BOARD OF COUNTY COMMISSIONERS - PARK EAST RANICHETTES

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of
September, 1979, by and between the Board of County Commissioners,
Natrona County, Wyoming, hereinafter referred to as "Board", and Frank
Muratore and James V. Ruperto, a General Partnership, hereinafter des-
ignated as "Owner".

WITNESSETH:

WHEREAS, owner is the legal owner of all lands which comprise
Lots 1-58, inclusive, Park East Ranchettes Subdivision, a subdivision
of Natrona County, Wyoming, a copy of a plat which is attached hereeto as
Exhibit "A" and made a part hereof; and

WHEREAS, the owner has requested that the Board of County Com-
missioners approve said plat under the terms and conditions of the Wy-
oming 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 sub-
division and the development thereof, whereupon the Board will approve
the subdivision plans under the provisions of the Wyoming State Stat-
utes.

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. 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
1.2 Roadway Classification:

A. All roadways within said subdivision shall be classified as minor residential roadways with 60"0" rightof-way, 30"0" earthgrade widths, two 15"0" travelways, two 30"0" shoulders at 6:1 slope, and two 12"0" borrow pits. The roadways shall be graveled and have a minimum of 6" of grading "K", as defined by the Wyoming Highway Department Specifications, 1974 Edition.

B. The acting County Surveyor based upon a soil test prepared and certified by the 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 County. Prior to the construction of aggregate base surfacing, all soil tests shall be submitted to the acting County Surveyor 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>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot;</td>
<td>Minimum: 95, Maximum: 100</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>70</td>
</tr>
<tr>
<td>1/2&quot;</td>
<td>45</td>
</tr>
<tr>
<td>3/8&quot;</td>
<td>30</td>
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<tr>
<td>#200</td>
<td>3</td>
</tr>
</tbody>
</table>

The crushed stone shall have a percentage of wear not more than 50% when tested in accordance with A.A.S.H.O. T-96 (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. Placement of Crushed Base:

A crushed base must be applied in accordance with the Natrona County Standards and subject to the approval of the acting County Surveyor.

1.4 Construction Sequence:

All roadways within the subdivision shall be constructed in an orderly sequence as the addition is developed and hills 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 the Park East Ranchettes Estates Improvement and 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 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 will 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 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 County Engineer and County Planner prior to approval of the final plat by the Board. Said erosion control plan shall be attached hereto as Exhibit "B".

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F. The owner shall reseed all construction easements and exposed slopes, including approaches, in accordance with acceptable standards established for the Natrona County. Said method of reseeding will be approved by the County Road and Bridge Superintendent 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 revegetation 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 road 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 approaching 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" galvanized pipe set in concrete and located on the left side of the intersection, 6' off the shoulder. The mounting height shall be 7' from the bottom of the sign.

1.9 Storm Water Requirements:

A. Minimum 18" diameter culverts shall be installed at all crossings and approaches and other locations as required by the acting County Surveyor. Said culverts shall conform to the requirements of A.A.S.H.O. H-64 or A.S.T.M. A-82 for the specified diameter and strength class.

B. The owner shall provide the acting County Surveyor and County Planner with a complete plan or profile of all proposed drainage.

C. 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 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, in writing, and so notify the owner. If said culvert installation 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.
1.10 Water Service:

Water Service shall be the responsibility of each individual property owner.

1.11 Sewer Service:

Sewer service shall be the responsibility of each individual property owner, however, the Natrona County Health Department must approve the subdivision for the location of 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 which must be certified by an engineer. Said test results shall be filed and recorded with the contract documents between the owner and the Board, and are attached hereto as Exhibit "C".

1.12 Utilities:

All utilities shall be underground, or overhead.

1.13 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 "D" and made a part hereof. The covenants shall conform to the zoning district in which the subdivision is located.

1.14 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 specified 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 an order to proceed to the next phase prior to completion of the previous phase.

1.15 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.

1.16 Public Sites and Open Spaces:

The owner shall pay to the County a cash amount equal to 6% of the raw land value of the total land area of the subdivision for parks, playgrounds or other public uses. For the purposes of this agreement, the raw land value has been determined to be $130,000.00, which will require the owner to make a cash contribution equal to $7,800.00.

1.17 Compliance with Applicable State Laws:

The owner agrees to comply with all State laws and rules and regulations promulgated thereunder.

1.18 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 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 rezone or cause to be rezoned Lots 1-58, inclusive, Park East Ranchettes Subdivision from O-D (Open District) to R-R (Rural Residential).

This Agreement shall be binding upon and shall inure 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

ATTEST:

John F. Miller
Commissioner

John F. Miller
County Clerk

Frank E. Schuss
Commissioner

OWNERS
PARK EAST RANCHETTES

Frank Muratore
Frank Muratore, General Partner

James V. Ruperto, General Partner

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by John P. Burke, Chairman; Pat Ayres, Commissioner; and Frank E. Schuss, Commissioner, Board of County Commissioners, this 1st day of September, 1979.

Witness my Hand and Official Seal.

John Sedlock
Notary Public

APRIL 1, 1980

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Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486

STATE OF WYOMING
COUNTY OF NATRONA

My Commission Expires:

My Commission Expires Jan 14, 1993

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Judy Ruppert, General Partner of the above named party, this 27th day of April, 1975.
EROSION CONTROL CONSERVATION PLAN

Name of Applicant: Frank Hurators & (James V. Roperto)

Business Address: Ph. 266-1485

Home Address: 1201 West Odell Ph. 234-9679

Date: July 26, 1975

I, Frank Hurators & James V. Roperto, 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 Park-Past Ranchettes Subdivision, which is located 9 miles miles Northeast 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: 320.57

2. Total acres of land in the subdivision to be exposed through grading for the construction of roadways, utility installations, building sites or development: 20 acres exposed - roadways

3. The soil classification(a), in accordance with the Unified Soils Classification System. Dyer Loamy Sand 6-10% 10% +

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). Sagebrush & grass

6. Maximum slope of the exposed areas (cut slopes, fill slopes, etc.)

7. The proposed method of stripping, storing and replacing of top soil. N/A

If special erosion problems exist, check the appropriate: (a) Active sand dunes; (b) Alkali 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

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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 re-vegetation of the exposed areas, 11 acres to be reseeded using drill to seeds on borrow pits only - no other areas to be exposed.

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 soil 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 1/2 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.

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) reseeding immediately after construction.

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. **not applicable - no major drawves or exposed steep slopes on property.**

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.

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OWNERS OR AGENT

[Signature]

Date 7-24-75

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

Chairman or Authorized Designee

Date Approved

276408
SAMPLE IDENTIFICATION:

On July 12 - July 19, 1979, at your request, our personnel performed field percolation rate tests at the above captioned property. Also, six (6) test pits were excavated to determine any ground water level or bedrock conditions. Locations of the tests and test pits are shown on the attached sheet. Tests were performed in accordance with Wyoming Department of Health Standards.

Submitted:

Jerry M. Boggett
Manager, Casper

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<table>
<thead>
<tr>
<th>Lab No.</th>
<th>Location &amp; Depth</th>
<th>Soil Type, (visual)</th>
<th>Percolation Rate - Minutes per inch</th>
</tr>
</thead>
<tbody>
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<tr>
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<tr>
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<tr>
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<tr>
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## TEST RESULTS:

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<td>Location &amp; Depth</td>
<td>Soil Type, (visual)</td>
<td>Percolation Rate - Minutes per inch</td>
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<td>394</td>
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2764C8
TEST PIT
# 3 (lot #4)
TOPSOIL CLAY,SANDY
CLAY,SANDY; DRY
FINE, ORGANICS, SALTS

CLAY, SANDY; MOIST
SALTS, ORGANIC MATTER

SAND, SILTY; DAMP
VERYL FINE, LOOSE, TAN
COLOR

SAND, SITLY; DAMP
SOME CLAY, SANDY SEAMS

LOGS OF TEST PITS

NOTE: NUMBERS TO LEFT OF LOG INDICATE DEPTH IN FEET

TEST PIT
# 4 (lot #3)
TOPSOIL
CLAY, SANDY;
MOIST ORGANICS, GRAY
COLOR, SALTS AT 2.0'

SAND, SILTY; TAN
DAMP, FINE ORGANICS

TEST PIT
# 5 (lot #45)
TOPSOIL
CLAY, CLAYEY: ORGANICS
DRY

SAND, SILTY; FINE
MOIST, LOOSE, BROWN
COLOR, ORGANICS

TEST PIT
# 6 (lot #51)
TOPSOIL
GRAVEL, SANDY
ORGANICS, SOME
SILTY FINE
DAMP

SAND, SILTY
MOIST, TAN COLOR
SAND, FINE GRAIN

NO GROUNDWATER ENCOUNTER IN TEST PITS.

PARK EAST RANCHETTES
job No. 79-11/41
276408
COVENANTS RESTRICTING AND GOVERNING

LAND USE AND DEVELOPMENT

EXHIBIT D

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Frank Muratore and James V. Robero are the owners of
Park-East Ranchettes
, a subdivision of the West 1/2 Section 31,
Township 35, Range 77 and the Westerly 97.53 feet of the East 1/2 Section 31,
Township 35 North, Range 77, all West of the 6th P.M., Natrona County, State of
Wyoming, as shown on the plat thereof duly recorded on March 19, 1979
in the office of the County Clerk and Ex-Officio Registrar of Deeds in and for
Natrona County, State of Wyoming, in Book of Deeds at Page

WHEREAS, in order to promote the general purpose of maintenance of
Park-East Ranchettes
 as a semi-rural, noncommercial area,
suitable for rural living with a minimum of congestion, and to promote the ownership
and use of pleasure horses, the undersigned owners desire hereby to make and
impose upon said real property the restrictions and limitations hereinafter set forth, and

NOW, THEREFORE, for and in consideration of premises, the undersigned
parties do hereby make, publish, declare and impose upon all of the real property
situate and included within the aforesaid subdivision, the following
restrictions and limitations governing the use and development of all Lots within
said subdivision, and do hereby specify and declare said restrictions and
limitations shall be and constitute covenants running with all of the land in said
subdivision, to be binding upon the undersigned and all persons claiming by,
through or under them and likewise to be for the benefit of, as well as limiting
and restricting, all future owners of Lots within said subdivision.

1

Permitted Uses and Limitations

1.1 No buildings or structure shall be erected, placed, or permitted
to remain on any Lot other than one, private, single family dwelling,
specifically designed for the use and occupancy of one family, together with such
outbuildings as are required under paragraph 1.3 below. Trailer houses or mobile
homes installed in accordance with the standards and requirements hereinafter set
forth are specifically permitted; with the exception of such properly installed
trailer houses and mobile homes, no temporary building or dwelling shall be erected,
placed or be permitted to remain on any Lot; provided, however, that temporary
structures may be permitted for a period of no longer than one year during the
course of construction of an approved permanent structure.

1.2 Further subdivision of any Lot or Lots is prohibited.

1.3 Subject to the approval of the Committee, the care and feeding of
livestock or poultry is permitted. With such exception, use of the premises for
commercial, business and trade purposes is prohibited. Use of the premises for a
boarding or rooming house shall be deemed a prohibited commercial or business use.
Adequate shelter shall be provided for any domestic animals, poultry, fowl and livestock kept on the premises and the same shall be contained on the owner's Lot or Lots.

1.4 The entire premises shall be kept clean and sanitary at all times,
free of nuisance. The accumulation of weeds, rubbish or junk of any kind is not
permitted. Garbage containers shall be completely enclosed and covered at all
times. Storage of unlicensed road vehicles is not permitted and same may be
removed by the Committee after thirty (30) days notice to the owner of the Lot
where found. The Committee is likewise authorized to remedy any unsanitary or
unsightly condition if not remedied by the owner upon thirty (30) days notice. All
costs incurred by the Committee in such connection shall be borne by the Lot
owner and shall constitute a lien against the Lot or Lots involved, forecloseable
by action on default of the owner in bearing such costs.
1.5 No parking is permitted within the right-of-way of roadways or middle paths. Each property owner within the subdivision must provide adequate "off-street" parking for themselves, their guests, and invitees.

II

Construction Standards and Requirements

2.1 Each tract containing one or more Lots under one ownership must be enclosed by a fence within ninety (90) days of occupancy. The fence shall be a 32-inch seven-wire with two strands of barbed wire above, the posts to be no more than 20 feet apart, provided, however, that a substantially equivalent fence may be constructed if approved by the Committee.

2.2 Permanently installed trailer houses and mobile houses are permitted, the same to be "set" no more than 24 inches above ground level and to be properly skirted and provided with adequate tie-downs. Proper maintenance so as to avoid unsightly conditions shall be required.

2.3 Grading or contouring which may unreasonably impede, dam, divert or otherwise interfere with the natural drainage of surface waters or streams shall not be permitted.

2.4 No structure shall be placed within 25 feet of the front line of a Lot, except in the instance where the general purpose might be better served by an exception, which exception must be specifically approved by the Committee.

2.5 Each Lot on which a dwelling is constructed, erected, or installed shall have adequate provision for disbursement of sewage, which provisions shall be subject to the approval of the governmental authority having jurisdiction in the premises. Any water supply for domestic purposes shall be subject to the approval of appropriate governmental authority.

2.6 No improvement shall be erected or placed on any Lot in said subdivision nor shall any improvement be enlarged, remodeled, or altered until the plans, design, and specifications therefor, together with a plot plan showing the location thereof on such Lot, shall have been submitted to the Committee and approved in writing by the Committee. In the event the Committee neither approves nor disapproves such plan within thirty (30) days from the date of submission thereof, such plan shall be deemed to have been approved.

III

Easements

3.1 An easement and right-of-way for the construction, operation, maintenance, and removal of utilities serving all or any part of the subdivision or adjacent lands is hereby established in all streets and along the boundary lines of all Lots, as depicted on the recorded plat.

3.2 An easement consisting of a strip ten (10) feet in width on each side of every roadway, for use as a middle path, is hereby established. No fence will be permitted to obstruct the easement so established.

IV

Control Committee

4.1 There is hereby established a control committee ("Committee"), consisting of five (5) members, Frank Muratore, James V. RoPerto, and Jeffery Muratore, and Peggy Cordes, all of Casper, Wyoming, shall serve as the initial members of the Committee.

The Committee shall have the unqualified right to designate replacement members, including replacement of themselves, at any time and from time to time, at their sole discretion, provided only that at such time as two-thirds, by number, of the Lots in the subdivision have been sold or subjected to contract for sale, ownership of at least one Lot within the subdivision shall be a necessary qualification for membership on the Committee.
4.4 The Committee shall have all requisite power and authority to administer and enforce the foregoing covenants, to the end that the general purpose shall be served, and shall have the right and power to grant and approve such exceptions and variances therefrom as are consistent with the general purpose.

4.5 The foregoing covenants are subject to repeal or substantial and material amendment only upon the majority vote of Lot owners. For voting purposes, each Lot shall be assigned one vote and a majority, at law or in equity, of those voting shall carry the affirmative on any question submitted for vote. A vote may be called for by the Committee at any time. The owners of 10% of the Lots, by number, shall likewise be entitled to call for a vote.

V

Term

The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and thereafter for successive ten (10) year periods, unless by agreement by the majority of the then owners of Lots in said subdivision the terms and provisions hereof are changed, modified or abrogated, in whole or in part, either at the end of the first twenty-(20) year period or at the end of any succeeding ten-(10) year period.

VI

Enforcement

In the event of a violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the Committee, or any person owning any Lot in said subdivision, to prosecute any proceedings, to recover damages for such violation or to obtain injunctive relief, or both damages and injunctive relief, all as may be appropriate in the circumstances.

VII

Owners Association

There is hereby established an Owners' Association, and each Lot owner (as defined in paragraph 4.1 hereof) is and shall be a member thereof. The Association shall be controlled by such owners on a one-lot/one-vote basis, and there is hereby established a maintenance-improvement fund, and said Association shall have the right to assess the Lot owners in the amount that it deems proper for such fund but not to exceed the sum of $100.00 per Lot in the year 1978 and a sum not to exceed $200.00 per Lot for each of the years 1979, 1980 and 1981 and further, that any assessments as levied each year shall be and become a lien without filing of suit or legal proceedings to establish such lien on any premise if such amount is not paid within 60 days after written notice that such assessment is due. All costs incurred by the Committee in any such connection shall be borne by the lot owner and shall constitute a lien against the Lot or Lots involved, foreclosable by action on default of the owner in bearing such costs.

VIII

Dog Control

No owner shall fail to exercise proper care and control of his dogs to prevent them from becoming a public nuisance. Additionally, excessive, continuous or unmanifest barking, molesting passersby, chasing vehicles or bicycles, attacking other domestic animals, or trespassing upon private property shall be deemed a public nuisance and action will be taken by said Association in a court of law to have the dog destroyed or relocated.
IN WITNESS WHEREOF, these covenants have been executed at Casper, Wyoming on this 22 day of Aug., 1979.

[Signatures]

STATE OF WYOMING
COUNTY OF NATOMA

The foregoing instrument was acknowledged before me by FRANK MURATORE and JAMES V. ROPERTO this 22 day of Aug., 1979.

Witness my hand and official seal.

[Signature]

Notary Public

Mar. 22, 1983