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).

10/384

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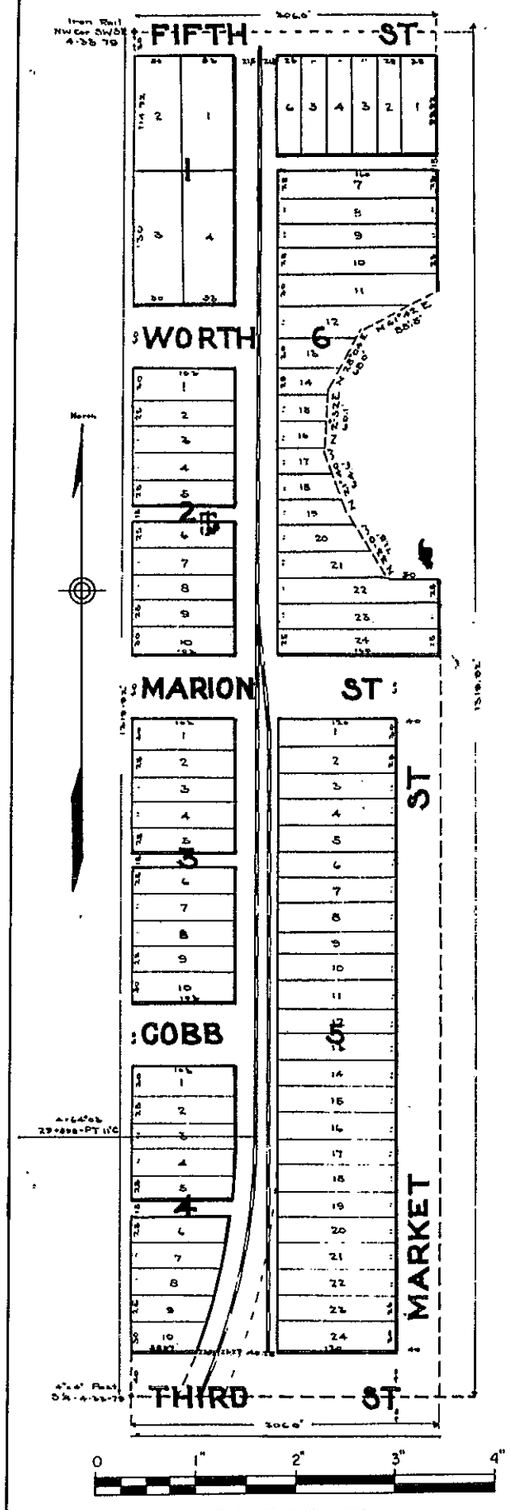

ATLAS REPRODUTION

We, Alfred H Cobb and Carrie L. Cobb husband and wife do hereby certify that we are the present and sole owners of 8.72 acres of land situated in and being a part of the southwest quarter of the southeast quarter (SW¼ SE¼) of Section 4 Township 33 North, Range 79 West of the 6th P.M. Except right of way of C.B. & Q.R.R. Co. which said tract is bounded and described as follows: All that portion of the southwest quarter of the southeast quarter (SW¼ SE¼) of Section 4, Township 33 North, Range 79 West of the 6th P.M situated in Natrona County, State of Wyoming, lying west of a line, said line extending due North and South, parallel to and 140 feet west of the east line of Blocks 9 and 54, Town of Casper, County of Natrona, State of Wyoming as said Blocks are described on plats of said Town of Casper on file with the County Clerk of Natrona County said line extending from the South to the north line of the southwest quarter of the southeast quarter (SW¼ SE¼) of Section 4 Township 33 North, Range 79 West of the 6th P.M. including all of the above described tract except such portions of Lots 2 3, 4, 5, 6 and 8 in said Block 54 as according to the plat extend west of above described line. That the subdivision of said tract of land as the same appears upon this plat is with our free consent and in accordance with our desire and that said subdivision shall be Known as West Central Addition to the Town of Casper, Wyoming

In witness whereof, we have hereunto set our hands this 8 day of September A.D. 1916

Witness Wm. H. Cobb

Alfred H Cobb
Carrie L. Cobb

STATE OF WYOMING }ss
COUNTY OF NATRONA }

I, Chester M. Bryan a Notary Public in and for the County in the State aforesaid do hereby certify that Alfred H. Cobb and Carrie L. Cobb husband and wife personally Known to me to be the persons whose names are subscibed to the foregoing plat and dedication appeared before me this day in person and acknowledged that they signed the same as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and notarial seal this 8th day of Sept. A.D. 1916
My commission expires November 23 1918

Chester M Bryan
Notary Public

STATE OF WYOMING }ss
COUNTY OF NATRONA }

Lester S. Worthington of Casper Wyoming of lawful age and first duly sworn according to law on his oath says: That he is a licensed engineer in the State of Wyoming; that he made the survey of a tract of consisting of 8.72 acres situated in and a part of the southwest quarter of the southeast quarter of Section 4, Township 33 North, Range 79 West of the 6th P.M and bounded and described as follows: All that portion of the southwest quarter of the southeast quarter (SW¼ SE¼) of section 4, Township 33 North, Range 79 West of the 6th P.M situated in Natrona County, State of Wyoming, lying west of a said line extending due North and South, parallel to and distant 140 feet west of the east line of Blocks 9 and 54, Town of Casper, County of Natrona, State of Wyoming as said Blocks are described on plats of said Town of Casper on file with the County Clerk of Natrona County. Said line extending from the south to the north line of the southwest quarter of the southeast quarter (SW¼ SE¼, of Section 4 Township 33 North, Range 79 West of the 6th P.M including all of the above described tract except such portions of Lots 2, 3 4 5, 6 and 8 in said Block 54 as according to the plat extend west of the above described line, at the request of Alfred. H. Cobb and Carrie. L. Cobb owners of said land that he subdivided said land into blocks, lots, streets and alleys as shown by the plat to which this certificate is attached and of which it forms a part and that said plat is a true and correct representation of said survey

Lester S. Worthington
Engineer

Subscribed in my presence and sworn to before me this 13th day of June AD. 1916
My commission expires November 23 1918

Chester M Bryan
Notary Public

WEST CENTRAL ADDITION
to the town of
CASPER, WYOMING

Recorded Dec. 21 1972 at 3:55 o'clock PM
in book 59 of Misc. page 160
No. 135138
Natrona County Clerk

DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS, AND RESTRICTIONS FOR THE CASPER DOWNTOWN NORTHWEST URBAN RENEWAL AREA

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

KNOW ALL MEN BY THESE PRESENTS:

That the Urban Renewal Agency of the City of Casper, Wyoming (hereinafter sometimes referred to as the "Agency"), is the owner of the following described premises situate in the Casper Downtown Northwest Urban Renewal Area (hereinafter sometimes referred to as the "Project Area"), to wit:

Lots 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 29, and 30, Block 1, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, and 32, Block 2, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 3, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Block 4, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 2, 18, 19, 20, 21, and 22, and the east 25 feet of Lot 1, and the south 40 feet of Lot 11, and the south 40 feet of the east 11 feet of Lot 12, Block 5, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 2, 3, 4, 6, 7, 11, 17, 18, 19, 20, 21, 22, and 23, Block 6, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 8, 9, 10, 17, 18, 19, 22, 23, 24, 25, and 35, Block 7, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, and 31, Block 8, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3 and 4, Block 1, West Central Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4, West Central Addition to the City of Casper, Natrona County, Wyoming.

That the Urban Renewal Agency of the City of Casper has established an Urban Renewal Plan for the improvement and development of the Project Area, which plan is recorded in the office of the County Clerk of Natrona County, Wyoming, bearing reception number 127416. Said agency does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots in said Project Area shall be sold and conveyed by it as owner thereof, as follows:

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).

I.

COVENANTS RELATING TO THE USE OF THE LAND

1. Restrictions on Use. The premises may be devoted only to the uses specified in the Urban Renewal Plan.

2. Setback Lines. No building, structure, or appurtenance of any nature shall be located closer than ten feet from the front street line of all streets in the Project Area, except West First Street.

3. Subdivision of Lots. No lot or parcel may be subdivided except as approved in writing by the Board of Commissioners of the Agency.

4. Building Heights. The height of buildings in the Project area shall be not more than four stories above street level.

5. Loading Space. Each building shall be provided with easily accessible off-street loading space as necessary adequately to serve the use contained therein.

6. Maintenance. All of the premises and improvements thereon shall be maintained in good repair and sightly condition.

7. Signs. No signs, billboards, or advertising structures of any character shall be erected, placed, permitted, or maintained on the premises unless the size, form, and number of the same are first approved in writing by the Board of Commissioners of the Agency, and except as is in compliance with Section C-3 of the Urban Renewal Plan related to sign control.

8. Nuisances. No owner shall do or permit to be done any act upon the premises which is, may be, or may become a nuisance. No weeds or other unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, nor shall any substance, thing, or material be kept on any lot that will emit sour or obnoxious odors, or that will cause any noise that will and might disturb the peace, comfort, or serenity of the occupants of surrounding property.

9. Trees. Trees upon the premises may not be destroyed or removed except as approved in writing by the Board of Commissioners of the Agency. In the event such trees are removed without such approval, the Board of Commissioners of the Agency shall require the replanting or replacement of the same, the cost thereof to be borne by the owner of the lot or parcel.

10. Enclosures. All garbage receptacles, coolers, equipment, and storage piles shall be walled in to conceal them from the view of the neighboring lots and streets. Plans for all enclosures of this nature must be approved in writing by the Board of Commissioners of the Agency prior to construction.

11. Covenants and Restrictions to Run With the Land. All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and grantee, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations and servitudes, and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, restrictions, reservations, and servitudes, jointly, separately, and severally. The agreements and covenants shall to the fullest extent permitted by law and equity, be for the benefit of and in favor of and enforceable by, the Agency, its successors and assigns, the City of Casper, and any successor in interest to the property, or any part

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thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan.

12. Remedies for Violations. The Agency and its successors and assigns shall be deemed beneficiaries of the covenants herein contained, and the Agency shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in the Project Area regardless of how he acquired title, until January 1, 1992, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute. The breach of any of the foregoing covenants, conditions, reservations, or restrictions or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any lot or lots or portions of lots, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee whose title thereto or whose grantor's title is, or was acquired by foreclosure or otherwise.

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II.

RESTRICTIONS UPON USE OF PROPERTY

13. Covenant Not to Engage in Unwarranted Discrimination. The owner or occupant of each lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that he will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof.

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).

14. Covenants Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in section 13 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City and any successor in interest to the property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States, against the redeveloper, its successors and assigns and every successor in interest to the property, or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof. The agreements and covenants provided in section 13 hereof shall remain in effect without limitation as to time; Provided, that such agreements and covenants shall be binding on the redeveloper itself, each successor in in interest to the property, and every part thereof, and each party in possession or occupancy, respectively, only for

such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the property or part thereof.

15. Agency and United States Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Agency and its successors and assigns and the United States shall be deemed a beneficiary of the covenant provided in section 13 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in Section 13 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

III.

COVENANTS, CONDITIONS, AND RESTRICTIONS RELATING TO THE CONSTRUCTION OF IMPROVEMENTS IN THE PROJECT AREA

16. Approval of Construction Plans. All plans for buildings and other improvements shall first be approved in writing by the Board of Commissioners of the Agency. Before beginning the construction of any building or other improvement or remodeling, for construction or altering such building or improvement, the person desiring to erect, construct or modify the same shall submit to the Board of Commissioners of the Agency a set of plans and specifications for the building or improvement, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Board of Commissioners of the Agency, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications. No changes or deviations in or from such plans and specifications as approved shall be made without prior written consent of the Board of Commissioners of the Agency.

17. Progress Reports. Subsequent to the conveyance of the property, or any part thereof, to the redeveloper, and until construction of the improvements has been completed, the redeveloper shall make reports in such detail and at such time as may reasonably be requested by the Agency, as to the actual progress of the redeveloper with respect to such construction.

18. Conformance to Plans. The owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor have been approved in writing by the Board of Commissioners of the Agency. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications so approved. Refusal of approval of plans and specifications by the commissioners of the Agency may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Board of Commissioners

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shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. No building or other structure shall be erected which violates any of the covenants herein contained. No building, when completed, may be in any manner occupied until made to comply with the approved plans, the requirements herein, and all of the covenants, conditions, reservations, and restrictions herein set forth.

19. Time for Construction. When the construction of any building is once begun, work thereon must be prosecuted diligently, and must be completed within a reasonable time from the start thereof. Such construction shall in any event be begun within the period specified in the contract with the Agency and be completed within the period specified in the contract.

20. Certificate of Completion. Promptly after completion of the improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the improvements, the Agency shall furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the agreement and in the deed with respect to the obligations of the redeveloper to construct the improvements and the dates for the beginning and completion thereof.

21. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the property or any part thereof to the Redeveloper and prior to completion of the improvements as certified by the Agency

(a) The Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the improvements) after written demand by the Agency so to do; or

(b) The Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do; or

(c) There is, in violation of the Agreement between the Redeveloper and the Agency relating to the purchase of the property, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper.

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then the Agency shall have the right to re-enter and take possession of the property and to terminate (and revest in the Agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this section, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the property, shall revert to the Agency: Provided, That such condition subsequent and any revesting of title as a result thereof in the Agency

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefor as provided in section 20 hereof.

IN WITNESS WHEREOF, the Urban Renewal Agency of the City of Casper has caused these presents to be signed in its name by its Chairman, and its seal affixed, attested by its Secretary-Treasurer, on this _____ day of December, 1972.

THE URBAN RENEWAL AGENCY OF THE CITY OF CASPER

Attest:

Secretary-Treasurer

By _____
Chairman

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Gwardie Banister, Chairman of the Urban Renewal Agency of the City of Casper, this 21 day of December, 1972.

Witness my hand and official seal.

Notary Public

My Commission Expires: [illegible], 1975

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6

RECORDED Jan 2 1973 AT 3:50 O'CLOCK PM
IN BOOK 59 OF Misc. PAGE 200
NO. 135484
JOHN S. TOWN COUNTY CLERK

DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS, AND RESTRICTIONS FOR THE CASPER DOWNTOWN NORTHWEST URBAN RENEWAL AREA

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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).

KNOW ALL MEN BY THESE PRESENTS:

That the Urban Renewal Agency of the City of Casper, Wyoming (hereinafter sometimes referred to as the "Agency"), is the owner of the following described premises situate in the Casper Downtown Northwest Urban Renewal Area (hereinafter sometimes referred to as the "Project Area"), to wit:

Lots 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 29, and 30, Block 1, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, and 32, Block 2, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 3, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Block 4, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 2, 18, 19, 20, 21, and 22, and the east 25 feet of Lot 1, and the south 40 feet of Lot 11, and the south 40 feet of the east 11 feet of Lot 12, Block 5, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 2, 3, 4, 6, 7, 11, 17, 18, 19, 20, 21, 22, and 23, Block 6, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 8, 9, 10, 17, 18, 19, 22, 23, 24, 25, and 35, Block 7, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, and 31, Block 8, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3 and 4, Block 1, West Central Addition to the City of Casper, Natrona County, Wyoming.

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That the Urban Renewal Agency of the City of Casper has established an Urban Renewal Plan for the improvement and development of the Project Area, which plan is recorded in the office of the County Clerk of Natrona County, Wyoming, bearing reception number 127416. Said agency does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots in said Project Area shall be sold and conveyed by it as owner thereof, as follows:

I.

COVENANTS RELATING TO THE USE OF THE LAND

1. Restrictions on Use. The premises may be devoted only to the uses specified in the Urban Renewal Plan.

2. Setback Lines. No building, structure, or appurtenance of any nature shall be located closer than ten feet from the front street line of all streets in the Project Area, except West First Street.

3. Subdivision of Lots. No lot or parcel may be subdivided except as approved in writing by the Board of Commissioners of the Agency.

4. Building Heights. The height of buildings in the Project area shall be not more than four stories above street level.

5. Loading Space. Each building shall be provided with easily accessible off-street loading space as necessary adequately to serve the use contained therein.

6. Maintenance. All of the premises and improvements thereon shall be maintained in good repair and sightly condition.

7. Signs. No signs, billboards, or advertising structures of any character shall be erected, placed, permitted, or maintained on the premises unless the size, form, and number of the same are first approved in writing by the Board of Commissioners of the Agency, and except as is in compliance with Section C-3 of the Urban Renewal Plan related to sign control.

8. Nuisances. No owner shall do or permit to be done any act upon the premises which is, may be, or may become a nuisance. No weeds or other unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, nor shall any substance, thing, or material be kept on any lot that will emit sour or obnoxious odors, or that will cause any noise that will and might disturb the peace, comfort, or serenity of the occupants of surrounding property.

9. Trees. Trees upon the premises may not be destroyed or removed except as approved in writing by the Board of Commissioners of the Agency. In the event such trees are removed without such approval, the Board of Commissioners of the Agency shall require the replanting or replacement of the same, the cost thereof to be borne by the owner of the lot or parcel.

10. Enclosures. All garbage receptacles, coolers, equipment, and storage piles shall be walled in to conceal them from the view of the neighboring lots and streets. Plans for all enclosures of this nature must be approved in writing by the Board of Commissioners of the Agency prior to construction.

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thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan.

12. Remedies for Violations. The Agency and its successors and assigns shall be deemed beneficiaries of the covenants herein contained, and the Agency shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in the Project Area regardless of how he acquired title, until January 1, 1992, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute. The breach of any of the foregoing covenants, conditions, reservations, or restrictions or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any lot or lots or portions of lots, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee whose title thereto or whose grantor's title is, or was acquired by foreclosure or otherwise.

II.

RESTRICTIONS UPON USE OF PROPERTY

13. Covenant Not to Engage in Unwarranted Discrimination. The owner or occupant of each lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that he will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof.

14. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in section 13 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City and any successor in interest to the property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States, against the redeveloper, its successors and assigns and every successor in interest to the property, or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof. The agreements and covenants provided in section 13 hereof shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding on the redeveloper itself, each successor in in interest to the property, and every part thereof, and each party in possession or occupancy, respectively, only for

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such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the property or part thereof.

15. Agency and United States Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Agency and its successors and assigns and the United States shall be deemed a beneficiary of the covenant provided in section 13 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in Section 13 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

III.

COVENANTS, CONDITIONS, AND RESTRICTIONS RELATING TO THE CONSTRUCTION OF IMPROVEMENTS IN THE PROJECT AREA

16. Approval of Construction Plans. All plans for buildings and other improvements shall first be approved in writing by the Board of Commissioners of the Agency. Before beginning the construction of any building or other improvement or remodeling, reconstruction or altering such building or improvement, the person desiring to erect, construct or modify the same shall submit to the Board of Commissioners of the Agency a set of plans and specifications for the building or improvement, so desired to be erected, construction, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Board of Commissioners of the Agency, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications. No changes or deviations in or from such plans and specifications as approved shall be made without prior written consent of the Board of Commissioners of the Agency.

17. Progress Reports. Subsequent to the conveyance of the property, or any part thereof, to the redeveloper, and until construction of the improvements has been completed, the redeveloper shall make reports in such detail and at such time as may reasonably be requested by the Agency, as to the actual progress of the redeveloper with respect to such construction.

18. Conformance to Plans. The owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor have been approved in writing by the Board of Commissioners of the Agency. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications so approved. Refusal of approval of plans and specifications by the commissioners of the Agency may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Board of Commissioners

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shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. No building or other structure shall be erected which violates any of the covenants herein contained. No building, when completed, may be in any manner occupied until made to comply with the approved plans, the requirements herein, and all of the covenants, conditions, reservations, and restrictions herein set forth.

19. Time for Construction. When the construction of any building is once begun, work thereon must be prosecuted diligently, and must be completed within a reasonable time from the start thereof. Such construction shall in any event be begun within the period specified in the contract with the Agency and be completed within the period specified in the contract.

20. Certificate of Completion. Promptly after completion of the improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the improvements, the Agency shall furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the agreement and in the deed with respect to the obligations of the redeveloper to construct the improvements and the dates for the beginning and completion thereof.

21. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the property or any part thereof to the Redeveloper and prior to completion of the improvements as certified by the Agency

(a) The Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the improvements) after written demand by the Agency so to do; or

(b) The Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do; or

(c) There is, in violation of the Agreement between the Redeveloper and the Agency relating to the purchase of the property, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper.

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then the Agency shall have the right to re-enter and take possession of the property and to terminate (and revest in the Agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this section, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the property, shall revert to the Agency: Provided, That such condition subsequent and any revesting of title as a result thereof in the Agency

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefor as provided in section 20, hereof.

IN WITNESS WHEREOF, the Urban Renewal Agency of the City of Casper has caused these presents to be signed in its name by its Chairman, and its seal affixed, attested by its Secretary-Treasurer, on this 21 day of December, 1972.

THE URBAN RENEWAL AGENCY OF THE CITY OF CASPER

Attest:

Secretary-Treasurer

By Chairman

SEAL

ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by [illegible], Chairman of the Urban Renewal Agency of Casper, this 21 day of December, 1972.

Witness my hand and official seal.

Notary Public

My Commission Expires: [illegible], 1975

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6

RECORDED Mar 19 1975 AT 2:50 O'CLOCK PM
IN BOOK 63 OF Misc. PAGE 161
NO. 167727 COUNTY CLERK

DECLARATION AND ESTABLISHMENT OF CONDITIONS,

RESERVATIONS, AND RESTRICTIONS FOR THE

CASPER DOWNTOWN NORTHWEST URBAN RENEWAL AREA

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

KNOW ALL MEN BY THESE PRESENTS:

That the Urban Renewal Agency of the City of Casper, Wyoming (hereinafter sometimes referred to as the "Agency"), is the owner of the following described premises situate in the Casper Downtown Northwest Urban Renewal Area (hereinafter sometimes referred to as the "Project Area"), to wit:

Lots 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 29, 30, and 31, Block 1, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 2, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 3, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Block 4, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 2, 3, 11, 12, 13, 18, 19, 20, 21, and 22, and the east 25 feet of Lot 1, Block 5, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 11, 17, 18, 19, 20, 21, 22, and 23, Block 6, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 18, 19, 22, 23, 24, 25, and 35, Block 7, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, and 31, Block 8, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, and 4, Block 1, West Central Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4, West Central Addition to the City of Casper, Natrona County, Wyoming.

That the Urban Renewal Agency of the City of Casper has established an Urban Renewal Plan for the improvement and development of the Project Area, which plan is recorded in the office of the County Clerk of Natrona County, Wyoming, bearing reception Number 127416. Said Agency does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots in said Project Area shall be sold and conveyed by it as owner thereof, as follows:

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).

I.

COVENANTS RELATING TO THE USE OF THE LAND

1. Restrictions on Use. The premises may be devoted only to the uses specified in the Urban Renewal Plan.

2. Setback Lines. No building, structure, or appurtenance of any nature shall be located closer than ten feet from the front street line of all streets in the Project Area, except West First Street.

3. Subdivision of Lots. No lot or parcel may be subdivided except as approved in writing by the Board of Commissioners of the Agency.

4. Building Heights. The height of buildings in the Project area shall be not more than four stories above street level.

5. Loading Space. Each building shall be provided with easily accessible off-street loading space as necessary adequately to serve the use contained therein.

6. Maintenance. All of the premises and improvements thereon shall be maintained in good repair and sightly condition.

7. Signs. No signs, billboards, or advertising structures of any character shall be erected, placed, permitted, or maintained on the premises unless the size, form, and number of the same are first approved in writing by the Board of Commissioners of the Agency, and except as is in compliance with Section C-3 of the Urban Renewal Plan related to sign control.

8. Nuisances. No owner shall do or permit to be done any act upon the premises which is, may be, or may become a nuisance. No weeds or other unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, nor shall any substance, thing, or material be kept on any lot that will emit sour or obnoxious odors, or that will cause any noise that will and might disturb the peace, comfort, or serenity of the occupants of surrounding property.

9. Trees. Trees upon the premises may not be destroyed or removed except as approved in writing by the Board of Commissioners of the Agency. In the event such trees are removed without such approval, the Board of Commissioners of the Agency shall require the replanting or replacement of the same, the cost thereof to be borne by the owner of the lot or parcel.

10. Enclosures. All garbage receptacles, coolers, equipment, and storage piles shall be walled in to conceal them from the view of the neighboring [illegible] streets. Plans for all enclosures of this nature must be approved in writing by the Board of Commissioners of the Agency prior to construction.

11. Covenants and Restrictions to Run With the Land. All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and grantee, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations and servitudes, and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, restrictions, reservations, and servitudes, jointly, separately, and severally. The agreements and covenants shall to the fullest extent permitted by law and equity, be for the benefit of and in favor of and enforceable by, the Agency, its successors and assigns, the City of Casper, and any successor in interest to the property, or any part

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thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan.

12. Remedies for Violations. The Agency and its successors and assigns shall be deemed beneficiaries of the covenants herein contained, and the Agency shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in the Project Area regardless of how he acquired title, until January 1, 1992, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute. The breach of any of the foregoing covenants, conditions, reservations, or restrictions or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any lot or lots or portions of lots, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee whose title thereto or whose grantor's title is, or was acquired by foreclosure or otherwise.

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).

II.

RESTRICTIONS UPON USE OF PROPERTY

13. Covenant Not to Engage in Unwarranted Discrimination. The owner or occupant of each lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that he will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof.

14. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in section 13 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City and any successor in interest to the property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States, against the redeveloper, its successors and assigns and every successor in interest to the property, or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof. The agreements and covenants provided in section 13 hereof shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding on the redeveloper itself, each successor in in interest to the property, and every part thereof, and each party in possession or occupancy, respectively, only for

such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the property or part thereof.

15. Agency and United States Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Agency and its successors and assigns and the United States shall be deemed a beneficiary of the covenant provided in section 13 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in Section 13 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

III.

COVENANTS, CONDITIONS, AND RESTRICTIONS RELATING TO THE CONSTRUCTION OF IMPROVEMENTS IN THE PROJECT AREA

16. Approval of Construction Plans. All plans for buildings and other improvements shall first be approved in writing by the Board of Commissioners of the Agency. Before beginning the construction of any building or other improvement or remodeling, reconstruction or altering such building or improvement, the person desiring to erect, construct or modify the same shall submit to the Board of Commissioners of the Agency a set of plans and specifications for the building or improvement, so desired to be erected, construction, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Board of Commissioners of the Agency, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications. No changes or deviations in or from such plans and specifications as approved shall be made without prior written consent of the Board of Commissioners of the Agency.

17. Progress Reports. Subsequent to the conveyance of the property, or any part thereof, to the redeveloper, and until construction of the improvements has been completed, the redeveloper shall make reports in such detail and at such time as may reasonably be requested by the Agency, as to the actual progress of the redeveloper with respect to such construction.

18. Conformity to Plans. The owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor have been approved in writing by the Board of Commissioners of the Agency. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications so approved. Refusal of approval of plans and specifications by the commissioners of the Agency may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Board of Commissioners

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shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. No building or other structure shall be erected which violates any of the covenants herein contained. No building, when completed, may be in any manner occupied until made to comply with the approved plans, the requirements herein, and all of the covenants, conditions, reservations, and restrictions herein set forth.

19. Time for Construction. When the construction of any building is once begun, work thereon must be prosecuted diligently, and must be completed within a reasonable time from the start thereof. Such construction shall in any event be begun within the period specified in the contract with the Agency and be completed within the period specified in the contract.

20. Certificate of Completion. Promptly after completion of the improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the improvements, the Agency shall furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the agreement and in the deed with respect to the obligations of the Redeveloper to construct the improvements and the dates for the beginning and completion thereof.

21. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the property or any part thereof to the Redeveloper and prior to completion of the improvements as certified by the Agency

(a) The Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the improvements) after written demand by the Agency so to do; or

(b) The Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do; or

(c) There is, in violation of the Agreement between the Redeveloper and the Agency relating to the purchase of the property, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper.

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then the Agency shall have the right to re-enter and take possession of the property and to terminate (and revest in the Agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this section, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the property, shall revert to the Agency: Provided, That such condition subsequent and any revesting of title as a result thereof in the Agency

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefor as provided in section 20 hereof.

IN WITNESS WHEREOF, the Urban Renewal Agency of the City of Casper has caused these presents to be signed in its name by its Chairman, and its seal affixed, attested by its Secretary-Treasurer, on this 13 day of March, 1975.

THE URBAN RENEWAL AGENCY OF THE CITY OF CASPER

Attest:

Secretary-Treasurer

By Chairman

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by [illegible], Chairman of the Urban Renewal Agency of the City of Casper, this 13 day of March, 1975.

Witness my hand and official seal.

(SEAL)

Commission expires December 14, 1975

Notary Public

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RECORDED May 12 19 76 AT 3:42 O'CLOCK PM
IN BOOK 65... OF MISC. PAGE 473
NO 190076 JOHN J. LOHN COUNTY CLERK

DECLARATION AND ESTABLISHMENT OF CONDITIONS,

RESERVATIONS, AND RESTRICTIONS FOR THE

CASPER DOWNTOWN NORTHWEST URBAN RENEWAL AREA

KNOW ALL MEN BY THESE PRESENTS:

That the Urban Renewal Agency of the City of Casper, Wyoming (hereinafter sometimes referred to as the "Agency"), is the owner of the following described premises situate in the Casper Downtown Northwest Urban Renewal Area (hereinafter sometimes referred to as the "Project Area"), to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 29, 30, 31, and 32, Block 1, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 2, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 3, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Block 4, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 2, 3, 11, 12, 13, 18, 19, 20, 21, and 22, and the east 25 feet of Lot 1, Block 5, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 11, 17, 18, 19, 20, 21, 22, and 23, Block 6, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 18, 19, 22, 23, 24, 25, and 35, Block 7, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, and 31, Block 8, Midwest Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, and 4, Block 1, West Central Addition to the City of Casper, Natrona County, Wyoming.

Lots 6, 7, 8, 9 and 10, Block 3, West Central Addition to the City of Casper, Natrona County, Wyoming.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4, West Central Addition to the City of Casper, Natrona County, Wyoming.

The East 37 feet of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 2, West Central Addition to the City of Casper and the East 37 feet of the 15 foot wide alley between Lots 5 and 6, West Central Addition to the City of Casper, Natrona County, Wyoming.

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474

A parcel of land in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Section 4 and the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), Section 9, Township 33 North, Range 79 West, Sixth Principal Meridian, West Central Addition to the City of Casper, Natrona County, Wyoming, and being more particularly described as follows:

The point of beginning is on the North line of said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Section 4 and lies East, 103.00 feet from the Northwest corner of said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Section 4.

From said point of beginning, proceed South along the East lines and the East lines projected of Blocks 1, 2, 3 and portion of Block 4 of said West Central Addition a distance of 1,091.51 feet to the point of tangency of a chord defined curve to the right having a radius of 500.17 feet; thence in a Southerly direction around the arc of said curve a distance of 193.66 feet to a point on the North line of West First Street, said point being East 65.97 feet from the Southwest corner of Block 4 of said West Central Addition; thence continuing in a Southerly direction and around the arc of said curve a distance of 90.19 feet to a point on the South line of West First Street at the Northeast corner of Block 178, Casper Addition; thence East along the South line of West First Street, a distance of 50.20 feet to a point; thence in a Northerly direction around the arc of a chord defined curve to the left having a radius of 543.17 feet a distance of 88.37 feet to a point on the North line of West First Street; thence East along the North line of West First Street, a distance of 33.89 feet to the Southwest corner of Block 5 of said West Central Addition; thence North along the West lines and West lines projected of Blocks 5 and 6 of said West Central Addition, a distance of 1,280.37 feet to a point on the North line of said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Section 4; thence West along the North line of said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Section 4 a distance of 43.00 feet to the point of beginning.

The parcel herein described contains 1.404 acres, more or less.

That the Urban Renewal Agency of the City of Casper has established an Urban Renewal Plan for the improvement and development of the Project Area, which plan is recorded in the office of the County Clerk of Natrona County, Wyoming, bearing reception Number 167880. Said Agency does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots in said Project Area shall be sold and conveyed by it as owner thereof, as follows:

I.

COVENANTS RELATING TO THE USE OF THE LAND 475

1. Restrictions on Use. The premises may be devoted only to the uses specified in the Urban Renewal Plan.

2. Setback Lines. No building, structure, or appurtenance of any nature shall be located closer than ten feet from the front street line of all streets in the Project Area, except West First Street.

3. Subdivision of Lots. No lot or parcel may be subdivided except as approved in writing by the Board of Commissioners of the Agency.

4. Building Heights. The height of buildings in the Project area shall be not more than four stories above street level.

5. Loading Space. Each building shall be provided with easily accessible off-street loading space as necessary adequately to serve the use contained therein.

6. Maintenance. All of the premises and improvements thereon shall be maintained in good repair and sightly condition.

7. Signs. No signs, billboards, or advertising structures of any character shall be erected, placed, permitted, or maintained on the premises unless the size, form, and number of the same are first approved in writing by the Board of Commissioners of the Agency, and except as is in compliance with Section C-3 of the Urban Renewal Plan related to sign control.

8. Nuisances. No owner shall do or permit to be done any act upon the premises which is, may be, or may become a nuisance. No weeds or other unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, nor shall any substance, thing, or material be kept on any lot that will emit sour or obnoxious odors, or that will cause any noise that will and might disturb the peace, comfort, or serenity of the occupants of surrounding property.

9. Trees. Trees upon the premises may not be destroyed or removed except as approved in writing by the Board of Commissioners of the Agency. In the event such trees are removed without such approval, the Board of Commissioners of the Agency shall require the replanting or replacement of the same, the cost thereof to be borne by the owner of the lot or parcel.

10. Enclosures. All garbage receptacles, coolers, equipment, and storage piles shall be walled in to conceal them from the view of the neighboring lots and streets. Plans for all enclosures of this nature must be approved in writing by the Board of Commissioners of the Agency prior to construction.

11. Covenants and Restrictions to Run With the Land. All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and grantee, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations and servitudes, and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covanants, restrictions, reservations, and servitudes, jointly, separately, and severally. The agreements and covenants shall to the fullest extent permitted by law and equity, be for the benefit of and in favor of and enforceable by, the Agency, its successors and assigns, the City of Casper, and any successor in interest to the property, or any part

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thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan.

12. Remedies for Violations. The Agency and its successors and assigns shall be deemed beneficiaries of the covenants herein contained, and the Agency shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in the Project Area regardless of how he acquired title, until January 1, 1992, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute. The breach of any of the foregoing covenants, conditions, reservations, or restrictions or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any lot or lots or portions of lots, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee whose title thereto or whose grantor's title is, or was acquired by foreclosure or otherwise.

II.

RESTRICTIONS UPON USE OF PROPERTY

13. Covenant Not to Engage in Unwarranted Discrimination. The owner or occupant of each lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that he will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof.

14. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in section 13 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City and any successor in interest to the property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States, against the redeveloper, its successors and assigns and every successor in interest to the property, or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof. The agreements and covenants provided in section 13 hereof shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding on the redeveloper itself, each successor in in interest to the property, and every part thereof, and each party in possession or occupancy, respectively, only for

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such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the property or part thereof.

15. Agency and United States Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Agency and its successors and assigns and the United States shall be deemed a beneficiary of the covenant provided in section 13 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in Section 13 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

III.

COVENANTS, CONDITIONS, AND RESTRICTIONS RELATING TO THE CONSTRUCTION OF IMPROVEMENTS IN THE PROJECT AREA

16. Approval of Construction Plans. All plans for buildings and other improvements shall first be approved in writing by the Board of Commissioners of the Agency. Before beginning the construction of any building or other improvement or remodeling, reconstruction or altering such building or improvement, the person desiring to erect, construct or modify the same shall submit to the Board of Commissioners of the Agency a set of plans and specifications for the building or improvement, so desired to be erected, construction, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Board of Commissioners of the Agency, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications. No changes or deviations in or from such plans and specifications as approved shall be made without prior written consent of the Board of Commissioners of the Agency.

17. Progress Reports. Subsequent to the conveyance of the property, or any part thereof, to the redeveloper, and until construction of the improvements has been completed, the redeveloper shall make reports in such detail and at such time as may reasonably be requested by the Agency, as to the actual progress of the redeveloper with respect to such construction.

18. Conformance to Plans. The owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor have been approved in writing by the Board of Commissioners of the Agency. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications so approved. Refusal of approval of plans and specifications by the commissioners of the Agency may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Board of Commissioners

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shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. No building or other structure shall be erected which violates any of the covenants herein contained. No building, when completed, may be in any manner occupied until made to comply with the approved plans, the requirements herein, and all of the covenants, conditions, reservations, and restrictions herein set forth.

19. Time for Construction. When the construction of any building is once begun, work thereon must be prosecuted diligently, and must be completed within a reasonable time from the start thereof. Such construction shall in any event be begun within the period specified in the contract with the Agency and be completed within the period specified in the contract.

20. Certificate of Completion. Promptly after completion of the improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the improvements, the Agency shall furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the agreement and in the deed with respect to the obligations of the redeveloper to construct the improvements and the dates for the beginning and completion thereof.

21. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the property or any part thereof to the Redeveloper and prior to completion of the improvements as certified by the Agency

(a) The Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the improvements) after written demand by the Agency so to do; or

(b) The Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do; or

(c) There is, in violation of the Agreement between the Redeveloper and the Agency relating to the purchase of the property, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper.

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then the Agency shall have the right to re-enter and take possession of the property and to terminate (and revest in the Agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this section, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the property, shall revert to the Agency: Provided, That such condition subsequent and any revesting of title as a result thereof in the Agency

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefor as provided in section 20 hereof.

IN WITNESS WHEREOF, the Urban Renewal Agency of the City of Casper has caused these presents to be signed in its name by its Chairman, and its seal affixed, attested by its Secretary-Treasurer, on this 12th day of May, 1976.

THE URBAN RENEWAL AGENCY OF THE CITY OF CASPER

Attest:

By Charles K. Wolz
Chairman

Secretary-Treasurer

ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Charles K. Wolz, Chairman of the Urban Renewal Agency of the City of Casper this 12th day of May, 1975.

Witness my hand and official seal.

My Commission expires December 10, 1979

Notary Public

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