DECLARATION OF RESTRICTIVE COVENANTS

OF FIRST DEVELOPMENT PARK

First National Bank of Powell, owner of the First Development Park, a duly platted subdivision of Park County, Wyoming as such plat is now recorded in Book _____ at Page _____ of the Official Records of Park County, Wyoming, hereby makes the following declarations as to limitations, restrictions and uses to which the lots constituting such subdivision may be put and hereby specifies that such declaration shall constitute covenants to run with all the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitation of all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein:

1. USE. This property shall be used for light industrial/manufacturing as defined by the Park County Land Use Implementation Program with the exception of Lots 1 and 8 of the subdivision which shall permit the use of Commercial Retail as defined by the Park County Land Use Implementation Program.

2. OBJECTIONABLE USES. No industry or other business shall be established, maintained or operated on this property in violation of the permitted uses as contained in the Park County Land Use Implementation Program.

3. CONSTRUCTION. Construction or alteration of any buildings in First Development Park shall meet the standards provided in these covenants. Exterior surface of all buildings or structures shall be of concrete, masonry, 15-year colored metal or noncombustible approved metals except walls of offices and the main entrances of any office building facing the front line shall have an exterior facing of brick, painted block, stone, flagstone, 15-year colored metal, mossrock, pre-cast concrete products or architectural concrete. Structural framing

shall be of reinforced concrete, steel or laminated wood members. In no event shall buildings be of light wooden frame construction, "iron-clad" construction, covered with corrugated galvanized metal, or uncolored aluminum except roofing may be of conventional type material and construction as approved in writing by the Grantor. All buildings shall conform to applicable building codes of Park County and the State of Wyoming as are in effect at the time the person begins construction on the building site for the type and use of fire zone applicable.

4. IMPROVEMENTS. No improvements (other than improvements which the Declarations specifically state do not require Grantor approval) shall be erected, placed or a major alteration of any exterior of any improvements (where the improvement itself requires approval) be made on any building site in First Development Park until the building or other improvement plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing by the Grantor. Grantor's decision shall be based on harmony of external design with existing structures in the Development, location of the improvements on the building site (giving due regard to the anticipated use thereof as may affect adjoining structures) and uses and grades of finished ground elevation, provided, however that the Grantor, its successors or assigns shall not be liable in damages to anyone so submitting plans or to any owner of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising in connection with the approval or disapproval or failure to approve any such plans. Anyone, by submitting plans to the Grantor, agrees that he will not bring any action or suit to recover for any such damages against the Grantor. Not withstanding any other provision of this Declaration to the contrary, no prior written approval of parking sites, storage sites, work areas, loading areas or similar sites

are required so long as said sites are oil surfaced or concrete surfaced and in the case of storage yards, are screened in accordance with these requirements.

The following plans and information, as appropriate, shall be submitted to the Grantor for its approval:

a. Prelimiary architectural plans for proposed building or buildings.

b. A site plan showing location and design of buildings, driveways, driveway access to streets, parking areas, loading areas, manuvering areas and sidewalks.

c. A grading plan and a planting plan showing future and proposed landscaping including screened walls and fences.

d. A site plan showing utilities and utility easements.

e. Plans for all signs to be erected including details of sign location, design, sizes, color and lighting.

f. A description of proposed operations in sufficient detail to permit judgment of whether proposed uses are permitted under the terms of then existing zoning or land use ordinances and to permit judgment of the extent of any noise, odor, glare, vibration, smoke, dust, gas or wastes that may be created.

g. Any other information required in order to insure compliance with the requirements contained herein.

5. BUILDING SET-BACK LINES. All buildings and structures shall be located at least forty (40) feet from the nearest road right-of-way and there shall be a minimum of fifteen (15) feet set-back from the property line, where the property line divides two lots.

6. LOADING DOCKS AND ENTRIES. Truck loading docks shall be constructed only on the sides or rear of any building or structure, and the traffic area around the loading docks shall be paved -- concrete or bituminous. Truck loading docks shall be located so as to accommodate all trucks and trailers without requiring maneuvering or protrusion into any street or onto adjoining property during the time of loading or unloading.

7. LANDSCAPING, CLEAN GROUNDS, REMOVAL OF WASTES. All unpaved land between the front of a building and the front property line of the property upon which said building is located shall be landscaped and grassed. All such landscaped and grassed areas,

as well as all unused or undeveloped land, all buildings and structures and all parking or other unpaved areas shall be maintained at all times by the property owner in a clean, presentable and safe condition. No garbage or decomposable animal or vegetable waste shall be placed or stored upon any lot or tract except in tightly-covered metal or plastic containers, and said containers shall be maintained in an orderly and sanitary condition. All other refuse shall be placed in containers or enclosures in a manner not constituting a nusiance by reason of wind-litter, disorderly appearance, or abnormal fire hazard. The property owner shall be responsible for the removal of undergrowth, debris, rubbish, trash, excess dirt, industrial wastes or garbage, or any other unsightly materials upon his property at least once per week. No industry that produces industrial wastes may operate in the Park except with the approval in writing of the Grantor. Treatment and disposal of industrial wastes shall be in conformity with accepted standards of Park County and the State of Wyoming.

8. SIGNS. No billboards or advertising signs other than those identifying the name, business and products of the property owner shall be permitted, except that directional signs and a sign offering the premises for sale or lease, of approximately the same size as those in general use in the Powell, Wyoming area shall be permitted. The use of flashing signs is expressly prohibited. The size, content and location of all signs shall be approved by the Grantor.

9. STORAGE. Storage required to be screened from view, as heretofore mentioned shall be screened from view from the streets by any of the following methods, or any approved combination of these methods:

a. Fences or masonry walls of approved design, eight (8) feet high for storage, or, if storage extends above eight (8) feet high, enough to conceal the stored items. Chain link fences are acceptable so long as aluminum slats are placed in the chain link fence in any area where there is a requirement for screening from view under the terms of this Declaration.

b. Locating the area at the rear of buildings where such locations will conceal such areas from public view.

c. Properly located, planned and maintained hedges, shrubs, or plantings of sufficient density and height to provide concealment.

d. There is no requirement that there be any screening from view of parking lots, work areas or loading areas.

10. FENCES. All fencing for screening, security or other purposes, shall be attractive in appearance and shall be of an all-metal, industrial type, galvanized or non-ferrous material. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building set-back lines set forth above except with the written approval of the Grantor.

11. SEWERAGE. All lot owners shall construct and maintain their sewage disposal systems in accordance with state and local laws and shall submit plans therefore to the appropriate regulatory agency prior to construction.

12. OFF-STREET PARKING. It shall be the primary responsibility of each property owner to provide adequate parking for both employees and customers and in no event shall the ratio between employees and car space be less than one parking space for each 1.5 employees to be employed on the premises at one time. Employee, customer, owner or tenant parking shall not be permitted on streets or rights-of-way. Concrete, flagstone, oil surface or other approved hard-surfaced walks must be provided for all major pedestrian, visitor or employee foot traffic patterns.

13. DEDICATIONS AND EASEMENTS. The Grantor reserves the right to construct utility lines overhead and utility lines, pipes and conduits underground through areas shown on the final plat of the subdivision and each property owner or lessee shall execute any and all instruments necessary and reasonable for the further development of the Park, including the granting of easements of not more than thirty (30) feet in width for gas lines, sanitary sewers, storm sewers, telephone lines, enterance and access roads with electrical lines provided that no such area or easement shall interfer with any building constructed on any such property.

14. TIME LIMITS FOR CONSTRUCTION. All buildings and improvements being constructed on any lot in the subdivision shall be completed within 18 months from the date construction is commenced. The Grantor, for good cause shown, may extend this time limit. At all times during construction of any building or improvements the owner of said building or improvement shall keep the construction site in a neat, clean and orderly condition.

15. ANIMALS. No animals or poultry of any kind shall be kept or maintained on any part of the property; except dogs used for security purposes.

16. REMEDIES FOR VIOLATIONS. The Grantor or any owner of the above-described land shall have the right to sue for and obtain an injunction prohibiting the violation of any covenants set forth herein, in addition to a legal action for damages; and the failure of the Grantor or the owner of any lot or lots or building sites hereby restricted to enforce any of the covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these covenants shall not defeat nor render invalid the lien of any mortgages made in good faith.

17. PERIOD OF EFFECTIVENESS. The above covenants shall terminate and have no further effect after twenty-five (25) years from this date; provided, that at any time within three (3) years before the expiration of said period, the then owners of two-thirds (2/3) of the square feet area in the Park may, by written declaration signed and acknowledged by them and recorded in the records in the Office of the Clerk of Park County Court extend such restrictions, conditions and covenants for a period of ten (10) years additional; and this right to so extend may be exercised any amount of times thereafter so long as the then owners of two-thirds (2/3) of the square feet area in the Park shall desire to do so.

18. In view of changing attitudes, the Grantor, with consent of two-thirds (2/3) property owners, reserves the right to amend these covenants to conform to present day attitudes and specifications.

19. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming under it, shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to said restrictions, but no restrictions herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his, or their holding of any title to said land, and Grantor or the owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lien on any mortgage (or deed of trust) made in good faith and for value.

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

21. WAIVER. The Grantor hereby expressly reserves the right to waive, rescind, or make additions to any or all of the foregoing covenants, all of which shall continue in force and effect.

BOOK 108 PAGE 647

IN TESTIMONY THEREOF, First National Bank of Powell has caused this instrument to be signed in its name by its President and its Vice President and Cashier and its Corporate Seal to be applied the 13th day of November, 1984.

THE FIRST NATIONAL BANK OF POWELL CORPORATE SEAL

FIRST NATIONAL BANK OF POWELL

BY: R S Nelson
President

ATTEST:

Nancy Becking
Vice President and Cashier

STATE OF WYOMING)
) SS:
COUNTY OF PARK)

CORPORATE ACKNOWLEDGEMENT

On this 13th day of November, 1984, before me personally appeared R.S. NELSON and NANCY BECKING and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and said officers acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 13th day of November, 1984

SHARON CHRISTENSEN NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 1985 PARK COUNTY, WYOMING

Sharon Christensen
Notary Public

Commission expires: 12-1-85

State of Wyoming }
County of Park } ss.
This instrument was filed for record on the 2nd day of January 1985 at 1:51 o'clock P m. and duly recorded in Microfilm Book 108 records on page 640
MARIE FONTAINE, Register of Deeds
By Delores Nelson Deputy
No. 219620

Graham, Dietz & Associates

BOOK 166 PAGE 155

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF FIRST DEVELOPMENT PARK, ALL PHASES

This Amendment To Declaration of Restrictive Covenants made this 17th day of February, 1989, by and between The First National Bank of Powell, a national banking association, McGlathery's, Inc., a Wyoming Corporation, Larry D. Johnson and Alice F. Johnson, husband and wife, and R-B Rentals, Inc., a Wyoming Corporation herein collectively known as OWNERS.

1. The OWNERS state as follows:
   (a) The First National Bank of Powell is the OWNER OF:

   Lot 1 through 13, Phase #1, of First Development Park Subdivision according to the plat recorded in Book "C" of plats, page 191, records of Park County, Wyoming;

   Lot 16, 28, 29, 40 through 46 and Tract "B", Phase #2 of the First Development Park Subdivision, according to the plat recorded in Book "C" of plats, page 4, records of Park County, Wyoming.

   (b) McGlathery's, Inc. is OWNER of:

   Lot 14, Phase #1 of the First Development Park Subdivision, according to the plat recorded in Book "C" of plats, page 191, records of Park County, Wyoming.

   (c) Larry D. Johnson and Alice F. Johnson, husband and wife are the OWNERS of:

   Lot 15, Phase #1 of the First Development Park Subdivision, according to the plat recorded in Book "C" of plats, page 191, records of Park County, Wyoming.

   (d) R-B Rentals, Inc. is the OWNER of:

   Lot 47, Phase #2 of the First Development Park Subdivision, according to the plat recorded in Book "E" of plats, page 4, records of Park County, Wyoming.

2. The OWNERS are all of the property owners of record of said subdivision and are desirous of amending the Declaration of Restrictive Covenants of First Development Park, All Phases, as recorded in MF Book 112, page 32, of the records of Park County, Wyoming.

3. Pursuant to Paragrahp 18. Amendment to Covenants. The OWNERS, being more than two-thirds (2/3) of the property owners, hereby amend the Declaration of Restrictive Covenants of First Development Park, All Phases, as follows:

   A. The Declaration of Restrictive Covenants of First Development Park, All Phases, shall run with the land as to Lot 5 through 15, First Development Park Subdivision, Phase #1, and it shall bind all parties and persons claiming under them as to the restrictions, limitations and uses as set forth in the Declaration of Restrictive Covenants of First Development Park, All Phases, as recorded March 21, 1985, in MF Book 112, page 32 of the records of Park County, Wyoming.

   B. Lots 1 through 4, Phase #1 of First Development Park Subdivision, Lot 16, 28, 29, 40 through 47 of First Development Park Subdivision, Phase #2, are specifically excluded from the limitations, restrictions, and uses contained in the Declaration of Restrictive Covenants of First Development Park Subdivision, All Phases, and no future owners of these Lots nor any persons claiming under or through them shall be bound by the terms and conditions of said Restrictive Covenants.

IN WITNESS WHEREOF The First National Bank of Powell, McGlathery's, Inc., Larry D. Johnson and Alice F. Johnson, and R-B Rentals, Inc., have hereunto set their hands and set their corporate seal on the day and year first above written.

(Corporate Seal)

The First National Bank of Powell

By Richard S Nelson
President

Attest:

Nancy Becking
Cashier

McGlathery's, Inc.

By
President

Attest:

Marla J. Ferbig
Secretary

Larry D. Johnson

Alice F. Johnson

(Corporate Seal)

R-B Rentals, Inc.

By R C Byron
President

Attest:

Harold Richards
Secretary

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The above instrument was acknowledged before me by Richard S. Nelson, President of The First National Bank of Powell, and Attested by Nancy Becking, Cashier for The First National Bank of Powell this 17 day of February, 1989.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The above instrument was acknowledged before me by Gene Fretz, President of McGlathery's, Inc., and Attested by Marla J. Fretz, its Secretary, this 17 day of February, 1989.

Witness my hand and official seal.

Notary Public

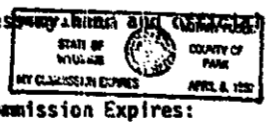
My Commission Expires:

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The above instrument was acknowledged before me by Larry D. Johnson and Alice F. Johnson, husband and wife, this 17 day of February, 1989.

Witness my hand and official seal.

STATE OF WYOMING — NOTARY PUBLIC — COUNTY OF PARK — MY COMMISSION EXPIRES — APRIL 8, 1992



Notary Public

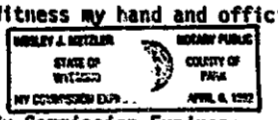
My Commission Expires:

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The above instrument was acknowledged before me by R. C. Bagan, President, of R-B Rentals, Inc., and attested by Harold Robinds, its Secretary, on this 17 day of February, 1989.

Witness my hand and official seal.

WESLEY J. METZLER — NOTARY PUBLIC — STATE OF WYOMING — COUNTY OF PARK — MY COMMISSION EXPIRES — APRIL 8, 1992



Notary Public

My Commission Expires:

State of Wyoming }
County of Park } ss
This instrument was filed for record
on this 7 day of March
19 89 at 3:22 o'clock P. M. and
duly recorded in Miscellaneous book 166
records on page 155
MARIE FONTAINE, Register of Deeds
By [signature], Deputy
No. [illegible]

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOTS 5 THROUGH 13 OF PHASE #1
OF THE FIRST DEVELOPMENT PARK SUBDIVISION

THIS DECLARATION is made this 28 day of June, 1994, by TARGET POWELL VALLEY, a Wyoming corporation ("Declarant") and by FITCH INVESTORS SERVICE, INC., a New York corporation ("Fitch").

RECITALS

A. Declarant is the owner of the real property located in Park County, Wyoming, more particularly described as follows:

> Lots 5 through 7, and 9 through 13, inclusive, Phase #1 of the First Development Park Subdivision, according to the plat recorded in Book "C" of plats, page 191, records of Park County, State of Wyoming (the "Declarant Property").

B. Fitch is the owner of the real property located in Park County, Wyoming, more particularly described as follows:

> Lot 8, Phase #1 of the First Development Park Subdivision, according to the plat recorded in Book "C" of plats, page 191, records of Park County, State of Wyoming (the "Fitch Property").

The Declarant Property and the Fitch Property are collectively referred to herein as the "Property".

C. Declarant and Fitch desire by this Declaration to establish a general plan for the development and use of the Property as a nonresidential planned community known as the First Development Park, for the purpose of enhancing and improving the appearance and value thereof. Approval shall be required of the Architectural Control Committee ("ACC") (as hereinafter defined) of all improvements to be placed on the Property. The ACC shall also regularly review all improvements to the end that they shall be maintained in a clean and attractive manner.

ARTICLE I
GENERAL PROVISIONS

1.1 Declaration of Restrictions. Declarant and Fitch hereby declare that the Property is now held and shall hereafter be held, conveyed, leased or used, subject to the covenants, conditions, restrictions and agreements set forth in this Declaration. This Declaration is for the benefit of and shall inure to and pass with each and every part or parcel of the Property and shall bind all owners, lessees and users thereof and their successors and assigns. This Declaration shall constitute covenants running with the land between the respective owners of such parts or parcels and create privity of contract or of estate between each and all such persons and their successors or assigns.

1.2 Purposes of Restrictions. The purpose of these provisions is to provide a general plan for the development and continued use of the Property as an attractive development and for the protection of property values.

1.3 Definitions.

(a) "Site" - Each parcel of the Property identified on the plat recorded in Book "C" of Plats, Page 191 in the records of Park County, Wyoming (the "Plat") as a "Lot" with a corresponding number that may be conveyed in its entirety to a third party by reference to such lot by number and by reference to the Plat.

(b) "Setback Line" - A line within the interior of the property line of a Site, as described in Section 2.2 below.

(c) "Improvement" - Any building, outbuilding, fences, walls, poles, ponds, signs, plans, shrubs, hedges or other landscaping, parking or loading areas or any other structure of any type or kind placed upon the Property.

(d) "Owner" - The person or persons, entity or entities who own of record, according to the real property records of Park County, Wyoming, fee simple title to a Site. For an entity Owner, the entity may appoint an officer, agent, employee or other representative to act on the entity Owner's behalf.

(e) "User" - The person or persons, entity or entities who occupy or use a Site or any portion thereof pursuant to a lease, licenses or other agreement with an Owner or another User or who have any right, title or interest in a Site, including but not limited to a mortgagee or beneficiary under a mortgage or deed of trust encumbering a Site.

ARTICLE II
REGULATION OF IMPROVEMENTS

2.1 Building Construction. Any Improvements shall conform to the following construction standards in addition to the applicable provisions of the City Code for the City of Powell, Wyoming (or the Park County Ordinances where applicable), all other applicable statutes, ordinances, regulations, permits or governmental approvals and to such others as the ACC may reasonably impose in connection with its approval of construction:

(a) Exterior walls shall be of materials specifically approved in writing by the ACC.

(b) Loading docks and walls shall be screened from the street in a manner acceptable to the ACC.

(c) Exterior of buildings shall be painted or suitably treated in a manner approved by the ACC.

2.2 Setback Lines.

2.2.1 General. No portion of any Improvements shall be placed on any Site closer to the Site property line than the Setback Line established in this Declaration without advance written ACC approval and, if required, variances from applicable zoning authorities. The following Improvements are specifically excluded from these setback provisions:

(a) Roof overhang, steps and walks.

(b) Paving and associated curbing.

(c) Fences, provided, however, fences may not be placed inside the Setback Line from any street unless written approval is obtained from the ACC.

(d) Landscaping.

(e) Planters, not to exceed twenty four inches (24") in height.

(f) Driveways, sidewalks.

2.2.2 Setback Lines. Except with advance written ACC approval and, if required, variances from applicable zoning authorities: (i) the Setback Line from each Site property line not contiguous and parallel to a street shall be a distance of five (5) feet from such property line; and (ii) the Setback Line from each Site property line running contiguous and parallel to a street shall be at a distance of fifteen (15) feet from the property line. In the event the zoning code of the City of Powell, Wyoming (or Park County Ordinances, where applicable), establishes Setback Lines that are a greater distance from each Site property line than the Setback Lines established by this section, the Setback Line that is the greater distance from the Site property line shall be the Setback Line.

2.3 Excavation. No excavation shall be made except in connection with construction, maintenance or repair of an Improvement. Upon completion of the construction, maintenance or repair of such Improvement, exposed openings (other than a pond Improvement) shall be backfilled and disturbed ground shall be graded and leveled.

2.4 Parking. Adequate parking areas for all tenant, visitor and occupant parking shall be provided on each Site with the intention being that no on-street parking will be used. Parking areas shall be paved with asphalt or concrete paving to provide dust-free all-weather surfaces and shall not be visible from the street unless approved in writing by the ACC. Each parking space provided shall be designated by white lines painted upon the paved surfaces. If parking requirements increase as a result of change in use or number of employees, additional surface parking may be required by the ACC.

2.5 Landscaping. Every Site shall be landscaped according to plans approved in writing by the ACC. The following minimum landscaping requirements must be met:

(a) The entire street frontage of any Site shall be landscaped from the curb line to the Setback Line.

(b) The initial landscaping shall be installed within thirty (30) days of occupancy, weather permitting, or completion of any Improvement, whichever occurs first. An adequate irrigation system shall be provided, by the Owner or User at its cost, and shall be operational and maintained at all times.

2.6 Signs. No billboards, signs or other advertising or identification devices shall be permitted without written approval of the ACC. The ACC shall provide to interested persons written specifications setting forth permitted dimensions and locations for all exterior signs. Signs on the exterior of any building may be lighted. No signs or other contrivances shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion, without the written approval of the ACC. Signs shall not be permitted to extend above the top of the building to which they are affixed or placed on the roof of any building.

2.7 Outside Storage. No outside storage shall be permitted, unless screened from streets and any other Site. Such screening shall be clearly shown or designated on plans and specifications submitted to and approved in writing by the ACC, prior to construction of such storage occurring.

2.8 Old and Used Buildings. No old or used buildings, except temporary buildings or structures being used in connection with the construction of permanent Improvements, shall be moved onto or maintained on any Site.

ARTICLE III
REGULATION OF USE AND MAINTENANCE

3.1 Buildings and Improvements. Exteriors of all Improvements shall be maintained in a neat, orderly and attractive manner, including periodic painting, as necessary. Exterior color of all Improvements shall be subject to prior written approval of the ACC.

3.2 Landscaping. All landscaping shall be maintained in a neat and attractive manner. Dead plants shall be promptly replaced by comparable living plants.

3.3 Other Areas. Any portion of the Site not improved or landscaped shall be maintained free of weeds or debris.

3.4 Emergency Repairs. If any Owner or User fails to maintain the exteriors of the Improvements, the landscaping or other areas, the ACC may, without notice, make any emergency repairs and perform such maintenance on the Site or to the Improvements as, in its sole discretion, may be necessary for the safety of any person or to prevent damage to any other Site. The Owner and User shall be joint and severally liable for the cost of any work performed pursuant to this section.

ARTICLE IV
USES PERMITTED AND PROHIBITED

4.1 Permitted Uses. The use of a Site shall be limited to engineering, research, warehousing, light and medium manufacturing operations and accessory uses incidental thereto, as well as such retail and commercial operations, expressly approved in writing by the ACC and the City of Powell, Wyoming (or Park County, where applicable), as may be of service to, and in harmony with, a first quality industrial complex development. The ACC shall be provided with evidence that property controls, measures, or devices will be provided to insure and protect the interest, safety, general welfare of other occupants of the Property from any and all nuisances or hazards. All special District, City, County, State, Federal or other applicable laws, codes, ordinances and regulations shall be complied with by all Users.

4.2 Prohibited Uses.

(a) Any residential use.

(b) Junk yards.

(c) Commercial excavation of construction materials.

(d) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse.

(e) Refining of petroleum or of its products.

(f) Other operations and uses which in the opinion of the ACC are not compatible or harmonious with the establishment and maintenance of a first quality industrial complex.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE APPROVALS

5.1 Architectural Control Committee. The Owner of each Site, with one vote for each Site owned, shall elect a committee (the "Committee") of three (3) persons, each of whom is an Owner, by simple majority vote, to constitute the ACC. Such election, and subsequent elections, removals, resignations and replacements, shall be pursuant to procedures established by the Committee and the Committee shall function pursuant to procedures established by the Committee.

Upon election of the Committee, Declarant shall assign its rights, powers and reservations under this Declaration to the Committee. The Committee shall assume in writing the rights and duties of Declarant and have the same rights, powers and duties of Declarant herein, and Declarant shall thereupon be relieved of such rights, powers and duties. Declarant as used herein includes such assignees and their successors and assigns.

5.2 Approval of Plans of Buildings, Improvements and Landscaping.

5.2.1 Buildings and Improvements. No improvement shall be erected, placed, moved onto or permitted to remain on any Site, nor shall any improvement upon any Site be altered in any way which materially changes the exterior appearance thereof, unless complete plans therefor, including the exterior color scheme and a plot plan of the location thereof with reference to such Site and with reference to structures upon adjoining Sites and a grading plan for such Site, shall have been submitted to and approved in writing by the ACC.

The ACC shall review plans and specifications for compliance with these protective controls, suitability of materials to be employed in construction, soundness and attractiveness of structural and aesthetic design, and appearance of improvements proposed. The ACC may disapprove a proposed improvement inharmonious with the general plan, or because the plans and specifications submitted fail to include such information as the ACC may reasonably request, or because of any other reasonable objection to such plans and specifications. Upon approval by the ACC of plans for construction or alteration of any improvement, a copy of such plans as so approved shall be deposited for permanent record with the ACC, and a copy of such plans bearing the written approval of the ACC shall be returned to the occupant making application for approvals.

5.2.2 Landscaping. No trees, shrubs, fences, hedges or other landscaping shall be planted, placed or maintained upon any Site unless and until a complete plan thereof shall have been submitted to and approved by the ACC in a manner similar to that provided in Section 5.2.1 above.

5.2.3 Review Fee. An architectural review fee, in an amount to be determined by the ACC, shall be paid to the ACC each time plans or specifications are submitted for review for any reason. The review fees collected by the ACC shall be placed into an account and used by the ACC, when needed, to cover the costs and expenses of review and enforcement of this Declaration, including but not limited to, attorneys', architects', engineers' and other professionals' reasonable fees.

5.2.4 Failure to Act. If the ACC fails either to approve or disapprove any plans or specifications accompanied by written request for approval submitted to it in compliance with the protective controls within thirty (30) days after submission, approval shall be deemed to have been given provided all other requirements contained herein shall have been complied with.

5.2.5 Liability. Neither the ACC nor its successors or assigns shall be liable to anyone submitting plans and specifications to them for approval, or to any occupant of property affected by these protective controls, by reason of approval or disapproval or of any failure to approve or disapprove any plans and specifications.

5.3 Review of Uses and Maintenance. The ACC shall regularly review the uses and maintenance of all improvements on the Property. If in the opinion of ACC proper care and maintenance of any buildings, improvements, landscaping or unimproved areas are not being exercised, the ACC may, upon having first given sixty (60) days' notice in writing to the User, take such steps to correct such improper maintenance, at the expenses of the User, as ACC in its sole discretion, may deem reasonable and necessary.

ARTICLE VI
ENFORCEMENT

6.1 Nuisance. The failure to comply with any of these provisions, in whole or in part, shall be deemed to be a nuisance and all remedies allowed by law or equity may be used or exercised by the ACC or any Owner against the party committing such act or omission.

6.2 Inspection. The ACC may from time to time and at any reasonable time, after giving 7 days advance notice to the Owner, enter upon and inspect any portion of the Property subject to these provisions to determine compliance with these provisions. However, the Owner may, at its option, be present at any such inspection.

6.3 Legal Fees. In any proceedings to enforce or restrain the violation of these provisions or to collect the costs and expenses of abatement as provided herein, the prevailing party shall be entitled to such reasonable fees and costs as may be determined by the court.

6.4 Waiver. The failure of the ACC or any person to enforce any term or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce other provisions herein contained.

6.5 Cumulative Remedies. All remedies at law or equity or as provided herein shall be deemed cumulative and non-exclusive.

ARTICLE VII
TERM, MODIFICATION AND TERMINATION

7.1 Term. This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force for a period of twenty-five (25) years from the date hereof; provided, that at any time within three (3) years before the expiration of said period (or of a prior extended period) the then Owners of two-thirds (2/3) of the Sites may, by written declaration signed and acknowledged by them and recorded in the records of the Clerk of Park County, Wyoming, extend this Declaration for additional ten (10) year periods; and this right to extend may be exercised any number of times thereafter.

7.2 Modification and Termination. This Declaration, or any provisions hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the Owners of two-thirds (2/3) of the Sites. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Clerk of Park County, Wyoming.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Constructive Notice. Every party who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired any interest in the Property.

8.2 Partial Invalidity. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not effect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first hereinabove written.

TARGET POWELL VALLEY
a Wyoming corporation

ATTESTATION:

By: Rick Martin
Title: SECRETARY/TREASURER

By: John W Mueller
Its: Pres.

(CORPORATE SEAL)

THIS DOCUMENT WAS RECORDED
WITHOUT A CORPORATE SEAL
PARK COUNTY CLERK'S OFFICE

STATE OF WYOMING)
) ss
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Rick Martin as Secretary Treasurer and by John W MUELLER as President of Target Powell Valley, a Wyoming corporation, this 31 day of May, 1994.

Witness my hand and official seal.

My commission expires: _____

WESLEY J. METZLER-NOTARY PUBLIC
(SEAL) STATE OF WYOMING COUNTY OF PARK
MY COMMISSION EXPIRES APRIL 8, 1996

Wesley J Metzler
Notary

Address: _____

FITCH INVESTORS SERVICE, INC.
a New York corporation

ATTESTATION:

By: Barbara G Filosa, AVP
Title: Personnel Admin

By: David B Kennedy
Its: CHIEF FINANCIAL OFFICER

(CORPORATE SEAL)

STATE OF NY)
) ss
COUNTY OF NY)

The foregoing instrument was acknowledged before me by David B Kennedy as Chief Financial Officer and by Barbara G Filosa as Notary Public of Fitch Investors Service, Inc., a New York corporation, this 20th day of May, 1994.

Witness my hand and official seal.

My commission expires: 9/30/94

(SEAL)

Barbara G Filosa
Notary

Address: 1 State St. Plaza
NY, NY 10004

BARBARA G. FILOSA
Notary Public, State of New York
No. 31-4728613
Qualified in New York County
Commission Expires 9/30/94

INSTR 334135 BOOK 0250 PAGE 0262
RECORDED 07/07/94 AT 09:44
BY: [illegible] PATTERSON DEPUTY
FEES: [illegible]
[illegible] PARK COUNTY CLERK

40347.1

334135

2011-6391 Park County WY 11/4/2011 1:45 PM Pg: 1 of 5 Fees: $20.00

FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF FIRST DEVELOPMENT PARK LOTS 5 THROUGH 13 PHASE #1

This First Amendment to the Declaration of Restrictive Covenants of First Development Park (hereinafter "Declaration") is made this day by and between First Bank of Wyoming, f/k/a First National Bank & Trust ("Declarant"), and Team'D Up, a Wyoming limited liability company, a/k/a Team'D Up, LLC, a Wyoming limited liability company ("Team'D Up").

RECITALS

A. Declarant is the owner of the real property located in Park County, Wyoming, more particularly described as follows:

> Lots 5, 6, 10 and 11 of the First Development Park Subdivision Phase #1, according to the Plat recorded in Book "C" of plats, page 191, records of Park County, State of Wyoming (the "Declarant Property").

B. Team'D Up is the owner of the real property located in Park County, Wyoming, more particularly described as follows:

> Lots 12 and 13 of the First Development Park Subdivision Phase #1, according to the Plat recorded in Book "C" of plats, page 191, records of Park County, State of Wyoming (the "Team'D Up Property").

The Declarant Property and the Team'D Up Property are collectively referred to herein as the "Property".

C. Declarant and Team'D Up desire by this Declaration to amend the "Declaration of Restrictive Covenants for Lots 5 Through 13 of Phase #1 of the First Development Park Subdivision" recorded with the Park County Clerk and Recorder on July 1, 1994 in Book 250, Page 262 as Instrument # 334135, to allow for residential development of the Property.

D. Declarant (four sites/lots) and Team'D Up (two sites/lots) own a combined total of more than two-thirds of the nine sites/lots governed by the July 1, 1994 "Declaration of Restrictive Covenants for Lots 5 Through 13 of Phase #1 of the First Development Park Subdivision" and, therefore, according to Section 7.2 of Article VII of such declaration have the right to terminate, extend, modify or amend, as to the whole of

the sites/lots 5 through 13 or a portion of Phase #1 of the First Development Park Subdivision.

NOW, THEREFORE, Declarant and Team'D Up do hereby declare that the "Declaration of Restrictive Covenants for Lots 5 Through 13 of Phase #1 of the First Development Park Subdivision" recorded with the Park County Clerk and Recorder on July 1, 1994 in Book 250, Page 262 as Instrument # 334135, is hereby modified and amended as follows.

1. Recital C shall be deleted in its entirety.

2. Article IV, Uses Permitted and Prohibited, is hereby amended in its entirety to read as follows.

4.1 Permitted Uses. The use of a Site shall be limited to engineering, research, warehousing, light and medium manufacturing operations, single family residential, multi-family apartments, multi-family affordable housing units, and accessory uses incidental thereto, as well as such retail, commercial and residential uses that are expressly approved in writing by the ACC and the City of Powell, Wyoming (or Park County, where applicable). The ACC shall be provided with evidence that property controls, measures, or devices will be provided to insure and protect the interest, safety and general welfare of other occupants of the Property for any and all nuisances or hazards. All Users shall comply with all Special District, City, County, State, Federal or other applicable laws, codes ordinances and regulations.

4.2 Prohibited Uses.

(a) Junk yards.

(b) Commercial excavation of construction materials.

(c) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse.

(d) Refining of petroleum or its products.

(e) Other operations and uses, which in the sole discretion of the ACC are not compatible or harmonious with the establishment and maintenance of First Development Park.

3. A new Section 6.7 is added to Article VI to read as follows.

6.7 Assignment of Powers. Any and all rights and powers of the Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors in interest of the Declarant.

4. All terms of the "Declaration of Restrictive Covenants for Lots 5 Through 13 of Phase #1 of the First Development Park Subdivision" recorded with the Park County Clerk and Recorder on July 1, 1994 in Book 250, Page 262 as Instrument # 334135, not replaced or amended by this Declaration shall remain in full force or effect.

IN WITNESS WHEREOF, we have hereunto set our hands the 3rd day of November, 2011.

DECLARANT:

Gary Mills, Senior Vice President
First Bank of Wyoming fka
First National Bank & Trust

TEAM'D UP, LLC:

Matt Elliott, Member
Team'D Up, LLC
A Wyoming Limited Liability Company

TEAM'D UP, LLC:

Lynn Terry, Member
Team'D Up, LLC
A Wyoming Limited Liability Company

Dave DeBock, Member
Team'D Up, LLC
A Wyoming Limited Liability Company

Kermit Askin, Member
Team'D Up, LLC
A Wyoming Limited Liability Company

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Gary Mills, Senior Vice-President of First Bank of Wyoming, the successor in interest to First National Bank & Trust, Declarant, this 3rd day of November, 2011.

WITNESS my hand and official seal.

Becky L. Duran
Notary Public

My commission expires: January 18, 2012

BECKY L. DURAN NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 18, 2012

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Matt Elliott, Dave DeBock, and Lynn Terry, Members of Team'D Up, LLC, a Wyoming limited liability company, aka Team'D Up, a Wyoming limited liability company, this 3rd day of November, 2011.

WITNESS my hand and official seal.

Dolores L. Terry
Notary Public

My commission expires: Oct 11, 2014

DOLORES L. TERRY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 11, 2014

SEE AKNOWLEDGMENT ON NEXT PAGE

STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Kermit Askin, Member of Team'D Up, LLC, a Wyoming limited liability company, aka Team'D Up, a Wyoming limited liability company, this 31 day of October, 2011.

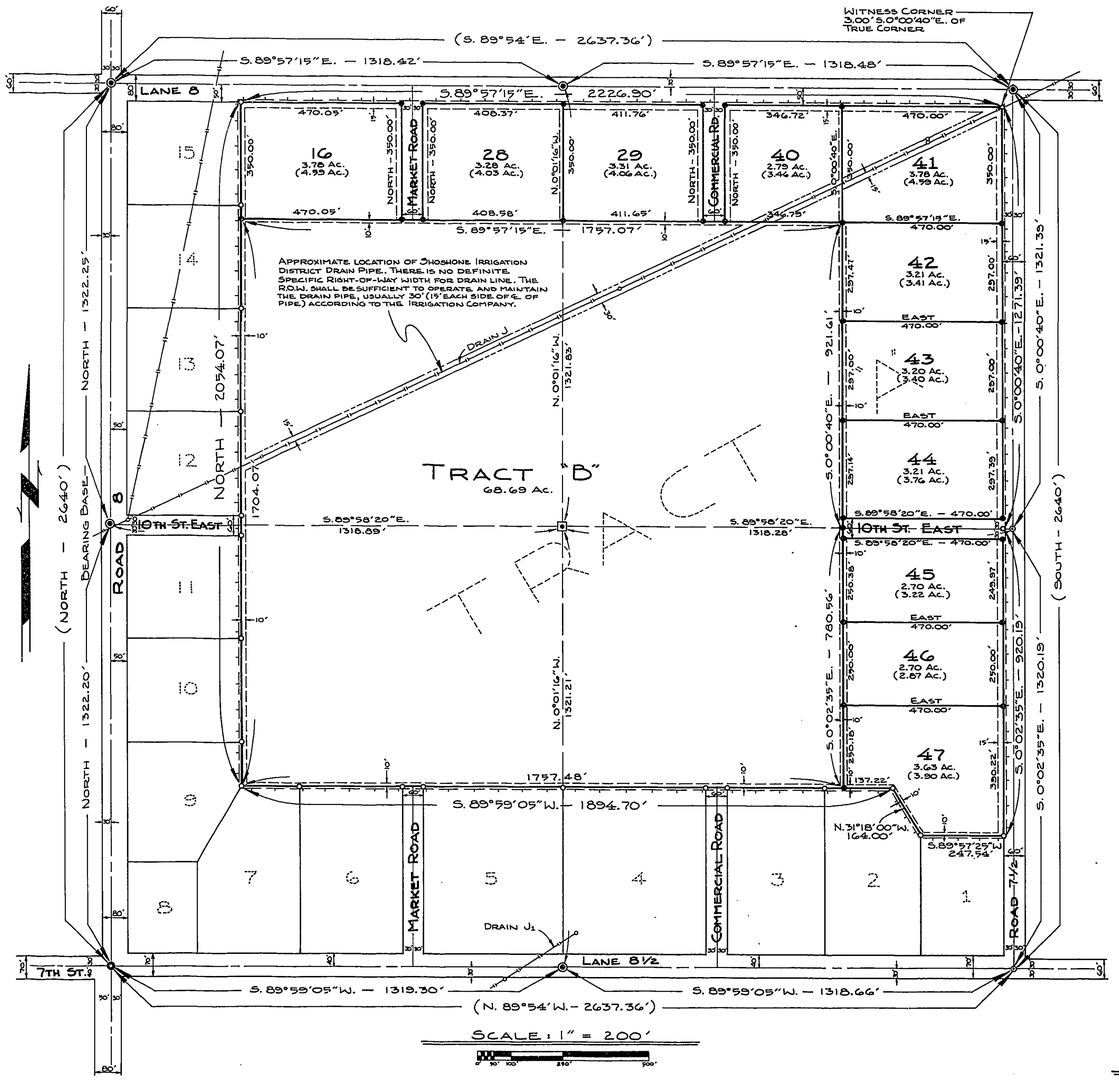
BRYAN R WHITE - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES 04/08/2015

WITNESS my hand and official seal.

Notary Public

My commission expires: 4/8/2015

vacated book 166- pg 158 EXCEPT Lot 47



LEGEND

- Boundary of Phase Two of the First Development Park Shown Thus
- Interior Lot and Tract Lines Shown Thus
- Adjacent Property Lines Shown Thus
- Utility Easements Shown Thus
- Road Centerlines Shown Thus
- Brass Cap in Monument Box Shown Thus ◉
- Brass Cap set in Concrete Shown Thus ●
- Brass Cap without Monument Box Shown Thus ▣
- 1½" BuRec pipe in Monument Box Shown Thus ⊙
- Existing Property Corners Shown Thus ○
- Aluminum Cap on 5/8"x 18" rebar set as property corners Shown Thus ●
- Aluminum Cap on 5/8"x 18" rebar Witness Corner Shown Thus △
- Irrigation District Easement Shown Thus
- Total Number of Lots within Phase Two of Subdivision — 11
- Gross Area of Tract and Lots Shown Thus — (3.76 Ac.)
- Net Area of Tract and Lots Shown Thus — 3.21 Ac.
- Bearings and Distances of Record Shown Thus — (S. 89°54'E. - 2637.36')
- Bearings and Distances obtained this Survey Shown Thus — S. 89°57'15"E. - 1318.48'
- Irrigation District Underground Drain Pipe with Manholes Shown Thus

NOTES

1. "NO PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEM PROPOSED"
2. "NO PROPOSED DOMESTIC WATER SOURCE"
3. "THE OWNERS OF FIRST DEVELOPMENT PARK WARRANTS TO PURCHASERS OF ANY LOTS WITHIN THIS SUBDIVISION THAT THE PURCHASERS HAVE NO RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER, WITHIN OR ADJACENT TO FIRST DEVELOPMENT PARK, AND THAT WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER."
4. IT HAS BEEN DETERMINED IN THE FIELD THAT SHOSHONE IRRIGATION DISTRICT UNDERGROUND DRAIN J_1 FLOWS FROM THE EXISTING MANHOLE LOCATED IN LOT 4, NORTHERLY APPROXIMATELY 1990 FEET, INTO THE EXISTING MANHOLE ON DRAIN J IN FUTURE LOT 30. THE APPROXIMATE LOCATION OF DRAIN J_1 HAS YET TO BE DETERMINED AND IT SHALL HAVE THE SAME RIGHT-OF-WAY WIDTH AS NOTED FOR DRAIN J.

CERTIFICATE OF DEDICATION

THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED AS FOLLOWS: TRACT "A" OF THE FIRST DEVELOPMENT PARK, WITHIN LOT 68-D, LOT 68-C, LOT 68-D, AND LOT 68-E, ALL IN LOT 68, T. 55N., R.99 W. OF THE 6TH P.M., PARK COUNTY, WYOMING, ACCORDING TO THE GOVERNMENT RESURVEY, AND CONTAINING 105.88 ACRES OF WHICH 104.28 ACRES ARE IN PARCELS, TRACTS, OR LOTS AND APPROXIMATELY 1.60 ACRES ARE IN PUBLIC OR PRIVATE STREET RIGHTS-OF-WAY, EASEMENTS AND SITES; AND HAVE LAID OUT, PLATTED AND SUBDIVIDED INTO LOTS AND BLOCKS PHASE TWO OF THE FIRST DEVELOPMENT PARK SUBDIVISION, IN THE COUNTY OF PARK, WYOMING, WITH THE FREE CONSENT AND WITH THE DESIRES OF THE UNDERSIGNED OWNERS; AND DO HEREBY GRANT TO PARK COUNTY, WYOMING, FOR THE PUBLIC USE OF THE RIGHTS-OF-WAY SHOWN HEREON AND THE PUBLIC LANDS SHOWN AND THE UTILITY AND THE DRAINAGE EASEMENTS AND OTHER PURPOSES SO NOTED HEREON AND DO FURTHER STATE THAT WE HEREBY RELEASE AND RELINQUISH ALL RIGHTS OF HOMESTEAD AND THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK OF PARK COUNTY, WYOMING.

IN WITNESS WHEREOF, THE BOARD OF DIRECTORS OF THE FIRST NATIONAL BANK OF POWELL HAVE AUTHORIZED THE PRESIDENT AND CASHIER TO EXECUTE ON BEHALF OF SAID CORPORATION THIS 2nd DAY OF November, 1984 A.D.

R S Nelson
PRESIDENT

Nancy Becking
CASHIER

STATE OF WYOMING } SS
COUNTY OF PARK }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF November, 1984 A.D., BY R. S. NELSON, PRESIDENT, AND NANCY BECKING, CASHIER.

WITNESS MY HAND AND OFFICIAL SEAL.

Sharon Christensen
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-1-85

CERTIFICATE OF SURVEYOR

I, DARVIN D. DIETZ, A LAND SURVEYOR, REGISTERED IN THE STATE OF WYOMING BY REGISTRATION NUMBER 696 P.E. & L.S. HEREBY CERTIFY THAT BETWEEN THE DATES OCTOBER 18, 1984 AND OCTOBER 23, 1984, PHASE TWO OF THE FIRST DEVELOPMENT PARK SUBDIVISION SHOWN HEREON WAS SURVEYED BY LYNN THOMAS, AND CERTIFY THAT THE LAND SURVEYED IS CORRECTLY DESCRIBED IN THE OWNER'S CERTIFICATE OF DEDICATION AND THAT THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT, AND WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME OR UNDER MY SUPERVISION, CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS, AND STREETS, OF SAID SUBDIVISION IN COMPLIANCE WITH THE PARK COUNTY SUBDIVISION REGULATIONS; AND LOST OR OBLITERATED GOVERNMENT LAND CORNER MONUMENTS WERE RESTORED AS REQUIRED, AND THE REQUIREMENTS OF W.S. 36-11-101 THROUGH 36-11-110 WERE COMPLIED WITH, AND THAT MONUMENTS AND LOT CORNERS MARKING THIS SURVEY WERE ACTUALLY SET AND THE MONUMENTS WERE AS DESCRIBED HEREON; AND THAT ALL ELEMENTS OF THE SURVEY CLOSE TO AN ACCURACY OF ONE PART IN FIVE-THOUSAND OR BETTER.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS 2nd DAY OF November, 1984 A.D.

Darvin D. Dietz
DARVIN D. DIETZ, 696 P.E. & L.S.

WYOMING REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR — DARVIN D. DIETZ P.E. & L.S. 696 REGISTERED

STATE OF WYOMING } SS
COUNTY OF PARK }

THE FOREGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME BY DARVIN D. DIETZ THIS 2ND DAY OF NOVEMBER, 1984 A.D.

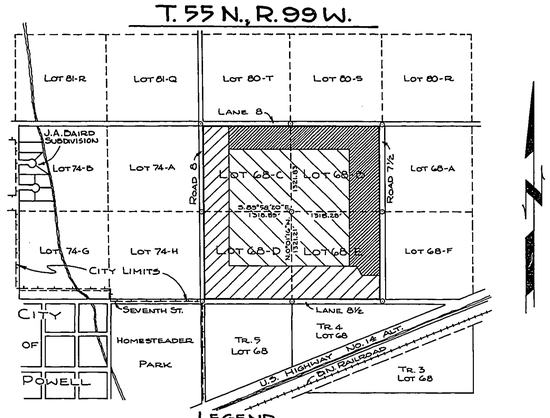
WITNESS MY HAND AND OFFICIAL SEAL.

Phyllis M. Waggoner
NOTARY PUBLIC

MY COMMISSION EXPIRES: January 13, 1988

Phyllis M. Waggoner — Notary Public — County of Park — State of Wyoming — My Commission Expires Jan. 13, 1988

T. 55 N., R. 99 W.



LEGEND

Lands within Phase 1 of First Development Park Shown Thus
Lands within Phase 2 of First Development Park Shown Thus
Lands within Tract "B" of First Development Park Shown Thus
Corners Found in Place Shown Thus

VICINITY MAP

SCALE: 1" = 1000'

PLANNING AND ZONING COMMISSION CERTIFICATE

THIS PLAT IS RECOMMENDED FOR APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS, PARK COUNTY, WYOMING, ON THIS 18th DAY OF DECEMBER, 1984 A.D.

Ralph L. Lawrence
CHAIRMAN

ATTEST: P.H. Rubke
Acting SECRETARY

COUNTY COMMISSIONERS CERTIFICATE AND SUBDIVISION PERMIT

THIS PLAT IS HEREBY APPROVED AND SUBDIVISION PERMIT ISSUED BY THE BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, WYOMING, THIS 2nd DAY OF January, 1985 A.D., FOR FILING AND RECORDING WITH THE CLERK OF PARK COUNTY, WYOMING, AND FOR THE CONVEYANCE TO THE COUNTY OF PARK THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT THE COUNTY OF PARK WILL NOT BE OBLIGATED TO FINANCE, CONSTRUCT, OR MAINTAIN ANY IMPROVEMENTS WITHIN THIS SUBDIVISION EXCEPT AS SPECIFICALLY AGREED BY THE COUNTY OF PARK AND FURTHER SAID THAT THE BOARD OF COUNTY COMMISSIONERS WILL NOT MAINTAIN ROADS OR OTHER IMPROVEMENTS NOT DEDICATED TO THE PUBLIC, NOR WILL THE COUNTY OF PARK MAINTAIN ROADS OR OTHER IMPROVEMENTS DEDICATED TO THE PUBLIC UNTIL THEY ARE CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS AND ACCEPTED BY THE PROPER RESOLUTION, IN ITS COMPLETE DISCRETION.

DATED THIS 2 DAY OF January, 1985 A.D.

CHAIRMAN
PARK COUNTY COMMISSIONERS

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY OF PARK THIS 2nd DAY OF January, 1985 A.D.

ATTEST: Marie Fontaine
PARK COUNTY CLERK

COUNTY CLERKS CERTIFICATE

THIS PLAT WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WYOMING, AT 1149 O'CLOCK P. M. ON THE 2nd DAY OF January, 1985 A.D., AND IS DULY RECORDED IN BOOK F, PAGE NUMBER 4.
Reception Number 299518

Marie Fontaine
PARK COUNTY CLERK

BY: Deputy

CERTIFICATE OF APPROVAL

THIS PLAT IS HEREBY APPROVED BY THE CITY COUNCIL OF POWELL, WYOMING, THIS 5th DAY OF November, 1984.

Richard W. Heaven
MAYOR

ATTEST: Bue Dan
CITY CLERK

FIRST NATIONAL BANK
POWELL, WYOMING

PLAT SHOWING
PHASE TWO
OF THE
FIRST DEVELOPMENT PARK
BEING FURTHER DESCRIBED AS A DIVISION OF TRACT "A" OF THE FIRST DEVELOPMENT PARK WITHIN LOT 68-D, LOT 68-C, LOT 68-D AND LOT 68-E, ALL IN LOT 68, T. 55 N., R. 99 W. OF THE 6TH P.M., PARK COUNTY, WYOMING, ACCORDING TO THE GOVERNMENT RESURVEY.

GRAHAM, DIETZ & ASSOCIATES — CONSULTING ENGINEERS
CODY & POWELL, WYOMING — NOVEMBER, 1984