

AFTER RECORDING PLEASE RETURN TO:

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DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
CONCERNING COMMERCIAL PROPERTY

THIS DECLARATION is made and executed this 5th day of April, 1976 by TOTAL CONCEPT DEVELOPMENT CORPORATION, a Utah corporation whose address is 115 South Main Street, Salt Lake City, Utah 84111, and PRUDENTIAL SERVICE CORPORATION, a Utah corporation whose address is 115 South Main Street, Salt Lake City, Utah 84111 (both of which are hereinafter collectively referred to as "Declarants").

RECITALS:

A. Declarants, or one of them, are currently the developers of certain real property situated in Sweetwater County, State of Wyoming, and anticipate that in the future they, or one of them, will be the developers of certain additional real property situated in said County and State, including portions or all of the Entire Tract hereinafter described.

B. Declarants anticipate that the nature of most, but not necessarily all, of such portions of the Entire Tract as may be developed by Declarants, or one of them, will be such as to make appropriate and desirable the applicability to such portions of certain protective covenants and restrictions designed to preserve and enhance the value of such portions. Declarants therefore desire to create a means by which appropriate portions of the Entire Tract may from time to time be subjected to a scheme of protective covenants and restrictions which is uniform and the same as the scheme affecting or possibly to affect other portions thereof.

NOW, THEREFORE, for the foregoing purposes Declarants hereby make the following declarations and hereby set forth the protective covenants and restrictions described below, which said protective covenants and restrictions shall, in accordance with the terms and provisions hereof, apply to, bind, affect, and run with title to each and every Parcel (as hereinafter defined and described), but only such Parcels, with respect to which the conditions described in Article I, Section 3, below have been met:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") each of the following terms shall have the meaning indicated.

NOTE: This instrument is not intended necessarily to affect and does not necessarily affect the entirety of the "Entire Tract" described in Article I, Section 2, hereof -- rather, whether this instrument affects any given portion of said "Entire Tract" is to be determined pursuant to the provisions of Article I, Section 3, hereof.

1. Declaration shall mean and refer to this Declaration of Protective Covenants and Restrictions Concerning Commercial Property.

2. Entire Tract shall mean and refer to the following-described land situated in Sweetwater County, State of Wyoming:

See Exhibit "A" attached hereto and incorporated herein by this reference.

A description of the Entire Tract is set forth herein solely for purposes of identification. This Declaration is not intended to create and should not be deemed to constitute any covenant, encumbrance, restriction, or limitation upon any real property or interests in real property other than such Parcel or Parcels as may hereafter be expressly subjected to the terms hereof in accordance with the terms and provisions of this Declaration.

3. Parcel shall mean, refer to, and include each or any portion of the Entire Tract with respect to which all of the following requirements are met: (i) A Deed is executed by Declarants, or either of them, conveying fee title to such portion to a third party or parties; (ii) Said Deed is so executed within twenty (20) years after the date on which this Declaration is filed for record in the office of the County Clerk of Sweetwater County, Wyoming; and (iii) In said Deed there is set forth both data sufficient to identify this Declaration as recorded and an affirmative statement whereby Declarants, or either of them, express the intention that this Declaration shall apply to the portion of the Entire Tract conveyed by said Deed. In the event a Parcel (as defined in the foregoing part of this Section 3) is subsequently divided into one or more physical parts (as distinguished from fractional interests in the whole), each of said parts shall thereafter for all of the purposes of this Declaration be considered and treated as a Parcel.

4. Unconveyed Land shall, at any point in time, mean, refer to, and consist of all of the Entire Tract less such portions thereof as have theretofore been conveyed by Declarants, or either of them, to a third party or parties (without regard to whether such conveyed portions do or do not constitute Parcels hereunder and without regard to whether Declarants, or either of them, are vested with title to or otherwise have ownership rights concerning the remainder of the Entire Tract or any portion thereof). So long as it is not arbitrary, Declarants' determination as to what constitutes the Unconveyed Land shall be conclusive.

5. Owner shall mean and refer to the party who is the owner of record (in the office of the County Clerk of Sweetwater County, Wyoming) of a fee or an undivided fee interest in any Parcel. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee under a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

6. Occupant shall mean and refer to any party which, by virtue of a contract to purchase, a lease, a rental arrangement, or any other instrument, understanding, arrangement, or transaction, is entitled to or does occupy or use any Parcel or any portion thereof.

7. Mortgage shall mean and include both a first mortgage on any Parcel (or portion thereof) and a first deed of trust on any Parcel (or portion thereof).

8. Mortgagee shall mean and include both a mortgagee under a first mortgage on any Parcel (or portion thereof) and a beneficiary under a first deed of trust on any Parcel (or portion thereof).

9. Committee shall mean and refer to the Architectural and Development Control Committee which is provided for in Article II of this Declaration.

10. High Image Street shall mean, refer to, and include Foothill Boulevard (which Boulevard abuts upon portions of the Entire Tract) and such other street or streets as may from time to time be designated as a High Image Street in a Supplement to this Declaration which: (i) Is executed by Declarants, or either of them; (ii) Describes, by name or otherwise, the additional street or streets which are to constitute High Image Streets; (iii) Sets forth data sufficient to identify this Declaration as recorded; and (iv) Is filed for record in the office of the County Clerk of Sweetwater County, Wyoming within twenty (20) years after the date on which this Declaration is so filed for record in said office.

11. Improvements shall mean, refer to, and include all improvements, of whatever kind or character, to a Parcel, including, without limitation, any Building, all Landscaping, out-buildings, driveways, walkways, exterior lighting, fences, loading areas, parking areas, railroad trackage, retaining walls, screening walls, signs, and utility conduits or facilities.

12. Building shall mean, refer to, and include a building or other principal structure on a Parcel intended for use or occupancy by an Owner or Occupant of said Parcel, including all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any garages, platforms or docks, storage tanks, canopies or overhangs, porches, enclosed malls, and similar items.

13. Landscaping shall mean, refer to, and consist of the surface of that portion of a Parcel which is covered with, as well as, lawn, shrubberies, other ground cover, trees, and similar materials or matters (which may be combined with, and if so combined with would also include, earth berms, masonry, or like facilities or materials) all harmoniously combined with each other and/or with other Improvements.

14. Declarants shall mean and refer to Total Concept Development Corporation, a Utah corporation, and Prudential Service Corporation, a Utah corporation, and/or to any party or parties

which, either by operation of law or through a voluntary conveyance, transfer, or assignment, succeed to the rights, powers, and interests which are held by or provided unto said two corporations (or either of them) under this Declaration.

II. COMMITTEE AND APPROVAL PROCEDURES

1. Number, Qualifications, and Term of Committee Members. The Architectural and Development Control Committee shall consist and be composed of three (3) members. Each member (irrespective of how he becomes such) shall remain a member of the Committee unless and until he is removed from such office, he resigns from such office, he dies, he becomes incompetent, or he otherwise becomes incapable of adequately performing his duties as a member of the Committee. A Committee member need not be an Owner, an Occupant, or a resident of the State of Wyoming, but must be at least twenty-one (21) years of age.

2. Selection, Removal, and Replacement of Members. Until December 31, 1982 all members of the Committee shall be appointed by Declarants and until said date any or all of said members may, with or without cause and at Declarants' discretion, be removed from office by Declarants. The members of the Committee as it is initially constituted shall consist of the following individuals:

<u>Name</u>	<u>Address</u>
Dick L. Blankenship	c/o Pacific Power & Light Company 2840 East Yellowstone Highway Casper, Wyoming 82601
Steve Terry	c/o Prudential Service Corporation 115 South Main Street Salt Lake City, Utah 84111
Roger Wells	112 Mountain Road Rock Springs, Wyoming 82901

Until December 31, 1982, any vacancy on the Committee (irrespective of how such vacancy comes to exist) shall be filled with a member appointed by Declarants. If any vacancy comes to exist prior to said date and if Declarants fail to fill said vacancy within thirty (30) days after written notice thereof is given to Declarants by any interested party, then the remaining member or members (as the case may be) of the Committee shall appoint a new member or members (as the case may be) to fill such vacancy. If any vacancy comes to exist prior to said date and if the remaining Committee member(s) fail to fill the same within thirty (30) days after written notice of such vacancy is given to such remaining member(s) by any interested party, or if there are no remaining Committee members, then the vacancy involved may, so long as it continues (whether by reason of the continuing failure of the remaining member(s) to fill the same or otherwise), be filled through use of the procedure involving a meeting of and a vote by Owners and Declarants which is described toward the end of the Paragraph appearing immediately below.

If any vacancy on the Committee comes to exist after December 31, 1982, the remaining member or members (as the case may be) shall appoint a new member or members (as the case may

be) to fill such vacancy. If any vacancy comes to exist after said date and if the remaining Committee member(s) fail to fill the same within thirty (30) days after written notice of such vacancy is given to such remaining member(s) by any interested party, or if there are no remaining Committee members, then the vacancy involved may, so long as it continues (whether by reason of the continuing failure of the remaining member(s) to fill the same or otherwise), be filled through use of the procedure described in the balance of this Paragraph. Any interested party may call a meeting by personally delivering or by mailing (to the latest address reasonably ascertainable by such interested party) to each Owner and to Declarants a written notice specifying the time, place, and purpose of the meeting (which time shall be not earlier than 15 and not later than 60 days after the giving of such notice and which place shall be within Sweetwater County, Wyoming). At said meeting each Owner present or properly represented (as by the holder of a written proxy from an Owner) shall be entitled to cast that number of votes and/or fractional votes equal to the total acreage contained within the Parcel owned by him; provided, however, that if the Owner concerned holds a fractional interest in such Parcel, said Owner or his proper representative shall be entitled to cast only the total votes attributable to said Parcel multiplied by such Owner's fractional interest therein. If said meeting occurs prior to the expiration of twenty (20) years after the date on which this Declaration is filed for record in Sweetwater County, Wyoming (but only in such event), Declarants shall be entitled to cast at said meeting that number of votes and/or fractional votes equal to the total acreage contained within the Unconveyed Land multiplied by five (5). At said meeting Declarants and each Owner shall be entitled to cast their respective votes in favor of as many candidates for Committee membership as there are vacancies on the Committee to be filled, and a plurality shall be sufficient for the election of a candidate.

After December 31, 1982 (but only after said date) any member of the Committee may, for cause, be removed from such office by the concurrence of the other two (2) members.

3. Manner of Acting and Records. Until December 31, 1982 the act, concurrence, or determination of all three Committee members shall constitute and shall be necessary to constitute the act or determination of the Committee. After December 31, 1982 the act, concurrence, or determination of any two or more Committee members shall constitute and shall be necessary to constitute the act or determination of the Committee. The foregoing shall be the case whether the act, concurrence, or determination involved occurs at a meeting, without a meeting, at the same time, or at different times. To the extent reasonable and practical the Committee shall maintain records revealing all significant actions taken or determinations made by it. In the event the Committee member who has possession of such records ceases to be a member, such records shall be immediately delivered to a remaining or successor member.

4. Function of Committee. The purpose and function of the Committee shall be to assure that all Improvements located on any Parcel harmonize with existing surroundings and structures and comply with the restrictions and requirements contained in or promulgated pursuant to this Declaration.

5. Development Guidelines. The Committee shall adopt and promulgate (and from time to time as necessary or appropriate

may modify), and shall furnish to any interested party upon request and payment of a reasonable charge therefor copies of, such Development Guidelines as may be reasonably necessary or appropriate, in the judgment of the Committee, to amplify or make more detailed (but not make less restrictive) the restrictions and requirements contained in this Declaration, to advise interested parties of the standards and policies which will be applied in reviewing plans and specifications for proposed construction, and to establish appropriate procedural rules with respect to the submissions of plans and specifications for approval.

6. Submission of Plans. No Improvement to or on a Parcel shall be constructed or accomplished, no excavation, grading, or like work on a Parcel shall be commenced, and no alteration, refurbishing, or repainting of any portion of any Improvement on a Parcel which is visible from any point beyond the boundaries of such Parcel shall be performed, unless and until complete plans and specifications therefor have first been submitted to and approved in writing by the Committee (which approval shall not be unreasonably withheld).

7. Approval Procedure. In determining whether to approve or disapprove plans and specifications submitted to it the Committee shall use its best judgment to assure that all Improvements on the Parcel concerned are of good quality and of sound construction, harmonize with existing surroundings and structures, and comply with the requirements of this Declaration and of the Development Guidelines. The Committee may, however, approve plans and specifications which entail a variance from such requirements so long as in the reasonable judgment of the Committee such variance is necessary, desirable, appropriate, or not disadvantageous. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted; provided, however, that to the extent (but only to the extent) such material contemplates a variance from the requirements of this Declaration or of the Development Guidelines, failure of the Committee to timely take action shall be deemed a disapproval of such material.

8. No Liability for Damages. No member of the Committee shall be held liable for damages by reason of any action, inaction, approval, or disapproval by him or by the Committee which occurs or is taken, given, or refused with respect to any request made pursuant to this Declaration or with respect to any matter arising by reason of or under this Declaration, so long as the action, inaction, approval, or disapproval involved did not occur as a result of malice or lack of good faith on the part of such member.

III. PROHIBITED USES

1. Residential. No Parcel or any portion thereof shall be used, occupied, or possessed for residential purposes which are of a permanent nature and which are not normally associated with hotel or motel operations (other than the dwelling of watchmen

or other persons whose continuous on-site presence is either necessary or customary given the nature of the business being conducted on the Parcel). The foregoing prohibition of residential uses shall not, however, apply to a Parcel or portion thereof if the zoning classification (as provided for by the governmental authority having jurisdiction) applicable to the Parcel or portion thereof concerned is or comes to be such as to contemplate that residential use will be the principal one involved (as distinguished from a zoning classification under which residential usage may be permissible, but only because it is considered a use more restrictive than the one said classification is principally designed to promote).

2. Non-Residential. No Parcel or any portion thereof shall be used, occupied, or possessed for any purpose or business which would directly or indirectly involve or result in any of the following:

- (a) Any public or private nuisance.
- (b) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness.
- (c) Any obnoxious or unpleasant odor.
- (d) Any obnoxious, toxic, caustic, or corrosive fuel or gas.
- (e) Any dust, dirt, or fly ash in excessive or unusual quantities.
- (f) Any explosion, unusual fire, or other damaging or dangerous hazard.
- (g) Any heavy manufacturing, distillation, refining, smelting, or mining operation.
- (h) Any agricultural operation.
- (i) Any trailer court, labor camp, junk yard, stock yard, or animal raising (other than a pet shop).
- (j) Any drilling for or removal of subsurface substances.
- (k) Any dumping, disposal, incineration, or reduction of garbage or refuse.

IV. IMPROVEMENTS

1. Set Back -- Definition. Whenever used in this Article IV or elsewhere in this Declaration the term "set back" as to any line shall mean the minimum distance between the Building or other Improvement concerned and the line involved, and the "set back" as to any street (whether the same be public, private,

dedicated, or otherwise) shall mean the minimum distance between the Building or other Improvement concerned and the nearest line of the street involved.

2. Prosecution of Construction. Once begun, construction of any Improvement shall be diligently prosecuted to completion. Construction of any Improvement shall in all respects be done in accordance with the plans and specifications therefor which were approved by the Committee and in a good and workmanlike manner.

3. Temporary Structures. No temporary Building or other temporary structure shall be placed or permitted on any Parcel, except that trailers or other necessary temporary structures may be placed on a Parcel during the course of, and as an adjunct to, construction thereon of any permanent Improvement. Any such necessary temporary structures shall, however, be located as inconspicuously as reasonably possible and so as to cause no inconvenience to parties owning or occupying adjoining property, and shall be removed no later than thirty (30) days after construction of the Improvements to which such temporary structures are related has been substantially completed.

4. Location of Buildings. Any Building on any Parcel which abuts on any High Image Street shall be set back at least forty (40) feet from such Street, except that: (a) A gasoline service station Building shall be set back at least thirty (30) feet from such Street; and (b) Any Building (or portion thereof) which is no more than twelve (12) feet in height may have a minimum set back of thirty (30) feet from such Street, so long as the width of the Building (or portion thereof) protruding beyond the forty (40) foot set back line otherwise applicable is no more than fifty percent (50%) of the frontage of the Parcel concerned on such High Image Street.

Any Building on any Parcel which abuts on any street other than a High Image Street shall be set back at least twenty (20) feet from such street.

The foregoing minimum set backs from streets (of whatever variety) are intended to create and preserve an attractive setting for Buildings located along the streets involved. It is recognized, however, that complete uniformity of Building set back may not be desirable. Accordingly, the Committee may, in its sole judgment and discretion, approve on an ad hoc basis variations from the foregoing set back requirements in those instances where a less restrictive set back will tend to enhance, rather than detract from, the appearance along a street line. In conjunction with any such approved variation the Committee may also approve corresponding variations from the parking area minimum street set back requirements described in Section 6 below.

Any Building on any Parcel shall be set back at least fifteen (15) feet from each boundary line of such Parcel (other than the boundary line related to the street on which such Parcel abuts). The minimum set back requirement created by the

foregoing sentence (as well as the requirements described in Section 6 below concerning minimum set backs of parking areas from other than streets) may be varied by the Committee on an ad hoc basis, but only with the written concurrence of: (4) Each Owner of any Parcel which may adjoin the Parcel concerned on the boundary line to which the set back variance relates; and (41) Each owner of any other portion of the Entire Tract which may adjoin the Parcel concerned on the boundary line to which the set back variance relates.

5. Obstructions Within Street Set Back Areas. Except for Landscaping, no fence, wall, or other improvement which significantly impairs visibility or view and which is more than three (3) feet in height shall be located within the minimum street set back area applicable to the Building(s) situated on the Parcel concerned.

6. Location of Parking Areas. Any parking area on any Parcel which abuts on any street (of whatever variety) shall be set back at least fifteen (15) feet from such street, except that a parking area incidental to a gasoline service station Building situated on the Parcel concerned shall be set back at least five (5) feet from such street.

Any parking area on any Parcel shall be set back at least five (5) feet from each boundary line of such Parcel (other than the boundary line related to the street on which such Parcel abuts), except that if a parking area extends across a boundary line of such Parcel and is shared by the Owner or Occupant of such Parcel with the owner or occupant of the other property onto which it extends, then the foregoing set back requirement shall not be applicable with respect to the boundary line over which the parking area extends, so long as Landscaping is installed in the vicinity of such boundary line in order to counteract the monotony of the parking area involved.

7. Construction of Parking Areas. Any parking area on any Parcel shall be surfaced with concrete, asphalt, or other hard surface paving material, shall be adequately striped or otherwise marked, shall be graded in such a way as to assure adequate water drainage, and, except in the case of a parking area incidental to a gasoline service station Building, shall be screened from view from any High Image Street by earth mounding and/or Landscaping.

8. Parking Ratios. No vehicles shall be parked on that portion of any public or dedicated street which abuts on a Parcel unless the same is expressly permitted by the governmental authority having jurisdiction. No vehicles shall be parked on that portion of any private or non-public street which abuts on a Parcel. Any areas on streets which, under the foregoing portion of this Section, may be used for parking may not be used

to satisfy the minimum parking ratio requirements described in the balance of this Section 8.

The parking area on a Parcel shall be such as to satisfy the following requirements:

(a) If the Parcel is used for warehouse purposes, there shall be at least one (1) automobile parking space for each 1,000 square feet (or any portion thereof) of gross floor space contained in the Building or Buildings on said Parcel.

(b) If the Parcel is used for industrial purposes, there shall be at least one (1) automobile parking space for each 600 square feet (or portion thereof) of gross floor space contained in the Building or Buildings on said Parcel.

(c) If the Parcel is used for office purposes or for any commercial or other purpose not covered by (a) or (b) above, there shall be at least one (1) automobile parking space for each 200 square feet (or portion thereof) of gross floor space contained in the Building or Buildings on said Parcel.

The Committee may, in its sole judgment and discretion, approve on an ad hoc basis variations from the minimum parking ratio requirements described in the foregoing items (a) through (c).

9. Loading Service and Outside Storage. Each Parcel shall have located thereon such improvements as may be necessary to provide on-site loading facilities sufficient to accommodate the activities occurring on such Parcel. All vehicle movement which is necessary in connection with loading or unloading of commodities, including turn around and maneuvering, shall occur on the Parcel and not in the abutting street. Loading docks, open or outside storage areas, and rubbish and garbage facilities shall be located and screened in such a way as to minimize visibility from streets. Any loading dock facing any street shall be set back at least sixty (60) feet from that street. The screening required by this Section 9 shall consist of earth mounding, landscaping, walls, fences, and/or a combination thereof.

10. Site Grading. The improvements located on each Parcel shall include such drainage system or facility, and the finished grade of each Parcel shall be such, as is necessary to assure that surface water on said Parcel is properly and adequately controlled.

11. Exterior Lighting, Equipment, and Landscaping. Any floodlighting of any Building shall be accomplished only through a light source which is concealed from view. All exterior lighting fixtures (other than those used to light parking areas) shall be of such a type and installed in such a way that the light source is not visible from any street, and concealed light sources shall

be used whenever and wherever reasonably practical. No exterior light fixture or any part of the support therefor shall be more than forty (40) feet above ground level.

Any mechanical equipment located on the exterior of a Building (including roof-mounted equipment) or otherwise visible from the outside of a Building shall be enclosed or screened in such a way as to appear to be an integral part of the architectural design of the Building to which it is attached or related.

All exterior lighting facilities, mechanical equipment, and Landscaping on a Parcel shall be completely installed within ninety (90) days after construction of a Building thereon is substantially complete or as soon thereafter as reasonably possible given weather conditions.

12. Signs. No sign or symbol may be placed or erected anywhere on a Parcel except as an attachment to a Building and in such a way that it is parallel to and as close as practical to a Building wall. No such item shall project above the roof line of the Building. No sign or symbol which moves or flashes shall be installed, and no sign or symbol shall be painted on a Building wall. No billboard or outdoor advertisement shall be placed or erected anywhere on any Parcel.

13. Utilities. Each utility line, connection, or installation shall be located underground and shall rise within the Building or fixture served thereby. Any exterior transformer, meter, or similar apparatus shall be located at approximately ground level and shall be screened in such a way as to minimize visibility from any street.

14. Maintenance. All Buildings, Landscaping, and other improvements situated on a Parcel shall be continuously maintained, and each part of the Parcel shall at all times be kept clean and in good order, by the Owner or Occupant of such Parcel. If the Committee determines that the level of maintenance or orderliness of any Parcel or any of the Improvements thereon is not acceptable, it shall give written notice of such determination either to any Owner or to any Occupant thereof (at the Committee's option). If the state of affairs is not rectified within thirty (30) days after such notice, the Committee may pursue or exercise any available right or remedy and may, if it so elects, itself arrange for the necessary work to be performed. If the Committee so arranges, the cost of such work shall be an expense of and shall be paid by the Owner(s) or Occupant(s) of the Parcel concerned, and all such Owner(s) and Occupant(s) shall be jointly and severally liable therefor. The provisions of this Section 14 concerning the rights available to the Committee in the event a Parcel or the Improvements thereon are not adequately maintained or kept are not intended to exclude any other interested party from obtaining appropriate relief.

V. DECLARANTS' RIGHTS

1. Role of Declarants. Declarants, or one of them, currently are pursuing the development, improvement, and/or disposition for commercial purposes of portions of the Entire Tract

and anticipate that such activities will continue and be ongoing for a substantial period of time. The ability to pursue such development, improvement, and/or disposition is and will be essential for the establishment of all Parcels and of other portions of the Entire Tract as desirable commercial property, and consequently will benefit not only Declarants but also the Owners and Occupants of Parcels.

2. Exception for Declarants. Because of the considerations mentioned in the preceding Section 1, for the twenty (20) years following the date on which this Declaration is filed for record in Sweetwater County, Wyoming, nothing in this Declaration (irrespective of terms appearing elsewhere in this Declaration) shall be construed or shall be enforced or applied in such a way as to prevent Declarants, or either of them, or any of their or its contractors, subcontractors, agents, or employees from accomplishing or pursuing on or with respect to any Parcel or any other portion of the Entire Tract any matter, activity, or work which in Declarants' reasonable judgment is necessary, advisable, or appropriate for the development, improvement, and/or disposition of any portion of the Entire Tract, including, without limitation, the erection of any structures, the use of any signs, the use which is made of any property, or any matter, activity, item, or thing designed or intended directly or indirectly to promote any of the objectives referred to in Section 1 above.

3. No Obligation to Develop. This Declaration is not intended and shall not be construed so as to impose upon Declarants, or either of them, or upon any assignee or successor of Declarants, or either of them, any obligation respecting, or to restrict Declarants, or either of them, or any such assignee or successor in any way with regard to: (i) The creation of or the failure to create any Parcel or Parcels or the imposition of or the failure to impose the terms of this Declaration to the Entire Tract or any portion thereof; (ii) The creation or construction on or with respect to any Parcel or other portion of the Entire Tract of any improvement of whatever kind or character; (iii) The carrying out in any particular way or within any particular time of any development, sales, marketing, or other activities which may be undertaken; or (iv) The taking of any particular action with respect to the Entire Tract, any Parcel, or any other portion of the Entire Tract.

4. Modification of Restrictions as Concerns Particular Parcel. In the Deed whereby Declarants, or either of them, convey fee title to a Parcel to a third party or parties, there may be set forth terms making more or less restrictive, elaborating upon, or otherwise modifying or affecting, as regards the Parcel conveyed, any one or more of the provisions of this Declaration contained in Article III ("Prohibited Uses") or Article IV ("Improvements") hereof. In the event any such terms are set forth in such a Deed, they shall, with respect (but only with respect) to the Parcel conveyed and to the extent (but only to the extent) such terms are inconsistent with the provisions of Article III and/or Article IV hereof, supersede and replace the provisions as to which the inconsistency exists, and as regards the Parcel conveyed (but only as regards such Parcel) the restrictions, requirements, and limitations applicable thereto shall be and

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shall be deemed to be all of the provisions of this Declaration as such provisions are modified and/or expanded by the terms set forth in the Deed whereby Declarants, or either of them, convey fee title to such Parcel to a third party or parties. In the event there are set forth in such a Deed terms such as those contemplated by this Section 4, the portion of the Entire Tract conveyed by such Deed shall nevertheless constitute a Parcel under this Declaration. Such terms shall be deemed to be promulgated pursuant to this Declaration, shall be enforceable in the same manner, by the same parties, and to the same extent as if such terms were contained in this Declaration, shall remain in force and effect for the same period as the provisions of this Declaration, shall terminate upon termination of this Declaration, and may be amended in the same manner as this Declaration may be amended.

5. Limitation on Declarants' Rights. Total Concept Development Corporation and Prudential Service Corporation, the Declarants named herein, and each of them, agree in favor of Willamette Development Corp., an Oregon corporation duly authorized to do business in the State of Wyoming, that they shall not utilize any of the exceptions provided for in Section 2 of this Article V and shall not exercise any right of modification which is provided for in Section 4 of this Article V without first obtaining the written approval of said Willamette Development Corp. (not to be unreasonably withheld).

6. Declarants' Rights Assignable. The rights of Declarants, or either of them, under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment. Total Concept Development Corporation and Prudential Service Corporation, the Declarants named herein, agree, however, that prior to December 31, 1981 they will not assign, transfer, convey, or encumber their rights under this Declaration without first obtaining the written consent of Willamette Development Corp.

7. Agreement to Assign. Total Concept Development Corporation and Prudential Service Corporation, the Declarants named herein, for valuable consideration, agree that on December 31, 1981, they will assign all of their rights and privileges under this Declaration to Willamette Development Corp., unless said Declarants have previously assigned their rights hereunder to a third party in accordance with the foregoing Section 6.

8. Not Exclusive. The provisions of this Article V are not intended to constitute an exhaustive statement of Declarants' rights, and shall not be construed to be in limitation of any other rights which may be accorded to Declarants, or either of them, elsewhere in this Declaration.

VI. MISCELLANEOUS

1. Duration. Unless sooner terminated in accordance with the terms of the following Section 2, this Declaration and all of the provisions hereof shall be and remain in force and effect for the fifty (50) year period following the date on which this Declaration is filed for record in the office of the County Clerk of Sweetwater County, Wyoming.

2. Amendment or Termination. Any instrument purporting to amend or terminate this Declaration or any of the provisions hereof prior to the expiration of twenty (20) years after the date on which this Declaration is filed for record in the office of the County Clerk of Sweetwater County, Wyoming shall

not be effective at the time said instrument comes into existence or at any time thereafter unless said instrument is executed by Declarants. Subject to the provisions of the foregoing sentence and to the provisions of the first Paragraph of the following Section 3, this Declaration may be amended or terminated by, but only by, an instrument filed for record in the office of the County Clerk of Sweetwater County, Wyoming which is executed by Owners (at the time said instrument is so filed for record) who, considered collectively, own at least seventy percent (70%) of the total acreage contained in all Parcels in existence at the time said instrument is so filed for record. If any Owner holds a fractional interest in a Parcel, for purposes of the foregoing sentence said Owner shall be considered to own the total acreage contained in such Parcel multiplied by his fractional interest therein. The consent of any Occupant, Mortgagee, or other holder of an encumbrance on a Parcel or portion thereof, or any party interested in any portion of the Entire Tract other than a Parcel shall not be required to make any amendment or termination of this Declaration effective (subject, however, to the provisions of the first sentence of this Section 2 and to the provisions of the first Paragraph of the following Section 3).

3. Mortgagee Protection. No amendment to (as distinguished from termination of) this Declaration shall in any way affect the rights of any Mortgagee (with respect to the Parcel or portion thereof encumbered by the Mortgage held by such Mortgagee) or of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor obtains title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment through an instrument filed for record in the office of the County Clerk of Sweetwater County, Wyoming.

A breach of any of the provisions, restrictions, or requirements of this Declaration shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage.

4. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarants, each Owner and Occupant, any other party who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the provisions hereof shall also inure to the benefit of each Parcel, each other portion of the Entire Tract, and each party owning or occupying any such other portion. Each Owner or Occupant shall comply with, and all interests in all Parcels shall be subject to, the terms of this Declaration and the provisions of any instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Parcel, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

5. Enforcement. Declarants, or either of them, the Committee, any Owner, any Occupant, any other party interested in a Parcel, and any party interested in any other portion of the Entire Tract shall have the right to enforce, through any appropriate proceeding at law or in equity, the terms, provisions, restrictions, and requirements of this Declaration. Any failure to insist upon the performance of or compliance with any of such terms, provisions, restrictions, and requirements shall not result in or be construed to be an abandonment or termination of the arrangement created by this Declaration or any waiver of the right to insist upon such performance or compliance in the future.

6. Partial Invalidity. The invalidity or unenforceability of any portion of this Declaration or of any portion of any instrument contemplated by this Declaration shall not affect the validity or enforceability of the remainder hereof or thereof, and if any provision of this Declaration or of such other instrument or the application thereof to any party or circumstance should to any extent be invalid, the remainder of this Declaration or

of such other instrument or the application of such provision to parties or circumstances other than those as to which a holding of invalidity is reached shall not be affected thereby, and each provision of this Declaration and of such other instrument shall be valid and enforceable to the fullest extent permitted by law.

7. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders.

8. Effective Date. This Declaration, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Clerk of Sweetwater County, Wyoming.

EXECUTED the day and year first above written.

"Declarants":



TOTAL CONCEPT DEVELOPMENT CORPORATION

By Richard S. Prows
Its President

ATTEST:

E. Vincent Clayton
Title Secretary

PRUDENTIAL SERVICE CORPORATION

By E. Vincent Clayton
Its President

STATE OF UTAH)

COUNTY OF SALT LAKE) ss.

On this 5th day of April, 1976, personally appeared before me RICHARD S. PROWS and E. VINCENT CLAYTON, who being by me duly sworn, did say that they are the PRESIDENT and SECRETARY respectively, of TOTAL CONCEPT DEVELOPMENT CORPORATION, a Utah corporation, and that the foregoing Declaration of Protective Covenants and Restrictions Concerning Commercial Property was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said RICHARD S. PROWS and E. VINCENT CLAYTON acknowledged to me that said corporation executed the same.

My Commission Expires:

Sept. 16, 1978

Notary Public
Residing at: Salt Lake City, Utah

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STATE OF UTAH
COUNTY OF SALT LAKE

} ss.
}

On this 5th day of April, 1976, personally appeared before me H. M. CALVERT and STEPHEN P. TERRY, who being by me duly sworn, did say that they are the PRESIDENT and VICE PRESIDENT, respectively, of PRUDENTIAL SERVICE CORPORATION, a Utah corporation, and that the foregoing Declaration of Protective Covenants and Restrictions Concerning Commercial Property was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said H. M. CALVERT and STEPHEN P. TERRY acknowledged to me that said corporation executed the same.



H. M. Calvert
Notary Public
Residing at: Salt Lake City, Utah

EXHIBIT "A"
TO
DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
CONCERNING COMMERCIAL PROPERTY

The "Entire Tract" referred to in said Declaration consists of the following-described land situated in Sweetwater County, State of Wyoming:

A piece, parcel or tract of land lying in the South Half of Section 33, Township 19 North, Range 105 West and in the Northwest Quarter of the Northwest Quarter of Section 4, Township 18 North, Range 105 West, both of the 6th P.M., Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at a point that lies North 73°24'41" East a distance of 1,375.57 feet from the southwest corner of said Section 33; thence from the point of beginning, North 64°06'45" East a distance of 1,581.87 feet along the northerly I-80 right-of-way line; thence continuing along said northerly I-80 right-of-way line, North 27°33'51" East a distance of 1,055.65 feet; thence North 89°22'42" West a distance of 434.04 feet to a point on a curve to the left whose radius is 378.95 feet and whose tangent at said point has a bearing of North 89°22'42" West; thence along said curve to the left a distance of 239.98 feet through a central angle of 36°17'00"; thence North 35°39'42" West a distance of 100 feet; thence South 54°20'18" West a distance of 2,736.49 feet; thence South 39°06'45" West a distance of 305.74 feet; thence South 58°06'45" West a distance of 119.33 feet; thence along the west line of said Section 33, South 2°01'47" East a distance of 138.58 feet to the southwest corner of said Section 33; thence along the west line of said Section 4, South 0°49'09" East a distance of 300.59 feet to a point on said west line; thence North 64°06'45" West a distance of 1,276.06 feet along the north right-of-way of Highway I-80; thence continuing along said I-80 right-of-way, North 25°53'15" West a distance of 50 feet; thence continuing along said I-80 right-of-way, North 64°06'45" West a distance of 208.79 feet to the point of beginning; and

A piece, parcel or tract of land lying in the East Half of Section 33, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at a point on the east section line of said Section 33, which lies South $0^{\circ}06'58''$ West a distance of 1,203.6 feet from the north-east corner of said Section 33; thence South $46^{\circ}33'13''$ West a distance of 571.61 feet along the southerly right of way line of the School District No. 1 Access Road; thence continuing along the said southerly right of way line, South $54^{\circ}20'18''$ West a distance of 594.29 feet; thence South $34^{\circ}36'27''$ East a distance of 25.0 feet; thence South $54^{\circ}20'18''$ West a distance of 1,416.26 feet to a point on a circular curve to the left whose radius is 200.00 feet and whose tangent at said point has a bearing of South $48^{\circ}04'36''$ West; thence along said curve to the left in a southwesterly direction a distance of 360.02 feet through a central angle of $103^{\circ}08'15''$ to a point on the northerly I-80 right of way; thence North $27^{\circ}33'51''$ East along said northerly I-80 right of way line a distance of 68.0 feet; thence South $67^{\circ}27'30''$ East along said northerly I-80 right of way line a distance of 807.85 feet to a point on a curve to the left whose radius is 5,529.86 feet and whose tangent at said point has a bearing of South $52^{\circ}16'13''$ West; said curve also being along the northerly I-80 right of way line; thence continuing said curve to the left a distance of 1,226.24 feet through a central angle of $12^{\circ}42'19''$ to a point on said curve; thence along said curve to the left in a northeasterly direction, a distance of 602.01 feet through a central angle of $6^{\circ}14'15''$ to a point on the east section line of said Section 33; thence North $0^{\circ}06'58''$ East along said east section line a distance of 812.02 feet to the point of beginning; and

A piece, parcel or tract of land lying in the South Half of Section 33, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at a point that lies on the center-line of said Section 33, South $1^{\circ}01'28''$ East a distance of 2,953.99 feet from the north quarter corner of said Section 33; thence North $55^{\circ}23'33''$ East a distance of 562.68 feet; thence South $35^{\circ}39'42''$ East a distance of 333.33 feet to a point on a curve to the left whose radius is 200.0 feet and whose tangent at said point

has a bearing of South $48^{\circ}04'36''$ West; thence along said curve to the left in a southwesterly direction a distance of 360.02 feet through a central angle of $103^{\circ}08'15''$; thence along the North right of way line of I-80, South $27^{\circ}33'51''$ West a distance of 89.0 feet; thence North $89^{\circ}22'42''$ West a distance of 434.04 feet to a point on a curve to the left whose radius is 378.95 feet and whose tangent at said point has a bearing of North $89^{\circ}22'42''$ West; thence along said curve to the left in a southwesterly direction, a distance of 239.98 feet through a central angle of $36^{\circ}17'00''$; thence North $35^{\circ}39'42''$ West a distance of 100.0 feet; thence North $54^{\circ}20'18''$ East a distance of 8.12 feet to a point on a curve to the left whose radius is 379.04 feet and whose tangent at said point has a bearing of North $54^{\circ}20'18''$ East; thence along said curve to the left in a northeasterly direction a distance of 111.45 feet through a central angle of $16^{\circ}50'46''$; thence North $1^{\circ}01'28''$ West a distance of 246.04 feet to the point of beginning.

Excepting therefrom that portion lying north of the north right of way line of Foothill Drive.

EXHIBIT "A"

A parcel of land being all of the East Half (E $\frac{1}{2}$) of Section 33, Township 19 North, Range 105 West of the Sixth Principal Meridian, in the County of Sweetwater, State of Wyoming, lying northerly and westerly of the northwesterly right of way line of Interstate Highway I-80.

Containing an area of 199.55 acres, more or less.

Also, a parcel of land being a portion of the West Half (W $\frac{1}{2}$) of Section 33, Township 19 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, State of Wyoming, more particularly described as follows:

Beginning at the southwest corner of said Section 33;

thence northerly along the west line of said Section 33, a distance of 844.40 feet;

thence North 57 degrees 22 minutes 09 seconds East, a distance of 2,847.91 feet;

thence North 22 degrees 21 minutes 48 seconds East, a distance of 563.56 feet, more or less, to a point on the north-south center line of said Section 33;

thence southerly along said north-south center line of said Section 33, a distance of 1,872.28 feet, more or less, to a point on the northwesterly right of way line of Interstate Highway I-80;

thence along said northerly right of way line, the following distances:

thence southwesterly a distance of 1,650.0 feet, more or less;

thence southeasterly, at right angles from the last described line, a distance of 55.0 feet;

thence southwesterly at right angles from the last described line, a distance of 598.22 feet to the point of intersection of the northwesterly right of way line of Interstate Highway I-80 and the south line of said Section 33;

thence westerly along said south line of Section 33, a distance of 618.86 feet to the point of beginning.

Containing an area of 78.24 acres, more or less.

Containing a gross area of 277.79 acres, more or less.

EXHIBIT B

A parcel of land situate in the Northwest Quarter, Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 4, Township 18 North, Range 105 West of the Sixth Principal Meridian, in the County of Sweetwater, State of Wyoming, more particularly described as follows:

Beginning at the northwest corner of said Section 4;

thence easterly along the north line of said Section 4, a distance of 663.90 feet to a point on the northwesterly right of way line of Interstate Highway I-80;

thence southwesterly along said northwesterly right of way line of Interstate Highway I-80, a distance of 611.20 feet;

thence northwesterly at right angles to the last described line, a distance of 65.0 feet;

thence southwesterly at right angles to the last described line, a distance of 86.6 feet to the west line of said Section 4;

thence northerly along said west line of Section 4, a distance of 255.30 feet, more or less, to the point of beginning.

Containing an area of 2.32 acres, more or less.

EXHIBIT C
DEVELOPMENT AREAS

Parcel 1:

A parcel of land situate in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 33, more particularly described as follows:

Commencing at the northwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 33;

thence southerly along the north-south center line of said Section a distance of 50 feet;

thence easterly at right angles to the last described line, a distance of 50 feet to the TRUE POINT OF BEGINNING;

thence southerly along a line parallel with said north-south center line of Section 33 a distance of 300 feet;

thence easterly at right angles to the last described line, a distance of 300 feet;

thence northerly at right angles to the last described line, a distance of 300 feet;

thence westerly, a distance of 300 feet to the TRUE POINT OF BEGINNING.

Containing an area of 2.06 acres, more or less.

Parcel 2:

A parcel of land situate in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 33, more particularly described as follows:

Commencing at the north quarter of said Section 33;

thence easterly along the northerly line of said section a distance of 50 feet;

thence southerly parallel with the north-south center line of said Section 33 a distance of 50 feet to the TRUE POINT OF BEGINNING;

EXHIBIT C

DEVELOPMENT AREAS

thence easterly parallel with said northerly line of Section 33 a distance of 300 feet;

thence southerly at right angles to the last described line a distance of 300 feet;

thence westerly at right angles to the last described line a distance of 300 feet;

thence northerly a distance of 300 feet to the TRUE POINT OF BEGINNING.

Containing an area of 2.06 acres, more or less.

Parcel 3:

A parcel of land situate in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 33, more particularly described as follows:

Commencing at the northeast corner of said Section 33;

thence southerly along the easterly line of said Section 33, a distance of 550 feet;

thence westerly parallel with the northerly line of said Section 33, a distance of 50 feet to the TRUE POINT OF BEGINNING;

thence southerly parallel with said easterly line of Section 33 a distance of 300 feet;

thence westerly at right angles to the last described line a distance of 300 feet;

thence northerly at right angles to the last described line a distance of 300 feet;

thence easterly to the TRUE POINT OF BEGINNING.

Containing an area of 2.06 acres, more or less.

EXHIBIT D

1. That certain deed dated October 19, 1954, from Union Pacific Railroad Company to Pioneer Pipe Line Company, a corporation of the State of Delaware, identified in the records of the Railroad Company as C.D. No. 38876-1, wherein Union Pacific Railroad Company granted to Pioneer Pipe Line Company a perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction and use of an 8-inch steel pipe line for the transportation of petroleum and its products along, upon and under a portion of the land described in Exhibit A.
2. That certain deed dated January 19, 1932, from Union Pacific Railroad Company to American Telephone and Telegraph Company of Wyoming, a corporation of the State of Wyoming, identified in the records of the Railroad Company as C.D. No. 18769, wherein Union Pacific Railroad Company granted to American Telephone and Telegraph Company of Wyoming a perpetual easement for the construction, operation, maintenance and reconstruction of lines of telephone and telegraph, on a certain portion of the land described in Exhibit A.
3. That certain deed dated February 28, 1963, from Union Pacific Railroad Company to American Telephone and Telegraph Company, a corporation of the State of New York, identified in the records of the Railroad Company as C.D. No. 18769-2, wherein Union Pacific Railroad Company granted to American Telephone and Telegraph Company a perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction and use of a telephone and telegraph pole and wire line, with the necessary appurtenances thereto, upon and along a certain portion of the land described in Exhibit A.
4. That certain deed, dated March 14, 1940, from Union Pacific Railroad Company to American Telephone and Telegraph Company, identified in the records of the Railroad Company as C. D. No. 18769-F, whereby the Railroad Company granted to American Telephone and Telegraph Company a perpetual easement for the construction, maintenance, operation and reconstruction of telephone and telegraph lines across a portion of the land described in Exhibit A.
5. That certain deed dated April 4, 1945, from Union Pacific Railroad Company to Southern Wyoming Utilities Company, identified in the records of the Railroad Company as C.D. No. 29321-2, whereby the Railroad Company granted Southern Wyoming Utilities Company a perpetual easement for the construction, operation, maintenance, repair, renewal and reconstruction of an electric power pole and wire line with

EXHIBIT D

with necessary appurtenances thereto upon and along a portion of the land described in Exhibit A.

6. That certain deed dated December 7, 1954 from Union Pacific Railroad Company to Mountain Fuel Supply Company, a corporation of the State of Utah, identified in the records of the Railroad Company as C.D. No. 17206-2, whereby the Railroad Company granted Mountain Fuel Supply Company a perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction and use of a gas pipe line and a telephone pole and wire line upon, along and under a portion of the land described in Exhibit A.
7. That certain deed dated December 27, 1956, from Union Pacific Railroad Company to Sweetwater Television Company, a corporation of the State of Wyoming, identified in the records of the Railroad Company as C.D. No. 42377-2, Deed No. 6098, wherein Union Pacific Railroad Company granted to Sweetwater Television Company a perpetual easement for a right of way for the construction, operation, maintenance, repair, renewal, reconstruction and use of an electric power pole and wire line and a coaxial television cable attached to the poles of said electric power pole and wire line, with necessary appurtenances thereto, upon and along a portion of the land described in Exhibit A.
8. That certain deed dated March 14, 1963, from Union Pacific Railroad Company to Pacific Power and Light Company, a corporation of the State of Maine, identified in the records of the Railroad Company as C. D. No. 45554-10, wherein Union Pacific Railroad Company granted to Pacific Power and Light Company a perpetual easement for a right of way for the construction, operation, maintenance, repair, renewal, reconstruction, and use of an electric power pole and wire line, with necessary appurtenances thereto, upon and along a portion of the land described in Exhibits A and B.
9. That certain deed dated August 13, 1964, from Union Pacific Railroad Company to State Highway Commission of Wyoming, identified in the records of the Railroad Company as C. D. No. 46361-1, wherein Union Pacific Railroad Company quitclaimed to the State Highway Commission of Wyoming a portion of the land described in Exhibit A.
10. That certain Agreement dated July 11, 1966, between Union Pacific Railroad Company and Pacific Power and Light Company, a corporation of the State of Maine, identified in the records of the Railroad Company as C. D. No. 43990-10, wherein Union Pacific Railroad Company granted to Pacific

EXHIBIT D

Power and Light Company a license to construct, maintain and operate an overhead power wire line with poles on and along a portion of the land described in Exhibits A and B.

11. That certain deed and agreement dated March 28, 1972, between Union Pacific Land Resources Corporation and County of Sweetwater, State of Wyoming, identified in the records of Union Pacific Land Resources Corporation as C.D. No. 74-2, whereby Union Pacific Land Resources Corporation granted to County of Sweetwater, State of Wyoming, a perpetual easement over and across a portion of the land described in Exhibit A solely for public roadway purposes.
12. That certain deed dated November 30, 1971, from Union Pacific Land Resources Corporation to Mountain Fuel Supply Company, a corporation of the State of Utah, identified in the records of Union Pacific Land Resources Corporation as C.D. NO. 56-3, whereby Union Pacific Land Resources Corporation granted to Mountain Fuel Supply Company a perpetual easement for the construction, operation, maintenance, repair, renewal, relocation, reconstruction and use of a 2-inch gas pipe line along, upon and under the surface of a portion of the land described in Exhibit A.
13. That certain deed dated June 21, 1973, from Union Pacific Land Resources Corporation to Amoco Pipeline Company, a corporation of the State of Maine, identified in the records of Union Pacific Land Resources Corporation as UIC Law Department Document No. 1-480, whereby Union Pacific Land Resources Corporation granted to Amoco Pipeline Company a perpetual easement for the construction, operation, maintenance, repair, renewal, relocation, reconstruction and use of an eight inch (8") pipe line upon, along and under the surface of a portion of the land described in Exhibit A.