TOWN OF MILL - FREDEN ADDITION SUBDIVISION ANNEXATION AND SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 22 day of April, 1981, by and between the TOWN OF MILLS, Natrona County, Wyoming, hereinafter referred to as "Town", and DENNIS H. AND FREDAL CLOWE, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, Owner is the legal owner of all lands which comprise Lot 1, Block 1, Lots 1-5 Block 2, Lots 1-26 Block 3 and Lots 24 Block 4, inclusive, Freden Addition, a subdivision of Natrona County, Wyoming, a copy of said plat is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Owner has requested, and the Town has approved said plat under the terms and conditions of the Wyoming State Statutes and the ordinances of the Town; and

WHEREAS, Owner, by this Agreement, seeks to assure the Town that it will complete various steps required by the Town to perfect the subdivision and annexation, and further covenants to the Town that all work done will be in accordance with this Agreement; and

WHEREAS, it is the mutual desire of the parties hereof to establish a written record of this Agreement with respect to said subdivision and the development thereof, since the Town has approved the subdivision plans under the provisions of the Wyoming State Statutes and the ordinances of the Town;

NOW, THEREFORE, the parties agree as follows:

OBLIGATIONS OF OWNER

Owner, within sixty (60) days after receiving written direction from the Town, shall, at its 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 curve (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) of all blocks and the PT's and PC'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 Town Engineer, and upon completion of the roadway construction.

1.2 ROADWAY CLASSIFICATION:

A. Badger Lane shall be classified as a collector Roadway with a 60' right-of-way 36'0" pavement width and two 6'3" curbwalks.

B. Freden Lane shall be classified as a local Roadway with a 50' right-of-way, 36'0" pavement width and two 6'3" curbwalks.

C. Falcon Lane will be classified as a local Roadway with a 50' right-of-way. Only the curb returns and a Valley Gutter at the intersection of Freden Lane, will be built. The remainder of the roadway will be built when Falcon Lane is extended to the south.
D. The roadways within the subdivision shall have a 2" paving surface and 4" of base grading "M". The Town engineer, based upon an acceptable soils analysis, prepared and certified by Owner, or Owner's engineer, may alter the above construction standards.
1.3 Construction of Roadways:

A. All work done on roadways within the subdivision shall conform to the specifications set forth herein and shall cover the preparation and placing of crushed aggregate base surfacing on roads within the Town. Prior to the construction of aggregate base surfacing, all soils tests shall be submitted to the Town engineer for his review and approval.

B. Crushed Base Aggregate:

Gravel used for crushed base surfacing shall be composed of clean, hard, durable, natural stone or aggregate having the following gradations after crushing is completed.

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing by Weight</th>
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<tbody>
<tr>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>1&quot;</td>
<td>95</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>70</td>
</tr>
<tr>
<td>#4</td>
<td>40</td>
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<tr>
<td>#8</td>
<td>30</td>
</tr>
<tr>
<td>#200</td>
<td>3</td>
</tr>
</tbody>
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The crushed stone shall have a percentage of wear not more than 50% when tested in accordance with A.A.S.H.O. T96 (Los Angeles Abrasion Test).

The fraction passing the No. 4 sieve shall have a plasticity index of not greater than 6, as determined by A.A.S.H.O. T-89, T-90 and T-91.

The fraction passing the No. 4 sieve shall be composed of at least 35%, by weight, of particles having at least one fractured face.

There shall be no soft lumps, clay balls, or thin elongated stones, in excess of 3% of the total sample.

C. Mixing:

When the crushed material is mixed with asphalt to be used as surfacing, mixing plant
requirements 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 capability 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 controlled 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 soot or unburned fuel. An approved dryer-drum mixing process will be permitted in lieu of pugmill mixing. The system shall provide positive 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
mixture shall not exceed 350° F. The temperature of the mix at laydown shall not be less than 250° F. The actual mixing temperature shall be adjusted, as directed by the Town engineer, 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.

D. Placement:

1. Crushed Base

If asphalt mix surfacing is to be applied over the crushed base, the base shall be watered and compacted to a minimum of 95% of maximum density as tested in accordance with A.A.S.H.O. T-180 and T-191, or by other methods approved by the Town engineer. Water shall be applied prior to laying the asphalt mix surfacing. The prime coat shall be applied at a minimum rate of 0.25 gallons per square yard. Prime shall not be applied when the atmospheric temperature is below freezing, or during wet weather. If no asphalt mix surfacing is to be applied, the crushed base shall be watered and compacted to a minimum of 95% of maximum density, in accordance with the above test procedures.

2. Asphalt Mix Surfacing

Final placement of asphalt mix-surfacing shall be completed while the mixture is within 20° F. plus or minus of the mixing temperature. Initial 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 Certification:

Owner shall certify, in writing, that the roadways, water main, and sanitary sewer main within the subdivision have been constructed to the specifications set forth in this Agreement. Owner shall maintain same for a period of one year from the date of certification, at which time the Town engineer or other designated town official will inspect the construction thereof, for compliance with this Agreement and the ordinances of the Town. The Town will approve or disapprove construction of said roadway, water main, and sanitary sewer main in writing, within 30 days, and so notify Owner; and upon the Town's failure to do so, it will be deemed to have approved construction of said roadway, water main and sanitary sewer main. If construction of said roadway, water main or sanitary sewer main is disapproved, the Town shall notify Owner of the deficiencies. If the deficiencies are not corrected to the satisfaction of the town council within a specified time frame, the town council may proceed with legal action for nonperformance of this Agreement.

1.6 Grading and Erosion Control:

A. Top soils shall be removed, stockpiled and replaced.

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 percentage points of optimum.

D. Compaction shall be 95% of A.A.S.H.O. T-99.
E. An approved erosion control plan must be submitted to the Town engineer prior to approval of the final plat by the Town. Said erosion control plan shall be attached hereto Exhibit "E".

F. Owner shall reseed all construction easements and exposed slopes, including approaches, in accordance with acceptable standards established for Natrona County. Said method of reseeding must be approved by the Town council.

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 revegetation of the area.

1.7 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 manual of Uniform Traffic Control Devices for Streets and Highways. This shall include the following:

A. Stop signs shall be ordered immediately and 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 approaching the intersection.

B. Street signs shall be ordered immediately and shall have a green background with white numbers or lettering (letters minimum of 4" in height). The signs shall be mounted on a 2" galvanized 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.

C. Owner shall, if necessary, install street signs of a temporary nature pending installation of
the required street signs provided for in paragraph B above.

D. No Certificate of Occupancy shall be issued by the Town until installation of all signs provided for in paragraphs A and B above.

1.8 Storm Sewer Requirements:

A. Minimum 18" diameter culverts shall be installed at all crossings and approaches and other locations, as required by the Town engineer. Said culverts shall conform to the requirements of A.S.H.O. H-64 or A.S.T.M. A-142 for the specified diameter and strength class.

B. Owner shall provide the Town engineer and Town council with a complete plan or profile of all proposed drainage.

C. Owner shall certify, in writing, that the culverts and detention ponds have been installed to the specifications set forth by the Town engineer and this Agreement, and shall maintain the same for a period of not exceeding one year after the certification, at which time the Town engineer or other designated Town official will inspect the installation thereof, for compliance with this Agreement and the ordinance of the Town. The Town will approve or disapprove the culverts, in writing, and so notify Owner. And, upon its failure to do so within 30 days, Town will be deemed to have approved said culverts. If said culvert installation is disapproved, the Town shall notify Owner of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Town council within a specified time frame, the Town council may proceed with legal action for nonperformance with this Agreement.
1.9 Electric Service

Major feeder lines may be overhead; however, all other utility lines shall be underground.

1.10 Street Lights:

Owner shall furnish and install 7,000 lumen horizontal mercury vapor street lights on metal poles at the locations shown on Exhibit "A".

1.11 Fire hydrants:

Owner shall install fire hydrants, Mueller 107, or equivalent, at the locations shown on Exhibit "A".

1.12 Covenants:

Owner shall prepare and submit a copy of the covenants for said subdivision to the Town, which shall be attached hereto as Exhibit "C" and made a part hereof.

1.13 Financial Commitment:

In order to assure that Owner has the financial resources to complete the construction of all off-site improvements, Owner shall establish an escrow account with a local bank, submit a performance bond or other satisfactory proof to the Town. The amount of any escrow account or performance bond, if any, shall be the estimated cost of the construction of off-site improvements for the subdivision, as determined by the Owner's engineer and approved by the Town council.

1.14 Resubdivision of Lots:

Owner agrees that there will be no further subdivision of lots unless replatted and submitted to the Town council for its approval.

1.15 Compliance with Applicable State Laws:

Owner agrees to comply with all local, State, Federal and town ordinances and rules and regulations promulgated thereunder.

1.16 Hold Harmless Clause:

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

OBLIGATIONS OF THE TOWN

The Town shall do or cause to be done the following:

2.1 This Agreement Supersedes All Others:

This Subdivision Agreement shall supersede all other subdivision agreements entered into or executed by Owner.

2.2 Adequate Water and Sewer Supply and Service:

Subject to the development and construction hereinafore provided for, the Town covenants and warrants to and with Owner that it has an adequate sewer system, water supply, pressure and facilities to supply and service water and sewer use to Freden Addition. The terms "adequate" and "complete", as used in this Agreement, shall mean the same or substantially the same level, type and quality of water and sewer supply and service as is being supplied by the Town to the majority of its commercial and industrial users. Owner shall not be responsible for maintenance or payment for the maintenance of all water and sewer facilities located beyond the boundaries of Freden Addition; and the Town shall provide and maintain adequate and complete water and sewer service to Freden Addition.

2.3 Maintenance of Roadways:

Subject to the provisions of paragraph 1.5 supra; the Town shall maintain and pay for the maintenance of all roadways within said subdivision.
THIS AGREEMENT shall be binding upon and shall inure to the benefit of all parties hereto, their successors and assigns.

If any provision of this Agreement shall be judicially decreed to be unconstitutional or in violation of any applicable law, then the parties agree that the remaining provisions of this Agreement shall not be affected thereby but shall continue in full force and effect.

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

ATTEST:

Norine Kilmer, Town Clerk

TOWN OF MILLS, a Municipal Corporation

By Robert L. Moore, Mayor

OWNERS
FREDEN ADDITION

Dennis H. Lowe
Freda Lowe

STATE OF WYOMING
COUNTY OF NATRONA

On this 27th day of February, 1981 before me personally appeared Dennis H. and Freda Lowe, husband and wife, to be known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their free act and deed. In Witness whereof I have hereunto set my hand and affixed my seal on the day and year above written.

Marie Schmidt, Notary Public

My Commission Expires: January 11, 1982

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PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements Affecting Property of Dennis H. and Freda R. Lower, Husband and Wife, and Described as the "Fremen Addition" to the Town of Mills.

THIS DECLARATION made this 7th day of July, 1981, by Dennis H. and Freda R. Lower, Husband and Wife, hereinafter called the "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Clause I of this Declaration, and is the desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall assure to the benefit of and pass with the said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof:

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Clause I hereof is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITIONS OF TERMS

"Building Site" shall mean any lot, or portion thereof, or any plot containing two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

"Declarant" shall mean Dennis H. and Freda R. Lower, Husband and Wife.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held and conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with the respect to the various portions therefore set forth in the various clauses and subdivisions of this Declaration is located in the County of Natrona, State of Wyoming, and is more particularly described as follows, to-wit:
Block 3, Lots 1 through 21, and Block 4, Lots 1 through 21, of the Frederen Addition to the Town of Mills being the SE 4, NW 4, SE 4, NW 4 of Section 12, Township 33 North, Range 60 West of the 6th Principal Meridian and Tract 1 of R. L. Manning and Lower Addition to the Town of Mills, Natrona County, Wyoming.

The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

CONDITIONS AND COVENANTS APPLICABLE TO THE AREA

The real property described above is subject to covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and most appropriate improvement of each site thereof; to protect the owners of such sites against such improper use of surrounding sites as will depreciate the value of their property; to preserve so far as practicable the natural beauty of said property; to guard against the erection or placement thereon of poorly designed or proportioned structures or modular and mobile homes and structures built or modular or mobile homes constructed of unsuitable or improper materials; to insure the highest and best development of said property; to prevent haphazard and inharmonious improvement of or use of such sites and thereby to enhance the value of investments made by the purchasers of sites therein.

A. All sites in said tract shall be known and described as either building sites or sites for the location of modular or mobile homes. No residential building shall be erected, altered, placed or permitted to remain on any site other than one single-family dwelling not to exceed three stories or thirty-five feet in height from the ground level and containing not less than 600 square feet. No site shall contain more than one modular or mobile home and any permanent modular home placed thereon must be upon an appropriate foundation and skirted. Other out buildings incidental to residential use of the premises may be constructed thereon subject to approval by Town of Mills Building Inspector and all local governmental codes and ordinances.

B. No building shall be erected, placed or altered and no modular or mobile home shall be placed on any premises in said development until the building plans, specifications and plot plan showing the location of such building have been approved by the Town of Mills, in writing.

C. No building and no modular or mobile home shall be located on any site nearer to the front lot line, rear lot line, side lot line, adjacent building site than the minimum set back lines shown on the recorded plat. In any event, no building and no modular or
A mobile home shall be located on any site nearer than twenty feet to the front lot line, or nearer than ten feet to any street line, or nearer than five feet to an adjacent site. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a site to encroach upon another site.

D. No store, apartment house, multiple family residences, boarding houses, shop, repair shop, garage, restaurant, dance hall or other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any of the lots or tracts in said addition, Blocks 3 and 4.

E. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, tent, garage, barn or other out-building erected on any lot or tract in the addition shall at any time be used for human habitation, except properly constructed additions to modular or mobile homes meeting all Town of Hills ordinances, state and local building code requirements.

G. Any easements for installation and maintenance of utilities for the use and benefit of all lots and tracts in said addition are reserved as shown on the recorded plat of said addition. In any event, easements of ten feet from the lot lines and street lines shall be maintained.

H. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or any other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

I. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot in said addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or tract therein. No derrick or other structure designed for use in boring for oil or natural gas be erected, maintained or permitted upon any lot or tract therein.

J. No sewage-disposal systems, or septic tanks, including drain fields, will be permitted or be contained within the subdivision.

K. No individual water-supply systems shall be permitted on any lot.

L. All construction shall be new and no building or buildings may be moved from another location to any site within this subdivision, except that they meet all Town of Hills building codes and ordinances,
state building and safety codes, with the exception of modular and mobile homes, which must meet the conditions of Section A and B herein.

M. Each site shall have a structure to be used for the concealment of any and all garbage cans. In any event, garbage cans will not be permitted to be outside any structure on the building site, but must be easily accessible for convenient garbage collection service persons and equipment.

N. No site, lot or tract shall be subdivided.

O. Any motor home, camper, or recreational vehicle parked on or off the lot, with guests or additional occupants of residents and which is connected to utilities may remain for a total period of two weeks only. Extensions of the two week maximum period must be obtained in writing from the Town of Mills Clerk or Police Department.

P. Owners of the building sites must comply with all federal, state, Town of Mills ordinances and local governmental statutes, rules and regulations in building upon building sites and in the use thereof.

Q. No parking of immobile vehicles, junk cars or trucks for a period in excess of one week either on the property or street. Recreational vehicles, camp trailers and boat trailers excepted.

R. As soon as practicable and no longer than twelve months after occupancy, lots shall be furnished with concrete, brick or asphalt driveways and walks or patios and any remaining areas, except under structures, shall be sodded or sown with lawn or other suitable landscaping. Lawns shall be maintained free of weeds and watered and cut to not more than four inches in height during the growing season.

S. A 4'-0" redwood fence will be erected on the north and south boundaries of the development. It will be the responsibility of each lot owners to maintain the fence on his property, to repair or replace same as necessary to maintain the original condition. Lot line fences shall be of new material, neat and compatible with the adjoining fences. No barbed wire or electric fences will be permitted. Lot lines will be surveyed and clearly defined by #5 re-bar corner markers with metal caps identifying the corner and driven flush with ground surface.

T. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2001, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the owners of the sites covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs 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 situated in said tract to prosecute any proceedings at law or in
equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation. The Town of Mills may enforce these covenants, but is not required to by law. Any party found to have violated any covenant contained herein shall be required to pay all costs of the prevailing party or parties including their reasonable attorney's fees.

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

FREDEN ADDITION TO THE TOWN OF MILLS

By

Dennis H. Lower

By

Freda R. Lower
STATE OF WYOMING  }  SS.
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by Dennis H.
Lower and Freda R. Lower, a partnership, this 22nd day of May, 1981.

WITNESS my hand and official seal.

[Signature]

Notary Public

My commission expires: ____________________________
MAY 17, 1984

County of Natrona, Wyoming