RECORDED MARCH 10, 1997 BK 385 PG 55 NO 250248 RONALD L. DAILEY, COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NORTH RIM RANCHETTES

Sheridan, Wyoming

THIS DECLARATION made this 3, day of March, 1997, by Neltje, President, and James L. Jellis, Vice President, of John E. Rice & Sons Inc., dba Wrench Ranch hereinafter referred to as Declarants.

WITNESSETH:

WHEREAS, Declarants are owners of certain real property in Sheridan, Wyoming, which is more particularly described in Exhibit A appended hereto and made a part hereof.

NOW, THEREFORE, Declarants hereby declare that all of the properties described in Exhibit A shall be held, transferred, sold conveyed or contracted to be conveyed by Declarants subject to conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as "covenants"). Each and every covenant is for the benefit of North Rim Ranchettes and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property and each and every parcel of land therein. These covenants shall be binding on all owners of land in those properties identified in Exhibit A and referred to hereafter as "North Rim Ranchettes" and their successors in interest, regardless of how that interest is acquired. This includes but is not limited to, adverse possessors, lessees and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of North Rim Ranchettes.

It is the intention of the Declarants that the lands located in North Rim Ranchettes shall be developed and maintained as a highly desirable residential and incidental agricultural area. The purpose of the following covenants is that the present natural beauty, growth, native setting and surroundings shall always be protected in conjunction with the uses and structures permitted by these declarations and covenants.

ARTICLE I

Use and Other Restrictions

(1) No more than one residence is permitted to be constructed on any tract.

(2) All tracts shall be used for residential and family recreational purposes. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with the lands in North Rim Ranchettes, except the lands of North Rim Ranchettes may be used for home occupations and incidental agricultural use. A home occupation use is a use (1) clearly incidental to or secondary to the residential use of the dwelling on the property; (2) carried on within the dwelling by one or more occupants of the dwelling and does not employ anyone not residing in the dwelling; (3) does not display or create outside the dwelling and exterior evidence of the operation of the home occupation; and (4) does not involve the operation of a store, the sale of merchandise, the keeping of stock in trade, or the presence or visitations of clients and/or customers; (5) create any noise. Incidental agricultural use shall be subject to restrictions identified elsewhere in these covenants.

(3) All buildings constructed on any tract shall be within a building envelope as identified at the time the tract is initially purchased and shall be a detached single family dwellings and other outbuildings that may be approved by the Board of Directors. A single family residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of open porches, terraces and garages of 1,200 square feet. Two story structures shall be permitted with a ground floor area devoted to living purposes, exclusive of open porches, terraces and garages of 1,000 square feet. No building shall be more than two stories tall.

The building envelope shall be identified by the Declarants or their successor Board of Directors at the time each tract of land is sold and as part of the contract to purchase. The location of the building envelope shall prevent any building or structure from extending above the horizon or any ridgetop. The Declarants or their successor Board of Directors shall have final approval of the site location of any structure.

(4) Only new construction shall be permitted for all buildings, sheds, residences or other structures in North Rim Ranchettes, and such construction shall be of good quality and appearance and the exterior design shall harmonize with existing structures and native setting of the area as

approved by the Board of Directors. Architectural drawings and/or plans shall be submitted to the Board of Directors for approval for all construction, additions and modifications of any structure, building or fence.

(5) Modular homes, double-wide or triple-wide mobile homes meeting HUD and UBC requirements shall be allowed on any tract in the subdivision. The Board of Directors having final approval on all manufactured housing.

(6) No structure on any tract may be inhabited until it has been completely enclosed, substantially completed, and utilities and sanitary facilities have been installed. Exterior construction shall be completed within 180 days of commencement of construction.

(7) No structure of a temporary character, including a mobile home not approved by Board of Directors, trailer, basement, tent, garage, barn or other building shall be built or moved onto any tract at any time and used as residence or other building either temporarily or permanently, with the sole exception of a temporary contractor's shed and/or trailer and temporary sanitary facilities may be erected and used during the 180 day period of construction. However, recreational vehicles owned by the landowner may be stored on the premises provided compliance with the subsequent paragraph is met.

(8) No junk, inoperable or unlicensed automobiles, mechanized vehicles of any type, trailer, boat, camper or other type vehicle, farm machinery or stock trailers shall be situated or parked on any tract in North Rim Ranchettes for more than seven (7) consecutive days, nor more than twenty-eight (28) days within any calendar year unless such vehicle, equipment or implement is completely screened from view.

(9) No tract within North Rim Ranchettes shall be split or resubdivided as restricted on the deed of each tract, provided that nothing herein shall preclude a purchaser from buying one or more tracts.

(10) Residences, buildings, fences, walls, exterior lighting facilities, domestic water or waste water disposal systems or other structures may be constructed, replaced or altered on any tract within North Rim Ranchettes only after the plans and specifications showing the location of the structure and the plans and specifications for construction or alteration have been approved by the Board of Directors as to the quality of workmanship and materials, harmony of colors to blend with the surrounding area and harmony of external design with the existing structures and/or location with respect to topography, finished grade, elevation and compliance with the covenants

herein. Specifically disallowing bright, shiny external finish.

(11) Exterior finish shall be of wood, stone, brick, metal, vinyl or other materials as determined by the Board of Directors and painted surfaces shall be of earthtones. Stucco or similar type materials shall be allowed. Sofit, facia and trim may be of other materials as determined by the Board of Directors.

(12) All chimneys, flues, fireplaces, including outdoor fireplaces or facility of any type, designed to contain a fire must be installed with a spark retarding screen designed to contain sparks that may cause fire outside its confines.

(13) Roofs shall be dark in color and be of T-lock asphalt shingles, cedar shakes, metal, cement or other such material as may be approved of by the Board of Directors.

(14) No building material shall be visibly stored on any tract for a period of longer than thirty (30) days once construction is completed. The storage of construction materials prior to commencement of construction shall initiate the 180 day period of construction set forth in paragraph (7) above.

(15) All areas disturbed by construction shall be returned to natural conditions and replanted within one growing season with suitable ground cover.

(16) All lands, buildings and structures shall always be maintained and kept in good repair.

(17) No parking shall be allowed within the boundaries of any road right of ways.

(18) Gasoline or other type of fuel storage, except propane, shall be require approval by the Board of Directors. Propane tanks shall be screened from view.

(19) Necessary buildings, corrals, water facilities and other structures for the purpose of keeping livestock shall be permitted on any tract. Corrals shall be kept free of weeds and shall be cleaned of manure on a regular basis so not to create offensive odors.

(20) No portion of North Rim Ranchettes shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to he housed within enclosures and all containers shall be secure against spilling and shall be removed to a public land fill at time of disposal. The burning of garbage or trash in incinerators or by any other means is prohibited.

(21) Homeowners shall be required to take all measures necessary to eliminate noxious

weeds at their own expense. The definition of a noxious weed shall be that defined by the Sheridan County Weed and Pest Control, and/or the Board of Directors.

(22) No obnoxious or offensive activities shall be carried on within North Rim Ranchettes or upon any tract at any time, nor shall anything be done which may constitute an annoyance or nuisance to an other owner within North Rim Ranchettes. The Board of Directors shall determine whether any use is an annoyance or nuisance.

(23) Since it is the desire to retain North Rim Ranchettes in as near its natural state as possible and to maintain peace an quiet in the area, there shall be no hunting or reckless discharge of firearms or fireworks.

(24) No birds, dogs, cats, pets, poultry, rabbits, llamas, animals or livestock of any type shall be raised, bred, or kept for any commercial purpose on any tract. Goats, swine, donkeys, ostrich, emu, poultry, rabbits and feedlots are expressly forbidden and none shall be kept at any time on any tract for any purpose. Sheep shall be allowed for 4-H or FFA projects only.

(25) Owners of land in North Rim Ranchettes shall follow proper land management procedures limiting animal units to prevent overgrazing or erosion of the land in North Rim Ranchettes. All owners of land shall keep their property from unsightly conditions through grazing and/or mowing. The Board of Directors shall have exclusive right to determine when overgrazing or erosion is threatened by the acts of the property owners.

(26) Any dog, cat or other pet which may be kept shall not become a nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling or in an approved enclosure unless under the direct and immediate control of the owner.

(27) All motorcycles and motorcycle type of transportation, including but not limited to motorbikes, trail bikes, any all terrain vehicles, as well as all snow machines, recreational vehicles, trucks, pick-ups, automobiles and vehicles of any kind shall comply with legal licensing requirements both as to the vehicle and the driver or operator thereof, shall comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to ownership, licensing, operation and use of the foregoing means of transportation, whether on public roads or on individually owned tracts. No race tracks, racing, or trails shall be allowed due to dust, erosion and scarring of the land.

(28) Motorcycles, all-terrain and similar type vehicles, motorbikes, trail bikes and

snowmachines and snow vehicles of any and all types shall be strictly prohibited from being operated in any unsafe, noisy or offensive manner on or in North Rim Ranchettes. In addition, all vehicles of any kind shall be operated at a noise level which are at least as quiet as factory noise level.

(29) Any and all wells drilled on the property shall be used for domestic, stock water and irrigation. Sale of water for profit shall be prohibited.

(30) All sewer systems shall be approved by the Board of Directors prior to construction and must comply with Public Health Standards. All sewer systems construction shall be properly inspected and licensed by the County of Sheridan.

(31) In the event public water or public sewer facilities are extended to North Rim Ranchettes, the owner of any tract having a dwelling already constructed, under construction or at such a time construction should begin shall hook on to the public water or public sewer system at their own expense.

(32) Any multiple tract private water or sewer system shall be maintained and paid by those owners using said system.

(33) In the event that the Board of Directors deems it necessary to install a community water or sewer system, due to poor percolation of soil, lack of availability of water or any other reason, it may do so with the approval of the County of Sheridan and any other applicable entity. The cost of the installation shall be borne by the tract owners utilizing the system and assessed on an equal pro-rata basis to each tract owner. Maintenance shall be paid by those owners using said system.

(34) All costs incurred for maintenance, repair or improvement of roads in North Rim Ranchettes shall be shared by the tract owners on an equal pro-rata basis, or upon a ratio to be agreed upon by the Board of Directors. Such costs shall be assessed against the tract owners. Failure to pay such assessment shall entitle the Board of Directors to encumber the tract of land which is unpaid by way of lien on the said tract as provided elsewhere in these covenants.

(35) The Board of Directors shall determine the type of construction, location, construction materials and construction specifications for the roads or private drives and ditch or swale crossing devices for all tracts.

(36) No television or other communication towers or structures including satellite dishes

not to exceed four (4) feet in diameter shall not be placed on any tract. Any such tower or structure that exceeds three (3) feet above the building roof line shall be first approved by the Board of Directors.

(37) No outside illumination equipment, fixtures or yard lights which will be detached from the residence, garage or other building shall be constructed unless attached to a post or pole as approved by the Board of Directors and are not offensive to the neighboring tracts.

(38) Excavation for stone, gravel or earth on any tract is prohibited with the exception of development construction for roads and other development improvements. Such excavation shall be allowed only during the development construction period. Unused materials shall be removed when construction is completed.

(39) John E. Rice & Sons, Inc., DBA Wrench Ranch shall use all unsold lots for grazing until such time as they are conveyed to the new owner.

(40) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for sale or conveyance of a tract. Such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

ARTICLE II

Board of Directors

(1) The Board of Directors shall consist of the Declarants and an Architect selected by the Declarants until such time seventy-five per cent (75%) of the tracts within North Rim Ranchettes have been sold at which time the owners of said tracts shall elect three (3) members to replace the Board. These members to serve one (1) year terms with elections to be held annually following the date of the first election. Upon the death or resignation of any tract owner on the Board, the remaining members of the Board shall have the authority to designate a successor from the tract owners who shall remain on the Board until the next election.

(2) Elections to Board of Directors shall be held at the annual meeting. Notice of the meeting shall be mailed to all property owners within North Rim Ranchettes at the address given to the Board secretary.

(3) At a meeting, each single-family tract shall have one vote.

(4) The members of the Board shall elect a chairman who may also serve as secretary unless another member shall designated as such. In any event, the secretary shall keep a minute record of all proceedings and actions taken by the Board and shall be responsible for all correspondence. Meetings of the Board may be called at any time by the chairman as required to transact any business, and the Board may formulate its own rules and regulations for the calling of such meetings and conduct of its business. Upon the purchase of a tract, the purchaser shall be provided with the names of the members of the Board of Directors.

(5) Prior to construction on private lands or any other matter designated for approval by the Board of Directors, the owner of said private lands or the person contemplating such construction must submit preliminary plans and specifications to the Board of Directors, which plans and specifications shall include the following: (a) finished grades; (b) finished floor elevations; (c) floor plans; (d) roof plans; (e) site location plat; (f) all four exterior elevations; (g) and exterior colors. Within thirty (30) days after receiving the plans and specifications for such construction or other matter, the Board shall either approve or disapprove the plans and specifications which approval or disapproval shall be in writing. In the event the Board fails to approve or disapprove within such period of time after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with. If the plans shall be rejected because of noncompliance with the covenants and restrictions, the reason therefore shall be stated. The person submitting the plans shall have the right to make application to the Board for review of its decision and may request a variance from the restrictions. In the event the Board approves preliminary plans and specification, prior to construction, final plans and specification shall be submitted to the Board in complete and detailed form, to assure conformance with the approved preliminary plans and specifications.

ARTICLE III

Assessment

(1) Regular Assessments. The owner of any tract or tracts shall be obligated to pay unto the Board of Directors the overhead assessment for maintenance, snow removal and repair of

roads. The assessment shall be determined by dividing the costs equally between the owners of each tract. Assessments are made against each tract entitled to vote unless another assessment plan is approved by the Board for a specific assessment.

(2) The Board of Directors shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when and how assessments shall be paid to the Board and each tract owner shall be required to comply with any such determination.

(3) Time for payments. The amount of any assessment, or any other amount payable with respect to any tract shall become due and payable thirty (30) days after notice from the Board of Directors to such tract owner, or at such later time as may be specified by the Board. Any amount shall bear interest at the rate of eighteen (18) per cent per annum from the date due and payable.

(4) The Board shall have a lien against each tract in order to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in a manner of foreclosures of real estate mortgages in the State of Wyoming.

ARTICLE IV

General Provisions

(1) Enforcement. Declarants and its successor Board of Directors shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein, and allocate and assess the costs for improvement, maintenance and repair of the common areas. Upon the violations of any covenant, or upon the failure to pay any assessments, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarants or its successor Board of Directors, may re-enter and take possession of the violator's premises and/or correct the violation and charge all costs of such correction to the Owner. In addition, damages may be assessed against the violator at the rate of $25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, foreclose, perfect a lien, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the

other penalties provided herein or which may be assessed by the Court, shall be liable for all reasonable attorney's fees and costs incurred by Declarants or its successor Board of Directors in bringing such action.

(2) Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way effect any other provisions which shall remain in full force and effect.

(3) Amendment and Duration. The covenants and restrictions of this Declaration shall run with, and be binding upon, the land for a term of twenty (20) years from the date of this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by the owners of not less than seventy-five per cent (75%) of the total tracts within the North Rim Ranchettes, and all such amendments shall be recorded in the office of the County Clerk of Sheridan County, Wyoming.

(4) Successors and Assigns. These covenants shall be binding upon and shall inure to the benefit of the Board and each owner, and the heirs, personal representatives, successors and assigns of each of them.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Protective Covenants for North Rim Ranchettes this 3 day of March, 1997.

Declarants
John E. Rice & Sons Inc., DBA Wrench Ranch

By: _____
President

By: _____
Vice-President

Attest:

Carla J Ash

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 3 day of March, 199 7, by Neltje, President, and James L. Jellis, Vice President, of John E. Rice & Sons, Inc., dba Wrench Ranch.

WITNESS my hand and Official Seal.

My commission expires: Nov 24, 1997

Notary Public

JOHN G. FENN - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Nov. 24, 1997

LEGAL DESCRIPTION FOR NORTH RIM RANCHETTES

A TRACT OF LAND SITUATED IN THE S1/2 OF SECTION 26, A PORTION OF THE S1/2S1/2 OF SECTION 27 LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO.338, THAT PORTION OF THE N1/2, NE1/4SE1/4 OF SECTION 34 LYING EASTERLY OF SAID EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO.338, AND NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF THE BEATTY GULCH COUNTY ROAD (NO. 1231), THE N1/2, AND THAT PORTION OF THE N1/2S1/2 OF SECTION 35 LYING NORTHERLY OF SAID NORTHERLY RIGHT OF WAY LINE OF BEATTY GULCH COUNTY ROAD (NO. 1231), TOWNSHIP 57 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE S00°57'13"E, 2593.98 FEET ALONG THE EAST LINE OF SAID SECTION 35 TO A POINT, SAID POINT BEING THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE S00°44'20"E, 567.45 FEET ALONG SAID EAST LINE TO A POINT, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF THE BEATTY GULCH COUNTY ROAD (NO. 1231); THENCE S85°31'34"W, 161.26 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.44 FEET, A CENTRAL ANGLE OF 28°48'00", AN ARC LENGTH OF 115.83 FEET, A CHORD BEARING OF N80°04'26"W, AND A CHORD LENGTH OF 114.61 FEET TO A POINT; THENCE N65°40'26"W, 254.27 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 290.44 FEET, A CENTRAL ANGLE OF 22°27'56", AN ARC LENGTH OF 113.88 FEET, A CHORD BEARING OF N76°54'24"W, AND A CHORD LENGTH OF 113.15 FEET TO A POINT; THENCE N88°08'23"W, 238.28 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.44 FEET, A CENTRAL ANGLE OF 26°47'18", AN ARC LENGTH OF 107.74 FEET, A CHORD BEARING OF N74°44'44"W, AND A CHORD LENGTH OF 106.78 FEET TO A POINT; THENCE N61°21'05"W, 72.39 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 550.87 FEET, A CENTRAL ANGLE OF 50°15'08", AN ARC LENGTH OF 483.15 FEET, A CHORD BEARING OF N86°28'39"W, AND A CHORD LENGTH OF 467.81 FEET TO A POINT; THENCE S68°23'47"W, 152.54 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1879.86 FEET, A CENTRAL ANGLE OF 17°58'44", AN ARC LENGTH OF 589.89 FEET, A CHORD BEARING OF S77°23'09"W, AND A CHORD LENGTH OF 587.47 FEET TO A POINT; THENCE S86°22'31"W, 2300.58 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE S84°45'13"W, 458.42 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 21°00'48", AN ARC LENGTH OF 80.68 FEET, A CHORD BEARING OF N86°44'24"W, AND A CHORD LENGTH OF 80.23 FEET TO A POINT; THENCE N74°14'01"W, 669.19 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 226.20 FEET, A CENTRAL ANGLE OF 18°35'10", AN ARC LENGTH OF 74.03 FEET, A CHORD BEARING OF N64°56'26"W, AND A CHORD LENGTH OF 73.70 FEET TO A POINT; THENCE N55°38'51"W, 553.47 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 20°23'07", AN ARC LENGTH OF 78.27 FEET, A CHORD BEARING OF N45°27'18"W, AND A CHORD LENGTH OF 77.86 FEET TO A POINT; THENCE N35°15'44"W, 62.23 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 550.87 FEET, A CENTRAL ANGLE OF 55°58'30", AN ARC LENGTH OF 538.17 FEET, A CHORD BEARING OF N63°14'59"W, AND A CHORD LENGTH OF 517.02 FEET TO A POINT; THENCE S88°45'45"W, 462.98 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 67°58'19", AN ARC LENGTH OF 260.87 FEET, A CHORD BEARING OF N57°16'05"W, AND A CHORD LENGTH OF 245.85 FEET TO A POINT; THENCE N23°17'56"W, 105.43 FEET ALONG SAID NORTHERLY RIGHT OF WAY TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 550.87 FEET, A CENTRAL ANGLE OF 17°28'00", AN ARC LENGTH OF 167.93 FEET, A CHORD BEARING OF N32°01'56"W, AND A CHORD LENGTH OF 167.28 FEET TO A POINT; THENCE N40°45'56"W, 278.30 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 550.87 FEET, A CENTRAL ANGLE OF 21°23'30", AN ARC LENGTH OF 205.67 FEET, A CHORD BEARING OF N51°27'41"W, AND A CHORD LENGTH OF 204.48 FEET TO A POINT; THENCE N62°09'26"W, 453.92 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 47°03'20", AN ARC LENGTH OF 106.77 FEET, A CHORD BEARING OF N85°41'06"W, AND A CHORD LENGTH OF 103.79 FEET TO A POINT; THENCE S70°47'14"W, 184.20 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 356.72 FEET, A CENTRAL ANGLE OF 21°18'52", AN ARC LENGTH OF 132.50 FEET, A CHORD BEARING OF S60°08'48"W, AND A CHORD LENGTH OF 131.74 FEET TO A POINT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 338.80 FEET, A CENTRAL ANGLE OF 30°10'10", AN ARC LENGTH OF 178.39 FEET, A CHORD BEARING OF S64°35'27"W, AND A CHORD LENGTH OF 176.24 FEET TO A POINT; THENCE S79°40'32"W, 71.03 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO.338, SAID RIGHT OF WAY LINE BEING 100 FEET EASTERLY OF THE CENTERLINE OF SAID STATE HIGHWAY NO.338; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 1738.99 FEET, A CENTRAL ANGLE OF 08°04'25", AN ARC LENGTH OF 244.78 FEET, A CHORD BEARING OF N34°23'46"W, AND A CHORD LENGTH OF 244.56 FEET TO A POINT, (RECORD STATION CS312+51.62); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A SPIRAL CURVE TO THE LEFT, 100 FEET EASTERLY OF AND PARALLEL TO SAID CENTERLINE OF STATE HIGHWAY NO.338, HAVING A CENTERLINE CURVE RADIUS OF 1637.02 FEET, A CENTERLINE SPIRAL LENGTH OF 350.00 FEET, A CHORD BEARING OF N42°30'20"W, AND A CHORD LENGTH OF 350.38 FEET TO A POINT (RECORD STATION ST316+01.62); THENCE N44°33'48"W, 500.24 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT (RECORD STATION TS321+01.92); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A SPIRAL CURVE TO THE RIGHT, 100 FEET EASTERLY OF AND PARALLEL TO SAID CENTERLINE OF STATE HIGHWAY NO.338, HAVING A CENTERLINE CURVE RADIUS OF 1637.02 FEET, A CENTERLINE SPIRAL LENGTH OF 350.00 FEET, A CHORD BEARING OF N42°35'16"W, AND A CHORD LENGTH OF 338.03 FEET TO A POINT (RECORD STATION SC324+51.92); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1537.02 FEET, A CENTRAL ANGLE OF 31°27'35", AN ARC LENGTH OF 843.94 FEET, A CHORD BEARING OF N22°42'19"W, AND A CHORD LENGTH OF 833.38 FEET TO A POINT (RECORD STATION CS3334+50.52); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A SPIRAL CURVE TO THE RIGHT, 100 FEET EASTERLY OF AND PARALLEL TO SAID CENTERLINE OF STATE HIGHWAY NO.338, HAVING A CENTERLINE CURVE RADIUS OF 1637.02 FEET A CENTERLINE SPIRAL LENGTH OF 350.00 FEET, A CHORD BEARING OF N04°50'11"W, AND A CHORD LENGTH OF 142.57 FEET TO A POINT (RECORD STATION 335+00); THENCE S87°07'34"W, 25.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT (RECORD STATION 335+00); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A SPIRAL CURVE TO THE RIGHT, 75 FEET EASTERLY OF AND PARALLEL TO SAID CENTERLINE OF STATE HIGHWAY NO.338, HAVING A CENTERLINE CURVE RADIUS OF 1637.02 FEET A CENTERLINE SPIRAL LENGTH OF 350.00 FEET, A CHORD BEARING OF N01°31'48"W, AND A CHORD LENGTH OF 197.63 FEET TO A POINT (RECORD STATION ST337+00.52); THENCE N00°51'48"W, 701.98 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT, SAID POINT LYING ON A FENCE LINE; THENCE N89°51'33"E, 4847.40 FEET ALONG SAID FENCE LINE TO A POINT, SAID POINT LYING ON THE WEST LINE OF SAID SECTION 26; THENCE N00°11'54"E, 1328.57 FEET ALONG SAID WEST LINE TO A POINT, SAID POINT BEING THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE N89°44'37"E, 5351.27 FEET ALONG THE NORTH LINE OF SAID S1/2 OF SECTION 26 AND THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO.338 TO A POINT, SAID POINT BEING THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE S00°22'21"E, 2616.32 FEET ALONG THE EAST LINE OF SAID SECTION 26 TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1054.01 ACRES OF LAND MORE OR LESS.

BASIS OF BEARINGS IS WYOMING STATE PLANE (EAST CENTRAL ZONE).

See also Record of Survey Drawer A No.160

Exhibit A