

PLAT OF  
**OIL FIELD CENTER SUBDIVISION**  
 A SUBDIVISION OF A PART OF E $\frac{1}{2}$ W $\frac{1}{2}$  and SW $\frac{1}{4}$ NE $\frac{1}{4}$   
 Section 34 T.34N, R.80W. of the 6th. P.M.  
 NATRONA COUNTY, WYOMING

CERTIFICATE OF PLATTING

Merco Catering and Tabular Incorporated, both Wyoming corporations, acting in partnership, hereby certify that they are the sole owners and sole proprietors of the following described subdivision located in and being a part of the E $\frac{1}{2}$ W $\frac{1}{2}$  and SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 34, T.34N, R.80W. of the 6th P.M., Natrona County, Wyoming and that this plat is executed with the free consent of said corporate owners of said lands, more particularly described by notes and bounds as follows:

BEGINNING AT A POINT WHICH LIES N. 16°45'E. 315.9 Feet FROM THE CENTER ONE-QUARTER CORNER OF SECTION 34, T.34N, R.80W.; THENCE N.51°54'W. 389.6 Feet; THENCE N.38°06'E. 274.3 Feet; THENCE N.51°54'W. 10.0 Feet; THENCE N.38°06'E. 529.0 Feet TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY SERVICE ROAD AC25C; THENCE N.55°20'W. 30.05 Feet; THENCE S.38°06'W. 471.4 Feet; THENCE N.51°54'W. 296.0 Feet; THENCE S.21°22'W. 23.6 Feet; THENCE N.49°57'E. 347.7 Feet; THENCE N.21°22'E. 435.75 Feet; THENCE N.68°38'W. 26.75 Feet TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY SERVICE ROAD AC25C; THENCE NORTHWESTERLY ON SAID R/W LINE ON A CURVE TO THE RIGHT OF 152 FOOT RADIUS FOR 50.0 Feet THRU A CENTRAL ANGLE OF 18°50'; THENCE S.45°31'W. 73.42 Feet; THENCE S.21°22'W. 669.6 Feet TO A POINT OF CURVE TO THE LEFT OF 145.0 FOOT RADIUS FOR 160.53 Feet THRU A CENTRAL ANGLE OF 63°26'; THENCE S.42°04'E. 500.02 Feet; THENCE S.38°06'W. 380.59 Feet TO THE CENTER LINE OF JOHNSON LATERAL NO.256; THENCE S.42°04'E. 238.66 Feet ON SAID CENTERLINE; THENCE CONTINUING ON THE CENTER-LINE S.72°53'E. 192.9 Feet; THENCE N.38°06'E. 564.83 Feet TO THE POINT OF BEGINNING. CONTAINING 13.28 ACRES, MORE OR LESS.

and as appears on this plat shall be known as "Oil Field Center Subdivision" Natrona County, Wyoming; and the aforesaid partners in recording this plat have designated areas as "Road", "Irrigation Ditch Easement" and "Utility Easement" which are areas reserved by the partners for the use of the owners of lots in said subdivision in accordance with the "Covenants and Restrictions" for Oil Field Center Subdivision, said "Covenants and Restrictions" by this reference are herein incorporated and made a part of this plat as if set forth at length.

The undersigned owners and proprietors of the foregoing subdivision and the land contained therein, hereby waive all rights they may have thereto by virtue of the Homestead Exemption Laws of the State of Wyoming.

Dated at Casper, Wyoming, this 13<sup>th</sup> day of October, 1978.

Merco Catering, a Wyoming Corporation

ATTEST: Hardy V. Matcliff, Sec.-Treas. Carl D. Underwood, President

Tabular, Incorporated, a Wyoming Corporation

ATTEST: Georgia Bushan, Sec. Carl D. Underwood, President

State of WYOMING  
 County of NATRONA

On this 16<sup>th</sup> day of October, 1978, before me personally appeared Carl D. Underwood, to me personally known, and being duly sworn by me, did say that he is president of Merco Catering and Tabular Incorporated, both Wyoming corporations, and that the seals affixed to the foregoing instrument are the seals of said corporations and that said instrument was signed and sealed on behalf of said corporations and by authority of the Boards of Directors of said corporations, and said Carl D. Underwood acknowledged said instrument to be the free act and deed of said corporations, acting in partnership.

Given under my hand and seal on the day and year first above written.

Shirley S. K. Hill  
 Notary Public

My commission expires 9-15-80

APPROVALS:  
 APPROVED BY: THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING  
 By Resolution Duly Passed on the 2<sup>nd</sup> day of June, 1979

Attest: John P. Bunker  
 County Clerk  
 Clerk of the Board

INSPECTED AND APPROVED on the 10<sup>th</sup> day of January, 1978.

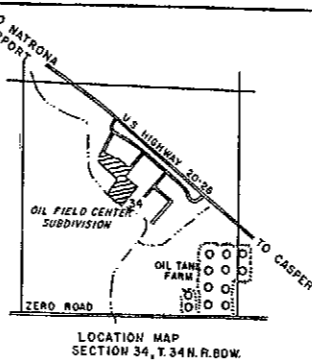
John P. Bunker  
 COUNTY PLANNER

INSPECTED AND APPROVED on the 8<sup>th</sup> day of November, 1978

John P. Bunker  
 COUNTY SURVEYOR

INSPECTED AND APPROVED on the 6<sup>th</sup> day of January, 1978

John P. Bunker  
 COUNTY HEALTH OFFICER



NORTH

SCALE: 1"=100'

FILED FOR RECORD IN THE OFFICE OF THE  
 COUNTY CLERK OF NATRONA COUNTY, WYOMING  
 this \_\_\_\_\_ day of \_\_\_\_\_, 1978

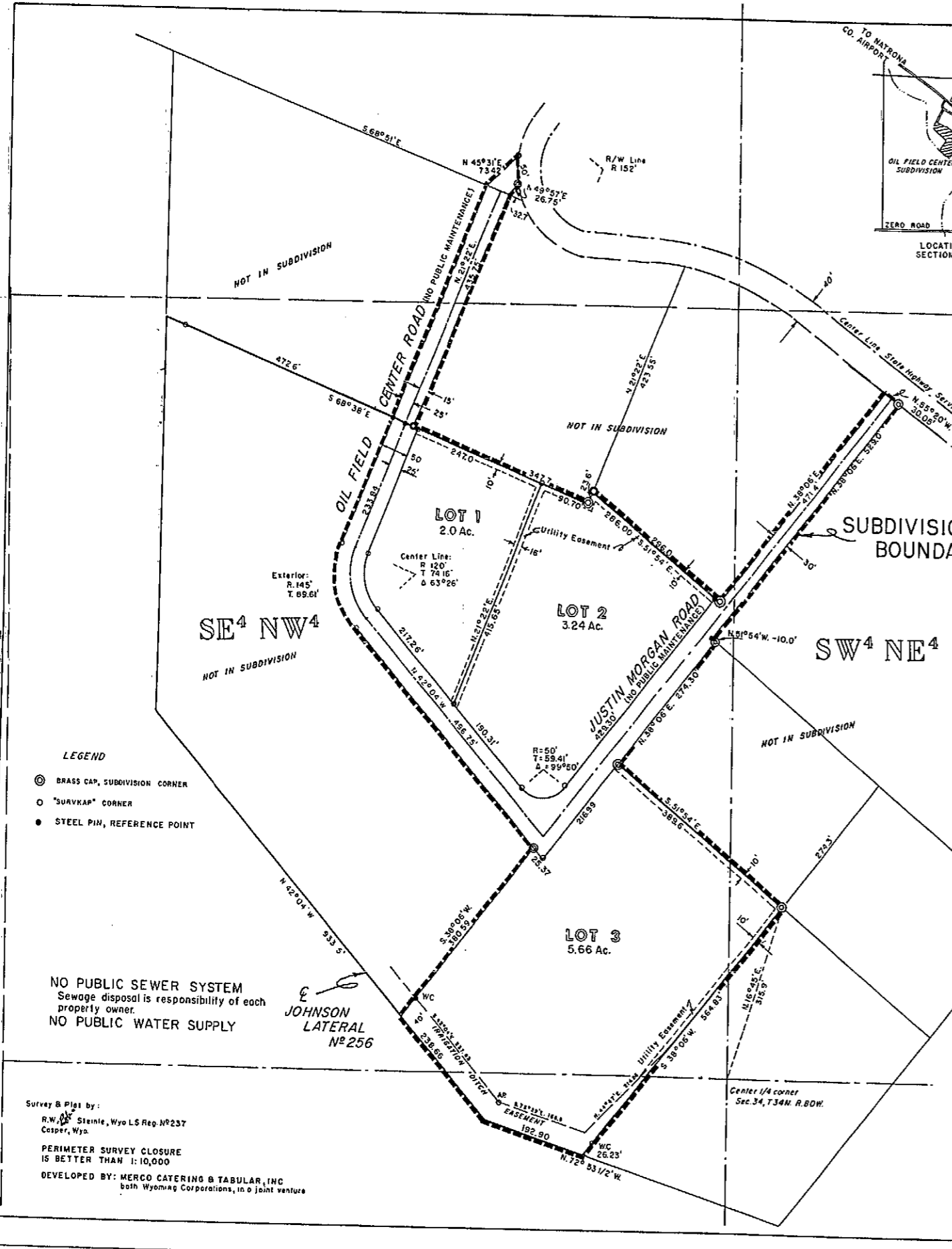
CERTIFICATE OF SURVEYOR  
 State of WYOMING  
 County of NATRONA

I, R.W. Steink, of Casper, Wyoming, do hereby certify that this plat was made from notes taken during an actual survey made by me during the period from July, 1977 to Sept., 1978, and that such plat correctly represents said survey of the Oilfield Center Subdivision, being a subdivision of part of Section 34, T.34N, R.80W. of the 6th. P.M., Natrona County, Wyoming; all lots are marked as indicated and properly identified; all dimensions are expressed in feet and decimals thereof; such survey and plat being correct to the best of my knowledge and belief.

R.W. Steink  
 R.W. Steink Wyoming Land Surveyor Reg. No. 237

Subscribed in my presence and sworn to before me on this 6<sup>th</sup> day of Nov., 1978.

James J. Jones  
 Notary Public  
 My commission expires Nov. 29, 1980



SE $\frac{1}{4}$  NW $\frac{1}{4}$   
 NOT IN SUBDIVISION

SW $\frac{1}{4}$  NE $\frac{1}{4}$

- LEGEND
- ⊙ BRASS CAP, SUBDIVISION CORNER
  - "SUAVKAP" CORNER
  - STEEL PIN, REFERENCE POINT

NO PUBLIC SEWER SYSTEM  
 Sewage disposal is responsibility of each property owner.  
 NO PUBLIC WATER SUPPLY

Survey & Plats by:  
 R.W. Steink, Wyo LS Reg. No. 237  
 Casper, Wyo.  
 PERIMETER SURVEY CLOSURE  
 IS BETTER THAN 1:10,000  
 DEVELOPED BY: MERCO CATERING & TABULAR, INC  
 both Wyoming Corporations, in a joint venture

COVENANTS AND RESTRICTIONS

OIL FIELD CENTER SUBDIVISION

A Subdivision of Natrona County, Wyoming

RECORDED Jan 11 1979 AT 11:00 O'CLOCK AM  
INSTRUMENT NO. **254642**  
JOHN J. TOBIN COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the sole owners of all lands in Oil Field Center Subdivision, a Subdivision of Natrona County, Wyoming, located in the SE/4NW/4, SW/4NE/4, NE/4SW/4 of Section 34, Township 34 North, Range 80 West of the 6th P. M., and more particularly described in the attached Exhibit "A," do hereby make the following covenants and declarations as to limitations and restrictions on uses to which the property described above may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land and shall accrue to and be binding upon all future owners of the property. The purpose of these restrictions is to insure the use of the property for attractive industrial, commercial, and business purposes, to prevent nuisances, and to secure to each lot owner the full industrial, commercial and business benefit of his property, with no greater restriction upon the free and unhindered use of his property than is necessary to insure the same advantages to the other owners.

1. BUILDING, ETC. APPROVAL: No building or structure of any kind including, but not limited to walls, fences and signs, shall be erected, altered, placed, assembled or permitted to remain on any lot, unless and until plans showing the type of use, location, size and architectural design and color scheme of all proposed structures, driveways, walks, loading areas and parking areas have been approved in writing by the Architectural Control Committee.

2. ARCHITECTURAL CONTROL COMMITTEE:  
(a) The Architectural Control Committee shall consist of three (3) members elected or designated by the lot owners of Oil Field Center Subdivision as hereinafter provided.

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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).

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The decision of any two (2) members of said Committee shall determine all questions as to the conduct and decisions of said Committee. In the event of the death or resignation of any member of the Committee, the remaining members shall have complete authority to appoint a successor. No Committee member shall be entitled to compensation for services rendered pursuant to these covenants. The Committee's approval or disapproval of plans and specifications as required by these covenants shall be in writing. In the event that such approval or disapproval shall not be made within sixty (60) days after plans and specifications have been submitted to the Committee, or in any event, if no suit to enjoin construction has been commenced prior to the completion of improvements, approval will not be required and full compliance with all covenants will be assumed.

(b) The members of the Architectural Control Committee shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of any mistake in judgment, negligence, or nonfeasance, arising out of or in connection with their approval or disapproval or failure to approve any such plans. If construction of any building or alteration is begun in violation of the terms of this instrument, and no suit to enjoin such construction has been commenced prior to the completion thereof, then this covenant will be deemed to have been fully complied with, insofar as said covenant requires prior approval of building plans.

(c) The Architectural Control Committee shall be elected annually by the lot owners of Oil Field Center Addition at a meeting of said lot owners held at 7:00 p.m., the second Monday of June. The existing Architectural Control Committee shall designate the place of such meeting within Natrona County, Wyoming, and send written notice thereof to each lot owner of record not less than ten (10) days prior to the meeting date. If no meeting place is designated, it shall

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be held in the meeting room at Natrona County Library, Casper, Wyoming. Each lot owner shall be entitled to one vote per committee member, but cumulative voting shall be allowed.

(d) The Architectural Control Committee shall act as trustee and manager for the lot owners in laying out, installing and maintaining roads and utility easements as provided on the recorded plat of this subdivision. The Committee is authorized to assess every lot owner in proportion to the size of their lot for the cost and expense of common roads and utility installation or maintenance and shall be authorized to collect the same by demand or suit, as provided by law.

(e) The Architectural Control Committee may permit reasonable deviation from the requirements of these covenants and restrictions, if allowable by law, including light residential occupancy for custodial or watchman quarters.

(f) Except as may be provided herein, or established by the Architectural Control Committee, this subdivision has:

NO PROPOSED DOMESTIC WATER SOURCE

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

NO PUBLIC MAINTENANCE OF STREETS OR ROADS

Each lot owner shall be responsible for installation, use and maintenance of his private water sources and sewage disposal, in full compliance with applicable Wyoming laws or regulations.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 35 feet from the centerline of any dedicated street or road. The setback required from the side and rear property lines shall be subject to the approval of the Architectural Control Committee, provided that no more than 15 feet of side yard setback nor more than 15 feet of rear yard setback shall be required. For the purpose hereof the Architectural Control Committee shall determine what portions

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of a structure are part of a building. Generally, caves, walks, and approaches shall not be considered as part of the building, but loading docks and similar structures shall be deemed as part of the building. Nothing herein shall be construed as allowing any portion of a building or structure on any lot or site to encroach on the lot or site of another property owner.

4. PARKING: No vehicle parking shall be permitted nearer than 10 feet from the street property lines nor nearer than 10 feet from the side or rear property lines, unless with the written approval of the Architectural Control Committee. "On site parking" shall be provided for all vehicle use reasonably expected including trucks, trailers, and employee and visitor parking. All parking areas shall be graveled, paved or otherwise surfaced to provide dust free, all weather parking.

5. SCREENS AND FENCES: All screens, fences and visual barriers referred to herein shall be approved by the Architectural Control Committee.

6. SIGNS, ETC.: No billboards, signs or other advertising devices of any character shall be erected, pasted, posted, painted, displayed or permitted upon any part of the building or site without the prior approval of the Architectural Control Committee.

7. LAWNS, LANDSCAPING: All set-back areas facing streets between the front building line and the street, with the exception of driveways, sidewalks, and permitted parking shall be used exclusively for the planting and growing of trees, shrubs, lawns, gardens and other ground covering or landscaping material approved by the Architectural Control Committee. Unused land reserved for future expansion or other purposes shall be maintained and kept free of weeds, other unsightly plant growth, rubbish and debris. All landscaping must be maintained by the site owner or occupant to the reasonable standards of the Architectural Control Committee for neatness and beauty.

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8. PROHIBITED OPERATIONS: There shall not be permitted any labor camps, junk yards, drilling for oil and gas, oil refining, quarrying or mining operations, or stock yards or slaughter operations or rendering work or smelting, nor the commercial raising, breeding or maintenance of any livestock or poultry; nor any similar uses though not specifically named herein which would be obnoxious to and not in harmony with the general plan, purpose and use of the Oil Field Center Addition.

9. The users and owners of said land must (a) keep the property free and clear of weeds, trash, or other unattractive refuse and vegetation, (b) store trash receptacles at the rear of the buildings in covered containers, (c) adequately light the fronts, rears and storage areas of their buildings, (d) provide off-street parking to accommodate adequately the vehicles of their customers and employees, (e) store materials, or park vehicles for long terms, only at the rear of buildings or in other areas which are not unattractive and which do not intrude upon the street or areas in the front of buildings, (f) maintain the parking areas, access roads from the streets, and other driveways, and maintain such areas and their immediate surroundings in a neat and clean manner, and (g) adequately landscape all property to harmonize with buildings and parking areas, if any.

10. NUISANCE: The site owner or occupant shall not cause or make any excessive noise, odor or harmful sewage or vibration that could reasonably be objectionable to other occupants or site owners; or that reasonably conflicts with the planned purposes and restrictions of the subdivision, and no site owner shall in any case create or maintain a legal nuisance.

11. TEMPORARY STRUCTURES: No structure of a temporary character; trailer, basement, tent, shack, garage, barn, or other out-building shall be used or permitted to remain on any site at any time, either temporarily or permanently,

without special written approval of the Architectural Control Committee.

12. The owner or owners of any of the above-described real property may enforce the requirements and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of said requirements and limitations, either to recover damages for such violation or to restrain such violation or attempted violation.

13. There is hereby reserved to Grantors, and the successors and owners of Oil Field Center Subdivision, for the purpose of having adequate roadways and utility easements to serve each tract described on the plat, a perpetual easement for roadways and utilities upon the areas described as "road easement" as contained on the recorded plat of this subdivision, for the purpose of erecting, constructing and maintaining roadways, and public or private utility facilities, both underground and overhead. Grantor hereby reserves the right to change, lay out anew, or discontinue any roadway or utility easement, in its sole discretion, that would be beneficial in serving any tract. All claims for damages, if any, arising out of the construction or maintenance and repair of roadways and utilities, or on account of temporary or other inconvenience caused thereby against the Grantor or the Architectural Control Committee, or any utility company or any other agent or servant of them or any of them, are hereby waived by the owners of Oil Field Center Subdivision, their successors and assigns.

14. It shall be the responsibility of Oil Field Center Addition and the owners thereof, to install and keep adequately maintained, any fences and autogates required by the County of Natrona. The Architectural Control Committee shall have the authority to carry out the provisions of this requirement or any other requirement provided in these covenants,

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together with the power and authority to assess the costs thereof proportionately among the lot owners of this subdivision.

15. No owner of land within the subdivision shall, nor shall any of them permit or suffer any third person to lease, use, store, or run upon lands within the Subdivision or any part thereof, irrigation water from the Alcova-Kendrick Project Irrigation System. Each landowner covenants for himself and his successors in interest that they shall, however, permit and execute such documents as shall be required to effectively abandon the participation by lands within the Subdivision in said Irrigation District, including but not restricted to removal and filling of all irrigation ditches and removal of any and all equipment or appurtenances upon the land used in the transportation or use of irrigation water.

16. The foregoing conditions and limitations are to be construed as covenants running with the land and shall be binding on all persons claiming any part of said land for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clerk and Recorder of Deeds, Natrona County, State of Wyoming. These presents may be extended or amended by majority vote of all lot owners, in writing, subject to compliance with any laws, rules or regulations duly enacted by the State of Wyoming, or its legal subdivisions.

17. Invalidation of any part of the requirements and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED at Casper, Wyoming this 24<sup>th</sup> day of January, 1979.



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MERCO CATERING,  
a Wyoming corporation

ATTEST:

*Harold R. Potts*  
Secretary

By

*Carl Henderson*  
President



TABULAR, INC.,  
a Wyoming corporation

ATTEST:

*Kelene Henderson*  
Secretary

By

*Carl Henderson*  
President

