BROOMS HA S.X. No. 5A PARK
LOT SPLIT
LOTS 1C & 1D, BLOCK 4
NATRONA COUNTY, WYOMING

STATE OF WYOMING
COUNTY OF NATRONA

I do hereby certify that this lot split has been examined by me and found to comply with the regulations for Natrona County, Wyoming, and is therefore approved for filing.

Date: 12/17/00

Adding a certificate

Date: 12/14/00

County Surveyor

County Health Officer

Date: 12/14/00

County Planner

 Owner: 12-15-99

George F. Allen

KNOW ALL MEN BY THESE PRESENTS, I, Steve M. Castle do hereby state that I prepared this plot from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision, in accordance with the Subdivision Regulations of Natrona County.

LEGEND

○ Recovered Hvy. R/W Monument
□ Recovered 2 1/2” Concrete
□ Filled TPE w/ Nail
□ Set 5/8” Redir W/Al Cap
□ Recorded Data
□ Data This Survey

NOTE:
RECORDED DATA AS SHOWN ON PLAT OF BROOMS-HAT SIX INDUSTRIAL PARK RECORDED NOV. 21, 1979, BOOK 294 PAGE 322, NATRONA COUNTY CLERKS OFFICE
QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That

Mary G. Ito, a single woman,

of the County of Natrona, State of Wyoming, in consideration of the sum of Eight Hundred ($800.00) in lawful money of the United States of America, to be paid by the

H. H. "Skeeta" Walker,

the receipt whereof is hereby acknowledged, has paid, released, and forever quitclaimed and by these presents does, for himself, heirs, executors and administrators, remise, release and forever quitclaim unto the said

H. H. "Skeeta" Walker, his heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as she has

The Northwest quarter (NW1/4) of Section 9, Township 33 North of Range 76 West of the 6th P.M., Natrona County, Wyoming,

Grantee shall, at his own expense, erect a legal fence along the west and south sides of the lands herein conveyed.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said

H. H. "Skeeta" Walker, his

heirs and assigns, to him and their own proper use and benefit forever. So that neither

Mary G. Ito, a single woman,

nor any other person in her name or behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but that and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I

the undersigned, hereby set my hand and seal this 9th day of MAY, 1947

Mary G. Ito

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)
INDIVIDUAL ACKNOWLEDGMENT

The State of Wyoming,
County of Natrona

On the 7th day of May, 1947, before me personally appeared

Mary G. . , a single woman.

She described herself and who presented the foregoing instrument and acknowledged that, she

is of sound and disposing memory and capable, of understanding and not under any unlawfully

influences or restraint, and that the contents of the instrument is that of her free will and left.

and that she has thereunto set her hand and seal.

My commission expires on the 1st day of November, A.D. 1957.

Harriett Nichols, Notary Public.

CITY OF WYOMING,

CORPORATION ACKNOWLEDGMENT

The State of Wyoming,
County of

On this day of , A.D. 1947, before me personally appeared

, a duly authorized officer of the Corporation described in and which executed the

foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument

was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said

instrument to be the free act and deed of said Corporation.
KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned INTERMOUNTAIN INVESTMENT COMPANY, a Wyoming corporation, is the owner of all that certain real property situate in Natrona County, State of Wyoming, described on Exhibit A hereto annexed and made a part hereof, which said real property it intends to plat and dedicate as

INTERMOUNTAIN INDUSTRIAL PARK
A SUBDIVISION OF NATRONA COUNTY
STATE OF WYOMING,

and which said real property is hereinafter referred to as the "Park",

AND WHEREAS, in order to insure the use and development of the Park for commercial and industrial purposes only, to maintain the sightly appearance thereof for such purposes and to maintain property values therein, the undersigned desires hereby to make and impose upon the Park the restrictions and limitations hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises,

INTERMOUNTAIN INVESTMENT COMPANY, a Wyoming corporation ("Intermountain") does hereby and by these presents make, declare, impose, adopt and place upon the Park (being all of the real property described on Exhibit A hereto) and upon all of the tracts thereof which Intermountain may hereafter separately convey prior to the platting and dedication thereof, and upon all of the lots into which the same may hereafter be divided upon such platting and dedication (which said tracts and lots are hereinafter referred to as "lots"), the following restrictions and limitations governing the use and development of all lots within the Park to wit:
1. **Permitted Uses:** Subject to the limitations set forth in paragraph 2, below, all lots in the Park shall be used exclusively for commercial and industrial purposes.

2. **Prohibited Uses:** No lot shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive by reason of emission of dust, odors, gas, smoke, fumes, ashes or burned material, or noise. Without limiting the generality of the foregoing, the following specific commercial or industrial uses and activities are prohibited and shall not be permitted, carried on or maintained on any lot in the Park, to wit: slaughter or packing houses, tanneries, junk yards for cars or otherwise, livestock or poultry feed yards or barns or houses, stables, kennels (except in connection with a hotel or motel operation only), grocery, drug or clothing stores, bars, bottle clubs, night clubs, liquor stores, eating establishments, places of entertainment, amusement or sports, provided, however, that any motel, hotel or truck or automobile service center located in the Park may maintain on the premises thereof restaurants, cafes, places of entertainment, including bars and night clubs, and may maintain on such premises as an incident to the operation thereof shops for the sale of goods and merchandise, including liquor package goods, drugs, clothing and other items customarily available for sale in such places.

3. **Approval of Plans:** Before commencing the construction or alteration of all buildings, improvements, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to any lot within the Park, the property owner shall first submit site plans or plans and specifications therefor, including color schemes, to
Intermountain for its written approval. In the event that Intermountain shall fail to approve or disapprove such building plans, specifications, or site plans within 30 days after the same have been submitted, such approval will not be required and this covenant will be deemed to have been complied with.

4. **Approval of Signs:** Plans and specifications for the construction, installation, or alteration of all outdoor signs shall be first submitted to and have the written approval of Intermountain.

5. **Construction Materials and Equipment:** The exterior walls of all buildings in the Park shall be fire-resistive. The use of materials shall be subject to the approval of Intermountain as provided for in paragraph 3, above. All buildings shall be equipped with outside lighting adequate to illuminate the front and the back of such building.

6. **Setbacks:** No building shall be constructed on any lot nearer than 20 feet to the right of way line of streets. In the case of corner lots both 20-foot front setbacks shall apply. There shall be maintained a strip of 20 feet minimum of landscaped ground along and within the street property lines, exclusive of drives and walks. Minimum side yards shall be 20 feet and shall aggregate 40 feet on each individually owned lot, provided, however, that where suitable the 20-foot minimum may be waived by Intermountain. In the event more than one lot shall be owned by one person or entity and in the improvement of such lot or tract a building shall be erected on more than one lot or tract, the side line restriction on the interior line or lines shall not be applicable and shall be waived. Provided further, that if a part of a lot shall be sold before any improvement shall have been erected, then the line between the part sold and the
part retained shall be the property line to which this setback restriction shall apply.

7. **Parking:** All parking in the Park shall be off-street, and it shall be the responsibility of lot owners or other persons holding under them to provide adequate off-street parking for owners, employees and visitors within their property lines. All such parking areas shall be covered with a hard, dust-free, paved surface.

8. **Loading Docks:** No loading dock shall be constructed facing on any public street or highway unless such loading dock and every part thereof is at least 100 feet inside the right of way line of the street or highway on which such loading dock fronts.

9. **Storage Yards:** Outdoor storage yards shall be placed at the rear of any lot, and shall conform with the building line restrictions set forth in paragraph 6, above.

10. **Septic Systems:** There shall be no outside toilets in the Park. The owner of each lot shall be responsible for the construction and installation of a septic system and septic tanks in connection with any improvements erected on the lot. The plans and specifications for such septic system shall be submitted to and be approved by the State of Wyoming Department of Health before installation of any such system can commence, and such system shall be constructed in strict conformity to the approved plans and specifications therefor and in strict compliance with the standards and requirements of the Wyoming Department of Health.

11. **Condition of Property:** The owner of any lot shall at all times keep the premises, buildings, improvements, and
appurtenances in a safe, clean, neat and wholesome condition and comply in all respects with all government, health, fire, and police requirements and regulations; and the owner shall remove at his own expense any rubbish of any character whatsoever which may accumulate on such lot. In the event such owner fails to comply with any or all of such specifications or requirements, then Intermountain or the owner of any other lot in the Park shall have the right, privilege, and license to enter upon such premises and make any and all corrections or improvements that may be necessary to meet such standards and to charge such owner the expenses incurred in doing so and such charge shall become and constitute a lien upon such premises, and may be evidenced by the filing of a lien statement in the office of the County Clerk, Natrona County, Wyoming, and may be foreclosed upon in the manner provided by Wyoming statutes for the enforcement and foreclosure of mechanic’s or materialmen’s liens.

12. Temporary Structures and Construction Period: Except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot in the Park. The construction of improvements in the Park shall be completed not later than one year from and after the date upon which such construction was commenced.

13. Term: The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and after the date hereof, and shall remain in force and effect thereafter for successive one (1) year periods unless the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty year period or
at the end of any succeeding one year period by agreement of the owners of a majority of the land in the Park, calculated on a square foot basis, excluding streets and public ways.

14. **Violations.** In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for Intermountain or any other person hereafter owning any lot in the Park, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and therein to recover damages for such violation or attempt or to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions.

15. **Savings Clause:** In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

16. **Binding Effect:** The covenants herein contained shall be binding upon Intermountain, and upon all of its successors and assigns, as to any and all of the lots in the Park contained, and are imposed upon the Park as an obligation and charge against all the lands and lots therein situate, for the benefit of Intermountain and all of its successors and assigns as to the lands in the Park, and as a general plan for the benefit of the Park and for the benefit of persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

IN WITNESS WHEREOF Intermountain Investment Company has executed this instrument at Casper, Wyoming on the ____ day of April, 1969.
INTERMOUNTAIN INVESTMENT COMPANY

by

President

Robert E. Johnson

Secretary

STATE OF WYOMING ) SS.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by

Louis E. Rogers, on behalf of INTERMOUNTAIN INVESTMENT COMPANY this 16 day of April, 1949.

Witness my hand and official seal.

Notary Public

Commission expires:

[Signature]

[Stamp]
EXHIBIT A

TO INTERMOUNTAIN INDUSTRIAL PARK
COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT

The SW1/4 of Section 4, Township 33 North, Range 78 West of the
6th P. M., Natrona County, Wyoming.

Two tracts in the NW1/4 of Section 9, Township 33 North, Range 78
West of the 6th P. M., Natrona County, Wyoming, more particularly
described as follows:

(1) Beginning at the northwest corner of said Section 9; thence
south 0°54.5' east along the west boundary of said Section 9, a
distance of 1,377.8 feet; thence north 88°05'56" east, a distance of
628.8 feet; thence south 20°50.5' west, along the westerly boundary
of the Brooks - Hat Six Road, a distance of 122.4 feet; thence
south 66°29.5' east, along the westerly boundary of said road, a
distance of 526.6 feet; thence south 45°02.5' east, a distance of
752.1 feet; thence south 66°29.5' east, a distance of 955.3 feet
to a point on the east-west centerline of said Section 9, from
which the west quarter corner thereof bears south 88°41.5' west,
a distance of 2,495.2 feet; thence north 88°41.5' east, along
the said centerline to the southeast corner of the said NW1/4
Section 9, T33N, R78W; thence north along the east boundary
line of said NW1/4, Section 9, T33N, R78W to the northeast corner
thereof; thence west along the north boundary line of said NW1/4,
Section 9, T33N, R78W to the point of beginning;

and:

(2) Beginning at the southwest corner of the NW1/4 of said Section 9,
T33N, R78W; thence north 0°41.5' east, along the south line of
said NW1/4, Section 9, T33N, R78W, a distance of 767.8 feet to a point
thereon; thence north 66°29.5' west, a distance of 487.5 feet;
thence north 43°33.5' west, a distance of 481.6 feet to a point
on the west line of said NW1/4, Section 9, T33N, R78W, from
which the northwest corner of said Section 9 bears north 0°54.5' west,
a distance of 2,198.5 feet; thence south 0°54.5' east, along said
west line of said NW1/4, Section 9, T33N, R78W to the point of
beginning.

And:

A part of the NE4SE4 of Section 5, Township 33 North, Range 78 West
of the 6th P. M., Natrona County, Wyoming, more particularly
described as follows:

Beginning at the southeast corner of the NE4SE4 of said Section 5;
thence north 0°04' east along the east boundary of said Section 5,
a distance of approximately 440 feet to the south right-of-way line.
of the Chicago, Burlington & Quincy Railroad Co.; thence north-westerly, along said south right-of-way line, a distance of approximately 303.0 feet to a point thereon; thence south 0°04' west on a line parallel to and 300 feet distant from the east boundary of said Section 5, a distance of approximately 565 feet to a point located north 0°00' east, a distance of 200 feet from the northerly right of way boundary of U. S. Highway #20 as located on February 8, 1950; thence south 69°38' east along said northerly right of way boundary a distance of 302.0 feet to a point on the east boundary line of the SW<SW< of said Section 5; thence north 0°00' east along the east boundary line of said SW<SW< of Section 5 to the point of beginning.

EXCEPTING FROM THE ABOVE DESCRIBED LANDS the right of way of the Chicago & Northwestern Railway Company and the right of way of the Chicago, Burlington & Quincy Railroad Company, and the right of way for highway purposes vested in the State of Wyoming acting by and through the Wyoming Highway Commission, and also excepting from the above described lands the following described lands, to wit:

That portion of the NE<NE< of Section 9, Township 33 North, Range 78 West, 6th P. M. lying northeasterly of the northeasterly right of way line of U. S. Highway 20, 26 and 27 and that portion of the SW<SW< of Section 4, Township 33 North, Range 78 West, 6th P. M. lying northeasterly of the northeasterly right of way line of the Chicago, Burlington & Quincy Railway Company.
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
BROOKS-HAT SIX INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned (hereinafter referred
to as "Landowners") are the owners of all that certain real
property situate in Natrona County, State of Wyoming, known
and described as Brooks-Hat Six Industrial park, a subdivi-
sion of Natrona County, Wyoming, as described on Exhibit
"A" attached shown on the plat and dedication thereof duly
recorded in the office of the County Clerk of Natrona
County, State of Wyoming, in Book _____ of Maps at

WHEREAS said lands were previously known as
Intermountain Industrial Park, a subdivision of Natrona
County, State of Wyoming and were the subject of certain
covenants recorded April 16, 1970 in Book 54 of Misc. at
Page 403 of the Natrona County records, which covenants are
intended to be replaced in full by these covenants executed
and consented to by all owners of the property within the
land covered by the previous recorded covenants and restric-
tions. It being the intention of the Landowners that upon
recording of this Declaration the covenants, conditions
and restrictions herein contained shall constitute the
covenants, conditions and restrictions applicable to said
land and voiding in their totality the covenants heretofore
filed.

NOW, THEREFORE, for and in consideration of the
premises, Landowners do hereby and by these presents make,
publish, declare and impose upon all of the real property
situates and included within the Subdivision the following restrictions and limitations governing the use and development of all tracts within the Subdivision, and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Subdivision and shall be binding upon the undersigned and all persons claiming under them and shall be for the benefit of, as well as limiting and restricting, all future owners of tracts within the Subdivision, to-wit:

**ARTICLE I**

**GENERAL RESTRICTIONS**

1. **Permitted Uses** Subject to the limitations set forth in paragraph 2, below, all lots in the Park shall be used exclusively for commercial and industrial purposes and shall comply with all County and State zoning regulations.

2. **Prohibited Uses**: No lot shall be used for any purpose or business which is noxious or offensive by reason of emission of dust, odors, gas, smoke, fumes, ashes or burned material, or excessive noise. Without limiting the generality of the foregoing, the following specific commercial or industrial uses and activities are prohibited and shall not be permitted, carried on or maintained on any lot in the Park, to wit: slaughter or packing houses, tanneries, junk yards for cars or otherwise, livestock or poultry feed yards or barns or houses, stables, kennels (except in connection with a hotel or motel operation only), bars, bottle clubs, night clubs, provided however, that any restaurant, motel, hotel or truck or automobile service center located in the Park may maintain on the premises a bar, package store, lounge or night club.
3. Lighting: All buildings shall be equipped with outside lighting adequate to illuminate the front and back of such building, which shall include at least one 7,000 lumen night light for each two-acre tract upon which a building is situated.

4. Parking: All parking in the park shall be off-street, and it shall be the responsibility of lot owners or other persons holding under them to provide adequate off-street parking for owners, employees, and visitors within their property lines. All such parking areas shall be covered with a hard, dust-free, paved surface.

5. Loading Docks: No loading dock shall be constructed facing on any public street or highway unless such loading dock and every part thereof is at least 100 feet inside the right of way line of the street or highway on which such loading dock fronts.

6. Storage Yards: Outdoor storage yards shall be placed at the rear of any lot.

7. Septic Systems: The owner of each lot shall be responsible for the construction and installation of a septic system and septic tanks in connection with any improvements erected on the lot. The plans and specifications for such septic system shall be submitted to and be approved by the appropriate state or local Department of Health before installation of any such system can commence, and such system shall be constructed in strict conformity to the approved plans and specifications therefor and in strict compliance with the standards and requirements of such agency.

8. Condition of Property: The owner of any lot shall at all times keep the premises, buildings, improvements,
and appurtenances in a safe, clean, neat and wholesome condition and comply in all respects with all government, health, fire, and police requirements and regulations; and the owner shall remove at his own expense any rubbish of any character whatsoever which may accumulate on such lot. In the event such owner fails to comply with any or all of such specifications or requirements, then upon approval of a majority of the other owners in the subdivision such owners shall have the right, privilege, and license to enter upon such premises and make any and all corrections or improvements that may be necessary to meet such standards and to charge such non-complying owner the expenses incurred in doing so and such charge shall become and constitute a lien upon such premises, and may be evidenced by the filing of a lien statement in the office of the County Clerk, Natrona County, Wyoming, and may be foreclosed upon in the manner provided by Wyoming statutes for the enforcement and foreclosure of mechanic's or materialmen's liens.

9. Temporary Structures and Construction Period: Except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot in the Park. The construction of improvements in the Park shall be completed not later than one year from and after the date upon which such construction was commenced.

ARTICLE II
EASEMENTS

Landowners hereby reserve to themselves, their
successors, and assigns, perpetual easements within the Subdivision boundary, within all road easements, and any other easements indicated on the plat, for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits for the benefit of the Subdivision and for the extension of such facilities into and development of lands adjacent to the Subdivision.

ARTICLE XIII
ENFORCEMENT

1. Enforcement Actions: The Landowners or any one or more of them, their successors and assigns, shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of themselves and all or part of the Brooks-Hat Six Industrial Park owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations on Action: In the event any construction, alteration or site landscape work is commenced upon any portion of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.
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ARTICLE IV

GENERAL PROVISIONS

1. Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successors, representatives and assigns, and shall continue in force and effect until January 1, 1998, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

3. Amendment: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of eighty percent (80%) of the privately owned land included within the boundaries of Brooks-Hat Six Industrial Park, as the same may then be shown by the plat on file in the office of the Clerk of and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 10th day of August, 1978.

INTERCHANGE INVESTMENT COMPANY
Partner

-6-
STATE OF WYOMING } ss.
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me by 

\[\text{[Signature]}\]

this 29th day of August, 1978.

Witness my hand and official seal.

\[\text{[Signature]}\]

My Commission Expires:

\[\text{June 2, 1982}\]

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me by 

\[\text{[Signature]}\]

this 29th day of August, 1978.

Witness my hand and official seal.

\[\text{[Signature]}\]

My Commission Expires:

\[\text{June 2, 1982}\]
STATE OF WYOMING } ss.
COUNTY OF NATRONA } ss.

The foregoing instrument was acknowledged before me by D. J. Damet, this 24th day of August, 1978.

Witness my hand and official seal.

[Signature]
Notary Public
My Commission Expires: June 1, 1982

STATE OF WYOMING } ss.
COUNTY OF NATRONA } ss.

The foregoing instrument was acknowledged before me by D. J. Damet, this 24th day of August, 1978.

Witness my hand and official seal.

[Signature]
Notary Public
My Commission Expires: June 1, 1982

STATE OF WYOMING } ss.
COUNTY OF NATRONA } ss.

The foregoing instrument was acknowledged before me by D. J. Damet, this 24th day of August, 1978.

Witness my hand and official seal.

[Signature]
Notary Public
My Commission Expires: June 1, 1982
STATE OF WYOMING  } ss.
COUNTY OF NATRONA  }

The foregoing instrument was acknowledged before
me by                        this ___ day of  , 1978.

Witness my hand and official seal.

_________________________
Notary Public

My Commission Expires: ___

_________________________
Notary Public

My Commission Expires: ___