EGAN SUBDIVISION

DECLARATION OF

RESTRICTIONS, CONDITIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned is the Owner of the following described property, situated in Park County, Wyoming, to-wit:

EGAN SUBDIVISION, Park County, Wyoming, being more particularly described as follows:

Lot #8, Section #11, Resurvey T. 53 N., R. 101 W., Park County, Wyoming,

hereinafter referred to as the PROPERTY.

WHEREAS, the said Owner has subdivided said PROPERTY in accordance with the laws of the State of Wyoming and the County of Park; and

WHEREAS, the Owner of said PROPERTY hereby agrees that it would be for the best interest of the PROPERTY and for future owners that certain covenants be placed upon the land restricting the building of certain structures on said PROPERTY as well as the use of the PROPERTY for the occupation by residents or tenants by using certain structures or dwellings.

NOW, THEREFORE, the Owner hereby declares that all of the PROPERTY described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands; and are established and agreed upon for the purposes of enhancing and protecting the value, desirability, and attractiveness of the lands, and every part thereof, all of which shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands or any part hereof.

1. RESIDENTIAL USE. The lands hereinabove described are to be used for residential, recreational, and light agricultural uses only. All lots above referred to and effected by these covenants shall be used for single family, residential purposes with an attached or detached garage and suitable barns, sheds, stalls, coops, pens, or kennels. No building for intended use or adapted to business purposes, no apartment house, duplex, trailer house lodging house, rooming house, sanitarium, hospital, professional office or multiple family dwelling shall be erected, placed, permitted, or maintained on such premises or any part thereof. No manufacturing commercial business or other enterprise, whether or not conducted for profit, shall be operated, maintained, or conducted on any lot within the subdivision or any structure erected or placed therein.

2. SET BACK LINES. No structure, except fences, shall be located on any lot in the subdivision nearer than twenty-five (25) feet to any boundary line thereof.

3. CONSTRUCTION TIME. The construction of improvements in the subdivision shall be completed not later than two (2) years from and after the date upon which such construction was commenced.

4. SEWAGE. No residence shall be occupied on any lot or tract within said subdivision until there is installed for the use of such residence a sanitary sewage disposal system, consisting of septic tanks and disposal field, and related facilities or acceptable substitute facilities. Under no circumstances shall there be constructed or maintained any outside privy or toilet. The undersigned shall not be responsible or liable for any injury or damages to persons or property of any lot or tract owner or his family, friends, invitees, heirs, or assigns arising out of the construction, use or maintenance of such sanitary sewage disposal system. All such sanitary sewage disposal systems shall be constructed, installed, and maintained at the expense of the lot owners, and shall comply with the laws, regulations, and resolutions promulgated by the State of Wyoming, the Department of Environmental Quality, Park County Planning and Zoning Commission and the Park County Board of County Commissioners.

5. GARBAGE AND ACCUMULATIONS. No lot shall be used or maintained as a dumping ground for rubbish of any kind whatsoever. Trash, garbage, or waste shall not be kept, except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition; nor shall any person park or leave standing upon any property or street or road abutting thereon any motor vehicle which shall not have current registration or license plates, which shall be in a state of disrepair, or being used to supply substitute or junk parts for other vehicles.

6. NUISANCE. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The owners and occupants of the several lots in the subdivision shall be permitted to keep and maintain suitable barns, sheds, or stalls for horses and cows, but all such buildings, corrals, pastures, and alike shall be so maintained so as not to cause noxious or offensive odors to the neighbors.

7. TEMPORARY STRUCTURES. No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuildings shall be used at any time as a residence, either temporarily or permanently.

8. FENCES. All fences within the subdivision shall be constructed and maintained at the expense of each lot owner. PROVIDED FURTHER, HOWEVER, that any lot owner may contract with any other lot owner to share the expenses

of fencing between contiguous lots.

9. ACCEPTANCE. Each purchaser and grantee of any of the lots subject to these covenants, reservations, and restrictions herein, by acceptance of the deed conveying title thereto shall accept title upon and subject to each and all of the provisions, restrictions, conditions, covenants, and agreements herein contained. By such acceptance, they shall, for themselves, their heirs, personal representatives, successors and assigns, covenants, consent and agree to and with the undersigned Owner, and to and with the grantees and subsequent owners of each of said lots and tracts within the subdivision to keep, observe, comply with, and perform said provisions, restrictions, conditions, covenants and agreements.

10. CAPTIONS. The captions of the various paragraphs herein are for convenience only, and are not a part of the covenants, restrictions and conditions, and do not in any way limit or amplify the terms or the provisions thereof.

11. AMENDMENTS. Any and all of the provisions of this declaration may be amended or modified by the filing in the Office of the County Clerk, Park County, Wyoming, of an instrument setting forth such amendment or modification executed by the then owners of record of all of the lots within the said subdivision.

12. ENFORCEMENT. The provisions contained in this declaration shall bind and inure to the benefit of and enforceable by the undersigned Owner and by the owner or owners of any portion of said lot or property, their and each of their personal representatives, heirs, successors and assigns and failure by any of the foregoing persons or their legal representatives, heirs, successors, or assigns, to enforce any of said restrictions, covenants or conditions, shall in no way be deemed as a waiver of the right to do so thereafter. PROVIDED, FURTHER, that no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the undersigned Owner for or on account of their failure or neglect to exercise any right, power or remedy herein provided for in the event of such breach, or for imposing herein provisions, restrictions, conditions, covenants, or agreements which may be unenforceable.

13. PARTIAL INVALIDITY. In the event that any one or more of the provisions, restrictions, conditions, covenants, and agreements set forth herein shall be held by any Court of competent jurisdiction to be null and void, all remaining provisions, restrictions, conditions, covenants and agreements set forth herein shall continue unimpaired and in full force and effect.

14. TERM. All of the provisions, conditions, covenants, restrictions, reservations, and agreements set forth herein shall continue and remain in full force and effect at all times against said lots and the owners and occupants thereof, subject to the right of change or modifications herein provided for a period of twenty-five (25) years from and after the date hereof. They shall remain in full force and effect thereafter for successive ten (10) year periods unless by a written, duly recorded agreement, executed by the then owners of the two-thirds of the lots or tracts within said subdivision, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-five (25) year period or at the end of any succeeding ten (10) year period.

IN WITNESS WHEREOF, I hereunto set my hand this 16th day of August, 1985

Barbara H. Egan

BARBARA H. EGAN

STATE OF WYOMING)
) SS
COUNTY OF PARK)

This Declaration of Restrictions, Conditions, and Covenants for EGAN SUBDIVISION, was acknowledged personally before me by Barbara H. Egan this 16th day of August, 1985.

WITNESS my hand and official seal.

BRUCE J. CHRISTIANSEN NOTARY PUBLIC PARK COUNTY, WYOMING

Bruce Christiansen

Notary Public

My Commission Expires: July 28, 1989

State of Wyoming
County of Park) ss
This instrument was filed for record
on the 24th day of April
1986 at 3:05 o'clock P. m. and
duly recorded in Microfilm Book 127
records on page 06
MARIE FONTAINE, Register of Deeds
By Dorene Upton Deputy
No. 228357

EGAN SUBDIVISION

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned is the owner of all the lots in the Egan Subdivision, situated in Park County, Wyoming, to-wit:

EGAN SUBDIVISION, Park County, Wyoming, being more particularly described as follows:

Lot #8, Section 11, Resurvey, Township 53 North, Range 101 West, Park County, Wyoming

WHEREAS, the Owner of said Egan Subdivision formulated certain Restrictions, Conditions and Covenants, for said Egan Subdivision which are recorded in Book 127, Page 06, of the records of the Park County Clerk, Park County, Wyoming; and

WHEREAS, the undersigned is the owner of all lots in the Egan Subdivision and desires to amend the same Restrictions, Conditions and Covenants of the Egan Subdivision, according to Paragraph 11 of said Restrictions, Conditions, and Covenants recorded in Book 127, Page 06, of the records of the Park County Clerk, Park County, Wyoming;

NOW, THEREFORE, the undersigned Owner hereby declares that the Restrictions, Conditions and Covenants of the Egan Subdivision are hereby amended to read as follows:

1. Paragraph One concerning "Residential Use" shall now read as follows:

> 1. RESIDENTIAL USE. The lands hereinabove described are to be used for residential, recreational, and light agricultural uses only. All lots above referred to and effected by these covenants shall be used for single family, residential purposes with an attached or detached garage and suitable barns, sheds, stalls, coops, pens, or kennels. No building for intended used or adapted to business purposes, no apartment house, duplex, lodging house, rooming house, sanitarium, hospital, professional office or multiple family dwelling shall be erected, placed, permitted, or maintained on such premises or any part thereof. No manufacturing commerical business or other enterprise, whether or not conducted for profit, shall be operated, maintained, or conducted on any lot within the subdivision or any structure erected or placed therein.

2. Paragraph Seven concerning "Temporary Structures" shall now read as follows:

> 7. TEMPORARY STRUCTURES. No structures of a temporary nature, such as a basement house, tent, shack, garage, barn or other buildings shall be used at any time as a residence, either temporarily or permanently. A mobile home approved by the architectural control committee, as outlined more fully in paragraph 15 herein, shall not be considered a temporary structure.

3. A new Paragraph Fifteen shall be added to the Restrictions, Conditions, and Covenants to read as follows:

> 15. ARCHITECTURAL CONTROL COMMITTEE. The Owners of each of the lots shall elect an architectural control committee consisting of two persons on the 1st day of each and every year. Said architectural control committee must approve plans for all structures or mobile homes to be placed on the property in the subdivision. Failure to obtain written approval for the structure to be erected or the mobile home shall be grounds to have the structure or mobile home removed from the property of the Subdivision. Said written approval shall be obtained from the architectural control committee members holding office at the time the structure or mobile home is placed on the Property.

3. All other terms and conditions of the Restrictions, Conditions, and Covenants of the Egan Subdivision shall remain in full force and effect, as more fully set out in Book 127, Page 06 through Page 09 of the records of the Park County, Wyoming Clerk.

IN WITNESS WHEREOF, I hereunto set my hand this 7th day of July, 1987.

Barbara H. Egan

Barbara H. Egan

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

This First Amendment to Declaration of Restrictions, Conditions, and Covenants was personally acknowledged before me by Barbara H. Egan this 7th day of July, 1987. Witness my hand and official seal.

Chris Dull Edwards

Notary Public

My Commission Expires: Oct. 21, 1989

CHRIS DULL EDWARDS NOTARY PUBLIC PARK COUNTY WYOMING

State of Wyoming }
County of Park } ss.
This instrument was filed for record
on the 4 day of August
19 87 at 12:41 o'clock P. m. and
duly recorded in Microfilm Book 146
records on page 500
MARIE FONTAINE, Register of Deeds
By Deputy
No. 237322

Return: Chris Edwards

#1174

BY-LAWS of the Dry Gulch Creek ***Water Association***

Article I
Name

The name of the Water Association is Dry Gulch Creek **Water Association**

Article II
Principal Office

The principal office of the water association is located at the current water master's home. The members of the water association may change the said place of business at any time. The Water Master will notify the Heart Mountain Irrigation District Office of any changes regarding information pertaining to the water association.

Article III
Purpose

The purposes for which the Water Association is organized are:

1. To own, operate and maintain an irrigation water system located within the State of Wyoming, County of Park, City of _____, Township 53, Range 101, Qtr Sec 12 including the distributing the water from the head gate to lots, tract or parcels of members in good standing.
2. To coordinate any and all correspondence and to collect any and all monies that may become due and owing to the Heart Mountain Irrigation District.
3. In general, to do everything necessary, proper, or advisable for the accomplishment of the purposes set forth.

Article IV
Membership

1. **ELIGIBILITY** – Every present and future owner of any lot, tract or parcel of land served by the Heart Mountain Irrigation District on Lateral H-57 Turnout 8 + 9

2. **MEMBERSHIP** – Membership shall include an undertaking by such owner to comply with these by-laws and to pay all amounts levied by the association when they become due and payable.

4. **TERMINATION** – Membership in the Association shall terminate on a member ceasing to be an owner of any lot, tract or parcel serviced by the Heart Mountain Irrigation District.

5. **ASSIGNMENT** – Membership may not be assigned to tenants occupying or leasing parcels.

Article V
Meetings of Members

1. **Annual Meetings:** An annual meeting of the water association shall be held on 1 in the month of April beginning with the year 2009 at the hour of 7:00 am/pm for the purpose of electing officers and the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the succeeding day not a legal holiday.

2. **Special Meetings:** Special meetings, when necessary, shall be called by the water master or upon a petition signed by the majority of the membership having voting rights. The notice of said special meetings shall state the time and place and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3. **Place of Meeting:** Meetings of the water association shall be held at such suitable place convenient to the association members.

4. **Notice of Meetings:** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member entitled to vote, at least five (5) but not more than ten (10) days prior to such meetings.

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5. **Quorum:** Fifty one percent (51%) of the members of the water association shall constitute a quorum for the purpose of conducting water association business.

6. **Voting:** Each member shall be entitled to 1 vote per ~~irrigated acre~~ Landowner owned within the water association.

7. **Proxies:** At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid after sixty (60) days from the date of its execution, unless otherwise provided in the proxy.

8. **Manner of Acting:** A majority of the votes entitled to be cast of a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by these by-laws

Article VI
Officers

1. **Designation:** The principal officer of the water association shall be the water master.

2. **Election of Officers:** The officers of the water association shall be elected annually by members at the annual meeting.

3. **Removal of Officers:** Upon an affirmative vote, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the membership, or at any special meeting of the membership called for such purpose.

4. **Water Master:**
   a. He/She shall preside at all meetings of the water association.
   b. He/She shall have all of the general powers and duties necessary to carry out the purpose of the water association.
   c. He/She shall have the power to appoint committees from among the members from time to time as he/she may at his/her discretion decide what is appropriate to assist in conducting the affairs of the water association.
   d. He/She will be responsible to inform the district office in writing of changes relating to elected officials and by-laws of the water association.
   e. He/She will be responsible to inform the district office of changes in land ownership within the water association.
   f. He/She will be responsible for all correspondence between the water association and the Heart Mountain Irrigation District office and other personnel.
   g. He/She will maintain accurate water use records for the water association.

5. **Secretary-Treasurer (and/or) Water Master:**
   a. He/She shall be responsible for collecting all dues and assessments.
   b. He/She shall be responsible for keeping a full and accurate account of all receipts and disbursements in books belonging to the water association.
   c. He/She shall provide a written report of all funds to all members' at all annual meetings.
   d. He/She shall be responsible for recording and keeping minutes of all meetings.

6. **Membership Committee**: Voting members in good standing shall act on application for membership.

Article VII
Dues and Assessments

1. **Annual Dues** – The annual dues for each member shall be an amount determined by need and as agreed upon by the majority of the members at the annual meeting.

2. **Assessments** – Each member shall be charged the amount assessed to their lot, tract or parcel by the Heart Mountain Irrigation District excluding sur-charge.

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3. **Special Assessments** – Special assessments may be levied on members of the water association only by a majority vote of all of the members of the water association.

4. **Payment of Annual Dues** – Payment of annual dues shall be paid on or before the 1 day of Dec and each year after which an owner becomes a member.

5. **Default in Payments of Dues & Special Assessments** – Any member that is late in payment of their annual dues or special assessments for a period of 60 days from the date on which the dues or special assessment become payable will be considered in default. Members in default will become unable to vote and shall have water service discontinued. Voting privileges and water service will not be reinstated until the member has paid his/her dues or special assessment in full, plus a $ 50.00 late fee.

6. **Payment of Heart Mountain Irrigation District Assessments** – Annual assessments, excess water or other charges levied shall be paid in full by each property owner before the 1 day of Dec, and each year following in which an owner is a member. Payments will be made individually to the water association and the water association will make payment in full to the district.

7. **Default in Payment of Heart Mountain Irrigation District Assessments** – When any member shall be in default of payment for their annual assessment, excess water or other charge for a period of 60 days from the date on which the assessment, excess water or other charge become payable, said member will become unable to vote and shall have water service discontinued. In addition to the forgoing, monies will be paid to the Heart Mountain Irrigation District for the defaulting member by the water association.

   The Dry Gulch Creek Water Association shall have the right to record a notice of claim of lien and proceed thereon in accordance with provisions of Wyoming Law for the foreclosure and enforcement of liens. In the event the Dry Gulch Creek Water Association shall not record a lien; it shall have the right to commence an action against such member for the collection of the unpaid assessments in accordance with the provisions of Wyoming Law.

   Voting privileges and water service will not be reinstated until the member has paid all monies due and owing in regards to the delinquent assessment, excess water or other charge.

   Upon a member being reinstated, the Water Master will provide a written confirmation to the Heart Mountain Irrigation District that said assessments, excess water or other charges are paid in full and the member is once again in good standing with the water association.

Article VIII
Use of Water

Water furnished to the members shall be for irrigation purposes only. Water orders will be requested through the Water Master only and only in the manner deemed appropriate by the water association. No member other than the Water Master has the authority to turn the water on or off or otherwise adjust the system.

Article IX
Amendments

These articles may be amended or new by-laws may be made and adopted, at any annual or special meeting of the members of the Dry Gulch Creek Water Association, by two – thirds (⅔) vote of the members of the water association, provided that notice of intention to amend shall have been contained in the notice of the annual or special meeting.

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Article X
Duly Authorized Signatories

Each party represents and warrants that its signatory whose signature appears below has been and is on the date of this agreement duly authorized by all necessary corporate or other appropriate action to execute this agreement.

Certificate of Adoption

The undersigned does hereby certify that the above and foregoing by-laws were duly adopted by the membership of the Dry Gulch Creek **Water Association on the** 1 **day of** April, **20**09 **and are now and have been since that date the by-laws of said water association.**

Landowner Signature	Printed Name	Lot #	Date
Walter G Christler	Walter G. Christler Jr.	Lot 102	Amended Plat Lots
Leslie N Christler	Leslie N. Christler	2+3	of Egan Subdivision
Scott Rickard	Scott Rickard	Lot-1	Egan Subdivision
David A. Kiley	David A. Kiley	Lot 32+33	- See
Carol Kiley	Carol Kiley	Exhibit "A" (1)(2)	

The undersigned, qualified and authorized representative of the Heart Mountain Irrigation District does hereby certify that the above and foregoing by-laws of the Dry Gulch Creek **Water Association were duly reviewed prior to their recording and all statements contained herein meets with the Heart Mountain Irrigation District's satisfaction and approval.**

Dan Lawson 4-9-09

Heart Mountain Irrigation District *Date*

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Revised: November 2003

This Notary Certificate is prepared on a separate page and is attached to the document entitled "BY-LAWS" containing 4 pages and is attached to that document by means of a staple.

State of Wyoming

ss

County of Park

Scott Richard, WATER MASTER for DRY GULCH CREEK Water Association (who I know personally) (Whose identity was proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same on this 1 Day of APRIL, 2009.

Witness my hand and official seal

Brenda J. Noteboom
Notary Public

My Commission expires: 4/22/11

BRENDA J. NOTEBOOM NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES 4/22/11

State of Wyoming

ss

County of Park

Dan Laursen, Heart Mountain Irrigation District (who I know personally) (Whose identity was proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same on this 9 Day of April, 2009.

RHONDA K. FERGUSON – NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
My Commission Expires 10-10-09

Witness my hand and official seal

Rhonda Ferguson
Notary Public

My Commission expires: 10-10-09

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Revised: November 2003

LEGAL DESCRIPTION

PARCEL #A

A parcel of land in Lot 2, Lot 3 and the S½NE¼SE¼ Section 11 and Lot 32 and Lot 33 of Section 12, Township 53 North, Range 101 West, 6th P.M., Park County, Wyoming, according to the records of the County Clerk and Recorder of Park County, State of Wyoming, according to the Government Resurvey; said parcel being graphically illustrated as Parcel A on the amended "Record of Survey" recorded as Document 2003-11453, Cabinet H, Page 90 of the plat records on file in the office of the Park County Clerk and Recorder, and being more particularly described as follows:

BEGINNING at the northwest corner of the S½NE¼SE¼ of said Section 11; thence N. 89°59'41" E., along the north line thereof, a distance of 330.74 feet to the southeast corner of the W½NW¼NE¼SE¼ of said Section 11; thence S. 89°59'45" E., continuing along said north line S½NE¼SE¼, a distance of 331.74 feet to the northeast corner of the SW¼NE¼SE¼ of said Section 11; thence N. 89°58'49" E., along the north line of the SE¼NE¼SE¼ of said Section 11, a distance of 661.10 feet to the northeast corner thereof; thence S. 00°11'39" W., along the east line of said SE¼NE¼SE¼ Section 11, a distance of 109.11 feet to a corner of that tract of land conveyed to Daniel K. Miller and Brenda D. Miller by Warranty Deed recorded as Document No. 2002-2178 in the records of the Park County Clerk and Recorder, also being a corner of that tract of land conveyed to Glenn R. Orr and Sharon R. Orr by Warranty Deed recorded as Document No. 1999-5308 in the records of the Park County Clerk and Recorder; thence N. 85°18'32" E., along the common boundary of said Miller tract and Orr tract, a distance of 58.25 feet; thence N. 75°59'29" E., along said common boundary, a distance of 195.19 feet; thence N. 67°04'24" E., along said common boundary, a distance of 369.13 feet to the east line of said Lot 33 of Section12; thence S. 22°37'53" E., along said east line Lot 33, also being the east line of said Miller tract, a distance of 255.76 feet to the southeast corner of said Lot 33; thence S. 51°12'36" E., along the boundary of said Miller tract, a distance of 200.55 feet to the southeasterly line of said Lot 32; thence S. 38°14'46" W., along the southeasterly line of said Lot 32, also being the boundary of said Miller tract, a distance of 0.48 feet; thence S. 38°39'46" W., along said southeasterly line of Lot 32 and southeasterly boundary of said Miller tract, a distance of 1196.46 feet; thence N. 75°09'22" W., a distance of 331.38 feet; thence N. 42°48'33" W., a distance of 194.70 feet; thence N. 25°39'20" W., a distance of 356.99 feet; thence N. 87°32'46" W., a distance of 84.04 feet; thence N. 61°30'23" W., a distance of 895.57 feet, more or less, to the westerly line of said Lot 2, also being the westerly boundary of said Miller tract; thence along said westerly boundary; N. 49°47'34" E., a distance of 78.75 feet to the most northerly corner of said Lot 2; thence N. 00°09'43" E., along the west line of said S½NE¼SE¼, a distance of 178.17 feet to the POINT OF BEGINNING, containing 35.21 gross acres, more or less; said Parcel A herein described being subject to the rights of way for Park County Road 2 EE, the Burlington Northern and Santa Fe Railroad and all rights of way and/or easements that legally exist.

EXHIBIT "A"(1)

PARCEL #B

A parcel of land in Lot 2, Lot 3, Lot 4 and the S½NE¼SE¼ Section 11, and Lot 22 Section 14, Township 53 North, Range 101 West, 6th P.M., Park County, Wyoming, according to the records of the County Clerk and Recorder of Park County, State of Wyoming, according to the Government Resurvey; said parcel being graphically illustrated as Parcel B on the amended "Record of Survey" recorded as Document 2003-11453, Cabinet H, Page 90 of the plat records on file in the office of the Park County Clerk and Recorder, and by this mention made a part hereof and being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 2; thence along the boundary thereof, S. 89°59'36" W., a distance of 338.30 feet; thence N. 11°11'35" E., a distance of 306.14 feet; thence N. 60°07'36" E., a distance of 236.92 feet; thence N. 49°47'34" E., a distance of 18.75 feet; thence leaving said boundary of Lot 2, S. 61°30'23" E., along the southerly boundary of Parcel A previously described, a distance of 895.57 feet; thence S. 87°32'46" E., a distance of 84.04 feet; thence S. 25°39'20" E., a distance of 356.99 feet; thence S. 42°48'33" E., a distance of 194.70; thence S. 75°09'22" E., a distance of 229.40 feet, more or less, to the east line of said Lot 3; thence leaving said southerly boundary, S. 00°10'39" W., a distance of 796.51 feet (record) to the most southerly corner of said Lot 3 also being the southeast corner of said Section 11; thence N. 29°38'16" W., along the westerly line of said Lot 3 a distance of 649.10 feet (record) more or less to the northerly right of way line of the Burlington Northern and Santa Fe Railroad; thence S. 38°45'00" W. along said railroad right of way, a distance of 1305.03 feet (record) to the southwesterly line of said Lot 22 of Section 14; thence N. 56°14'21" W. along said southwesterly line, a distance of 222.55 feet; thence N. 50°23'15" W. along said southwesterly line, a distance of 517.31 feet to the northwest corner thereof; thence N. 89°59'49" E. along the north line thereof, a distance of 399.46 feet to the southwest corner of said Lot 4; thence N. 00°09'58" E. along the west line of said Lot 4, a distance of 1320.43 feet, more or less to the POINT OF BEGINNING, containing 41.79 acres, more or less; said Parcel B herein described is subject to the rights of way for Park County Road 2 EE, the Burlington Northern and Santa Fe Railroad and all other rights of way and/or easements that legally exist. The boundary of the lands herein described (except for the boundary common to Parcel A and Parcel B) is intended to coincide with the boundary of Parcel 2 of the lands conveyed to Daniel K. and Brenda D. Miller by the warranty deed recorded as Document No. 2002-2178 of the deed records on file in the Office of the Park County Clerk and Recorder.

PARCEL #C

Lot 103, Amended Plat Lots 2 and 3, EGAN SUBDIVISION, according to the plat recorded in Book "G" of plats, Page 120, according to the records of the County Clerk and Recorder of Park County, State of Wyoming.