

SCALE 1 INCH = 200 FEET

SURVEYOR'S CERTIFICATE

STATE OF WYOMING)
 COUNTY OF GOSHEN)
 I, RUSSELL D. SCHAMEL, of 402 ENGINEERING AND LAND SURVEYING OF TORRINGTON, WYOMING DO HEREBY CERTIFY THAT THIS PLAT OF THE INDUSTRIAL PARK WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY ON JUNE 30, 1981 AND THAT IT CORRECTLY REPRESENTS THE LOTS, BLOCKS, STREETS AND UTILITIES EASEMENTS AS APPEARS ON THIS PLAT, AND THAT THE LANDS EMBRACED IN THIS SUBDIVISION ARE THAT PART OF NE 1/4 AND THE SE 1/4 OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 61 WEST OF THE 6TH P.M. GOSHEN COUNTY, WYO., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE "SECOND SOUTH-TORRINGTON SUBDIVISION" OF GOSHEN COUNTY, WYOMING, WHICH CORNER IS THE INTERSECTION OF THE SOUTH BOUNDARY OF DOWNING ROAD (FIFTH AVENUE) AND THE WEST BOUNDARY OF RAILROAD STREET (FIRST STREET) AS PLATTED IN SAID "SECOND SOUTH-TORRINGTON SUBDIVISION"; AND WHICH CORNER IS LOCATED S 00°06'16"E A DISTANCE OF 123 FEET FROM THE NORTH LINE OF SECTION 22, T24N, R61W, AND 340 FEET EAST FROM THE WEST LINE OF NE 1/4 NW 1/4 OF SAID SECTION 22; THENCE S 89°47'56"E, ALONG THE SOUTH BOUNDARY OF SAID DOWNING ROAD (FIFTH AVE.) AND PARALLEL TO THE NORTH LINE OF SECTION 22, A DISTANCE OF 3645.65 FEET TO THE EAST LINE OF THE NE 1/4 OF SECTION 22; (S 89°47'56"E BEING THE ASTRONOMIC BEARING OF THE NORTH LINE OF SECTION 22 BASED ON SOLAR OBSERVATION) AT THE NORTH QUARTER CORNER OF SAID SECTION 22 WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO) THENCE S 00°05'01"W, ALONG THE EAST LINE OF THE NE 1/4 OF SECTION 22, A DISTANCE OF 1576.18 FEET; THENCE N 72°06'26"W, ALONG THE NORTH BOUNDARY OF THE IVAN BATH FARM, A DISTANCE OF 3428.21 FEET; THENCE S 89°33'34"W, AT RIGHT ANGLES WITH THE WEST LINE OF RAILROAD STREET (FIRST STREET) IN THE "SECOND SOUTH-TORRINGTON SUBDIVISION" AND ALONG THE NORTH BOUNDARY OF THE AFORESAID IVAN BATH FARM, A DISTANCE OF 386 FEET; THENCE S 00°05'26"E, ALONG THE EXTENSION SOUTH OF SAID WEST LINE OF RAILROAD STREET (FIRST STREET), A DISTANCE OF 9.42 FEET TO THE SOUTH LINE OF THE NE 1/4 NW 1/4 OF SECTION 22; THENCE N 89°25'50"W, ALONG SAID SOUTH LINE OF THE NE 1/4 NW 1/4 OF SECTION 22, A DISTANCE OF 300 FEET TO THE EAST RIGHT-OF-WAY BOUNDARY OF U.S. HIGHWAY 101 OF, THENCE N 00°06'26"W, ALONG SAID EAST RIGHT-OF-WAY BOUNDARY OF U.S. HIGHWAY 101, A DISTANCE OF 85.19 FEET TO THE SOUTH BOUNDARY OF THE JIRRON WYOMING COMPANY PROPERTY; THENCE S 89°25'50"E, PARALLEL TO THE SOUTH LINE OF THE NE 1/4 NW 1/4 OF SECTION 22, A DISTANCE OF 300 FEET ALONG THE SOUTH BOUNDARY OF THE JIRRON WYOMING COMPANY PROPERTY; THENCE S 00°06'26"E, ALONG THE EXTENSION SOUTH OF THE WEST LINE OF RAILROAD STREET (FIRST STREET), A DISTANCE OF 25.81 FEET; THENCE S 89°54'18"E, ALONG THE SOUTH BOUNDARY OF THE JIRRON WYOMING COMPANY PROPERTY A DISTANCE OF 125 FEET; THENCE N 00°06'26"W, PARALLEL TO THE WEST LINE OF RAILROAD STREET (FIRST ST.), A DISTANCE OF 230 FEET ALONG THE WEST BOUNDARY OF THE JIRRON WYOMING COMPANY PROPERTY; THENCE N 30°15'14"W ALONG THE EASTERN BOUNDARY OF THE JIRRON WYOMING COMPANY PROPERTY A DISTANCE OF 248.91 FEET TO A POINT ON THE EXTENSION SOUTH OF THE WEST LINE OF SAID RAILROAD STREET (FIRST STREET) IN THE "SECOND SOUTH-TORRINGTON SUBDIVISION"; THENCE N 00°06'26"W, ALONG SAID EXTENSION SOUTH OF THE WEST LINE OF RAILROAD STREET (FIRST STREET), A DISTANCE OF 43.19 FEET TO THE POINT OF BEGINNING, CONTAINING 83.38 ACRES MORE OR LESS.

WYOMING R.L.S. #3511
 RUSSELL D. SCHAMEL
 Russell Schamel
 SURVEYOR

GOSHEN COUNTY

THE FOREGOING PLAT OF THE INDUSTRIAL PARK, GOSHEN COUNTY, WYOMING IS HEREBY APPROVED THIS 12th DAY OF DECEMBER, 1981.
 ATTEST: *Frank Johnson* COUNTY CLERK

TOWN OF TORRINGTON

THE FOREGOING PLAT OF THE INDUSTRIAL PARK, TORRINGTON, WYOMING IS HEREBY APPROVED THIS 12th DAY OF DECEMBER, 1981.
 ATTEST: *John Smith* TOWN CLERK

DEDICATION

KNOWN ALL MEN BY THESE PRESENT THAT THE TOWN OF TORRINGTON, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WYOMING, OWNER IN FEE SIMPLE OF THE LANDS EMBRACED BY THIS PLAT AND DESCRIPTION OF THE INDUSTRIAL PARK, DOES HEREBY DECLARE THE SUBDIVISION OF SAID LAND AS APPEARS ON THIS PLAT, TO BE ITS FREE ACT AND DEED AND IN ACCORDANCE WITH ITS DESIRES, AND DOES HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL OF THE STREETS AND EASEMENTS SHOWN HEREON, AND BY ACTION OF THE MAYOR AND THE TOWN COUNCIL, HAVE BEEN AUTHORIZED TO EXECUTE THIS DEDICATION ON BEHALF OF THE TOWN OF TORRINGTON.
 ATTEST: *John Smith* TOWN CLERK

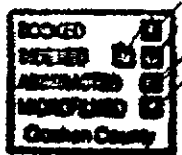
ACKNOWLEDGEMENT

ON THIS 12th DAY OF DECEMBER, 1981, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WYOMING, APPEARED BLAINE EDWIN, WILLBERT HERBERT, THOMAS G. WALRATH, MICHAEL E. VARNER, AND NEAL WILLIAMS; TO ME KNOWN AS MAYOR AND COUNCILMEMBER, RESPECTIVELY, OF THE TOWN OF TORRINGTON, AND ACKNOWLEDGED THAT THEY HAD EXECUTED THE FOREGOING DEDICATION TO BE THE FREE ACT & DEED OF SAID CORPORATION AND FOR THE PURPOSES HEREBIN MENTIONED.
 IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF MY OFFICE THE DAY AND YEAR FIRST ABOVE WRITTEN.
 MY COMMISSION EXPIRES *November 6, 1984*
Richard L. Brown
 NOTARY PUBLIC

685215
 9:10 A.M.

402 Engineering and Land Surveying
 P.O. BOX 19 - TORRINGTON, WYOMING

MAP OF
the INDUSTRIAL PARK
TOWN OF TORRINGTON, WYO.



745159

STATE OF WYOMING } ss
COUNTY OF GOSHEN }

RECORDED 3-13 1990

AT 10:40 O'CLOCK AM

BOOK 502 PAGE 518

WENDELL E. GRAPES
GOSHEN COUNTY CLERK *ds*

DECLARATION OF PROTECTIVE COVENANTS

INDUSTRIAL PARK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That THE TOWN OF TORRINGTON, WYOMING, a Wyoming municipal corporation, and Rodney E. Harris and Shirley J. Harris, husband and wife, being the owners of all the lots and land in:

INDUSTRIAL PARK ADDITION to the Town of Torrington,
Goshen County, Wyoming,

and desiring to keep said lots available for primary use as a commercial and industrial area in the future, does hereby make the following covenants and declarations as to limitations and restrictions on uses to which the property described above may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land and shall accrue to and be binding upon all future owners of the property.

The purpose of these restrictions is to insure the use of the property for attractive industrial, commercial, and business purposes, to prevent nuisances, and to secure to each lot owner the full industrial, commercial and business benefit of his property, with no greater restriction upon the free and un-hindered use of his property than in necessary and to insure the same advantages to the other owners.

All lots described above shall be subject to the following covenants and restrictions, to-wit:

A. Said property shall be improved only by the erection of commercial or industrial buildings constructed of quality materials, together with outbuildings made of quality materials which may be attached or detached from said main commercial buildings; no unapproved old buildings, whether intended for use in whole or in part as the main commercial structure or for use as a garage or other outbuilding, shall be moved upon said premises. Each commercial unit shall be occupied by a business enterprise and shall not in any manner be used as a residential

unit. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding placed or erected on said real property shall at any time be used as a commercial building, temporary or permanent, nor shall any structure of a temporary nature be used as a commercial building. Modular and precut buildings may be placed or erected on said real property, subject to prior written approval of the committee hereinafter provided for.

B. Any person or commercial entity receiving title to a portion of the above-described land shall, within twelve (12) months after receiving such deed, commence construction of a commercial building on the property conveyed and shall have the same ready for occupancy as a commercial building within twelve (12) months from commencing construction. Thereafter, such commercial property shall not be unoccupied or not used for commercial purposes for any period of two (2) consecutive years. Any title holder to land in the Industrial Park Addition to the Town of Torrington, Goshen County, Wyoming, save the Town of Torrington, who does not commence and complete construction as set forth herein or in any manner allows the subject commercial property to be abandoned or not used commercially for a period of two (2) continuous years after the initial two (2) year construction period shall suffer the title to such commercial property to be forfeited and the said title shall revert back to the Town of Torrington, Wyoming.

C. No billboards, junkyards, or accumulation of junk items shall be maintained upon or in connection with the real property above-described, provided, however, that each commercial enterprise locating within the above-described property may erect on said property a sign denoting and announcing their business and its nature, said signs to receive the prior written approval of the committee hereinafter provided for before placement, with a general business sign placed upon the directory sign at the park entrance. No trash, dumps, junk cars or junk machinery shall be

placed upon the property. No noxious or offensive activity, as determined by the Industrial Park committee, will be permitted to be done on the said lands which is or might become a nuisance to the owner or owners of any of said lands or which may violate state, local or national laws or regulations.

D. No animals, birds, or fowl shall be kept or maintained on any part of the property, except animals necessary to protect or guard the property. All watch or guard animals shall be strictly controlled at all times and shall not be allowed to run free on the unenclosed premises of the owner. Any structures for the housing of animals allowed hereunder shall be attractive and conform and harmonize with the external design of the commercial structure upon the lot and other existing structures in the Industrial Park Subdivision. Provided, however, that at the present time a portion of said Industrial Park Subdivision is being farmed, with farming contemplated to continue until the area is sold for commercial purposes. Until such event occurs, animals incident to such farming operation shall be permitted upon the area farmed.

E. No trees are to be planted nearer than fifteen (15) feet to any easement line. No trees, plantings or structures shall be allowed which would obstruct the view of vehicular traffic at any corner lot.

F. Easement is reserved, as shown by the recorded plat, on each lot for utility installation and maintenance and for placement and maintenance of a railroad spur line.

G. Prior to placement or erection of any structures on the real property described herein, the prior written approval of the Industrial Park committee shall be obtained.

H. Garbage containers shall be as required by the Town of Torrington and shall be kept and maintained as per directions of the Superintendent of the Town of Torrington Sanitation Department. Each owner shall maintain all garbage containers in a

suitable enclosure or keep the same adequately covered such as to prevent the containers from being knocked over or gotten into by any animals.

I. The owner of each tract shall control the weeds and all noxious plants on his tract, provided, however, that said owner shall not make use of poisons harmful to humans or animals in the enjoyment of the occupancy of said property or in complying with this covenant.

J. No hunting of birds, animals or wildlife nor discharge of firearms will be permitted upon the property herein described.

K. The public health laws of the State of Wyoming shall be strictly adhered to by the occupants of the above-described real property and violation of such laws shall be enforceable under the enforcement provisions set forth in this document.

L. There shall be no incineration or burning of garbage, trash or other waste or debris on any building lot. All such waste material shall be hauled for disposition to a designated area or shall be disposed of in such manner as may be required and designated by the Town of Torrington, Wyoming.

M. Each building site owner shall be responsible for the cost of supplying water and sewer services to his site. Water and sewer services supplied to each building site shall be in accordance with Town directives and requirements. All wells, sewer and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency and in accordance with any rules established by the Town not inconsistent therewith. Notwithstanding anything herein to the contrary, if any owner is situated such that his commercial enterprise may connect with the Town of Torrington sewer and/or water system or the South Torrington sewer and/or water system, such owners shall connect with the available system and avail himself of the services of

either the Town of Torrington or South Torrington system, whichever is available for his use.

N. In the interest of public health and sanitation, the lands above-described will not be used for purposes that would result in the pollution of any waterway flowing through or adjacent to such property, or refuse, sewage or other materials that tend to pollute the waters of any stream or aquifer or would otherwise impair the ecological balance of the surrounding lands.

O. No excavation for stone, gravel or earth shall be made on any of the lots described herein except for walls, basements or cellars of commercial buildings.

P. The owner or any commercial building which shall be constructed on any portion of the premises described prior shall cause that portion of such land owned by him and not used for building purposes, parking or driveways to be suitable landscaped as will make said property attractive and as will prevent the topsoil on the same from blowing or eroding.

Q. Notwithstanding anything herein to the contrary, no building or structure of any kind, including walls, fences and signs shall be erected, altered, placed, assembled or permitted to remain on any lot, unless or until plans showing the type of use, location, size and architectural design and color scheme of all proposed structures, driveways, walks, loading areas and parking areas have been approved in writing by the Industrial Park committee.

R. The Industrial Park committee shall consist of three (3) members appointed by the Mayor and Town Council of the Town of Torrington, Wyoming, one (1) of whom shall be a member of the Goshen County Economic Development Corporation. The term of each committee member shall be for a period of four (4) years. The decision of any two (2) members of said committee shall determine all questions as to conduct and decisions of said committee. In the event of the death or resignation of any

member of the committee, the Town shall promptly appoint a successor member to the committee who shall finish the term of the resigning or deceased committee member. No committee member shall be compensated for services rendered pursuant to these covenants. The committee's approval or disapproval of plans and specifications as required by these covenants shall be in writing. In the event the committee fails to approve or disapprove plans or specifications as submitted within sixty (60) days after submission, and if no suit to enjoin construction has been commenced prior to the completion of improvements, committee approval shall not be required and this covenant shall be deemed fully complied with. The building inspector of the Town of Torrington shall be an ex-officio member of said committee and shall, prior to any committee decision, inform said committee of whether the proposed specifications and plans proposed comply with the Town's zoning ordinances and with any other state, local or national laws or regulations.

S. The members of the Industrial Park committee will not be liable for damages to anyone submitting plans for approval or to any owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance, arising out of or in connection with their approval or failure to approve any such plans.

T. The Industrial Park committee may permit reasonable deviations from the requirements of these covenants and restrictions, if allowable by law, including light residential occupancy for custodial or watchman quarters.

U. No building shall be located on any lot nearer than sixty-five (65) feet from the center line of any dedicated street or road. No building shall be located on any lot nearer than ten (10) feet from the nearest line of any easement or right of way. The setback required from the side and rear property lines shall be subject to the approval of the Industrial Park committee,

provided that no more than fifty (50) feet of side yard setback, nor more than fifty (50) feet of rear yard setback, shall be required. No building shall be erected which would occupy more than sixty percent (60%) of the lot area upon which the building is located, with walkways and approaches not to be considered as a part of the building, but loading docks, accessory buildings and similar structures to be deemed a part of the building.

V. No vehicle parking shall be permitted nearer than twenty (20) feet from the street property lines nor nearer than ten (10) feet from the side of real property lines, unless with the written approval of the Industrial Park committee. On-site parking shall be provided for all vehicle use reasonably expected, including trucks, trailers and employee and visitor parking. All parking areas shall be graveled, paved or otherwise surfaced to provide dust-free, all-weather parking.

W. On any of the property described herein, all setback areas facing streets between the front building line and the street, with the exception of driveways, sidewalks and permitted parking, shall be used exclusively for the planting and growing of trees, shrubs, lawns, gardens and other ground covering or landscaping material approved by the Industrial Park committee. Unused land reserved for future expansion or other purposes shall be maintained and kept free of weeds or other unsightly plant growth, rubbish and debris. All landscaping must be maintained by the site owner or occupant to the reasonable standard of the Industrial Park committee for neatness and beauty.

X. No labor camps, oil or gas drilling, oil refining, quarrying or mining operations, stockyards or slaughter operations, or rendering work or smelting shall be permitted on the lands described herein.

Y. The users and owners of the lands herein described must, in addition to the other requirements set forth prior, adequately light the front, rear and storage areas of their buildings;

provide off-street parking to accommodate adequately the vehicles of their customers and employees; store materials or park vehicles for long terms only at the rear of buildings or in other areas which are not unattractive and which do not intrude upon the street or areas in front of the buildings; maintain the parking areas, access roads from the streets and other driveways and their immediate surroundings in a neat and clean manner; and adequately landscape all property to harmonize with buildings and parking areas, if any.

Z. The site owner or occupant shall not cause or make any excessive noise, odor or harmful sewage or vibration that could reasonably be objectionable to other occupants or site owners or that reasonably conflicts with the planned purposes and restrictions of the subdivision. No site owner shall in any case create or maintain a legal nuisance.

AA. No person or entity, other than the Town of Torrington, shall be permitted to divide or sub-divide lots or sell less than a full lot in the Industrial Park Subdivision without having first procured the written permission of the Town.

BB. If the owner or occupant of any lot described herein shall violate or attempt to violate any covenants herein set forth, it shall be lawful for any other person or persons or business entity owning real estate situate in the Industrial Park Addition to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and to recover damages for such violation of these covenants. In any action for the enforcement of these restrictions, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including reasonable attorney fees.

CC. These covenants, restrictions and conditions shall operate as covenants running with the land for the benefit of any and all persons who may now own or may hereafter own property in

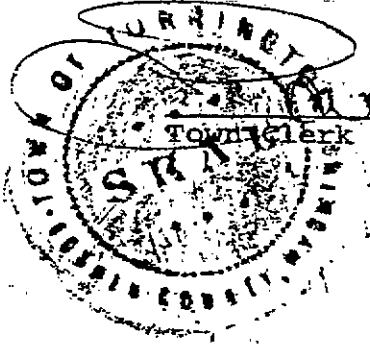
the Industrial Park Addition to the Town of Torrington, Goshen County, Wyoming.

DD. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way effect any of the other provisions of these covenants, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner of the Industrial Park Addition to the Town of Torrington, Goshen County, Wyoming, does hereby cause this instrument to be executed this 13 day of March, 1990.

TOWN OF TORRINGTON, WYOMING

ATTEST:



[Signature]
Town Clerk

By [Signature]
Mayor

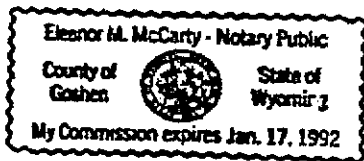
[Signature]
Rodney E. Harris

[Signature]
Shirley J. Harris

STATE OF WYOMING)
) SS.
COUNTY OF GOSHEN)

On this 13 day of March, 1990, before me personally appeared Edward T. Jolovich, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the Town of Torrington, Wyoming, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its Town Council and said Mayor acknowledged said instrument to be the free act and deed of said municipal corporation.

Given under my hand and notarial seal this 13 day of March, 1990.



[Signature]
Notary Public

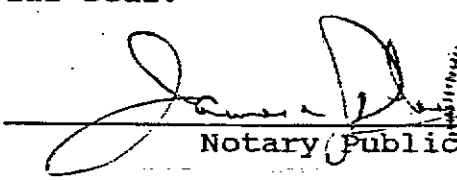
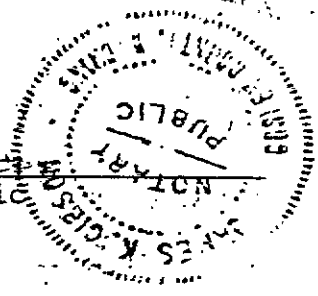
My commission expires: _____

ACKNOWLEDGEMENTS CONTINUED ON FOLLOWING PAGE

STATE OF WYOMING)
) SS.
COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by
Rodney E. Harris and Shirley J. Harris, husband and wife, this
13th day of March, 1990.

Witness my hand and official seal.


Notary Public 

My commission expires: June 20, 1993