

DISCLOSURE STATEMENT – ABARR SIMPLE SUBDIVISION

1. There are no roads proposed as a part of this subdivision.
2. Ingress and egress to Park County Lane 11½ was originally granted in Document No. 1999-1775 and the "Record of Survey" recorded as Document No. 1999-8079 and filed in Plat Cabinet "H" at page 12.
3. There is an existing water well on Lot 1. Domestic water will be provided by private water wells. Each lot owner will be responsible for the drilling and maintenance of their own water well. Water wells are required to be registered with the State Engineer.
4. Private septic systems will be required on each lot and will be maintained by each lot owner. There is an existing system on Lot 1.
5. No covenants have been established for this tract. Covenants will not be enforced by Park County.
6. No homeowners association exists.
7. The property owner is responsible for garbage disposal. A-1 Sanitation and Keele Sanitation are available for garbage disposal service.
8. Park County Fire District No. 1 is available to this property for fire protection.
9. The entire property is well above and away from any flood plain. It has never flooded to the knowledge of the present or previous owners.
10. No codes, covenants or declaration of protective covenants exist regarding this property. There will be deed restrictions concerning placement of residences and buildings on Lot 2.
11. The United States Postal Service currently provides mail delivery service and pickup service west to 1833 Lane 11½.
12. Irrigation water rights exist for a portion of this property under the Heart Mountain Irrigation District. The property owner will be responsible for distribution of all irrigation water. Subdivision purchasers are not allowed to use water out of any ditch or stream without a water right from the State of Wyoming. This property is also in the Rim View Water Association.
13. Wastewater is the responsibility of the property owner. Wastewater on both Lots 1 and 2 drains easterly and southerly into an existing drain ditch.
14. Cable television service is not presently available. Electrical, natural gas and telephone service exists to the house on Lot 1. These services would need to be extended to Lot 2.

The addresses and telephone numbers of the utility providers are as follows:

PARK COUNTY, CODY, WY
KAREN CARTER, COUNTY CLERK

REC \$11.00

03/20/2006
11:30:00AM

#2006-1960
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Electrical Service: Garland Light and Power
755 Highway 14-A
Powell, WY 82435
307-754-2881

Telephone Service: Qwest
P. O. Box 173754
Denver, CO 80217-3754
(800) 244-1111

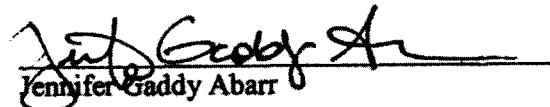
Natural Gas Service: Energy West
P. O. Box 970
Cody, WY 82414
307-587-4281

Sanitation Services: A-1 Sanitation
1775 Lane 15
Powell, WY 82435
307-754-3221

Keele Sanitation
31 Pearson Ave.
Cody, WY 82414
307-587-6616


Donald H. Abarr

2/14/06
Date


Jennifer Gaddy Abarr

2-14-06
Date

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF PARK

The following instrument was acknowledged before me by Donald H. Abarr and Jennifer Gaddy Abarr this 14TH day of FEBRUARY, 2006.

Witness my hand and official seal




Notary Public

My commission expires:
November 4, 2008

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PARK COUNTY, CODY, WY
KAREN CARTER, COUNTY CLERK

REC \$11.00

03/20/2006
11:30:00AM

#2006-1960
2 OF 2

Agreement Authorizing and Appointing Water Master

This Agreement is made and entered into this 10TH day of March 2009, by and between Heart Mountain Irrigation District of the County of Park, State of Wyoming, hereinafter referred to as DISTRICT, and Kelly Spiering (Name of Water Master) of the County of Park, State of Wyoming, hereinafter referred to as the WATER MASTER, and the undersigned, all being water users within the County of Park, State of Wyoming. Hereinafter collectively referred to as WATER USERS.

WITNESSETH:

It is the purpose of this agreement to designate the Water Master for the water association known as: Rimview Water Association (Name of Water Association) and to hereby appoint said Water Master as its representative in regards to the Heart Mountain Irrigation District.

In CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

- 1.) The DISTRICT agrees to deliver irrigation water for use by the WATER USERS within the Rimview Water Association to the original farm unit turnout at which point the WATER MASTER shall assume the responsibility and shall distribute the appropriate amount of water to each and every lot within the association according to the allocations established by the DISTRICT.
- 2.) As a representative of the WATER USERS, the WATER MASTER shall inspect, oversee and in general supervise the distribution of water throughout the water association. The WATER MASTER shall keep accurate records as per water used by the WATER USERS.
- 3.) The WATER USERS hereby designate and appoint the WATER MASTER to demand, collect and receive from each and every land owner within the Rimview Water Association the annual tax assessment levied against said lots, tracts or parcels and each owner agrees to pay such assessments to the WATER MASTER each year as they become due and owing.
- 4.) At the time such assessments become due and payable, the WATER MASTER shall on behalf of the WATER USERS pay to the DISTRICT the amount of the annual tax levy assessed upon every lot, tract or parcel within the Rimview Water Association.
- 5.) In the event any or all of the WATER USERS within the Water Association neglect, fail or refuse to pay the annual tax assessment levied by the DISTRICT, the WATER MASTER is further authorized as agent for the WATER USERS to take appropriate action as set forth in the Rimview Water Association's by-laws on behalf of the WATER USERS.
- 6.) The WATER MASTER shall also be responsible to collect and receive all additional monies levied by the DISTRICT for water use in excess of the amount allocated to each lot, tract or parcel receiving such excess water as well as all sums due to the DISTRICT for work or services performed by the DISTRICT, their agents or employees for the WATER USERS either individually or collectively.
- 7.) The DISTRICT shall prepare and send one statement for the total annual tax assessment due and owing upon all of the lots, tracts or parcels within the Rimview Water Association to the WATER MASTER. Said statement shall identify individual property owners, their parcel identification numbers and or legal descriptions, and individual charges for assessments and construction excluding the surcharge. The WATER MASTER shall pay said statement in accordance with paragraphs four (4) and five (5) hereof.



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- 8.) The WATER MASTER will notify the DISTRICT office in writing upon sale, transfer or conveyance of any lot, tract or parcel within the Rimview Water Association and provide information as available.
- 9.) ALL contracts to be entered into within the course and scope of the WATER Master's authority, on behalf of the WATER USERS of the Rimview Water Association shall be approved and voted on by all WATER USERS in good standing according to the by-laws of the Rimview Water Association prior to being executed.
- 10.) The WATER USERS shall indemnify and hold the WATER MASTER harmless from all claims, demands, suits, or actions for damages to property or for personal injury and from any and all losses, costs and expenses incurred in connection with and arising out of, or resulting from his or her acts as the WATER MASTER, except in cases arising from willful misconduct, gross negligence or unlawful acts.
- 11.) In the event the WATER MASTER fails to perform any or all of the duties and obligations to be kept by him or her hereunder, or should the WATER MASTER damage or injure either the property or person of a third party, then the WATER USERS shall indemnify and hold the WATER MASTER harmless from all claims, demands, suits or actions for damages to property or personal injuries, and from any and all losses, costs, and expenses incurred in connection therewith arising out of, or resulting from the WATER MASTER'S default or negligence in performing his or her duties and obligations.
- 12.) This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 13.) The term of this agreement and the authority of the WATER MASTER shall begin on this 10TH Day of March, 2009 and shall continue in full force and effect until the majority of the voting acres select another WATER MASTER in accordance to the by-laws of the Rimview Water Association upon which time, the DISTRICT office will be sent a copy of the new agreement appointing the new WATER MASTER.

Appointed Water Master of the: Rimview Water Association

Water Master Name: Kelly Spiering Phone: 754-4349

Address: 1170 Road 19 city, Powell State WY Zip 82435

Kelly Spiering Water Master signature

Dated this 10 day of March 2009

Dave Lauer
Horn Mountain Irrigation District

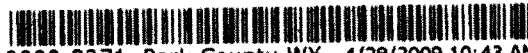
Dated this 23 day of April 2009



Members Acknowledgement

Signature of Landowner	Lot	Address of Landowner	PRINTED NAME
Kelly Spiering Sylvia Spiering		1170 Road 19 Powell WY 82435	Kelly and Sylvia Spiering Living Trust
MIKE RAY Marcia J. Ray	1 ABAND Sub.	1861 LANE 11 1/2 Powell, WY. 82435	MIKE RAY MARCIA J. RAY
Suzanne Sherry		1838 LANE 11 1/2 Powell, WY. 82435	Suzanne Sherry
John F. Burris M.D. Buffy Burris T	Lot 1 BURRIS SIMPLE SUBDIVISION	1858 LANE 11 1/2 Powell, WY 82435	MI BUFFY BURRIS
Darby Dunn Eunice Dunn	Lot 2 ABAND Sub	1855 Lane 11 1/2 Powell, WYO 80435	Darby Dunn Eunice Dunn
Denise Proch		1835 LANE 11 1/2 "	Denise Proch
Constance R. Mahagan	Lot 102 55-34 Sub.	1200 SULLIVAN'S RIDGE ZIONSVILLE, INDIANA 46077	CONSTANCE R. GAHAMAN

All members of the water association must sign this document!



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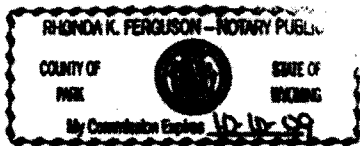
This Notary Certificate is prepared on a separate page and is attached to the document entitled "Agreement Authorizing and Appointing Water Master" containing 3 pages and is attached to that document by means of a staple.

State of Wyoming

ss

County of Park

Kelly Spiering, WATER MASTER for Rimview Water Association (who I know personally) (Whose identity was proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same on this 10th Day of March, 2009.



Witness my hand and official seal

Rhonda K. Ferguson
Notary Public

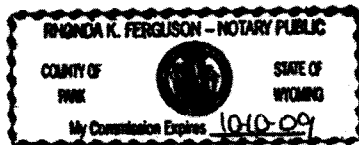
My Commission expires: 10-10-09

State of Wyoming

ss

County of Park

Dan Laurson, Heart Mountain Irrigation District (who I know personally) (Whose identity was proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same on this 23 Day of April, 2009.



Witness my hand and official seal

Rhonda K. Ferguson
Notary Public

My Commission expires: 10-10-09



BY-LAWS of the Rimview Water Association

**Article I
Name**

The name of the Water Association is Rimview Water Association

**Article II
Principal Office**

The principal office of the water association is located at the current water master's home. The members of the water association may change the said place of business at any time. The Water Master will notify the Heart Mountain Irrigation District Office of any changes regarding information pertaining to the water association.

**Article III
Purpose**

The purposes for which the Water Association is organized are:

1. To own, operate and maintain an irrigation water system located within the State of Wyoming, County of Park, City of Powell, Township 55N, Range 100W, Qtr Sec _____ including the distributing the water from the head gate to lots, tract or parcels of members in good standing.
2. To coordinate any and all correspondence and to collect any and all monies that may become due and owing to the Heart Mountain Irrigation District.
3. In general, to do everything necessary, proper, or advisable for the accomplishment of the purposes set forth.

**Article IV
Membership**

1. **ELIGIBILITY** – Every present and future owner of any lot, tract or parcel of land served by the Heart Mountain Irrigation District on Lateral R15 Turnout 02.
2. **MEMBERSHIP** – Membership shall include an undertaking by such owner to comply with these by-laws and to pay all amounts levied by the association when they become due and payable.
4. **TERMINATION** – Membership in the Association shall terminate on a member ceasing to be an owner of any lot, tract or parcel serviced by the Heart Mountain Irrigation District.
5. **ASSIGNMENT** – Membership may not be assigned to tenants occupying or leasing parcels.

**Article V
Meetings of Members**

1. **Annual Meetings:** An annual meeting of the water association shall be held on _____ in the month of March beginning with the year 2010 at the hour of 8:00 (am/pm) for

the purpose of electing officers and the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the succeeding day not a legal holiday.

2. **Special Meetings:** Special meetings, when necessary, shall be called by the water master or upon a petition signed by the majority of the membership having voting rights. The notice of said special meetings shall state the time and place and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
3. **Place of Meeting:** Meetings of the water association shall be held at such suitable place convenient to the association members.
4. **Notice of Meetings:** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member entitled to vote, at least five (5) but not more than ten (10) days prior to such meetings.
5. **Quorum:** Fifty one percent (51%) of the acres of the water association shall constitute a quorum for the purpose of conducting water association business.
6. **Voting:** Each member shall be entitled to 1 vote per irrigated acre owned within the water association.
7. **Proxies:** At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid after sixty (60) days from the date of its execution, unless otherwise provided in the proxy.
8. **Manner of Acting:** A majority of the votes entitled to be cast of a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by these by-laws

Article VI *Officers*

1. **Designation:** The principal officer of the water association shall be the water master.
2. **Election of Officers:** The officers of the water association shall be elected annually by members at the annual meeting.
3. **Removal of Officers:** Upon an affirmative vote of a majority of the acres, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the membership, or at any special meeting of the membership called for such purpose.
4. **Water Master:**
 - a. He/She shall preside at all meetings of the water association.



- b. He/She shall have all of the general powers and duties necessary to carry out the purpose of the water association.
- c. He/She shall have the power to appoint committees from among the members from time to time as he/she may at his/her discretion decide what is appropriate to assist in conducting the affairs of the water association.
- d. He/She will be responsible to inform the district office in writing of changes relating to elected officials and by-laws of the water association.
- e. He/She will be responsible to inform the district office of changes in land ownership within the water association.
- f. He/She will be responsible for all correspondence between the water association and the Heart Mountain Irrigation District office and other personnel.
- g. He/She will maintain accurate water use records for the water association.

5. Secretary-Treasurer (and/or) Water Master:

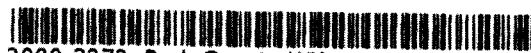
Watermaster

- He/She shall be responsible for collecting all dues and assessments.
- b. He/She shall be responsible for keeping a full and accurate account of all receipts and disbursements in books belonging to the water association.
- c. He/She shall provide a written report of all funds to all members' at all annual meetings.
- d. He/She shall be responsible for recording and keeping minutes of all meetings.

- 6. **Membership Committee:** Voting members in good standing shall act on application for membership.

Article VII
Dues and Assessments

- 1. **Annual Dues** – The annual dues for each member shall be an amount determined by need and as agreed upon by the majority of the members at the annual meeting.
- 2. **Assessments** – Each member shall be charged the amount assessed to their lot, tract or parcel by the Heart Mountain Irrigation District excluding sur-charge.
- 3. **Special Assessments** – Special assessments may be levied on members of the water association only by a majority vote of all of the members of the water association.
- 4. **Payment of Annual Dues** – Payment of annual dues shall be paid on or before the ___ day of _____ and each year after which an owner becomes a member.
- 5. **Default in Payments of Dues & Special Assessments** – Any member that is late in payment of their annual dues or special assessments for a period of 10 days from the date on which the dues or special assessment become payable will be considered in default. Members in default will become unable to vote and shall have water service discontinued. Voting privileges and water service will not be reinstated until the member has paid his/her dues or special assessment in full, plus a \$ 250 late fee.



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6. **Payment of Heart Mountain Irrigation District Assessments** – Annual assessments, excess water or other charges levied shall be paid in full by each property owner before the 1st day of Dec, and each year following in which an owner is a member. Payments will be made individually to the water association and the water association will make payment in full to the district.
7. **Default in Payment of Heart Mountain Irrigation District Assessments** – When any member shall be in default of payment for their annual assessment, excess water or other charge for a period of 10 days from the date on which the assessment, excess water or other charge become payable, said member will become unable to vote and shall have water service discontinued. In addition to the forgoing, monies will be paid to the Heart Mountain Irrigation District for the defaulting member by the water association.

The Rimview Water Association shall have the right to record a notice of claim of lien and proceed thereon in accordance with provisions of Wyoming Law for the foreclosure and enforcement of liens. In the event the Rimview Water Association shall not record a lien; it shall have the right to commence an action against such member for the collection of the unpaid assessments in accordance with the provisions of Wyoming Law.

Voting privileges and water service will not be reinstated until the member has paid all monies due and owing in regards to the delinquent assessment, excess water or other charge.

Upon a member being reinstated, the Water Master will provide a written confirmation to the Heart Mountain Irrigation District that said assessments, excess water or other charges are paid in full and the member is once again in good standing with the water association.

Article VIII Use of Water

Water furnished to the members shall be for irrigation purposes only. Water orders will be requested through the Water Master only and only in the manner deemed appropriate by the water association. No member other than the Water Master has the authority to turn the water on or off or otherwise adjust the system.

Article IX Amendments

These articles may be amended or new by-laws may be made and adopted, at any annual or special meeting of the members of the Rimview Water Association, by two – thirds (2/3) vote of the acres of the water association, provided that notice of intention to amend shall have been contained in the notice of the annual or special meeting.



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Fees: \$23.00

**Article X
Duly Authorized Signatories**

Each party represents and warrants that its signatory whose signature appears below has been and is on the date of this agreement duly authorized by all necessary corporate or other appropriate action to execute this agreement.

Certificate of Adoption

The undersigned does hereby certify that the above and foregoing by-laws were duly adopted by the membership of the Rimview Water Association on the 10th day of March, 2009 and are now and have been since that date the by-laws of said water association.

<u>Landowner Signature</u>	<u>Printed Name</u>	<u>Lot #</u>	<u>Date</u>
<i>Kelly Spiring</i>	Kelly and Sylvia Spiring Living Trust		3-10-09
<i>Mike Ray</i>	MIKE RAY	LOT 1	
<i>Marcia J. Ray</i>	MARCIA J. RAY	ABARR Sub	3-20-09
<i>Juzanne Sherry</i>	Juzanne Sherry	TR41 T55N R 100 W	3-20-09
<i>John Frederick Burriss II</i>	JOHN FREDERICK BURRIS	Y411	3-21-09
<i>MI Barry Burriss</i>	MI Barry Burriss	Family Sub	3-21-09
<i>Darby Dunn</i>	Darby Dunn	lot 2	3-22-09
<i>Eunice Dunn</i>	Eunice Dunn	Abarr Sub	3-22-09
<i>Lick Roush</i>	Lick Roush		3/25/09
<i>Denise Roush</i>	Denise Roush		3/25/09
<i>Michael J. Caravan</i>	Michael J. Caravan	Lot 102	
<i>Constance R. Caravan</i>	CONSTANCE R. CARAVAN	64-34 sub	4/15/2009

The undersigned, qualified and authorized representative of the Heart Mountain Irrigation District does hereby certify that the above and foregoing by-laws of the Rimview Water Association were duly reviewed prior to their recording and all statements contained herein meets with the Heart Mountain Irrigation District's satisfaction and approval.

Jan Lawrence 4-23-09
Heart Mountain Irrigation District Date
Kelly Spiring 4-27-09
water master Signature

Revised: November 2003