

STATE OF Wisconsin)
County of Dunn)

TO THE PUBLIC: DECLARATION OF PROTECTIVE AND RESTRICTIVE
COVENANTS FOR THE "SADDLEBACK HILLS".

This declaration, made on the date hereinafter set for by Merlin Burton for
Burton Properties, Inc. of N. 12099 State Road 79, Downing, WI 54734,
hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Johnson County,
State of Wyoming, which is designated as the "SADDLEBACK HILLS", situate
in Johnson County, Wyoming, as the same is described in Exhibit "A" attached
hereto and incorporated herein by reference, and;

WHEREAS, Declarant desires to place certain restrictive and protective
covenants on the lands which comprise the "SADDLEBACK HILLS" for the
betterment of health, safety, and welfare of the owners and occupants of said
lots;

NOW THEREFORE, Declarant hereby declares that all property 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 all of the lots comprising the "SADDLEBACK
HILLS", and herein specifying that these declarations shall constitute covenants
not merely personal, but covenants the benefits and burdens of which run with all
of the land and binding upon all parties having any right, title, or interest in the
land of any part thereof, their heirs, successors and assigns, and shall insure to
the benefit of each owner of land in the "SADDLEBACK HILLS".

1. LAND USE AND BUILDINGS. Subject to the provisions of the covenants
hereof, all Lots in the SaddleBack Hills shall be known, described, and
used for residential purposes only. Only **one single family dwelling,**
one guest house as hereinafter defined, one barn, one shop and other
outbuildings shall be erected, altered, placed or permitted to remain on
any Lot. For purposes of these covenants, a **single-family-dwelling**
shall be defined as a residence in which one family unit, and one family
unit only, resides whether permanently or temporarily. Single family
dwellings shall not exceed three (3) stories in height on any elevation and
shall not be less than 1100 square feet in size on the main floor (footprint)
of the residence. Garage, porches, basements are not to be included in
the square footage requirements. A **guest house** shall be defined as a
dwelling to be used for purposes of housing employees, family members,
infrequent guests and visitors of the owner of the tract. The guest home
shall not exceed 1000 square feet in size on the main floor and 1-1/2
stories.
 - a. COMMERCIAL ACTIVITIES: Except as hereinafter specified,
no commercial activity of any kind shall be permitted on these Lots
or premises. Commercial training such as horse operations will be
allowed subject to approval of county or state regulatory rulings
and laws.
2. BUILDING – CONSTRUCTION AND MATERIALS. All construction on
Lots shall be new construction and only new material used. No used or
pre-owned buildings may be moved to other locations onto to any Lot.
Within one year from the time a residence is constructed upon a lot there
shall also be constructed a minimum of a two car garage and the area

immediately surrounding the residence shall be landscaped. All garages must be of new construction.

- a. On lots that border U.S. Highway No. 16: No building that is constructed off-site and requires transportation to any Lot, whole or in partial assembly will be permitted this includes: mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state. However, structures that are assembled off-site and completely disassembled for transportation, including log cabins or customer designed modular buildings may be permitted.
 - b. All residents' dwellings, guest house, and other structures must be earth tone in color or other colors that are aesthetically pleasing, and the color shall be consistent with the environment.
 - c. Cement blocks, reflective stone, and prescribed plywood siding shall not be permitted as an exterior siding material. Decks and patios shall be constructed of materials harmonious with the exterior siding of the residence. Garage and outbuildings shall be roofed and sided with similar materials as the adjoining residence.
 - d. All buildings shall have roofs of cedar shake, cedar shingles, concrete tile, standing seam steel, or composition shingles of a quality not less than Class IV architectural grade. No gravel, corrugated tin, or any reflective materials will be permitted. The pitch of the roof shall be at least five feet (5') in twelve feet (12'), and the roof must be harmonious with the overall design of the proposed development and is aesthetically pleasing to the surrounding area.
3. DIVISION OF PROPERTY. No Lot shall be further subdivided in the subdivision less than thirty-five (35) acres in size, however, the Declarant reserves the right to subdivide and change boundaries of any lot into parcels smaller than 35 acres, until such time that all lots in the SaddleBack Hills are sold.
- a. No lot or parcel of land maybe further subdivided until all the Declarant's lands in the SaddleBack Hills have been sold or conveyed.
 - b. No lot or parcel of land can be divided into more than two parcels, and each parcel shall consist of not less than 10 acres.
 - c. Any further subdividing will be subject to the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.
4. EASEMENTS: A twelve foot (12') wide utility easement is reserved along each side of all lot lines. All properties that have a power line traversing through said property are subject to an easement in favor of the power company, being fifty-feet (50') on each side of the power lines. No building is allowed on any easement. An Easement is set by the power companies' right-of-way documents of record.
5. SET BACKS: All residences so erected shall be situated and placed upon said properties so that there shall be a set-back of at least fifty-feet (50') from the front of said properties and twenty-five feet (25') from the back and side lines of each Lot. Front of any Lot as herein used shall be that side of the property that access is afforded to said property. All properties that have a power line traversing through said property are subject to an easement in favor of the power company, being fifty-feet (50') on each side of the power lines. No building is allowed on the

easement. An Easement is set by the power companies' right-of-way documents of record.

6. OFFENSIVE ACTIVITIES: Nuisances: No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood, such as keeping salvage automobiles, unlicensed vehicles such as large trucks or trailers. Also, school buses, road equipment, motor parts, salvage metals, pipes, old machinery, cement blocks, bricks, building materials, appliances and so forth are prohibited. No activity that creates excessive noise, offensive odors, or activities or machines that create excessive amounts of dust is allowed. No property owner or purchaser will be allowed to dig holes and then use any area of any Lot for deposit of trash or larger dump items. All trash shall be removed at the very least bi-monthly. Property owners must spray or remove any noxious weeds and abide by any order of the county, state or federal agencies.
7. WASTE AND TRASH DISPOSAL. Said Lots shall not be used or maintained as a dumping ground for old cars, rubbish, or trash, and all garbage or similar waste shall be kept in sanitary containers and all incinerators and other equipment for disposal of garbage shall be kept in sanitary and fire safe condition.
8. STRUCTURES PERMITTED. No structure of a temporary character, basement, tent, shack, garage, barn or other out building shall be erected upon or used on any Lot for a residence, either temporary or permanent. Small sheds, steel buildings, guest house, or others of a large size shall not be built or placed on the Lot, until after the residence (living quarters) is first completed, or can be simultaneously completed. An owner of two or more Lots may have residence on one Lot and other structures on an additional Lot or Lots boarding the Lot with the residence (home). The construction of any residence or other building must be of **new building materials** and shall be completed within one (1) year from the date of commencement thereof. Violations will be handled by civil action and appropriate remedy.
 - a. The Declarant and/or SaddleBack Hills Home Owners Association is to be notified of the beginning date of building and the Declarant and/or Board of Directors will review and approve all plans, specifications, colors and textures. Copies initialed by Declarant and/or two of the Board Officers will be kept. The Declarant and/or Board of Directors are empowered to permit variances from the requirements as long as they are consistent with the overall intent of these covenants. They also will keep record of allotted time to finish building within the one-year period. At that time remaining building materials, dirt piles, etc, are to be removed and landscaping around buildings is to be neat and appropriate. The Declarant and/or Board of Directors will determine if the square footage is met in each case of a residence home being considered. Violations will be handled by civil action and appropriate remedy.
9. LIVESTOCK, ANIMALS AND PETS: There shall be a limit of 2 large livestock animals per five (5) acres.
 - a. Owners may keep pets on the property provided they shall not create a nuisance or disturbance to surrounding lot owners and said pets shall be kept within the confounds of the owners lot. No pet shall be allowed to create noxious odors, unsightly debris or other offensive activities. No dog, cat or other pet shall be allowed beyond the boundary of any lot of its owner except upon a lease or under the direct control of a person controlling the animal. No dog shall be allowed to bark to the extent that such barking becomes an annoyance to owners of neighboring lots. Each person bringing

or keeping a pet on the development shall be absolutely and strictly liable to the owners, their family members, guest or invitees for any injury to persons or damage to property caused by any pet brought on or kept on the development by any person. No dog, cat or other animal shall be allowed to run at large and unrestricted within SaddleBack Hills. No dog or cat shall be allowed to chase, harass or disturb any waterfowl or wild animals within SaddleBack Hills. Cats, dogs or other household pets may be kept provided they are not kept, breed, or maintained for commercial purposes. It shall be permissible to keep or graze horses, cattle, llamas, alpacas, or sheep upon the above described property provided that the grazing and pasturing of these animals upon the above described property, shall be in confirmatory with the minimum requirements and standards of Johnson County, Wyoming and the regulations prorogated by it from time to time. No commercial feedlots are allowable. All livestock animals are to be kept on dry-lot/corrals that are no larger than 21,780 square feet on any lot. No dry lot corral, barn, or stable shall be constructed within 75 feet of any adjoining residential property line and shall not accumulate manure, attract flies, or cause undue odor without being reasonably controlled. Any grazing outside of dry-lot/corrals shall not exceed 70% of the existing growth at any given time as determined by the Declarant. Hogs or pigs can be raised for 4-H, Future Farmers of America Programs or personal butchering purposes only with a maximum of 4 animals per Lot and shall be governed by the same conditions as stated above. Chickens and fowls are allowable so long as they do not cause a nuisance to any adjoining landowners.

- b. No feed lots or dry-lot/corrals within 100 feet of any creek, stream or irrigation ditch.

10. SIGNS. After the original sale of each lot no sign of any kind shall be displayed to the public view on or from any lot. However, one sign not exceeding two feet by four feet (2'x4') advertising a residence for sale may be placed within each lot by the owner. No sign of any kind advertising a residence for rent may be placed within or upon any lot. A lot owner may place a sign on a lot announcing the name of the residence or the name of the lot owner's home provided that such sign shall be constructed of wood and shall not be in excess of two feet by two feet (2'X2') and shall be naturally colored or stained. Owner driveway entrance name plates or tall poles and crossbeams with personal or property identification names will be allowed. Smaller professional signs for "no hunting or trespassing" will be allowed around a Lot owner's property. No sign shall be placed at entrances prohibiting entrance and travel on the "public right-of-way" roads in the SaddleBack Hills. During the period of Development of the property, the Declarant may use signs which Declarant deems necessary and appropriate to advertise the development and any sign program developed by the Declarant shall be allowed to remain enforce on any lots as long as there are remaining lots to sale.

11. ANTENNAS, EXTERNAL FIXTURES, ETC. No television or radio towers, exterior fluorescent lights on poles, or antennas shall be constructed, erected or maintained on any Lot or on any structures on any Lots without receiving written approval from the Declarant and/or Home Owner's Association.

12. DRIVEWAYS: At the start of construction all Lot owners shall construct driveways with a minimum 12 foot surface and a minimum 15 foot vertical clearance. Gates on driveways must be a minimum of 30 feet back from the centerline of the road. All private driveways which cross a ditch or burrow pit of a public roadway and which would obstruct the flow of water

through said ditch or burrow pit, must have a minimum 15 inch culvert installed or according to standards set by current irrigation ditch companies. The cost of the culvert shall be borne by the landowner. Driveway surfaces shall be blacktop, concrete or crushed road base gravel to prevent rutting or mud to be tracked on other improved roads or right-of-ways.

13. VEHICLES. Vehicles may not be stored on any lot within the SaddleBack Hills, unless operational, and no more than four (4) car and truck vehicles, and four (4) other accessory vehicles may be parked on any lot within the SaddleBack Hills, except in a garage or shop building.

14. MAINTENANCE OF ROADS. NO PROVISIONS MADE IN THE "SADDLEBACK HILLS" FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS. The roads in the SaddleBack Hills are private roads and are strictly for the use of the lot owners, guests, and invitees, and shall be the responsibility of the owners to maintain the roads. The owner or owners of each parcel described herein shall assume jointly and severally the responsibility for and the cost of maintenance for any private road. Declarant assumes no responsibility for the maintenance or the cost of maintenance of any private road located on another parcel.

- a. Maintenance of all roads within the SaddleBack Hills shall be the responsibility of all lot owners and the cost associated with the maintenance of the roads shall be prorated on a per Lot basis.
- b. No vehicles, trailers, trailer campers, truck campers, bus campers, any trailers, or any other vehicles shall be allowed to park on any roads within SaddleBack Hills.
- c. Only those lot owners that use roads within the SaddleBack Hills to access their property will be responsible for road maintenance costs. Lots that only have access from U.S. Highway No. 16 are exempt from road maintenance costs.

15. PERIMETER ACCESS.

- a. No perimeter lot in the SaddleBack Hills shall be used at any time as a means of access from any of the streets in the SaddleBack Hills to any other lands not included in the SaddleBack Hills.
- b. Access to or from roads in the SaddleBack Hills to lands not included in the SaddleBack Hills shall not be denied provided however, that use of said roads shall be contingent upon a prorated contribution to road maintenance by adjacent land owners.

16. WATER SUPPLY.

- a. NO PROVISION IS MADE IN THE "SADDLEBACK HILLS" FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.
- b. No individual water supply system shall be permitted on any lot in the SaddleBack Hills unless the system is located, constructed, and equipped in accordance with the requirements of State law, appropriate State agencies, and regulation promulgated by Johnson County. Provided further that no well may be dug, drilled, or installed upon any lot unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the State Engineers Office upon completion.

17. SEWAGE DISPOSAL.

- a. NO PROVISION IS MADE IN THE "SADDLEBACK HILLS" FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS.
- b. No individual sewage disposal system shall be permitted on any lot in the SaddleBack Hills unless the sewage disposal system is located, constructed, and equipped in accordance with the requirement of State law, appropriate State agencies, and

regulations promulgated by Johnson County. Approval in the form of a Permit to Construct shall be obtained from the proper agencies prior to actual construction of any system.

18. IRRIGATION DITCHES AND WATER RIGHTS: Appropriated water rights shall run with the land and be governed by the Ditch Company and the water right laws of the State of Wyoming. Each Lot owner shall be responsible for the irrigation and maintenance of their own lateral ditches.
19. POLLUTION OF WATERS. In the interest of public health and sanitation and so that the land known as the "SADDLEBACK HILLS" and all other land in the same locality can be benefited by a decrease in the hazards of stream pollution and by protection of water supplies, recreation, wildlife and other public uses thereof, the Lot Owner will not use or permit the use of the above described property for any purpose that will result in the degradation of these uses nor allow pollution of any stream, lake or body of water within the SaddleBack Hills.
 - a. No alterations shall be made to the banks of any stream, lake or pond which shall harm the natural aesthetics of the immediate area or which will permit the introduction of refuse, sewage, equipment, or other material which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.
20. FENCES: All fences upon the exterior boundaries of any Lot or site shall be of a reasonable uniform character, not in excess of six feet (6') in height. New fencing material is required. Livestock must be fenced in and not allowed to roam outside of owner's Lot. The exception to this rule is that the Declarant will use the Lots in SaddleBack Hills for Ranch or Agricultural purposes until 70% of all Lots in the SaddleBack Hills are sold. For those Lots purchased prior to 70% of all Lots being sold, the Lot owners who do not wish livestock to graze on their property, must fence out all livestock at their own expense.
21. HOME OWNER'S ASSOCIATION. At the Declarant's discretion or at such time that seventy (70%) percent of the of all lands in the SaddleBack Hills are sold or conveyed, a Home Owner's Association shall be established by the Declarant and/or Lot Owners for the purpose of enforcing these covenants and maintaining the roads within the subdivision and for other general purposes of the Association, and at such time such the Lot Owners will elect their Board of Directors. This will be done at the first annual meeting thereafter. Officers shall be elected by the Board of Directors from among the directorship of the Association. The Board of Directors will consist of not less than three (3) nor more than five (5) individuals. The Association will adopt bylaws for its operations. The Association will have the further power to place assessments upon any lots within the SaddleBack Hills for the maintenance of roads as well as assess fees and penalties for failure to comply with these covenants and for the provisions as hereinafter provided:
 - a. Ownership of any lot within the above-described property shall qualify and obligate the owner to membership in the SaddleBack Hills Home Owners Association. Each owner of a Lot by accepting a deed or contract for deed for any Lot, agrees to, and shall be a member of, as well as subject to, the obligations and duly enacted by-laws and rules of the SaddleBack Hills Home Owners Association.
 - b. Each Lot shall be entitled to one vote. If there is more than one owner of a Lot, the owners must decide among themselves how to cast their one vote. Fractional voting will not be allowed. Owners of more than one Lot shall be entitled to one vote for each Lot

owned. Meetings of the SaddleBack Hills Home Owners Association will be held at least annually, and fifteen (15) days written notice by mail to the owner's last known address shall be given of the time and place of the meeting. A quorum of owners of at least 50% of the Lots shall be necessary to conduct business. The President or any five (5) Lot Owners may set a special meeting of the SaddleBack Hills Home Owners Association.

- c. The SaddleBack Hills Home Owners Association shall be responsible for the improvement, management and maintenance of all right-of-ways roads, walking paths and any common use areas in SaddleBack Hills.
- d. The SaddleBack Hills Home Owners Association acting through its Board of Directors shall have the duty to enforcement of the covenants, inspections, collection of all annual and special assessments.
- e. The initial annual assessment of each Lot purchased shall be set at \$200.00 payable January 1 of each calendar year for each Lot owned. In the event a subdivision of land is allowed to occur then each subdivided Lot shall be governed by SaddleBack Hills Home Owners Association annual assessment as stated above. Purchasers shall pay a pro-rata portion of the annual assessment of the purchase year for each Lot purchased. The Declarant and/or Board of Directors shall adjust the amount of the annual assessment based on the needs of the SaddleBack Hills Home Owners Association. The Board of Directors may set the annual assessment at an amount not to exceed the maximum. The annual and special assessment shall constitute a lien upon the real estate of the owner. Any assessment not paid within 30 days after it is due shall bear interest at the rate of interest set for judgments by the laws of the State of Wyoming. The SaddleBack Hills Home Owners Association, through its Board of Directors, may bring legal action for collection of any unpaid assessment.
- f. Assessment as a Lien: Any general or special assessment levied as set forth in this declaration shall become a lien on the affected real estate as soon as such assessment is due and payable as set forth above. In the event any owner fails to pay the assessment when due, then the assessment shall bear interest at 18% per annum, or the maximum legal rate permitted by the State of Wyoming, whichever is lesser, from the date when such assessment is due until it is paid in full.
- g. Delinquent Assessments: Forty-five (45) days after the date of any such assessment has been fixed and levied, the assessment, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as a valid lien on the affected real estate, and a notice of such assessment and lien may be filed with the County Clerk for Johnson County, Wyoming and exclusive venue shall be in Johnson County District Court, State of Wyoming. It shall be the duty of the board of directors of the SaddleBack Hills Home Owners Association, as provided below, to bring actions to enforce such liens before they expire. The SaddleBack Hills Home Owners Association, in its discretion, may file certificates of nonpayment of assessments with Johnson County Clerk whenever such assessments are delinquent. For each certificate so filed, or for any lien so filed, the SaddleBack Hills Home Owners Association shall be entitled to collect from the owner or owners of the property described in such certificate or lien a late fee of Two Hundred and Fifty Dollars (\$250.00) which fee is declared to be a lien on the affected real estate, and shall be collectible in the same manner as the original assessment provided for in this declaration. Any such lien shall continue for a period of two (2) years from the date of delinquency and no longer, unless within such time period legal proceedings shall be instituted to

collect such assessments, in which event the lien shall continue until the termination of the legal proceedings, and the sale of the property under the execution of the judgment establishing the same. In the event legal proceedings are commenced to collect any such assessment, or if the services of an attorney are retained by the Association in connection therewith, the non-paying owner or owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the assessment and may be foreclosed on in the same manner as the assessment as provided above.

- h. Use of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, enjoyment, and welfare of the residents in SaddleBack Hills. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:
1. Be lawfully imposed hereafter on or against any of the property in SaddleBack Hills.
 2. To maintain the roads.
 3. To enforce any and all building and land-use restrictions that exist as of the date of this declaration or which may To pay expenses to carry out the above, such as attorney's fees, manager's fees, expenses of liability, fire, and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this declaration by the SaddleBack Hills Home Owners Association.

22. COMPLIANCE WITH LAWS. No owner shall permit anything to be done or kept on the owner's Lot that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

23. GENERAL CONDITIONS. Each of the conditions and covenants set for above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of them and all parties and persons claiming under them for a period of 25 years from the date hereof, and automatically shall be continued thereafter for successive periods of 10 years each. It is however provided that the owners of not less than seventy five (75%) percent of the record fee title owners of lots subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said non-mandatory restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk for Johnson County, Wyoming. The recorded certificate of an abstractor doing business in Johnson County, Wyoming as to the record ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

24. ENFORCEMENT. The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lot within the SADDLEBACK HILLS is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. The Declarant or the owner of any of the lots shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages.

The cost of such enforcement by the SaddleBack Hills shall be a continuing lien upon the property and together with reasonable attorney's

fees shall be the personal obligation of the person, persons, entity or entities that was the Owner of such property at the time the costs were accessed.

The failure of the Declarants or of the owner of any of the other lots hereby restricted to enforce any of the restriction herein set forth at the time of its violation shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorneys fees and costs shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

- 25. ENFORCEMENT BY COUNTY. Any of the covenants, restrictions, or conditions, contained herein which may, in the sole discretion of the Johnson County Board of County Commissioners be in the public interest, may at the sole discretion of the Johnson County Board of County Commissioners be enforced in the same manner and upon the same terms and conditions as any lot owner can seek to enforce the same in any proceeding of the law or equity. Reasonable attorneys fees and costs shall be recovered by the County in any proceeding either to enjoin a violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land.
- 26. SEVERABILITY. Invalidation of any one of these covenants by judgment or Court order shall in no way or manner affects any of the other provisions that shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned being the Declarant herein, has hereunto set his hand this 15th day of August, 2012.

Merlin Burton
Merlin Burton
Burton Properties, Inc.

STATE OF Wisconsin)
)ss
County of Dunn)

The foregoing instrument was acknowledged before me this 15th day of August, 2012, by Merlin Burton, for Burton Properties, Inc.

Witness my hand and official seal.

Betty J. Deutsch
Notary Public

My Commission Expires: 1/20/2013

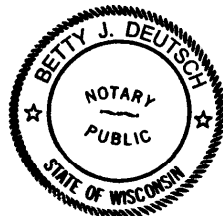


EXHIBIT 'A'

A tract of land located in Lot 4 and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 1, and Lot 1 of Section 2, Township 52 North, Range 81 West, of the Sixth Principal Meridian, Johnson County, Wyoming, being more particularly described as follows: Commencing at an existing 1917 GLO Brass Cap marking the South quarter corner of Section 36, T53N, R81W, and said Brass Cap being the true point of beginning; thence S89°31'02"E along the North line of said Lot 1 of Section 2, T52N, R81W, a distance of 329.20 feet to a point, said point being the Section Corner common to said Section 1 and said Section 2, T52N, R81W, said Section Corner being monumented by an existing 1946 BLM Brass Cap marking the Closing Corner for said Section 1 and said Section 2 that bears N00°22'32"E a distance of 1.72 feet from the said Section Corner; thence continuing S89°31'02"E along said North line of said Lot 4 of said Section 1, T52N, R81W, a distance of 873.63 feet to a point on the Westerly Right-of-Way line of U.S. Highway 16, said point being a 2 inch aluminum capped rebar, stamped PLS 5367; thence along said West Right-of-Way line of U.S. Highway 16, S07°49'10"E (Rec. S8°20'20.0"E) a distance of 93.98 feet to an existing Highway Right-of-Way marker, stamped P.C. 183+14.69 - 75' Rt., marking the point of beginning of a tangent circular curve to the right having a radius of 2789.79 feet; thence continuing along said Westerly Right-of-Way line of U.S. Highway 16 and along said tangent circular curve to the right through a central angle of 3°24'49" a distance of 166.22 feet to the point of ending of said tangent circular curve to the right, said point of ending being marked by an existing Highway Right-of-Way marker, stamped P.T. Sta. 184+85.38 - 75' Rt; thence continuing along said Westerly Right-of-Way line of U.S. Highway 16, S4°24'21"E (Rec. S4°55'31"E) a distance of 496.29 feet to a point, said point being an existing Highway Right-of-Way marker, stamped P.C. Sta. 189+81.67 - 75' Rt., marking the point of beginning of a tangent circular curve to the right having a radius of 1834.86 feet; thence continuing along said Westerly Right-of-Way line of U.S. Highway 16 and along said tangent circular curve to the right through a central angle of 6°46'27" a distance of 216.94 feet to the point of ending of said tangent circular curve to the right, said point of ending being marked by an existing Highway Right-of-Way marker, stamped P.T. Sta. 192+07.48 - 75' Rt; thence continuing along said Westerly Right-of-Way line of U.S. Highway 16, S2°22'07"W (Rec. S1°50'56"W) a distance of 368.97 feet to a point, said point being a 2 inch aluminum capped rebar, stamped PLS 5367; thence leaving said Westerly Right-of-Way line of U.S. Highway 16, N69°04'22"W a distance of 1529.00 feet to a point, said point being a 2 inch aluminum capped rebar, stamped PLS 5367; thence N00°36'09"W a distance of 800.09 feet to a point on said North line of said Lot 1 of said Section 2, T52N, R81W, said point being a 2 inch aluminum capped rebar, stamped PLS 5367; thence N89°09'56"E along said North line of said Lot 1 of said Section 2, T52N, R81W, a distance of 176.58 feet to the true point of beginning, and also including,

A tract of land located in the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 1, and the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 2, Township 52 North, Range 81 West, of the Sixth Principal Meridian, Johnson County, Wyoming, being more particularly described as follows: Commencing at an existing 1917 GLO Brass Cap marking the South quarter corner of Section 36, T53N, R81W; thence S89°09'56"W along the North line of Lot 1 of Section 2, T52N, R81W, a distance of 176.58 feet to a point, said point being an aluminum capped rebar stamped PLS 5367; thence S00°36'09"E a distance of 800.09 feet to a point, said point being an aluminum capped rebar stamped PLS 5367, and said point being the true point of beginning; thence S69°04'22"E a distance of 1529.00 feet to a point on the Westerly Right-of-Way line of U.S. Highway 16; thence along said Westerly Right-of-Way line of U.S. Highway 16 S2°22'07"W (Rec. S1°50'56"W) a distance of 581.42 feet to a point on the Northerly Right-of-Way line of a road known as Chuckwagon Trail, said point being an aluminum capped rebar stamped PLS 5367; thence continuing along said Westerly Right-of-Way line of U.S. Highway 16 S2°22'07"W (Rec. S1°50'56"W) a distance of 33.14 feet to a point on the centerline of said Chuckwagon Trail; thence along said centerline of said Chuckwagon Trail S67°13'07"W a distance of 215.34 feet to a point; thence continuing along said centerline of said Chuckwagon Trail S76°05'15"W a distance of 214.27 feet to a point; thence continuing along said centerline of said Chuckwagon Trail S80°16'13"W a distance of 306.51 feet to a point; thence continuing along said centerline of said

Chuckwagon Trail S68°12'54"W a distance of 303.79 feet to a point; thence S86°10'11"W along said centerline of said Chuckwagon Trail continuing a distance of 397.28 feet to a point; thence N00°36'09"W a distance of 30.05 feet to a point on said Northerly Right-of-Way line of Chuckwagon Trail, said point being an aluminum capped rebar stamped PLS 5367; thence continuing N00°36'09"W a distance of 1456.19 feet to the true point of beginning.