BOARD OF COUNTY COMMISSIONERS - PLATTE VIEW BLUFFS

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of May, 1977, by and between the Board of County Commissioners of Natrona County, Wyoming, hereinafter referred to as "Board", and Mountain States Properties, a partnership, hereinafter designated as "Owner".

WHEREAS, Owner is the legal owner of all lands which comprise Lots 1-269, inclusive, Platte View Bluffs 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 corner 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, on a street, way, 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 (PL’s) are 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 County Engineer, and upon completion of the roadway construction.

1.2 Construction of Sidewalks, Curb, Gutters and Streets:

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

A. Riverbend Road shall be classified as a collector street with a 65' right-of-way, 52'0" paving width, two 6'3" curbwalks, and two 0'9" utility easements, constructed to an "AP" typical section, 3" subbase, 6" base, 1 ½" asphalt concrete binder course and 1 ½" asphalt surface course. The owner will be required to widen that portion of Riverbend Road that abuts said subdivision so that the paving width is 52'0". Based upon a soils test submitted to the Engineering Director, the Director may alter the above standards.

B. Lilac and Bagonia, between Riverbend Road and Pathfinder, shall be classified as collector streets with 60' rights-of-way, 46'10" paving width, two 6'3" curb and gutters and two 0'9" utility easements, constructed to an "AP" typical section 3" subbase, 6" base, 1 ½" asphalt concrete binder course and 1 ½" asphalt surface course. Based upon a soils test submitted to the Engineering Director, the Director may alter the above standards.

C. All other streets within said subdivision shall be classified as local streets with 50'0" rights-of-way, 36'0" paving widths, two 6'3" curbwalks and two 0'9" utility easements, constructed to an "AP" typical section 3" subbase, 6" base, 1 ½" asphalt concrete binder course and 1 ½" asphalt surface course. Based upon a soils test submitted to the Engineering Director, the Director may alter the above standards.

D. Said streets shall be designed, inspected and certified by a registered engineer, certifying that the streets have been properly installed.

The owner shall certify, in writing, that the streets, sidewalks, curbs and gutters dedicated to the public have been constructed in accordance with all City Ordinances and this agreement. The owner shall maintain, repair and replace, if necessary, an asphalt wearing surface for a period of 90 years from the date of certification, at which time the City shall accept the construction thereof, in writing, and thereafter.
1.7 Fire Hydrants:

The owner shall install twenty-four (24) fire hydrants at the locations shown on Exhibit "A".

1.8 Soils Analysis:

The owner shall provide the City with a soils analysis, Subdivision lot drainage plans, along with individual lot test borings may be required by the Engineering Director, prior to the issuance of building permits.

1.9 Erosion Control Program:

Prior to approval of the final plat, an erosion control program must be submitted and approved by the County Engineer and County Planner. Said erosion control program is attached hereto as Exhibit "B" and is hereby made a part of this agreement.

1.10 Retaining Walls:

Any retaining walls constructed within the subdivision by the developer shall be designed and certified by a registered professional engineer with said plans being approved by the Engineering Director.

1.11 Pedestrian Easement:

The owner shall provide a pedestrian easement between Lots 12 and 13 for access to the river.

1.12 Water and Sewer Service:

Water and sewer service shall be provided by the City of Casper, as set forth in the agreement between the City of Casper and the owners dated the 1st day of March, 1978, and the agreement between the City of Casper and the Paradise Valley Water and Sewer District, dated the 4th day of September, 1978. Said agreements are attached hereto as Exhibits "C" and "D" and are hereby made a part of this agreement.

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 are hereby made a part of this agreement.

1.14 Financial Commitment:

In order to assure that the owner has the financial resources to complete the construction of all off-site improvements, the owner shall submit a performance bond, and an irrevocable letter of credit or establish an escrow account. The amount 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 Board.

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 convey to the County two parcels of land within said subdivision totaling 4.28 acres for parks, playgrounds and other similar public purposes.

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 all 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 all 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 THE BOARD

2.1 The Board shall rezone or cause to be rezoned Lots 1-208, inclusive, Platte View Bluffs Subdivision, subdivision of Natrona County, Wyoming, from O-D (Open District) to R-3 (seven to four unit residential), with the provision that only single family residential dwellings be permitted.

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

[Signatures]

[Names]

MOUNTAIN STATES PROPERTIES
A Partnership
STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by John P. Burke, Chairman, Teton County Commissioners; and late Commissioner; the 18th day of May, 1979.

Subscribed and sworn to this 18th day of May, 1979.

John Donardis
Notary Public

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by Ken Collins, General Partner, Mountain States Properties, this 18th day of May, 1979.

John Donardis
Notary Public
EROSION CONTROL CONSERVATION PLAN

Date: May 4, 1979

Name of Applicant: Mountain States Properties
Business Address: 2870 S. Raritan St., Englewood Colorado 80114, 303-789-0561
Home Address: 30 Foster Road, Suite 5 Casper, Wyo. 82601, 307-265-0333
Subdivision: Platte View Bluffs Subdivision

Mountain States Properties 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 roads, utility installations, building sites or development in the Platte View Bluffs Subdivision, which is located 2 miles SW 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.  __75__

2. Total acres of land in the subdivision to be exposed through grading for the construction of roads, utility installations, building sites or development.  __60__

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

   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).  __Sage Brush__

6. Maximum slope of the exposed areas (cut slope, fill slope, etc.)  __5-1__

7. The proposed method of stripping, storing and replacing of top soil.  The site has been graded.

If special erosion problems exist, check the appropriate:  (a) X 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
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.

3. The proposed method of reseeding or re-vegetation of the exposed areas. None - See #10 below.

The following procedure is required: Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and, where necessary, top soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the top soil has been uniformly spread, the area shall be scarified along the contours to a depth of approximately six inches leaving furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation. Areas not suitable for scarifying shall be left in a condition satisfactory to the Board or the Board’s designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon a 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 1/4 inch to 1/2 inch. 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). Areas which will not have houses constructed this year will be treated with straw or hay at a rate of two tons per acre, disk into the soil.

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. None. The soil has a very high percolation rate which will allow the moisture to infiltrate the ground rather than runoff.

The following procedure is required: setting 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 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.

OWNERS OR AGENTS

BOARD OF COUNTY COMMISSIONERS

Natrona County, Wyoming

Date: May 4, 1979

Date Approved: May 16, 1979

265362
# EXHIBIT "A"

## SEEDING TABLE FOR CRITICAL AREA PLANTING

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<th>Lean Soils</th>
<th>Clay Soils</th>
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1/ When broadcast seeder is used, the seeding rate will be doubled.
2/ All legumes will be inoculated with appropriate culture.

P.I.S. = Purity of seed (%) germination

USDA-SCS-WY January 1979
AGREEMENT

THIS AGREEMENT made, dated and signed this day of , 1978, by and between THE BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, Casper, Wyoming, ("Board") and THE PARADISE VALLEY WATER AND SEWER DISTRICT ("District") and ratified and approved by the CITY OF CASPER ("City").

RECITALS

This Agreement is made with reference to the following facts:

WHEREAS, the District is a water and sewer district organized under the statutes of the State of Wyoming, and in accordance with applicable statutes has obtained the approval of the voters of said District to issue general obligation revenue bonds to purchase the water and sewer system owned by the Paradise Valley Utility Company and to pay connection charges to the City of Casper for each household within the District which is actually presently being served by the Paradise Valley Utility Company and receiving water from said utility company; and

WHEREAS, the Board has agreed to sell and deliver and the District has undertaken to purchase and cause to be paid the purchase price for wholesale water service to provide water to the residents of the District; and

WHEREAS, the Board has agreed to bill the District's customers and to operate and maintain the District's water and sewer system, and to charge the District for the Board's costs; and

WHEREAS, the City of Casper has agreed to construct a water line from the Casper water treatment plant to the District, and has found that it is economically feasible; and

WHEREAS, it is the mutual desire of the parties to enter into this Agreement under which the Board will assume the ordinary and usual operations of the water and sewer system for the water and sewer district and to send bills to customers and to receive proceeds from customers and to perform other utility related functions reasonably incidental thereto excepting the collection and
financial duties related to the payment of revenue bonds or other accounts and liabilities of the District and other District functions which cannot be delegated.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants to be kept and performed and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Board agrees to sell and the District agrees to buy wholesale water service for the area embraced within the boundaries of the Paradise Valley Water and Sewer District as those boundaries were defined in the organizational decree dated October 9, 1975, in Civil Action No. 41075, District Court of Natrona County, Wyoming, which shall not be changed without City and Board’s prior approval. “Wholesale water service” means the delivery of water by the Board at the master meter of sufficient quantity to serve the existing district area, not to exceed 1.5 million gallons per day, and of a quality acceptable to the State standards established by the Wyoming Department of Environmental Quality.

2. The rate for water provided to the District shall be at the Board’s existing wholesale rate as the same shall apply from time to time for all water. The Board reserves the right at any time and from time to time to change said wholesale and outside city rate. The charge shall be the same for all wholesale or outside city purchasers of water from the Board receiving the same service.

3. The Board agrees to operate and maintain the District’s water and sewer system and to charge the District for the Board’s costs of operating and maintaining the District’s water and sewer system, including a proportionate share of overhead administrative expenses.

4. The Board agrees to be responsible for the billing and collection of accounts to the District’s customers, such billings to be at a rate established from time to time by the District in
in such amount as to provide revenue sufficient for the operation of the District and repayment of its revenue bonds and interest thereon. The Board will provide the District with said billing and collection service at the Board's cost. With respect to the funds collected by the Board, the proceeds shall be applied first to payment of water charges of the Board, and second to the operation, maintenance and other charges of the Board, and the remaining balance shall be remitted to the Treasurer of the District or deposited in a bank account previously designated by the District. The Board shall furnish advice and information to the District on the condition of the water and sewer system, the condition of the District's Budget, and the condition of the District's accounting and any anticipated capital improvement and extraordinary maintenance charges.

5. Prior to delivery of said wholesale water service to the District, the parties agree that:

a. The District shall obtain from Paradise Valley Utility Company and supply the Board with a map showing each lot and parcel within the District and the boundaries of the District. The District shall furnish the Board with a list of all existing properties, with meter sizes, presently being provided with water service by the Paradise Valley Utility Company on the date of this Agreement.

b. The District shall obtain from Paradise Valley Utility Company and supply the Board with a map showing the size, type of pipe, and location of water mains presently being used by the Paradise Valley Utility Company in servicing its customers of the District.

c. A master meter or demand type, or such other meter or gauging device as may hereafter be selected by the Board shall be installed at the point or points where the City of Casper's new water main connects to
the District's water system. The District will pay for such meter.

d. If lowering the two existing storage tanks by 32 feet is required, the District will pay the cost of lowering the tanks.

e. If pumps are required to lift water from the level of the Board's water system to serve higher areas in the District, the District will pay the cost of installation.

f. Board may require estimated costs for the foregoing to be paid for in advance.

 g. District shall provide all necessary easements within the District.

h. District shall establish rules and regulations for the operation of the District not inconsistent with this Agreement.

6. In consideration of the Board's furnishing water service to the District, the District will pay to the Board from the proceeds of its approved bond issue a connection fee or tap on fee in the amount of $500.00 for each 1/4 inch tap or equivalent thereof presently actually being serviced with water by the Paradise Valley Utility Company as of the date of this Agreement. The District will supply the Board with a list of all connections presently actually being serviced with water by the Paradise Valley Utility Company on the date of this Agreement. Any customer whose meter is connected to the water system after the date of this Agreement will be subject to a connection fee in such amount as the Board may determine. All future connections to the water system shall be conditioned upon the owner of the served property committing to annexation to the City.

7. The District agrees to encourage, consistent with its powers, annexation of the Paradise Valley area to the City of Casper. After the area comprising the District is annexed to the City of Casper, this contract shall nevertheless remain in full
force and effect until such time as the District has retired its bonds and liquidated all its outstanding indebtedness.

8. Upon the annexation of the territory comprising the District, the securities of the District, including but not limited to short-term notes, general obligation bonds and other like securities, revenue bonds, and other like securities, special assessment bonds and other like securities shall remain the obligations of the District and the District shall remain in possession, ownership and operation of its equipment, plant and facilities provided that Board shall continue to operate and maintain the District’s plant and facilities in accordance with this Agreement. The subscribers of the service of the District shall continue to be served by the District. The taxing power and authority of the District shall continue and shall be in addition to any taxing authority of the City. The operation, maintenance and expense of operations shall continue to be paid out of revenues derived by the District.

From whatever sources of revenue which may be available to District, it shall provide sufficient revenues to upgrade its water and sewer system to City standards and shall commence such upgrading on the effective date of this Agreement but not later than such time as the property comprising the District has been annexed to the City and such upgrading shall continue in an orderly manner. Board shall cooperate with District in giving advice and shall, at District’s expense, perform or cause to be performed such upgrading work.

9. After all of the property within the District is annexed to the City of Casper and after the District has liquidated its outstanding indebtedness and upgraded its systems, the District shall at City’s request, convey to the City of Casper title to the following:

(a) The water plant, which is made up of the complete water supply, storage, treatment, transmission and distribution system, including transmission lines, distribution mains and laterals, storage facilities, land, easements and treatment facilities as required, and all necessary, incidental and appurtenant facilities,
together with extensions of and improvements to said system.

(b) The sewer plant, which is made up of the complete sanitary sewage collection, transmission, treatment, and disposal system, including collection mains and laterals, transmission lines, lands, easements, and treatment and disposal facilities as required, and all necessary, incidental and appurtenant facilities, together with extension of and improvements to said system.

10. The District shall indemnify and hold harmless the Board and the City and all agents, servants and employees, against any claims, actions, suits, proceedings, demands, judgments, costs, and expenses arising from the Board's operating the water and sewer system.

11. The closing under this Agreement is subject to the condition that the District enters into an agreement with the Paradise Valley Utility Company to purchase the water and sewer system from said utility company, and shall become effective on such approval and purchase.

12. If at any time before the City of Casper acquires title to the water and sewer system, any major alterations or changes to the water and sewer system are required by Federal or State regulatory authority including the Environmental Protection Agency or the Department of Environmental Quality, the District shall pay the costs and expenses of those alterations and changes.

13. District shall provide a public liability and property damage insurance policy in the amount of $300,000.00 per person, $500,000.00 per occurrence and $100,000.00 property damage naming City and Board as named insureds. In the alternative, City may add the Board's operation set forth in this Agreement to its insurance policy and charge District with the cost thereof.

14. District shall submit this Agreement to such governmental regulatory agencies as may require approval hereof.

ATTEST:

BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, CASPER WYOMING

Secretary

President

265362
ATTEST:

Calvin L. Chadsey
City Clerk

PARADISE VALLEY WATER AND
SEWER DISTRICT

ATTEST:

A. D. Luskin
Secretary-Treasurer

BY: Richard C. Rust
Chairman
DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, Mountain States Properties, a partnership, is the owner of that certain property situated in Natrona County, State of Wyoming, known and described as and embraced within:

A parcel of land located in and being a part of the North half of Section 14, Township 39 North, Range 80 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described as follows:

Beginning at a point on the North line of Riverbend Road, which point bears North 00°59'42" East, 49.50 feet from the center quarter corner of Section 14;

Thence North 00°06'46" East, 2,047.51 feet along the North line of Riverbend Road;

Thence Southwesterly along the arc of a true curve to the right through a central angle of 39°06'58", a distance of 192.59 feet and having a radius of 366.30 feet to the point of intersection with the east west centerline of said Section 14;

Thence along the east west centerline of said Section 14, North 28°06'46" East 181.27 feet to the Glu M.C. corner on the right bank of the North Platte River;

Thence North 2°56'16" West 191.35 feet, along the Meander Line of the right bank of the North Platte River as determined by the Glu Survey made December, 1933;

Thence North 41°11'58" West, 385.91 feet, along the Meander Line of the right bank of the North Platte River;

Thence North 40°57'04" West, 263.85 feet, along the Meander Line of the right bank of the North Platte River;

Thence North 50°57'15" West, 329.79 feet, along the Meander Line of the right bank of the North Platte River;

Thence North 39°41'46" West, 580.56 feet, along the Meander Line of the right bank of the North Platte River;

Thence North 40°41'56" West, 59.37 feet, along the Meander Line of the right bank of the North Platte River;

Thence North 39°56'46" West, 263.85 feet, along the Meander Line of the right bank of the North Platte River;

Thence North 52°12'18" West, 158.40 feet, along the Meander Line of the right bank of the North Platte River;

Thence North 45°57'13" West, 98.94 feet, along the Meander Line of the right bank of the North Platte River;

Thence North 76°13'28" West, 243.97 feet, along the Meander Line of the right bank of the North Platte River;

Thence South 60°14'24" West, 408.79 feet, along the Meander Line of the right bank of the North Platte River;

Thence South 45°58'01" West, 257.18 feet, along the Meander Line of the right bank of the North Platte River;

Thence South 15°40'00" West, 218.34 feet, along the Meander Line of the right bank of the North Platte River to the Glu Manner corner of the North South centerline of said Section 14;

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Thence South 31°5'48" West 217.18 feet;
Thence South 10°54'19" West 199.00 feet;
Thence South 18°30'00" West 343.20 feet;
Thence South 54°15'00" West 323.40 feet;
Thence South 65°44'49" West 250.80 feet;
Thence West 59.46 feet;
Thence South 0°26'09" West 253.63 feet, to a point on the
North Line of Riverbend Road;
Thence North 89°18'26" East along said North Line 772.41
feet to the point of beginning,
as shown on the plat and dedication thereof duly recorded in the Office
of the Clerk and Ex-Officio Recorder of Deeds in and for Natrona
County, State of Wyoming, in Book ___ of Deeds at Page ___ on
_______.

WHEREAS, in order to insure the use and development of said property,
to prevent the impairment of the attractiveness of said property, and to
maintain property values therein, the undersigned desires hereby to make
and impose upon a portion of said real property the restrictions and
limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the
undersigned, Mountain States Properties, a partnership, does hereby and
by these presents make, publish, declare, and impose upon that portion
of the real property situate and included within the aforementioned
Platte View Bluffs, Natrona County, Wyoming (hereinafter referred to
as "Addition") which is described above, the following restrictions and
limitations.

ARTICLE I

Governing the use and development of all Blocks and lots in
Platte View Bluffs more particularly described above, Mountain States
Properties does hereby specify and declare the following restric-
tions and limitations which shall be and constitute covenants
running with the land insofar as said lots are concerned and

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shall be binding upon the undersigned and all persons claiming under it and shall be for the benefit of, as well as limiting and restricting, all future owners of the specified lots, to-wit:

1.1 Such lots shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or be permitted to remain on any such lot other than one private, single-family dwelling specifically designed for the use and occupancy of one family, together with an attached or detached garage.

1.2 No manufacturing, commercial, business, or other enterprises, including any religious undertakings or activity of whatsoever kind of nature including churches and religious meeting or gathering places whether or not conducted for profit, shall be operated, maintained, or conducted on any such lot or in any structure erected or placed therein; nor shall any structure therein or any part thereof be used as a boarding or rooming house; nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereof; nor shall any signs, billboards, or advertising devices (except suitable signs used to facilitate the sale thereof) be erected, placed, or be permitted to remain on any such lot. Only the builders’ model homes used for purposes of sales promotion and/or construction offices during the Platte View Bluffs construction period shall be exempted from the provisions of this paragraph.

1.3 No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature shall be used thereon as a place of residence or habitation, either temporarily or permanently; and except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, camper trailer, mobile home, boat, tent, snowmobile, shack, or any other structure of a temporary or insubstantial nature shall be erected, placed, or be permitted to remain on any such lot except that a camper trailer, boat, or snowmobile trailer may be stored at the rear or side portion of any lot provided that the same are not used for occupancy while stored and do not extend forward of the front line of the house.
1.4 With respect to the improvements to be erected and situate on each lot, the following, together with all other provisions hereof, shall govern:

(a) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph 1.6.

(b) No residence having a living area of less than eight hundred (800) square feet, exclusive of garages, porches, and patios, shall be located on any lot.

(c) Yard fences may extend only from the rear of any lot along the lot boundary lines, including utility easements in the fenced portion, and from the lot boundary lines to the front of the house thereby and no part of any such fence shall be forward of the front elevation of any such house, and there shall be no front yard fencing. Where a house is turned on a corner lot, there shall be no fencing on either the street side or front of said house beyond the side or front of said house.

(d) No structures shall be erected, altered, placed, or permitted to remain on the lot other than one detached single-family residence not to exceed two stories in height on a split-level house and two stories on a tri-level house, with a detached or attached private garage for not more than three (3) cars. No detached radio or television aerial shall be permitted, and no aerial attached to any residence or garage shall have a height exceeding three feet (3') above the roof line of the residence or garage to which it is attached.

(e) No structure shall be located on any lot in such a manner as shall not meet the minimumNatrona County set-back, front, and side yard requirements. For the purposes thereof, eaves, steps, and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. All construction shall be new, and no used building shall be moved from outside and placed on any such lot.

(f) Except for fences which shall be constructed along the rear lot line, if at all, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
(g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any such lot except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, and maintained for any commercial purpose.

(h) Each residence in the Addition shall have an electric garbage disposal installed in the kitchen sink and shall have suitable garbage containers for trash and rubbish; and if the container is outside the residence or garage, it must be a removable underground garbage container installed in the front yard thereof. The container shall have a capacity of thirty-five (35) gallons or more, and shall be mechanically adequate for the purposes thereof and shall be located where the same shall not be subject to vehicular damage and shall not be located immediately adjacent to any driveway.

(i) No vehicle of any size larger than the now standard American manufactured car or pickup truck and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce, or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors, and trailers, shall be parked on the streets or any of the front portions, driveways, or other ways of access of or to any such lot or lots for a continuous period of more than forty-eight (48) hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

(j) No noxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property in the Addition.

1.5 The architectural control committee is composed of R.W. Nyman, Tyson Collins, Fenton A. Bain, and Kim Collins. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
1.6 The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The failure of such representative to approve or disapprove does not relieve any proposed builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

1.7 Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the Addition.

1.8 The construction of residential improvements on any such lots shall be completed not later than one (1) year from and after the date upon which such construction was commenced; all such lots shall be landscaped and planted with grass and trees, or shrubbery of appropriate character and type within one (1) year from and after construction of improvements on any such lot has been complete.

1.9 The covenants contained herein shall to and remain in full force and effect for a period of twenty-five (25) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of such lots the terms and provisions hereof are changed, modified, or abrogated in whole or in part at the end of the first twenty-five (25) year period or at the end of any succeeding ten (10) year period.

1.10 In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned, Mountain States Properties, or any person hereafter owning any such lot, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and therein to recover damages for such violation or attempt, at its or
their option, to obtain injunctive relief, either mandatory or
prohibitive, to prevent such violation or to re-establish prior existing
and unobjectionable conditions.

ARTICLE II

2.1 In the event any one or more of the covenants herein con-
tained is rendered invalid or unenforceable by judgment or decree of
any court of competent jurisdiction, the other covenants herein contained
shall, nonetheless, remain in full force and effect for and during the full
term hereof.

2.2 The covenants herein contained shall be binding upon the
undersigned Mountain States Properties, and upon all its successors and
assigns as to any and all of the lots specified as being covered hereby
and are imposed upon as an obligation and charge against the land and lots
specifically described for the benefit of the undersigned, Mountain States
Properties, its successors and assigns and for the benefit of the lands
and those persons and parties who shall hereafter succeed to or otherwise
acquire title to or interest in any part of the specifically described lands.

2.3 Mountain States Properties shall assume road maintenance
responsibilities and pay street lighting costs until the Addition is
annexed by the City of Casper.

IN WITNESS WHEREOF, Mountain States Properties has executed this
instrument at Casper, Wyoming, on the 12th day of March, 1979.

ATTEST:

Tyson Collins

By Kim Collins, Managing Partner

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 12th
day of March, 1979, by Kim Collins, Managing Partner of Mountain States
Properties, A Partnership.

I, Kathleen J. Martin,
Notary Public
Commission expires:
March 13, 1979

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