

RIVERVIEW ESTATES SUBDIVISION

COVENANTS RESTRICTING AND GOVERNING LAND

THIS DECLARATION OF RESTRICTIONS AND COVENANTS is made and entered into this 31st day of October, 2007, by the owners of the Riverview Estates Subdivision:

WHEREAS, Valley Well Drilling, Inc., a Wyoming Corporation, (Grantor), is the owner of the following real property situate in Converse County, State of Wyoming:

Riverview Estates Subdivision as recorded in Plat Cabinet 3, Slide 90, Converse County Land Records as attached Exhibit "A"

WHEREAS Grantor would like to benefit the owners of the Adjacent Property, described as follows:

Lot 1, Riverbend Subdivision, as recorded in Book 1207, Page 269 Converse County, Wyoming Land Records

&

Attached Exhibit "B"

&

Attached Exhibit "C"

WHEREAS, in order to insure the use and development of the Subject Property for exclusive residential purposes only, to prevent the impairment of the attractiveness of the Subject Property and the Adjacent Property, and to maintain property values therein, the undersigned desire, hereby, to make and impose upon the Subject Property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration hereby acknowledged, the undersigned do hereby and by these presents make, publish, declare and impose upon the Subject Property, the following restrictions and limitations governing the use and development of the Subject Property, and do hereby specify and declare that said restrictions and limitations shall be and constitute covenants running with the Subject Property and shall be binding upon the undersigned and all person claiming under them, and shall be for the benefit of the Grantor and all future owners of the Adjacent Property:

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Recorded 11/01/2007 At 03:00 PM
Lucile K. Taylor, CONVERSE COUNTY Clerk & Recorder

Article I:
NATURE AND PURPOSE OF COVENANTS

The covenants set forth in the Declaration constitute a general scheme for the development, protection and maintenance of the property and to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and homeowners, or Homeowners Association. Said covenants are for the benefit of all lots, and shall bind the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his/her heirs, successors and assigns.

Section 1:
GENERAL PROVISIONS

1. No land within the Subdivision shall be occupied, used by, or for, any structure or purposed which is contrary to the zoning regulations of Converse County, Wyoming.
2. Each lot within the subdivision shall be utilized for one single family residential site only.
3. The Subject Property shall not be further subdivided except as necessary to adjust lot boundaries to reflect the existing physical structures.
4. The Subject Property shall be used exclusively for residential purposes; no building or structure shall be erected, placed or permitted to remain on the Subject Property therein other than one, private, single – family dwelling and accessory structures (e.g. storage buildings, garages, playhouses, dog houses and the like); and non-residential outbuildings and structures such as barns, stables, or corrals for use specifically in connections with the care of livestock, as permitted under these covenants, or the maintenance of equipment. Said structures shall be constructed in accordance with the restrictions hereinafter set forth.

Section 2:
BUILDING PLANS AND APPROVAL

1. No building or other structure including, but not limited to, dwellings, sheds, garages, outbuildings and fences shall be erected, placed or altered on any tract or parcel of the Property until the plans and specifications, along with plot plan (submitted in duplicate), showing the location of the structure have been approved by the Homeowners' Association, which plans shall, among other things, show the type of exterior material and finish, exterior design, existing structures, if any, and location of the structure with respect to property lines. Should the Homeowners Association or its

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successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the Owner of a tract or parcel of the Property within thirty (30) days after the written request therefore, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any tract or parcel of the Property that violates any of the covenants or restrictions contained herein. At the time said plans and specifications are approved, the builder or Owner shall proceed diligently with construction and the exterior of any such structure shall be completed within 18 months of the date of approval by the Homeowners' Association. The Homeowners' Association may grant an extension beyond said 18 months construction period for good cause when requested by the Owner.

Section 3:
COMMERCIAL USE

1. No manufacturing, commercial, business or other enterprises of whatsoever kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on the Subject Property or in any structure erected or placed therein, except in-home offices operated by a resident of the structure; provided, however, that such operation will not create excessive traffic or parking problems. Also, no structure therein or any part thereof shall be used as a boarding or rooming house; nor shall any signs, billboards, or advertising devised (except suitable signs used to facilitate the sale or rental thereof) be erected, placed or be permitted to remain on the Subject Property.

Section 4:
CONSTRUCTION

1. No mobile homes, trailers, modular homes, or manufactured housing shall be allowed to be placed upon the property.

2. No trailer, camper, basements, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the Subject Property as a place of residence or habitation, either temporarily or permanently, and, except as the same may customarily be employed by contractors for and during the construction of improvement thereon.

3. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on the Subject Property except that boats, snowmobiles, recreational vehicles, motor homes, camper-trailers and the like belonging to the occupant of the Subject Property may be stored on the Subject Property.

4. Each building on the lot or parcel shall have a minimum setback requirement of fifty (50) feet from the nearest lot line, excepting interior lot lines when two or more adjacent lots are used as a single building site.

5. The ground floor (1st floor) area of the single-family dwelling, exclusive of porches, carports, or garages, shall not be less than One Thousand, Six Hundred (1,600) square feet for a one-story dwelling. Where a single-family dwelling contains more than one level (including split-level or tri-level) the first two (split) levels shall equal no less than Two Thousand, Six Hundred (2,600) square feet of floor area.

6. No towers or radios or television antennas higher than three (3) feet above the highest roofline of the dwelling house shall be erected on any residential tract, and all such towers and antennas must be within 150' of the residential dwelling.

7. The elevation of a tract, lot or parcel or any portion thereof, shall not be changed so as to materially affect the surface elevations or grade of surrounding tracts. No rock, gravel, clay or other minerals shall be removed from any tract for commercial purposes, except that gravel may be removed during the two year period following the recordation of these covenants for the purpose of construction roadways with the subdivision. All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.

8. The location, size and design of any tank located above ground shall be approved by the Homeowners' Association.

Section 5:
SEWAGE

1. Each lot or parcel owner shall be responsible for installation, use and maintenance of his private sewage disposal, in full compliance with applicable Wyoming laws or regulations.

2. No sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all property county and state health agencies. No outside toilets will be permitted, except for a period not to exceed Sixty (60) days during the construction of a permanent dwelling house. Any outside toilet used will be placed so as to be fully screened from all public roadways and shall be removed, torn down and made sanitary at the completion of construction.

Section 6:
NUISANCE, OFFENSIVE AND NOXIOUS ACTIVITY

1. No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts. There shall not be permitted any labor camps, junk yards, recycling centers, drilling for oil and gas, oil refining, quarrying or mining operations, nor any similar uses though not

specifically named herein which would be obnoxious to and not in harmony with the general plan, purpose and use of the property as set out herein. No light shall be emitted from the Subject Property that is unreasonably bright or causes unreasonable glare for the occupant of the Adjacent Property. No unreasonable loud or annoying noises or noxious or offensive odors shall be emitted beyond the Subject Property lines of the Subject Property.

Section 7:
RUBBISH AND TRASH COLLECTION

1. No inoperative automobiles, machinery or rubbish shall be placed and remain on any of the said tracts for more than Thirty (30) days unless stored or parked in a garage, barn or completely enclosed storage building.
2. Clothes lines, service equipment, trash, woodpiles or storage areas shall be screened by planting or fencing to conceal them from views of neighboring lots, drives and roads. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Trash shall not be permitted to accumulate along the fence lines of the Subject Property. No burning of trash shall be permitted.

Section 8:
ROAD ACCESS

1. All lot and parcel owners, their invited guests and other persons using the property must use the access roads provided as recorded in the office of the County Clerk, Converse County, Wyoming. No overnight parking of any vehicle, boat, truck, pickup, trailer or similar equipment shall be allowed on the access roads.

Section 9:
LIVESTOCK AND PETS

1. All pets must, at all times, be under the physical control of the owner. No pets shall be allowed to run loose except in enclosed areas located upon the owner's lot or parcel. The owner shall be responsible for preventing unusual barking and noise from their pets and to prevent pets from harassing livestock or wildlife. Pets shall be defined as dogs, cats, fish, songbirds, and animals of similar nature which can normally be housed and cared for with the family residence. Livestock shall be limited to one horse, llama, mule, donkey or similar domestic animal per two lot acres provided they are contained solely within the lot or parcel. No pigs, cows, goats, bison, or similar animals shall be allowed upon the premises. Fowl such as chickens, ducks, turkeys, pheasants, etc. may be kept in non-commercial quantities so long as they are contained within the premises.

2. Dog, cats and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to "run at large" on any portion of the Subject Property in a manner which interferes with wildlife or livestock.

Section 10:
FENCING

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1. All perimeter boundary fencing for each parcel shall be constructed as a minimum of four feet in height and a maximum of six feet in height of PVC, wood, masonry or wire. Fences shall be properly maintained according to accepted standards, in the event of a failure of an owner to properly maintain their fence, the adjoining property owner and/or the Association may maintain such fence, as assess costs of maintenance as and assessment against the Owner, to be enforced as hereinafter provided. This shall not prohibit other fences as are approved by the Homeowners' Association.

Section 11:
GENERAL AESTHETIC MAINTENANCE

1. The exterior of all buildings located on the Subject Property shall be maintained in good condition and the owner of the Subject Property shall cause improvements to be repaired as the effects of damage or deterioration become apparent and shall cause improvements to be repainted periodically and before the surfacing becomes weather-beaten or worn off.

2. The owner of the Subject Property shall keep the property reasonable free of weeds, including eradicating them through removal or spraying as may be necessary to control them. If the owner of the Subject Property fails to reasonably control weeds on the property, then the owner(s) of any adjacent property may give a five day written demand to spray or remove weeds and if such demand is not complied with, then the owner(s) of the adjacent property may enter upon the Subject Property and spray or remove such weeds by any reasonable manner and the owner of the Subject Property shall be responsible for all costs associated with such removal or spraying. The owner of the Subject Property shall pay such costs immediately upon presentment of an invoice for such charges.

Article II:
HOMEOWNER'S ASSOCIATION

Section 1:
Name

1. The name of the Homeowner's Association shall be "Riverview Estates Homeowner's Association".

Section 2:
Membership

1. Each lot owner shall be a member of the Homeowner's Association. If a lot is owned by more than one owner, the multiple owners of the lot shall choose one person to represent the multiple owners in the Homeowner's Association.

Section 3:
Voting

1. Each member of the Homeowner's Association shall be entitled to one vote per lot.

Section 4:
Homeowner's Association Bylaws

1. The Homeowner's Association shall hold an initial meeting and shall approve Bylaws of the Riverview Estates Homeowner's Association at that time. The Bylaws shall be made available to qualified individuals and may be filed for record if the Homeowner's Association so directs.

Section 5:
Homeowner's Association's Right and Duties

1. It shall be the Homeowner's Association's right, in their sole discretion, to enforce the Covenants by the methods contained herein, or any other method authorized under the law or in equity. The Homeowner's Association shall also have the right to assess an annual assessment against each lot, to provide for the necessary expenses of the Association, including but not limited to the maintenance and improvement of roads and for attorney fees necessary for the enforcement of these rights. Each lot owner agrees to be bound by the decisions of the Homeowner's Association. Notwithstanding the foregoing or Article III, Paragraph 3, any owner of the Adjacent Property, may sue to enforce the terms and conditions of these covenants with or without the concurrence and permission of the Homeowner's Association and shall also have the right to recover attorney's fees and costs of enforcement.

Article III:
ADDITIONAL PROVISIONS

1. Grantors hereby reserve to themselves their successors and assigns perpetual easements within the subdivision boundary, on and along twenty (20) feet on either side of all property lines, and on and along all roadways for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas and similar lines, pipes wires, ditches and

conduits for the benefit of the subdivision together with the easements shown on the subdivision plat. This right is a perpetual right and shall not be modified by any future covenant changes; the locations of the utility easements may be modified the Board of Directors of the Association, with approval of the utilities serving the area.

2. It is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement.

3. The Homeowner's Association shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the lot owners. The prevailing party shall be entitled, at the discretion of the court, to an award of its costs, including attorney's fees, incurred in connection with such litigation.

4. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of the Subject Property and all Adjacent Property landowners. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Converse County, Wyoming.

5. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning any Adjacent Property to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them and to recover damages actual and punitive for such violations.

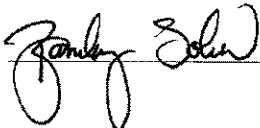
6. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 31st day of October, 2007.

GRANTOR:

Valley Well Drilling, Inc.

By: _____

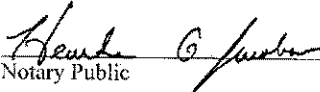


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STATE OF WYOMING)
)SS
COUNTY OF CONVERSE)

The above and foregoing instrument was acknowledged before me by Randy Sober, Secretary of Valley Well Drilling, Inc., a Wyoming Corporation, on the 31st day of October, 2007.

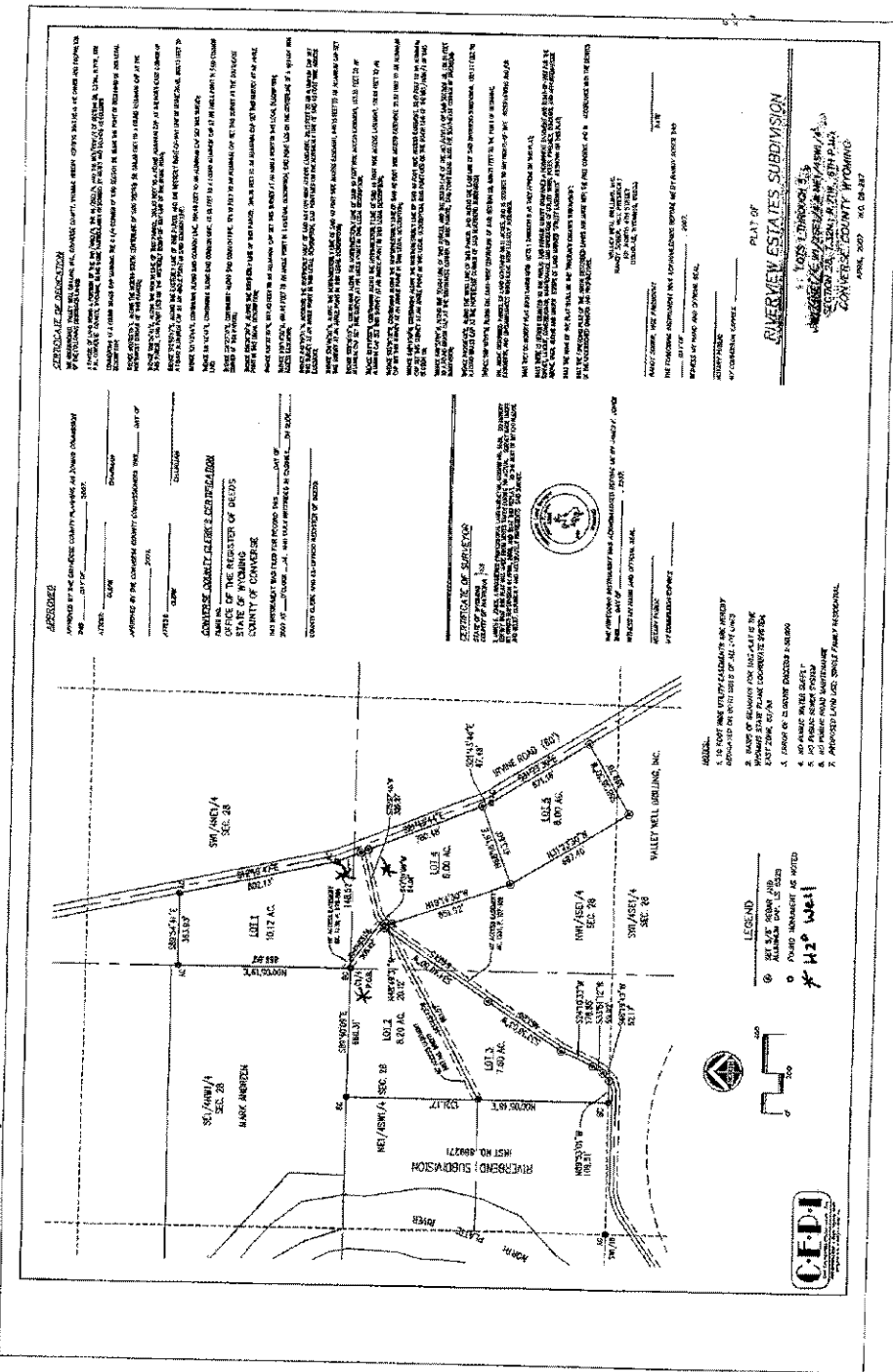
Witness my Hand and Official Seal.



Notary Public

My Commission Expires:

HEATHER A. JACOBSON
Wyoming
Notary Public, County of Converse
My Commission Expires
January 03, 2011



BOOK 1321 PAGE 884 August 13, 2006

A parcel of land situated in portions of Sections 28, 29, 32 and 33, T.32N., R.71W., 6th P.M. Converse County, Wyoming, shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found brass cap marking the northeast corner of Riverbend Subdivision, being the Point of Beginning of this legal description;

Thence S.89°40'09"E., along the north line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 28, 660.31 feet to a found aluminum cap at the C $\frac{1}{4}$ corner of said Section 28;

Thence N.00°05'19"E., along the north-south centerline of said Section 28, 866.89 feet to an aluminum cap set this survey at the NW corner of this parcel of land;

Thence S.89°54'41"E., along the north line of this parcel of land, 363.93 feet to an aluminum cap set this survey at the NE corner of this parcel of land;

Thence S.12°10'47"E., along the westerly right-of-way line of the 60.00 foot wide right-of-way for the Irvine Road and along the easterly boundary of this parcel of land, 802.13 feet to an aluminum cap set this survey at an angle point in said common line;

Thence S.21°43'44"E., continuing along said common line, 827.96 feet to an aluminum cap set this survey at an angle point in said common line;

Thence S.31°23'30"E., continuing along said common line, 2279.48 feet to an aluminum cap set this survey at an intersection between this common line and the section line common to Sections 28 and 33;

Thence S.31°23'30"E., continuing along said common line, 1209.40 feet to an aluminum cap set this survey at an angle point in the easterly line of this legal description, said point lies on the east line of said Section 33;

Thence S.01°06'45"E., along the east line of this parcel of land and along the east line of said Section 33, 305.82 feet to an aluminum cap set this survey at the N $\frac{1}{16}$ corner of Sections 33 and 34;

Thence S.01°06'45"E., continuing along said common line, 1339.80 feet to an aluminum cap set this survey at the $\frac{1}{4}$ corner of Sections 33 and 34;

Thence S.01°06'45"E., continuing along said common line, 1339.80 feet to an aluminum cap set this survey at the S $\frac{1}{16}$ corner of Sections 33 and 34;

Thence S.89°59'28"W., along the south line of this parcel and along the south line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 33, 1331.07 feet to an aluminum cap set this survey at the SE $\frac{1}{16}$ corner of said Section 33;

Thence N.00°58'23"W., along the west line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 33, 1338.95 feet to an aluminum cap set this survey at the C-E $\frac{1}{16}$ corner of said Section 33;

Thence S.89°57'25"W., along the south line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 33, 1327.79 feet to an aluminum cap set this survey at the C $\frac{1}{4}$ corner of said Section 33;

Thence N.00°50'00"W., along the west line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 33, 1337.63 feet to an aluminum cap set this survey at the C-N $\frac{1}{16}$ corner of said Section 33;

Thence S.89°54'44"W., along the south line of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 33, 2127.42 feet to a point on the centerline of the North Platte River from which the N $\frac{1}{16}$ corner of Sections 33 and 32 bears S.89°54'44"W, 518.75 feet, said N $\frac{1}{16}$ corner being referenced by an aluminum cap witness corner set N.89°54'44"E, 919.00 feet from said corner;

- Thence N.33°55'05"W., along the centerline of said North Platte River, 49.95 feet to an angle point in this legal description;
- Thence N.63°26'32"W., continuing along the centerline of said North Platte River, 93.58 feet to an angle point in this legal description;
- Thence N.79°36'58"W., continuing along the centerline of said North Platte River, 166.17 feet to an angle point in this legal description;
- Thence S.81°13'02"W., continuing along the centerline of said North Platte River, 236.68 feet to an angle point in this legal description;
- Thence S.86°40'46"W., continuing along the centerline of said North Platte River, 576.63 feet to an angle point in this legal description;
- Thence N.79°32'59"W., continuing along the centerline of said North Platte River, 301.81 feet to an angle point in this legal description;
- Thence N.50°35'14"W., continuing along the centerline of said North Platte River, 218.65 feet to an angle point in this legal description;
- Thence N.25°51'37"W., continuing along the centerline of said North Platte River, 260.51 feet to an angle point in this legal description;
- Thence N.14°28'47"W., continuing along the centerline of said North Platte River, 169.08 feet to an angle point in this legal description;
- Thence N.08°36'16"E., continuing along the centerline of said North Platte River, 243.68 feet to an angle point in this legal description;
- Thence N.23°07'56"E., continuing along the centerline of said North Platte River, 181.09 feet to an angle point in this legal description;
- Thence N.35°35'53"E., continuing along the centerline of said North Platte River, 234.42 feet to an angle point in this legal description;
- Thence N.40°17'23"E., continuing along the centerline of said North Platte River, 125.90 feet to an angle point in this legal description;
- Thence N.40°02'57"E., continuing along the centerline of said North Platte River, 1311.85 feet to an angle point in this legal description;
- Thence N.63°53'56"E., continuing along the centerline of said North Platte River, 748.50 feet to a point located on the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 28;
- Thence S.89°54'04"E., along the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 28, 649.53 feet to a found aluminum cap at the SW 1/16 corner of said Section 28;
- Thence S.89°54'04"E., along the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 28 and the south line of Riverbend Subdivision, 660.46 feet to a found aluminum cap at the SE corner of said Subdivision;
- Thence N.00°05'48"E., along the east line of said Subdivision, 1321.17 feet to the Point of Beginning.

The above described parcel of land contains 499.31 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

EXCLUDED from the above description are lands platted as "Riverview Estates Subdivision", including 41.41 acres as per the recorded plat.

I, James F. Jones, Wyoming L.S. 5529, hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.

BOOK 1321 PAGE 886 Legal Description - South Tract

A tract of land being located in the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, T.32N., R.71W., 6th P.M. Converse County, Wyoming, being shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found aluminum cap marking the S 1/16 corner common to said Section 33 and Section 34, being the Point of Beginning of this legal description and the southeast corner of the tract of land being described herein;

Thence N.01°06'45"W, along the east line of this tract of land and along the east line of said Section 33, 1339.80 feet to a found aluminum cap at the E $\frac{1}{4}$ corner of said Section 33;

Thence N.01°06'45"W, continuing along said common line, 1339.80 feet to a found aluminum cap at the N 1/16 corner common to said Section 33 and Section 34;

Thence N.01°06'45"W, continuing along said common line, 305.82 feet to an aluminum cap set this survey at a point of intersection between this common line and the southwesterly right-of-way line of the Irvine Road;

Thence N.31°23'30"W, along the easterly line of this tract of land and said southwesterly right-of-way line, 229.65 feet to the northeast corner of this tract of land;

Thence S.86°43'23"W, along the northerly line of this tract of land, 82.55 feet to an angle point in this legal description;

Thence N.76°08'29"W, continuing along the northerly line of this tract of land, 70.02 feet to an angle point in this legal description;

Thence S.87°48'55"W, continuing along the northerly line of this tract of land, 136.46 feet to an angle point in this legal description;

Thence S.74°32'21"W, continuing along the northerly line of this tract of land, 75.36 feet to an angle point in this legal description;

Thence S.64°23'46"W, along the northwesterly line of this tract of land, 74.36 feet to an angle point in this legal description;

Thence S.56°53'22"W, continuing along the northwesterly line of this tract of land, 69.77 feet to an angle point in this legal description;

Thence S.51°37'59"W, continuing along the northwesterly line of this tract of land, 224.51 feet to an angle point in this legal description;

Thence S.27°53'07"W, continuing along the northwesterly line of this tract of land, 105.80 feet to an angle point in this legal description;

Thence S.17°32'41"W, continuing along the northwesterly line of this tract of land, 1007.57 feet to an angle point in this legal description;

Thence S.39°41'07"W, continuing along the northwesterly line of this tract of land, 211.82 feet to an angle point in this legal description;

Thence S.53°19'54"W, continuing along the northwesterly line of this tract of land, 184.82 feet to an angle point in this legal description;

Thence S.72°54'36"W, continuing along the northwesterly line of this tract of land, 395.34 feet to an angle point in this legal description;

Thence S.00°02'35"E, along the west line of this tract of land, 198.73 feet to an aluminum cap set this survey an angle point in this legal description;

Thence N.89°57'25"E, along the east-west centerline of said Section 33, 511.31 feet to a found aluminum cap at the C-E $\frac{1}{16}$ corner of said Section 33;

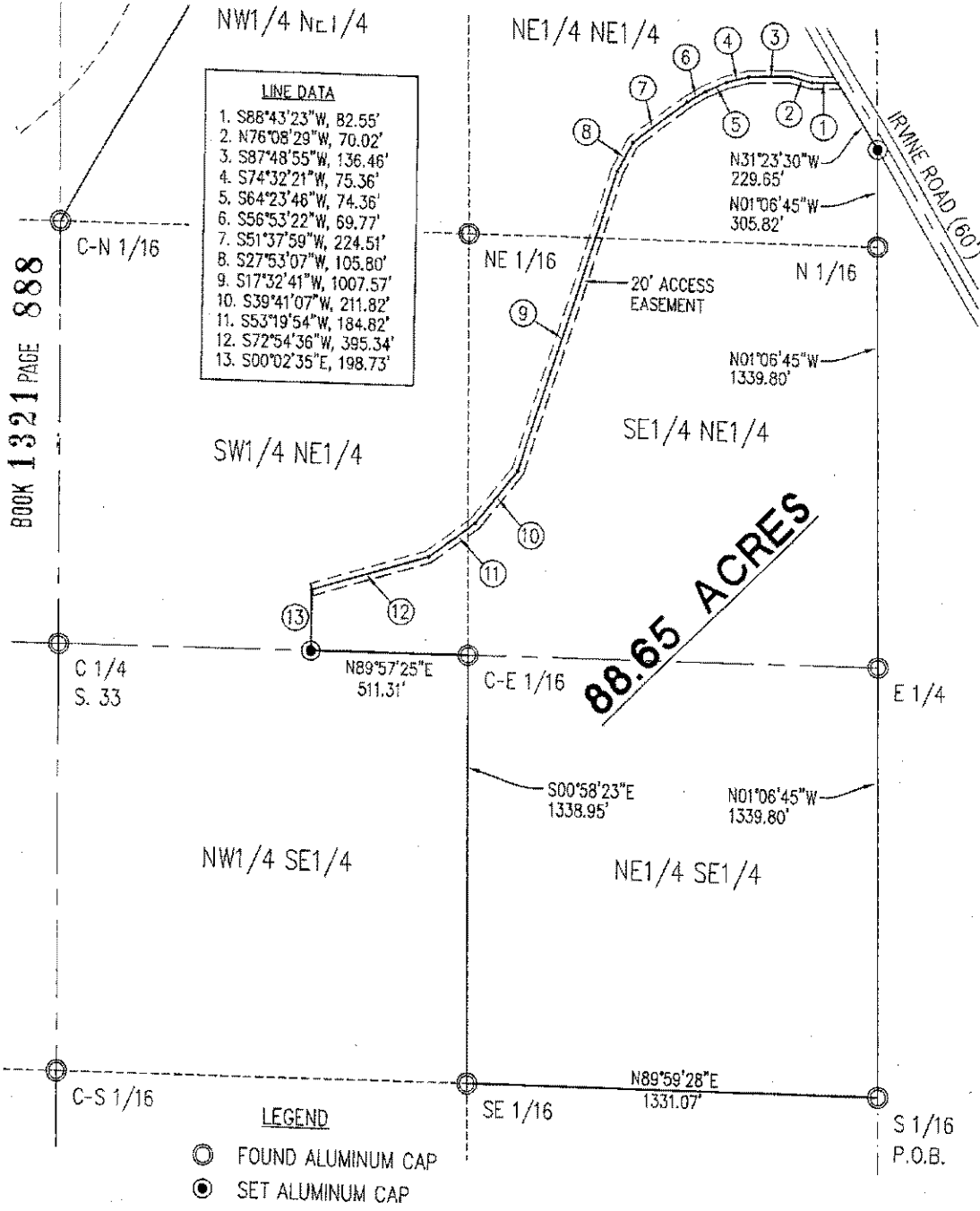
Thence S.00°58'23"E, along the west line of this tract of land and along the north-south centerline of the SE¼ of said Section 33, 1338.95 feet to a found aluminum cap at the SE 1/16 corner of said Section 33, being the southwest corner of this tract of land;

Thence N.89°59'28"E, along the south line of this tract of land and along the east-west centerline of the SE¼ of said Section 33, 1331.07 feet to the Point of Beginning.

The above described tract of land contains 88.65 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.





I, James F. Jones, a Registered Wyoming Professional Land Surveyor, License No. 5529, do hereby certify that this map was made from notes taken during actual surveys made under my direct supervision in June and July, 2007, and this map, to the best of my knowledge and belief, correctly and accurately represents said survey.

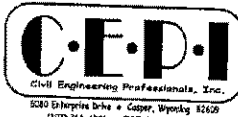
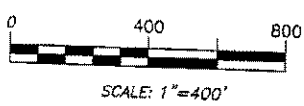


Exhibit "B"
BOUNDARY SURVEY
 VALLEY WELL DRILLING, INC.
 SOUTH TRACT
 NE1/4 & NE1/4 SE1/4
 SECTION 33
 T.32N., R.71W.
 CONVERSE COUNTY, WYOMING
 July, 2007
 W.O. 06-287

A tract of land being located in the NE¼ of Section 33, T.32N., R.71W., 6th P.M. Converse County, Wyoming, being shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found aluminum cap marking the C-N 1/16 corner of said Section 33, being the Point of Beginning of this legal description;

Thence N.29°53'55"E, along the westerly line of this tract of land, 994.71 feet to an aluminum cap set this survey at an angle point in this legal description ;

Thence N.02°48'58"W, continuing along the westerly line of this tract of land, 476.87 feet to an aluminum cap set this survey at the northwest corner of this tract of land, said point being located on the north line of said Section 33;

Thence N.89°52'03"E, along the north line of this tract of land and along the north line of said Section 33, 829.37 feet to a found aluminum cap at the E1/16 corner common to said Section 33 and Section 28;

Thence N.89°52'03"E, continuing along said common line, 711.34 feet to an aluminum cap set this survey at the northeast corner of this tract of land, said point being located on the southwesterly right-of-way line of the Irvine Road;

Thence S.31°23'30"E, along the easterly line of this tract of land and said southwesterly right-of-way line, 933.51 feet to the southeast corner of this tract of land;

Thence S.88°43'23"W, along the southeasterly line of this tract of land, 82.55 feet to an angle point in this legal description;

Thence N.76°08'29"W, continuing along the southeasterly line of this tract of land, 70.02 feet to an angle point in this legal description;

Thence S.87°48'55"W, continuing along the southeasterly line of this tract of land, 136.46 feet to an angle point in this legal description;

Thence S.74°32'21"W, continuing along the southeasterly line of this tract of land, 75.36 feet to an angle point in this legal description;

Thence S.64°23'46"W, continuing along the southeasterly line of this tract of land, 74.36 feet to an angle point in this legal description;

Thence S.56°53'22"W, continuing along the southeasterly line of this tract of land, 69.77 feet to an angle point in this legal description;

Thence S.51°37'59"W, continuing along the southeasterly line of this tract of land, 224.51 feet to an angle point in this legal description;

Thence S.27°53'07"W, continuing along the southeasterly line of this tract of land, 105.80 feet to an angle point in this legal description;

Thence S.17°32'41"W, continuing along the southeasterly line of this tract of land, 1007.57 feet to an angle point in this legal description;

Thence S.39°41'07"W, continuing along the southeasterly line of this tract of land, 211.82 feet to an angle point in this legal description;

Thence S.53°19'54"W, continuing along the southeasterly line of this tract of land, 184.82 feet to an angle point in this legal description;

Thence S.72°54'36"W, continuing along the southeasterly line of this tract of land, 395.34 feet to an angle point in this legal description;

Thence S.00°02'35"E, continuing along the southeasterly line of this tract of land, 198.73 feet to an angle point in this legal description;

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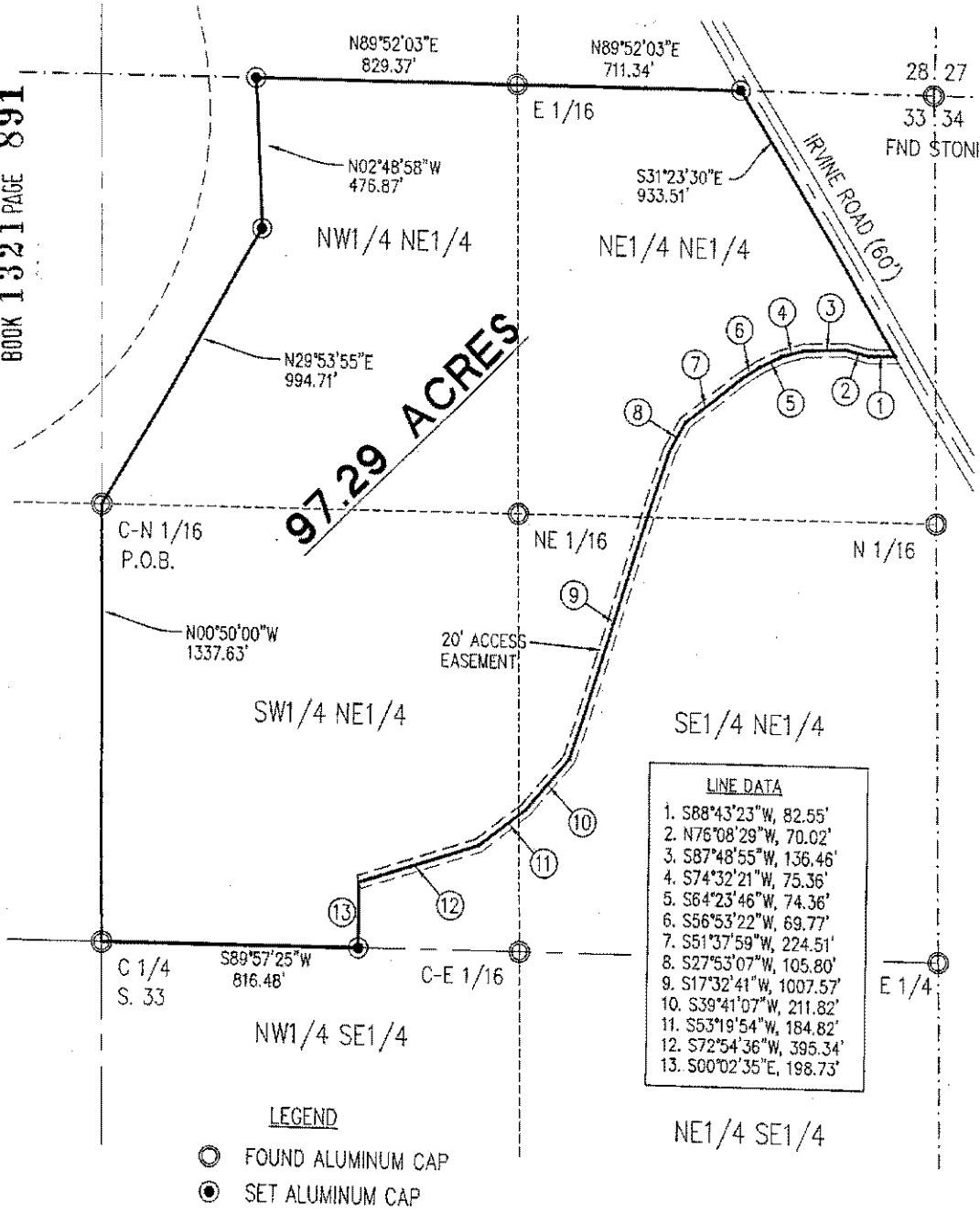
Thence S.89°57'25"W, along the south line of this tract of land and along the east-west centerline of said Section 33, 816.48 feet to a found aluminum cap at the C1/4 corner of said Section 33, being the southwest corner of this tract of land;

Thence N.00°50'00"W, along the west line of this tract of land and along the north-south centerline of said Section 33, 1337.63 feet to the Point of Beginning.

The above described tract of land contains 97.29 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.





James F. Jones, a Registered Wyoming Professional Land Surveyor, License No. 5529, do hereby certify that this map was made from notes taken during actual surveys made under my direct supervision in 2004 and 2005, and this map, to the best of my knowledge and belief, correctly and accurately represents said survey.

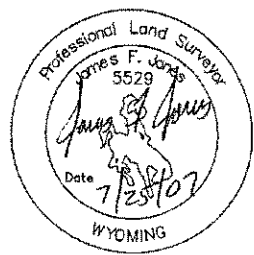
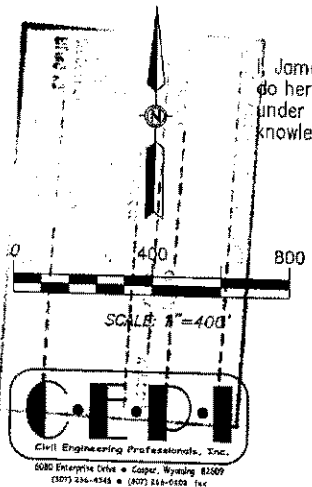


Exhibit "B"
BOUNDARY SURVEY
VALLEY WELL DRILLING, INC.
NORTH TRACT
NE1/4 SECTION 33
T.32N., R.71W.
CONVERSE COUNTY, WYOMING
July, 2007
W.O. 06-287