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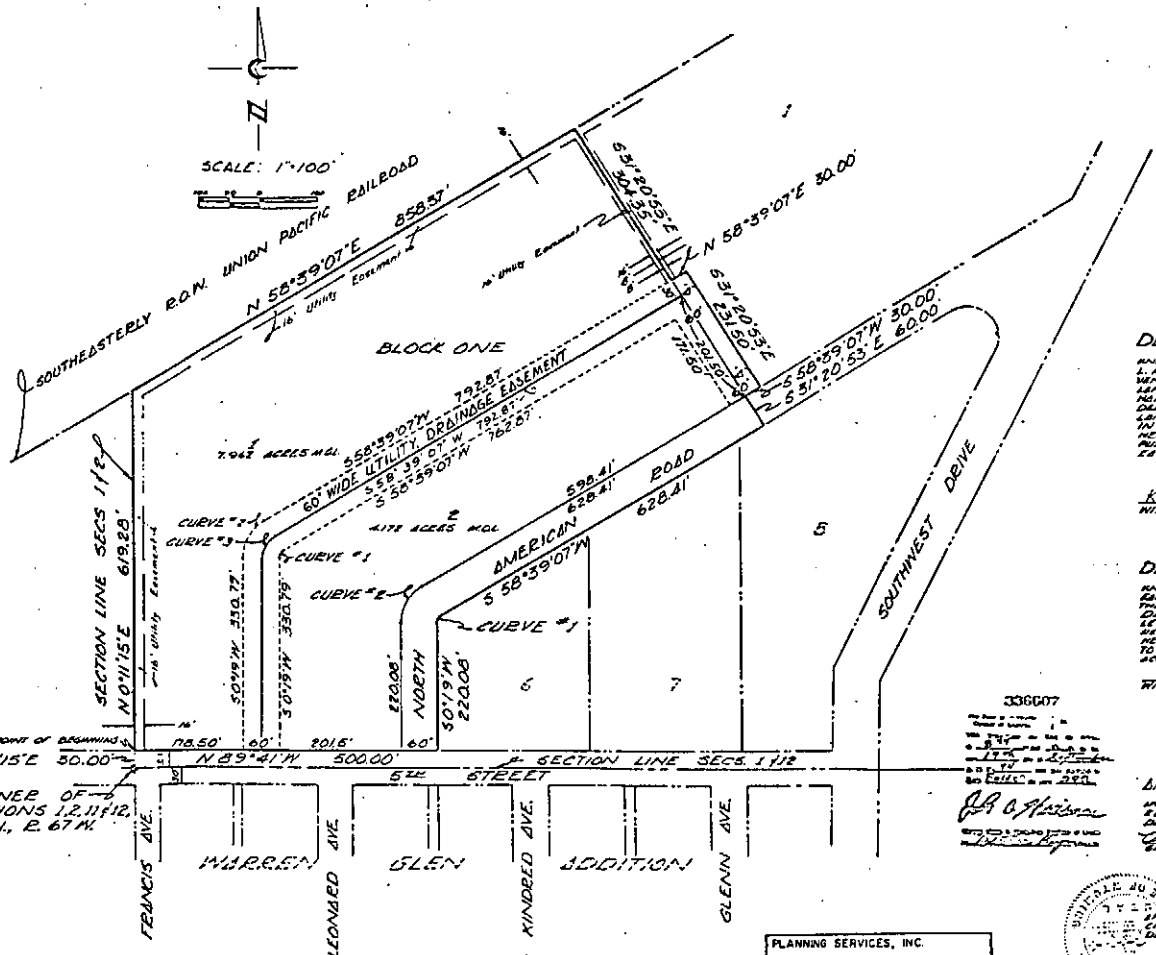
245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181

CURVE DATA

	RADIUS	DELTA	LENGHT	CH. BEARING	CH. LENGHT	TANGENT
C	15.00'	90° 00' 00"	18.97'	N 44° 10' 03" E	17.07'	12.01'
2	75.00'	22° 10' 01"	29.34'	N 58° 39' 07" E	29.15'	14.83'
3	43.00'	22° 10' 01"	16.82'	N 58° 39' 07" E	16.71'	8.51'



DESCRIPTION

THAT PART OF THE SOUTHWEST ONE-QUARTER SECTION 1, TOWNSHIP 13 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARAMIE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER OF SECTIONS 1,2,11 AND 12; THENCE ALONG THE LINE BETWEEN SECTIONS 1 AND 12 N 0°11'15" E A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N 0°11'15" E ALONG SAID LINE A DISTANCE OF 619.28 FEET TO A POINT ON THE SOUTHEASTERLY R.O.W. LINE OF THE UNION PACIFIC RAILROAD; THENCE N 58°39'07" E ALONG SAID SOUTHEASTERLY R.O.W. LINE A DISTANCE OF 858.37 FEET TO A POINT; THENCE S 31°20'53" E A DISTANCE OF 304.35 FEET TO A POINT; THENCE N 58°39'07" E A DISTANCE OF 30.00 FEET TO A POINT; THENCE S 31°20'53" E A DISTANCE OF 231.50 FEET TO A POINT; THENCE S 58°39'07" W A DISTANCE OF 30.00 FEET TO A POINT; THENCE S 31°20'53" E A DISTANCE OF 60.00 FEET TO A POINT; THENCE S 58°39'07" W A DISTANCE OF 792.87 FEET TO A POINT OF CURVE TO THE LEFT; THE RADIUS OF SAID CURVE IS 43.00 FEET; THE CENTRAL ANGLE OF SAID CURVE IS 22°10'01"; THE CHORD OF SAID CURVE BEARS S 58°39'07" W, 16.82 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.87 FEET TO THE END OF SAID CURVE; THENCE S 0°19'W A DISTANCE OF 220.08 FEET TO A POINT; THENCE S 89°41'E A DISTANCE OF 500.00 FEET TO A POINT; THENCE N 0°11'15" E ALONG THE LINE BETWEEN SECTIONS 1 AND 12 A DISTANCE OF 50.00 FEET; THENCE N 89°41'W PARALLEL WITH SAID LINE BETWEEN SECTIONS 1 AND 12 A DISTANCE OF 500.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 7.942 ACRES M.&L.

SURVEYOR'S CERTIFICATE

I, HERN E. LANE A LAND SURVEYOR REGISTERED IN THE STATE OF WYOMING DO HEREBY CERTIFY THAT THIS REPLAT OF HARPER VALLEY INDUSTRIAL PARK HAS BEEN PREPARED FROM FIELD NOTES OF A SURVEY MADE BY ME DURING APRIL 1974 AND THAT IT IS ACCURATE AND CORRECTLY REPRESENTS SAID SURVEY OF THE BLOCKS, STREETS AND EASEMENTS SHOWN HEREON AS MONUMENTED ON THE GROUND.

Vern E. Lane
WYOMING L.S. NO. 539

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT L.M. CHEESBROUGH OF C.A. CO., A JOINT VENTURES, OWNER IN FEE SIMPLE OF THE LAND EMBRACED IN THIS REPLAT OF HARPER VALLEY INDUSTRIAL PARK DOES HEREBY DEDICATE THAT THE RE-SUBDIVISION OF SAID LANDS TO BE AS THIS ACT AND DEED AND IN ACCORDANCE WITH HIS DESIRES AND HEREBY DEDICATES TO THE USE OF THE PUBLIC, NORTH AMERICAN ROAD AND THE EASEMENTS AS SHOWN HEREON.

C.A. CO. A JOINT VENTURE

WITNESS — L.M. CHEESBROUGH

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF LARAMIE ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY L.M. CHEESBROUGH OF C.A. CO. THIS 14TH DAY OF JUNE 1974 WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES April 16 1978

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT EARL HARPER OWNER IN FEE SIMPLE OF THAT PART OF THE UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN THE LETTER A WHICH DOES HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER AS SHOWN HEREON AND HEREBY DECLARE THIS DEDICATION TO BE HIS FREE ACT AND DEED AND IN ACCORDANCE WITH HIS DESIRES

WITNESS — EARL HARPER

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF LARAMIE ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY EARL HARPER THIS 14TH DAY OF JUNE 1974 WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES March 3, 1975

APPROVALS

APPROVED BY THE CHEYENNE-LARAMIE COUNTY REGIONAL PLANNING COMMISSION THIS 4th DAY OF June 1974

SECRETARY — CHAIRMAN

APPROVED BY THE CITY COUNCIL OF THE CITY OF CHEYENNE, WYOMING THIS 1st DAY OF July 1974

CITY CLERK — MAYOR

HARPER VALLEY INDUSTRIAL SITES

A REPLAT OF PARTS OF LOTS 1, 6, 7 AND NORTH AMERICAN ROAD AND ALL OF LOTS 2, 3, 4 AND 5 HARPER VALLEY INDUSTRIAL PARK BEING SITUATED IN THE SW¼ SECTION 1 TOWNSHIP 13 NORTH, RANGE 67 WEST OF THE 6TH P.M. LARAMIE COUNTY, WYOMING

336607

PLANNING SERVICES, INC.
PLANNING, ENGINEERING, SURVEYING, MATERIALS TESTING
311 WEST 19th ST. CHEYENNE, WYOMING
PROJECT NO. A-132 JOB NO. 74-5103
DATE 6/11/74 SCALE: 1"=100'

RECORDED FEB 7 1974 AT 4:18 O'CLOCK P M

RECEPTION NO. 313888 JOHN B. HUISMAN, Recorder

INDUSTRIAL PARK PROTECTIVE

COVENANTS FOR

HARPER VALLEY INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

These conditions, covenants and easements apply to the Industrial Park known as "Harper Valley Industrial Park."

THIS DECLARATION, made this 3 day of JANUARY, 1974, by EARL G. HARPER, hereinafter called the "Grantor";

WITNESSETH:

WHEREAS, Grantor is the owner of the real property described in I of this declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants and easements hereinafter set forth, all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW THEREFORE, Earl G. Harper, Grantor, hereby declares that the real property described in Clause I hereof is, and shall be, held, transferred, or sold, subject to the conditions, covenants and easements hereinafter set forth:

Clause I.

DEFINITION OF TERMS

1.1. "Building site" shall mean any lot, or lots, or portions thereof, or a parcel of land upon which a building and appurtenant structures may be erected in conformance with the requirements of these covenants.

1.2. "Grantor" shall mean Earl G. Harper, his successors and assigns, unless the context indicates otherwise.

1.3. "Improvements" shall mean and include the building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any kind or type located thereon.

1.4. "Setback" shall mean the minimum distance which a building and outbuildings or any structures located above ground shall be set back from the property lines (front, rear and side) of the building sites.

1.5. "Front Lot Line" shall mean the property line dividing a lot from a street. On a corner lot only one street line shall be considered a front line and that shall be the line of the street facing the main building entrance.

1.6. "Rear Lot Line" shall mean the property line opposite the front lot line.

1.7. "Side Lot Line" shall mean any property lines other than front lot lines or rear lot lines.

1.7A "Person" shall mean any individual, partnership, association, corporation, or any legal entity which may by law own real estate in Wyoming

PROPERTY SUBJECT TO THIS DECLARATION

1.8. The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set forth herein is located in the County of Laramie, State of Wyoming, and is more particularly described as follows, to-wit:

Being a tract of land situat in the SW ¼ of Section 1, Township 13 North, Range 67 West of the 6th P.M., Laramie County, Wyoming and being more particularly described as follows: Commencing at the corner common to Sections 1, 2, 11 and 12 of aforementioned township, an iron pipe with brass cap; THE TRUE BEGINNING; Thence S. 89°41'00" E., by solar observation, along the line common to said Sections 1 and 12, a distance of 1,153.29 feet to a point on the westerly right-of-way line of Southwest Drive, a right-of-way 80 Feet in width measured at right angles, also known as County Road Number 8 and formerly know as Wyoming State Highway 40; thence N. 01°42'00" E., along said right-of-way line, a distance fo 173.56 feet; thence N. 26°54'15" E., continuing along said right-of-way line, a distance of 1,484.53 feet; thence S. 58°39'07" W., along the southerly line of the Union Pacific Stockyards, a distance of 629.06 feet; thence N. 31°20'53" W., at right angles and along the westerly line of said stockyards, a distance of 232.23 feet to a point on the southerly right-of-way line of the Union Pacific Railroad; thence S. 58°39'07" W., along last mentioned right-of-way line, a distance of 1,370.00 feet to the point of intersection of said right-of-way line with the line common to aforementioned Sections 1 and 2; thence S. 00°11'15" W., along last mentioned section line, a distance of 649.28 feet to the point of TRUE BEGINNING.

Clause II.

GENERAL PURPOSES OF CONDITIONS

2.1. The real property described in Clause I hereby is subjected to the conditions, covenants, and easements hereby declared to insure proper use, development and improvement of each building site; to protect the owners of building sites against such improper use of surrounding building sites as well depreciate the value of their property; to develop the Harper Valley Industrial Park which will insure its being a continuing asset to Cheyenne and the State of Wyoming; to guard against erection thereon of structures built of improper or unsuitable materials; to insure reasonable development of said property; to encourage erection of attractive improvements thereon, with appropriate locations thereof on building sites; and in general to provide for a high quality of improvement of said property.

Clause III.

COVENANT COMPLIANCE CONTROL

3.1. The Grantor or any person designated by it shall review all plans for the construction of buildings, other improvements and landscaping where approval of these is required in accordance with the terms of the other clauses of this Declaration and all persons contemplating the construction of buildings and improvements or landscaping should submit plans to the Grantor or his designee prior to the time construction or landscaping begins.

Clause IV.

GENERAL RESTRICTIONS

4.1. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the said Harper Valley Industrial Park, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation or noise.

4.2. Without otherwise limiting the provisions of Paragraph 4.1. of this Clause IV, or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided in these Protective Covenants, may be used for any use permitted under zoning for Industrial "I1" Districts, under Zoning Ordinance of the City of Cheyenne, Wyoming, as the same exists at the time that a person purchases or otherwise acquires an interest in a building site, except that the following types of uses shall not be permitted; said non-permitted uses are given as illustration and not by way of limitations:

a. Auto wrecking, salvage yards, used material yards, businesses whose principal occupation is storage or baling of waste or scrap paper, rags, scrap metals, bottles or junk;

b. Boiler and tank works;

c. Central mixing plant for asphalt, mortar, plaster or concrete;

d. Alfalfa dehydrating mills;

e. Slaughter houses, meat packing plants and rendering works.

4.3. Construction or alteration of any buildings in the Harper Valley Industrial Park shall meet the standards provided in these covenants. Exterior surfaces of all buildings or structures shall be of concrete, masonry, 15-year colored metal or noncombustible approved metals except walls of offices and the main entrances of any office building facing the front line shall have an exterior facing of brick, painted block, stone, flagstone, 15-year colored metal, moss-rock, pre-cast concrete products, or architectural concrete. Structural framing shall be of reinforced concrete, steel, or laminated wood members. In no event shall buildings be of light wooden frame construction, "iron-clad" construction, covered with corrugated galvanized metal, or uncolored aluminim except roofing may be of conventional type material and constructio as approved in writing by the Grantor. All buildings shall conform to applicable building codes of the City of Cheyenne as are in effect at the time that the person purchases or otherwise acquires an interest in the building site for the type of use and fire zone applicable.

4.4. These covenants shall and do hereby provide that no improvements (other than improvements which the Declarations specifically state do not require Grantor approval) shall be erected, placed, or a major alteration of any exterior of an improvement (where the improvement itself requires approval) be made, on any building site in said development until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing by the Grantor or its designee. Its decision shall be based on harmony of external design with existing structures in the development, location of the improvements on the building site (giving due regard to the anticipated use thereof as same may affect adjoining structures), uses and grades of finished ground elevation; provided, however, that the Grantor or its designee, shall not be liable in damages to any one so submitting plans or to any owner or land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents, or employees, arising in connection with the approval or disapproval, or failure to approve any such plans. Anyone, by submitting plans for approval, agrees that he will not bring any action or suit to recover for any such damages against the Grantor. Notwithstanding any other provision of this Declaration to the contrary, no prior written approval of parking sites, storage sites, work areas, loading areas, or similar sites are required so long as said sites are oil surfaced or concrete surfaced and, in the case of storage areas, are screened in accordance with the requirements of Clause 4.12.

4.5. No structures or buildings shall be located closer than fifteen (15) feet to any side building site line or rear property line, it being the intent that an open area of at least thirty (30) feet shall exist between all adjacent but separately owned improvements, both at sides and rear. Provided, however, that where a rear property line adjoins a truck service road or rail line or rail property, this provision regarding the rear property line shall not apply.

4.6. The minimum setback of any building from the front lot line shall be thirty (30) feet. There shall be reasonable landscaping between the front lot line of a building site and any building located on the building site; where an area is to be landscaped, it shall be done attractively with lawns, trees, shrubs, desert gardens, etc., according to plans submitted to the Grantor or its designees. Any landscaped areas shall be properly maintained thereafter in a well-kept condition and parking areas shall likewise be maintained in good condition. There shall

be no parking of automobiles or trucks on the main access road into Harper Valley Industrial Park.

4.7. For each building site or other use permitted in the area subject to these covenants, there shall be provided off-street automobile parking facilities, at the minimum rate of one parking space for each 1.5 employees to be employed on the premises at one time. Off-street visitor parking shall also be provided.

4.8. Storage of bulk commodities, materials, supplies, products and equipment on the exterior of the buildings shall be confined to areas which are screened in accordance with the provisions of 4.12, it being the intention of this provision that subject materials shall not be visible from the adjoining property or from street and public areas except the screening requirements of this Section 4.8 and 4.12. or any other provision of this Declaration shall not be construed to required that there be any screening of any view from the Union Pacific railroad right-of-way which lies on the north boundary line of the real property described in Clause I of this Declaration.

4.9. Railroad or utility right-of-way easements may be granted by the owner in fee simple of property covered by these covenants.

4.10. No billboards or advertising signs other than those identifying the name of the business and products of the person or firm occupying the premises shall be permitted, except that a sign offering the premises for sale or lease may be permitted. Design and location of all signs are subject to the approval of the Grantor.

4.11. It is contemplated that maneuvering of trucks and trailers be confined to the premises of each establishment. To that end, it is hereby provided that no loading dock extend beyond the front line of any building and that no loading dock be so located that any vehicle using said dock shall extend beyond any property line. Where a truck service road or side road exists at side or rear of a building, loading shall not be permitted at the front of a building, except office supply delivery.

4.12. Storage required to be screened from view, as heretofore mentioned, shall be screened from view from the streets by any of the following methods, or any approved combination of these methods:

a. Fences or masonry walls of approved design, eight (8) feet high for storage, or, if storage extends above eight (8) feet, enough to conceal the stored items. Chain link fences are acceptable so long as aluminum slats are placed on the chain link fence in any area where there is a requirement for screening from view under the terms of this Declaration.

b. Location at rear of buildings where such location will conceal such areas from public view.

c. Properly located and planned hedges, shrubs, or plantings of sufficient density and height to provide concealment.

d. Terrain adjustment and/or retaining walls to provide concealment by virtue of sight lines from streets, public areas, or adjacent property.

4.13. There shall be no requirement that there be any screening from view of parking lots, work areas or loading areas.

4.14. Where a right-of-way easement has been granted, no structures or buildings shall be constructed on said right-of-way.

4.15. Areas exposed to view from streets, public areas or adjoining property shall be reasonably maintained; weeds must be cut or, preferably, chemically eliminated and debris removed.

4.16. All building lots must be engineered for proper drainage to drain water away from building, to avoid impounding water (except as a planned, approved pond as a landscaping feature), and to conform to overall drainage pattern of the entire area.

4.17. Concrete, flagstone, oil surface, or other approved hard-surfaced walks must be provided for all major pedestrian visitor or employee foot traffic patterns.

4.18. All branch lines within the real estate described in Clause I of this Declaration for on-site power, electrical, telephone and other utilities shall be underground.

4.19. Smoke Emission shall be limited to the following:

a. Density no greater than No. 2 of Ringlemann's scale.

b. No particles of lye ash exceeding 0.3 grains per cubic foot of flue gas at a stack temperature of 500 degress Fahrenheit.

4.20. No dust, odor, fumes, flare, or vibration, beyond that normally required by light manufacturing activities, shall extend beyond the property line of the source.

4.21. No oil or gas drilling, oil development operations, refining, mining, or quarrying operations shall be permitted on any of the building sites subject to these covenants. nor shall oil wells, gas wells, tunnels, mineral excavations, or shafts be permitted in any of the building sites covered by these covenants. Fuel oil storage tanks as part of heating equipment shall be permitted only if located underground and in full compliance with rules and regulations of any or all governmental agencies having jurisdiction. Above-ground storage of flammable and combustible liquids on the outside of buildings and screened areas is permitted when storage is accomplished in containers of not to exceed 1,000 gallons capacity and in such manner as to comply with the rules and regulations of any and all governmental agencies having jurisdiction. Above ground storage of flammable and combustible liquids in containers holding in excess of 1,000 gallons shall be permitted only upon written consent of the Grantor. Any bulk storage of liquids underground is permitted so long as it is in full compliance with the rules and regulations of any and all governmental agencies having jurisdiction.

4.22. Any person purchasing or otherwise acquiring any interest in a building site in the real estate described in Clause I of this Declaration shall covenant at the time of said purchase or acquisition that he will build a building whose minimum dimensions will be equal to 1,000 square feet times the total number of acres, including fractions of acres, in the building site in which the person is purchasing or otherwise acquiring interest. The person purchasing a building site must further covenant that within six months from the date of execution and delivery of a warranty deed, lease, or a real estate contract for any tract in the industrial site the person will physically start the construction of a

building with the minimum dimensions indicated above, and that within eighteen (18) months after the date of execution of said warranty deed, lease, or real estate contract, the person will complete the construction of the building with the minimum dimensions specified above. The six (6) months and eighteen (18) months periods preferred to above are subject to the following: There will be an equitable adjustment in said six (6) month or eighteen (18) month period limitations for any delays due to Acts of God or of the public enemy, acts of the Government in either sovereign or contractual capacity, fires, floods, epidemics, strikes, freight embargoes, unusually severe weather, or any other acts beyond the control of the person responsible for such construction. In the event that construction has not been physically commenced within the six (6) months, or completed within the eighteen (18) month period (subject to any equitable adjustment in period as provided above), the title to the building site, including any improvements thereon, shall revert to the Grantor automatically.

All warranty deeds, leases, or real estate contracts relating to the land covered by these covenants shall contain an express provision for this reversion of title.

4.23. Within 30 days after the grantee has requested consideration by the Grantor or its designee, the Grantor shall notify the Grantee of its approval or disapproval, of the matter submitted, and if such notification be not given within such time the Grantee may consider the applicable covenant to have been complied with by such Grantee.

4.24. Each of the conditions and covenants set forth above shall continue and be binding upon the Grantor and upon its successors and assigns, and upon each of the, and all parties and persons claiming under them for a period of thirty (30) years from the 30th day of June, 1973, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each. Provided, however, that the owners of 90 per cent of the fee simple of the property subjected to these restrictive covenants, (based on the number of square feet owned as compared to the total area), 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 restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the office of the County Clerk of Laramie County, Wyoming. A recordable certificate by an abstractor doing business in Laramie County, Wyoming, as to the record ownership of the property hereby restricted, and a recordable certificate by a registered land surveyor or engineer authorized to practice in Wyoming as to the square footage owned by the record owners as shown by said abstractor's certificate shall be deemed conclusive evidence of ownership and square footage thereof so owned and hereby restricted by the provisions of this section.

4.25. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to said restrictions, but no restrictions herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his, or their holding of any title to said land, and Grantor or the owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. The violation of these restrictions

shall not defeat nor render invalid the lien on any mortgage (or deed of trust) made in good faith and for value.

4.26 Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 4th day of FEB., 1974

EARL G. HARPER

By: Earl G. Harper

ATTEST:

Helen J. Harper
Secretary

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Earl G. Harper, this 4th day of Feb. 1974.

Witness my hand and official seal.

Alice T. Harper
Notary Public

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

'86 APR 30 PM 3 53

WAIVER AND RELEASE

OF COVENANTS

The undersigned, being all of the owners of the real property subject to the Industrial Park Protective Covenants for Harper Valley Industrial Park recorded February 7, 1974 in Book 997, Page 413, Laramie County, Wyoming records ("Covenants"), hereby enter into the following Waiver and Release of Covenants as described below.

WHEREAS, said Covenants contain certain setback requirements and landscaping requirements concerning buildings constructed within the Harper Valley Industrial Park; and

WHEREAS, the building presently occupied by New York Air Brake Company and having an address commonly known as 390 Evelyn Street, Cheyenne, Wyoming does not presently comply with some of said setback requirements and landscaping requirements, and said property has a legal description as follows:

South 150 feet of Lot 3, Block 1, in the Replat of Harper Valley Industrial Sites, a subdivision being siutated in the SW 1/4 Section 1, T. 13 N., R. 67 W., of the 6th P.M., Laramie County, Wyoming; and

WHEREAS, the building presently occupied by Mountain Bell Telephone Company and having an address commonly known as 230 North American Road, Cheyenne, Wyoming, does not presently comply with some of the landscaping requirements, and said property has a legal description as follows:

Lot 2, Block 2, in the Replat of Harper Valley Industrial Sites, a subdivision being situated in the SW 1/4 Section 1, T. 13 N., R. 67 W., of the 6th P.M., Laramie County, Wyoming; and

WHEREAS, the parties hereto wish to resolve any disputes concerning the location and landscaping of said buildings and believe it in their best interests to do so; and

WHEREAS, the two properties legally described above shall hereinafter be referred to as the "Properties".

NOW, THEREFORE, in consideration of the mutual promises contained herein and the recitals set forth above, and for other good and valuable consideration, the adequacy and sufficiency of which is acknowledged by all of the parties hereto, the parties agree as follows:

1. Each of the parties hereto hereby waives the right to enforce any violation or purported violation of setback requirements or landscaping requirements against the Properties and hereby agree to release the Properties from said requirements contained in the Covenants.

2. The provisions of this Waiver and Release are intended to apply and be binding upon, and do apply and are binding upon the respective heirs, successors, assigns and transferees of the parties hereto, and the provisions of this Waiver and Release shall be deemed to be covenants running with the land which comprises all of the property subject to the Covenants.

IN WITNESS WHEREOF, the parties have executed this instrument on the date specified below their respective signatures.

X _____ _____
Ralph D. Johnson

Date: 3/12/86 Date: _____

_____ _____

Date: 3/13/86 Date: _____

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 1986.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Ralph D. Johnson this 12 day of March, 1986.

X

Witness my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Julia B. Hopp
Notary Public

My Commission Expires:

9-9-87

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by RAYMOND F. COOPER JR. this 13 day of MARCH, 1986.

Witness my hand and official seal.

NOTARY PUBLIC

Julia B. Hopp
Notary Public
2696 So. Colo. Blvd. 550
Denver CO 80222

My Commission Expires:

9-9-87

978

BOOK 1227

IN WITNESS WHEREOF, the parties have executed this instrument on the date specified below their respective signatures.

RAYMOND F. COOPER, JR. & CO., a Partnership

By: _____
Raymond F. Cooper, Jr. General Partner

Date: _____

Earl G. Harper
Co-Trustee of the Earl G. Harper 1979 Family Trust and general partner of the Harper Family Limited Partnership

Date: _____

L.M. Chessbrough
C-P Co., A Joint Venture

Date: _____

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by L.M. Chessbrough this 24th day of February, 1986. General Partner of C-P Co., A Joint Venture.

Witness my hand and official seal.

Notary Public

My Commission Expires:
April 6, 1986

STATE OF COLORADO)
City and) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Raymond F. Cooper, Jr. as this 24th day of Feb, 1986. General Partner of Raymond F. Cooper, Jr. & Co., a partnership

Witness my hand and official seal.

Barbara Kraemer
Notary Public

My Commission Expires:
10.7.87

BARBARA KRAEMER
My commission expires Oct. 7, 1987

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me by Earl G. Harper this 13th day of March, 1986. Co-Trustee of the Earl G. Harper 1979 Family Trust and general partner of the Harper Family Limited Partnership

Witness my hand and official seal.

Notary Public

My Commission Expires:
April 6, 1986

IN WITNESS WHEREOF, the parties have executed this instrument on the date specified below their respective signatures.

RAYMOND F. COOPER, JR. & CO., a Partnership

X By: [signature] Raymond F. Cooper, Jr. General Partner

Date: Earl G. Hayes

[signature] Partner C-P Co., A Joint Venture

Date:

Carol A. Wircenske

Date: March 17, 1986

James A. Wircenske

Date: March 17, 1986

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by L. M. CHEESBROUGH this 24th day of FEBRUARY, 1986. GENERAL PARTNER OF C-P Co., A JOINT VENTURE.

Witness my hand and official seal.

[signature]
Notary Public

My Commission Expires:

April 6, 1986

STATE OF COLORADO)
City and) SS.
X COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Raymond F. Cooper, Jr. as this 24th day of Feb, 1986. General Partner of Raymond F. Cooper, Jr. & Co., a partnership

Witness my hand and official seal.

[signature]
Notary Public

My Commission Expires:

10-7-87

BARBARA KRAEMER
My commission expires Oct. 7, 1987

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me by [signature] this 12th day of March, 1986.

Witness my hand and official seal.

[signature]
Notary Public

My Commission Expires:

BOOK 1227

980

IN WITNESS WHEREOF, the parties have executed this instrument on the date specified below their respective signatures.

C-P Co., a joint venture

By _____ By _____

Gerald H. Phipps L.M. Cheesbrough

Date: _____ Date: _____

_____ _____

Date: _____ Date: _____

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by L.M. Cheesbrough this _____ day of _____, 1986.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF ~~FLORIDA~~)
) SS.
COUNTY OF Polk)

The foregoing instrument was acknowledged before me by Gerald H. Phipps this 17th day of February, 1986.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 23, 1986

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 1986.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

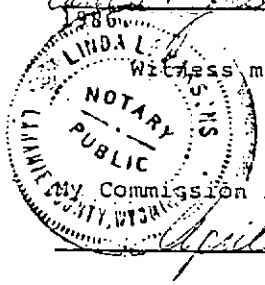
STATE OF Wyoming)
) SS.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Carol H. + James W. Hancock this 17 day of March, 1986.

Witness my hand and official seal.

LINDA L. BUSSONS NOTARY PUBLIC LARAMIE COUNTY, WYOMING

Linda L. Bussons
Notary Public



My Commission Expires:
April 6, 1986