BOARD OF COUNTY COMMISSIONERS - TRAILS WEST SUBDIVISION

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of December, 1979, by and between the Board of County Commissioners, Natrona County, Wyoming, hereinafter referred to as "Board", and Radix, Incorporated, a Wyoming Corporation, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is the legal owner of all lands which comprise Lots 1-1,000, inclusive, Trails West Subdivision, a subdivision of Natrona County, Wyoming, a copy of a plat which is attached hereto as Exhibit "A", and made a part hereof; and

WHEREAS, the owner has requested that the Board of County Commissioners approve said plat under the terms and conditions of the Wyoming State Statutes; and

WHEREAS, the owner, by this agreement, seeks to assure the Board that he will complete various steps required by the Board to perfect the subdivision and further covenants to the Board that all work done will be in accordance with this agreement; and

WHEREAS, it is the mutual desire of the parties hereto to establish a written record of this agreement with respect to said subdivision and the development thereof, whereupon the Board will approve the subdivision plans under the provisions of the Wyoming State Statutes.

NOW, THEREFORE, the parties hereto agree as follows:

I. OBLIGATIONS OF OWNER

The owner, within 60 days after receiving written direction from the Board, shall, at his sole cost and expense, do or cause to be done the following:

1.1 Surveying:

A. Set all subdivision corners and 1/16th corners with 2" diameter brass caps, in concrete, showing the number of the corner, identifying initials of the surveyor or company making the survey. If the
original outside boundary marker is in a location likely to be obliterated or destroyed, i.e., roadway, alley, etc., it shall be adequately witnessed with at least two monuments of equal quality to those required above.

B. Block and lot corners, points of tangency (PT's) and points of curvature (PC's) of all curves shall be marked by No. 5 rebar with metal caps identifying the corners and driven flush with the ground surface. Points of intersection (PI's) and points of return (PDR's) of all blocks and the PI's and PDR's of all curves shall be marked after initial dirt moving work has been completed to avoid the necessity of marking block and lot corners twice, all of which shall be in place at the time the final inspection is made by the acting County Surveyor and upon completion of the roadway construction.

1.2 Roadway Classification:

All streets and roadways within said subdivision shall be classified and constructed as follows:

A. Trevett Lane shall be classified as a collector street with a 44'0" paving width, two 2'0" curb and gutter, one 10'0" parkway and one 5'6" sidewalk (north side), one 15'0" parkway (south side) and two 1'6" utility easements.

B. Village Drive, north of Whispering Springs Road, and Whispering Springs Road, shall be classified as a collector streets with a 60'0" right-of-way, 44'0" paving width, one 6'6" curbwalk and one 1'6" utility easement on the south side of Village Drive, one 2'0" curb and gutter and one 6'0" utility easement on the north side of Village Drive.

C. Indian Scout Drive, north of Trevett Land, Chuck Wagon Road, Herrington, and Trapper's Trail Drive shall be classified as local streets (collector) with 60'0" rights-of-way, 44'0" paving widths, two 6'6" curbwalks and two 1'6" utility easements.

D. Trail Boss Drive shall be classified as a local street with a 60'0" right-of-way, 30'0" paving width, two 2'0" curb and gutter and two 8'0" utility easements, two 7'0" sewer line easements.

E. All other streets within said subdivision shall be classified as local streets with 50'0" rights-of-way, 30'0" paving widths, two 6'6" curbwalks and two 3'6" utility easements.

F. All cul-de-sacs within said subdivision shall be constructed with a 55'0" right-of-way, 44'0" paving width, one 6'6" curbwalk and one 5'6" utility easement.

G. The access road from Buckboard Road north to the intersection of Rogue River Road shall be classified as a local collector street with a 60'0" right-of-way, 44'0" paving width, two 6'6" curbwalks and two 1'6" utility easements. The owner
will be required to construct the entire roadway to
the above standards with the proviso that the
County will cooperate with the owner in recapturing
all of the construction costs when the unplatted
property, known as Whispering Springs, is platted.
The owner must acquire a 60' of roadway and utility
easement from the owner of the Whispering Springs
Subdivision, prior to approval of the final plat of
Trails West.

1. All roadways within the subdivision shall be con-
structed to an "A" typical section, 3" subbase, 6"
base, 1 1/2" asphalt concrete binder course and 1 1/2"
asphalt surface course. Based upon a soils analysis
submitted to the County Surveyor, County Road and
Bridge Superintendent and County Planner, the above
standards may be altered for construction to an "AC"
typical section or other section as approved by the
County Surveyor, County Road and Bridge Superinten-
dent, and County Planner.

J. Where possible, all roadways extending into un-
platted and undeveloped land shall have a temporary
cul-de-sac.

1.3 Construction of Roadways:

All work done on roadways within the subdivision shall
conform to the specifications set forth herein and shall
cover the preparation and placing of asphalt mix sur-
facing on roads within the County. Prior to the con-
struction of asphalt mix surfacing, all soils tests
shall be submitted to the County Surveyor, County Road
and Bridge Superintendent and County Planner for their
approval.

A. Asphalt cements shall meet the requirements of
A.A.S.H.O. M-226, Table 1. The grade shall be
specified by the County Surveyor, County Road and
Bridge Superintendent and County Planner. Cut-
back asphalts shall conform to the requirements
of A.A.S.H.O. M-81, M-82 and M-141.

B. Mixing: When the crushed material is mixed with
asphalt to be used as surfacing, mixing plant re-
quirements shall hereby be established to assure
a product of the quality called for on the plans.
The plant shall be in good operating condition.
The controls shall provide immediate, positive
response when activated. It shall have the capa-
bility of combining the ingredients of the mixture
in the proper proportions, using measuring devices
which are accurate to 0.5%. The mixture shall be
prepared in a pugmill in which the clearance of
the mixing blades from all fixed and moving parts
does not exceed 1 inch. Mixing time shall be con-
trolled to produce a uniformly mixed product, in
which all particles of aggregate are coated with
asphalt. The dryer shall be capable of producing
a dry aggregate which is free from deleterious
coating of scot or unburned fuel. An approved
dryer-mixing process will be permitted in lieu
of pugmill mixing. The system shall provide posi-
tive-weight control of the cold aggregate feed, by
use of a belt scale or other device which will
automatically regulate the feed gate and permit
instant correction of variations in the material. The cold feed flow shall be automatically coupled with the bitumen flow to maintain the required proportions. The system shall be equipped with automatic burner controls and shall provide for temperature sensing of the bituminous mixture at discharge. If the dryer-drum mixing process is used, it shall also meet the following requirements:

1. The moisture content of the bituminous mixture at discharge from the mixer shall not exceed 3%.

2. The temperature of the bituminous mixture at the point of discharge from the mixer shall not exceed 300°F. The temperature of the mix at laydown shall not be less than 180°F. The actual mixing temperature shall be adjusted as directed by the County Road and Bridge Superintendent, within the allowable limitations, to facilitate construction conditions.

The point of acceptance for the aggregate will be at the plant after the bituminous material has been added and after proper blending and mixing of the mixture.

C. Placement of Asphalt Mix Surfacing: Final placement of asphalt mix surfacing shall be completed while the mixture is within 25°F. of the mixing temperature. Initial rolling shall proceed as close behind laydown as is practical. Final rolling shall be completed while the mixture has retained enough heat to assure flexibility.

1.4 Construction Sequence:

All roadways within the subdivision shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in surfacing or other off-site improvements.

1.5 Maintenance of Roadways:

Maintenance of all roadways within the subdivision shall be via an improvement service district.

1.6 Certification:

The owner shall certify, in writing, that the roadways within the subdivision have been constructed to the specifications set forth in this agreement. The owner shall maintain the same for a period of one year from the date of certification, at which time the acting County Surveyor, County Road and Bridge Superintendent or other designated County official will inspect the construction thereof for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove said roadway construction, in writing, and so notify the owner. If said roadway construction is disapproved, the County shall notify the owner of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within a specified time frame, the Board may proceed with legal action for non-performance of this agreement.
1.7 Grading and Erosion Control:

A. Top soils shall be removed, stock piled and re-
placed.

B. Fill areas shall be filled in 6" lifts and compacted
to optimum moisture and density.

C. Moisture content shall be within +2 or -4 per-
centage points of optimum.

D. Compaction shall be 95% of A.A.S.H.O. 7-99.

E. An approved erosion control plan must be submitted
to the acting County Surveyor and County Plann-
ner prior to approval of the final plat by the Board.
Said erosion control plan shall be attached hereto
as Exhibit "B".

F. The owner shall reseed all construction easements
and exposed slopes, including approaches, in ac-
cordance with acceptable standards established for
Natrona County. Said method of reseeding must be
approved by the County Road and Bridge Superinten-
dent and the County Planner.

G. The erosion control plan shall include a provision
to prevent the overgrazing of the land by livestock
as well as a conservation plan for the re-sea-
gination of the area.

1.8 Street Signs and Other Traffic Control Devices:

Street signs and other traffic control devices shall be
furnished and erected at all intersections, regardless of
other route markings in accordance with the Manual of
Uniform Traffic Control Devices for Streets and Highways.
This shall include the following:

A. Stop signs shall be 30" by 30" with a mounting
height of not less than 6'. Said signs shall be
mounted on a 2" galvanized pipe set in concrete and
located on the right side of the roadway when ap-
proaching the intersection.

B. Street signs shall have a green background with
white numbers or lettering (Letters minimum of 4" in
height). The signs shall be mounted on a 2" gal-
vanized pipe set in concrete and located on the left
side of the intersection 6' off of the shoulder. The
mounting height shall be 7' from the bottom of the
sign.

1.9 Storm Sewer Requirements:

A. All culverts shall conform to the requirements of
A.A.S.H.O. N-64 or A.S.T.M. A-142 for the specified
diameter and strength class.

B. Storm water provisions shall be required for the
drainage from the intersection of Wagon Master
Road and Village Drive to the northeast and must be de-
signed to intercept runoff that would normally flow from Village Drive into River West Estates and divert the runoff into the Oregon Trail Drain, east of Lot 1, Block 42, via a drop inlet at Lot 1 and a storm sewer.

C. The storm sewer under Whispering Springs Road, from station 27+00 Rogue River Road intersection to the discharge into the North Platte River, shall be constructed in three segments of 36", 42" and 48" diameter CMP of about 1,000 feet per segment. A minimum 1.5% grade for all segments through a steeper grade or a drop outlet may be required on the lower end. The river bank shall be provided with erosion protection at the cutoff.

D. Provisions shall be made to drain runoff from the developed area north of Phase I into the Oregon Trail Drain, with adequate erosion protection at all points of discharge into the drain.

E. All other storm sewers shall be constructed, as specified on the approved drainage plan. (Exhibit "C")

F. All storm sewers shall be provided with adequately designed and located inlets to prevent excessive surface flows on the streets or flooding of the lots.

G. Any alteration in the storm sewer system shall be approved by the County Surveyor, Road and Bridge Superintendent and County Planner.

H. The owner shall certify, in writing, that the culverts have been installed to the specifications set forth in the Natrona County Subdivision Regulations and this agreement, and shall maintain the same for a period of not exceeding one year after the certification, at which time the acting County Surveyor, Road and Bridge Superintendent, or other designated County official will inspect the installation thereof for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove the installation of the culverts. If the installation is approved, the County shall notify the owner of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within a specified time frame, the Board may proceed with legal action for non-performance of this agreement.

1.10 Water Service:

Water Service shall be provided by the Brooks Water and Sewer District, in accordance with that certain agreement entered into between the Brooks Water and Sewer District and the City of Casper, dated February 20, 1979, which is attached hereto as Exhibit "D".

1.11 Sewer Service:

Sewer service to all lots and blocks within said subdivision, with the exception of Blocks 49 and 50, shall be provided by the Brooks Water and Sewer District.
Sewer service to Blocks 49 and 50 shall be the responsibility of each individual property owner, however, the Natrona County Health Department must approve the location of the septic tank systems. In addition to approval by the Health Department, the owner must provide the Board with a copy of the percolation tests for each lot in Blocks 49 and 50, which must be filed and recorded in the office of the County Clerk with the contract documents between the owner and the Board, and are attached hereto as Exhibit "F".

1.12 Construction of Water and Sewer Systems:

The owner shall construct and install a public water and sewer system in said subdivision in accordance with the design specifications approved by the Board of Public Utilities, the Brooks Water and Sewer District and the Department of Environmental Quality. No occupancy will be permitted in any building in said subdivision until the above has been installed, inspected and approved by the above agencies.

Water and sewer service shall be developed in phases, as provided in the agreement between the owner and the Brooks Water and Sewer District. For the purposes of this agreement, the phases shall be as follows:

A. Phase I, located in the center portion of the subdivision is comprised of approximately 355 lots.

B. Phase II, located in the northern portion of the subdivision, is comprised of approximately 132 lots.

C. Phase III, located in the southwest portion of the subdivision, is comprised of approximately 320 lots.

D. Phase IV will be the remaining portion of the subdivision and is comprised of approximately 282 lots.

1.13 Utilities:

All utilities shall be underground or overhead.

1.14 Covenants:

The owner shall prepare and submit a copy of the covenants for said subdivision to the Board, which shall be attached hereto as Exhibit "F", and made a part hereof. The covenants shall conform to the zoning district in which the subdivision is located.

1.15 Financial Commitment:

In order to assure the Board that the owner has sufficient financial resources to complete the off-site improvements set forth in this agreement; such as, construction of roads, culverts, and the installation of street signs and other traffic control devices, as well as the implementation of an erosion control program, etc., the owner shall submit to the Board an irrevocable letter of credit, or post a performance bond in the amount of the estimated cost of the off-site improvements, as established and certified by the owner's engineer and approved by the Board. At the option of the Board, the Board may permit the owner to construct the off-site improvements in phases, under such terms and
conditions as approved by the Board. If the owner is permitted to construct the off-site improvements in phases, the irrevocable letter of credit or performance bond may be reduced to the amount of the estimated cost of a specific phase of the off-site improvements, as certified by the owner's engineer, or the requirement of a performance bond or letter of credit may be waived. The owner agrees to complete the construction of all off-site improvements set forth in the first phase of development in accordance with this agreement, prior to the sale of lots in the second or any subsequent phase of the subdivision development. The owner, upon completion of construction of the off-site improvements for the specified phase of construction, shall notify the Board, in writing of their completion. If the off-site improvements are not rejected by the Board, or their designee, in writing, within 15 working days from the date of notification, the owner can assume that the specified phase of construction of said off-site improvements has been approved. The owner further agrees that if he deviates from the above without written approval from the Board, it shall be considered non-compliance with this agreement and the owner will be liable for any and all actions taken by the Board toward the enforcement of this agreement. In addition, the owner agrees to notify the Planning Director, in writing, seven (7) days prior to beginning said construction so that a proper inspection schedule can be established. If, in the opinion of the Board or its designee, the work is satisfactory and is progressing in a timely manner, the Board or its designee may issue the order to proceed to the next phase prior to completion of the previous phase. However, a performance bond, irrevocable letter of credit or escrow account must be provided by the owner prior to beginning construction on any phase of the development.

1.16 Resubdivision of Lots:

The owner agrees that there will be no further subdivision of lots unless replatted and submitted to the Board for their approval.

1.17 Easements:

A. An 8' utility easement shall be platted on each side of the abutting rear property lines.

B. A minimum 25' access easement shall be provided along the high waterline for the maintenance of the river bank by any governmental entity.

C. A 50' wide access and utility easement shall be provided along the lot line common to Lots 10 and 11, Block 49.

1.18 Oregon Trail Drain:

The owner must comply with the rules and regulations established by the Bureau of Reclamation relating to the Oregon Trail Drain.

1.19 Street Lights:

The owner shall install one-hundred-fifty (150) 7,000 lumen horizontal mercury vapor street lights and two (2) 21,000 mercury vapor or equivalent sodium vapor street lights at the locations designated on Exhibit "A".
1.20 Fire Hydrants:

The owner shall install seventy-four (74) fire hydrants at the locations shown on Exhibit "A". Said fire hydrants shall be located at intervals not exceeding 410 feet.

1.21 Retaining Walls:

Any retaining walls constructed within the subdivision by the developer shall be designed and certified by a registered professional engineer with said plans being approved by the County Surveyor and County Planner. Said retaining walls shall be constructed within the boundaries of each individual lot and not on the lot lines. Maintenance of said walls shall be the responsibility of each individual lot owner.

1.22 Issuance of Building Permits:

If a building permit is issued by the County Planner prior to the completion or installation of all off-site improvements, including water and sewer, said building permit is issued with the understanding that there will be no occupancy of any structure until all off-site improvements are completed, or all streets are in all-weather condition or the owner has escrowed funds or obtained an irrevocable letter of credit for the completion of said streets.

1.23 Public Sites and Open Spaces:

In accordance with Section 21.1 of the Natrona County Subdivision Regulations, the owner shall, at the option of the Board, allocate and convey at least 6% of the total land area of the subdivision which is classified as R-R, R-M, or R-L for parks, playgrounds of similar public purposes at a location agreed upon by the Board and the subdivider. At the option of the Board, the subdivider shall, in lieu of such conveyance of land, pay to the County a cash amount equal to at least 6% of the fair market value of the total land area of the proposed subdivision. The price of said land shall be established and agreed upon by the Board and the subdivider. If the Board and the subdivider fail to agree on the value of the subdivision, the value shall be established by three independent appraisers mutually acceptable to the subdivider and the Board. Such payments shall be used for the acquisition and development of parks, playgrounds or other similar public purposes.

The owner shall convey Lot 13, Block 5 of said subdivision as a fire station site.

The net area for which park contribution can be computed for this subdivision is 510.00 acres. The owner has agreed to convey to the County approximately 23.33 acres, thus leaving a cash contribution equal to 7.27 acres. For the purposes of this agreement, the land value has been determined to be $7,000.00 per acre, which will require a cash payment of $50,000.00.

1.24 Hold Harmless Clause:

The owner further specifically agrees to hold the Board and any persons acting by and through the Board harmless
from any claims or causes of action whatsoever brought against it as a result of the owner's negligence in complying with the terms of this agreement, and further to indemnify the board and all persons acting by, through and under the Board from any claims or causes of action whatsoever arising out of the owner's negligence in complying with the terms of this agreement. Further that this hold harmless clause and indemnification shall expire upon completion of the terms of this agreement by the owner.

II.

OBLIGATIONS OF BOARD

The Board shall zone or cause to be zoned Lot 12, Block 5; and Lots 1-7, Block 17, from O-D (Open District) to B-R (Rural Business); Blocks 46, 47, 48 and 49, from O-D (Open District) to R-L (Light Density Residential); Lot 5, block 17, from O-D (Open District) to R-L (Light Density Residential), with the understanding that a sewer treatment plant can be located on the property; and Blocks 1, 2, 3, and 4; Lots 1-12, Block 5; Blocks 6-16; Lots 8-27, Block 17; and Blocks 18-45; from O-D (Open District) to R-M (Mixed Density Residential), all located in Trails West Subdivision.

It is further agreed that Blocks 6-16; Lots 8-27, Block 17; and Blocks 18-45 will be restricted to one-family dwellings.

THIS AGREEMENT shall be binding upon and shall insure to the benefit of all parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

John P. Burke, Chairman
Commissioner

John J. Tobin
County Clerk

Frank J. Schulte
Commissioner

RADX, INCORPORATED
Larry Ridder, President
STATE OF WYOMING 
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by John P. Burks, Chairman; and Robert J. Schutte, Commissioner; and Commissioner; this 18th day of September, 1979.

Subscribed and Sworn to this 18th day of September, 1979.

John Lynardis
Notary Public

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Larry Redding, President, Radix, Incorporated, this 20th day of September, 1979.

Subscribed and Sworn to this 20th day of September, 1979.

Jana S. Ortiz - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Mar. 9, 1981
Notary Public
EROSION CONTROL CONSERVATION PLAN

Date: July 25, 1979

Name of Applicant: Radix, Inc.
Business Address: Suite 205 350 West "A" Street Ph. 165-3771
Home Address: 
Subdivision: Trails West Estates

I, Radix, Inc., hereby submit to the Board of County Commissioners, Natrona County, Wyoming, a plan to remove the natural top soil, trees, and other vegetation and alter the existing contours through grading for the construction of roadways, utility installations, building sites or development in the Trails West Estates Subdivision, which is located five miles west of the City of Casper and is more specifically identified on the attached plat or drawing.

If approved by the Board, this soils erosion plan shall:

A. Become a part of the written agreement between the owner and the Board; and

B. Become a part of the covenants established by the owner.

The soils erosion plan shall consist of the following information:

1. Total acres of land in the subdivision. 333.7 acres
2. Total acres of land in the subdivision to be exposed through grading for the construction of roadways, utility installations, building sites or development. 160.71 acres
3. The soil classification(s), in accordance with the Unified Soils Classification System. Map Attached

If more than one soil classification is involved, a map showing the soil classifications shall be attached.

4. A map showing the existing and proposed contours.
5. The type of vegetation to be removed from the exposed areas (major types and common names only): Spera Sagebrush and Prairie Grass
6. Maximum slope of the exposed areas (cut slope, fill slope, etc.) 5-6%
7. The proposed method of stripping, storing and replacing of top soil. As below

If special erosion problems exist, check the appropriate: (a) ___ Active sand dunes; (b) ___ Alkaline areas; (c) Bentonite areas; (d) ___ Other.

The following procedure is required: When stripping top soil from the designated area, brush, grass, agricultural crops or other suitable material shall be retained as mulch and incorporated into the top soil. Unless the top soil can be placed directly on the prepared slopes or exposed areas, the top soil shall be stockpiled for future use to cover embankments, cut slopes and other exposed areas. The top soil shall be placed in a uniform manner to a depth commensurate with the quality of top soil available and the area to be covered. Top soil shall be keyed to the underlying material by scarifying along contours to a
depth of approximately six inches. In urban type developments, which have a density of 3 units per acre or more, the owner, during the time the exposed area is being re-vegetated or built upon, shall control blowing dust by either watering or installing snow fence in accordance with Section 10.

8. The proposed method of reseeding or revegetation of the exposed areas. As below

The following procedure is required: Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and, where necessary, top soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the top soil has been uniformly spread, the area shall be scarified along the contours to a depth of approximately six inches leaving furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation. Areas not suitable for scarifying shall be left in a condition satisfactory to the Board or the Board’s designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon a soils analysis, or 40 pounds of available nitrogen and 20 pounds of available phosphorus per acre. Grain straw or grass hay shall then be used at a minimum rate of two tons per acre and anchored to the surface with a disk or coulter mulching machine. The area shall then be seeded using a grain drill with a grass seed attachment or special grass drill. The seeding requirements shall be in accordance with Exhibit “A”. Planting depth shall be 1/2 inch to 1/4 inches. Seeding shall be applied between the time the frost leaves the ground in the Spring and before the frost enters the ground in the Fall. The preferable period of seeding is early Spring or late Fall. Should the owner seed the area through the hot months, he would be required to water. Seeded areas must be protected until the new grass seedlings are thoroughly established. Hydraulic mulching will be acceptable after the grass seed has been drilled. Excelsior mats will be acceptable in lieu of mulching.

9. The proposed method of maintaining slopes or exposed areas after mulching and seeding. As below

The following procedure is required: Once an area is mulched and seeded, all surface exposure (grazing and vehicular traffic) shall be prohibited. Re-seeding, if necessary, shall follow the procedures outlined in Section 8.

10. The proposed method of controlling wind erosion on those areas that are developed at a time when grass seeding is not practical or the exposed areas will lie fallow for a short period of time (less than 6 months) As below

The following procedure is required: Snow fences shall be located at right angles to the prevailing winds and spaced at intervals of approximately 50 feet. The first fence must be located at the windward edge of the exposed area and continue across the entire site.
11. The proposed method of controlling water erosion on steep slopes or other applicable areas. As below

The following procedure is required: Matting strips (jute matting) or excelsior blankets shall be placed on the prepared slope or other exposed areas parallel to the flow of water. Each strip or blanket shall be laid flat without stretching. When jute matting strips or excelsior blankets are used to prevent erosion, the surface shall be prepared, seeded and fertilized as specified above. When more than one strip or blanket is required to cover an area, matting shall be overlapped four inches along the edges and ends. The matting shall be held in place by means of staples driven vertically into the soil. Staples shall be spaced not more than three feet apart in three rows for each strip or blanket, with one row along each side and one row alternately spaced in the middle. All ends of the matting or blanket shall be stapled. Matting shall be spread evenly and smoothly and in contact with the soil at all points. The matting shall be pressed into the soil with a light lawn roller or similar method.

12. The owner may submit to the Board for their review and approval an alternate method of erosion control other than that required in paragraphs 7 through 11, inclusive. The alternate method shall be denied within 45 days after officially being submitted to the Board, or the owner can assume that the alternate method has been approved by the Board.

13. If the owner fails to initiate or complete the above Erosion Control Conservation Plan, and if the County, at its sole discretion completes any erosion control conservation program that is acceptable and approved by the Board, the owner agrees to pay to the County all costs incurred in initiating and completing the erosion control conservation plan that is acceptable and approved by the Board.

14. This Erosion Control Conservation Plan shall be binding upon and shall inure to the benefit of all parties hereto, their successors and assigns.

15. The Conservation District is available for consultation on erosion control projects on a voluntary basis.

16. Review and recommendations by the Board or authorized designee:

____________________________
OWNER OR AGENT
RADIX, INC.

____________________________
JACK E. LENHART, Asst. Secretary
Date July 27, 1979

____________________________
BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

Chairman or Authorized Designee
Date Approved 9/11/79
## EXHIBIT "A"

### SEEDING TABLE FOR CRITICAL AREA PLANTING

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<th>Sandy Soils</th>
<th>Loose Soils</th>
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<td>B</td>
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<td>x</td>
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<td>B</td>
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<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td>x</td>
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<td>Prairie Sandreed</td>
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<td>Thickspike Wheatgrass</td>
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<td>Western Wheatgrass</td>
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<td>3 / 6</td>
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| Legumes:                        |            |              |             |             |            |           |             |                                |
|---------------------------------|------------|--------------|-------------|-------------|------------|-----------|-------------|                                |
| Alfalfa                         |            |              |             |             |            |           |             |                                |
| Sweet Clover                    | x          |              | x           | x           | x          |           |             | 10 / 20                          |
| White Clover                    | x          |              |             |             |            |           |             | 7 / 14                           |

1/ When broadcast seeder is used, the seeding rate will be doubled.

2/ All legumes will be inoculated with appropriate culture.

P.L.S. = Purity of seed (X) germination

USD\-SCS-WY January 1979
ACKNOWLEDGMENT

STATE OF WYOMING )
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Jack E. 

Ferland this 22d day of July, 1979.
Subscribed and Sworn to this 22d day of July 2, 1979.

Notary Public

[Signature]

My Commission Expires Mar. 9, 1983

STATE OF WYOMING )
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Nat Tarczynski

this 21st day of Sept., 1979.
Subscribed and Sworn to this 21st day of Sept., 1979.

Notary Public

[Signature]
EXHIBIT "D"

CONTRACT FOR WHOLESALE WATER SERVICE

THIS AGREEMENT made, dated, and signed the 20th day of February, 1979, by and between the BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, WYOMING, hereinafter referred to as "Seller", and BROOKS WATER AND SEWER DISTRICT, hereinafter referred to as "Buyer", and L. RAY BERTRETT, WHISPERING SPRINGS DEVELOPMENT CO., RADIX INC., WIND RIVER Constructors, Inc., and VANBILL DEVELOPMENT COMPANY, hereinafter referred to collectively as "Developers" or by their corporate or surname.

WITNESSETH:

WHEREAS, Developers are the owners or in control of lands hereinafter defined which are not within the corporate limits of the City of Casper; and

WHEREAS, said lands do not presently have water service provided by Seller; and

WHEREAS, Buyer has undertaken to provide funds for improvements to the Seller's facilities for treatment and delivery of water to the current service area of Buyer in the amount of one-half (1/2) of the cost of constructing the 30-inch transmission line improvements, and all of the cost of constructing the 16-inch transmission line improvements, together with Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500) for initial treatment plant capacity utilization; and

WHEREAS, Seller has agreed to sell and deliver, and Buyer has undertaken to purchase and cause to be paid, the purchase price for wholesale water service to the current service area of Buyer and otherwise to abide by the terms and conditions of this Agreement; and

WHEREAS, the parties have, by the conditions of this Agreement, fixed their respective responsibilities and
obligations to each other.

WHEREAS, the intent of the parties is to establish a unified water and sewer system and each party agrees to pursue a total unification plan to its conclusion.

NOW, THEREFORE, in consideration of the mutual covenants to be kept and performed, and other good and valuable considerations the sufficiency of which are acknowledged, it is agreed between the parties as follows:

1. The following definitions shall apply to the performance of the parties:

   a. "Wholesale Water Service" shall mean the delivery by the Seller of its surplus water of a quality acceptable under the standards established by the Wyoming Department of Environmental Quality to a point or points acceptable to the Seller at or near the edge of Buyer’s defined service and not to exceed four million gallons (4,000,000) per day based on the following delivery schedule:

      1. Not to exceed two million gallons (2,000,000) per day from the date of the contract to the year 1982.

      2. Not to exceed three million gallons (3,000,000) per day during the year 1982.

      3. Not to exceed four million gallons (4,000,000) per day during the year 1983 and thereafter,

   as measured any twenty-four hour period from 12:00 noon of any day to 12:00 noon of the next succeeding day. Seller shall have no responsibility beyond Seller’s meter for the delivery of water quality, quantity or method of distribution to Buyer’s customers. The Buyer and Seller agree that additional amounts of surplus water may be delivered by the Seller and purchased by the Buyer as may be agreed between the Buyer and the Seller at some future date.
b. "Buyer's defined service area or Buyer's service area or service area" shall mean the area in which Buyer is presently authorized to furnish water and sewage disposal services, as set forth, and included, in the Matter of the Reorganization of Brook's Sanitary Sewer District as Brook's Water and Sewer District Civil Action Number 22196 in the District Court, Seventh Judicial District, Natrona County, Wyoming.

2. Prior to the delivery of said wholesale water service to Buyer's specified area, the parties agree that:
   a. Buyer shall furnish a map with sufficient detail satisfactory to Seller, reflecting the boundaries of its service area. With said map, Buyer will furnish a schedule designating the existing property owners or occupants served by it with a designation of the meter size for each location. Additionally, there shall be reflected on the map, by number or other reference to the schedule, the location of each of the Buyer's existing customers. The Buyer will keep said map and schedule current by supplementation, from time to time, and no less than quarterly, showing a change in the number of customers served within its service area,
   b. A master meter of demand type, or such other meter or gauging device as may hereafter be specified by Seller, shall be purchased and installed by Buyer at the points where the Seller's connecting facilities meet the contract service area. Two metering facilities will be constructed, one at Abbott and Third in Mountain View near the Seller's Airport water line, and the other at the eastern boundary of the Spencer-Heitz and Vanbill additions near the Buyer's existing transmission line. The plans, materials, and methods of construction for initial or future metering facilities required to meet the needs of the service area, as determined by the Seller and agreed upon by the Buyer, shall be made in accordance with the Seller's engineering and construction specifications.
standards and installed at Buyer's cost. The same shall, from time to time, be inspected by the Seller during the course of construction, or at any time thereafter; and when completed, shall meet the requirements of the Seller and be accepted by it in writing. Said metering facilities shall be installed in public rights-of-way or, alternatively, in easements to be acquired by Buyer across public or private land. Each easement shall be not less than fifteen feet (15') in width and shall be for the purpose of obtaining ingress and egress to the metering facility for purposes of inspection, reading, maintenance, replacement, or repair. Said easement shall be assigned or conveyed to the Seller, free of any superior possessory claim or encumbrance.

3. The improvements to be installed by the Seller shall consist of a 30-inch and 16-inch transmission line from the Seller's water treatment plant to the eastern boundary of the Spencer-Herz and VanBlll additions near the Buyer's existing transmission line. The length and location of the 30-inch and 16-inch lines shall be as described in the plans and specifications accepted by the Seller. The proposed construction shall be of a design and in conformance with the Casper Metropolitan Water District Master Plan, as set forth in the 1977 report by Black & Veatch.

Buyers agree to pay Seller one-half (1/2) of the cost of its share of transmission line improvements and Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500.00) for initial treatment plant capacity utilization. Upon receipt of fifty percent (50%) of Buyer's share of the estimated transmission line improvement costs, Seller agrees to proceed immediately with design of the transmission lines; and upon receipt of the remaining fifty percent (50%) of Buyer's share of the estimated transmission line improvement costs, the Seller agrees to proceed with construction within
a reasonable time.

Upon execution of this contract, Seller shall estimate the transmission line improvement costs, including engineering and right-of-way costs and furnish Buyer with a copy of the estimated costs. Thereafter, both Buyer and Seller shall have thirty (30) days to examine the estimated costs and both shall have the right to cancel this contract if either Buyer or Seller deem the estimated costs prohibitive. Ten (10) days written notice of cancellation by registered mail shall be given by the cancelling party to the other party. For the purpose of fixing the initial amounts to be paid by Buyer, the estimate shall control, provided however, that upon completion of construction, Seller shall submit to Buyer the total cost of construction and Buyer's share shall be adjusted accordingly. Buyer shall have twelve (12) months after completion of construction to pay to Seller the balance, if any, of Buyer's share of the transmission line improvement costs over the estimated transmission line improvement costs.

Buyer agrees to pay to Seller Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500.00) for initial treatment plan capacity to serve the initial 483 3/4-inch connections or the equivalent thereof in the Spencer-herz and Vanbill additions in Buyer's service area.

Buyer shall pay to Seller Five Hundred Dollars ($500.00) per connection for each new 3/4-inch connection or the equivalent thereof, in Buyer's service area to be credited against the initial Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500.00) paid by Buyer to Seller. Payment shall be made by Buyer to Seller quarterly as connections are made provided that at least twenty percent (20%) of the total amount, Forty-eight Thousand Three Hundred Dollars ($48,300.00) shall be paid annually from the date of the contract and the entire sum shall be paid prior to the fifth anniversary of the effective date of this contract.
Buyer agrees to pay Seller Eight Hundred Seventy-Five Dollars ($875.00), or such different amount as the Seller may determine and is paid by other wholesale customers, for each new 3/4-inch connection, or equivalent thereof, made in Buyers current service area. Buyer shall report new connections and remit appropriate connection fees quarterly.

Buyer will make available during its regular business hours, its books and records showing its customers, their locations, and will provide all relevant data requested by the Seller.

It is the intent of this Agreement that service by the Seller to the Buyer be permanent, except as conditioned by Paragraph 4. To that end, it is agreed that upon completion of the metering facility in Mountain View by Buyer and acceptance by the Seller, and after payment of 50% of its share of the transmission line costs by Buyer, Buyer may connect to Seller's system in Mountain View and obtain water at a rate not to exceed Seven Hundred (700) gallons per minute at any time.

After completion of the transmission line by Seller and the metering facility by Buyer, connection may be made at the boundary of the Spencer-herz and Vanbill additions. When this connection is made, the Mountain View connection will be turned off. Supply at the permanent connection shall not exceed Seven Hundred (700) gallons per minute until connection fees for Seven Hundred (700) connections have been received by the Seller.

Thereafter, the maximum quantity to be provided by Seller to Buyer will be increased one (1) gallon per minute for each new customer in the Spencer-Herz and Vanbill area, not to exceed a total amount delivered of Four Million (4,000,000) gallons per day and such other amounts as may be agreed to between the Buyer and the Seller at some future date.

4. The rate of water provided by Buyer shall be at the
Seller's wholesale rate, as the same shall apply from time to time, for all water users. Buyer shall pay said billing within ten (10) days following receipt. The Seller reserves the right, at any time, and from time to time, to change said wholesale and outside City rate; and charge will be the same for all wholesale and outside City purchasers of water from the Seller receiving the same service. The Seller will notify Buyer regarding any proposed rate change, and will provide an opportunity for a public hearing. Should Buyer fail, refuse, or neglect to pay said bill within thirty (30) days after its due date, the Seller shall have the right to give ten (10) days written notice of its election to terminate further service to Buyer, and should said delinquency not be corrected within the said ten (10) days, the Seller may terminate further service and supply of water to Buyer.

The Seller does not warrant or irrevocably claim to furnish the agreed amount of water to either Buyers current service area or any future service area added with the agreement of the Seller. Seller agrees to furnish at all times the amount of water necessary to insure the health and safety of Buyer's customers within Buyer's service area and at such time as the health and safety of the customers of the Buyer and the customers of the Seller is affected by the amount of water available, all the customers of the Buyer and the Seller will be treated equally.

5. Buyer agrees that all future water facilities in the Buyers service area will be constructed in accordance with the then current Casper Metropolitan Water District Master Plan or in accordance with standards acceptable to the Seller.

6. An adequate number of fire hydrants shall be properly installed either by the Buyer or it shall cause the same to be installed, in the new areas to be served by Buyer. The number and locations of the hydrants shall be determined by the Director of the Board of Public Utilities on the basis of County planning requirements, and with the
advice of the City Fire Chief. The design and specifications of the hydrants shall be approved by the Casper Fire Chief prior to installation.

7. The Developers and all other property owners who wish to be connected to Buyer's water delivery system in Buyers service area shall commit to adhering to the then current City land use plan, with all appropriate restrictions, and the City-County arterial street plan. All undeveloped land existent at the time of this Agreement, if subdivided and approved by Natrona County, along with all agreements, covenants, restrictions, or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or sale of any parcel.

8. A commitment or restriction shall be included in every Deed of land executed by Developers and all other property owners in Buyer's service area who are not connected to Buyers water delivery system at the date of this Agreement for sales subsequent to the date of approval of this Agreement, whether or not said lands are currently platted or subdivided, noting that the parcel "shall annex to the City of Casper without protest at the discretion of the Casper City Council". The commitment to annex shall be recorded as part of each Deed.

9. L. Ray Berrett, Whispering Springs Development Company, Radix, Incorporated, Wind River Construction Company, and Vanbll Development Company, as owners and/or contract vendees of both platted and unplatted lands within Buyer's Spencer-herz and Vanbll additions, agree that prior to Buyer's service, said unplatted and adjacent areas, they and each of them, will comply with the provisions of Paragraphs 6, 7 and 8 of this Agreement, as though their lands were included therein.

It is a specific covenant of the Buyer that it will not increase its service area in any manner without prior consultation with the Seller. If the Seller decides to provide service for the increased service area, the services
provided shall be by mutual agreement between the Buyer and Seller. If the Seller declines to provide service for the increased service area, the Buyer may service the increased service area if an alternate water supply is acquired by the Buyer. Whenever the Buyer provides additional services, it shall require the property owner to agree to be bound by Paragraphs 6, 7 and 8 of this agreement. The agreement between the Buyer and the property owner shall be a written agreement in a form approved by the Seller.

10. Buyers may not assign this agreement, nor any of its rights or obligations hereunder, without prior written approval of the Seller.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors in interest, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Jerry T. Delano
Mayor

ATTEST:

BROOKS WATER AND SEWER DISTRICT

L. Ray Barrett
Secretary

President

WHISPERING SPRINGS DEVELOPMENT

President
Mr. Nix Anderson
Health Officer, Natrona County
241 South Conwell
Casper, WY 82601

Re: Perc Tests - Trails West

Dear Mr. Anderson:

We completed the percolation tests of Trails West Estates in Sections 22 and 15 of Township 33 North and Range 80 West on Robertson Road in March, 1979.

Tests were required on Lots 1 thru 16, Block 49 and Lot 1 thru 6, Block 50, on the old plat. On the revised plat tests are required for Lots 26 thru 35, Block 47, Lots 1 thru 6, Block 48, and Lots 1 thru 8, Block 49.

The entire area was sand to silty sand. Percolation was maximum and will present absolutely no problems for septic systems.

Test holes have been drilled throughout the subdivision and no ground water was encountered within 15 feet at any spot.

The percolation results are tabulated and a copy is attached. All test holes were approximately 4 feet deep and 6 inches in diameter, and kept saturated for four hours. Readings were then taken after an additional 30 minute test period.

If you have any questions please give me a call.

Sincerely,

THE ENGINEERS

Thomas P. McDill, Jr.

September 14, 1979
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<td>9&quot;/30 Min</td>
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BUILDING RESTRICTIONS AND COVENANTS

TRAILS WEST ESTATES, A SUBDIVISION IN NATRONA COUNTY, WYOMING OF THE NW², SE², NE², SW², AND A PART OF NW²NE² OF SECTION 22, TOWNSHIP 33 NORTH, RANGE 80 WEST, 6TH P.M., NATRONA COUNTY, WYOMING AS THE SAME APPEARS ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING.

WHEREAS, RADIX, INC. is the owner of all of the Blocks, being Blocks 1 through 52 of TRAILS WEST ESTATES, a subdivision in Natrona County, Wyoming, and desires to establish in said subdivision a residential district with rural business to the Southeast wherein the construction and use of dwelling houses shall conform to certain minimum requirements and each lot owner in consideration of his compliance with such requirements shall be protected against violation thereof by any other lot owner, and said RADIX, INC. desires to provide for TRAILS WEST IMPROVEMENT AND SERVICE DISTRICT, a non-profit association or corporation, to assess, manage and provide for street and sidewalk maintenance, street lighting, snow removal and other community affairs in said subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned, RADIX, INC. does hereby make, impose, and establish the following building restrictions, covenants and Improvement and Service District agreement on all of the lots in Trails West Estates, a subdivision in Natrona County, Wyoming, which shall be covenants running with the land as follows:

Article I
Protective Covenants

1.1 No trailer, mobile home, basement, tent, shack, garage, barn, or other out-building erected in the subdivision shall at any time be used as a residence temporarily or permanently.

1.2 All structures shall be new construction. Each single family dwelling and residence shall contain, when completed, not less than 900 square feet of usable living space, exclusive of the cellar, basement, porches, terraces, and garage; except that a split-level dwelling shall contain not less than 1,200 square feet.

1.3 No oil drilling, oil development operations, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on or in any lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

1.4 Each lot shall contain a removable underground garbage container installed in the front yard or in the alternative garbage containers may be maintained which are concealed from sight by an enclosed structure.

1.5 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction or flow of water drainage within the easements, or which may obstruct or retard the flow of water through the easements. The easement area on each lot shall be continuously maintained by the lot owner. Any damage incurred to maintain any such utility in such easement shall be borne by the owner.
1.6 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes and do not exceed two in number, except where conditional use is specified.

1.7 No structure shall be erected on any lot or tract in said subdivision, except that the same shall first be approved by an Architectural Committee established by the Improvement and Service District.

1.8 No water wells or septic tanks shall be drilled, constructed or permitted to remain on any lot after improved by curb and gutter, except where allowed by Natrona County.

1.9 No weeds, brush, rubbish, junk, garbage, trash, junk car or unlicensed cars shall be allowed or permitted to remain on any lot, nor shall any activity be carried on which shall be or become a nuisance or offensive to the owners within the subdivision.

1.10 No lot shall be reduced in size to make a smaller building site than a platted lot, however, building site may be increased in size by using part of an adjacent lot, in which event front, side and rear yard requirements shall be measured to building site lines.

1.11 Temporary construction structures shall be permitted with the approval of the Board of Directors of the Improvement and Service District.

1.12 All structures shall comply with the uniform building, electrical, plumbing, and fire codes.

1.13 All construction and/or use of any lot within the subdivision shall comply with the requirements of the zoning regulations for the zone in which the lot is located.

1.14 The restrictions and covenants set forth in this article may be altered, amended or variances allowed by RADIX, INC. or by a vote of two-thirds of the Board of Directors of the Improvement and Assessment District provided.

1.15 Definitions for the purposes of these Building Restrictions and Covenants shall be the same as the definitions provided in the Natrona County Zoning Resolutions.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 12th day of September, 2005, at which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless altered, amended or varied as herein provided.

If the parties hereto, or any of them, or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said subdivision to prosecute any proceeding at law, or in equity, against the person or persons violating or attempting to violate any such covenants, and either to prevent him, or them, from so doing, or to recover damages, and such person shall have such other actions and remedies as law or equity may provide.

RADIX, INC.

By: [Signature]
Larry L. Redding, President

[Seal]

[Signature]
Mike Lowers, Assistant Secretary