QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That

Mary C. Ita, a single woman,

of the County of Natrona, State of Wyoming, in consideration of the sum of Eight Hundred ($800.00) dollars, to be paid by

H. H. "Skeets" Walker,

the receipt whereof is hereby confirmed and acknowledged, do hereby release, release, and forever quitclaim and by these presents do give, grant and convey to her, their heirs, successors, administrators, executors, and assigns, forever, the said

The Northwest quarter [NE1/4] of Section 9, Township 33 North of Range 76 West of the 6th P.M., Natrona County, Wyoming.

Grantor 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. "Skeets" Walker, his heirs and assigns, to him and their own proper use and behoof forever.

Mary C. Ita, a single woman,

For any other person in her name or behalf, the Grantor hereby reserves the right to claim or demand any right or title to the premises or any part thereof, but that and none of them shall be voided and forever barred.

In Witness Whereof, I have hereunto set my hand this 9th day of May, A.D. 1947.

Mary C. Ita
INTERMOUNTAIN INDUSTRIAL PARK
COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT

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 ("Inter-
mountain") 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 it, 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 therefore 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 11th day
of April, 1969.
STATE OF WYOMING   ) SS.
COUNTY OF NATRONA   )

The foregoing instrument was acknowledged before me by

[Signature]

on behalf of INTERMOUNTAIN INVESTMENT
COMPANY this 16 day of April, 1999.

Witness my hand and official seal.

[Signature]

Notary Public

Commission expires:

[Signature]
EXHIBIT A

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

The NW\(\frac{1}{4}\) of Section 4, Township 33 North, Range 78 West of the 6th P. M., Natrona County, Wyoming.

Two tracts in the NW\(\frac{1}{4}\) 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 00°54.5' east along the west boundary of said Section 9, a distance of 1,377.8 feet; thence north 86°56.8' 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 528.6 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 centerline to the southeast corner of the said NW\(\frac{1}{4}\), Section 9, T33N, R78W; thence north along the east boundary line of said NW\(\frac{1}{4}\), Section 9, T33N, R78W to the northeast corner thereof; thence west along the north boundary line of said NW\(\frac{1}{4}\), Section 9, T33N, R78W to the point of beginning;

and:

(2) Beginning at the southwest corner of the NW\(\frac{1}{4}\) of said Section 9, T33N, R78W; thence north 86°41.5' east, along the south line of said NW\(\frac{1}{4}\), 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 NW\(\frac{1}{4}\), Section 9, T33N, R78W, from which the northwest corner of said Section 9 bears north 00°54.5' west, a distance of 2,108.5 feet; thence south 00°54.5' east, along said west line of said NW\(\frac{1}{4}\), Section 9, T33N, R78W to the point of beginning.

And:

A part of the NE\(\frac{3}{4}\)SE\(\frac{1}{4}\) 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 NE\(\frac{3}{4}\)SE\(\frac{1}{4}\) of said Section 5; thence north 00°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 northwesterly, 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 0004' east, a distance of 200 feet from the northerly right of way boundary of U. S. Highway 820 as located on February 8, 1950; thence south 69038' east along said northerly right of way boundary a distance of 302.0 feet to a point on the east boundary line of the SE¼SW¼ of said Section 5; thence north 0004' east along the east boundary line of said SE¼SW¼ 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 NE¼SW¼ 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 SW¼SE¼ 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 subdivision 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 _____, and

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 restrictions. It being the intention of the Landowners that upon recordation 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 develop-
ment 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 regula-
tions.

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 conformation 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 improve-
ments 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 fore-
closure 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 insub-
stantial nature shall be erected, placed or be permitted to
remain on any lot in the Park. The construction of improve-
ments 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
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82001 • (307) 237-8486

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one or more of them, their successors and assigns, shall have the right to proceed 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 and no action is commenced within thirty (30) days after the violation is discovered, then injunctive or equitable relief shall be available to apply to injunctive or equitable relief against other violations of these covenants.

Enforcement Action. The Landowners or any successors, and assigns, within the Subdivision boundary, within all road easements, and any ditches and conduits for the benefit of the Subdivision and Park owners, in all or part of the Brooks-Bat Six Industrial Park, shall have the right to proceed for injunctive relief and for damages by reason of any covenant violation.

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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 20th day of August, 1978.

INTERCHANGE INVESTMENT COMPANY
Partner

-6-
STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by ____________ this 7th day of August, 1978.

Witness my hand and official seal.

Notary Public

My Commission Expires:

_______________________
June 2, 1982

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by ____________ this 7th day of August, 1978.

Witness my hand and official seal.

Notary Public

My Commission Expires:

_______________________
June 2, 1982

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by ____________ this 7th day of August, 1978.

Witness my hand and official seal.

Notary Public

My Commission Expires:

_______________________
June 2, 1982
STATE OF WYOMING } SS.
COUNTY OF NATRONA } 

The foregoing instrument was acknowledged before me by \\n\[
W. \text{McMurray}
\]
\[
\text{this 17th day of August}, 1978.
\]
Witness my hand and official seal.

\[
\text{Levi Trigg}
\]
Notary Public

My Commission Expires

June 2, 1982
STATE OF WYOMING }  SS.
COUNTY OF NATRONA } SS.

The foregoing instrument was acknowledged before me by R. D. Darasie, this 27th day of August, 1978.
Witness my hand and official seal.

Notary Public

June 1, 1982

My Commission Expires:

STATE OF WYOMING }  SS.
COUNTY OF NATRONA } SS.

The foregoing instrument was acknowledged before me by D. D. Darasie, this 27th day of August, 1978.
Witness my hand and official seal.

Notary Public

June 1, 1982

My Commission Expires:

STATE OF WYOMING }  SS.
COUNTY OF NATRONA } SS.

The foregoing instrument was acknowledged before me by D. D. Darasie, this 27th day of August, 1978.
Witness my hand and official seal.

Notary Public

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:

Jun 2, 1977
Restrictions indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486

3.3

EXHIBIT 'A'

Intended to cover and apply to all lands within the Brooks West Six Industrial Park, with the exception of Lot 4, Block 3.