CITY OF CASPER - MARVIN GARDENS ADDITION

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of

September, 1979, by and between the City of Casper, a Municipal
Corporation, hereinafter referred to as "City", and Holiday Hills,
Incorporated, a Wyoming Corporation, hereinafter designated as "Owner".

W I T N E S S E T H:

WHEREAS, owner is owner of a tract of land which comprises
all lots and blocks in the Marvin Gardens Addition to the City of Casper,
a copy of a plat which has heretofore been approved by the City of
Casper and which approval is a simultaneous act with the execution of
this agreement; and

WHEREAS, a preliminary plat has been prepared and designated
as Exhibit "A" and an erosion control plan as Exhibit "B", which are on
file with the City Planner, and are hereby made a part of this agree-
ment; and

WHEREAS, the owner has entered into an agreement with the
Board of Public Utilities to supply said addition with water and sewer
service, which shall become a part hereof; and

WHEREAS, it is the mutual desire of the parties hereto to have
said subdivision developed as a part of the City of Casper, Wyoming.

NOW, THEREFORE, the parties hereto agree as follows:

I.

OBLIGATIONS OF OWNER

Upon demand of the City Council, the owner, at his sole cost
and expense, shall do or cause to be done the following:

1.1 Surveying:

A. Set all subdivision corners and 1/16th corners with
2" brass caps. These caps shall be set in concrete
and shall show the number of the corner, elevation
of the corner, identifying initial of the surveyor
or company making the survey, and the license number
of the surveyor making the survey or certifying the
survey. 1/16th corners shall be properly marked and
verified as to the location, true elevation and
referenced, if subject to destruction.

B. Block and lot corners, points of tangency (PT’s) and
points of curve (PC’s) of all curves shall be marked
by 1/2" by 18" iron pin or pipe driven flush with the ground surface. Points of intersection (PI's) and points of return (POR's) of all blocks and the PI's and POR's of all curvatures shall be witnessed in the sidewalk by an iron pin after construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for final inspection by the Engineering Director upon completion of the sidewalk, curb and gutter.

C. All elevation data for the addition and 1/16th corners shall be submitted to the Engineering Director in writing, after annexation.

1.2 Construction of Sidewalks, Curbs, Gutters and Streets:

All streets within said subdivision shall be classified and constructed as follows:

A. Union Boulevard shall be classified as a secondary arterial street with a 100' right-of-way, 40' paving width, two 20' gutters, two 17'0" parkways, two 60'0" sidewalks and two 10'0" utility easements, constructed to an "A" typical section, 3" subbase, 6" base, 14" asphalt concrete binder course and 14" asphalt surface course. Based upon a soils analysis submitted to the Engineering Director, the Director may alter the above standards. Union Boulevard is presently platted with an 80' right-of-way. The owner will, however, be required to dedicate an additional 10 feet abutting the existing right-of-way for roadway and utility purposes. The owner shall construct the east one-half of Union Boulevard that abuts the subdivision.

B. Frontier Avenue shall be classified as a local street with a 60' right-of-way, 36'0" paving width, two 20" curbs and two 12'0" parkways and easements constructed to an "A" typical section, 3" subbase, 6" base, 14" asphalt concrete binder course and 14" asphalt surface course. If, prior to the owner being required to construct said roadway, the roadway is constructed by another agency, the owner will be relieved of this obligation. No on-street parking will be permitted on Frontier Avenue, after its construction.

C. Overland Trail shall be classified as a local street with a 60' right-of-way, 36'0" paving width, two 6'0" curbs and two 5'6" utility easements, constructed to an "A" typical section, 3" subbase, 6" base, 14" asphalt concrete binder course and 14" asphalt surface course. Based upon a soil test submitted to and approved by the Engineering Director, the Director may alter the above standards. If the existing roadway is paved, the owner may submit the necessary engineering data to the Engineering Director to determine if said roadway needs to be overlaid or completely reconstructed. As the area to the east is annexed, the City will cooperate with the owner in recapturing 1/2 of the construction costs.
D. All improvements shall be designed and inspected by a registered engineer, certifying that the improvements, including curb, gutter, sidewalks, streets, paving, utility systems, including storm sewer and street lighting, have been properly constructed in accordance with the approved plans and specifications.

E. The owner shall maintain, repair and replace, if necessary, the same for a period of one year from the date of certificate of completion; at which time the City shall accept the improvements within ninety days thereafter in writing, provided that the improvements are constructed in accordance with the terms of this agreement. The City shall thereafter maintain said streets dedicated to the public.

F. Streets, sidewalks, curbs and gutters shall be constructed in accordance with the specifications set forth in the Standard Plan Details, 76-1 through 76-3, inclusive, as amended and on file in the office of the Engineering Director. The owner or his assignee shall maintain adjacent sidewalks and prior to any lot sales the owner shall so advise his purchasers.

1.3 Storm Sewer Requirements:

A. The owner shall participate in a local assessment district and pay his proportionate share of the installation of a storm sewer system at the time said system is installed by the City, or owner is requested by the City to initiate said improvement district.

B. Any and all storm sewer lines, trunklines, laterals, catchbasins and manholes shall be designed and installed in accordance with a drainage plan prepared by the owner and approved by the Engineering Director.

C. All public water lines, sanitary sewer lines, manholes, specified in the contract between the Board of Public Utilities and the owner shall be installed in accordance with the design and construction requirements established by the Engineering Director and the Board of Public Utilities' Engineer.

D. The owner shall certify, in writing, that the storm sewer system has been constructed in accordance with the specifications set forth herein and approved by the Engineering Director. The owner shall maintain the storm sewer until it has been accepted by the City, in writing, not to exceed one year after the date of certificate of compliance.

1.4 Construction Sequence:

Main water lines, sewer lines, storm sewers, sidewalks, curbs, gutters and streets shall be constructed in an orderly sequence, as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in street paving, sidewalks, curbs, gutters and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted in accordance with City requirements.
1.5 Street Signs:

Street signs shall be furnished and erected in accordance with Section 35-17(3) of the Casper City Code and Section 20-40 of the Manual of Uniform Traffic Control Devices for Streets and Highways. Said signs shall be erected prior to the issuance of building permits and shall be reflectorized and shall show the block number.

1.6 Underground Utilities and Street Lights:

All utilities shall be underground.

The owner shall install eight (8) 7,000 and one (1) 21,000 lumen horizontal mercury vapor street lights on metal poles mounted on concrete bases at the locations shown on Exhibit "A". At the option of the City, the owner may be required to install one (1) sodium vapor street light of equal intensity, in lieu of the 21,000 lumen vapor street light.

1.7 Fire Hydrants:

The owner shall install three (3) fire hydrants at the locations designated by the Fire Chief, as shown on Exhibit "A". Depending upon the location of buildings within the subdivision, the owner may be required to install additional yard hydrants.

1.8 Soils Analysis:

The owner shall provide the City with a soils analysis. Subdivision lot drainage plans, along with individual lot test borings may be required by the Engineering Director, prior to the issuance of building permits.

1.9 Erosion Control Program:

Prior to approval of the final plat, an erosion control program shall be prepared and submitted to the Engineering Director for his approval. This erosion control program is hereby made a part of this agreement and is designated as Exhibit "B". To insure the implementation of the program, the owner is required to post, with the City, a performance bond, an irrevocable letter of credit, or a cash deposit in the amount of $18,369.00, either of which shall be in favor of the City of Casper. Said bond, irrevocable letter of credit, or cash deposit shall be in full force and effect at the time the final plat is approved by the City Council and shall remain in full force and effect until such time as the Engineering Director is satisfied that there has been substantial compliance with the erosion control program, there has been sufficient construction within the subdivision as to alleviate the need for the bond, or the owner has substituted its successors in interest on the obligation to comply and such substitution has been approved by the Engineering Director. The owner shall not continue to be responsible for a soils erosion control program for a lot upon which construction shall have commenced by parties other than the owner, and shall be released from any proportionate share of the bond for such lot, as long as the owner shall have advised such parties of the continuing obligation for an ongoing erosion control program. If
required by the Engineering Director, such parties shall post with the City a performance bond, an irrevocable letter of credit or a cash amount equal to $500.00 per lot or $405 per square foot, whichever is greater. If the owner fails to implement the erosion control program, as proposed and approved by the Engineering Director, the owner, by this agreement, hereby authorizes the City to use said bond for implementation of the approved erosion control program.

1.10 Retaining Walls:

Any retaining walls constructed within the subdivision by the developer shall be designed and certified by a registered professional engineer with said plans being approved by the Engineering Director. Said walls shall be constructed within the boundaries of each lot and not on the property line. Maintenance of said walls shall be the responsibility of each individual lot owner.

1.11 Insrance of Building Permits:

No building permits will be issued by the Engineering Director prior to the completion or installation of all off-site improvements. No building permit or certificate of occupancy shall be refused or denied by the City by reason of any reasonable delay on the part of the City in authorizing, planning, designing or constructing the sewer system or the sections of Union Boulevard, Frontier Avenue or Overland Trail, which abut the subdivision.

1.12 Public Sites and Open Spaces:

In accordance with Section 35-12(17g) of the Casper City Code, the owner shall expend at least 6% of the raw land value of the total land area of the proposed subdivision for landscaping purposes. However, since the developer will not be constructing buildings on all lots within the subdivision, the owner shall post, with the City, a performance bond in the amount of 6% of the raw land value. For the purposes of this agreement, the raw land value has been determined to be $61,640.00. The landscaping must be done in accordance with a landscaping plan approved by the Planning Commission and City Council and must adhere to the following:

A. Plant material used for landscaping shall meet the criteria and specifications set forth in the National Association of Nurseryman's Handbook.

B. The owner shall be responsible for the installation of an underground sprinkler system for the irrigation of all planted areas.

C. Planted areas shall be maintained to a degree which will not create a fire hazard or become unsightly to the development.

D. Upon demand of the City Council, the owner shall replace and replant any plant material that dies or is not in conformity with the plant material schedule shown on the landscaping plan.

A cost estimate prepared and certified by a bona fide contractor must accompany the landscaping plan. If the actual cost of said landscaping does not equal at least 6% of the raw land value, the difference between the cost of the landscaping and 6% of the raw land value shall be paid to the City and credited to the park fund.

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1.14 Compliance with City Ordinances:

The owner shall comply with all applicable City Codes and Ordinances.

II.

OBLIGATIONS OF CITY

2.1 The City shall zone or cause to be zoned Lots 1 and 2, Marvin Gardens Addition to the City of Casper, from O-D (Open District) to O-2 (General Business).

2.2 The City shall furnish water and sewer to said addition under such terms and upon such conditions as have been agreed upon by the parties hereto and the Board of Public Utilities, including the provisions pertaining to the same as set forth in that certain contract relating to water and sewer service entered into on the 20th day of August, 1979, by and between the Board of Public Utilities, Casper, Wyoming, and the owners, a copy of said agreement which is attached hereto and by this reference made a part hereof.

2.3 The contract between the Board of Public Utilities and the owner has been ratified, confirmed, adopted, approved and is hereby made a part of this agreement.

2.4 The City shall assume the obligation as to the maintenance and repair of all streets within the subdivision upon compliance with the terms of this agreement and acceptance of the same, in writing, by the Engineering Director.

2.5 The City shall provide all City services that are available to other subdivisions within the City.

THIS AGREEMENT shall be binding upon and shall insure to the benefit of all parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

CITY OF CASPER
A Municipal Corporation

ATTEST:

[Signatures]

Calvin L. Chadsey
City Clerk

276774
Holiday Hills, Incorporated
A Wyoming Corporation

ATTEST:

Harry S. Durham III
President

ACKNOWLEDGEMENT

STATE OF WYOMING ) ss.
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Jerry A. Dobson, Mayor, City of Casper, this 24th day of SEPTEMBER, 1979.

Witness my Hand and Official Seal.

Stella Terry
Notary Public

My Commission Expires: Jan 14, 1983

STATE OF WYOMING ) ss.
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Marvin P. Klassen, President, Holiday Hills, Incorporated, a Wyoming Corporation, this 15th day of SEPTEMBER, 1979.

Witness my Hand and Official Seal.

Jacque J. Caruso
Notary Public

My Commission Expires: Dec 14, 1980

276774
APPLICATION FOR
SOILS EROSION PROGRAM PERMIT

I, Marvin Klassen, hereby make an application to the City of Casper, Wyoming, Natrona County, for a permit to remove the natural top soil, inorganic ground cover, trees, and other vegetation and alter the existing contours on the following described parcel of land:

If approved by the Engineer, this soils erosion program shall become a part of the written agreement between the owner and the City of Casper. In addition, the soils erosion program shall become a part of the covenants established by the owner.

The soils erosion program shall contain the following information:

1. Total land area of parcel:
   Acres: 8.423 acres
   Number of Lots: 2 lots

2. Total land area to be disturbed:
   Acres: 8.423 acres
   Number of Lots: 2 lots

3. Soils classification, in accordance with unified soils classification system. (If more than one type of soil is present, a map showing distribution is required.)
   Total area 27A, Evansville Sandy Loam

4. Beginning date:
   Estimated completion date:

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5. Types and percentages of vegetation to be removed from
the disturbed area: Total vegetation removed during
building construction. Vegetation type: weeds.


7. Maximum slopes to be created during land disturbance,
(maximum allowable 3:1): All grades well below 3:1.

8. The proposed method of stripping, storing and replacement
of topsoil, * Topsoil removed, stored and replaced on
areas to be seeded, sodded, or landscaped.

If special erosion problems exist, check the appropriate:
(a) Active sand dunes
(b) Alkali areas
(c) Bentonite areas
(d) Other: ____________

The following minimum procedure is recommended: When
stripping top soil from the designated area, brush, grass,
agricultural crops or other suitable material shall be
retained as mulch and incorporated into the top soil.

Unless the top soil can be placed directly on the prepared
slopes or exposed areas, the top soil shall be stockpiled
for future use to cover embankments, cut slopes and other
exposed areas. The top soil shall be placed in a uniform
manner to a depth commensurate with the quality of top
soil available and the area to be covered. Top soil
shall be keyed to the underlying material by scarifying
along contours to a depth of approximately six inches.

The owner, during the time the exposed area is being re-
vegetated or built upon, shall control blowing dust, in
accordance with Section 11.

*Topsoil is defined for purposes of the soils erosion program as
any soil which will support the historic plant life of the dis-
turbed area.
9. The proposed methods of reseeding or revegetating disturbed areas (if more than one type of area; i.e. residential, industrial, commercial, park, etc., is being operated on, indicate the methods to be used for each type of area). Area to be developed commercially. Areas not paved will be seeded, sodded or landscaped.

The following minimum procedures are recommended:
For Residential Lots - Areas should be seeded or sodded in conformance with recognized landscaping practice.
For Large Open Spaces - Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and where necessary, top soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the top soil has been uniformly spread, the area shall be scarified along the contours to a depth of approximately six inches leaving definite furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation. Areas not suitable for scarifying shall be left in a condition satisfactory to the City Engineer, or the Engineer's designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon soils analysis or forty pounds of available nitrogen and twenty pounds of available phosphorus per acre. Grain straw or grass hay shall then be used at a minimum rate of two tons per acre and anchored to the surface with a disc or colter mulching machine. The area shall then be seeded using a grain drill with a grass seed attachment or special grass drill. Planting the depth shall be one half inch to one and one-fourth inches. Seeding shall be applied between the time the
frost leaves the ground in the Spring and before the frost enters the ground in the Fall. The preferable period of seeding is early Spring or late Fall. Should the owner seed the area through the hot months, he would be required to water. Seeded areas must be protected until the new grass seedlings are thoroughly established. Hydraulic mulching will be acceptable after the grass seed has been drilled. Excelsior mats will be acceptable in lieu of mulching.

10. Proposed method of maintaining disturbed areas after reseeding or revegetating: Individual lot owners to maintain reseeded areas by watering.

The following procedure is recommended: Once an area is mulched and seeded, all surface disturbance, grazing and vehicular traffic shall be prohibited. In sandy areas, the use of snow fence, for stabilization, may also be required. Reseeding, if necessary, shall follow the recommended procedure outlined in Section 9.

11. Proposed method of controlling wind erosion on those areas that are: 1) disturbed at a time when reseeding is not practical; 2) on topsoil or other stockpiles; 3) in street rights-of-way; or 4) any other areas that will remain fallow to facilitate other operations. Methods must also take into account seasonal weather conditions:

Areas disturbed during building construction will be monitored and watered as often as necessary to control dust.

The following are minimum procedures: During periods when the weather is generally above freezing, disturbed areas will be monitored and watered as often as necessary to control dust. Stockpiles or other small areas may be
adequately covered to control erosion in lieu of watering. During winter weather periods, snow fences shall be placed at right angles to the prevailing wind, and spaced at 50 foot intervals. The first fence being located at the windward edge of the disturbed area with additional fences at 50 foot intervals to cover the entire property. The exception being that no fence shall be placed within 75 feet of a roadway.

12. Proposed method of controlling water erosion on steep slopes or other applicable areas: **Total area of subdivision quite level, no steep slopes exist.**

The following procedure is recommended: Matting strips (jute matting) or excelsior blankets shall be placed on the prepared slope or other exposed areas parallel to the flow of water. Each strip or blanket shall be laid flat without stretching. When jute matting strips or excelsior blankets are used to prevent erosion, the surface shall be prepared, seeded and fertilized as specified above. When more than one strip or blanket is required to cover an area, matting shall be overlapped four inches along the edges and ends.

The matting shall be held in place by means of staples and driven vertically into the soil. Staples shall be spaced not more than three feet apart in three rows for each strip or blanket, with one row along each side and one row alternately spaced in the middle. All ends of the matting or blanket shall be stapled.

Matting shall be spread evenly and smoothly and in contact with the soil at all points. The matting shall be pressed into the soil with a light lawn roller or similar method.
13. An "Erosion Control" Bond will be posted with the City, the amount being $500 for each lot to a maximum of $20,000.

14. If the owner fails to initiate and complete the above soils' erosion control program as prepared and specified by the owner, the owner agrees to pay the City their costs in initiating and completing an erosion control program that is acceptable to the City.

15. The conservation district is available for consultation on erosion control projects on a voluntary basis.

16. Portions of this application may be waived under special conditions by the City Engineer.

[Signature]
OWNER OR AGENT

550 E. Platte Ave., New
ADDRESS

APPROVED BY

DISAPPROVED BY

DATE 7-24-79

BOND REVIEWED BY: ____________________________

TITLE: ____________________________

AMOUNT: ____________________________

COMMENTS: ________________________________________________________________
WATER AND SEWER CONTRACT

THIS CONTRACT, made and entered into this 2nd day of August, 1979, by and between THE BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, WYOMING ("Board"), and HIL'S INCORPORATED, referred to as ("Owner");

WITNESSETH:

WHEREAS, it is the mutual desire of the parties hereto to provide for the construction of proper and adequate water lines and sewer lines to serve "Arvin Heights" ("Addition") to the City of Casper ("City"), the plat of which is to be presented to the Mayor and Council of the City for approval, conditioned on the execution of this contract, and a separate contract between the City and Owner relating to the construction of certain special improvements in said Addition;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The Owner shall extend the City's water mains and distribution system from existing mains up to and through the subdivision. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the Board. Water mains and sizes shall be determined by the Board.

   All work shall be at the expense of the Owner except that upon final completion and acceptance of the work by the Board, the Board shall reimburse the Owner the costs of water line materials in excess of the materials cost for an 8-inch system. Such excess costs will be determined by the Board based upon its most recent applicable materials cost at the time of contract execution.
At the time the water lines are extended through the Addition, the Owner shall install water service lines and curb boxes, in accordance with Board standards, to serve each lot or building site in the Addition. As an alternative, the Owner may request the Board to make such installations in accordance with the then prevailing costs and procedures. Curb boxes shall be left near the property line in front of each lot and the Owner shall protect during the subsequent course of developing the Addition, valve boxes and curb boxes from damage and be wholly responsible for the repair and replacement to the Board’s satisfaction of such that are damaged or destroyed and that if Owner shall fail or refuse to promptly repair or replace such boxes as required, the Board may do so and charge the Owner for such costs. Owner shall adjust said valve and curb boxes to finished street and, where applicable, sidewalk grade, respectively, at the time the paving work is completed in the Addition.

2. Owner shall construct the necessary sewer lines to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner’s engineer and approved by the Board. Sewer sizes shall be as determined by the Board. Owner, at its own cost shall install sewer service lines, in accordance with Board specifications, to the property line so as to serve each lot or building site in the Addition. All necessary easements shall be obtained by the Owner.

Owner shall protect manhole covers and rings from damage in the course of constructing the line and shall be solely responsible for repair or replacement to the Board’s satisfaction. If Owner fails, refuses or neglects to repair or replace said damaged items, the Board may do so and deduct the cost thereof from the Board’s oversizing contribution or, alternatively, charge Owner directly for said cost. Owner shall adjust such manhole rings and covers to finished street grade. Owner agrees to protect and save the Board harmless from any loss or claim suffered by other sewer users to their real or personal property and from personal injury or damages by
reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by Owner, and said obligation shall continue until the sewer line and the system within the Addition is accepted by the Board's representatives, provided, however, that acceptance of part of the system shall not relieve Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Addition.

At such time as said sewer line is completed by Owner and the cost thereof fully paid and the work is accepted by the Board, the Board shall reimburse the Owner the costs of sewer line materials in excess of the material cost of the eight-inch sewer system.

3. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water or sewer systems, the then existing water connection charge, sewer connection charge, and water meter charge shall be paid to the Board.

4. Where written request therefor is made by the Board, Owner promptly shall deliver easements in form acceptable for recording, wherever reasonably required within said Addition for the purposes of enabling the Board to install, maintain and repair its sewer lines, water lines and fire hydrants.

5. No occupancy of buildings in the Addition will be made until acceptance of the water and sewer system by the Board. Before acceptance will be made the final operational inspection shall be performed and as-built drawings, including location of water and sewer service lines, shall be provided.
EXECUTED the day and year first above written.

BOARD OF PUBLIC UTILITIES OF
CASPER, WYOMING

ATTEST:

Sharon A. Nicoll
Secretary

By: W. A. Bennett
President

ATTEST:

By: W. A. Bennett
President

Secretary
AGREEMENT

THIS AGREEMENT, made, dated and signed this 12 day of JUNE, 1979, by and between the Board of Public Utilities for the City of Casper, Wyoming, hereinafter referred to as "Board", and the North Platte Water and Sewer District, hereinafter referred to as "District" and ratified and confirmed by the City of Casper, Wyoming, referred to as "City".

RECITALS:

This Agreement is made with reference to the following facts:

WHEREAS, the District is a water and sewer district organized under the Statutes of the State of Wyoming, and

WHEREAS, the Board has agreed to sell and deliver and the District has undertaken to purchase water service to provide water to the residents of the District, and

WHEREAS, the Board has agreed to accept sewage from the District for conveyance and treatment, and the District has agreed to provide payment for such service, and

WHEREAS, it is the mutual desire of the parties that, when conditions permit, the entire North Platte Water and Sewer District area will be annexed to the City of Casper and the North Platte Water and Sewer systems will be incorporated with those of the Casper Board of Public Utilities.

AGREEMENTS

NOW, THEREFORE in consideration of the mutual covenants to be kept and performed and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. As used in this Agreement the following words or phrases shall be defined as follows:

   (A) "Service area" shall mean the geographic area embraced within the boundaries as set forth in the organizational decree dated January 19, 1955, in Civil Action No. 37274 of the North Platte Water and Sewer District - exclusive of all property owned by the City of Casper;

   (B) "Sewer service" shall mean the acceptance of service at the designated point of connection to the Casper, Wyoming, sewer system.
(C) "Water service" shall mean the delivery of quantities of water by the Board, not to exceed 0.6 million gallons per day, at point of intersection with the District, consistent with the needs of the District's service area and of a quality acceptable to the State standards established by the Wyoming Department of Environmental Quality.

2. The Board agrees to sell and District agrees to purchase water and sewer service for the District's service area.

Water use shall be computed as the sum of the individual metered use of all District water customers. If, at any time in Board's judgment, water service exceeds the maximum of 0.6 million gallons per day, it may install such valves and metering devices as it deems necessary to accurately measure and restrict water service.

Sewage quantity shall be computed in the routine manner, on the basis of the water use of all District customers connected to the sewer system.

3. For the purposes of water and sewer charges, the District shall be considered as one inside-city retail customer. The Board shall bill the District monthly.

The rates for water and sewer service provided to the District shall be at the Board's existing rate as the same shall apply from time to time to all the similar city users. The Board reserves the right, at any time and from time to time, to change said water and sewer rates. The charge shall be the same for all similarly situated city purchasers of water and sewer service from the Board receiving the same service.

If, at any time, the District shall fail to pay any charges made hereunder within fifteen (15) days after the same shall fall due, or shall fail to abide by any of the obligations by it to be performed, then the City may, in its sole judgment and discretion, terminate and discontinue water and sewer service to the District until such defaults have been corrected.

4. The Board agrees to read and maintain all water meters in accordance with the Board's policies and regulations. The District agrees when reconstructing and maintaining its facilities, to do so consistent with Board standards.

5. The District shall supply the Board with a map, showing each lot and parcel within the District's service area. The District shall furnish the Board with a list of all existing properties, including meter sizes, presently being provided with water service.
by the District, distinguishing properties which have been connected to the District’s system subsequent to August 31, 1977.

The District shall supply the Board with a map showing the approximate location, size and type of water main presently being used in servicing customers of the District.

The District will make available during its regular working hours, its books and records pertaining to water consumption from the date of this contract on, including all relevant data requested by the Board.

6. In consideration for additional service furnished by the Board to the District’s service area, the District will pay a water connection charge of $500 and a sewer connection charge of $250 for each new 3/4 inch connection, or equivalent, for any customer connected to the water or sewer system after July 1, 1978, and prior to February 1, 1979. For all water or sewer connections made after February 1, 1979, the District or the new customer shall pay to the Board the then applicable, inside city or outside city, connection charges.

The District will require each new customer to make application for water service to the Board, to pay all applicable fees and charges, and to have said service and meter installed in conformance with Board regulations.

All future connections to the water or sewer system shall be contingent upon the owner of the served property committing to annex such property to the City. The agreement shall be a written document previously approved by the City.

7. The District shall encourage, consistent with its powers, annexation to the City of Casper. After the District has retired its bonds and liquidated its outstanding indebtedness the City of Casper and the District may, by mutual agreement, agree to future operation of the District service area by the City of Casper.

8. The District agrees that all future water and sewer facilities in the District will be constructed in accordance with design criteria and standard specifications of the Board.

9. An adequate number of fire hydrants shall be properly installed, either by the District or it shall cause the same to be installed, in new areas to be served within the District.

The District agrees that all fire hydrant usage will be in compliance with the regulations of the Board, and that any person wishing to use a fire hydrant for any purpose, other than fighting a fire, shall secure a permit from the Board and pay all applicable charges to the Board.
10. The number and location of the hydrants shall be determined by the Director of the Board of Public Utilities on the basis of County planning requirements, and with the advice of the City Fire Chief. The design and specifications of the hydrant shall be approved by the Casper Fire Chief prior to installation.

11. It is the specific covenant of the District that it will not enlarge its service area by the inclusion of additional real property without the written consent of the Board and City, which consent shall not be unreasonably withheld.

12. The District may not assign this Agreement, nor any of its rights or obligations hereunder without prior written approval of the Board and City.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors in interests and assigns.

13. The Board does not warrant or irrevocably claim to furnish the agreed amount of water to either District's current service area or any future service. Board agrees to furnish, at all times, the amount of water necessary to insure the health and safety of District's customers within District’s service area, and at such times as the health and safety of customers of District and customers of Board are affected by the amount of water available, all the customers of District and Board will be treated equally.

14. Upon the completion of the connections to District's water mains and commencement of water service, District shall remove its existing water tank and discontinue use of its water line as the same traverses City's property.

15. This Agreement shall become effective concurrently with the exclusion of all of City owned land from the North Platte Water and Sewer District.

BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, CASPER, WYOMING

ATTEST:  
Sharon A. Mireles  
Secretary  

By our hand,

President

CITY OF CASPER, WYOMING
A MUNICIPAL CORPORATION

Mayor

NORTH PLATTE WATER AND SEWER DISTRICT

Secretary

276774
QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that HOLIDAY HILLS, INC., a Wyoming corporation, grantor, of the County of Natrona, State of Wyoming, for the consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEYS and QUITCLAIMS to the CITY OF CASPER, WYOMING, a municipal corporation, 200 No. David, Casper, Natrona County, State of Wyoming, all interest in the following-described real property situate in the County of Natrona in the State of Wyoming, to wit:

A Parcel and Strip being 10 feet in width and a part of Lots 76 and 95 and Tract No. 9, "HOLIDAY HILLS AND HERITAGE HEIGHTS", a subdivision of portions of Sections 32, 33 and 34 of Township 34 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southwesterly corner of said Lot 76 and the Parcel and Strip being described; thence along the westerly line thereof, N.24°51'45"W., 125.00 feet to a point of curve; thence along the arc of a true curve to the left having a radius of 609.80 feet and through a central angle of 24°32'11", northerly 261.14 feet to a point of tangency; thence along the westerly line of said Parcel N.0°20'47"W., 77.21 feet to the northwest corner of said Parcel; thence leaving the westerly line of said Parcel and along the northerly end-line thereof S.71°17'9"E., 10.54 feet to a point and northeast corner of said Parcel; thence along the easterly line of said Parcel and parallel to the foregoing westerly line thereof, as measured 10.00 feet southeasterly, perpendicularly and/or radially therefrom, S.0°20'47"W., 73.89 feet to a point of curve; thence along the arc of a true curve to the right having a radius of 619.80 feet and through a central angle of 24°32'11", southerly 265.42 feet to a point of tangency; thence S.24°51'45"W., 125.00 feet to a point in the southerly line of said Parcel and the northerly line of said Avenue; thence along the northerly line of said Frontier Avenue and the southerly end-line of said Parcel N.65°08'W., 10.00 feet to the Point of Beginning and containing 4640 square feet or 0.1065 acres, more or less.

Said Parcel is conveyed subject to any and all reservations, easements, and rights-of-way of Record or as may otherwise exist.

DATED this 18th day of September, 1979.

ATTEST:

HOLIDAY HILLS, INC., a Wyoming corporation

[Handwritten Signatures]

Secretary (Assistant)

By President

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by

Marvin P. Klassen, President of Holiday Hills, Inc., a Wyoming corporation, this 18th day of September, 1979.

Witness my hand and official seal.

Notary Public,

[Seal]

276774
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the undersigned are owners of all that certain
real property situate in Natrona County, State of Wyoming, known
and described as follows:

That certain portion of the NW ¼ Section 4, and E/2 NE ¼
Section 5, All in T. 33N., R. 79W., and that portion of
SE 1/4 SE ¼ Section 32, T. 34N., R. 79W., of the 6th P.M.,
Natrona County, Wyoming more particularly described as
follows:

Commencing at the NW corner of Section 4, T. 33N.,
R. 79W., of Natrona County, Wyoming. Thence on a bearing
S 24°30’E., a distance of 1245.6’ to the Point of Beginning.
This P.O.B. coincides with a point which is on the north
ROW boundary of U. S. Interstate 25 and in line with the
center line of the Rancho Underpass Road. Thence N 65°09’W.,
a distance of 519.4’ to a point; thence N 57°04’W., a
distance of 247.6’ to a point; thence N 46°25’W., a distance
of 1950,0’ to a point; thence westerly along an arc of
curve w 81°10’, D = 1015’; R = 543.7’; a distance of
624.6’ to a point; thence N 46°24’E., a distance of 730.0’ to
a point; thence N 61°33’E., a distance of 179.0’ to a point;
thence S 22°31’E., a distance of 337.0’ to a point; thence
S 55°09’E., a distance of 732.0’ to a point; thence S 53°09’E.,
a distance of 393.0’ to a point; thence S 89°41’E., a distance
of 422.0’ to a point; thence N 49°04’E., a distance of 1171.4’
to a point which is on the Center Line of North Platte River;
thence S 10°30’E., a distance of 498.0’ to a point; thence
S 20°30’E., a distance of 255.0’ to a point; thence S 19°10’E.,
a distance of 270.0’ to a point; thence S 18°30’E., a distance
of 135.0’ to a point; thence S 7°00’E., a distance of 170.0’
to a point; thence S 8°30’E., a distance of 440.5’ to a point;
thence S 48°48’E., a distance of 124.5’ to a point which is
on the north ROW boundary of U. S. Interstate 25; thence
N 89°57’W., a distance of 240.7’ to a point; thence N 09°03’W.,
a distance of 19.0’ to a point; thence N 84°08’W., a distance
of 321.7’ to a point; thence westerly along the arc of a curve =
24°48’; D = 4°00’; R = 1362.4’; a distance of 583.9’ to a
point; thence N 85°09’W., a distance of 463.0’ to the Point of
Beginning.

AND

That certain portion of the NW ¼ Section 4, T. 33N., R. 79W.,
and that certain portion of the S/2 S/2 SW ¼ Section 32, T. 34N.,
R. 79W., of the 6th P.M., Natrona County, Wyoming more particularly
described as follows:

Commencing at the NW corner of Section 4, T. 33N., R. 79W.,
of Natrona County, Wyoming. Thence on a bearing N 89°03’E.,
a distance of 2270.1’ to the Point of Beginning. This P.O.B.
coincides with a point which is on the north line of Section 4,
T. 33N., R. 79W., and on the center line of the North Platte River,
Thence S 13°05’W., a distance of 341.2’ to a point;
thence S 9°10’E., a distance of 312.0’ to a point; thence
S 85°04’W., a distance of 1171.4’ to a point; thence N 69°41’E.,
a distance of 422.0’ to a point; thence N 53°09’W., a distance
of 413.0’ to a point; thence N 38°25’E., a distance of 561.0’
to a point; thence S 35°09’E., a distance of 105.0’ to a point
which is on the north line of Section 4, T. 33N., R. 79W.,
therefore N 89°03’E., a distance of 1541.0’ to the Point of Beginning.
all of which said lands are intended to be affected or covered by the covenants hereinafter set forth; and

WHEREAS, in order to insure the use and development of said property for exclusive commercial purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desire hereby to make and impose upon said real property hereinabove described, the following restrictions and limitations covering the use and development of all lots and tracts lying within said real property, and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the real property above described, and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots and tracts within said real property:

1. The herein described land shall be used only for the purposes specified herein. There shall not be permitted any other use of said lands.

The Commercial area shall allow such businesses as the following:

A. Bar, bottle club and/or package liquor stores
B. Hotels with 50 guest rooms or more
C. Grocery, drug and/or clothing stores
D. Eating establishments
E. Night clubs
F. Places of entertainment, amusement or sporting events, and/or golf driving ranges, golf courses
G. Automobile and/or truck agencies
H. Garages and/or service stations
I. Theaters
J. Beauty shops, barber shops, bakeries, photo shops
K. Shoe stores and/or shoe repair shops
L. Churches
M. Schools
N. Legal professions
O. Medical professions
P. Office buildings
Q. Any other type of business first determined by the Committee not to be obnoxious or offensive.
The following types of business shall not be allowed in the Commercial area:

A. Heavy Manufacturing
B. Junk car lots or junk yards
C. Slaughter houses
D. Animal kennels
E. Hospital or places to propagate or to board, room or otherwise keep any four-legged animals for any purpose other than security, with such exception first having been approved by the Committee established herein.
F. Poultry businesses of any nature or kind other than for the sale of poultry products; such as, grocery stores or markets.
G. Tanneries
H. Feed yards
I. Explosives
J. Atomic power, heavy water or any related products containing any such material regardless how small the amounts contained
K. Any type of business, profit or non-profit, that would cause or create unpleasant, noxious or other offensive odors, contamination of the atmosphere or any undue noise or disturbance.
L. Any businesses not legal under the laws of the County, State of Wyoming and/or the United States of America

In case of any dispute, the Committee herein provided for will be the deciding voice at all times and under all circumstances, the next higher recourse being to the courts of this state.

2. No owner of property within the area shall construct or permit the construction of any building or improvements thereon, including fences, nor permit the removal of trees, except in strict conformity to building and plot plans showing the location of existing trees and the design, character, elevations, exterior color, nature and location of any such building or improvements, which said plan or plans shall first have been submitted to and approved in writing by, the Committee provided for herein.
3. No existing building, alteration, change in color scheme, or remodeling of any existing building or improvement shall be undertaken or permitted by any property owner, nor shall any property owner change the character of use of any building unless a plan or plans showing the nature, character and extent of such remodeling, alteration, remodeling, change of character of use and/or removal of trees during remodeling, if any, shall have first been approved, in writing, by said Committee.

4. No more than one building shall be erected on each lot except with the consent and approval of the Committee herein provided for.

5. No buildings shall be located less than twenty (20) feet from any exterior lot line.

6. On-street parking will not be permitted. Each lot owner shall provide for a parking area on his property, of sufficient size to permit parking therein of all automotive equipment owned and operated by the occupants of said property and/or his customers, employees and/or visitors. The areas designated for parking must be black-topped before construction of the building is completed and the building occupied for use. If trees must be removed to allow sufficient parking space, the approval of the Committee must first be secured.

7. Each lot owner shall submit to the Committee a plot plan showing: Location of the building on the lot; parking area (black-topped); ingress and egress points; and, area to be left for planting and/or landscaping.

8. The minimum area required for planting and/or landscaping shall be an area equal to the width of the lot less 40 feet, and 20 feet in depth. The planted and/or landscaped area must be developed along with the construction of the building and completed no later than the next planting season after completion of the building. Such area must contain grass and/or crushed marble and/or gravel, trees and shrubs, all subject to the approval of the Committee. If the owner of the building fails to comply with the above requirements, the Committee has the right to install the same and its work and expenses shall become a first lien against the land and/or building or both and shall have the right to sell the same to satisfy the lien. In the case of service stations, however, such minimum area for planting and/or landscaping shall not be required; but
in lieu thereof, such service stations shall be required to construct and maintain attractive and suitable planter boxes of small-type shrubbery and/or flowers, which boxes shall have a minimum width of two (2) feet and shall extend along and across the front portion of the service station building exclusive of doorways. Also, in addition to such planter boxes, if there is land reasonably available for planting and/or landscaping with grass trees and/or shrubbery, such planting and landscaping shall be required in the case of service stations.

9. Every building in the area shall have fire-proof exterior walls of brick or masonry construction or, if the Committee deems it desirable, it may approve a metal building of late, modern design with baked-on enamel paint or its equivalent. All construction of buildings must conform to the over-all architectural design and aesthetic quality of the other buildings in the area. The Committee may approve opposite designs in order to enhance the over-all appearance and break the monotony.

10. Each building shall be equipped with modern, hand fire extinguishing equipment.

11. Each lot owner shall install and maintain, at his own expense, outside lighting at the front and back of each building using 7000 Lumen Mercury Vapor Lites which must be lighted from sundown to sun-up.

12. All buildings shall be connected to a sewage system. There will be no septic tanks or out-houses allowed in the area.

13. All service stations, garages and/or automobile agencies must provide traps and/or sumps to catch grease, oil and mud from car wash and grease racks. The traps and/or sumps must not be tied into the sewer line but must deposit the water into a dry well.

14. Each lot owner must provide and maintain one (1) French Drain, 20” in diameter and 8’ in depth, with surface grill made of steel, for each 20,000 square feet of land area or fraction thereof located outside of the land area covered by the building. These French Drains will take the place of storm sewers.

15. All service stations, garages and/or automobile agencies must provide, independent of the sewage line or system, underground, leak-proof, storage tanks for the collection of waste oil and/or grease. Any suitable mobile equipment that accomplishes the same purpose will be acceptable.
so long as the waste oil so collected shall not be deposited in any sewage lines.

16. All building owners must install either inside or outside the building, a manufactured, super gas-burning or electric incinerator that is equal or comparable to a Martin or Caloric. Each incinerator must be large enough in size to handle the daily refuse from the business conducted in or about said building, including tree branches, leaves, papers, grass cuttings, magazines, or any other type of trash or waste from said business or lot. The refuse that is not capable of being burned in the incinerator, and the ashes from the incinerator must be contained and disposed of from time to time and at the expense of each building owner so as not to create an unsightly condition at any time.

17. All restaurants, cafes, sandwich shops, motels, bars or similar places that dispense food to the public for profit or non-profit must install a grinding garbage disposal so that all garbage will be ground before it is deposited into the sewage line or system.

18. All buildings will be constructed in accordance with the National Electrical and Plumbing Codes.

19. Only signs of the kind and character described below will be allowed in the area:

One (1) real estate sign on each lot no larger than 12 by 24 feet, for the purpose of advertising the sale thereof.
One or more signs for the purpose of advertising the conduct of a business shall be permitted by the Committee, provided that the Committee has first approved the location of the sign or signs.

The purpose of this restriction is to enable the Committee to avoid obstructing the view of any sign(s) of others.

20. No private water wells shall be drilled within the area unless the required water shall be unavailable from commercial sources or unless the consent of the Committee has been first obtained.

21. Each property owner shall keep and maintain his or its premises in a good and sightly condition at all times, and if said premises become unsightly, and if upon thirty (30) days' notice said owner does not correct such unsightly and objectionable condition, then in that event the Committee...
hereinafter provided for may enter upon such premises and cause such unsightly condition to be cleaned or otherwise remedied, and all charges for such services shall immediately and forthwith become due and payable by the owner of such premises, and such charges shall become and constitute a lien upon such premises, which said lien may be evidenced by the filing of lien statements in the office of the County Clerk of Natrona County, Wyoming, and may be foreclosed upon the manner provided for by law for the enforcement of mechanics or materialmen liens.

22. The within restrictions shall be and constitute covenants running with the land, and shall be binding upon all of the owners of land within the area, their heirs, successors and assigns, until July 1, 1990, at which time these restrictions shall automatically be extended for successive ten (10) year periods, unless terminated by a vote of the owners of a majority of the land in the area, calculated on a square foot basis.

23. It is understood that the within restrictions are part of a general building scheme and are for the benefit of all land owners in the area. If any such owner shall violate or attempt to violate, any of the within restrictions, it shall be lawful for any of the owners of land in the area to prosecute an appropriate proceeding at law against the person or persons violating or attempting to violate any of the within restrictions to prevent such violation or to remedy the same by mandatory injunction or to recover damages for such violation.

24. The within restrictions and the operation thereof shall be supervised and enforced by a Committee of three (3) persons, one of whom shall be H. C. English or Dorothy F. English or their nominee, as long as either of them or their nominee own land in the area. The other members of the Committee, who shall be owners of land within the area or duly designated representatives of owners of land in the area, shall be elected by a vote of the land owners in the area owning a majority of the land therein, calculated on a square foot basis. Committee members shall be elected on July 1st of each year, commencing July 1, 1965, and shall serve a term of one (1) year from the date of their election or until their successors are elected and qualified. Vacancies on the Committee shall be filled by appointment made by said Committee. The Committee is authorized and
required to be submitted to it in accordance with the provisions of these Restrictions. In reviewing any such plans, the Committee shall be mindful to insure that any building, and any exterior remodeling or extension of any existing building shall be in harmonious conformity in exterior design and location with existing structures. In the event the Committee fails, over a period of thirty (30) days, to approve or disapprove any plan submitted to it as required by the provisions of these Restrictions, then and in that event the approval of the Committee to any such plan shall be conclusively presumed and the within Restrictions shall be deemed to have been fully complied with. Decisions of the Committee shall be reached by a majority vote of its members.

The Committee herein provided for shall not be entitled to any compensation for services rendered hereunder, however, the Committee may charge reasonable fees in connection with appraising plans, inspecting buildings and/or grounds.

25. The Committee provided for above shall have power to change, alter or amend any of the within Restrictions, and upon effecting any such change, alteration or amendment, the Committee shall promptly give notice thereof to all of the property owners in the area. If the owners of an aggregate of fifty-one (51%) percent of the land in the area, calculated on a square foot basis, record and submit to the Committee their objections in writing to any such change, alteration, or amendment within thirty (30) days of receipt of notice thereof, such change, alteration or amendment shall be deemed to be null and void and of no force and effect.

26. Invalidation of any one of the provisions set forth above by judgment or Court Order shall not in any manner affect or impair the other provisions hereof.

Dated this 28th day of February, 1964.

H. O. ENGLISH

[Signature]
STATE OF WYOMING  
COUNTY OF NATRONA  

On this 28th day of February, 1964, before me personally appeared H. O. ENGLISH and DOROTHY F. ENGLISH, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate just above written.

Notary Public

My commission expires:

---

MERCURY INDUSTRIES, a Wyoming Corporation,

By H. C. English

H. O. English, President

TRANSWESTERN CORPORATION, a Wyoming Corporation,

By H. C. English

H. O. English, President

STATE OF WYOMING  
COUNTY OF NATRONA  

On this 28th day of February, 1964, before me appeared H. C. English, to me personally known, who, being by me duly sworn, did say that he is the President of MERCURY INDUSTRIES, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My commission expires:

---
STATE OF WYOMING

COUNTY OF NATRONA

On this 14th day of February, 1964, before me appeared H. O. ENGLISH, to me personally known, who, being by me duly sworn, did say that he is the President of TRANSCINCORP CORPATION, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Notar Public

Commission expires:
MODIFICATION OF
HOLLIDAY HILLS COVENANTS GOVERNING AND
RESTRICTING LAND USE AND DEVELOPMENT

NOW, THEREFORE, the undersigned, being the sole owners of the real property hereinafter described, do hereby release and discharge the following described real property from the operation and effect of the said "Holliday Hills Covenants Governing and Restricting Land Use and Development":

Beginning at a point at the northwest corner of an irregularly-shaped tract which point is a steel pin and bears north 44°16' west a distance of 2645.3' to the northwest corner of Section 4, Township 33 North, Range 79 West, Natrona County, Wyoming; thence on bearing south 89°41' east a distance of 564.4' to a steel pin witness corner; thence continuing on bearing south 39°40' east a distance of 20.6' to a steel pin on the west bank of the North Platte River, which pin is the northeast corner of said irregularly-shaped tract; thence southerly along the meandering west bank of the North Platte River approximately 600 feet to a steel pin which is the southeast corner of said irregularly-shaped tract and is on the north boundary of the right of way of U.S. Interstate Highway #25 (in order to establish the location of said meandering west bank of the North Platte River, four witness corners have been set at intervals along said bank approximately 20 feet westerly thereof and they are described as follows: Commencing at the northwest corner of said irregularly-shaped tract thence on bearing north 69°41' west a distance of 206' to the first witness corner; thence on bearing south 2°0' west a distance of 270.0' to the second witness corner; thence on bearing south 35°03' west a distance of 207.00' to the third witness corner; thence on bearing
south 36°36' west, a distance of 132.2' to the fourth witness corner; thence on bearing north 89°57' west along said highway right-of-way a distance of 62.0' to a concrete hub; thence on bearing north 0°01' east a distance of 19.0' to a concrete hub; thence on bearing north 54°03' west a distance of 217.1' to a concrete hub; thence westerly along the said highway right-of-way on the arc of a curve, $S = 24^48\,'$, $D = 4^\circ00\,'$, $R = 1360.4'$, a distance of 110.5' to a steel pin which is the southwest corner of said tract; thence on bearing north 77°19' east a distance of 211.4' to a steel pin; thence on bearing north 0°19' east a distance of 253.1' to the point of beginning; containing 5.83 acres, more or less.

DATED this ___ day of ___ , 1964.

H. O. ENGLISH

DOROTHY F. ENGLISH

MERCURY INDUSTRIES, a Wyoming corporation

By: H. O. ENGLISH

H. O. English, President

TRANSWESTERN CORPORATION, a Wyoming corporation

By: H. O. ENGLISH

H. O. English, President

STATE OF WYOMING )
COUNTY OF NATRONA )

On this ___ day of ___ , 1964, before me personally appeared H. O. ENGLISH and DOROTHY F. ENGLISH, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate last above written.

Notary Public

My commission expires:

STATE OF WYOMING )
COUNTY OF NATRONA )

On this ___ day of ___ , 1964, before me appeared H. O. ENGLISH, to me personally known, who, being by me
duly sworn, did say that he is the President of MERCURY INDUSTRIES, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: 2/2/66

STATE OF WYOMING

COUNTY OF NATRONA

On this _th_ day of _day/month/year_, 1964, before me appeared H. O. ENGLISH, who, being by me duly sworn, did say that he is the President of TRANSWESTERN CORPORATION, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: 2/2/66

Notary Public
California Oil Company
1700 Broadway
Denver, Colorado

Gentlemen:

The Real Property Purchase Option, dated [May 7, 1964], from H.O. English and Mercury Industries to you and covering the service station site in Lot 1, Block 3, of our proposed commercial area, provides that any conveyance to you shall be subject to certain restrictive covenants attached thereto as Schedule "A".

In consideration of your exercising the Real Property Purchase Option and constructing a service station on the property, the undersigned, being all of the property owners within the commercial area and having the power to establish, change, alter or amend any and all restrictive covenants now or hereafter burdening any part of said commercial area, do hereby covenant and agree with California Oil Company, its successors and assigns, that the Covenants Governing and Restricting Land Use and Development, dated February 8, 1954, and recorded on May 7, 1954, in Book 44, at Page 37 of the Natrona County records is hereby modified and amended, as follows:

1. California Oil Company shall have the right to construct on the property subject to its Option, a gasoline service station of a design, construction, and appearance similar to other California Oil Company stations currently being constructed in other areas. California Oil Company shall have the right to install a large overhead Chevron sign and to paint and repaint the building and sign in accordance with its then current advertising colors and design. California Oil Company shall have the right to remodel and rearrange any improvements, trade or other fixtures, structures, buildings, and equipment on its site at will. California Oil Company shall not use the property or building for the storage of any substance or material that is highly explosive or dangerous to the public health, such as dynamite, nitroglycerin, or material containing radioactive energy.

2. California Oil Company shall not be obligated to plant or maintain any trees, shrubs, plants or grass on its property.

3. California Oil Company shall have the right to install, maintain and operate outside lighting of a type and illumination and during such periods of time as it determines is suitable for its service station purposes.

4. California Oil Company shall not be required to install a gas or electric incinerator, but may instead utilize a trash enclosure and dispose of its refuse by commercial or other hauling to a dump area. California Oil Company shall maintain such trash enclosure in a proper condition so as not to become unsightly or to cause a fire hazard or nuisance, and if it fails to do so the other property owners in the adjoining commercial area shall have the right to clean and repair the trash enclosure and bill the costs of such to California Oil Company.

Casper, Wyoming
May 7, 1964

Res: Restrictive Covenants in Connection with Real Property Purchase Option, dated [May 7, 1964]
5. If California Oil Company deems it necessary, it shall have the right to
   drill and operate a water well on its property, provided, however, if such
   water well is located within 20 feet of any property line, the surface
   equipment of the well will be buried below ground level so that fire trucks
   may travel over the area.

6. California Oil Company may exercise the rights and privileges described in
   this letter, at any time and without the necessity of notifying or securing
   written approval from the 3-member committee established to administer the
   restrictions imposed for the commercial area.

H. O. English
H. O. English

Dorothy F. English

MERGENCY INDUSTRIES, A Wyoming Corp.

By H. O. English
H. O. English, President

TRANSWISTMOR CORPORATION, a Wyoming Corporation

By H. O. English
H. O. English, President

On this 7 day of May, 1964, before me personally appeared
H. O. ENGLISH and DOROTHY F. ENGLISH, husband and wife, to me known to be the
persons described in and who executed the foregoing instrument, and acknowledged
that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate last
above written.

[Signature]
Notary Public

[Seal]
STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

On this 7 day of May, 1964, before me appeared R. C. English, to me personally known, who, being by me duly sworn, did say that he is the President of Mercury Industries, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Louis Carr
Notary Public

Mission expires:
1965

STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

On this 7 day of May, 1964, before me appeared R. O. English, to me personally known, who, being by me duly sworn, did say that he is the President of Transvesti Corporation, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Louis Carr
Notary Public

Mission expires:
RELEASE OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, under date of February 8, 1964, H. O. English and Dorothy F. English, Mercury Industries, a Wyoming corporation, and Transwestern Corporation, a Wyoming corporation, did impose certain covenants governing and restricting land use and development in an area to be known as "Holliday Hills" in Natrona County, Wyoming, said document having been recorded May 7, 1964 in Book 44 of Miscellaneous at page 37 in the office of the County Clerk and ex officio Register of Deeds in and for Natrona County, Wyoming, said area of land being more particularly therein described and of which the following described lands are a portion; and

WHEREAS, paragraph 24 of such covenants and restrictions provides that the restrictions and the operation thereof shall be supervised and enforced by a Committee of three (3) persons, one of whom shall be H. O. English or Dorothy F. English or their nominee, as long as either of them or their nominee own land in the area. The other members of the Committee, who shall be owners of land within the area or duly designated representatives of owners of land in the area, shall be elected by a vote of the land owners in the area owning a majority of the land therein, calculated on a square foot basis, and

WHEREAS, a meeting of such Committee composed of H. O. English, Dorothy F. English and Merman Werner, who represented Recreation Unlimited, owner of the majority of the land in the area, was held on the 18th day of August, 1972, and at such meeting it was unanimously voted to remove and cancel such covenants and restrictions as to the following described lands:

Commencing at the southeast corner of Lot 75, which is the point of beginning; thence N. 80° 01' W., 150.09 feet; thence 250.03 feet along the arc of a curve with a radius of 1300.40 feet, and Delta = 11° 01'; thence N. 65° 09' W., 283.00 feet; thence N. 24° 51' E., 125.00 feet; thence N. 65° 09' W., 150.00 feet; thence 261.10 feet along the arc of a curve with a radius of 609.80 feet, and Delta = 24° 32'; thence N. 0° 20' E., 45.54 feet; thence S. 71° 17' E., 697.87 feet; thence S. 23° 14' E., 67.23 feet; thence S. 0° 25' W., 269.75 feet; thence S. 7° 07' W. 148.30 feet to the said point of beginning.

The above described parcel of land includes Lot 75 and Tract 9 of said Holliday Hills and Heritage Heights, a subdivision in Natrona County, and contains. 7.569 acres, more or less.

Commencing at the southwest corner of Lot 95, which is the point of beginning; thence N. 0° 20' E., 515.00 feet; thence S. 89° 40' E., 541.21 feet; thence 61.59 feet along the arc of a curve with a radius of 191.29 feet, and Delta = 18° 35'; thence S. 14° 28' W., 99.97 feet;
thence 139.00 feet along the arc of a curve with a radius of 572.31 feet, and Delta = 13° 48'; thence 281.57 feet along the arc of a curve with a radius of 537.46 feet, and Delta = 30° 01'; thence S. 29° 20' E., 197.03 feet; thence N. 71° 17' W., 697.87 feet to the said point of beginning.

The above described parcel of land includes Lots 77, 78, 79, 80, 81, 94, 95, 96, 97, 98, 99, Bruce Lane, portions of Lots 82 and 100 and a portion of Tract 10 of said Holliday Hills and Heritage Heights, a subdivision in Natrona County, and contains 7.424 acres, more or less.

copy of the minutes of such meetings being marked Exhibit "A" is attached and incorporated herewith; and

WHEREAS, under date of August 18, 1972, H. O. English sent by mail a notice to all property owners in the Holliday Hills and Heritage Heights subdivision of a meeting called for August 31, 1972, for the purpose of electing two members of the Committee and incorporated into such notice the action of the Covenant and Restriction Committee in removing and cancelling the covenants and restrictions as to the above described property and stated that if owners of an aggregate of 51% of the land in the area, calculated on a square foot basis, recorded and submitted their objections in writing to such change, alteration or amendment within thirty (30) days of such notice then such change, alteration or amendment would be deemed null and void and of no force and effect; otherwise, such cancellation and removal to be fully effective; and

WHEREAS, at the meeting held on August 31, 1972, H. O. English, Herman Werner and John Burke were elected as the Committee and they are presently acting and serving as such Committee and affix their signatures hereto in such capacity; that no objections were received as to the removal and cancellation of the restrictions and covenants as to the above described property and therefore, such removal and cancellation is fully effective;

NOW, THEREFORE, in consideration of the premises and the payment of the sum of $10.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, H. O. English, Herman Werner and John Burke, the Committee authorized in paragraph 24 of the Covenants and Restrictions covering "Holliday Hills" as recorded on May 7, 1964, in Book 44 of Miscellaneous at page 37 in the office of the County Clerk of Natrona County, Wyoming, acknowledge that such restrictions and covenants have been removed and cancelled at to the above described property and they do hereby release and discharge such property therefrom.

IN WITNESS WHEREOF this release has been executed this 27th day of October, 1972.

Herman Werner

John P. Burke

H. O. English
CONSENT AND RATIFICATION

Recreation Unlimited, a Wyoming corporation, certifies and warrants that it owns more than 51% of the land in that subdivision platted and dedicated as Holliday Hills and Heritage Heights, a subdivision in Natrona County, State of Wyoming, and that it consents to the removal and cancellation of the restrictions and covenants as recorded in Book 44 of Miscellaneous, Page 37, records of Natrona County, Wyoming, as to the above described lands, and it further ratifies the action of the committee having the supervision and enforcement of such covenants and restrictions in removing and cancelling such restrictions and covenants under date of August 18, 1972, and further ratifies the action of such committee as above set forth in releasing and discharging such property therefrom.

Dated this 27th day of October, 1972.

Recreation Unlimited, a Wyoming corporation

ATTEST:

by: Herman Werner
President

John P. Burke
Secretary

STATE OF WYOMING ) SS
COUNTY OF NATRONA )

On this 27th day of October, 1972, before me personally appeared H. O. English, Herman Werner and John Burke, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they are the Committee in charge of the restrictions and covenants for that subdivision in Natrona County, Wyoming, known as Holliday Hills and Heritage Heights, and that they signed the above in such capacity.

Dick Tobin
NOTARY PUBLIC
My Commission expires June 6, 1974.

STATE OF WYOMING ) SS
COUNTY OF NATRONA )

On this 27th day of October, 1972, before me appeared Herman Werner to me personally known, who, being by me duly sworn, did say that he is the President of Recreation Unlimited, a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors.

Dick Tobin
NOTARY PUBLIC
My Commission expires June 6, 1974.
EXHIBIT "A"

MINUTES OF MEETING

August 18, 1972

The undersigned, being the Committee to supervise and enforce the covenants and restrictions for land use and development of Holliday Hills and Heritage Heights, a subdivision of Natrona County, State of Wyoming, acknowledge that they have met this day to consider the proposal of cancelling and removing such restrictions as recorded in Book 44 of Miscellaneous, Page 37, records of Natrona County, Wyoming, under date of May 7, 1964, as pertaining to the following described property, to-wit:

Commencing at the southeast corner of Lot 57, which is the point of beginning; thence N. 80°01' W., 150.09 feet; thence 250.03 feet along the arc of a curve with a radius of 1300.40 feet, and Delta = 11°01'; thence N. 65°09' W., 283.00 feet; thence N. 24°51' E., 125.00 feet; thence N. 65°09' W., 150.00 feet; thence 261.10 feet along the arc of a curve with a radius of 609.80 feet, and Delta = 24°32'; thence N. 0°20' E., 45.54 feet; thence S. 71°17' E., 697.87 feet; thence S. 23°14' E., 67.23 feet; thence S. 0°25' W., 269.75 feet; thence S. 7°07' W. 148.30 feet to the said point of beginning.

The above described parcel of land includes Lot 75 and Tract 9 of said Holliday Hills and Heritage Heights, a subdivision in Natrona County, and contains 7.569 acres, more or less.

Commencing at the southwest corner of Lot 95, which is the point of beginning; thence N. 0°20' E., 515.00 feet; thence S. 89°40' E., 541.21 feet; thence 61.59 feet along the arc of a curve with a radius of 191.29 feet and Delta = 18°35'; thence S. 14°28' W., 99.97 feet; thence 139.00 feet along the arc of a curve with a radius of 572.31 feet, and Delta = 13°48'; thence 281.57 feet along the arc of a curve with a radius of 537.46 feet, and Delta = 30°01'; thence S. 29°20' E., 197.03 feet; thence N. 71°17' W., 697.87 feet to the said point of beginning.

The above described parcel of land includes Lots 77, 78, 79, 80, 81, 94, 95, 96, 97, 98, 99, Bruce Land, portions of Lots 82 and 100 and a portion of Tract 10 of said Holliday Hills and Heritage Heights, a subdivision in Natrona County, and contains 7.424 acres, more or less.

and that it was unanimously voted to remove and cancel such covenants and restrictions as to the lands above described. That notice of such action was to be given to the other property owners pursuant to Paragraph 25 of such covenants and restrictions.

Dated this 18th day of August, 1972.

H. O. English

Herman Werner

Dorothy F. English