

**COVENANTS AND RESTRICTIONS
AFFECTING LAND**

THIS AGREEMENT is made as of the 3rd day of SEPTEMBER, 2009, between Mesa Development, Inc., a Wyoming corporation, Mesa Villa, LLC, a Wyoming Limited Liability Company, ("MESA") and Natrona County School District No. 1 ("NCSD").

WITNESSETH:

WHEREAS, Mesa Development, Inc. is the owner of the affected portions of Mesa Addition No. 5 and Mesa Addition No. 6 to the City of Casper, Natrona County, Wyoming, and

WHEREAS, NCSD is the owner of Lot 4, Mesa Addition No. 6 to the City of Casper, Natrona County, Wyoming; and

WHEREAS, Pursuant to the Exchange Agreement between Mesa Development, Inc. and NCSD for the exchange of certain properties, Mesa Development, Inc. agreed to certain covenants, conditions and restrictions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, MESA and NCSD do hereby agree as follows:

1. **Use of Lots in Mesa Addition No. 5 and Mesa Addition No. 6.** No part Mesa Addition No. 5 or Mesa Addition No. 6 that is within 500 feet of Lot 4, Mesa Addition No. 6 shall be used for any business whose primary purpose is to conduct business as a bar, lounge or package liquor store. This use restriction shall not apply to a business for which alcohol sales are not its primary purpose, such as a supermarket or general merchandiser in which the sale of package liquor is ancillary to its operation, or a restaurant, in which on-premise consumption of alcoholic beverages in a bar-type setting is also ancillary to its primary purpose of selling food. Examples of these exceptions would include, but not be limited to, WalMart, Sam's Club, Target, Costco, Applebee's or Chili's. In no event would a drive-up window be allowed for the purpose of purchasing alcoholic beverages for off-premise consumption.

The covenants and restrictions referred to in this paragraph are intended to burden those portions of Mesa Addition No. 5 and Mesa Addition No. 6 which are within 500 feet of said Lot 4, and to benefit Lot 4, Mesa Addition No. 6.

2. **Eminent Domain.** Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract giving the public or any government any rights in the Lots in Mesa Addition No. 6 affected by these Covenants and Restrictions. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of any Lot, the award attributable to the land and improvements of such Lot shall be payable only to the owner thereof.



3. **Rights and Obligations of Lenders.** Any holder of a first lien on any portion of the Lots, affected by these Covenants and Restrictions and any assignee or successor in interest of such first lien holder, shall be subject to the terms and conditions of this Agreement.

4. **Release From Liability.** Any person acquiring fee or leasehold title to any portion of the Lots shall be bound by this Agreement only as to the Lot or portion of a Lot acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Lot or portion of the Lot, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

5. **Breach.** In the event of breach or threatened breach of this Agreement, only NCSD shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach.

6. **Rights of Successors.** The restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

7. **Duration.** Unless otherwise specified herein or canceled or terminated, all of the verifications, benefits and obligations set forth in this Agreement shall continue until such time as Lot 4 is no longer used by NCSD or its successors in interest for a school or for school purposes.

8. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document, nor in any way affect the terms and provisions hereof.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

10. **Transfer of Interests; Notices.**

10.1 **Transfer of Interests.** In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any tract subject to this Agreement, or any portion thereof, the Acquiring Party shall execute and file in the land records of Natrona County, Wyoming, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this Agreement, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Natrona County, Wyoming (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section 10.1, it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give

any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section 10.1 regarding the recordation of the Notice Statement are satisfied with respect to NCSD and MESA.

10.2 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery services, addressed as follows:

Mesa Development, Inc.
Mesa Villa, LLC

: Randall S. Hall
550 North Poplar
Casper, WY 82601

With a copy to:

: Keith P. Tyler
Attorney at Law
P.O. Box 2671
Casper, WY 82602

NCSD

: Natrona County School District #1
Attention: Mark Antrim
970 North Glenn Road
Casper, WY 82601

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in any Lot, said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the office of the Natrona County, Wyoming, County Clerk. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the Office of the Natrona County Clerk. Until such time as the notice of change is effective pursuant to the items of this Section 10 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

MESA DEVELOPMENT, INC.

NATRONA COUNTY SCHOOL DISTRICT NO. 1

By: 

President

By: 

CONSENT AND SUBORDINATION TO COVENANTS AND RESTRICTIONS

As a mortgage holder to portions of Mesa Addition No. 5 and Mesa Addition No. 6 to the City of Casper, Natrona County, Wyoming, evidenced by that certain mortgage dated the 1st day of April, 2008, recorded in the office of the Natrona County Clerk as Instrument No. 841612 on the 15th day of April, 2008, (the "Mortgage"), the undersigned, Trustees of the Boyd D. Hall Revocable Trust dated March 6, 1983, hereby consent to the Covenants and Restrictions in this document and hereby intentionally and unconditionally waive, relinquish and subordinate the lien or charge of the Mortgage in favor of the Covenants and Restrictions set forth in this document upon the land subject to the Mortgage within Five Hundred (500) feet of Lot 4, Mesa Addition No. 6 to the City of Casper, Natrona County, Wyoming, in favor of the Covenants and Restrictions set forth in this document so that said Covenants and Restrictions are prior and superior to the lien or charge of the Mortgage and understand that in reliance upon, and in consideration of this waiver, relinquishment and subordinations, NCSD is entering into the above agreement for the Covenants and Restrictions.

THE BOYD D. HALL REVOCABLE TRUST DATED
MARCH 6, 1983

By: Boyd D. Hall
Boyd D. Hall, Trustee

By: Wanda L. Hall
Wanda L. Hall, Trustee

STATE OF WYOMING)
) s.s.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 3 day of September 2009, by Randall S. Hall, President, of Mesa Development, Inc., a Wyoming corporation.

Witness my hand and official seal.

[SEAL]



Julianne E. Braunberger
Notary Public

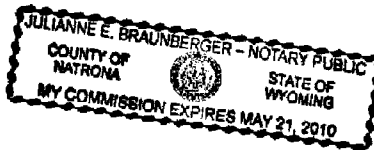
My Commission expires:

STATE OF WYOMING)
) s.s.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 3 day of September 2009, by Mark Antrim, the Assoc. Superintendent of Natrona County School District No. 1.

Witness my hand and official seal.

[SEAL]



Julianne Braunberger
Notary Public

My Commission expires:

STATE OF WYOMING)
) s.s.
COUNTY OF NATRONA)

The above and foregoing instrument was acknowledged before me this 3RD day of SEPTEMBER, 2008, by Boyd D. Hall and Wanda L. Hall, Trustees of The Boyd D. Hall Revocable Trust dated March 6, 1983.

Witness my hand and official seal.

[SEAL]

Stuart D. Atmip
Notary Public

My Commission expires:

