Compliments of:
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120 N. Center Street • Casper, WY 82601 • (307) 237-8486

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243

BROOKS-HAT SIX IND. PARK
NO. 243
RECORDED NOV. 27, 1978
REC. # 253135
BOOK 294 PG. 322

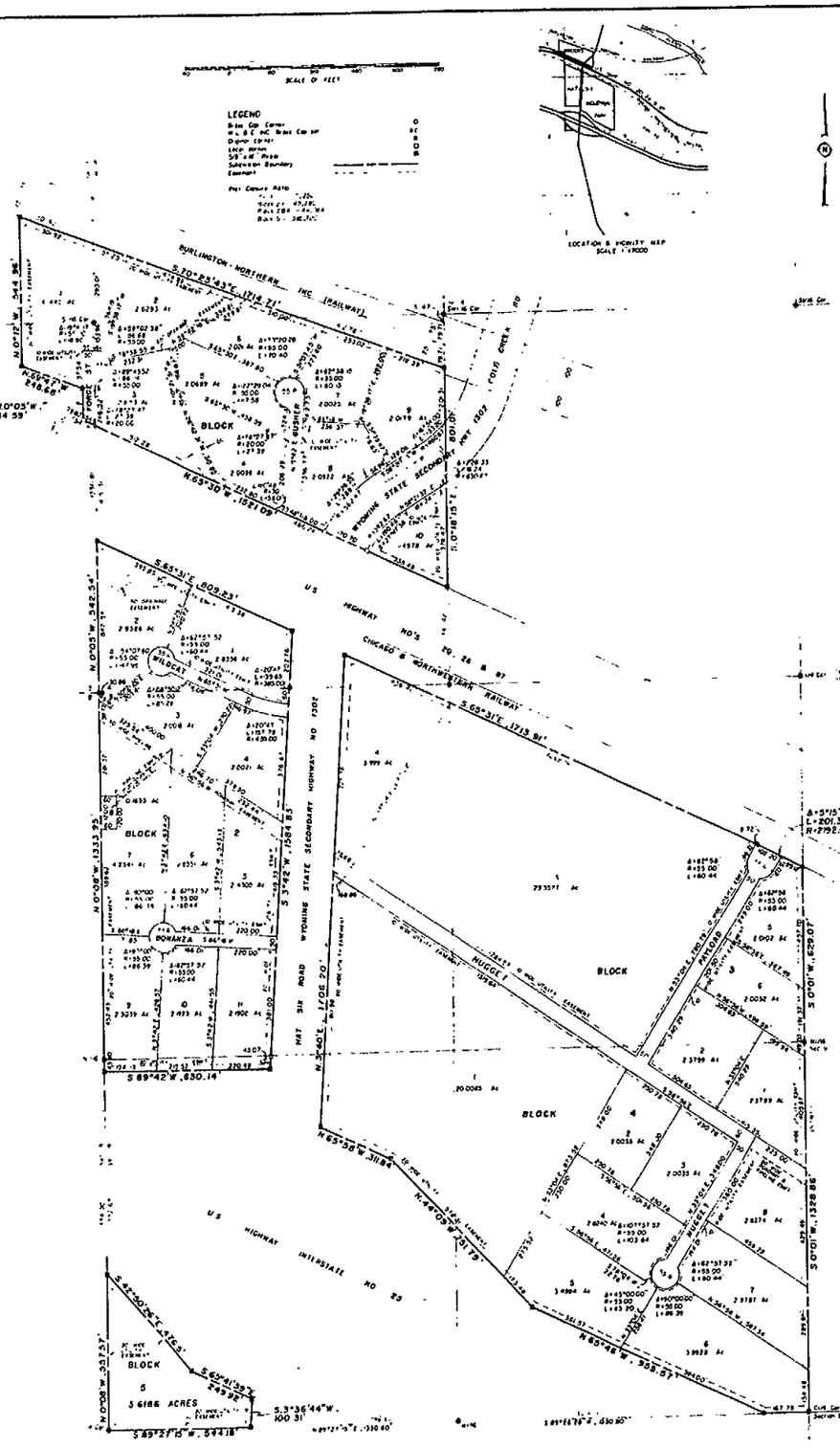
294/322

PLAT OF

"BROOKS-HAT SIX INDUSTRIAL PARK"

A SUBDIVISION OF PORTIONS OF
W1/2SW1/4, SECTION 4; E1/2SE1/4, SECTION 5
AND THE NW1/4, SECTION 9
TOWNSHIP 33 NORTH, RANGE 78 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

SCALE-1"=160'



CERTIFICATE OF DEDICATION

[illegible] that they are the owners and proprietors of the foregoing Subdivision located in [illegible] County, Wyoming, and being more particularly described as follows, to wit: [illegible]

BLOCK 1

Beginning at a point which marks the intersection of the northerly [illegible] Sections 4 and 5 and located on N 0°05'W [illegible] feet from the [illegible] Thence from said Point of Beginning and along the northeasterly [illegible] way line of the Burlington-Northern Inc. Railway line S [illegible] said NW1/4, Section 4; thence along said easterly line [illegible] and an intersection with the northeasterly right-of-way line of [illegible] Highway, said point being on the [illegible] westerly line of said Parcel and the northeasterly right-of-way line of [illegible] on the line common to said Sections 4 and 5 of said Township; thence [illegible] Highway right-of-way line; thence leaving said right-of-way line N [illegible] 48.88 feet to a point and southwesterly corner of said Parcel; [illegible] feet to the northwest corner of said Parcel and a point in the [illegible] Inc.; thence along said right-of-way line S [illegible] area of 24.3192 acres, of which 3.1184 acres are included [illegible] The net area of said Parcel, exclusive of Highway right-of-way [illegible]

BLOCK 2

Beginning at a point located on the westerly line of said Parcel [illegible] and 9 of said Township; thence from said corner and along the [illegible] an intersection with and a point in the southwesterly right-of-way line [illegible] point marks the southeasterly corner of the Parcel of more described [illegible] and said right-of-way line S 65°31'E, 808.23 feet; thence [illegible] westerly line of Hat Six Road (Wyoming State Secondary Highway [illegible] easterly line of said Parcel; S 3°42'W 1584.83 feet; thence [illegible] line of U.S. Highway Interstate No. 25, which point marks the southeasterly [illegible] right-of-way and the southerly line of said Parcel; S 89°42'W [illegible] 4 and 9 and the southwest corner of said Parcel; thence along the westerly [illegible] said Sections 4 and 9, N 0°08'W 1333.95 feet to the Point of Beginning [illegible]

BLOCKS 3 AND 4

Beginning at the southeast of the Northwest one quarter (NW1/4) [illegible] southerly line thereof to an intersection with and a point in the [illegible] state No. 25; thence along said northeasterly line and the [illegible] 931.57 feet to a point; thence N [illegible] L [illegible] feet to a point; [illegible]

and a point on the westerly line of Hat Six Road (Wyoming State Secondary Highway [illegible] of said Road and the westerly line of said Parcel; N [illegible] way of the Chicago and Northwestern Railway; [illegible] N 0°05'W 1333.95 feet; thence [illegible] of said Parcel; N 3°42'E [illegible] SWSNW1/4, Section 9; thence along the northerly line [illegible] of Beginning, and containing 3.4184 acres. Note: [illegible]

BLOCK 5

Beginning at the southwest corner of said Parcel; [illegible] line thereof N 3°08'W 931.57 feet to a point in the [illegible] Highway Interstate No. 25; thence along said Highway [illegible] S 44°36'E 24.53 feet to a point; thence [illegible] right of way line of Hat Six Road (Wyoming State Secondary [illegible] easterly line of said Parcel; S 3°42'W [illegible] SWSNW1/4, Section 9; thence along the southerly line [illegible] of Beginning, and containing 5.6186 acres. Note: [illegible]

The total area set forth on the foregoing Dedication [illegible]

and as appears on the Plat which is shown as "BROOKS-HAT SIX INDUSTRIAL PARK" [illegible] properties on the boundary of this Plat are designated [illegible] reserved for use and enjoyment of the owners of [illegible] Pipelines and transfer with the easement and water [illegible] are not dedicated by said owners but are of the [illegible] said "BROOKS-HAT SIX INDUSTRIAL PARK" and [illegible] the District. The Declaration is Complete [illegible] County Records in Book [illegible] at Page [illegible] undersigned owners and proprietors of said Subdivision [illegible] rights that may have thereto by virtue of the Homestead [illegible]

Date at Casper, Wyoming this [illegible] day of August [illegible]

INTERCHANGE INVESTMENT COMPANY, A General Partnership

ATTEST

[illegible]

[illegible]

AND

[illegible]

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by [illegible] Neil A. McMurry, W. W. Barnard and S. P. Barnard, partners of Interchange Investment Company [illegible] Partner, [illegible] 19[illegible]

Witness my hand and official seal.

Given under my hand and official seal the day and year first above written.

My commission expires June 2, 1981

[illegible]

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

I, Bradley H. Clay of Casper, Wyoming, do hereby certify that this Plat was prepared to my own [illegible] surveys made by myself or others under my direction and supervision, and [illegible] during the period February 10, 1978 to May 26, 1978, and that such Plat [illegible] SIX INDUSTRIAL PARK" as set forth by the Certificate of Dedication [illegible] are well and properly monumented, etc., and courses are as shown. The bearings are expressed in feet and decimals thereof, and all courses referred [illegible] hereon is true and correct to the best of my knowledge and belief.

Wyoming Registered [illegible]

Bradley H. Clay

Subscribed to and sworn to before me this [illegible] day of [illegible] 19[illegible]

My commission expires [illegible]

APPROVALS

APPROVED BY
THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING
by Resolution duly passed on the [illegible] day of [illegible] 1978

ATTEST [illegible]
County Clerk — Chairman of the Board

INSPECTED AND APPROVED on the 3 day of [illegible] 1978

[illegible]
County Planner

INSPECTED AND APPROVED on the 12 day of [illegible] 1978

[illegible]
County Surveyor

INSPECTED AND APPROVED on the 2 day of [illegible] 1978

[illegible]
County Road Officer

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming this [illegible] day of [illegible] 1978

[illegible]
County Clerk

GENERAL REMARKS

1. The Declaration of Covenants, Conditions and Restrictions are a condition of this Platting.
2. The County of Natrona assumes no responsibility for the maintenance of Parks, Drives, Roadways and Dedications.
3. No public sewers or sewage disposal systems are on or in the Dedicated Park.
4. [illegible]
5. In addition to the easements [illegible] additional [illegible] easements are reserved on and along all [illegible] feet on either side of and along all Roadways. [illegible] underground maintenance and repairs of [illegible] drives and conduits as required.

Survey & Plat By:
WORTHINGTON, LEMMERT & CARPENTER, INC.
[illegible]

QUITCLAIM DEED—Form No. P-6

Prairie Publishing Co., Casper

RECORDED May 20 AT 11:55 A.M.
IN BOOK 117 OF Deeds PAGE 682
No. 523575

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That

Mary G. Ita, a single woman,

of the County of Natrona State of Wyoming in consideration of the sum of Eight Hundred ($800.00) - DOLLARS to her in hand paid by

H. H. "Skeets" Walker,

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

H. H. "Skeets" Walker, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as she has or ought to have, in or to all the following described premises, to-wit:

The Northwest quarter (NW¼) of Section 9, Township 33 North of Range 78 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. "Skeets" Walker, his

heirs and assigns, to his and their own proper use and behoof forever. So that neither

Mary G. Ita, a single woman,

nor any other person in her name or behalf, ~~or any of such persons may in any manner of claim or demand~~ shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and each one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 17th day of May A. D. 19 47

Signed, sealed and delivered in the presence of:

(Seal)

(Seal)

Mary G. Ita (Seal)

(Seal)

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

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).

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Natrona } ss.

On this 12th day of May, 1947, before me personally appeared Mary G. Ice, a single woman,

to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead, [illegible]

[illegible]

Witness my hand and notarial seal, this day of May A. D. 19.47

K. H. Nichols
Notary Public.

My commission expires on the 14th day of November A. D. 19.48

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of } ss.

On this day of A. D. 19. before me personally appeared

to me personally known, who, having been by me first duly sworn, did say: That he is the 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 acknowledged said instrument to be the free act and deed of said Corporation.

Compliments of:
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120 N. Center Street • Casper, WY 82601 • (307) 237-8486

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RECORDED APR. 16 19 AT 9:30 O'CLOCK A.M.
IN BOOK 5 OF MISC. PAGE 407
NO. 99781 LOU E. MUSSER COUNTY CLERK

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 ("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:

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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

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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

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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

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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

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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.

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INTERMOUNTAIN INVESTMENT COMPANY

By _____
President

ATTEST:

_____
Secretary

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by _____ on behalf of INTERMOUNTAIN INVESTMENT COMPANY this 16 day of April, 1990.

Witness my hand and official seal.

_____
Notary Public

My commission expires:
Oct - 94

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
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EXHIBIT A
TO INTERMOUNTAIN INDUSTRIAL PARK
COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT

The SW¼SW¼ of Section 4, Township 33 North, Range 78 West of the 6th P. M., Natrona County, Wyoming.

Two tracts in the NW¼ 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°56' east, a distance of 628.8 feet; thence south 2°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 NW¼, Section 9, T33N, R78W; thence north along the east boundary line of said NW¼, Section 9, T33N, R78W to the northeast corner thereof; thence west along the north boundary line of said NW¼, Section 9, T33N, R78W to the point of beginning;

and:

(2) Beginning at the southwest corner of the NW¼ of said Section 9, T33N, R78W; thence north 88°41.5' east, along the south line of said NW¼, 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 NW¼, Section 9, T33N, R78W, from which the northwest corner of said Section 9 bears north 0 54.5' west, a distance of 2,108.5 feet; thence south 0°54.5' east, along said west line of said NW¼, Section 9, T33N, R78W to the point of beginning.

And:

A part of the E½SE¼ 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 NE¼SE¼ 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

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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 0°04' 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 SE¼SW¼ of said Section 5; thence north 0°04' east along the east boundary line of said SE¼SE¼ 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 NE¼NW¼ 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 87 and that portion of the SW¼SW¼ 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.

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RECORDED Nov 21 1978 AT 1:24 O'CLOCK PM
IN BOOK 71 OF Misc PAGE 359
NO. 251322
JOHN J. TOBIN
COUNTY CLERK

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

situate 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.

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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 situate.

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 stands and requirements of such agency.

8. Condition of Property: The owner of any lot shall at all times keep the premises, buildings, improvements,

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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

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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 III
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 24th day of August, 1978.

INTERCHANGE INVESTMENT COMPANY

Partner

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STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by W. E. Kessler, this 20th 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 Neil O. McMurry, this 20th 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 Victor L. McMurry this 20th day of August, 1978.

Witness my hand and official seal.

Notary Public

My Commission Expires:

June 2, 1982

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Partner

Partner

Partner

Partner

Partner

ATTEST:

CAPSHAW PROPERTIES, a Wyoming partnership

By

HALLIBURTON COMPANY

By

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:

June 2, 1982

Compliments of:
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STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by R. M. Barnard, this 10th day of August, 1978.

Witness my hand and official seal.

PULLY J. HUGGINS
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires June 2, 1982

Pully J. Huggins
Notary Public

My Commission Expires:
June 2, 1982

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by R. M. Barnard, this 10th day of August, 1978.

Witness my hand and official seal.

PULLY J. HUGGINS
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires June 2, 1982

Pully J. Huggins
Notary Public

My Commission Expires:
June 2 1982

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Jim Cayschow, this 10th day of August, 1978.

Witness my hand and official seal.

PULLY J. HUGGINS
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires June 2, 1982

Pully J. Huggins
Notary Public

My Commission Expires:
June 2, 1982

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STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Bonnie Ochsel, this 10 day of August, 1978.

Witness my hand and official seal.

PEGGY J. HUGGINS
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires June 2, 1982

Peggy J. Huggins
Notary Public

My Commission Expires:
June 2, 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:

_____

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EXHIBIT "A"

These Covenants, Conditions and Restrictions are intended to cover and apply to all lands within the Brooks-Hat Six Industrial Park, with the exception of Lot 4, Block 3.

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