

303594

SANDPIPER SUBDIVISION 100' PLAT OF RECORDED DECEMBER 12, 1930

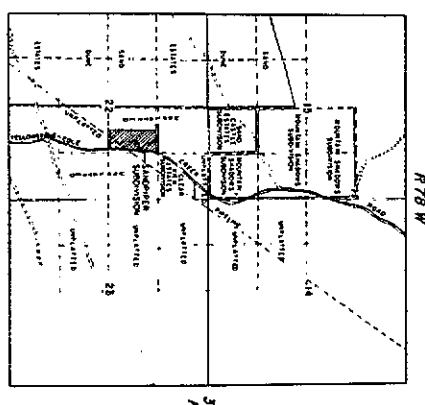
SANDPIPER SUBDIVISION

BEING A SUBDIVISION OF THE SW 1/4 NE 1/4 SECTION 22 T34N, R78W OF THE 6th P.M. NATRONA COUNTY, WYOMING

SCALE: 1" = 100'

CERTIFICATE OF REVISION

We, Frederick L. McIntire and John J. McIntire, as individuals hereby certify that we are the owners and proprietors of the Sandpipe Subdivision, being a subdivision of the SW 1/4 NE 1/4 Section 22, T34N, R78W of the 6th P.M., Natrona County, Wyoming, and that we have approved the plat of said subdivision as shown on the attached plat of said subdivision, and that we have no objection to the same being recorded in the public records of Natrona County, Wyoming, and that we have no objection to the same being used for any purpose for which the same may be lawfully used.



VICINITY MAP SCALE: 1" = 800'

- OWNER: A.C. SMITH LAND & LIVESTOCK CORP. 1112 North Park Street, Casper, Wyoming.
OWNER: FREDERICK L. & JOHN J. MCINTIRE 108 Sandpipe Street, Casper, Wyoming.
OWNER: OWENS 108 Sandpipe Street, Casper, Wyoming.

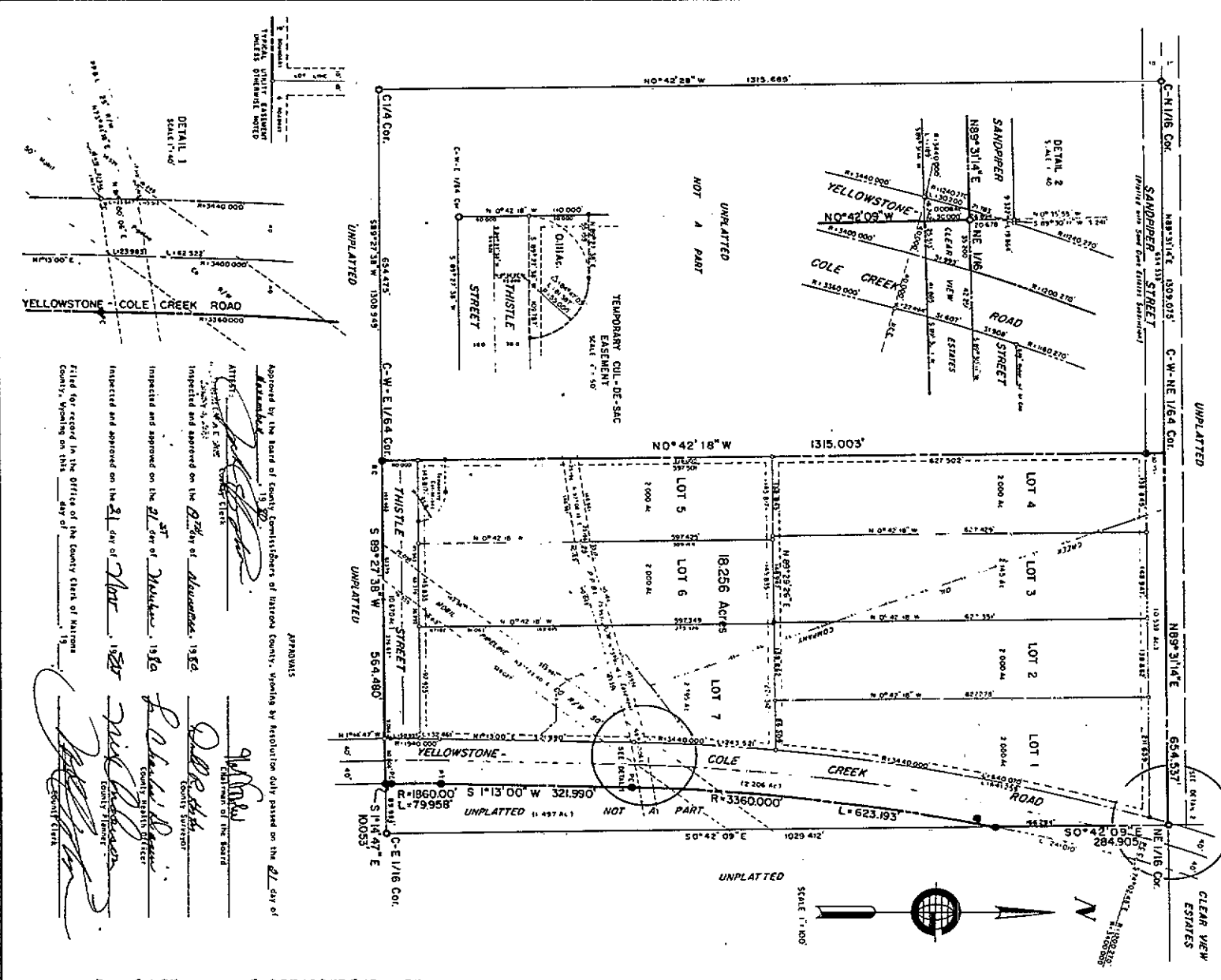
LETTER AND GENERAL NOTES: 5/8" Rebar with Aluminum Cap established by H.F. Baxley, Brass Cap established by E.L. Smith, etc.

CERTIFICATE OF SURVEY: I, C. L. Dowdell, of Casper, Wyoming, do hereby certify that this plat was prepared from notes taken during actual surveys made under my direction between the period of March 21, 1930, and May 1, 1930, and that the same are true and correct.

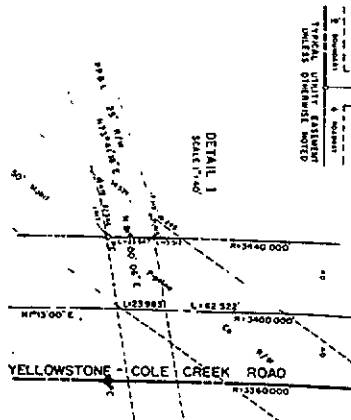
Dated at Casper, Wyoming this 24th day of September, 1932. C. L. Dowdell, Surveyor.

Witness my hand and official seal. Frederick L. McIntire, John J. McIntire.

STATE OF WYOMING: The foregoing instrument was acknowledged before me by A.C. Smith, President of A.C. Smith Land & Livestock Corp., and Frederick L. & John J. McIntire, owners of this plat, on this 24th day of September, 1932.



APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING BY RESOLUTION CARRY PASSED ON THE 21st DAY OF SEPTEMBER, 1932. Approved by the Board of County Commissioners of Natrona County, Wyoming by resolution carry passed on the 21st day of September, 1932.



RECORDED Dec 12 1980 AT 9:43 CLOCK AM
INSTRUMENT NO. **303800**
JOHN J. TOBIN COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS - SANDPIPER SUBDIVISION

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of November, 1980, by and between the Board of County Commissioners, Natrona County, Wyoming, hereinafter referred to as "Board", and Joyce Jones, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is the legal owner of all lands which comprise Sandpiper 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 County Engineer and upon completion of the roadway and drainage construction.

1.2 Roadway Classification:

- A. Thistle Street shall be constructed to the following minimum standards:

1. Right-of-way - 60 feet.
2. Earthgrade - 30'0" earthgrade width, two 12'0" travelways, two 3'0" shoulders at 6:1 slope, and two 15'0" borrow pits. Earthgrade to be compacted to 95% A.A.S.H.O. T-99, with moisture content at +2 or -4 points from optimum moisture.
3. Surfacing - A minimum 6" thickness of crushed base course to the gradation requirements of Section 703.06 of the 1974 Edition, Wyoming Highway Department Specification, Grading "W", to be well compacted and constructed to neat line and grade as shown on the road plan and profiles.

- B. The County Engineer, County Road and Bridge Superintendent or Planning Director, based upon a soils test prepared and certified by a soils engineer, may alter or modify this standard, whereby the alteration or modification is for the betterment of the project or will provide more economical maintenance to the improvement service district.

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, soils tests shall be submitted to the County Engineer, County Road and Bridge Superintendent and County Planner for review and written 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.

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

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 written approval of the County Engineer 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 Improvement Services District:

An improvement services district shall be established for maintenance of roadways and solid waste disposal.

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 County Engineer, 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, in writing, 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.

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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 has been submitted to and approved by the County Engineer or County Planner and is attached hereto as Exhibit "B".
- 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, in writing, by the County Road and Bridge Superintendent, the County Engineer, and the County Planner.

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 County Engineer. Said culverts shall conform to the requirements of A.A.S.H.O. M-54 or A.S.T.M. A-142 for the specified diameter and strength class.
- B. The owner shall provide the County Engineer 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 certi-

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fication, at which time the County Engineer 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, in writing, of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within 90 days after said notification, 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 lot 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.

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-

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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 Final Plat, Deeds, Etc.:

The final plat, deeds, conditional sales agreements and solicitations for sale shall state that there will be no public water, sewer or road maintenance.

1.17 Public Sites and Open Spaces:

The owner shall pay to the County a cash amount equal to six percent of the raw land value of the subdivision for parks, playgrounds or other public uses. Using a raw land value of \$500.00 per acre, 6% of the raw land value of the residential lots within said subdivision is \$380.82.

1.18 Easements:

The owner agrees that any cost incurred as a result of changes made on the pipeline because of road construction will be paid by the owner.

1.19 Survey Corners:

The owner shall replace any survey corners obliterated due to the construction of off-site improvements.

1.20 Issuance of Building Permits:

All off-site improvements shall be completed prior to the sale of lots or the issuance of building permits within said subdivision.

1.21 Site Plan Approval:

The owner will be required to submit a site plan for Lots 1 and 7 of said addition, which must be approved by the Planning Commission and Board of County Commissioners prior to the issuance of building permits.

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1.22 Compliance with Applicable State Laws:

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

1.23 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.

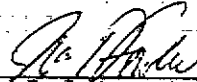
OBLIGATIONS OF BOARD

The Board shall rezone or cause to be rezoned Lots 1 and 7, Sandpiper Subdivision from O-D (Open District) to B-R (Rural Business), and Lots 2, 3, 4, 5 and 6, Sandpiper Subdivision from O-D (Open District) to R-L (Light Density Residential).

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


Nat E. Fowler, Chairman


Commissioner


Commissioner

OWNER


Joyce Jones

ATTEST:
My Term of Office Expires


County Clerk

ACKNOWLEDGEMENT

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STATE OF WYOMING)
)
COUNTY OF NATRONA)

ss.

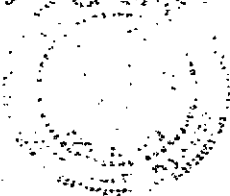
The foregoing instrument was acknowledged before me by Nat E. Fowler,
Chairman; John P. Burdick, Commissioner; and Fredrick
W. G. Galt, Commissioner; Board of County Commissioners,
Natrona County, Wyoming, this 27 day of Jan, 1980.

Witness My Hand and Official Seal.

John Burdick
Notary Public

My Commission Expires:

April 1, 1983



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STATE OF WYOMING)
)
COUNTY OF NATRONA)

ss.

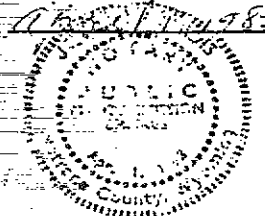
The foregoing instrument was acknowledged before me by Joyce Jones,
as owner of Sandpiper Subdivision, this 31 day of Jan,
1980.

Witness My Hand and Official Seal.

John Burdick
Notary Public

My Commission Expires:

April 1, 1983



EROSION CONTROL CONSERVATION PLAN

Date: September 3, 1980

Name of Applicant: Joyce Jones
 Business Address: P. O. Box 3687 - 4186 Cole Creek Road ph. 234-2925
 Home Address: 1981 Grass Creek Road, Casper, Wyoming ph. 234-2925
 Subdivision: Sandpiper Subdivision

I, Joyce Jones, 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 Sandpiper Subdivision, which is located Natrona County miles 10 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. 17.4
2. Total acres of land in the subdivision to be exposed through grading for the construction of roadways, utility installations, building sites or development. 5 acres
3. The soil classification(s), in accordance with the Unified Soils Classification System. Sandy

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.)
6% grade
7. The proposed method of stripping, storing and replacing of top soil. Grading. Seeding of grass where applicable.

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 revegetation of the exposed areas. Seeding grass.

The following procedure is required: Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and, where necessary, top soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the top soil has been uniformly spread, the area shall be scarified along the contours to a depth of approximately six inches leaving furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation. Areas not suitable for scarifying shall be left in a condition satisfactory to the Board or the Board's designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon a soils analysis, or 40 pounds of available nitrogen and 20 pounds of available phosphorus per acre. Grain straw or grass hay shall then be used at a minimum rate of two tons per acre and anchored to the surface with a disk or coulter mulching machine. The area shall then be seeded using a grain drill with a grass seed attachment or special grass drill. The seeding requirements shall be in accordance with Exhibit "A". Planting depth shall be 1/2 inch to 1 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. No area will be exposed except around building sites. Grass will be seeded. homeowners must keep up around homesites.

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)

None

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. No steep slopes. Non-applicable to this area.

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

Jana Janu

Date 12-12-80

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

Frank L. Schmitz
Chairman or Authorized Designee

Date Approved December 11, 1980

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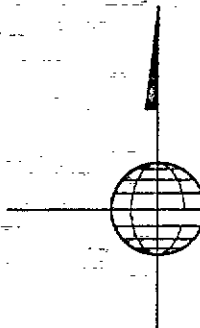


EXHIBIT "C"

ENGINEERING & LAND SURVEYING, INC.
 PHONE (307) 234-4394 • P. O. BOX 532
 CASPER, WYOMING 82602

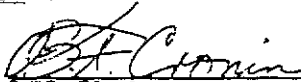
**SANDPIPER SUBDIVISION
 PERCOLATION TEST RESULTS**

Test Date: 10/3/80

Job No. 379C-4141

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LOT No.	HOLE DEPTH (In.)	LENGTH OF INTERVAL (Min.)	STARTING DEPTH TO WATER (Inches)	ENDING DEPTH TO WATER (Inches)	DROP IN WATER LEVEL (Inches)	PERCOLATION RATE (Min./Inch)
1	36	10	24-1/2	30-1/2	6	2.00
			24-1/2	29	4-1/2	
			24-1/2	29	4-1/2	
4	36	10	24-1/4	30-1/8	5-7/8	1.95
			24	29	5	
			24-1/4	28-3/4	4-1/2	
5	36	10	25-3/4	30-3/4	4-3/4	2.29
			25-3/4	30-1/8	4-3/8	
			25-1/4	29-1/4	4	
6	36	10	25-1/4	29-1/4	4	2.64
			25	28-3/4	3-3/4	
			25	28-5/8	3-5/8	
7	36	10	29-1/4	32-1/8	2-7/8	3.93
			29-1/4	31-5/8	2-3/8	
			29-1/4	31-5/8	2-3/8	


 B. F. Cronin
 Wyo. P.E. & L.S. Reg. No. 381

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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).

EXHIBIT "D"

DECLARATION OF CONVENANTS
CONDITIONS AND RESTRICTIONS
SANDPIPER SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS J and R Enterprises, a Wyoming Corporation, is the owner of all certain real property situated in Natrona County, State of Wyoming, known and described as Sandpiper Subdivision.

All of the subdivision lots designated on the plat of the subdivision by lot number shall be single family residential tracts except lots 1 and 3, therein which are designated for light commercial lots.

Zoning Regulations: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

Prohibited Activities: Except that the dwelling on any lot in the area may be leased by the owner or owners thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained, or conducted on any lot in the area or on any improvement erected or placed therein, nor shall any dwelling or any part thereof, be used as a boarding or rooming house, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any lot in the area.

Animals and Livestock: It shall be permissible for the owners of a lot, in addition to household pets, to own and maintain on

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the lot one horse or one cow per acre. For purposes of this restriction three sheep shall be considered equivalent to a horse or cow. Except as herein specified, no other animals, livestock or pets shall be deemed a permissible use.

All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. All refuse and trash must comply with establish rules and regulations of Natrona County Health Department and County Commissioners.

All animals shall be kept 100 feet from lots on the South boundary and all animals except household pets shall be kept 250 feet from the main residence.

All lots shall belong to a Road Association. J & R Enterprises shall construct all roads. All roads shall be transferred to the Road Association and each lot owner shall assume all responsibilities and obligation or maintenance and improvement of roads, drives and lanes until such time as the same may be transferred to and accepted by Natrona County, Wyoming.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 14 day of September, 1980.

J & R ENTERPRISES, INC.

By Joyce Jones
President



CONTRACT FOR DEED AND ESCROW AGREEMENT

THIS AGREEMENT made and entered into by and between Paul J. Binkoski and

Rita M. Binkoski

First Parties, hereinafter called Sellers and

Joyce J. Jones

Second Parties, hereinafter called Buyers,

WITNESSETH:

1. Upon the considerations hereinafter specified, Sellers agree to sell and convey to Buyers, and Buyers agree to take and purchase from Sellers that certain real property described as: E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 34 North, Range 78 West, Natrona County, Wyoming subject to the existing county road; the existing road west of the county road running across the W $\frac{1}{2}$ E $\frac{1}{2}$ and the W $\frac{1}{2}$ of Section 22, to Section 21; and reserving a 30 foot roadway and utility easement along the northern boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 34 North, Range 78 West, Natrona County, Wyoming; Subject to all easements, restrictions, and rights-of-way of record.

2. the sale price of the said property is the sum of \$40,000.00

Fourty Thousand and 00/100 Dollars, to be paid in the manner following to wit:

Buyers shall pay to the Sellers the sum of \$ 3,000.00 as down payment in cash upon the date of execution of these presents, the receipt whereof is acknowledged by the Sellers, and Buyers agree to pay the cash balance remaining to be paid to Sellers amounting to \$ 37,000.00 in monthly installments of \$ 282.00 each, including principal and interest at the rate of Nine percent (9 %) commencing 4-1-78 and with the first payment due 4-20-78 and thereafter monthly until paid in full. No penalty for prepayment.

It is distinctly understood and agreed that the Buyers shall have the right to make additional payments upon the cash balance due to Sellers on any installment day and to pay the entire balance remaining due to Sellers with interest at any time.

3. An executed copy of this agreement shall be delivered to the First National Bank of Casper, Wyoming, as escrow agent for the parties, together with Sellers good and sufficient Warranty Deed to the premises, and the said escrow agent is hereby instructed to deliver the said deed to the Buyers when the said cash balance of \$ 37,000.00 together with interest thereon has been paid in full.

4. It is hereby agreed that the Buyers shall pay all special taxes or special assessments against the said property as the same shall become due and payable, and the regular taxes after the date of this contract.

5. Title Insurance Policy to said property will be purchased by First Party as soon as the contract has been paid.

6. Any escrow fees applicable to this transaction shall be paid as follows:

A. Sellers to pay opening escrow fee. B. Buyers to pay monthly escrow fee.

7. It is distinctly understood and agreed by and between the parties that time is of the essence of this agreement and that if at any time any installment payment upon the balance due Sellers shall be unpaid for a period of sixty (60) days after the same shall be due and payable, then Sellers shall have the right at their option forthwith to terminate this agreement by written notice to the Buyers at Buyers last known address with a copy to the escrow agent and to retain all said premises and to re-enter upon the said premises and resume possession of the same; and Buyers agree to yield up the possession of the said premises without process of law. Buyers further agree that in the event of termination of this agreement by such written notice as in this paragraph provided, all Buyers rights under this agreement shall be forever terminated and concluded and that if they fail or refuse to vacate the premises, their status shall be as tenants holding over after conclusion of the tenancy.

Sellers shall have the alternative right, at their option and in event of default by Buyers, to declare the entire balance due to Sellers payable at once and in event of Buyers failure to pay the same upon notification to do so by Sellers, then Sellers shall have the right to declare this agreement terminated and to re-enter upon the said premises as in this paragraph provided. In the event of such default and upon notification by Sellers of their intention to exercise either of the options hereinabove given them, then the said escrow agent shall return the Sellers Warranty Deed to the Sellers upon demand.

8. When the purchase price, and all special assessments or special taxes (should any be levied) and the regular taxes, beginning with the date of this contract, have been paid, the Sellers will deliver to the Buyers a Warranty Deed conveying said property in fee simple, free and clear of all encumbrances.

9. The provisions of this agreement are binding upon and inure to the benefit of the heirs, representatives, and assigns of the parties hereto.

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RECORDED May 10 1979 AT 2:19 O'CLOCK PM
INSTRUMENT NO. 262267
JOHN J. TOBIN COUNTY CLERK

10. The Buyers may transfer this contract before the same is paid for, with the written consent of the Sellers, endorsed hereon; but any attempted sale, transfer or assignment, without such written consent shall be void. In the event of a sale, transfer or assignment, with such consent, the last assignee shall succeed to all the rights, title and liabilities of the Buyers hereunder.

11. Buyers understand that SELLERS DO NOT FURNISH PUBLIC WATER OR SEWER SYSTEMS AND THAT SELLER AND COUNTY ARE NOT OBLIGATED TO MAINTAIN ROADWAY EASEMENTS.

12. Restrictions are as follows:

- (a) Fence rows shall be kept clean and clear of weeds, trash and debris and by each corner of each tract.
- (b) Uncontrolled growth of weeds or brush or the accumulation of trash and debris along the roadway shall not be permitted; each property owner shall have the duty of controlling that condition with respect to the roadway along his property.
- (c) Garbage or trash from household use or care of the tract shall not be permitted to accumulate as to become unsightly or a nuisance, but shall be disposed of or removed from the property with reasonable promptness and in a manner consonant with good sanitation practices.
- (d) No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist; where livestock is kept for pleasure purposes, it must be so restricted that no interference will be caused to other adjoining property; buildings for the care and shelter of such animals shall not be placed within fifty (50) feet of the property line and located beyond the rear wall of the residence, and manure or barnyard refuse shall not be permitted to so accumulate as to become a nuisance or annoyance.
- (e) There shall be no vehicles or parts thereof, trucks, trailers, camper trailers, boats, semi-trailers or parts thereof, machinery or parts thereof of any kind whatsoever, kept, parked or stored on the front portion of any tract (front being that portion which is between the roadway servicing that tract and the residence) whether vacant or occupied or on any street or alley adjacent thereto, except during the actual use of said vehicle or equipment. No self-propelled vehicles or parts thereof in an inoperable condition shall be stored or allowed to accumulate on the premises of any of the tracts contained herein.

WITNESS the hands of the parties at Casper, Wyoming, this 13th day of March, 1978

WITNESS:

By: [Signature]

BUYERS:

[Signature]

WITNESS:

By: [Signature]

SELLERS:

[Signature]
President

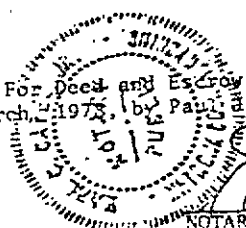
ATTESTED BY:

[Signature]
Secretary

NOTE: Return original to The First National Bank of Casper, Escrow Department P. O. Box 40, Casper, Wyo. 82602 - Margot Atwood, Escrow Officer.

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The above and foregoing Contract For Deed and Escrow Agreement was subscribed and sworn to before me this 13th day of March, 1978, by Paul J. Binkoski and Rita M. Binkoski, and Joyce J. Jones.



[Signature]
NOTARY PUBLIC

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