

AGREEMENT CREATING RESTRICTED CONSTRUCTION AREA

THIS AGREEMENT, made this day by and between JAMES E. MORE and HARRIET L. MORE, husband and wife, hereinafter called First Parties; and VERNON K. BOE and GERALDINE G. BOE, husband and wife; WALTER DAVIS and EDEL S. DAVIS, husband and wife; MERVIN L. BUCKINGHAM and ELFA BUCKINGHAM, husband and wife; and ABE L. MITCHELL and DANAY B. MITCHELL, husband and wife, hereinafter called Second Parties:

WITNESSETH THAT:

WHEREAS, First Parties are granting and conveying to Second Parties an Easement Deed for a 30-foot wide roadway over the lands owned by the First Parties, as more fully set forth in that particular Easement Deed, dated December 12, 1960, wherein the First Parties are also set forth as First Parties and the Second Parties are also set forth as Second Parties; and

WHEREAS, Second Parties are the owners of the following described real estate, to-wit:

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 8, Township 53 North, Range 83 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at the Northwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , thence N. 86° 53' E., along the North boundary line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , a distance of 898 feet to a point, thence S. 1° 26' E. 513 feet to a point on the South bank of the Piney-Cruse Ditch, thence Westerly along the South bank of said Ditch to the West boundary line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , thence N. 3° 22' E. along the West boundary line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , a distance of 427 feet to the point of beginning;

and

WHEREAS, First Parties own real estate located immediately to the South of the above said tract; and

WHEREAS, First Parties desire certain restricted construction area of no buildings on the above said tract of land;

NOW, THEREFORE, in consideration of the sum of one dollar, receipt whereof is hereby acknowledged; and also in consideration of the First Parties' granting and conveying to Second Parties a 30-foot wide roadway easement deed over lands owned by First Parties as set forth above; and also in consideration of maintaining fair and adequate property values in the lands owned by First and Second Parties; and in consideration of the mutual interest of the First Parties and Second Parties; the Second Parties do hereby covenant and agree with one another and with First Parties that no one of Second Parties, his or her heirs, executors, administrators, transferees, or assigns will ever construct a building of any kind, type, size or description upon the following described land, to-wit:

A parcel of land situated in the ~~NE 1/4~~ of Section 8, Township 53 North, Range 83 West of the Sixth Principal Meridian, in Sheridan County, Wyoming, and more particularly described as follows:

All of that parcel of land being bounded on the South by the Piney-Cruse Ditch and being bounded on the North by the Snell Irrigation Ditch; the East boundary line of said parcel being situated 200 feet West of and being parallel to the East boundary line of the 10.6 acre tract of land described above as being owned by Second Party; the West boundary line of said parcel being situated 300 feet to the West of and parallel to the said parcel's East boundary line.

Any deed, lease, conveyance or contract being in violation of this Agreement shall be void and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, administrators or assigns shall be deemed parties to the same effect as the original signers; and when such conveyance or other instrument is presented to the Court, all cost and all expenses of the proceedings shall be taxed against the party or parties who shall

be declared by the Court to constitute a lien upon the real estate so wrongfully deeded, sold, leased or conveyed until paid, and such lien may be enforced in such manner as the Court may order.

This contract constitutes a mutual covenant running with the land, and all successors of future owners shall have the same right to invoke and enforce this provision as the original signers hereto.

This contract shall take effect and be in full force when executed by the parties whose names appear above and shall remain in full force unless it is mutually agreed in writing to be cancelled by all parties or their heirs, executors, administrators, assigns, transferees, or successors in interest.

WITNESS OUR HANDS this 12<sup>th</sup> day of December

1960.

James E. Moore  
James E. Moore and Marjorie E. Moore

First Parties

James E. Moore  
Marjorie E. Moore

Abel L. Mitchell

Dancy B. Mitchell  
Abel L. Mitchell and  
Dancy B. Mitchell

Second Parties

STATE OF WYOMING }  
COUNTY OF SHERIDAN } SS

On this 12<sup>th</sup> day of December, 1960, before me personally appeared JAMES E. ROSS and his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Austin J. Riddle  
Notary Public

My commission expires on the 1<sup>st</sup> day of December, 1962

STATE OF WYOMING }  
COUNTY OF SHERIDAN } SS

On this 13<sup>th</sup> day of December, 1960, before me personally appeared VERNON K. ROSS and MARILYN G. ROSS, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Austin J. Riddle  
Notary Public

My commission expires on the 1<sup>st</sup> day of December, 1962

STATE OF Arizona }  
COUNTY OF Maricopa } SS

On this 17<sup>th</sup> day of December, 1960, before me personally appeared James E. Ross and his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires on the 1<sup>st</sup> day of December, 1962

STATE OF WYOMING }  
COUNTY OF SHERIDAN ) SS

On this 15<sup>th</sup> day of December, 1960, before me personally appeared MERVIN L. BUCKINGHAM and ELFA BUCKINGHAM, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Austin J. Redle  
Notary Public

My commission expires on the 1<sup>st</sup> day of December, 1963

STATE OF WYOMING }  
COUNTY OF SHERIDAN ) SS

On this 14<sup>th</sup> day of December, 1960, before me personally appeared ABE L. MITCHELL and DANEY B. MITCHELL, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Austin J. Redle  
Notary Public

My commission expires on the 1<sup>st</sup> day of December, 1963