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WARRANTY DEED

High Plains Contractors, Inc., a Wyoming corporation, GRANTOR, of Albany 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, CONVEYS AND WARRANTS to Richard L. Roty, Jr. and Susan H. Roty, husband and wife as tenants by the entirety, GRANTEEES, whose address is 4402 Crisp Cable Road Laramie, WY 82017 the following described real estate, situate in Albany 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 Exhibit "A" which is attached hereto and incorporated herein;

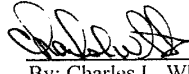
TOGETHER with all appurtenances thereto.

SUBJECT TO easements, right-of-ways, agreements, covenants, restrictions and reservations filed of record.

SUBJECT TO those Covenants to Run With the Land attached hereto and incorporated herein as Exhibit "B."

WITNESS our hands this 1st day of September, 2000.

HIGH PLAINS CONTRACTORS, INC.
A WYOMING CORPORATION

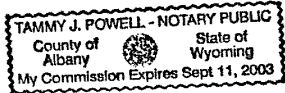


By: Charles L. White
President

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

On this 1st day of September, 2000, the foregoing instrument was acknowledged before me by Charles L. White, who appeared before me and was personally known to me, and who, being by me duly sworn, did say that he is the President of High Plains Contractors, Inc., a Wyoming Corporation and that said instrument was signed on behalf of said corporation by authority of its Boards of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notary seal the day and year first above written.


Notary Public

My Commission expires:

All tract 18 as set out on the Survey Plat of North Ninth Street Tracts, being a portion of the E1/2 of Section 10, all of Section 11, All of Section 14 and the NE1/4 of Section 15, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming recorded October 21, 1998 as Document No. 1998 7495;

TOGETHER WITH the following described tract of land lying within the land shown and described on the Survey Plat of North Ninth Street Tracts recorded October 21, 1998 as Document No. 1998 7495 more particularly described as follows:

Beginning at the East one-quarter corner of Section 11, Township 15 North, Range 73 West;

thence, along the East line of Section 11, South 00°29'54" West (South 00°32'15" West), 286.67 feet to the Northeast corner of Tract 18, as set out on the Survey Plat of North Ninth Street Tracts, recorded October 21, 1998 as Document No. 1998 7495;

thence, along the North line of Tract 18, as platted, North 89°34'05" West, 3055.75 feet;

thence, continuing along the North line of Tract 18, North 52°24'30" West, 159.28 feet to a point on the East right-of-way line of Albany County Road 17, the point being the Northwest corner of Tract 18, as shown on Survey Plat of North Ninth Street Tracts, recorded October 21, 1998 as Document No. 1998 7495, the point also being the beginning of a non-tangent, 3744.72 foot radius curve to the right;

thence along the East right-of-way line of Albany County Road No. 17 and along the curve with a chord bearing North 39°07'20" East, 200.07 feet, through a central angle of 03°03'41", 200.09 feet to the Southwest corner of that tract of land conveyed to Thomas A. Bailey, Jr. and Nyla Jean Bailey, husband and wife, recorded August 1, 2000 as Document No. 2000 4624;

thence along the South line of that land conveyed to Thomas A. Bailey, Jr. and Nyla Jean Bailey, husband and wife, recorded August 1, 2000 as Document No. 2000 4624, North 89°47' 22" East, 3058.35 feet to the point of beginning.

The basis of bearings for the above described tract of land is a bearing of South 00°29'54" West between the East one-quarter corner and the Southeast corner of Section 11.

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EXHIBIT "A"

EXHIBIT "B"

COVENANTS TO RUN WITH THE LAND

1. "Subject Property" Defined. For purposes of these Covenants, the term "subject property" shall define those two parcels of real property being conveyed in the attached warranty deed.

2. Subdivision. Except as specifically provided in the next paragraph, the subject property shall not be divided, subdivided, split or partitioned in any manner for five (5) years from the date of the attached deed. After said five (5) year period, nothing herein shall prohibit each tract from being subdivided, split or partitioned a total of one time, into two (2) parcels, respectively, and if so, the resulting parcels shall be subject to the covenants set forth hereafter.

Notwithstanding anything herein to the contrary, Grantor acknowledges that Grantee ("Owner") owns adjacent property which may be suitable for inclusion within the boundaries of the parcels conveyed hereunder. Nothing in these Covenants shall prohibit, or in any way affect, Owner's ability to adjust the lot lines of the subject property, to include such adjacent parcel, or portions thereof, provided that such resulting parcels shall be and remain subject to these Covenants. In addition, notwithstanding the above prohibitions on subdivision, nothing in these Covenants shall prohibit or in any way affect Owner's ability to subdivide one single tract, one time, provided that not more than two residences may be constructed on the tracts conveyed hereunder and the subdivided tract, collectively, for a period of five years from the date of the attached deed.

3. Primary Residential Use. Subject property shall be used primarily for single family residential purposes. Provided however, subject property may be used for the additional, secondary purpose of operating a "home business" so long as said operation is conducted exclusively within the interior of the residence or an outbuilding located on subject property and does not create an undue amount of personal or automobile traffic upon subject property. For purposes of this covenant, a "home business" shall be defined as that term is defined by the Albany County Zoning Resolution passed by the Albany County Board of County Commissioners August 1, 1997, as may be amended from time to time, a copy of which is attached hereto and made a part hereof. In no event shall such "home business" include the operation of any heavy commercial or industrial business on subject property.

Any said operation of a "home business" shall be strictly in compliance with the covenant set forth hereafter restricting the parking of vehicles, machinery and equipment upon subject property. Provided further, any such operation of a home business must comply with any applicable zoning ordinances.

4. Construction. Any dwelling erected on the subject property shall be on-site, new construction; provided however, the owner may erect a factory constructed or modular dwelling on subject property but only with the prior written approval of Grantor. No mobile home shall be allowed on subject property at any time.

All buildings and fencing shall be appropriate in character, design and architecture for the area, and shall be constructed of new, quality materials. The location of all buildings will be painted or sided in primarily earth tone colors so that

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they shall blend with the land in the surrounding area as much as possible. So long as the land has not been divided, split or partitioned, no building shall be erected, altered, placed or permitted to remain on the property, other than one (1) detached single family residence, a private garage, and maximum of two (2) outbuildings.

5. Exterior Lighting. Only standard residential lighting shall be used to illuminate the exterior of the subject property. All outside lighting shall be arranged and shielded so as to prevent any nuisance on or to adjacent streets and/or properties.

6. Temporary Residence: No trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or placed on subject property to be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except during a period of construction of no longer than twelve (12) total months. Temporary structures will be removed upon completion of construction. Mobile homes shall not be used as temporary or permanent residences at any time.

7. Utilities. All utilities and service lines installed on subject property shall be underground, except with the prior written consent of High Plains Contractors, Inc. Company.

8. Improvement Set Back: No building shall be constructed closer to any property line or easement line than a distance of fifty (50) feet.

9. Parking of Vehicles, Machinery and Equipment. Vehicles which are not in running condition or are in a state of disrepair, trailers, campers, boats, recreational vehicles and other like vehicles, machinery and equipment shall not be placed or stored anywhere on subject property unless enclosed in a garage or storage building or screened from the view of the public and view of the adjoining landowners, whether by a fence or natural screen device. Private vehicles, used on a daily basis, do not need to be stored in such a manner.

10. Fencing. Within one (1) year from date of closing, the owner shall fence the exterior boundaries of the subdivision lines applicable with subject property with fencing that shall be standard four strand wire fencing. Owner shall thereafter maintain and keep in good repair said fencing. Owner shall be responsible for surveying said boundaries and installing said fence along such boundaries so as not to encroach upon others' lands.

Provided however, should Owner fail to fence as required in the paragraph above, High Plains Contractors, Inc. (or its successors or assigns) may, at its option and its sole discretion, fence the subject property with fencing. If they so chooses to fence the subject property, it shall have an automatic mechanic's lien against the subject property for any and all costs and expenses it incurred in fencing the property, including but not limited to, reimbursement of actual costs incurred plus reasonable attorneys' fees resulting from owners failure to so fence. This right to a mechanic's lien may be foreclosed upon as is provided by Wyoming Statute and shall be in addition to any and all other rights that they shall have against Owner for their failure to so fence, including but not limited to, the right to enforce these covenants by an action for specific performance.

11. Livestock / Liability. In the event owner of subject property at any time keeps, raises or maintains livestock on subject property, it shall be their responsibility to fence said livestock within the boundaries of subject property; and

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provided further, that it shall be the responsibility of owner to fence out all livestock not kept, raised or maintained by owner.

12. Soil Conservation. Subject property shall be grazed, if at all, in a good husbandlike manner to preserve natural vegetation and prevent soil erosion.

13. Run With The Land. These covenants shall run with the land and shall be included in any deed conveying title to the subject property or any part thereof. Grantor, High Plains Contractors, Inc., its successors and assigns, and any owner of property adjoining said Tract may enforce these Covenants To Run With The Land, in their discretion, and if they are successful in enforcing these covenants, it is entitled to costs and reasonable attorney fees in so doing.

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