

443586

COVENANT RESTRICTING USE OF LANDS

WHEREAS, the undersigned, OLUF P. GREGERSEN, JR. and JANICE C. GREGERSEN, husband and wife, residing at Gillette, Wyoming (hereafter "OWNERS"), own parts of the following described lands situate in the County of Campbell, State of Wyoming, to-wit:

Township 49 North, Range 72 West, 6th P.M.

Section 5: W $\frac{1}{2}$ NW $\frac{1}{4}$

Section 6: NE $\frac{1}{4}$

The parts of said above-described lands which are owned and held by OWNERS are hereinafter called THE PROPERTY; and

WHEREAS, The Carter Oil Company, a Delaware corporation qualified to do business in the State of Wyoming, having an address of Post Office Box 2180, Houston, Texas 77001, hereinafter called "CARTER," is the owner of real property in the vicinity of THE PROPERTY and has entered into a contemporaneous agreement with the OWNERS for the orderly development of THE PROPERTY and surrounding lands to the benefit and advantage of the OWNERS and CARTER and the grantees of OWNERS and CARTER; and

WHEREAS, pursuant to the above-mentioned development plan CARTER is, among other things, purchasing a tract of land from the OWNERS to be used as a public road; and

WHEREAS, the OWNERS and CARTER have mutually agreed to a restrictive covenant affecting THE PROPERTY;

NOW, THEREFORE, as additional consideration for the purchase of land from OWNERS by CARTER and of the other agreements by CARTER with OWNERS made contemporaneously and in consideration of the benefit and advantage which will accrue to OWNERS and CARTER and their respective grantees, it is agreed that the following restrictive covenant shall be a covenant running with THE PROPERTY and shall be enforceable by CARTER, its successors and assigns, and by the successors and assigns of OWNERS, to-wit:

STATE OF WYOMING
 Campbell County
 Filed for record this 21st day of AUG A. D. 1978 at 2:44 o'clock P. M. and recorded in Book 433
 of Photos on page 571 Fees \$ 6.00
 By Sivan E. Addison Deputy
 County Clerk and Ex-Officio Register of Deeds
 RECORDED
 ABSTRACTED
 INDEXED
 CHECKED

That for and during a period of fifty (50) years following the date of execution of this instrument below shown, no part of THE PROPERTY which lies within 100 yards of the property center line (north of the south bank of Donkey Creek) of the property being conveyed by OWNERS to CARTER, said property being more particularly described in that certain Warranty Deed dated 27th day of June, 1978 between OWNERS as Grantors and The Carter Oil Company as Grantee, or within 50 yards of the common boundary line of THE PROPERTY and any property owned by The Carter Oil Company on the date of execution of this covenant shall be used as or for commercial or industrial purposes.

To effectuate the purposes hereof, the OWNERS hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF, this instrument has been duly executed under date of June 27, 1978

Oluf P. Gregersen, Jr.
OLUF P. GREGERSON, JR.

Janice C. Gregersen
JANICE C. GREGERSEN

STATE OF WYOMING)
COUNTY OF Campbell) SS.

The foregoing instrument was acknowledged before me by OLUF P. GREGERSEN, JR. and JANICE C. GREGERSEN, his wife, this 22 day of June, 1978.

WITNESS my hand and official seal.

Douglas P. Fuller
Notary Public

My Commission expires:

DOUGLAS P. FULLER - Notary Public
County of _____ State of _____
Natrona Wyoming
My Commission Expires Sept. 30, 1978