



PROTECTIVE COVENANTS

The undersigned certify that they are the owners of the real property described in Clause 1 of these covenants and are desirous of subjecting the property described in said clause to the restrictions, covenants and charges hereinafter set forth, each and all of which is and are for the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in title interest to each and every parcel thereof, and shall apply to and bind the successors in title interest to each and every parcel of property described in said clause. The City has indicated that it is in the best interest that an industrial park be developed to take care of existing city needs and in conjunction therewith is interested in assuring compliance with the provisions of these covenants to protect the public health and welfare and to provide appropriate city services and the undersigned as owner of all the property recognize their legitimate interest.

NOW THEREFORE, the undersigned owners of all the real property described in Clause 1 hereof declare that said property shall, from and after the date hereof, be held, transferred, sold and conveyed subject to the restrictions, covenants and charges hereinafter set forth.

DEFINITION

Building site shall mean any lot or portion thereof, or any plot containing two or more contiguous lots or parts of two or more contiguous lots in the Airport Business Park Addition to the City of Rawlins, Carbon County, Wyoming, under a single ownership and upon which a building may be erected or a business operated in conformance with the requirements of these covenants.

CLAUSE I  
PROPERTY SUBJECT TO THESE COVENANTS

The real property which is and shall, from and after date hereof, be held, conveyed, sold and transferred subject to the restrictions, covenants and charges herein is located in Carbon County, Wyoming and is more particularly described as Lots 1 through 14 inclusive, Lots 17 through 38 inclusive, Lots 40 through 56 inclusive, Lots 59 through 64 inclusive and Lot 69 of the Airport Business Park Addition to the City of Rawlins which subdivision is located in the SW<sup>1</sup>/<sub>4</sub> of Section 10 Township 21 North of the 6th P.M.

No property other than that described above shall be deemed subject to these protective covenants, unless and until specifically made subject hereto.

GENERAL PURPOSES OF COVENANTS

The real property described in Clause 1 hereof is subject to the covenants, restrictions and charges herein contained to insure the best use and the most appropriate development and improvement of each lot, to protect the owners of lots against such improper use of surrounding lots as would depreciate the value of their property, to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper and unsuitable materials, to insure the highest and best development of said property; to encourage and secure the erection of light industrial or business sites; to prevent haphazard and inharmonious improvement of building sites; and in general to adequately provide for a high type and quality of improvements

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



upon said property, and thereby to enhance the values of investments made by purchasers of lots therein and to insure and protect the aesthetic values of the surrounding area.

BUILDING APPROVAL

No building or other structure shall be constructed, placed or altered on any lot until a site plan showing the location of the structure has been approved by the City Council of the City of Rawlins, Wyoming, and construction plans and specifications have been reviewed by the city building inspector for conformance to the provisions of this covenant. The site plan must contain the location and arrangement of the structures, parking areas, landscaping, walks, lighting and appurtenant facilities. All structures and uses shall be in compliance with the approved zoning ordinance of the City of Rawlins, and all other City, State and Federal land use regulations.

LOT RESTRICTIONS

All front yards shall be landscaped. Outside storage must be screened to a height of seven feet. Sufficient accommodation for parking must be provided on the lot of the business which it serves or in common parking areas serving several businesses or buildings. At least one (1) parking place for each (2) employees is required. Loading and parking areas shall be designed so that no maneuvering of vehicles and equipment on the streets is necessary. No structure may be built in the airport clear zone to a height exceeding the elevation required per airport clear zone easements now of record.

NOISE CONTROL

The ambient sound level of any operation shall not exceed 65 dBA at the property line. The ambient sound level of any operation shall not exceed 50 dBA at zoning district boundaries where the adjacent district allows residential uses.

BURNING

There shall be no burning or other operations which create a visible emission of smoke or other particulate matter.

ODOR

No land use shall introduce into the air odors which are offensive beyond the zoning district boundaries.

LIGHTING

No land use shall produce a strong, dazzling artificial light or a reflection of a strong, dazzling light beyond its boundary or lighting substantially similar to that used to direct airport traffic.

SPECIAL FENCING

Lot 59 adjacent to First Highland Hills Addition and Lots 60, 61, 62, 63 and 64 adjacent to Tract B of First Highland Hills Addition shall be permanently screened with a sight-proof fence to a height of at least eight feet.

GENERAL PROVISIONS  
PLANNING

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

These covenants may be released, either partially or in whole by resolution by the City Council of the City of Rawlins, but absent such release shall apply to the lands described herein or any replatt thereof.

ENFORCEMENT

Enforcement shall be by proceedings at law and in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Enforcement may be sought by any property owner in the subdivision or by and in the name of the City of Rawlins acting by and through the City Council.

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SINCLAIR LAND & DEVELOPMENT, INC.  
a partnership

[Signature]  
General Partner

[Signature]  
General Partner

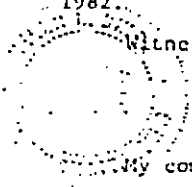
[Signature]  
General Partner

[Signature]  
General Partner

STATE OF WYOMING )  
                          ) SS  
COUNTY OF CARBON )

The above and foregoing instrument was acknowledged before me by Henry Hewitt, John A. MacPherson, Carlie G. Jebens and F.A. Rimmel, III. of Sinclair Land and Development, Inc., a partnership, this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

Witness my hand and official seal.



[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

692676

STATE OF WYOMING }  
County of \_\_\_\_\_ }  
I, \_\_\_\_\_, Clerk of the \_\_\_\_\_  
County, do hereby certify that \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_  
has duly executed the foregoing instrument.  
Witness my hand and official seal this \_\_\_\_\_  
day of \_\_\_\_\_, 1982.  
Margaret E. Cogan

ESCROW AGREEMENT

TO: FIRST WYOMING BANK, N.A.-RAWLINS

SECTION I: ITEMS DELIVERED

Sinclair Land and Development, Inc., a partnership consisting of Henry Hewitt, Carlie G. Jebens, F.A. Rummel, III and John A. MacPherson; and the City of Rawlins, a Wyoming municipal corporation, deliver to you with these instructions the following documents and instruments, hereafter referred to as "Items".

Eleven warranty deeds from Sinclair Land and Development, Inc. to the City of Rawlins, Wyoming, conveying Lots 49 through 53 inclusive and 59 through 64 inclusive of the Airport Business Park Addition to the City of Rawlins.

SECTION II: CONDITIONS OF DELIVERY

You will deliver the above mentioned Items to the City of Rawlins, after the expiration of no less than -20- calendar years from the date of the delivery of these instructions to you, and provided that each of the following occurs:

A. The City of Rawlins shall make written demand upon you for delivery of the Items which shall set forth the reason for the demand and shall provide you with an affidavit from the City Engineer attesting to the failure to substantially complete installation of those improvements provided for in the City's subdivision regulations.

B. Sinclair Land and Development, Inc. shall have not less than one calendar month's notice of the City of Rawlins' demand for delivery of the Items and the reasons for such demand must have been served on Sinclair Land and Development, Inc., at the address set forth below by registered mail.

SECTION III: RETURN OF ITEMS TO SINCLAIR LAND & DEVELOPMENT, INC.

In the event the City files with you an affidavit to the effect that all of the improvements have been completed, then you shall deliver the deed or deeds for which the improvements have been completed as evidenced by such affidavit to Sinclair Land and Development, Inc., and the City of Rawlins shall have no further claim to those lots covered by such deeds.

In the event -20- years and two months shall lapse from the delivery of these instructions to you, and no written demand is made by the City of Rawlins for delivery of the above Items to it, then and in that event, you shall deliver the above Items to Sinclair Land and Development, Inc., at the address below.

SECTION IV: PARTIAL PERFORMANCE

Sinclair Land and Development, Inc. shall be entitled to release of deeds for those lots for which improvements have been completed from time to time. The escrow agent shall release deeds covering improved lots pursuant to the procedure provided in the first paragraph of Section III hereof.

SECTION V: TITLE

Sinclair Land and Development, Inc. does hereby guarantee to the City of Rawlins, that it is the owner in fee simple absolute of the above described real estate but that such



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property is subject to the lien of the City of Rawlins Special Improvement District No. 3 and those easements of record, together with an unrecorded easement across Lot 64 in favor of Northern Gas Company and an unrecorded easement in favor of Pacific Power and Light Company.

Sinclair Land and Development, Inc. shall retain during the term hereof the right to grant such utility easements as may be necessary.

#### SECTION VI: ESCROW AGENT'S RECOURSE

The parties are agreed that should a dispute arise between them and the escrow agent be in doubt as to the merits of either party, then and in that event, the escrow agent may apply to the District Court in and for Carbon County, Wyoming, for resolution of this matter. The escrow agent shall in no event be liable for good faith performance of its duties as herein provided. Should the escrow agent have to apply to the District Court in and for Carbon County, Wyoming, for resolution of this matter, then and in that event, the parties, the City of Rawlins and Sinclair Land and Development, Inc., shall bear equally the escrow agent's attorney fees, and which fees shall be reasonably determined by the said District Court.

#### SECTION VII: DELIVERY

For the purpose of the agreement, the parties are agreed that delivery of notice shall be made to the following persons, at the following addresses, and shall be made either in person by an agent of the escrow agent, or by registered mail.

Sinclair Land and Development, Inc.  
c/o John A. MacPherson  
P.O. Box 999  
Rawlins, Wyoming 82301

AND

c/o Henry Hewitt  
P.O. Box 200  
Rawlins, Wyoming 82301

City of Rawlins  
P.O. Box 953  
Rawlins, Wyoming 82301

AND

Johnson, Noecker and Noecker  
P.O. Box 310  
Rawlins, Wyoming 82301

#### SECTION VIII: RELEASE OF PREVIOUS AGREEMENT

This Escrow Agreement is intended to replace the agreement dated February 19, 1980 by and between Sinclair Land and Development, Inc. and the City of Rawlins which agreement has been recorded in the Office of the County Clerk and Ex-Officio Register of Deeds in and for the County of Carbon, State of Wyoming, in Book 715 at Page 17 and 18 and designated as Instrument No. 657876, so that such previous agreement shall be considered released, null and void and of no further force or effect.

#### SECTION IX: INURE TO THE BENEFIT

These escrow instructions shall inure to the benefit of the heirs, successors and assigns of the aforesaid parties. However, nothing herein contained shall be construed to create any personal liability on the part of the partners of

Sinclair Land and Development, Inc., it being the intent of the parties that the property shall serve as an assurance that the improvements will be completed pursuant to the City's subdivision regulations.

SECTION X: APPROVAL OF ESCROW AGREEMENT

Each of the parties have read the escrow agreement, and does hereby approve them.

DATED this 16<sup>th</sup> day of February, 1982.

SINCLAIR LAND & DEVELOPMENT, INC

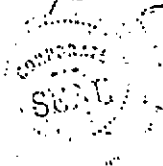
*Barbara G. Johnson*  
*Henry Stewart*

BY: *J. H. [Signature]*  
Partner

BY: *Nick [Signature]*  
Partner

CITY OF RAWLINS

BY: *W. D. [Signature]*  
Mayor



ATTEST:

*[Signature]*  
City Clerk

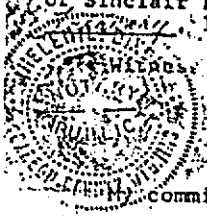
APPROVED AND ACCEPTED this 16<sup>th</sup> day of Feb., 1982, by First Wyoming Bank, N.A.-Rawlins, Wyoming.

FIRST WYOMING BANK, N.A.-RAWLINS

BY: *[Signature]*  
Escrow Agent

STATE OF WYOMING )  
COUNTY OF CARBON ) SS

The above and foregoing escrow agreement was acknowledged before me by John A. MacPherson, and Henry Hewitt, partners of Sinclair Land and Development, Inc., this 16 day of July, 1982.



Witness my hand and official seal.

William T. Quinn  
Notary Public

My commission expires: July 1, 1984

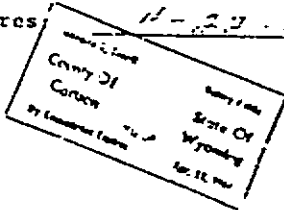
STATE OF WYOMING )  
COUNTY OF CARBON ) SS

The above and foregoing escrow agreement was acknowledged before me by Glen Woodbury, Mayor of the City of Rawlins, this 10 day of Feb., 1982.

Witness my hand and official seal.

Glen Woodbury, Mayor  
Notary Public

My commission expires: 11-22-81



692690

STATE OF WYOMING )  
Carbon County )  
Filed for record on the 16th day  
of February, A. D. 1982  
at 516 o'clock, P. M. and recorded at book 746  
page 516  
Mary E. Bradford  
Notary Public, State of Wyoming, Carbon County  
Margaret E. Logan