

491199 DECLARATION OF COVENANTS
BOOK 457 PAGE 0603
RECORDED 10/27/2004 AT 01:30 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION, made this day by and between the following parties, **MARCELLA A. BEHLES, TRUSTEE OF THE JOHN L. BEHLES TRUST UNDER AGREEMENT DATED SEPTEMBER 9, 1999, and MARCELLA A. BEHLES, TRUSTEE OF THE MARCELLA A. BEHLES TRUST UNDER AGREEMENT DATED SEPTEMBER 9, 1999**, hereinafter collectively called the Subdivider; and the City of Sheridan, Wyoming,, hereinafter referred to as the City.

WHEREAS, Subdivider, is the owner of the following-described parcel of real property situate in the City of Sheridan, Sheridan County, Wyoming, to-wit:

Lot 7, Block 1 of the Replat of Sugarland South, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats at page 321.

AND WHEREAS, Subdivider wishes to re-subdivide the above described property into two (2) parcels which will be known as Lots 7A and 7B of the Behles Minor Subdivision to the City of Sheridan, Wyoming;

AND WHEREAS, the Zoning Ordinance of the City of Sheridan Wyoming requires that Lots 7A and 7B of the Behles Minor Subdivision each have a certain number of parking spaces available for the customers of the business which are located on those lots;

AND WHEREAS, there is not enough room on Lot 7B to provide the required number of parking spaces for the building which is on that lot;

AND WHEREAS, Lot 7A has enough room for all of the parking spaces required for the building which is on that lot and also enough additional parking spaces to provide for the deficiency in parking spaces on Lot 7B;

AND WHEREAS, Subdivider and the City have agreed that Lot 7B's deficiency in parking spaces can be made up by using parking spaces on Lot 7A, provided that such arrangement is permanent and properly documented;

AND WHEREAS, the purpose of this Restrictive Covenant is to properly document that arrangement and make it permanent;

AND WHEREAS, the City of Sheridan, Wyoming, has the authority to enter into this Agreement and is required to secure from the Parties necessary assurances that the Parties will, for the purpose of meeting the minimum parking space requirement in the City of Sheridan's Zoning Ordinance, restrict the use of Lot 7A of the Behles Minor Subdivision so that the owner of Lot 7A must provide the use of three (3) parking spaces for the use of Lot 7B and that such permission will not be withdrawn without the express and written consent of the City of Sheridan, Wyoming;

AND WHEREAS, the City of Sheridan, Wyoming, has, by resolution of the City Council, approved this Restrictive Covenant as a condition of approving the plat of the Behles Minor Subdivision;

NOW, THEREFORE IT IS EXPRESSLY AGREED by Subdivider that in consideration of the City of Sheridan, Wyoming, permitting the creation of the Behles Minor Subdivision and approving the plat of said minor subdivision which would otherwise violate the minimum parking space requirement of the Zoning Ordinance, the Subdivider imposes a restrictive covenant on Lot 7A. For the purpose of meeting the minimum parking space requirement of the City of Sheridan Zoning Ordinance, it is expressly understood that three (3) parking spaces on the southwest side of Lot 7A of the Behles Minor Subdivision shall be reserved for the use of owner and tenant of Lot B, their customers and invitees and that the permission for the use of such parking spaces shall not be withdrawn or limited except with the written permission of the City of Sheridan, Wyoming.

ALSO, IT IS EXPRESSLY AGREED that the owners and occupants of Lots 7A and 7B shall each have the right of ingress and egress across the parking lot of the other for normal commercial use by their customers, employees and invitees and each hereby grants to the other an easement for the same, such right to include the right for trucks unloading into either building to park on the lot of the other. Each of the owners hereby agrees to indemnify, save and hold the other harmless from any liability arising out of the death, personal injury or property damage occurring during the course of the respective owner's use of said right of ingress and egress, including any use by the respective owner's customer, employees and invitees.

ALSO, IT IS EXPRESSLY AGREED that such Restrictive Covenant is for the benefit of the City and any current or future owner of Lot 7B of the Behles Minor Subdivision, their heirs and assigns in perpetuity.

ALSO, IT IS EXPRESSLY AGREED to by the Parties hereto, that this Restrictive Covenant runs in perpetuity, unless removed with the permission of the City of Sheridan, Wyoming, or legislative changes, which change either the zoning of said Lot 7B or the minimum parking space requirement for similarly zoned lands.

IN WITNESS WHEREOF, the Parties hereto set their hands to this Declaration of Restrictive Covenant this 20 day of September, 2004.

SUBDIVIDER:

CITY OF SHERIDAN, WYOMING

Marcella A. Behles
Marcella A. Behles, Trustee of the John L. Behles Trust under agreement dated September 9, 1999, and Trustee of the Marcella A. Behles Trust under agreement dated September 9, 1999

BY:

James M. Wilson
James M. Wilson, Mayor

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing Declaration of Restrictive Covenant was subscribed, sworn to and acknowledged before me this 4th day of October, 2004, by Marcella A. Behles, Trustee of the John L. Behles Trust under agreement dated September 9, 1999, and Trustee of the Marcella A. Behles Trust under agreement dated September 9, 1999.

WITNESS my hand and official seal.



expires: March 17 2005

James M. Wilson
Notary Public

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing Declaration of Restrictive Covenant was subscribed, sworn to and acknowledged before me this 1 day of Oct, 2004, by James M. Wilson, Mayor of the City of Sheridan, Wyoming.

WITNESS my hand and official seal.

My Commission expires: 11/2/04

Eloise L. Hansen
Notary Public

