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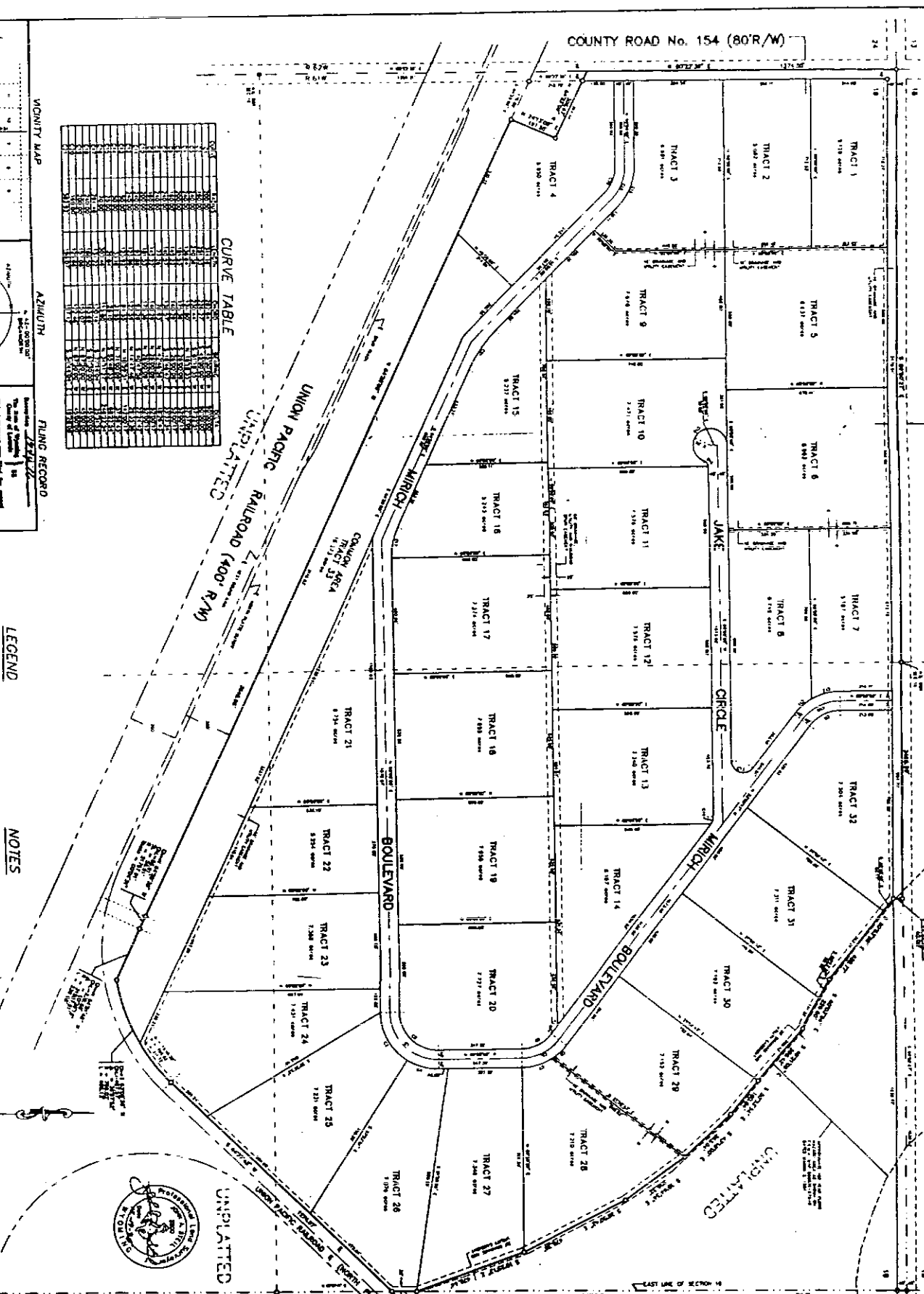
UNPLATTED

NO PROPOSED DOMESTIC WATER SOURCE
NO PROPOSED PUBLIC SEWERAGE DISPOSAL SYSTEM

UNPLATTED

DEDICATION

SHOW ALL PORTIONS BY THESE METERS NAD, OREGON & DISTRICT AND
L-80 RAIL, NAD, OREGON & DISTRICT AND SECTION 19, T14N, R81W OF THE
PLANNED INDUSTRIAL RAIL PARK, SECTION 19, T14N, R81W OF THE
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MONUMENT MAP

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60

AZIMUTH

1-40-00-00'	45-00-00'
45-00-00'	90-00-00'
90-00-00'	135-00-00'
135-00-00'	180-00-00'
180-00-00'	225-00-00'
225-00-00'	270-00-00'
270-00-00'	315-00-00'
315-00-00'	360-00-00'

CURVE TABLE

Station	Curve	Length	Angle
0+00	1	100.00	90°
100.00	2	100.00	90°
200.00	3	100.00	90°
300.00	4	100.00	90°
400.00	5	100.00	90°
500.00	6	100.00	90°
600.00	7	100.00	90°
700.00	8	100.00	90°
800.00	9	100.00	90°
900.00	10	100.00	90°
1000.00	11	100.00	90°
1100.00	12	100.00	90°
1200.00	13	100.00	90°
1300.00	14	100.00	90°
1400.00	15	100.00	90°
1500.00	16	100.00	90°
1600.00	17	100.00	90°
1700.00	18	100.00	90°
1800.00	19	100.00	90°
1900.00	20	100.00	90°
2000.00	21	100.00	90°
2100.00	22	100.00	90°
2200.00	23	100.00	90°
2300.00	24	100.00	90°
2400.00	25	100.00	90°
2500.00	26	100.00	90°
2600.00	27	100.00	90°
2700.00	28	100.00	90°
2800.00	29	100.00	90°
2900.00	30	100.00	90°
3000.00	31	100.00	90°
3100.00	32	100.00	90°
3200.00	33	100.00	90°

FILING RECORD

LEGEND

NOTES



APPROVALS

Approved by the County Engineer of Laraine County, Oregon
 Approved by the State Engineer of Oregon
 Approved by the State Surveyor of Oregon

CERTIFICATE OF SURVEYOR

I, John A. Steel, Registered Professional Land Surveyor in the State of Oregon, hereby certify that this plat of Survey and Map is a true and correct copy of the original map and plat as shown to me by the owner of the land shown hereon, and that the measurements were taken by me or under my direct supervision during the month of July, 1988, that the measurements are correct, and that the bearings and distances are true and correct to the best of my knowledge.

STEEL SURVEYING SERVICES
 PROFESSIONAL LAND SURVEYORS
 1461 WEST 14th STREET, P.O. BOX 920
 MEDFORD, OREGON 97504

PREPARED JULY 1988

I-80 INDUSTRIAL RAIL PARK
 A SUBDIVISION OF
 A PORTION OF SECTION 19, T14N, R81W OF THE
 6th P.M., LARAINIE COUNTY, OREGON.

PROTECTIVE COVENANTS FOR THE I-80 INDUSTRIAL RAIL PARK SUBDIVISION

COPY TO ASSESSOR

LARAMIE COUNTY CLERK CHEYENNE, WY.

'96 JUL 2 PM 4 18 185874



KNOW ALL MEN BY THESE PRESENTS:

These conditions, covenants, restrictions and easements apply to the industrial park known as the "I-80 Industrial Rail Park" subdivision, hereinafter described on "Exhibit A" and referred to as the I-80 IRP; and

THIS DECLARATION, made this 1st day of July, 1996, by the owners of the I-80 IRP, known as "Mid-Continent Industrial Rail Park, LLC", a Wyoming limited liability company, hereinafter referred to as the "DECLARANT",

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property known as the I-80 IRP, located in County of Laramie, State of Wyoming, and more particularly described in "Exhibit A", attached hereto, is desirous of subjecting said real property to the conditions, covenants, restrictions and easements hereinafter set forth, all of which are for the benefit of said real property and for the owners thereof, and shall enure to the benefit of and pass with said real property, and each track or parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.


NOW, THEREFORE, the Declarant hereby declares that all of the real property described herein is, and shall be, held, transferred, or sold, subject to the conditions, covenants, restrictions and easements hereinafter set forth:

Clause I

DEFINITION OF TERMS

Unless the context otherwise specifies or requires, the terms defined in this Clause shall be used in this Declaration, have the meanings herein set forth:

- 1.1 Architect - the term shall mean a person holding a certificate to practice architecture in the State of Wyoming.
1.2 Beneficiary - the term shall mean a mortgagee under a mortgage, as well as a beneficiary under deed of trust.
1.3 Building Site - the term shall mean any tracts, or portions thereof, or a parcel of land upon which a building and appurtenant structures and improvements may be erected in conformance with the requirements of these covenants.
1.4 Committee - the term shall mean the appointed members of the Design and Community Impact Committee, as defined in Clause IV of this Declaration.
1.5 Declarant - the term shall mean the owners in the Mid-Continent Industrial Rail Park, LLC, a Wyoming limited liability company, their successors and assigns of the real property known as the I-80 Industrial Rail Park (I-80 IRP).

- 1.6 Declaration - the term shall mean this Declaration of conditions, covenants, restrictions and easements for the I-80 Industrial Rail Park (I-80 IRP) as it may from time to time be amended or supplemented. 
- 1.7 Deed of Trust - the term shall mean a mortgage as well as a deed of trust.
- 1.8 Engineer - the term shall mean a person holding a certificate to practice civil engineering in the State of Wyoming.
- 1.9 Front Property Line - the term shall mean the property line separating a tract from a street. On a corner tract only one street line shall be considered as a front lot line and that shall be the line of the street facing the main building entrance.
- 1.10 Improvement or Improvements - the term shall include buildings, outbuildings and appurtenant thereto, roads, driveways, parking areas, loading areas, fences, screening walls and barriers, retaining walls, masonry walls, hedges, lawns, mass plantings, stairs, decks, distribution lines (water, sewer, telephone, electrical and gas), poles, signs, and any other structures of any kind or type located thereon.
- 1.11 Mortgage - the term shall mean an interest in land created by a written instrument providing security for the performance of a duty or a payment of a debt.
- 1.12 Occupant - the term shall mean a lessee or licensee of an owner, or any other person or entity other than an owner in lawful possession of a tract with the permission of the owner.
- 1.13 Owner - the term shall mean (i) the person or persons holding record fee title to any portion of the property; or (ii) the lessee or lessees entitled to occupy all of a parcel under a lease for a fixed term of thirty (30) years or longer, in which case the fee owner of the parcel demised by such lease shall not be deemed to be the owner of such parcel for the purposes of this Declaration during the term of said lease. In the event that the ownership of the improvements on any parcel shall ever be severed from the ownership of the land, whether by lease or by deed, only the owner of the improvements shall be deemed an owner hereunder and shall be entitled to act on behalf of the owner of the land for all purposes hereunder.
- 1.14 Person - the term shall mean any individual, partnership, association, corporation, or any legal entity which may by law own real estate.
- 1.15 Property Line - the term shall mean the boundary of each tract.
- 1.16 Rear Property Line - the term shall mean the property line opposite of the "front property line".
- 1.17 Record; Recorded; Recordation - the terms shall mean, with respect to any document, the recordation of said document in the Office of the Recorder of Laramie County, Wyoming.
- 1.18 Setback - the term 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) to the building foundation(s).
- 1.19 Side Property Line - the term shall mean any property lines other than front or rear tract lines.
- 1.20 Sign - the term shall mean any structure, devise or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

- 1.21 Street - the term shall mean any street, highway, road, or thoroughfare within or adjacent to the subject property and shown on any recorded subdivision or recorded survey, whether designated thereon as a street, boulevard, place, drive, road, court, lane, circle or otherwise.
- 1.21 Subject Property - the term shall be synonymous with the term "I-80 IRP" and shall mean all of the real property now or hereafter made subject to this Declaration.
- 1.22 Surveyor - the term shall mean a person holding a certificate to practice land surveying in the State of Wyoming.
- 1.23 Tract - the term shall mean a fractional part of the "subject property" as subdivided on the I-80 IRP subdivision or parcel maps recorded from time to time in the Office of the Recorder of Laramie County, Wyoming.

Clause II

SUBJECT PROPERTY

2.1 General Declaration - The Declarant hereby declares that all of that real property known as the I-80 IRP, located in the County of Laramie, State of Wyoming, and more particularly described in "Exhibit A" is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved or transferred, in whole or in part, subject to this Declaration. All of the conditions, covenants, restrictions and easements set forth herein are declared and agreed to be in furtherance of the subdivision's planned intent, improvement, and sale of said real property, and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subject property and every part thereof. All of said conditions, covenants, restrictions and easements shall run with all of the subject property for all purposes and shall be binding upon and ensure to the benefit of Declarant and all owners, occupants, and their successors in interest as hereinafter set forth in this Declaration.

Clause III

LAND USES

3.1 Uses Permitted - The I-80 IRP is a major heavy use, hazardous materials (temporary storage only) industrial rail park designated for commercial and industrial uses, research and development uses, manufacturing, commercial and industrial support and service uses, warehousing, with fully operational transloading facility and support services for those within and outside the I-80 IRP. The Declarant may amend this Clause from time to time to allow other and different uses, if such amendment is deemed necessary. The following uses are permitted within the I-80 IRP:

Heavy Industrial - Any industrial, manufacturing, fabrication, or processing use, associated offices and accessory commercial or support activities, which do not emit pollutants to the soil; railroad facilities and accessory support activities, maintenance facilities; storage yards; transportation facilities and accessory support activities; retail uses; recycling uses; warehousing, wholesale and distribution uses; and any other or similar land uses associated with the above listed land uses.

3.2 Uses Prohibited - The following land uses shall not be permitted within the I-80 IRP: 

Auto wrecking, salvage yards, junkyards or businesses whose principal operation is outside storage and salvage of scrap metals and parts; slaughter houses; stockyards and rendering works; dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals, or other refuse (not to exclude modern recycling); any industrial, manufacturing, fabrication, or processing use that becomes an annoyance or nuisance to the I-80 IRP by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation or noise; trailer courts or recreation vehicle campgrounds; and all forms or classifications of residential uses.

3.3 Public Utility and Main Lines - Public utilities shall be placed within easements so granted for such use on the recorded plat of the I-80 IRP, or granted easements in subsequent recorded subdivisions or affidavits. If such service requires placement of lines outside of an existing granted easement on said plat(s) and the utility company requests an easement to be created over said utility line, the owner of the tract or tracts shall have prepared, execute and record an Affidavit to Create an Easement by an appropriate entity to do so for placement on record. Declarant reserves the sole right to grant consents for any variances therefrom for the construction and operation of public utilities.

3.4 Utility Service Lines - No utility and/or drainage line shall be constructed, placed or maintained anywhere in or upon any portion of the subject property, unless the same shall be constructed, placed and maintained underground or concealed in or under buildings or other structures. All telephone and electrical connections and installations to buildings shall be made underground from the nearest available power and telephone source. No transformer shall be located on any power pole nor hung on the outside of any building, but the same shall be pad-mounted on the surface in an industrial approved cabinet. Any design variances therefrom for such installations shall require the prior written approval of the Committee and the Declarant. Nothing contained herein shall be deemed to forbid the erection or use of temporary power, or permanent communication or other devices pertinent to the conduct of the owner's business or operations.

3.5 Other Operations and Uses - Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved, in writing, by the Committee and the Declarant. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of the Committee and the Declarant.

Clause IV

DESIGN AND COMMUNITY IMPACT COMMITTEE

4.1 Formation of Committee - the Declarant hereby establishes a Design and Community Impact Committee, herein referred to as the "Committee", consisting of at least five (5) individuals, to serve as an advisory and recommending committee of the eastern Communities and Laramie County in reviewing goals and objectives and the project's proposal, plans, specifications and details relative to this Declaration for the Declarant of the I-80 IRP.

4.2 Membership - the Committee is composed of members who have been appointed by the Declarant on the date of recording these covenants. The General Manager of the Mid-Continent Industrial Rail Park, LLC, shall have the sole right to appoint members of the Committee in behalf of the Declarant. The appointments will be made annually, except for the initial appointee shall serve to the end of the year 1997, and then each appointee shall serve accordingly to the specified term below or until their successors are appointed. An appointee may serve additional terms if re-appointment is confirmed by the designated community or entity and the General Manager.

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If the General Manager fails to appoint such members or to fill a vacancy, a majority of the Owners may appoint such member(s) thirty (30) days after written request to the General Manager to make the appointment and no appointments having been made. The terms and members of the committee shall be appointed as follows:

- a. A representative from each of the communities of Albin and Burns, if available, for a term of one (1) year or until a successor is appointed; and
- b. A representative from the community of Pine Bluffs, if available, for a term of three (3) years or until a successor is appointed; and
- c. A representative from the Board of Commissioners for Laramie County, Wyoming, if available, for a term of two (2) years or until a successor is appointed; and
- d. Remaining members shall consist of representatives of the Declarant and the General Manager of Mid-Continent Industrial Rail Park, LLC.

4.3 Rules of Procedures - The Committee may adopt rules and regulations from time to time governing its activities not inconsistent herewith. The Committee shall meet at the convenience of the members and as often as necessary to transact business, acting on the concurrence of the majority of the members present.

4.4 Right of Committee - The Committee may create an advisory sub-committee from time to time to advise them on matters pertaining to a proposal, the subdivision and/or the community's objectives. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any tract or tracts unless and until the plans, specifications, details, elevations, etc. have received a written recommendation of acceptance by the Committee and written approval by the Declarant.

4.5 Action by Committee - The Committee shall recommend approval or disapproval of submitted proposals, plans, specifications and details within thirty (30) days from the receipt thereof. Two (2) sets of said documents, with the Committee's endorsement thereon, shall be prepared with one (1) set returned to the person submitting the documents and one (1) set retained by the Committee. The majority vote of said Committee shall be binding on their recommendation to the Declarant.

4.6 Basis of Action - The Committee shall have the right to recommend disapproval of any proposal, plan, specification or detail submitted to it as aforesaid in the event such proposal, plan, specification and detail are not in accordance with all of the provisions of this Declaration, if the design of the proposed building or other structure is not in harmony with the general surroundings of such tract, or with the adjacent buildings or structures, if the plans and specifications or details, or any part thereof, are contrary to the interests, welfare, or rights of all or any part of the subject property hereto, or the owners thereof, all in the sole discretion of the Committee. The decision of the Committee shall be transmitted to the Declarant, in writing, for final action.

Clause V

CONSTRUCTION OF IMPROVEMENTS

5.1 Plan Approval Requirement - All proposals, plans, specifications and details for any buildings or structures whatsoever to be erected on or moved upon or to any tract or tracts, and the proposed location thereof, any other improvements, exterior building(s) or structure(s) elevations along with construction materials thereof, any later changes or additions thereto after initial review by the Committee thereof, and any remodeling, reconstruction, alterations, or additions to any building or other structures on any tract or tracts shall be subject to and shall require the review of the Committee, as the same is from time to time composed, before any such excavation, construction, remodeling, or addition work is commenced. There shall be submitted to the Committee five (5) complete sets of the business proposal, plans, specifications and details of any and all improvements, and any erection or alteration of which is desired to a site along with the authorization signature of the owner or occupant, or both, of the tract or tracts, or the authorized agent thereof. Such presentation of documents shall be in such form and shall contain such information as may be required by the Committee, but shall in any event include the following:

- 5.1.1 A site development plan of the tract or tracts showing the nature, grading scheme, kind, shape, composition, and location, size and height of all structures, walls, fences, or other permanent structures proposed to be constructed, altered, placed or maintained, together with the proposed construction material, showing the proposed front, rear and side setback distances of each, and distances between the proposed permanent structures on site and of those existing permanent structures on adjacent tracts, with a layout of any parking facilities showing location and number of all parking spaces and driveways alignments with respect to the particular tract or tracts to be developed; and
- 5.1.2 A drainage and grading plan; and
- 5.1.3 A utility plan showing location of existing and proposed utility services or main lines and the well and septic systems, i.e. well and service line, septic system and service lines, electric, gas, phone, cable TV lines; and
- 5.1.4 A building or structure elevation plan showing dimensions, materials, and exterior color scheme. Any material changes must be submitted to and accepted by the Committee prior to installation.

5.2 Basis of Approval - approval shall be based upon the compatibility and conformity of the proposal, plans, specifications and details of meeting the overall subdivision's planned intent and to this Declaration. Among other things, plans must address adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring tracts, proper facing of main elevation with respect to nearby streets, and adequacy of screening and buffering devices. The Committee shall have the right to recommend disapproval of any proposal, plans, specifications and/or details submitted hereunder on any reasonable grounds including, but not limited to, the following:

- 5.2.1 Failure to comply with any of the restrictions set forth in this Declaration; or
- 5.2.2 Failure to include information in such plans, specifications or details as may have been reasonably requested by the Committee; or

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- 5.2.3 Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure and/or improvement; or
 - 5.2.4 Objection of incompatibility or location of any proposed structure or land use with existing structures, improvements or land uses upon other tracts, or other property in the vicinity of the subject property; or
 - 5.2.5 Objection to the grading and drainage for any tract with reference to an adjacent tract and improvements, and/or overall drainage intent; or
 - 5.2.6 Any other matter which, in the judgement of the Committee, would render the proposed improvements or land use inharmonious with the general plan for improvement of the subject property, the subdivision's planned intent, or with improvements located upon other tracts or other property in the vicinity within said development.

5.3 Approval - the Committee may recommend proposals, plans, specifications and details as submitted, or as altered or amended, or subject to specific conditions. If action by the Committee is conditional, the conditions shall be in writing and be made part of the permanent record caused under Clause IV, Section 4.5 hereinabove, with the Committee and the person submitting the documents.

5.4 Declarant and Committee Not Liable - the Declarant, the Committee, their successors and assignees, or their designated agent shall not be liable for any damages, loss, or prejudice suffered or claimed by any person on account of:

- 5.4.1 The approval or disapproval of any proposal, plan, specification, drawing and detail, whether or not in any way defective; or
- 5.4.2 The construction of any improvement, or performance of any work, whether or not pursuant to approved plans, specifications, drawings and details; or
- 5.4.3 The development deficiencies of any tract or tracts within the I-80 IRP.

5.5 Construction without Approval - If any structure or improvement shall be erected, placed, or maintained upon any tract, or any new land use commenced upon any tract, other than in accordance with the approval action pursuant to the provisions of this Clause V, such alteration, erection, placement, maintenance, or land use shall be deemed to have been undertaken in violation of this Declaration; upon written notice from the Committee, any such structure or improvement so altered, erected, placed, maintained, or land use upon any tract is in violation of this Declaration shall cease or be amended so as to conform to the Declaration. Should such removal, alteration, cessation or amendment of land use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Clause VIII.

Clause VI

DEVELOPMENT STANDARDS

The provisions of this Clause are subject to review and approval by the Committee and the Declarant:

6.1 Setbacks - the minimum setback for all structures on front, rear and side yards shall be fifty (50) feet. It is contemplated that maneuvering of trucks and trailers be confined to the premises of each establishment or tract; no loading dock shall be located closer than forty (40) feet from the street to prohibit any truck, or part thereof, to be parked or be allowed to stand within the public right-of-way while loading or unloading, with the exception of Track 33, the I-80 IRP "Transload, Support and Delivery Operations" (Common Area).

6.2 Building Construction - Any new or alteration in construction of buildings or structures shall ensure that the main entrance be facing the street and shall have an exterior facing of brick, painted block, stone, flagstone, moss rock, pre-cast architectural concrete, aesthetically, attractive, decorative metal design or other attractive material.

6.3 Storage, Maintenance and Loading Areas - All storage of bulk commodities, materials, supplies, products and equipment, designated maintenance and loading areas on the exterior of the buildings must be constructed and used in accordance with plan approval. All such areas shall be kept clean and in good condition and repair and be adequately screened or buffered from view of any street. Screening or buffering devices and construction material shall be selected and provided by applicant.

6.4 Signs - no billboards or advertising signs, other than those identifying the name of the business and their products of the person or firm occupying the premises, shall be permitted, except that a sign identifying the I-80 IRP and offering the premises for sale or lease may be permitted. All signs shall be engineered for structural integrity for this region and meet the minimum setback requirements of Clause VI, Section 6.1, with the exception of a ground sign which may be placed within 25 feet of any property line. The ground sign may not exceed three (3) feet in height. The design, location and engineer's certification of all signs shall be submitted by the applicant.

6.5 Each tract or tracts shall be engineered and designed by an engineer for proper over lot drainage, drainage control and storm water detention/retention to control existing and increased water caused by development. No impounding of water, except as a planned pond as a landscaping feature, shall be allowed in able to conform to the overall drainage patterns of the area and neighboring properties. A drainage design and grading plan prepared by an engineer shall be submitted by the applicant.

6.6 Amenities - all parking lots, loading and maintenance areas, and walkways for pedestrian visitor or employee foot traffic shall be provided with an all-weather surface of concrete, flagstone, oil surface or other approved hard surface. These facilities shall be in compliance with the ADA requirements, unless waiver is provided by the appropriate enforcement agency with submittal.

6.7 All entities, including but not limited to, corporations, partnerships, limited liability companies, sole proprietors and individuals, operating within I-80 IRP, shall at all times comply fully with any Federal, State or Local Environmental Protection Agency requirement, restriction, rule or regulation. Any such agency requiring a review and approval process on the intended land use, the applicant shall be required to submit proof of said governmental approvals prior to action by the Committee or the Declarant.

Clause VII

MAINTENANCE RESPONSIBILITY

7.1 Owner's Maintenance Responsibility - each owner or occupant of a tract or tracts shall be responsible for the maintenance of their tract or tracts and the construction thereon, including the maintenance or repair of any utility lines which service said tract or tracts and/or improvements, and any driveways and drainage ditches within the right-of-way of the street(s) lying adjacent to said tract or tracts.

Clause VIII

ENFORCEMENT

8.1 The conditions, covenants, restrictions and easements herein set forth shall run with the land and be binding upon and ensure to the benefit of the Declarant and owners, their successors and assigns, of every part and parcel of the premises. These conditions, covenants, restrictions and easements may be enforced, as provided hereinafter, by the Declarant and owners, as well as by the Committee, acting on behalf of the Declarant. Each owner, by acquiring an interest in the premises, shall be conclusively deemed to appoint irrevocably the Committee as their trustees for such purposes. Violation of any condition, covenant, restriction or easement herein contained shall give to the Declarant, the Committee and the owners, or any of them the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any of said conditions, covenants, restrictions and easements, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such conditions, covenants, restrictions and easements shall give to the Committee, acting as such trustees, the right to enter upon the premises and remove at the expense of the owner thereof any structure, improvement or condition that may be or exist thereon contrary to the provisions hereof. Every act, omission to act, or condition which violates the conditions, covenants, restrictions and easements herein contained shall constitute a nuisance and shall give the right to the Declarant to: (1) correct any violation of this Declaration and file a lien against the violating occupant or owner's property to cover the costs involved in correcting said violation (the violation of these conditions, covenants, restrictions and easements shall not defeat nor render invalid the lien on any mortgage, or deed of trust, made in good faith and for value, or (2) use every remedy available in law or equity for the abatement of nuisance shall be available to the Declarant, the Committee and the owners. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties for whom judgement is entered shall be entitled to costs and reasonable attorney fees in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

8.2 Unless otherwise grandfathered or exempt, each entity, including but limited to, corporations, partnerships, limited liability companies, sole proprietors and individuals, of the subject property is required to comply fully with, Federal, State and Local requirements, restrictions, rules, regulations and applicable law and will be held personally responsible for determining compliance. Where such requirements, restrictions, rules and regulations and applicable law is more restrictive than this Declaration, the former shall control.

8.3 Invalidation of any one of these conditions, covenants, restrictions or easements or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8.4 The failure of the Declarant, the Committee, or the owners of real property to enforce strict performance and compliance of the provisions of this Declaration shall not be construed as a waiver of such Protective Covenant in any other instance.

Clause IX



VARIANCES AND TERMINATION

9.1 Variances - the Committee or Declarant shall have the right to waive or grant variances, both temporary and permanent, from the conditions, covenants, restrictions and easements set forth in this Declaration if, in their judgement, such waiver or variance is warranted in a particular instance, provided that no waiver or variance shall be granted where the result of such waiver or variance shall be granted that would be contrary to or inconsistent with applicable governmental laws, rules, regulations, restrictions or requirements, unless the prior consent thereto is granted by the appropriate governmental body or official.

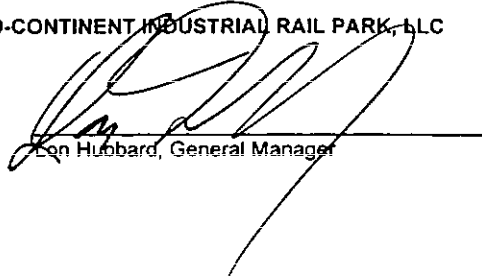
9.2 Termination - Each of the conditions, covenants, restrictions and easements set forth above shall continue and be binding upon the Declarant and upon their successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of thirty (30) years from the date of execution of this Declaration, and automatically shall be continued thereafter for successive periods of ten (10) years each, provided, however, in the event that the owners of seventy-five (75) percent of the fee simple of the real property subjected to these Protective 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 amendment, in writing, and filing the same in the Office of the General Manager for the review and action by the Committee and the Declarant prior to filing in the Office of the County Clerk of Laramie County, Wyoming. A recordable certificate by an abstractor doing business in the County of Laramie, State of Wyoming, as to the recorded ownership of the property hereby restricted, and a recordable certificate by a surveyor or engineer authorized to practice in Wyoming, as to the square footage owned by the recorded owner as shown by said abstractor's certificate, shall be deemed conclusive evidence of ownership and square footage thereof, and hereby restricted by the provisions of this section.

9.3 The Declaration or any part thereof may be revised, amended, changed or repealed by the Declarant, through the General Manager, until which time that the I-80 IRP is seventy-five (75) percent owner/occupied (based on the number of square feet owned as compared to the total area) and with a recommendation of approval by the Committee.

EXECUTED THIS 1st day of July, 1996.

MID-CONTINENT INDUSTRIAL RAIL PARK, LLC

By:

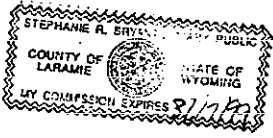


Len Hubbard, General Manager

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STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

On this 17th day of July, 1996, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lon Hubbard, General Manager of Mid-Continent Industrial Rail Park, LLC, to me known to be the person whose name is subscribed to within this instrument, and acknowledged to me that he executed the same.



Stephanie R. Bryson
Notary Public

My commission expires: 3/1/99

"EXHIBIT A"

To be attached and be made a part of the I-80 Industrial Rail Park Protective Covenants

LAND DESCRIPTION

I-80 Industrial Rail Park

A subdivision of a portion of Section 19, Township 14 North, Range 61 West of the 6th P.M.,
Laramie County, Wyoming, more particularly described as follows:

Tracts 1-33, inclusive.

Containing 261.040 Acres, more or less.

This instrument filed for record by First American Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

**TERMINATION OF PROTECTIVE COVENANTS
FOR THE I-80 INDUSTRIAL RAIL PARK SUBDIVISION**

This TERMINATION OF PROTECTIVE COVENANTS FOR THE I-80 INDUSTRIAL RAIL PARK SUBDIVISION (this "Termination") is made and entered into effective as of the 5th day of August, 2011 by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad").

WITNESSETH:

WHEREAS, Railroad is the owner of the real property currently known as the I-80 Industrial Rail Park subdivision, as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the previous owner of the Property, Mid-Continent Industrial Rail Park, LLC, a Wyoming limited liability company, as Declarant, (hereinafter "Declarant") entered into those certain Protective Covenants for the I-80 Industrial Rail Park Subdivision, dated July 1, 1996 and recorded in the Office of the Laramie County Clerk, Cheyenne, Wyoming, at Book 1427, Page 1729 on July 2, 1996, subjecting the Property to the conditions, covenants, restrictions and easements therein (the "Covenants"); and

WHEREAS, Section 9.2 of the Covenants provides that the owners of seventy-five (75) percent of the fee simple title to the I-80 Industrial Rail Park Subdivision, based on square footage, may release all or any part of the land restricted by the Covenants or may make changes or modify said restrictions (collectively, a "Release"); and

WHEREAS, the Covenants prescribe that a Release shall be filed in the Office of the General Manager of Declarant for the review and action by the Design and Community Impact Committee, as the same as defined in the Covenants ("Committee") and Declarant prior to filing the same with the Laramie County Clerk; and

WHEREAS, Railroad is the owner of more than seventy-five (75) percent of the Industrial Rail Park Subdivision; and

WHEREAS, Declarant has been administratively dissolved by the State of Wyoming as of March 14, 2009, more than two years prior to the effective date of this Termination, and is therefore deemed defunct and to have forfeited its articles of organization; and

WHEREAS, upon the information and belief of Railroad, the Committee was not established by Declarant, or if established, has been dissolved or terminated; and

WHEREAS, Railroad desires to terminate the Covenants and release the Property from the covenants, restrictions and easements therein.

NOW THEREFORE, the Railroad hereby releases the Property from the conditions, covenants, restrictions and easements set forth in the Covenants and terminates the Covenants as follows:

1. Termination. Railroad hereby declares that the Covenants are hereby terminated and of no further force and effect. The Property is hereby released from any conditions, covenants, restrictions and easements contained in the Covenants and may be conveyed free and clear of the same.

IN WITNESS WHEREOF, the Railroad has executed this Termination effective as of the date and year first above written.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

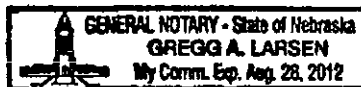
By: Tony K. Love
Tony Love, AVP - Real Estate

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On August 5, 2011, before me, Gregg A Larsen, Notary Public in and for said County and State, personally appeared Tony K. Love, Assistant Vice President - Real Estate, of Union Pacific Railroad Company, a Delaware corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Gregg A Larsen
Notary Public

