



First American Title™

**These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.**

*Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.*

**STATEMENT OF CONDITIONS, SUBMISSION, DECLARATION AND DECLARATION OF CONSENT.**

The undersigned hereby certifies that the information furnished herein is true and correct to the best of his knowledge and belief, and that he is the owner of the land described herein, and that he is the person who has caused this plat to be prepared and filed for record.

The undersigned hereby certifies that the information furnished herein is true and correct to the best of his knowledge and belief, and that he is the owner of the land described herein, and that he is the person who has caused this plat to be prepared and filed for record.

The undersigned hereby certifies that the information furnished herein is true and correct to the best of his knowledge and belief, and that he is the owner of the land described herein, and that he is the person who has caused this plat to be prepared and filed for record.

*[Signature]*  
 [Name]  
 [Address]  
 [City, State, Zip]

**OWNER'S CERTIFICATE:**

I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am the owner of the land described herein, and that I am the person who has caused this plat to be prepared and filed for record.

*[Signature]*  
 [Name]  
 [Address]  
 [City, State, Zip]

**APPROVAL:**

Approved by the Board of County Commissioners of Larimer County, Wyoming, on this 15th day of October, 2011.

*[Signature]*  
 [Name]  
 [Address]  
 [City, State, Zip]

247713



**ACRES:**  
 Total: 1.000000

CURVE DATA	CHORD	AREA
1.000000	1.000000	0.000000

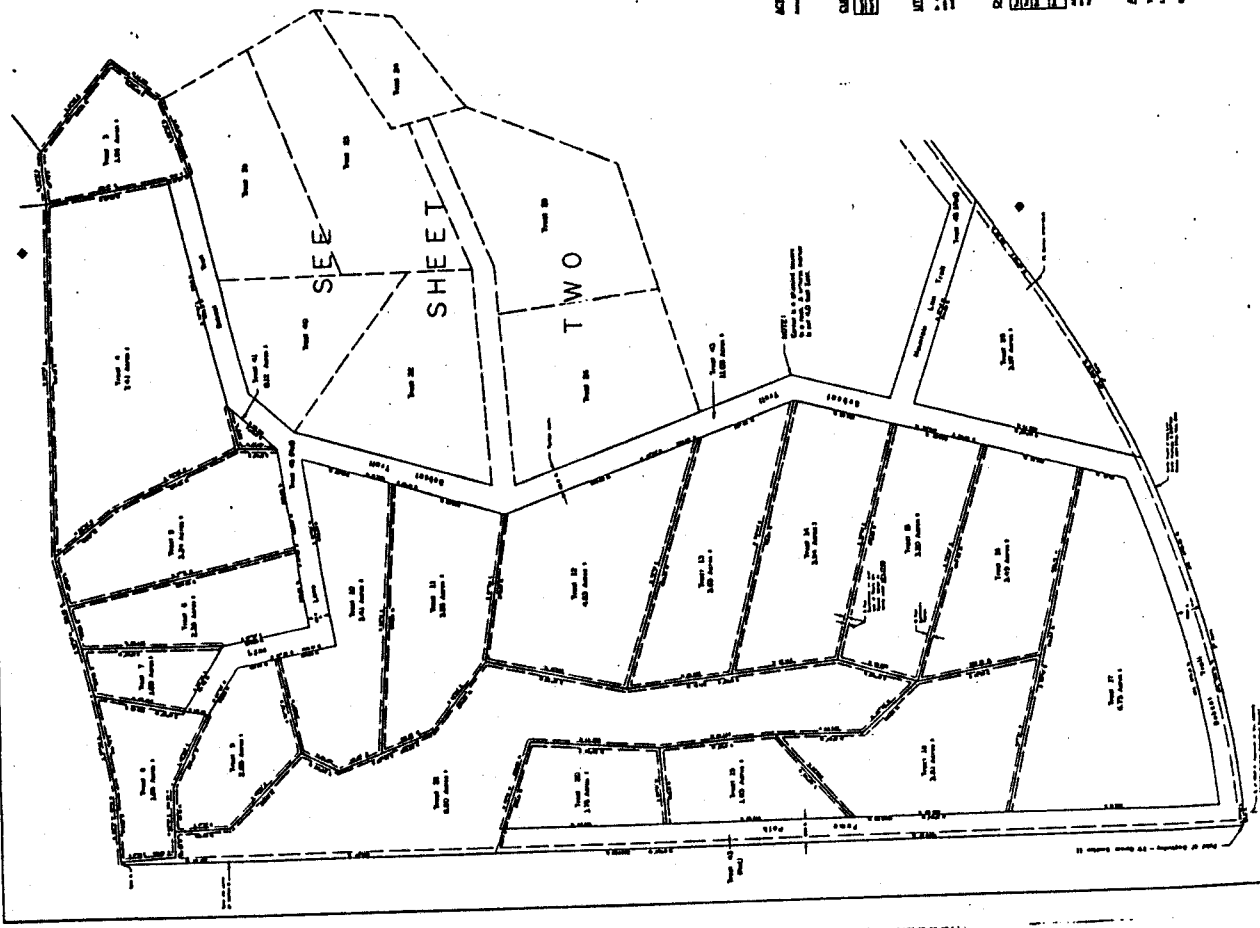
**NOTES:**

1. The plat is subject to the provisions of the Act of March 10, 1909, and the Act of March 10, 1909, as amended.

CURVE DATA	CHORD	AREA
1.000000	1.000000	0.000000

**ACCESS:**

The plat is subject to the provisions of the Act of March 10, 1909, and the Act of March 10, 1909, as amended.



**PLAT OF**  
**CHEYENNE PASS**  
**FIRST FILING**

Section 11, Township 14 North, Range 20 West  
 Larimer County, Wyoming

STATE OF WYOMING )  
                  ) SS   RECORDED MAR 14 1972 AT 10:32 O'CLOCK A.M.  
COUNTY OF LARAMIE )   RECEPTION NO. 247768 JOHN B. HUISMAN, Records

DECLARATION OF PROTECTIVE COVENANTS  
FOR CHEYENNE PASS, FIRST FILING

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, being owners of all lands in CHEYENNE PASS, First Filing, a subdivision of a part of Section 11, Township 14 North, Range 70 West of the 6th P.M. in Laramie County, Wyoming, do hereby make the following declarations as to limitations and restrictions or uses to which said tracts may be put, hereby specifying that said declarations shall constitute covenants to run with the land and shall accrue to and be binding upon all future owners of said tracts for the purpose of protecting the attractiveness and value of said tracts and the buildings erected thereon for a period of twenty-five years from the date that these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

Invalidation of any of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. Each tract designated on the plat of CHEYENNE PASS, First Filing, shall not be subject to further subdivision. All tracts shall be for residential purposes only, except Tract Seventeen (17), which is reserved by the Grantors for commercial or residential purposes; and Tracts Twenty-One (21), Thirty-Seven (37), Thirty-Eight (38) and Forty-One (41), which are reserved by Grantors for the private use of the Grantees for recreational purposes; and Grantors hereby reserve for the private use of the purchasers (Grantees) of residential tracts, their heirs, assigns and invitees now or hereafter, a perpetual easement for ingress and egress on Tracts Forty-Two (42) and Forty-Three (43), and do hereby grant perpetual easements for the access, installation and maintenance of utilities as are laid out and designated on the plat of CHEYENNE PASS, First Filing. Grantors may convey title of any one of

Reservations regarding a preference,  
Friction or discrimination based  
on race, color, religion, sex (gender),  
ethnic status, or national origin are  
hereby deemed to be waived with  
reference to the above cited  
reservations under 42 USC 3604(c).

or all of the tracts, reserved by Grantors for recreation and access purposes, at any time to the Home Owners Association as shown herein, subject to the declarations and covenants as stated herein. Grantors may terminate at any time for good cause, Grantees' privileges on tracts reserved for recreation.

2. Grantees hereby agree to unite with other Grantees to create an Home Owners' Association having rules, regulations and restrictions for the governing, maintaining and improving of said access tracts, recreational tracts and residential tracts. In the event any Grantee refuses or fails to comply with said rules, regulations and restrictions, said Grantee may be assessed a fine, the amount of which shall be established by the Association members and said fine once assessed shall be a continuing lien on the tract owned by the Grantee assessed, until the same has been paid in full, together with such interest and costs of collection as may be charged by the Association.

3. No building of any kind whatsoever shall be erected or maintained on said land except a single family private dwelling and one attached or detached accessory building, to be used solely for family convenience. Such single family private dwelling shall have a ground floor area of nine-hundred (900) square feet or more. Such accessory building shall be a barn, barn-garage combination or barn-garage-shop combination.

4. The construction of the dwelling, accessory building and other improvements shall be from new or substantially new materials, shall be attractive and appealing in appearance, and the plan and material must be approved in writing by the Grantors or other delegated authority herein.

5. All toilet and bath facilities shall be constructed within the dwelling and connected with an individual sewage disposal system. All construction on the subdivision or any tract therein, including the development of domestic water and the sewage disposal system shall be done in a manner which will meet all the requirements of the Wyoming Department of Public Health and the Cheyenne-Laramie County Health Unit. Permits shall be obtained, before the installation of any sanitary disposal system, from the City-County Health Unit.

6. In the interest of public health and sanitation, and in contribution to the beneficial use and enjoyment of Grantees, and others similarly situated, no activity will be engaged in which results or tends to result in the pollution of streams or other surface and sub-surface waters upon or adjacent to the demised premises. However, Grantors reserve the right to use all acreage retained by the Grantors as is customary in a normal livestock ranch operation. If a spring is to be developed for potable water supply, no activities shall be conducted on its water shed which may pollute the spring.

7. No activity of illegal or nuisance nature shall be engaged in upon the demised premises at any time. No animals or birds, other than horses, cattle, dogs and household pets, may be kept by the Grantees, provided they are not kept, bred or maintained for commercial purposes, and such animals must be kept on Grantees' property except when under the control of the owner. All necessary fencing on or around the Grantees' property must be constructed by Grantees at his expense, and must be of pole, rail or board construction subject to approval in writing of Grantors or other delegated authority herein.

8. No sale or lease of the premises herein demised shall be consummated, nor occupancy of the premises permitted by those other than the Grantees, his immediate family or guests, without the written approval of the Grantors or other delegated authority, which written approval shall be contained in the lease or instrument of conveyance. The right herein vested in the Grantors shall not be exercised arbitrarily. The Grantees shall give notice of intended sale or lease to the Grantors in writing and addressed to their usual place of business. Failure of Grantors to respond to said notice within thirty (30) days, shall amount to Grantors' consent of the sale or lease. In the event Grantors shall not approve of the proposed sale, then they shall be obliged to purchase the property from the Grantee upon the same terms and conditions as those negotiated by the grantees with the prospective purchaser.

9. Mobile homes and mobile or temporary living quarters of any kind are prohibited except during the construction of the permanent building to be erected on said property, and must have inside sanitary

facilities, and cannot remain on said property longer than eighteen (18) months whether or not construction is completed. This covenant shall not be construed to exclude the occasional use of tents for recreational or sleeping purposes as a guest or family supplement.

10. There shall be no unlicensed or abandoned cars or trucks and no abandoned machinery of any type parked, placed or abandoned on any tract. There shall be no storage of materials, machinery or building equipment on any tract unless it is stored or placed in barn, barn-garage combination or barn-garage-shop combination except material, machinery or equipment that will be used on owner's dwelling or accessory building within an eighteen (18) month period. Horse trailers, camping trailers, pickup campers or utility trailers are not considered as house trailers or machinery.

11. Grantees agree to indemnify and save harmless the Grantors from any and all claims for damages, suits, judgments, or recoveries for personal injuries, property damage or death sustained by Grantees, their immediate families, invitees, guests, servants and employees, in any manner arising out of or proximately caused by the use or condition of said premises and improvements thereon.

DATED this 29<sup>th</sup> day of February, 1972.

James K. (Hyde) Merritt  
JAMES K. (HYDE) MERRITT

Virginia H. Merritt  
VIRGINIA H. MERRITT

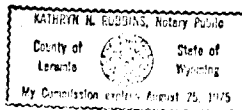
STATE OF WYOMING )  
                          )SS  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me on this 29<sup>th</sup> day of February, 1972.

Witness my hand and official seal.

Kathryn N. Robbins  
NOTARY PUBLIC

My Commission Expires:



STATE OF WYOMING     )  
  )ss.  
COUNTY OF LARAMIE    )

**FIRST AMENDMENT  
TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
CHEYENNE PASS, FIRST FILING**

KNOW ALL MEN BY THESE PRESENTS, the undersigned, being owners of tracts of land in Cheyenne Pass, First Filing, a subdivision of a part of Section 11, Township 14 North Range 70 West of the 6<sup>th</sup> p.m., Laramie County, Wyoming, and as a majority ownership of the representative tracts of said Cheyenne Pass Subdivision hereby amend the original Declaration of Protective Covenants of Cheyenne Pass, First Filing, dated February 29, 1972\* under the terms and provisions stated in such Declaration of Protective Covenants as follows:

\*RECORDED IN BOOK 944 PAGE 563

Section 1. Intent. This First Amendment to the Declaration of Protective Covenants for the Cheyenne Pass, First Filing, and the original Declaration of Protective Covenants for the Cheyenne Pass, First Filing are given with the intent to allow an orderly and regulated construction and placement of improvements on all tracts and to protect and enhance the value of the Cheyenne Pass Subdivision; to protect the owners within the Subdivision of any depreciated value; to prevent construction of unsuitable, unsightly structures; to allow owners of tracts to have a reasonable consistent value of homes and improvements within said Subdivision; and to ensure proper and adequate maintenance of said property and structures; and to allow and encourage proper landscaping which will enhance the value of such tracts and protect the natural landscape found within the Subdivision.

Section 2. Scope. This Amendment to the Declaration of Protective Covenants for Cheyenne Pass, First Filing, and the original Declaration of Protective Covenants for Cheyenne Pass, First Filing will apply to all tracts of land within the Subdivision of the entire Subdivision.

Section 3. Nuisances. No noxious or offensive activities shall be conducted or allowed on any tract nor shall any activity thereon which could become such a nuisance which may affect the other owners and residents of the Subdivision. A nuisance shall be defined by State or County Statute or Code or by precedent in case law in the State of Wyoming in which an activity would arise in the conduct of the owner of the tract thereby affecting all other owners herein defined including, but not limited to, such activities that creates injury to health, safety, welfare or the quiet enjoyment of other owners. Such activities which may be deemed as a nuisance, but

not limited to the following: exhibition or discharge of fireworks; discharging of firearms of any type or sort; and operating vehicles, equipment and machinery of a loud and obnoxious nature. There shall also be no excavating within the Subdivision except for foundations of buildings, fences, sprinkler systems, and plumbing and there shall be no drilling except for a water well and septic system.

Section 4. Setback. With the exception of fences, all improvements and buildings shall have a minimum setback of twenty-five (25) feet from frontage property lines.

Section 5. Foundations. All dwellings shall have a permanent concrete foundation system to be approved by the governing regional building department and the Architectural Control Committee.

Section 6. Architectural Control Committee. The Architectural Control Committee shall consist of three (3) members appointed by the Board of Directors of the Cheyenne Pass Homeowner's Association. Each member of the Architectural Control Committee shall serve for a term of three (3) years. The actions and decisions of the Architectural Control Committee shall be done by a majority vote. The approval and consent of this Committee shall not be unreasonably withheld and shall be conclusive and binding upon all interested parties.

No structure or fence, whether erected or remodeled, on any tract in the Subdivision, nor any major renovation or remodel shall be made without submitting an application to the Architectural Control Committee.

Prior to the initial construction, renovation or remodeling of any structure or fence, the owner of any tract must submit three (3) copies of an application for approval from the Committee which such application shall include the following:

- a. A site plan of the tract showing the exact location of all proposed structures, fences, well and septic system;
- b. Architectural drawings with exterior wall elevations, specifications describing external colors and materials, roofing materials, dimensions, materials and landscaping improvements;
- c. A statement by the contractor, architect, engineer or owner stating that the construction of the structure will abide by all of the requirements of the latest building codes, County regulations and the Protective Covenants of Cheyenne Pass Subdivision.

Upon receipt of all of the above information and data, the committee within thirty (30) days of submission of all requirements for application shall accept or reject the plans and drawings completely or partially and by written notification inform the owner of its decision. The Committee in its procedural review shall review such plans following the intent of these



Protective Covenants on a case by case basis, and that the improvements will have reasonable appeal and conformity with current existing structures in the Subdivision and consideration of the location of said application and its structure with respect to the topography of the tract. The Committee may also require the applicant to submit additional information, data and plans which it feels necessary in order to make a proper determination. The time period for a decision shall not commence until the Committee has adequate information to review the project in order to render a decision.

Within the thirty (30) days of acceptance of all adequate information and plans of the owner, the Committee shall send a written decision to owner. Should the Committee disapprove the application or any portion of the plans, it shall within the thirty (30) days send written notice to the applicant and suggest ways in which the applicant may amend such plans in order to secure approval from the Committee.

Should the Committee fail to make a decision within a thirty (30) day period, whether approval or disapproval of such plan, the owner may proceed construction as if he had approval from the Architectural Control Committee. Such inaction by the Architectural Control Committee does not waive any of its rights nor those of any other tract owner who may seek by law or equity to enforce these Protective Covenants against a construction which does not comply with these Declaration of Protective Covenants.

The Architectural Control Committee shall not be liable for any claims for damages of any nature whatsoever by reason of its approval or disapproval with respect to the applications or submissions made to it. The Architectural Control Committee is neither obligated or in no way responsible for the enforcement of the restrictions in the Declaration of Protective Covenants of Cheyenne Pass or any amendments thereto. Under no circumstances shall an owner bring any claim, demand or action against the Architectural Control Committee relating in any way to a violation of the covenants by another owner.

Section 7. Deletions. The last two sentences of Paragraph 6 of the Declaration of Protective Covenants of Cheyenne Pass, First Filing which read as follows: "*However, Grantors reserve the right to use all acreage retained by Grantors as is customary in a normal livestock ranch operation. If a spring is to be developed for potable water supply, no activities shall be conducted on its water shed which may pollute the spring,*" is deleted and voided in its entirety.

This Amendment to the Declaration of Protective Covenants for the Cheyenne Pass, First Filing, shall become effective upon the date of filing with the Laramie County Clerk, State of Wyoming.

Such are hereby approved by:

*Gwen L Samuels*

*Gwen L Samuels*  
Signature of Owner of Tract  
Gwen L Samuels

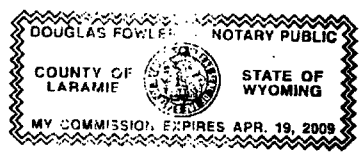
Barry Samuels  
Printed Name of Owner

# 36 & # 1  
Tract Number

STATE OF WYOMING    )  
  )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Gwen L. Samuels, this 19<sup>th</sup> day of January, 2007.  
                                  & Barry Samuels

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 4/19/08



Such are hereby approved by:

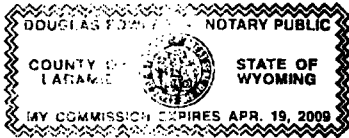
[Handwritten Signature]  
Signature of Owner of Tract

Joe Burgess  
Printed Name of Owner

# 2  
Tract Number

STATE OF WYOMING     )  
  )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Joe Burgess, this 18<sup>th</sup> day of January, 2007.



[Handwritten Signature]  
NOTARY PUBLIC  
My Commission Expires: 4/19/2009

RECORDED 2/27/2007 AT 4:15 PM REC# 468908 JK# 1994 PG# 1446  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 18

Such are hereby approved by:

Nancy S. Edwards  
Jan D. Ell  
Signature of Owner of Tract

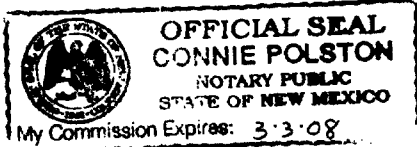
Nancy S. Edwards  
Jan D. EDWARDS  
Printed Name of Owner

Tracts 5 & 6  
Tract Number

New Mexico  
STATE OF WYOMING )  
Other ) ss.  
COUNTY OF LARAMIE )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Nancy S. Edwards +, this 31 day of January, 2007.  
Jon D. Edwards

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 3-3-08



RECORDED 2/27/2007 AT 4:15 PM REC# 468908 JK# 1994 PG# 1447  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 6 OF 18

Such are hereby approved by:

Rolf Skoetsch

Signature of Owner of Tract

ROLF SKOETSCH

Printed Name of Owner

7 (Seven)

Tract Number

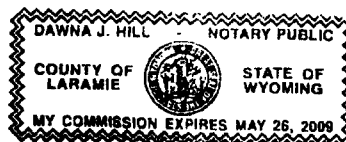
STATE OF WYOMING )  
 )ss.  
COUNTY OF LARAMIE )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Rolf Skoetsch, this 24 day of January, 2007.

Dawna J Hill

NOTARY PUBLIC

My Commission Expires: May 26 2009



RECORDED 2/27/2007 AT 4:15 PM REC# 468908 JK# 1994 PG# 1448  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 7 OF 18

Such are hereby approved by:

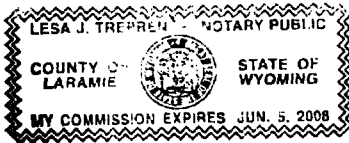
Richard L Moore  
Signature of Owner of Tract

Richard L Moore  
Printed Name of Owner

# 9  
Tract Number

STATE OF WYOMING     )  
  )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Richard L. Moore, this 24<sup>th</sup> day of January, 2007.



Lesa J Trepren  
NOTARY PUBLIC  
My Commission Expires: June 5, 2008

RECORDED 2/27/2007 AT 4:15 PM REC# 468908 K# 1994 PG# 1449  
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 8 OF 18

Such are hereby approved by:

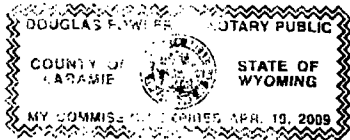
*Jan H. Paul*  
Signature of Owner of Tract

JAN H. PAUL  
Printed Name of Owner

10 & 11  
Tract Number

STATE OF WYOMING )  
 )ss.  
COUNTY OF LARAMIE )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Jan H. Paul, this 18<sup>th</sup> day of January, 2007.



*D. F. White*  
NOTARY PUBLIC  
My Commission Expires: 4/10/2009

Such are hereby approved by:

*T. W. Thompson*  
Signature of Owner of Tract

Timothy Thompson  
Printed Name of Owner



16  
Tract Number

CALIFORNIA )  
STATE OF WYOMING )  
ORANGE ) ss. (Notary)  
COUNTY OF LARAMIE )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Timothy Thompson, this 14th day of January, 2007.

February  
NOTARY PUBLIC  
My Commission Expires: Dec 30th 2007



Such are hereby approved by:

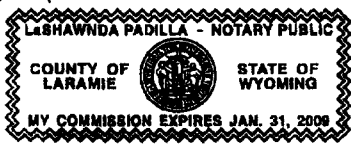
*Gayle Reed Brown*  
Signature of Owner of Tract

Gayle Reed Brown  
Printed Name of Owner

T-14  
Tract Number

STATE OF WYOMING     )  
  )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Gayle Reed Brown, this Feb. 26 day of January, 2007.



*Lashawnda Padilla*  
NOTARY PUBLIC  
My Commission Expires: Jan. 31, 2009

Such are hereby approved by:

Jacob C. Tucker  
Signature of Owner of Tract

JACOB C. TUCKER  
Printed Name of Owner

22  
Tract Number

STATE OF WYOMING    )  
                                  )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by \_\_\_\_\_, this \_\_\_\_\_ day of January, 2007.

See Attached  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

State of California

County of San Bernardino } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

*[Handwritten signature]*

Signature of Document Signer No. 1

Signature of Document Signer No 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

10<sup>th</sup> day of February, 2007, by  
Date Month Year

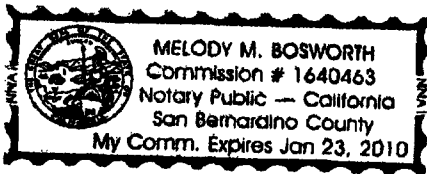
(1) Jacob C. Tucker  
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.)(.)  
(and

(2) \_\_\_\_\_  
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

*[Handwritten signature: Melody M. Bosworth]*  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*  
**Further Description of Any Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER #1  
Top of thumb here

[Empty box for thumbprint]

RIGHT THUMBPRINT OF SIGNER #2  
Top of thumb here

[Empty box for thumbprint]

Such are hereby approved by:

Thomas E. Thompson  
Signature of Owner of Tract

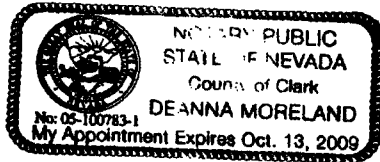
THOMAS E. THOMPSON  
Printed Name of Owner

24  
Tract Number

STATE OF ~~WYOMING~~ )  
          *Nevada* )ss.  
COUNTY OF ~~LARAMIE~~ )  
          *Clark*

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Thomas Thompson this 16<sup>th</sup> day of January, 2007.

*Deanna Moreland*  
NOTARY PUBLIC  
My Commission Expires: Oct 13, 2009



Such are hereby approved by:

Dorothy M. Green  
Signature of Owner of Tract

DOROTHY M. GREEN  
Printed Name of Owner

#25  
Tract Number

STATE OF WYOMING Missouri  
COUNTY OF LARAMIE Madison

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Dorothy M. Green, this 22 day of January, 2007.

Virginia Billinger  
Notary Public: Notary Seal  
State of Missouri County of Madison  
My Commission Expires 10/02/2009  
Commission #05520860

Virginia Billinger  
NOTARY PUBLIC  
My Commission Expires: 10-2-09

Such are hereby approved by:

Max L Fishback TTEG  
Sheri A Fishback TTEG  
Signature of Owner of Tract

MAX L FISHBACK  
SHERI A FISHBACK TTEG  
Printed Name of Owner

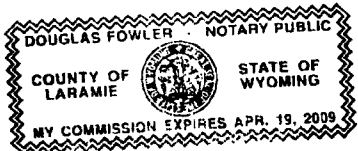
27,29,30 & 31  
Tract Number

STATE OF WYOMING    )  
                                  )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Max L. Fishback, this 19 day of January, 2007.

Sheri A Fishback  
Trustee

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 4/19/09



Such are hereby approved by:

Edward B. Magee  
Signature of Owner of Tract

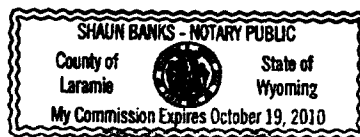
EDWARD B. MAGEE  
Printed Name of Owner

32, 33, 34  
Tract Number

STATE OF WYOMING    )  
                                  )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Edward Magee, this 27<sup>th</sup> day of January, 2007.

Shaun Banks  
NOTARY PUBLIC  
My Commission Expires October 19, 2010



Such are hereby approved by:

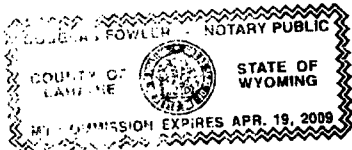
*Brook Whyte*  
Signature of Owner of Tract

BROOK W HYTE  
Printed Name of Owner

35  
Tract Number

STATE OF WYOMING    )  
                                  )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Brook Whyte, this 18<sup>th</sup> day of January, 2007.



*Debra Fowlle*  
NOTARY PUBLIC  
My Commission Expires: 4/19/09