
BEARINGS ARE BASED ON THE WYOMING STATE PLANE
COORDINATE SYSTEM. ALL DISTANCES ARE GRID.

2	8/97	REVISE OWNER		AJB	HDP
1	7/97	CERTIFIED AS-BUILT	RLB	AJB	HDP
NO.	DATE	REVISIONS	BY	CHKD.	APPR.

SEGMENT	BEARING	DISTANCE	RODDAGE
TOTAL ACROSS PROPERTY			

LINE LIST NO.: WY-458.00
WERBELOW BROTHERS, A PARTNERSHIP
LOT 43D, 44H & 45A
SECTION 3 & 4, T52N-R94W
BIG HORN COUNTY WYOMING

LEGEND

	PERMANENT EASEMENT
	TEMPORARY WORK SPACE
	ADDITIONAL TEMPORARY WORK SPACE

#039 PAGE 0816

Doc 8651197 bk MF33 pg 815-816 Filed at 2:06 on 09/12/97
Ellen Cowan Whiggs, Big Horn County Clerk fees: 5.00
By KRY CUMMINGS Deputy

DRAWN BY: RLB	DATE: 7/97
CHKD. BY: AJB	DATE: 7/97
APPR. BY: HDP	DATE: 7/97
SCALE: 1"=1000'	JOB NO.: 2457.000



DRAWING NO. 057458S
REV 2

FILE INFO: 05745852 1=1000 08/19/1997 11:30 AJB

RATIFICATION OF PIPELINE RIGHT-OF-WAY AGREEMENT

The undersigned hereby consents to, adopts, ratifies, approves and confirms that certain Pipeline Right-of-Way Agreement ("Agreement") executed on the 7th day of June, 1996, between Werbelow Brothers, a partnership and Express Pipeline Partnership, a Delaware Partnership, whose address is 800 Werner Court, Suite 230, Casper, Wyoming 82601, covering that certain real property located in Big Horn County, Wyoming, more particularly described as follows:

TOWNSHIP 52 NORTH, RANGE 94 WEST, 6TH P.M.
Section 3: Resurvey Tract 43D
Section 4: Resurvey Tract 44H
Resurvey Tract 45A

The Agreement was recorded on July 24, 1996 in MF 34, Page 94 of the records of Big Horn County, Wyoming.

Furthermore, the undersigned fully recognizes the Agreement as being in full force and affect, as though the undersigned had personally signed, sealed and acknowledged the same, as the undersigned's interest in the real property shall be subordinate to the rights of Express Pipeline Partnership under the Agreement.

Dated this 15th day of February, 1999.

STATE OF WYOMING)
)
) ss.
COUNTY OF Natrona)

Sharon A Bacon

This instrument was acknowledged before me on this 15th day of February 1999, by Sharon A. Bacon, known to me to be the person who executed this Pipeline Ratification.



(SEAL)

Hilde B Braunschwig
Notary Public for the State of Wyoming
Residing at Casper, Wyoming
My commission expires Oct 1 2001