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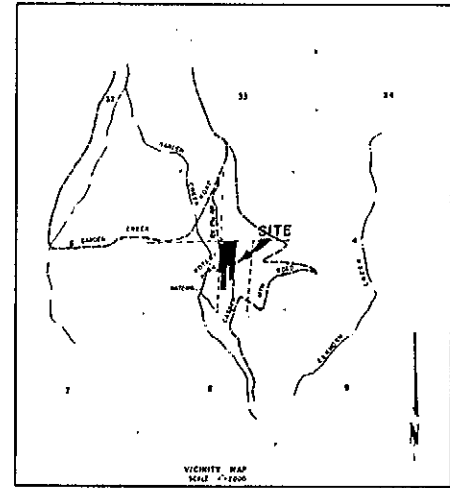
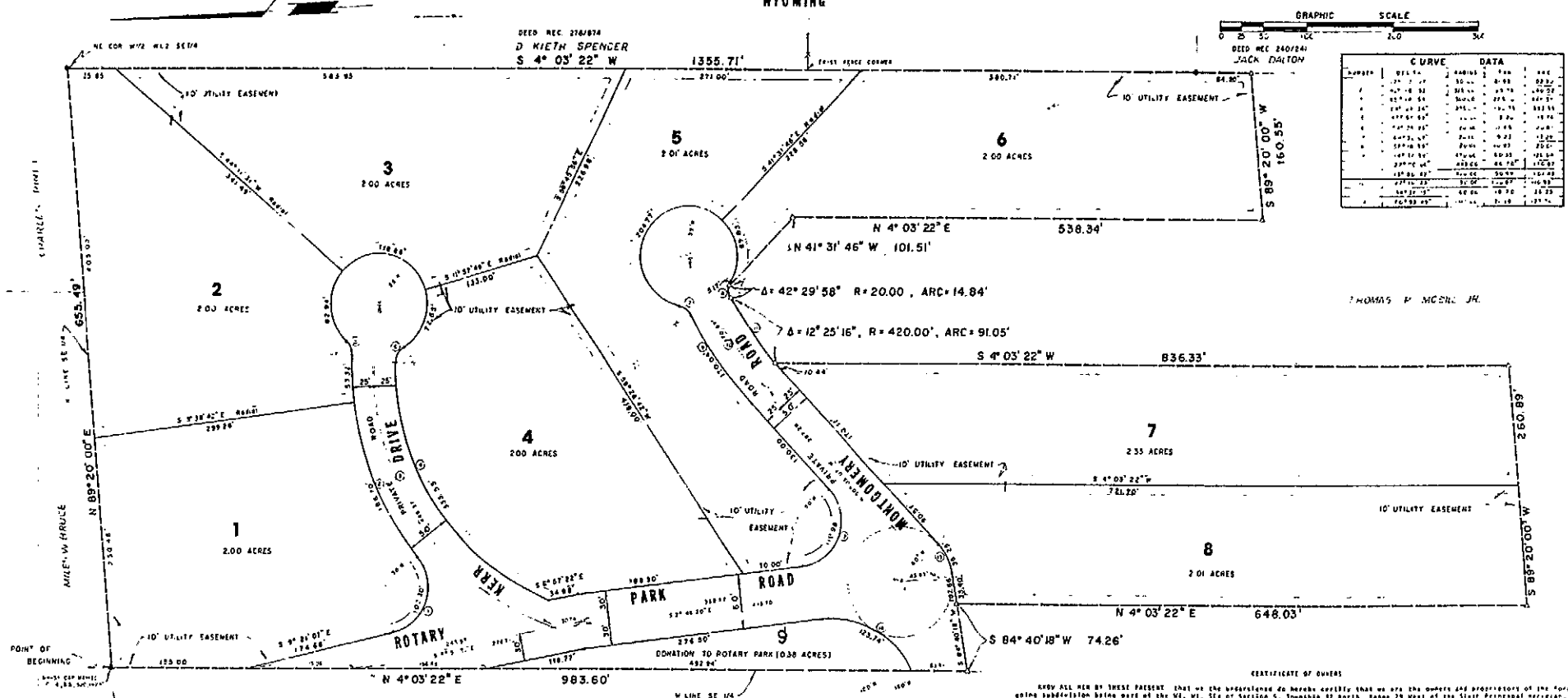
# PEACE OF THE MOUNTAIN

A SUBDIVISION OF THE W1/2, W1/2, SE1/4, SECTION 5, TOWN 32 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA CO., WYOMING

314156

314156

314156



**APPROVALS**

Board of Commissioners of Natrona County, Wyoming by resolution duly passed on the 18th day of April, 1981

Attest: [Signature]  
County Clerk

RESPECTED AND APPROVED on the 18th day of May, 1981  
By [Signature]  
Surveyor

RESPECTED AND APPROVED on the 18th day of June, 1981  
County Assessor

Filed for record in the Office of the County Clerk of Natrona County, Wyoming.  
County Clerk  
June 18, 1981

**CERTIFICATE OF SURVEYOR**

I, GREGORY J. CLERMONT, of Casper, Wyoming, do hereby certify that this plat representing a subdivision of part of the W1/2, W1/2, SE1/4 of Section 5, T. 32 N., R. 79 W., of the Sixth Principal Meridian, Natrona County, Wyoming, as lots 1-9, PEACE OF THE MOUNTAIN, is in accordance with a survey made by me and under my direction during the month of January, 1981. This plat shows the subdivision, monumentation, and identification in accordance with this act as the request of the owners. All dimensions are indicated in feet and decimals, therefor, all being correct to the best of my knowledge and belief.

GREGORY J. CLERMONT  
Surveyor

The foregoing instrument was signed and acknowledged before me by GREGORY J. CLERMONT on the 18th day of June, 1981.  
My Commission expires: 1

**CERTIFICATE OF OWNERS**

BEFORE ME HERBY THOMAS P. MCNEIL, Notary Public for the State of Wyoming, that we are the owners and proprietors of the foregoing subdivision being part of the W1/2, W1/2, SE1/4 of Section 5, Township 32 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and that lands set forth on this plat shall be known as PEACE OF THE MOUNTAIN, a subdivision of the County of Natrona, Wyoming, more particularly bounded and described as follows:

Beginning at the northwest corner of the said SE1/4 of Section 5, said point being marked by a brass cap with diameter .125 inch (1) 1/2 inch S 89° 20' 00" W a distance of 160.35 feet to the northeast corner of said W1/2, SE1/4 of Section 5, said point also being the northeast corner of a parcel of land recorded in Book 778, page 831, Natrona County Deed Records;

thence S 4° 03' 22" W, along the east line of said W1/2, SE1/4 of Section 5, said line also being the west line of said parcel of land recorded in Book 778, page 831, Natrona County Deed Records, a distance of 1355.71 feet to a point;

thence S 4° 03' 22" W, along the east line of said W1/2, SE1/4 of Section 5, said line also being the west line of a parcel of land recorded in Book 778, page 831, Natrona County Deed Records, a distance of 271.00 feet to a point;

thence N 4° 03' 22" E, along a line drawn westerly of and parallel with the said north line of SE1/4 of Section 5, a distance of 538.34 feet to a point;

thence S 4° 03' 22" W, along a line drawn westerly of and parallel with the said north line of SE1/4 of Section 5, a distance of 836.33 feet to a point;

thence N 4° 03' 22" E, along a line drawn westerly of and parallel with the said east line of W1/2, SE1/4 of Section 5, a distance of 648.03 feet to a point;

thence S 4° 03' 22" W, along a line drawn westerly of and parallel with the said north line of SE1/4 of Section 5, a distance of 742.6 feet to a point;

thence N 4° 03' 22" E, along a line drawn westerly of and parallel with the said east line of W1/2, SE1/4 of Section 5, a distance of 983.60 feet to a point;

thence S 4° 03' 22" W, along a line drawn westerly of and parallel with the said north line of SE1/4 of Section 5, a distance of 1355.71 feet to the intersection with the west line of the said SE1/4 of Section 5, said line also being the west line of a parcel of land recorded in Book 85, page 85, Natrona County Deed Records;

thence N 4° 03' 22" E, along the east line of the SE1/4 of Section 5, a distance of 271.00 feet to the POINT OF BEGINNING.

CONTAINING 19.75 Acres of land more or less.

and as appears on this plat the above subdivision is with the free consent and in accordance with the desires of the undersigned owners and proprietors of said lands, that easements are hereby granted in utility companies to locate, construct, use and maintain or authorize the location, construction, use and maintenance of conduits, lines, poles, wires, etc., any or all of which may hereafter be used for electric, gas, water, telephone, cable, or other purposes, and that all streets and public ways shown on this plat, except 100' WIDE and MONTGOMERY ROAD, which will be dedicated as public roads, are dedicated to the use of the public, and that the undersigned owners and proprietors of said lands intended in this subdivision hereby notice and relinquish all claims they may have therein by virtue of the Statute Location Laws of the State of Wyoming, if they be decreed to the contrary at any time.

Thomas P. McNeil  
Notary Public  
6485 Indian Scout Drive  
Casper, Wyoming 82401

WILLIAM J. COUCHMAN  
245 Lincoln Drive  
Lansing, Ohio 43130

**STATE OF WYOMING** ) ss.  
County of Natrona )

On this 18th day of June, 1981, before me personally appeared THOMAS PAUL MCNEIL, JR., is no known to be the Notary Public for the State of Wyoming, and he acknowledged the foregoing instrument and acknowledged the same as his free act and deed.

WITNESS my hand and official seal.

My commission expires: 18

STATE OF WYOMING ) ss.  
County of Natrona )

On this 18th day of June, 1981, before me personally appeared WILLIAM J. COUCHMAN and ENLISSE LOPEZ, husband and wife, is no known to be the Notary Public for the State of Wyoming, and they acknowledged the same as their free act and deed.

WITNESS my hand and official seal.

My commission expires: 18

**LEGEND**

▲ 1/4-ACRE BASIS OF RANGE W. 22-310-147

△ 1/4-ACRE BASIS OF RANGE W. 22-310-147

○ FOUND NEWM

□ CORNER OF EASEMENT

○ ELEVATION IN FEET OF 100.00

**NOTES**

1. THERE SHALL BE NO PUBLIC DOMESTIC WATER SERVICE

2. THERE SHALL BE NO PUBLIC SEWER DISPOSAL SYSTEM

3. THERE SHALL BE NO PUBLIC MAINTENANCE OF HIGHWAY AND "MOUNTAIN ROAD"

PREPARED BY  
THE ENGINEERS  
6405 INDIAN SCOUT DR  
CASPER, WYOMING 82401  
307 286-1423  
JANUARY 30, 1980

RECORDED June 18 1981 AT 2:00 O'CLOCK P.  
INSTRUMENT NO. 314157  
JOHN J. TOBIN COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS - PEACE OF THE MOUNTAIN  
SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 18<sup>TH</sup> day of April, 1980, by and between the Board of County Commissioners, Natrona County, Wyoming, hereinafter referred to as "Board", and Thomas Paul McDill, Jr., hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is the legal owner of all lands which comprise all lots and blocks in the Peace of the Mountain 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

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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) and points of return (POR'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 acting County Surveyor and upon completion of the roadway construction.

**1.2 Roadway Classification:**

- A. All roadways within said subdivision shall be classified as local streets with a 50'0" right-of-way, 30'0" earthgrade width, two 12'0" travelways, two 3'0" shoulders at 6:1 slope and two 10'0" borrow pits. Roadways shall be graveled and have a minimum of 6" of grading "W", as defined by the Wyoming Highway Department Specifications, 1974 Edition.
- B. The acting County Surveyor, County Road and Bridge Superintendent or Planning Director, based upon a soils 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 soils tests shall be submitted to the acting County Surveyor, County Road and Bridge Superintendent and County Planner 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.

Sieve Size	% Passing by Weight	
	Minimum	Maximum
1"	95	100
3/4"	70	95
#4	40	60
#8	30	50
#200	3	12

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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. 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 and the Road and Bridge Superintendent.

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 roadways within the subdivision shall be via a services improvement district, a copy of which district is attached hereto as Exhibit "B".

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 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.

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- 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 Planner prior to approval of the final plat by the Board. Said erosion control plan shall be attached hereto as Exhibit "C".
- F. The 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 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 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 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 of the shoulder. The mounting height shall be 7' from the bottom of the sign.

#### 1.9 Storm Sewer 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. M-64 or A.S.T.M. A-142 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

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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 "D".

**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 "E", 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

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the specified phase of construction, shall notify the Board, in writing, of their completion. 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 allocate and convey to the County a .38 acre tract of land for parks, playgrounds and other similar public purposes, which is so designated on the final plat. In addition, the owner shall also pay to the County a cash contribution equal to the raw land value of .769 acres. For the purposes of this agreement, the raw land value of the .769-acre tract has been determined to be ~~3429.79~~ 3429.79

**1.17 Architectural Committee:**

The owner shall establish an architectural committee comprised of three members of the improvement services dis-who shall be responsible for and approve the architectural design and the location of all buildings and structures on all lots within the subdivision. Prior to the issuance of a building permit, a copy of said approval must be submitted to the Planning Director.

**1.18 Site Plan Approval:**

Prior to the issuance of a building permit, the owners of Lots 6, 7 and 8 will be required to prepare and submit a site plan to the Planning Commission and Board of County Commissioners for their review and approval.

**1.19 Compliance with Applicable State Laws:**

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

**1.20 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

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harmless clause and indemnification shall expire upon completion of the terms of this agreement by the owner.

II.

OBLIGATIONS OF BOARD

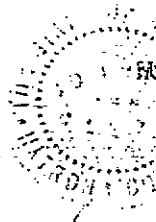
The Land in question is presently zoned R-L (Light Density Residential), and therefore, no rezoning is required.

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

My Term of Office Expires  
January 3, 1983



ATTEST:

*[Signature]*  
John L. Tobin  
County Clerk

*[Signature]*  
Nat E. Fowler, Chairman

Commissioner

*[Signature]*  
Commissioner

OWNER

*[Signature]*  
Thomas P. McDill, Jr.





EXHIBIT "C"

EROSION CONTROL CONSERVATION PLAN

Date: March 14, 1980

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Name of Applicant: Thomas B. McDill Jr.  
Business Address: 6405 Indian Scout Casper, Wyo. Ph 2661425  
Home Address: same Ph. 266-1425  
Subdivision: Peace Of The Mountain

I, Thomas P. McDill Jr., 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 Peace Of The Mountain Subdivision, which is located three miles North 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. 19.15 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. approx. 1(one) acre

3. The soil classification(s), in accordance with the Unified Soils Classification System. rocky

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). very sparse natural grasses
6. Maximum slope of the exposed areas (cut slope, fill slope, etc.)

3:1

7. The proposed method of stripping, storing and replacing of top soil. very little top soil exists, all cuts will be used as fill with no over-lot grading

If special erosion problems exist, check the appropriate: (a) Active sand dunes; (b) Alkali areas; (c) Bentonite areas; (d) Other - none exist

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 commensurating 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 revegetation of the exposed areas. Where top soil has been disturbed it will be stockpiled

and following procedures followed. Where only rock is cut it will be rumbled and placed and shaped in barrow pit and drain ditches.

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 coultter 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 1/4 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. All proposed cut areas are in rocky ground and slopes are minimal. Mulching not feasible.

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)

Same as #9

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.

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11. The proposed method of controlling water erosion on steep slopes or other applicable areas. In all cases slopes are minimal or depths are very shallow.

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

Thomas P. McDuff

Date 4-14-80

BOARD OF COUNTY COMMISSIONERS  
Natrona County, Wyoming

\_\_\_\_\_  
Chairman or Authorized Designee

Date Approved \_\_\_\_\_

Compliments of:  
 FIRST AMERICAN TITLE INSURANCE CO., INC.  
 120 N. Center Street • Casper, WY 82601 • (307) 237-8488



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).

W.O.# 2/29/A80

Name Tom McDill

ENGINEERING, INSPECTION, TESTING SERVICE  
 5024 Alcova Rte, Box 14, Casper, Wyo., 82601  
 (307) 234-9792

*Exhibit D*

PERCOLATION TEST RESULTS

Date: 3/14/80

Page two of two

Legal Description: Peace of the Mountain, Lots 1 thru 8 & 1 tract  
 Subdivision Block Lot # and or Address  
 W $\frac{1}{2}$  W $\frac{1}{2}$  SE $\frac{1}{4}$  Sec 5, T32N, R79W, 6th PM, Natrona County

Observation hole finding: none drilled.

Hole #	Stabilized Rate	Soil Finding & Depth	Time Soaked	Ground Elevation
6	43 min/1"	30" rocky heavy clay	18 hours	unknown
7	22 min/1"	30" rocky sandy clay	18 hours	unknown
8	35 min/1"	30" rocky heavy clay	18 hours	unknown
tract	13 min/1"	30" rocky sandy clay	18 hours	unknown

Test taken by: Burton W. Hull

Signature: *Burton W. Hull*

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 14th day of March, 1980.

*Gray C. Wangelin*  
 Gray C. Wangelin, Wyoming Registration  
 Number 1945, Professional Engineer

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EXHIBIT "D"

W.O.# 2/29/A80  
Name Tom McDill

ENGINEERING, INSPECTION, TESTING SERVICE  
5024 Alcova Rte, Box 14, Casper, Wyo., 82601  
(307) 234-9792

PERCOLATION TEST RESULTS

Date: 3/14/80

Page one of two

Legal Description: Peace of the Mountain, Lots 1 thru 8 & 1 tract  
Subdivision Block Lot # and or Address  
W 1/2 W 1/2 SE 1/4 Section 5, T32N, R79W, 6th PM, Natrona County

Observation hole finding: Rocky soil prevented drilling, Previous investigation in adjoining area found no ground water within 10' of surface.

Hole #	Stabilized Rate	Soil Finding & Depth	Time Soaked	Ground Elevation
1	10 min/1"	30" rocky sandy clay	18 hours	unknown
2	10 min/1"	30" rocky sandy clay	18 hours	unknown
3	12 min/1"	30" rocky sandy clay	18 hours	unknown
4	11 min/1"	30" rocky sandy clay	18 hours	unknown
5	11, min/1"	30" rocky sandy clay	18 hours	unknown

Test taken by: Burton W. Hull

Signature: Burton W. Hull

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 14th day of March, 1979.

Gray C. Wangelin  
Gray C. Wangelin, Wyoming Registration  
Number 1945, Professional Engineer

314157

EXHIBIT "E"

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

PEACE OF THE MOUNTAIN, A SUBDIVISION OF THE W $\frac{1}{2}$ , W $\frac{1}{2}$ , SE $\frac{1}{2}$  SECTION 5, T. 32 N., R. 79 W., 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, THOMAS PAUL MCDILL, JR. is the owner of Lots 1 through 8, Peace of the Mountain, a subdivision in Natrona County, Wyoming, and desires to establish in said subdivision a residential district of dwelling houses wherein the construction 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 Thomas Paul McDill, Jr. desires to provide for Peace of the Mountain improvement and service district, a non-profit association or corporation, to assess, manage and provide for snow removal and other community affairs in said subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned, Thomas Paul McDill, Jr., does hereby make, impose, and establish the following building restrictions, covenants, and improvement and service district agreement on all of the lots in Peace of the Mountain, 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, tent, shack, garage or other outbuilding 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 1500 square feet of useable living space, exclusive of cellar, basement, porches, terraces and garage.
- 1.3 Lots 6, 7 and 8 shall not be allowed to harbor, board, or pasture any horse, cow, or other domestic or food-type animal.
- 1.4 Lots 1 through 5 will be allowed to harbor or board two or less horses, no cattle or food-type animals. Said horses shall be enclosed in a corral-type area; no greater in size than 30 feet x 50 feet. A suitable barn shall be provided for the protection of said horses.
- 1.5 All exterior siding of any and all residences, garages, barns or other structures shall only be made up of naturally stained woods or rock, or any combination thereof. No steel buildings or prefabricated structures are permitted.
- 1.6 Perimeter fencing of lots, yards, or roadways will consist only of double split rail fence, not to exceed four feet in height. Overgrazing of lots by domestic animals is prohibited.

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Compliments of:  
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120 N. Center Street • Casper, WY 82601 • (307) 237-8488



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).

1.7 An architectural committee will be formed after the sale of two lots. The committee will be made up of the original lot owners of first two lots and Thomas Paul McDill, Jr. After the sale of five lots membership will be made up of voted members selected on a one vote per lot basis, with Mr. McDill having one vote only. Architectural committee shall administer the following restrictions and any variances therefrom.

- a) Front and side yard setbacks
- b) Building siding and type
- c) Minimum 1500 square feet homes
- d) Statement from licensed architect, geologist or civil engineer that home can be built upon selected site without undue risks.
- e) Septic tank and well site selection.

1.8 Provide adequate off-street parking for vehicles for the family occupying such premises and their guests. No parking will be permitted within the right of way of streets or roadways within the heretofore described lands.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 15th 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.

THOMAS PAUL McDILL, JR.

The foregoing instrument was acknowledged before me by Thomas P. McDill, Jr, an individual, this 13th day of March, 1980.

Witness, husband, and official seal.

JANA S. OATZ - Notary Public  
County of Natrona State of Wyoming  
My Commission Expires Mar. 9, 1983  
My Commission expires:  
March 9, 1983

  
Notary Public