

STATE OF WYOMING

Know all men by these presents that Shire Construction, LLC, a Wyoming limited liability company, having its principal office at 1000 North Lincoln Street, Cheyenne, Wyoming 82001, do hereby certify that the following is a true and correct copy of the original of the same as the same was filed for record in the County of Fremont, Wyoming, on this 14th day of December, 2005.

This plat is located in the NE1/4NW1/4, Section 13, T33N, R100W, 6th P.M., Fremont County, Wyoming, and is more particularly described as follows: ...

By Commission [Signature] Date: 12/14/2005

By Commission [Signature] Date: 12/14/2005

By Commission [Signature] Date: 12/14/2005

By Commission [Signature] Date: 12/14/2005

By Commission [Signature] Date: 12/14/2005

By Commission [Signature] Date: 12/14/2005

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By Commission [Signature] Date: 12/14/2005

By Commission [Signature] Date: 12/14/2005

By Commission [Signature] Date: 12/14/2005

PUBLIC NOTES SECTION COMPLETE

This plat adopted by the City of Lander, Fremont County, Wyoming, on this 14th day of December, 2005.

CITY COUNCIL COMPLETE

This plat approved by the City of Lander Planning Commission on this 14th day of December, 2005.

PUBLIC COMMISSION COMPLETE

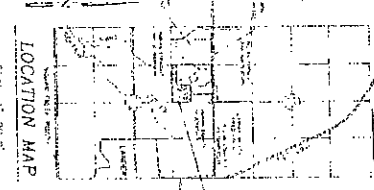
This plat approved by the Public Commission on this 14th day of December, 2005.

CITY COUNCIL COMPLETE

This plat approved by the City of Lander Planning Commission on this 14th day of December, 2005.

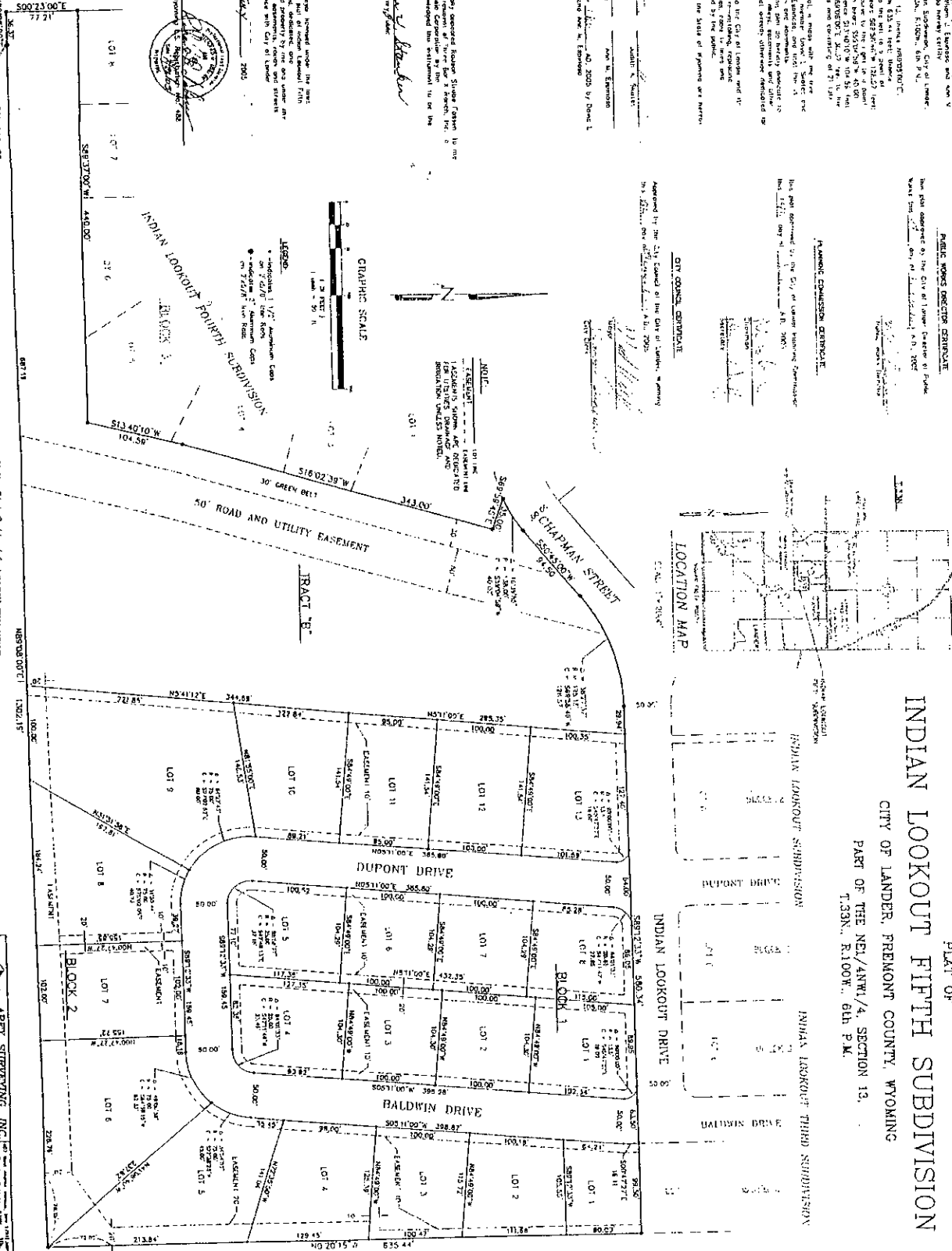
PUBLIC COMMISSION COMPLETE

This plat approved by the Public Commission on this 14th day of December, 2005.



PLAT OF INDIAN LOOKOUT FIFTH SUBDIVISION

CITY OF LANDER, FREMONT COUNTY, WYOMING
PART OF THE NE1/4NW1/4, SECTION 13,
T33N, R100W, 6th P.M.



101

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
for INDIAN LOOKOUT SUBDIVISION

WHEREAS, the undersigned, are the sole owners of all of the lots and lands contained in Indian Lookout Subdivision of the City of Lander, Wyoming, known and described as, and being portions of the following described real property:

Lots 1 through 9, Block 1; and lots 1 through 6, Block 2, and lots 1 and 2, Block 3, of the Indian Lookout Subdivision to the City of Lander; a portion of the NE1/4 NW1/4, Section 13, Township 33 North, Range 100 West, Fremont County, Wyoming.

Any future subdivisions under the name of Indian Lookout Subdivision will also be subject to these Protective and Restrictive Covenants.

NOW THEREFORE, the undersigned hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the real property. These covenants shall run with the real property and be binding on all parties holding the right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner.

1. LAND USE AND BUILDING TYPE. Each and every lot described above shall be known as a "residential lot." No residential lot shall be used except for residential purposes consistent with a R-1 zone as designated by the City of Lander. No structure shall be erected, altered, placed or permitted to remain on any such residential lot other than a one (1) family dwelling and necessary outbuildings and improvements. All residences shall have at least 1400 square feet of living space. All construction and alterations shall comply with the provisions required by the City of Lander Municipal Code, Title III, and official amendments thereof for building permits and such State of Wyoming building and safety codes as may be applicable to the construction and property. The exterior construction of all buildings and structures and all landscaping and grading incidental thereto shall be completed within 12 months from the date of issuance of a building permit as herein provided. Vacant lots shall be maintained by the owner so that no debris nor any vegetation other than trees exceeds twelve (12) inches in height.

2. OCCUPANCY AND TEMPORARY STRUCTURES. No structure of a temporary nature such as trailers, basements, tents, shacks, garages, barns or other buildings shall be used on any residential lot at any time as a residence either temporarily or permanently. No residence erected on any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed as herein required and having obtained a final inspection from the City of Lander.

3. BUILDING PERMIT. No building, structure, garage, shed, signs, fence or improvement of any kind shall be erected, altered, placed or permitted to remain on any of the property until the plans and specifications, including plot plans, have been approved and all necessary building permits have been issued under the City of Lander Municipal Code, Title III.

4. HOMEOWNERS ASSOCIATION. A Homeowners Association with a Board of Directors who will also act as officers will be formed which shall have the following duties and authority:

- a) Own title to, operate and manage the irrigation system and the common areas as shown on the approved plat as recorded.
- b) To administer the water rights of each individual owner as a unitary right for the good of the subdivision, including paying water right assessments, administering water distribution, and representing the owners interests to the water master.
- c) Institute and collect an assessment for each residential lot, occupied and unoccupied, and maintain a fund to provide for the maintenance, operation, and taxes of the common areas and the irrigation system.
- d) To enforce and direct adherence to these covenants as provided herein and authorize requests for variances of the terms hereof where necessary, provided that the variances are not injurious to the adjacent property owners and occupants.

In the event the Homeowners Association shall fail to approve or disapprove any request for a variance, within sixty (60) days after said request has been submitted to it, then the failure to disapprove will constitute approval and no further action by the submitting party will be required and the duties described above will be deemed to have been carried out with in full.

5. CONFORMITY. No building whatever, except a private residence with the necessary outbuildings including a private garage or storage shed and fencing, shall be erected, placed or permitted on any residential lot or part thereof. The total living space of the residence shall be a minimum of 1400 square feet. The construction of the residence may be brick, frame, log, or any combination thereof. The term residence shall not include mobile homes of any variety, regardless of whether placed on a foundation or not. No prefabricated building of any kind, including houses, garages, or storage sheds, shall be moved on to the residential lots without the prior approval of the Homeowners Association.

6. BUILDING USE AND LOCATION. The City of Lander Municipal Codes, Title IV or any amendment thereto shall be controlling concerning the minimum yard setback requirements for any structure or building on the above described residential lots. There shall be no duplexes or double dwellings erected in the area and no house basement, dwelling or other structures shall be constructed, remodeled, changed or erected for the purpose of making it into an additional family dwelling, and no dwelling or structure of any kind shall be inhabited by more than a single family.

7. FURTHER SUBDIVISION and REZONING. No portion of the common area may be resubdivided nor may the Homeowners Association apply for an amendment of rezoning in order to maintain the public use of the lands. No owner of a residential lot may apply for an amendment of rezoning and each owner hereby irrevocably waives the right to do so. However, partial lots may be purchased provided the purchase is agreeable and not injurious to adjacent occupants and owners. Any partial lot purchase shall be duly recorded and shall allow all

residential lots and remaining portions of lots to meet the minimum requirements for the R-1 zone under City of Lander Municipal Code, III c IV.

8. FURTHER DEVELOPMENT. No owner of a residential lot in an earlier phase of development may protest further development and subdivision of adjacent undeveloped lands owned by Strube, Inc. and by acknowledging these covenants hereby waives the right to do so.

9. LIABILITY. Strube, Inc., a Wyoming corporation, shall not be liable for actions, decisions, or variances on any matter by a government entity or the Homeowners Association including the allowed use of the open space, water transportation system, and administration of the water rights done pursuant to the provisions hereof.

10. NUISANCE. No obnoxious, offensive, hazardous or unsafe trade or activity or illegal practice of any kind shall be carried on upon the common area nor upon any residential lot or any part thereof or in any building or structure or any part thereof, nor shall any activity be carried on which is or may become an annoyance or nuisance to the occupants and owners of the adjacent or remaining residential lots in said addition.

11. SIGNS. One (1) name plat or home occupation sign may be used for each dwelling structure. One (1) temporary sign advertising the sale, lease or rental of the property on which it is located will be permitted. Signs erected in the common area shall be restricted to those signs proposed and approved by the Homeowners Association.

12. GARBAGE AND REFUSE DISPOSAL. No lot, occupied or unoccupied, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary container and shall not be unsightly to the area or the residence.

13. EASEMENTS. Easements are reserved on each residential lot as shown on the recorded plat for utility installation and maintenance and for the use of drains, irrigation systems, or other purposes that may be necessary for the promotion of the health and general welfare of the inhabitants of the addition. Utility easements are designated to run down the front of the residential lots and/or the side of the lot where adjacent to a street. Easements for the irrigation system that is owned and operated by the Homeowners Association, exists on the rear of the lots.

14. RESTRICTIONS ON THE COMMON AREA. The Homeowners Association shall not abandon, subdivide, encumber, lease out, sell, transfer or otherwise alienate all or any part of the right, title, or interest in the common area. Improvements and structures other than dwellings, such as walks, landscaping, benches, statuary, signs, or recreation equipment may be permitted and installed with the written consent of a majority of the aggregate votes. No dwellings of any kind shall be permitted in the common area or any portion thereof.

15. FENCES. Yard fences, wall or hedges not exceeding six (6) feet in height are permitted in the rear of the residential lot and may extend only from the rear of the lot to the front of the house thereon and there shall be no front

yard fences, walls or hedges. Fences built over the rear easements for the irrigation system are subject to being temporarily dismantled or damaged when requiring access to repair and maintain the irrigation system. Repair and/or replacement of the fence after completion of the maintenance to the irrigation system will be the sole responsibility and liability of the owner of the residential lot.

16. PARKING. Owners of residential lots must provide off street parking for each vehicle they own. All such parking areas shall be covered with a hard, dust-free, paved surface. No motor homes, campers, trailers, boats, or other recreational vehicles shall be kept or stored on any street longer than three (3) days. Storage of said recreational vehicles shall be on the rear of the residential lot or on an approved paved surface at the side of the residence.

No trucks and no commercial type vehicles shall be stored or parked on any residential lot except while in a closed garage. No commercial vehicles shall be parked on any residential street in the subdivision, except while engaged in transporting to or from a residence in the subdivision.

17. OIL, GAS, AND OTHER MINERALS. No exploration or removal of any oil, gas, or other mineral products of any kind shall be permitted upon or in any residential lot, or portion thereof.

18. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any residential lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. The owner or occupant of each lot will be permitted up to 6 yard pets provided that a kennel, dog run, or other appropriate fencing is installed that will maintain the pet(s) within the confines of the residential lot.

19. IRRIGATION WATER AND TRANSPORTATION SYSTEM. The current Water Rights appurtenant to the lands will be transferred to the owner of each individual lot through a transfer of deed which shall be duly recorded. However, the administration of the water rights will be assigned to the Homeowners Association and each owner by acknowledgment of these covenants agrees to do so. The water transportation system constructed above and under ground to transport the water to the residential lots and the common area will be owned by the Association. Administration of the water rights and water rights assessments, operation, maintenance, repair and improvement costs for the transportation system will be the responsibility of the Association.

Each owner of a residential lot may design and install a system on such owner's lot which will allow utilization of the water in the transportation system for irrigation of the landscaping on said residential lot. Except for the costs of the initial construction of the said transportation system to be constructed by the developer, all costs and expenses for installing, operating and maintaining an irrigation system on a residential lot will be the responsibility of the owner of said lot.

The water rights pertain to water that is for irrigation purposes only and may contain sand and other debris which will not be screened out or otherwise removed

by the transportation system. Further, the said water is not potable and will not be made potable by the said transportation system. Under no circumstances will and owner or any other entity or person cause or allow the connection of the said transportation system with any domestic water supply or system used to transport such domestic water.

20. TERM AND CHANGES TO COVENANTS. These covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. ENFORCEMENT. The Homeowners Association has the right to enforce these covenants in any manner befitting their power as written in the bylaws of the association. The Association has the right to file a mechanic's lien on an owner's property if assessments are not paid currently. This lien may be filed for any and all assessments including a general assessment for ordinary operation and maintenance and the special assessments levied for the repair of extraordinary damage or wear and tear.

Enforcement of these covenants by an individual shall be by civil action founded by law and in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. The property herein described, the owners of said property, and the Homeowners Association shall also be subject to the enforcement of all the laws and ordinances of the City of Lander, Fremont County, Wyoming or any other government entity.

22. SEVERABILITY. In the event that a clause, sentence, paragraph or any part of this agreement shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this agreement, but such shall be confined in its operation to the part specifically held to be invalid.

IN WITNESS WHEREOF, said Strube, Inc., a Wyoming Corporation has caused this instrument to be executed this 19 day of Oct., 1994.

Strube, Inc.
Donald R. Strube
Donald R. Strube, president

Attest:

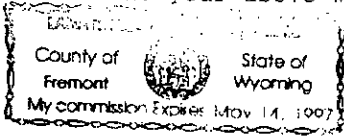
Ellen J. Strube
Ellen J. Strube, Secretary-Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

Be it remembered that on this 13th day of October, 1994, before me, Lars K. Steinfeld-Hanson, a Notary public, personally appeared Donald R Strube, the President of Strube, Inc., a corporation, who is personally known to me, and known to me to be the president of said corporation, and the same person who executed the foregoing instrument, and duly acknowledged the executions of the same for and on behalf of and as the act and deed of said corporation.

In witness whereof, I have hereunto set my hand and fixed my seal the date and year above written.

(Seal)



Lars K. Steinfeld-Hanson
Notary Public

My commission expires: May 14, 1997

Indian Lookout Fifth Subdivision Restrictive Covenants
PC. 6 pg 101

Doc#2005-1271803

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR INDIAN LOOKOUT SUBDIVISION

WHEREAS, the undersigned, are the sole of all of the lots and lands contained in Indian Lookout Subdivision of the city of Lander, Wyoming, known and described as, and being portions of the following described real property:

Lots 1 through 9 on Block 1; and Lots 1 through 6, Block 2, and Lots 1 and 2, Block 3, of the Indian Lookout Subdivision to the City of Lander; a portion of the NE1/4 NW1/4, Section 13, Township 33 North, Range 100 West, Fremont County, Wyoming.

Any Future subdivisions under the name of Indian Lookout Subdivision will also be subject to these Protective and Restrictive Covenants.

NOW THEREFORE, the undersigned hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the real property. These covenants shall run with the real property and be binding on all parties holding the right, title or interest in the described properties or any part thereof. Their heirs, successors and assigns, and shall inure to the benefit of each owner.

1. LAND USE AND BUILDING TYPE. Each and every lot described above shall be known as a "residential lot." No residential lot shall be used except for residential purposes consistent with a R-1 zone as designated by the City of Lander. No structure shall be erected, altered, placed or permitted to remain on any such residential lot other than a one (1) family dwelling and necessary outbuildings and improvements. All residents shall have at least 1400 square feet of living space. All construction and alterations shall comply with the provisions required by the City of Lander Municipal Code, Title III, and official amendments thereof for building permits and such State of Wyoming building and safety codes as may be applicable to the construction and property. The exterior construction of all buildings and structures and all landscaping and grading incidental thereto shall be completed within 12 months from the date of issuance of a building permit as herein provided. Vacant lots shall be maintained by the owner so that no debris nor any vegetation other than trees exceeds twelve (12) inches in height.
2. OCCUPANCY AND TEMPORARY STRUCTURES. No structure of a temporary nature such as trailers, basements, tents, shacks, garages, barns or other buildings shall be used on any residential lot at any time as a residence either temporarily or permanently. No residents erected on any lot shall be occupied in any manner while in the course of construction, nor at any time

FREMONT COUNTY, LANDER, WY REC \$23.00
JULIE A FREESE, FREMONT COUNTY CLERK

12/01/2005 #2005-1272460
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3. BUILDING PERMIT. No building, structure, garage, shed, signs, fence or improvement of any kind shall be erected, altered, placed or permitted to remain on any of the property until the plans and specifications, including plot plans, have been approved and all necessary building permits have been issued under the City of Lander Municipal Code, Title III.
4. HOMEOWNERS ASSOCIATION. A Homeowners' Association with a Board of Directors who will also act as officers will be formed which shall have the following duties and authority:
 - a. Own title to, operate and manage the irrigation system and the common areas as shown on the approved plats as recorded in the Fremont County Courthouse.
 - b. To administer the water rights of each individual owner as a unitary right for the good of the subdivision, including paying water right assessments, administering water distribution, and representing the owners' interests to the water master.
 - c. Institute and collect and assessment for each residential lot occupied and unoccupied and maintain a fund to provide for the maintenance, operation, and taxes of the common areas and the irrigation system.
 - d. To enforce and direct adherence to these covenants as provided herein and authorize requests for variances of the terms hereof where necessary, provided that the variances are not injurious to the adjacent property owners and occupants.

In the event the Homeowners Association shall fail to approve or disapprove any request for a variance, within sixty (60) days after said request has been submitted to it, then the failure to disapprove will constitute approval and no further action by the submitting party will be required and the duties described above will be deemed to have been carried out with in full.

5. CONFORMITY. No building whatever, except a private residence with the necessary outbuilding including a private garage or storage shed and fencing shall be erected, placed or permitted on any residential lot or part thereof. The total living space of the residence shall be a minimum of 1400 square feet. The construction of the residence may be brick, frame, log, or any combination thereof. The term residence shall NOT include mobile homes of any variety, regardless of whether placed on a foundation or not. NO prefabricated building of any kind, including house, garage, or storage sheds, shall be moved onto the residential lots without the prior approval of the Homeowners Association.
6. BUILDING USE AND LOCATIONS. The City of Lander Municipal Codes Title IV or any amendment thereto shall be controlling concerning the minimum yard setback requirements for any structure or building on the above described residential lots. There shall be no duplexes or double dwellings erected in the area and no house basement, dwelling or other structures shall be constructed remodeled, changed or erected for the purpose

FREMONT COUNTY, LANDER, WY REC \$23.00
JULIE A FREESE, FREMONT COUNTY CLERK

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- of making it into an additional family dwelling, and no dwelling or structure of any kind shall be inhabited by more than a single family.
7. FURTHER SUBDIVISION AND REZONING. No portion of the common area may be re-subdivided nor may the Homeowners Association apply for an amendment of the rezoning in order to maintain the public use of the lands. No owner of a residential lot may apply for an amendment of rezoning and each owner hereby irrevocably waives the right to do so. However, partial lots may be purchased provided the purchase is agreeable and not injurious to adjacent owners. Any partial lot purchase shall be duly recorded and shall allow all residential lots and remaining portions of lots to meet the minimum requirements for the R-1 zone under City of Lander Municipal Codes, Title IV.
 8. FURTHER DEVELOPMENT. No owner of a residential lot in an earlier phase of development may protest further development and subdivision of adjacent undeveloped lands owned by Strube, Inc. and by acknowledging these covenants hereby waives the right to do so.
 9. LIABILITY. Strube, Inc., a Wyoming Corporation, shall not be liable for actions, decisions, or variances on any matter by a government entity or the Homeowners Association, including the allowed use of the open space, water transportation system, and administration of the water rights done pursuant to the provisions hereof.
 10. NUISANCE. No obnoxious, offensive, hazardous or unsafe trade or activity or illegal practice of any kind shall be carried on upon the common area nor upon any residential lot or any part thereof or in any building or structure or any part thereof, nor shall any activity be carried on which is or may become an annoyance or nuisance to the occupants and owners of the adjacent or remaining residential lots in said addition.
 11. SIGNS. One (1) name plat or home occupation sign may be used for each dwelling structure. One (1) temporary sign advertising the sale, lease or rental of the property on which it is located will be permitted. Signs erected in the common area shall be restricted to those signs proposed and approved the Homeowners Association.
 12. GARBAGE AND REFUSE DISPOSAL. No lot, occupied or unoccupied, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary container and shall not be unsightly to the area or the residence.
 13. EASEMENTS. Easements are reserved on each residential lot as shown on the recorded plat for utility installation and maintenance and for the use of drains, irrigation systems, or other purposes that may be necessary for the promotion of the health and general welfare of the inhabitants of the addition. Utility easements are designated to run down the front of the residential lots and/or the side of the lot where adjacent to a street. Easements for the irrigation system that is owned and operated by the Homeowners Association exists on the rear of the lots.
 14. RESTRICTIONS ON THE COMMON AREA. The Homeowners Association shall not abandon, subdivide, encumber, lease out, sell, transfer or otherwise

alienate all or any part of the right, title, or interest in the common area. Improvements and structures other than dwellings, such as walks, landscaping, benches, statuary, signs, or recreation equipment may be installed with the written consent of a majority of the aggregate votes. No dwellings of any kind shall be permitted in the common area or any portion thereof.

15. FENCES. Yard fences, wall or hedges not exceeding six (6) feet in height are permitted in the rear of the residential lot and may extend only from the rear of the lot to the front of the house thereon and there shall be no front yard fences, walls or hedges. Fences built over the rear easements for the irrigation system are subject to being temporarily dismantled or damaged when requiring access to repair and maintain the irrigation system. Repair and/or replacement of the fence after completion of the maintenance to the irrigation system will be the sole responsibility and liability of the owner of the residential lot.
16. PARKING. Owners of residential lots must provide off street parking for each vehicle they own. All such parking areas shall be covered with a hard, dust-free, or paved surface. No motor homes, campers, trailers, boats, or other recreational vehicles shall be kept or stored on any street longer than three (3) days. Storage of said recreational vehicles shall be on the rear of the residential lot or on an approved paved surface at the side of the residence.
17. OIL, GAS, AND OTHER MINERALS. No exploration or removal of any oil, gas, or other mineral products of any kind shall be permitted upon or in any residential lot, or portion thereof.
18. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. The owner or occupant of each lot will be permitted up to six (6) yard pets provided that a kennel, dog run, or other appropriate fencing is installed that will maintain the pet(s) within the confines of the residential lot.
19. IRRIGATION WATER AND TRANSPORTATION SYSTEM. The current water rights appurtenant to the lands will be transferred to the owner of each individual lot through a transfer of deed, which shall be duly recorded. However, the administration of the water rights will be assigned to the Homeowners Association and each owner by acknowledgment of these covenants agrees to do so. The water to the residential lots and the common area will be owned by the Association. Administration of the water rights and water rights assessments, operation, maintenance, repair and improvement costs for the transportation system will be the responsibility of the Association. Each owner of a residential lot may design and install a system on such owner's lot, which will allow utilization of the water in the transportation system for irrigation of the landscaping on said residential lot. Except for the costs of the initial construction of the said transportation system to be constructed by the developer, all costs and expenses for installing, operating and maintaining an irrigation system on a residential lot will be the

responsibility of the owner of said lot. The water rights pertain to water that is for the irrigation purposes only and may contain sand and other debris, which will not be screened out or otherwise removed by the transportation system. Further, the said water is not potable and will not be made potable by the said transportation system. Under no circumstances will the owner or any other entity or person cause or allow the connection of the said transportation system with any domestic water supply or system used to transport such domestic water.

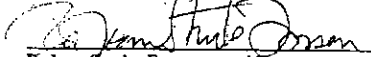
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21. ENFORCEMENT. The Homeowners Association has the right to enforce these covenants in any manner befitting their power as written in the bylaws of the association. The Association has the right to file a mechanic's lien on an owner's property if assessments are not paid currently. This lien may be filed for any and all assessments including a general assessment for ordinary operation and maintenance and the special assessments levied for the repair of extraordinary damage or wear and tear. Enforcement of these covenants by an individual shall be by civil action founded by law and in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. The property herein described, the owners of said property and the Homeowners Association shall also be subject to the enforcement of all the laws and ordinances of the City of Lander, Fremont County, Wyoming or any other government entity.

22. SEVERABILITY. In the event that a clause, sentence, paragraph or any part of this agreement shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of the agreement, but such shall be confined in its operation to the part specifically held to be invalid.

IN WITNESS WHEREOF, said Strube Construction, LLC, a Wyoming Company, has caused this instrument to be executed this 14th day of November, 2005.

Strube Construction, LLC

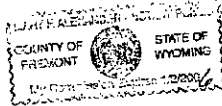

Ralean Strube Fossen, president

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

Be it remembered that on this 14th day of November, 2005 before me, Mary E. Alexander, a Notary public, personally appeared Ralean Strube Fossen, the President of Strube Construction LLC, who is personally known to me, and known to me to be the president of said company, and the same person who executed the foregoing instrument for and on behalf of and as the act and deed of said company.

In witness whereof, I have herunto set my hand and fixed by seal the date and year above written.

(Seal)




Notary public

My commission expires: 1-2-2006

FREMONT COUNTY, LANDER, WY REC \$23.00
JULIE A FREESE, FREMONT COUNTY CLERK

12/01/2005 #2005-1272460
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