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406 South Gillette Ave
Gillette, WY 82716
307-682-7262

# DECLARATION OF PROTECTIVE COVENANTS FOR

# FORT UNION INDUSTRIAL PARK

This Declaration of Protective Covenants (the "Declaration") is made this 19th day of July, 2018, by Green Bridge Holdings, Inc., a Wyoming corporation (the "Declarant").

## RECITALS

A. Declarant is the owner of the real property described on Exhibit A, known as the "Fort Union Industrial Park" (referred to herein as, the "Property").

B. Declarant desires to implement cohesive plans for the maintenance and preservation of the Property's common areas and common facilities, which are more particularly described below.

C. Declarant is adopting this Declaration for the benefit of all owners of tracts of land within the Property, such that separate tracts may be held, transferred and used in a manner consistent with this Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Property, and their successors and assigns.

## COVENANTS

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, and occupied subject to the covenants, conditions, restrictions, and easements (collectively, the "Covenants") set forth in this instrument.

### Article I
### Definitions

**1.** "Common Area" means all parking areas, driveways, walkways, roadways, perimeter fencing, perimeter lighting, water and sewer systems, if same are provided by the Owners' Association, and similar areas that are within the boundaries of and for common use of those users and/or tenants within the Property, exclusive of any buildings now or hereafter constructed thereon.

**2.** "Common Area Costs" herein means the actual repair, maintenance and operational expenses of the Common Area, as such expenses are from time to time reasonably and in good faith determined by the Owners' Association. Common Area Costs shall include the actual costs incurred by the Owners' Association for or in respect of: (i) installing, repairing, maintaining and/or replacing of directional and other signs, fencing, outside lighting facilities, car parking bumpers, parking lots, driveways, walkways, common roadways and other paved areas (including coating, sealing, striping, and marking) curbs, storm drainage, water and sanitary sewer facilities, if same are provided by the Owners' Association, and similar items, (ii) expenses imposed by, or necessitated by, complying with, governmental laws, regulations or requirements (now existing or hereafter imposed), including laws, regulations or requirements relating to life or safety issues, (iii) landscaping, weed spraying and mowing services, (iv) utility

bills for water, sanitary sewer or exterior lighting provided to the Common Area, and (vi any other expenses that under generally accepted accounting principles consistently applied would be considered normal maintenance or operation expenses in respect of the Common Area. Common Area Costs shall also include: (i) general liability insurance covering the Common Area in amounts as deemed advisable by the Owners' Association, and which are reasonably consistent with general liability insurance policies carried by other owners of similarly situated industrial parks in Campbell County, Wyoming; and (ii) all real estate taxes or assessments levied, assessed against, or attributable to the Common Area.

**3.** "Declarant" means Green Bridge Holdings, Inc., a Wyoming corporation, which is the owner and developer of the Property.

**4.** The "Property" means the Fort Union Industrial Park, including all Tracts, as more particularly described on Exhibit A.

**5.** "Tract" means any tract of land shown on the recorded plat of the Property, as may be amended from time to time, which is designated on the "Tract" or "Lot." "Adjoining Tract" means a Tract which is contiguous to another referenced Tract as shown on any recorded plat of the Property.

**6.** "Owner" means a person or entity who or which is the record owner of a fee or undivided fee interest in any Tract subject to these Covenants, excluding any person or entity who holds a lien or interest in a Tract as security for the performance of an obligation. Each Owner shall have the right, but not the obligation, to grant the benefits conferred upon it under this Agreement to the tenants, ground lessees or other occupants of the Tracts, but nothing herein shall be construed to create any rights in, or for the benefit of, the general public.

**7.** The "Owners' Association" shall consist of all the Members designated in accordance with the Covenants, and shall have the power and duty to administer and enforce this Declaration. The Owners' Association shall be operated by the Officers of the Owners' Association, as set forth herein.

## Article II
## Property Subject To This Declaration

**1.** **Property.** All of the Property, located in the County of Campbell, State of Wyoming, and described on Exhibit A, which includes all Tracts in the Fort Union Industrial Park, is subject to these Covenants.

**2.** **Additions to Property.** Additional land(s) may become subject to this Declaration only with the prior written consent of the majority of the outstanding votes of the Owners.

## Article III
## Membership and Voting Rights

1. **Membership.** Membership in the Owners' Association shall be appurtenant to each Tract. The record Owner of the Tract (if an individual person) is the Member. If there are multiple owners of record or if the record Owner is an entity, the Owner shall designate an individual person as the Member with respect to the Tract, provided that spouses who own a Tract together may share a single membership. In the absence of such written designation, assessments shall nevertheless be charged against the Tract and the Owner, but there shall be no right to vote the membership.

2. **Member Rights.** The Member, as designated in accordance with the Covenants, shall be the only person entitled to vote on behalf of the Owners' Association meetings and elections. Each Member's vote shall be determined by the total number of acres that particular Member's Tract bears to the whole of the Property.

3. **Votes.** There are a total of 420 Votes in the Owners' Association, which is in direct proportion to the total number of acres in the Property. Each Member's votes shall be in direct proportion to the number of acres in the particular Tract from which the membership interest arises, as set forth on Exhibit B.

4. **Quorum and Voting Rights.** Except as specifically stated in these Covenants, any action by or on behalf of the Owners' Association requiring approval of Members shall be deemed approved when it receives the affirmative vote of Members who collectively hold more than fifty percent (50%) of the outstanding Votes of the Owners' Association. A Quorum shall consist of Members owning 50% of the Tracts within the Property that comprise at least 50% of the total acreage within the Property.

5. **Meetings.** There shall be an annual meeting in the third week of April of each year, with the specific date, time, and place to be determined by the Committee. Other meetings may be scheduled by any Member upon at least 20 day's notice to all Members – such a notice must set forth the proposed meeting's agenda. All meetings may be attended in-person, by conference call, or other reasonable electronic means.

## Article IV
## Formation, Powers, and Duties of the Committee

1. **Committee.** The affairs of the Owners' Association shall be conducted by the Committee. The Committee shall consist of three Members. Initially, all Members of the Committee shall be appointed and removed by Declarant, until 75% of the Tracts in the Property have been sold by Declarant. After that time, the Members of the Committee shall be elected for calendar year terms by a majority vote of the Members of the Owners' Association. Following sale of all Tracts by the Declarant, a majority of the Owners may, at any time, call a special meeting and, by majority vote, remove and replace any member or all members of the Committee.

2. **Changes to Common Area.** The Committee shall have the right, from time to time to change or reconfigure the Common Area, to build additional buildings, parking areas, driveways, walkways, roadways, fencing, lighting and other improvements or similar items, together with the right to increase or decrease the size of the Common Area, provided that such change does not result in the inability of an Owner to access, or use, the resulting Common Areas in a manner substantially similar to the manner in which the tenants, customers or other occupants of the Property are allowed to access and use such resulting Common Areas.

3. **Powers and Duties.** The Committee shall have the following powers and duties:

**(a)** To enter into contracts, maintain bank accounts, purchase materials, labor, equipment and supplies necessary to perform functions of the Committee, and conduct all reasonable business necessary or incidental to the operation of the Owners' Association;

**(b)** To maintain continuous health and safety inspections and immediate maintenance to correct unsafe conditions;

**(c)** To maintain and repair all common roads as appropriate, and to establish and maintain reserves for maintenance and repairs;

**(d)** To enter into agreements with respect to the assessment, collection and disbursement of Owners' Association funds;

**(e)** To assess Tract Owners for funds necessary for the operation of the Owners' Association and the Committee;

**(f)** To enforce the provisions of this Declaration, place liens on Tracts, and enjoin and seek damages from any Owner for violation of the Declaration;

**(g)** To approve or disapprove any plans and specifications submitted for architectural review in accordance with Article VII of the Declaration;

**(h)** To perform other duties and responsibilities as otherwise set forth in the Declaration.

4. **Liability Limitations.** Neither the Declarant, any Member, any Owner, the Committee, nor any agent thereof shall be personally liable for (i) debts incurred by the Owners' Association; (ii) the tort or contract of another Member, whether such other Member was acting on behalf of the Owners' Association or otherwise; (iii) any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof; or (iv) any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises of the Owners' Association.

## Article V
## Common Area Rights and Obligations

1. **Pro-Rata Share of Costs.** Each Owner shall pay its pro-rata share of the Common Area Costs. Each Owner's Pro Rata Share of Common Area Costs shall be determined by the total number of acres each Owner's tract(s) bears to the whole of the Property.

2. **Annual Assessment.** Each Owner shall pay to the Owners' Association the Owner's Pro Rata Share of Common Area Costs within fifteen (15) days of invoice. The initial estimated Common Area Costs and Common Area Taxes for the calendar year 2018 for the Property is $4,200.00, which amount shall be paid by each Tract's Owner within the Property in the proportion that such Tract's acreage bears to the entire Property, upon invoice (subject to adjustment as provided below) (the **"Annual Assessment"**). Within sixty (60) days after the end of each calendar year, the Committee shall furnish to each Owner an itemized statement (the **"CAM Statement"**), certified as correct by a Certified Public Accountant or a member of the Committee, showing in reasonable detail (with reasonably detailed substantiating documentation) the (i) total cost of Common Area Costs for the immediately preceding calendar year, (ii) the amount of each Owner's Tract's Rata Share of Common Area Costs, (iii) the then-current Tract area for each Tract within the Property , and (iv) the payments made by each Tract Owner such calendar year towards each Tract's Pro Rata Share of Common Area Costs. If, based upon the CAM Statement, an adjustment in each Tract's Pro Rata Share of Common Area Costs is required, such adjustment shall be made promptly between the Committee and the Owner (the Owner paying to the Committee any shortfall, and the Committee paying to the Owner any overage, as the case may be). No later than thirty (30) days after the CAM Statement is delivered, the Committee shall adjust the Annual Assessment for the next ensuing calendar year based upon the CAM Statement for the prior year (but omitting any extraordinary, non-recurring charges). In the event of extraordinary expenses, the Committee may invoice each owner for such Owner's proportionate share of the same, providing reasonable detail and documentation to substantiate such assessment.

3. **Administrative Charge.** In connection with administering the Common Area Costs and Common Area Taxes, the Owners' Association shall be entitled to assess, and Owner(s) shall be obligated to pay, an administration fee (the **"Administrative Fee"**) against the Tract(s) in an amount not to exceed fifteen percent (15%) of the Tract's Pro Rata Share of the cost of such items for such calendar year. The foregoing administrative fee shall be included in the estimated Monthly Payment above, and shall be included in all future Monthly Payments.

4. **Contributions by Non-Owner or Non-Tenant.** For purposes of calculating an Owner's Pro Rata Share of Common Area Costs: (i) any contribution towards Common Area Costs by any party that is not an Owner or tenant shall be deleted from the total cost of Common Area Costs prior to calculation of the Owner's Pro Rata Share, (ii) in no event shall the Owner's Pro Rata Share of Common Area Costs ever include any Common Area Costs other than those referenced in Section 4 and Section 5 hereof without the prior written consent of the Owner of the Tract, (iii) in no event shall an Owner's Pro Rata Share of Common Area Taxes ever include the cost of any service or insurance that benefits property other than the Property underlying the Common Area, and (iv) in no event shall the Land's Pro Rata Share of Common Area Costs ever

include the cost of any taxes or assessments related to property other than the Property (as same may be improved by improvements other than buildings) underlying the Common Area.

5. **Protected Parking Areas.** The parking spaces serving the businesses located in the Property are an integral and critical component of the businesses conducted thereon, and interference with these parking spaces would have a material adverse impact on such businesses. Therefore, all designated parking lots may only be used for the parking of vehicles for the Owners and tenants of the Property, and their respective employees, agents, invitees, licensees and customers, and for no other purpose whatsoever without the prior written consent of the appropriate Owner and Declarant. No use that interferes with, impedes or prohibits parking, including without limitation, the erection of buildings, fences, temporary businesses, or other vertical improvements, or overnight truck parking, shall be permitted in a Protected Parking Areas without the prior written consent of the owner of the appropriate Owner and Declarant.

6. **Default.**

**A.** In the event any Owner fails to perform any provision of this Declaration, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default, and any other Owner may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period, and such Owner or its Occupant is diligently proceeding to rectify the particulars of such failure, not to exceed ninety (90) additional days; provided further, however, that in the event of an emergency, such failure shall be deemed a default if such failure is not rectified in a period reasonable for the nature and circumstances of such emergency. Any payment of the Monthly Payment which is not paid within five (5) days after same is due, shall bear interest at the rate of ten percent (10%) per annum until same is paid.

**B.** If an Owner fails to perform any provision of this Declaration other than payment of the Monthly Payment, then, upon the expiration of the cure period provided in Section 5(A), and upon an additional ten (10) days prior written notice (except that no additional notice shall be required in an emergency), any non-defaulting Owner shall have the right, but not the obligation, to enter upon the defaulting Owner's Tract to cure such default for the account of and at the expense of the Owner of such Tract, unless in a nonemergency situation, the Owner of such Tract commences to cure such default within such ten (10) day period, and thereafter diligently pursues such cure to completion. If a non-defaulting Owner exercises its self-help right, then, within ten (10) days after receipt of an invoice from such non-defaulting Owner, the defaulting Owner shall reimburse to such non-defaulting Owner all costs reasonably incurred by the non-defaulting Owner in curing such default. The self-help rights described in this Section 5(B) shall include, without limitation, the right to remove any violations of Section 5 hereof after complying with the grace or notice provisions of Section 5.

**C.** By acceptance of a deed for a Tract, each Owner is deemed to agree to pay the Owners' Association the assessments authorized by this Declaration.

**D.** The Owners' Association shall have a lien against each Tract to secure the payment of all assessments levied pursuant to this Declaration, and expenses incurred in connection with the enforcement of the lien, including interest, costs and reasonable attorneys' fees. Such lien shall be subordinate only to tax liens of the State of Wyoming and its political subdivisions for taxes past due and unpaid on the Tract. Each lien may be enforced by appropriate judicial proceedings, and the amounts secured by the lien shall be the obligation of the Owner.

**E.** In addition to the remedies set forth in this Declaration, each person entitled to enforce this Declaration shall have all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein or by law or in equity provided, but each shall be cumulative.

**7.** **Attorneys' Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

**8.** **Subdivision.** All Tracts owned by the Declarant may be subdivided as allowed under applicable law and regulation.

**9.** **Additions to Property.** Additional land(s) may become subject to this Declaration only with the prior written consent of the majority of the outstanding votes of the Owners.

## Article VI
## Easements

**1.** **Utility Easements.** The Declarant reserves easements for installation, maintenance, repair and removal of utilities over, under and across the Property. This reservation includes full rights of ingress and egress by the Declarant, representatives of the Owners' Association, and any bona fide utility company for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in any easement area that would interfere with the use of such easement, or with the use, maintenance, operation or installation of such utility.

## Article VIII
## General Provisions

**1.** **Duration**. The Covenants of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Owners' Association or the Owners subject to this Declaration. The Covenants shall run perpetually, subject to the rights of the Owners to

terminate them. Such termination requires the written consent of the Owners of not less than seventy five percent (75%) of the Tracts.

2. **Amendments**. The Covenants may be amended only with the written consent of the Owners of seventy-five percent (75%) of the Tracts, duly recorded in the records of Campbell County, Wyoming, provided that no amendment may be made without consent of the Declarant prior to sale of all Tracts by the Declarant.

3. **Enforcement**. The Covenants may be enforced by a proceeding initiated by any Owner, the Declarant, or the Owners' Association against any person or persons violating or attempting to violate the Covenants, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Declarant shall not have any obligation to enforce the Covenants.

4. **Severability**. If any provision of this Declaration is held to be illegal or unenforceable, the remaining provisions shall be considered valid and enforceable.

5. **Assigns; Beneficiaries**. This Agreement shall inure to the benefit of and be binding on the Owners and their respective heirs, legal representatives, successors and assigns, including future owners of all or portions of the Property or the Land. This Agreement is for the sole benefit of the Owners of the Tracts, and no third party is intended to be a beneficiary of this Agreement. This Agreement shall constitute a covenant and agreement that runs with the land.

6. **Invalid Provisions**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable as if such invalid or unenforceable provisions had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Executed this 19th day of July, 2018.

[Signature Page Follows]

**Green Bridge Holdings, Inc.,**
**a Wyoming corporation**

By: _____
James Nairne, President

STATE OF MICHIGAN )
) ss
COUNTY OF LEELANAU )

The foregoing instrument was acknowledged before me this 19th day of July, 2018, by James Nairne, as President of Green Bridge Holdings, Inc.

Witness my hand and official seal.

_____
Notary Public Christine R. Trejo

My Commission Expires: 05/24/2024

CHRISTINE R TREJO
NOTARY PUBLIC - MICHIGAN
LEELANAU COUNTY
MY COMMISSION EXPIRES 05/24/2024
ACTING IN LEELANAU COUNTY

CHRISTINE R. TREJO, MI NOTARY PUBLIC LEELANAU COUNTY

# EXHIBIT A

**Legal Description - Fort Union Industrial Park**
**July 19, 2018**

A parcel located in portions of the SW4SE4 of Section 29, E2 & E2W2 Section 32 and the W2 Section 33, T51N, R71W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the southeast section corner of said Section 32, being monumented by a brass cap stamped LS 529 and being the point of beginning;

Thence along the south section line of said Section 32, S89°59'40"E, 2612.89 feet to a point on the existing railroad right of way, as recorded in Book 361 Photos, Page 449 as recorded in the Campbell County Clerks Records, monumented by a plastic cap stamped LS 584;

Thence along said railroad right of way, N29°49'11"W, 411.45 feet to an angle point;

Thence continuing along said railroad right of way for the following courses;

- N16°18'02"E, 113.17 feet to an angle point;
- N29°36'25"W, 992.41 feet to an angle point;
- S89°47'35"W, 34.31 feet to the beginning of a spiral curve concave to the west;
- Through said spiral curve having a Degree of Curve of 10°42'35", a spiral length of 624.89 feet, a chord bearing of N31°59'23"W and a chord length of 623.98 feet to the end of spiral and the beginning of a circular curve concave to the west;
- Through said curve with a delta angle of 14°21'23", a radius length of 1759.86 feet, an arc length of 440.96 feet, a chord bearing of N46°22'46"W and a chord length of 439.81 feet to the end of circular curve and the beginning of spiral curve concave to the west;
- Through said spiral curve having a Degree of Curve of 1°09'34", a spiral length of 111.03 feet, a chord bearing of N55°54'22"W and a chord length of 111.03 feet to the end of spiral curve;
- S77°47'54"W, 182.69 feet to the beginning of a spiral curve concave to the west;
- Through said spiral curve having a Degree of Curve of 1°09'54", a spiral length of 118.04 feet, a chord bearing of N57°54'22"W and a chord length of 118.04 feet to the end of spiral curve;
- N59°38'37"W, 1027.39 feet to an angle point;
- N00°11'56"E, 194.06 feet to an angle point;
- N59°38'19"W, 206.56 feet to the beginning of a spiral curve concave to the southwest;
- Through said spiral curve having a Degree of Curve of 6°32'00", a spiral length of 432.10 feet, a chord bearing of N55°48'03"W and a chord length of 431.86 feet to the end of spiral and the beginning of a circular curve concave to the southwest;
- Through said curve with a delta angle of 23°28'10", a radius length of 2019.86 feet, an arc length of 827.37 feet, a chord bearing of N41°56'13"W and a chord length of 821.60 feet to the end of circular curve and the beginning of spiral curve concave to the southwest;
- Through said spiral curve having a Degree of Curve of 6°32'00", a spiral length of 432.10 feet, a chord bearing of N26°01'53"W and a chord length of 431.86 feet to the end of spiral curve;
- N23°51'11"W, 735.46 feet to an angle point;
- N68°38'24"W, 127.23 feet to an angle point;
- N23°30'12"W, 1000.90 feet to a point on southeasterly right of way of the proposed Garner Lake Road;

Thence along said southeasterly right of way, S21°28'42"W, 150.19 feet to an angle point;

Thence continuing along said southeasterly right of way for the following courses;

- S68°31'18"E, 69.98 feet to an angle point;
- S21°28'42"W, 190.92 feet to the beginning of a circular curve concave to the northwest;
- Through said curve with a delta angle of 20°52'04", a radius length of 2870.00 feet, an arc length of 1045.29 feet, a chord bearing of S32°42'23"W and a chord length of 1039.52 feet to a point;

- S43°56'04"W, 514.07 feet to an angle point;
- N46°03'56"W, 69.98 feet to an angle point;
- S42°41'11"W, 233.27 feet to the beginning of a circular curve concave to the southeast;
- Through said curve with a delta angle of 3°57'19", a radius length of 1710.00 feet, an arc length of 118.04 feet, a chord bearing of S38°09'28"W and a chord length of 118.02 feet to a point;
- S53°49'34"E, 50.00 feet to the beginning of a circular curve concave to the southeast;
- Through said curve with a delta angle of 7°19'15", a radius length of 1660.00 feet, an arc length of 212.10 feet, a chord bearing of S32°31'11"W and a chord length of 211.96 feet to a point;
- S89°24'25"W, 56.67 feet to the beginning of a circular curve concave to the east;
- Through said curve with a delta angle of 12°10'02", a radius length of 1689.54 feet, an arc length of 358.79 feet, a chord bearing of S24°20'26"W and a chord length of 358.11 feet to a point;
- N71°44'35"W, 61.98 feet to the beginning of a circular curve concave to the east;
- Through said curve with a delta angle of 3°35'23", a radius length of 5418.66 feet, an arc length of 339.50 feet, a chord bearing of S8°07'53"W and a chord length of 339.44 feet to a point;
- S4°32'12"W, 234.26 feet to an angle point;
- S3°47'02"W, 574.86 feet to an angle point;
- S2°45'55"W, 234.74 feet to an angle point;
- N89°29'14"E, 22.99 feet to the beginning of a circular curve concave to the east;
- Through said curve with a delta angle of 44°26'41", a radius length of 1709.53 feet, an arc length of 1326.09 feet, a chord bearing of S22°44'07"E and a chord length of 1293.10 feet to a point;
- S47°30'29"E, 233.26 feet to an angle point;
- S48°45'22"E, 860.39 feet to the beginning of a circular curve concave to the southwest;
- Through said curve with a delta angle of 10°13'56", a radius length of 2599.29 feet, an arc length of 464.20 feet, a chord bearing of S43°38'24"E and a chord length of 463.58 feet to a point on the south section of aforementioned Section 32, from which the south quarter corner lies S89°50'04"W, 554.29 feet, monumented by a 1985 BLM brass cap;

Thence leaving said southwesterly right of way, along said south section line, N89°43'39"E, 674.61 feet to an angle point;

Thence continuing along said south section line, N89°53'03"E, 1454.90 feet to the point of beginning.

Excepting therefrom the following parcel:

Commencing at the southwest corner of Lot 2 of Ft. Union Industrial Park, monumented by an aluminum cap stamped LS 5008 and being the point of beginning, from which the southeast section corner of said Section 32 lies S45°02'28"E, 4038.96 feet, being monumented by a brass cap stamped LS 529;

Thence along the exterior boundary of the "NOT INCLUDED IN THIS SUBDIVISION" parcel for the following courses;

- N22°41'13"E, 1029.27 feet to the beginning of a circular curve concave to the south;
- Through said curve with a delta angle of 20°18'00", a radius length of 692.00 feet, an arc length of 245.18 feet, a chord bearing of S57°52'11"E and a chord length of 243.90 feet to the beginning of a circular curve concave to the southwest;
- Through said curve with a delta angle of 22°58'58", a radius length of 696.81 feet, an arc length of 279.51 feet, a chord bearing of S35°53'42"E and a chord length of 277.64 feet to a point;
- S27°01'43"E, 227.44 feet to the beginning of a circular curve concave to the west;
- Through said curve with a delta angle of 27°55'59", a radius length of 683.50 feet, an arc length of 333.22 feet, a chord bearing of S05°56'02"W and a chord length of 329.93 feet to the beginning of a circular curve concave to the west;
- Through said curve with a delta angle of 6°47'36", a radius length of 747.47 feet, an arc length of 88.63 feet, a chord bearing of S23°01'19"W and a chord length of 88.57 feet to a point;
- S61°07'36"E, 100.08 feet to the beginning of a circular curve concave to the west;

- Through said curve with a delta angle of 7°05'26", a radius length of 847.47 feet, an arc length of 104.88 feet, a chord bearing of N23°09'47"E and a chord length of 104.81 feet to the beginning of a circular curve concave to the west;
- Through said curve with a delta angle of 34°16'37", a radius length of 837.91 feet, an arc length of 501.28 feet, a chord bearing of N02°22'04"E and a chord length of 493.84 feet to a point;
- N63°48'14"E, 146.86 feet to a point;
- S34°27'13"E, 329.81 feet to a point;
- S35°42'54"E, 206.77 feet to a point;
- S11°13'17"W, 58.99 feet to a point;
- S11°13'17"W, 70.62 feet to a point;
- S89°42'46"W, 253.71 feet to a point;
- S20°24'45"E, 145.48 feet to a point;
- S70°21'35"W, 366.21 feet to a point;
- N19°38'25"W, 28.67 feet to a point;
- N29°47'28"E, 117.54 feet to a point;
- N61°08'08"W, 85.00 feet to a point;
- S29°50'14"W, 237.07 feet to a point;
- N67°48'45"W, 659.21 feet to a point;
- N67°48'45"W, 67.09 feet to the point of beginning.
-

Said industrial park contains 430.063 acres more or less.

All areas are computed at ground.

All measured distances are grid, for conversion to ground, multiply by 1.00026964.

The basis of bearing is Wyoming State Plane Grid, NAD83, East Zone (4901).

# Exhibit B

## Votes

| | | | |
|---|---|---|---|
| 1. | Tract A | 32.5 | Votes |
| 2. | Tract B | 91.6 | Votes |
| 3. | Tract C | 69.3 | Votes |
| 4. | Tract D | 27.5 | Votes |
| 5. | Tract E | 18.3 | Votes |
| 6. | Tract F | 79.3 | Votes |
| 7. | Lot 1 | 14.6 | Votes |
| 8. | Lot 2 | 16.3 | Votes |
| 9. | Lot 3 | 4.6 | Votes |
| 10. | Lot 4 | 2.5 | Votes |
| 11. | Lot 5 | 7.0 | Votes |
| 12. | Lot 6 | 4.0 | Votes |
| 13. | Lot 7 | 21.4 | Votes |
| 14. | Lot 8 | 12.3 | Votes |
| 15. | Lot 9 | 18.8 | Votes |
| | Total | 420.0 | |

RECORDED ✓
ABSTRACTED
INDEXED ✓
CHECKED

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CLERK

1052608 Recorded on 04/05/2019 at 08:54 Fee 48.00
Book 3196 of PHOTOS Pages 674 to 686
Susan F. Saunders, Campbell County Clerk by: A. CARTWRIGHT