

## INDIAN KNOLLS ESTATES SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of June, 2006, by and among Sweetwater County, Wyoming, by and through the Board of County Commissioners, (hereinafter referred to as "County"), AMERICAN NATIONAL BANK, a Federally insured depository (hereinafter referred to as "Bank"), and OUR VENTURES LLC, a Wyoming Limited Liability Corporation with its principal place of business in Sweetwater County, Wyoming, (hereinafter referred to as "Developer").

### WITNESSETH:

WHEREAS Developer has made application to County for approval of INDIAN KNOLLS ESTATES (hereinafter referred to as "the Subdivision"), a proposed subdivision located in Sweetwater County, Wyoming, the final plat of which is attached hereto, marked "Exhibit A," and by this reference incorporated herein, and;

WHEREAS County, in accordance with the Subdivision Regulations of Sweetwater County, Wyoming, (hereinafter referred to as "the Regulations"), finds it necessary, as a condition of final approval of said plat, to require certain improvements along with sufficient financial assurances to guarantee and insure that all necessary and required improvements will be completed by Developer in a timely and workmanlike manner;

NOW THEREFORE, COUNTY, BANK, AND DEVELOPER HEREBY FREELY, VOLUNTARILY, AND MUTUALLY AGREE AS FOLLOWS:

- I. Approval of Plat. County agrees to approve the Subdivision and issue a Subdivision Permit upon the completion of the following acts:
  - A) Execution of this Subdivision Improvements Agreement by all parties.
  - B) Execution of final plat by all parties having any titled interest in or lien upon any lands contained within the Subdivision.
  - C) Execution and delivery of the financial assurances as required by Sections 7.a. and 9.a. of the Regulations.
  - D) Compliance by Developer with all applicable provisions of the Regulations.
- II. Installation of Required Improvements. Developer shall commence, construct, and complete the required improvements as detailed in Section 9.b. of the Regulations, Wyoming Statutes §§ 18-5-301, -315, and "Exhibit B," which is attached hereto, and incorporated herein by reference. These improvements shall be completed by Developer within one (1) year of the date of the execution of this agreement unless an extension is granted as provided in Paragraph X. Improvements shall be made in a workmanlike manner in compliance with "Exhibit B," in accordance with any and all applicable Local, State, and Federal regulations, including but not limited to: The Rules, Regulations, and Standards for System Operations for Ten Mile Water and Sewer; The Wyoming Public



Works Standard Specifications, Latest Edition; The Regulations; and The Sweetwater County Engineering Specifications and Guidelines, and in compliance with any and all requirements and conditions of the Board. The required improvements shall be installed, inspected, and tested as provided in Sections 9.c. and d. of the Regulations and "Exhibit B". "As-Built" drawings as required by Section 9.e. of the Regulations shall be submitted to the County Engineer in a timely fashion, for the purposes of issuing Initial Acceptance of the improvements and establishing the beginning date of the Construction Warranty Period.

- III. Notification and Approval of County Engineer. Developer shall notify the County Engineer at least two working days prior to beginning any phase of the improvement work. Developer shall not commence construction of road improvements, or improvements within the road rights of way, until approval of the County Engineer has been obtained.
- IV. Inspections. Developer shall cooperate with all inspections related to this agreement and correct all identified defects, deficiencies, or violations. Developer shall grant access to Subdivision property for the purposes of inspections.
- V. Certified Test Reports. All testing required by Section 9.d. of the Regulations shall be preformed by a certified testing firm and Developer shall bear all costs of providing certified test reports to the County Engineer. The Developer shall provide certified test reports of road base material meeting or exceeding both the "W" gradation specification of Table 803.4.4-1 and the "Crushed Base" or "Subbase" specification as applicable from Table 803.4.4-2 as defined in the current edition of the "Standard Specifications for Road and Bridge Construction" published by the Wyoming Department of Transportation. Such test reports shall be provided to the County Engineer, and the Developer shall place no road base material in the streets and roadways until all tests are verified and accepted by the County Engineer.
- VI. Certification of Water and Sewer Systems. Developer shall provide a letter from the governing board of the Ten Mile Water and Sewer District to County, indicating that the District has accepted the water and sewer lines, and that the construction and installation of all water and sewer lines was in accordance with all applicable local, state, and Federal Regulations. Developer shall provide a copy of the District's letter to the Wyoming Department of Environmental Quality.
- VII. Water and Sewer Access Availability. Developer shall submit documentation from the Ten Mile Water and Sewer District that the right to adequate access to the water distribution and sewer collection systems to complete the service to Subdivision has been secured, prior to recordation of Final Plat.
- VIII. Payment of Fees. Developer shall pay a Fee in Lieu of Land Dedication in the amount of 11%, as required by Section 8.b. of the Regulations, prior to recordation of Final Plat. Developer shall pay an Inspection Fee of \$12,379.91, which is equal to 3% of the total final construction costs of the project as required by Section 6.e. of the Regulations, prior

to recordation of Final Plat. After final acceptance of the subdivision by Sweetwater County, unused inspection fees, if any, as determined by the Sweetwater County Engineer, will be returned to the developer.

**IX. Financial Commitment and Guarantee for Required Improvements.**

A) **Improvement Guarantee.** Contemporaneously with the execution of this Agreement, Developer shall grant and deliver to County financial assurances as required by Section 9.a. of the Regulations and Wyoming Statute § 18-5-306 (a)(viii), as collateral to guarantee and secure that all required improvements will be provided, constructed, and installed by Developer in a timely and workmanlike manner, in compliance with plans, specifications and data approved by the County Engineer, and in accordance with "Exhibit B" and any and all applicable County, State, and Federal regulations. The amount of the improvement guarantee shall be **\$515,829.63** which is agreed by both parties to be not less than 125% of the cost of providing and installing all required improvements. A copy of the instruments through which the financial assurances are provided is marked "Exhibit C," attached hereto, made a part hereof, and incorporated herein by reference. In the event the developer shall fail to complete any improvements as provided herein, County shall be entitled to utilize the funds secured by "Exhibit C," and any and all other available remedies, so that it may complete any such improvements and satisfy the costs and expenses of the completion of the improvements. Developer has agreed to pay Bank any and all fees associated with obtaining and maintaining the required financial assurances.

B) **Maintenance and Repair Guarantee.** Developer shall furnish to County financial assurances as required by Section 7.a. of the Regulations, to cover maintenance and necessary repairs for all streets, drainage improvements and appurtenant items, which will be under the jurisdiction of County. The financial guarantee shall be for a minimum period of one (1) year after initial acceptance of the work and shall be equal to ten percent (10%) of the value of all improvements which will be under the jurisdiction of County.

C) **Total amount of Financial Guarantee.** The Financial Guarantee provided by Developer shall be in the total sum of **\$530,748.77**, which is comprised of the Improvement Guarantee in the amount of **\$515,829.63**, and the Maintenance and Repair Guarantee in the amount of **\$14,919.14**.

D) **Release of Financial Assurances.** Financial Assurances provided pursuant to this Agreement to guarantee improvements, shall not be withdrawn, released, or reduced in amount without the approval of the Planning and Zoning Commission. Financial Assurances provided pursuant to this Agreement to guarantee maintenance and repair of improvements, shall not be withdrawn, released, or reduced in amount without the approval of the Board of County Commissioners.

**X. Extension of Agreement.** It is expressly understood and agreed that this Agreement may be extended by mutual assent of all parties for an additional period not to exceed six (6)

months, when said extension is reasonable and related to the temporary impracticability or impossibility of completion within the time frame agreed upon in Paragraph II. Any extension must be in writing and signed by all parties.

- XI. **Modification of Agreement.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each party.
- XII. **Entire Agreement.** This Agreement shall, constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.
- XIII. **Assignment of Agreement.** Developer shall not assign this Agreement without the written consent of County.
- XIV. **Absence of Waiver.** Failure on the part of County to enforce the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the rights of County under this Agreement thereafter to enforce any such terms or conditions. All provisions of this agreement are continuing and shall be in full force and effect during the term of this Agreement, and are not waived by reason of any lenience which may have been granted or extended by County on account of prior default in performance of the terms and conditions herein.
- XV. **Enforcement.** Time is of the essence of this Agreement. In the event of failure by any party to comply with the terms of this Agreement, the non-defaulting party has the right to institute appropriate legal action to enforce the provisions of this Agreement or to recover for the breach of the terms hereof.
- XVI. **Sovereign Immunity.** County does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
- XVII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
- XVIII. **Minimum Requirements.** The requirements of the Regulations shall be applicable to the Subdivision unless specifically altered or waived by this Agreement.
- XIX. **Covenants Binding.** The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, devisees, legates, executors, administrators, successors and assigns of the parties hereto.
- XX. **Partial Invalidity.** The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and affect.

XXI. Exhibits. The following exhibits, referenced herein, shall be apart of this agreement and recorded with this agreement. The Land Use Department shall determine which portions of Exhibit B may be excluded from recordation in the Sweetwater County Clerks Office.

"Exhibit A"

Attached copy of INDIAN KNOLLS ESTATES

"Exhibit B" -

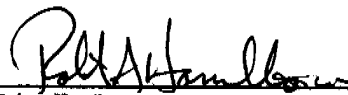
Includes: 1) County Engineer approved construction plans for all improvements proposed for Subdivision; 2) any restrictive covenants required by §§ 8.f(3) and 5.d(6)(e) of the Regulations, 3) any letter, certification, or statement required to be obtained from any Federal, State, or local regulatory agency, and 4) County Engineer approved detailed construction specifications put into book form consistent with design parameters and in sufficient detail to allow inspection and approval of building practices on an ongoing basis.

"Exhibit C" -

A copy of Multiple Irrevocable Letter(s) of Credit from American National Bank, marked "Exhibit C"

Dated this 24<sup>th</sup> day of April, 2006.

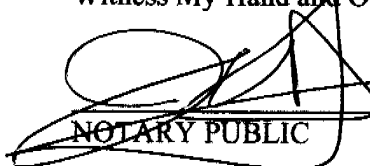
OUR VENTURES, LLC, Developer

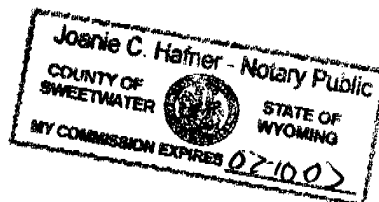
By:   
Robert Hamilton  
Owner

State of Wyoming }  
County of Sweetwater } ss.

The forgoing Subdivision Improvements Agreement was acknowledged before me this 24<sup>th</sup> day of April, 2006, by Robert Hamilton.

Witness My Hand and Official Seal.

  
NOTARY PUBLIC



Dated this 24<sup>th</sup> day of April, 2006.

AMERICAN NATIONAL BANK, Bank

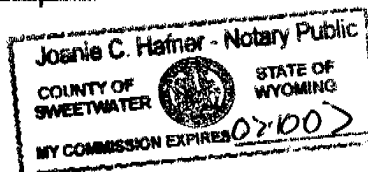
By: [Signature]  
Liles Lipe  
Printed Name  
VP  
Title

State of Wyoming }  
County of Sweetwater } ss.

The forgoing Subdivision Improvements Agreement was acknowledged before me this 24<sup>th</sup> day of April, 2006, by Liles Lipe.

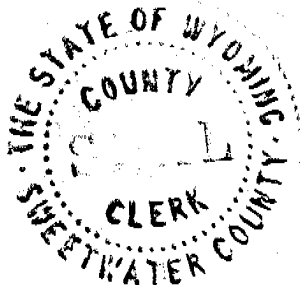
Witness My Hand and Official Seal.

[Signature]  
NOTARY PUBLIC



Dated this 6<sup>th</sup> day of June, 2006.

BOARD OF COUNTY COMMISSIONERS FOR  
SWEETWATER COUNTY,  
WYOMING



By: [Signature]  
John D. Pallesen, Chairman  
Board of County Commissioners for Sweetwater  
County, Wyoming

ATTEST:

[Signature]  
Loretta Bailiff,  
Sweetwater County Clerk

1. *Clay C. Wool*, do hereby certify that I am a bona fide taxpayer registered under the laws of the State of Wyoming, and that this plot is a true, correct, and complete plot of taxable land as made from an accurate survey of and properly by me and under my supervision, and I hereby certify that the location and dimensions of the lots, easements, and streets of said plat are correctly shown on the same as filed upon the ground in compliance with Section 24 of the Statute of Wyoming.



STATE OF MICHIGAN )  
COUNTY OF LANSING ) ss  
I, \_\_\_\_\_, Clerk of the Court,  
do hereby certify that the foregoing instrument was acknowledged before me by Corey C. Small this  
\_\_\_\_\_ day of \_\_\_\_\_, 2006.  
Witness my hand and official seal.

My commission expires: May 28, 2008  
Notary public: Adele Gubindley

STATE OF WYOMING  
COUNTY OF SHERIDAN: ss  
I, \_\_\_\_\_, County Clerk of and for said County of Sheridan, do hereby certify that \_\_\_\_\_  
Agrees this \_\_\_\_\_ day of \_\_\_\_\_ 2008, to the  
County Engineer of said County of Sheridan.

*De P. R. ...*  
COUNTY ENGINEER

2008

1-2-106

**SWEETWATER COUNTY PLANNING  
and ZONING COMMISSION CERTIFICATE**

STATE OF MONTANA  
COUNTY OF SWEETWATER

This is approved by the Sweetwater County Planning and Zoning Commission  
this 10 day of May, 2006.

STATE OF INDIANA  
COUNTY OF SWANSEA: ss  
That and appeared to the Swanswear Quantity Planning and Zoning Commission  
This 10 day of May 2008  
Signed in presence of  
John B. Lamb  
Mayor

This was approved by the Board of County Commissioners of Seward County, Missouri, on the 21st day of June, 1906, after filing with the Clerk and Recording Officer of Seward County, and for convenience to the County of the public records, the following resolution, to-wit: That the Board of County Commissioners do hereby authorize and direct the County Engineer to proceed with constructing or constructing a public sewer as specifically granted by the Board of County Commissioners, and whether that said sewer shall in no way abridge Seward County for maintenance of the same, which said sewer is to be located in the Public North of improvements that shall have been made in the said sewer.

STATE OF KENTUCKY  
COUNTY OF SHELBY  
I, \_\_\_\_\_, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on file in my office.  
Witness my hand and the seal of said County at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

STATE OF MONTANA )  
COUNTY OF SHERIDAN ) ss  
I, \_\_\_\_\_, a duly qualified and authorized officer of the said county, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same is on file in the office of the clerk of the said county.

beginning of the vertical corner of said SW  $\frac{1}{4}$  (center one-quarter corner of said Section 23), thence S 00° 35' E, 1,318.17 feet along the East line (parallel to the North line) to the corner of said SW  $\frac{1}{4}$ , thence S 75° 09' E, 328.27 feet along said East line, thence N 68° 42' E, 1,182.22 feet to the Eastern right-of-way line of Yellowstone Road, thence S 75° 09' E, 1,450.49 feet along said right-of-way line to the North line of said SW  $\frac{1}{4}$ , thence S 89° 44' E, 444.77 feet along said North line to the Center-right-of-way corner of said Section 22, thence S 89° 42' E, 1,218.35 feet along said North line to the N.W. of BEGINNING.

This Division as it is required and set it appears on the first it was with the true content and in accordance with the words of the undersigned owner and proprietor and the same is a general bill of the city as it is divided into lots, blocks, streets, and assessments.

Executed this 6 day of June 2006. by:

Robert A. Mendenhall

The foregoing statement was corroborated before me by Robert A. Hamilton this  
6th day of June 2006.  
Address me here and official seal

My commission expires 12-16-27  
Notary public. Chas. E. Sullivan



- 5 FOUND STANDARD BLM BRASS CAP MISSING
- 6 FOUND PROPERT CORNER, FLS 347 1/2" STEEL CAP WITH 2" ALUMINUM CAP
- 7 FOUND PROPERT CORNER, FLS 2785 1/2" REBAR WITH 2" ALUMINUM CAP
- 8 SET 2" X 1/2" STEEL BAR WITH 1 1/2" ALUMINUM CAP

**75018 NUGA**



Case	Length	Number	Number	Count
1	50.18	17.42	105.21	18.85
2	50.58	17.77	106.34	19.02
3	50.98	18.12	107.46	19.19
4	51.38	18.47	108.59	19.36
5	51.78	18.82	109.71	19.53
6	52.18	19.17	110.84	19.70
7	52.58	19.52	111.96	19.87
8	52.98	19.87	113.09	20.04
9	53.38	20.22	114.21	20.21
10	53.78	20.57	115.34	20.38
11	54.18	20.92	116.46	20.55
12	54.58	21.27	117.59	20.72
13	54.98	21.62	118.71	20.89
14	55.38	21.97	119.84	21.06
15	55.78	22.32	120.96	21.23
16	56.18	22.67	122.09	21.40

NOTES:

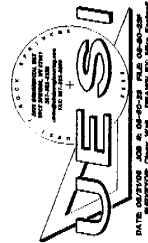
1. WATER SUPPLY BY THE 10 MILE WATER & SOWER DISTRICT, 10 MILE WATER
2. SEWAGE TREATMENT BY INDIVIDUAL SEPTIC TANK AND LEACH FIELD. PERMIT FROM MTOWING DEC WILL BE REQUIRED.
3. SUBDIVISION ZONE # 02 SF 152 SINGLE FAMILY RESIDENTIAL

4. NO LOT ACCESS FROM TELLSTONE ROAD OR  
BRANDLER STREET.

NO PROPOSED, CENTRALIZED SEWAGE SYSTEM  
NO WATER RIGHTS CONVEYED WITH THIS PROPERTY

RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0723  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 7 of 84

464



**SHEET 4 OF 4**

**FINAL PLAT of the  
INDIAN KNOLLS ESTATES SUBDIVISION  
A SUBDIVISION of PART of the  
SW 1/4 of SECTION 33,  
T20N, R105W, 6th P.M.  
SWEETWATER COUNTY, WYOMING**

## RESOLUTION 06-06-ZO-04

### INDIAN KNOLLS ESTATES SUBDIVISION FINAL PLAT

WHEREAS, Our Ventures, LLC., requests Final Plat approval of the proposed Indian Knolls Estates Subdivision, which contains 19 lots, and is legally described as:

*A tract of land in the SW¼ of Section 33, T20N, R105W, 6<sup>th</sup> P.M., Sweetwater County, Wyoming, said tract being more particularly described as follows:*

*Beginning at the Northeast corner of said SW¼ (Center one-quarter corner of said Section 33), running thence S 0°05'35" E, 1319.17 feet along the East line thereof to the Center-South one-sixteenth corner of said Section 33; thence S 0°06'09" E, 38.27 feet along said East line; thence N 88°40'42" W, 1182.32 feet to the Easterly right-of-way line of Yellowstone Road; thence N 23°32'27" W, 1460.49 feet along said right-of-way line to the North line of said SW¼; thence S 89°44'53" E, 444.77 feet along said North line to the Center-West one-sixteenth corner of Section 33; thence S 89°42'13" E, 1318.38 feet along said North line to the POINT OF BEGINNING. Said tract containing 45.460 acres, more or less; and,*

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the Sweetwater County Subdivision Regulations on May 10, 2006 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion the Planning and Zoning Commission voted 3-0 to approve the Final Plat of Indian Knolls Estates Subdivision with the conditions set forth:

#### Construction Plans:

1. Need Permit to Construct Water System from the DEQ
2. Sign Table on Site Drainage and Grading Sheet: Change Yield Signs to Stop Signs.
3. Provide a Mylar of the Construction Plans Cover Sheet.
4. Provide a Utility Plan Sheet as requested. Show all utilities that are proposed to be provided by the developer and other pertinent information required by the Final Plat Checklist.
5. Test data for soil profile see Section 5d(6)(d) of the Sweetwater County Subdivision Regulations
6. Expand the Typical Road Cross Section Detail to show R.O.W. lines on both sides of the cross-section. This detail is found in the Construction Plans on Page 6 of 12.
7. Label utility easements and drainage easements.
8. Make sure all book and page #s of easements are properly shown on drawing
9. Address offsite downstream drainage easement issues

Final Letters of Credit Review needed.

Inspection Fees and Land Dedication Fees Paid Prior to the Recordation of the Plat

#### Final Plat:

- a. Provide Final Plat Mylar
- b. Add to the Final Plat Mylar drainage, soils and drainage easement maintenance note. See attached sample note language.

PZ 05-126  
PID: 04-2005-33-3-00-030.00  
Page 1 of 2



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0724  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 8 of 84

**EXHIBIT B** pg 1 of 05



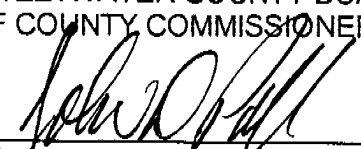
c. Add Book and Pages of separately recorded easements where necessary.

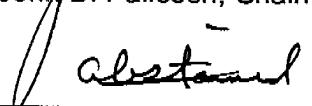
WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on June 6, 2006, and has given due consideration to all the evidence and testimony presented at the hearing.

NOW THEREFORE, BE IT RESOLVED, the Sweetwater County Board of County Commissioners hereby APPROVES the Final Plat with the aforementioned conditions.

Dated this 6<sup>th</sup> day of June, 2006.

SWEETWATER COUNTY BOARD  
OF COUNTY COMMISSIONERS

  
John D. Pallesen, Chairman

  
Joseph L. Oldfield, Member

  
Wally J. Johnson, Member

ATTEST:

  
Loretta Bailiff, County Clerk



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0725  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 9 of 84

PZ 05-126  
PID: 04-2005-33-3-00-030.00  
Page 2 of 2

**EXHIBIT B pg 2 of 65**

1. Ken J. McQuinn, do submit, that these cross and impudences are referred by the  
and under my direct supervision and control

6/10/06 Ken J. McQuinn 7-54  
(Name, position) (Working P.E. No)

g<sup>1</sup> \_\_\_\_\_, 2006, by the County Engineer of Seward County, Missouri.

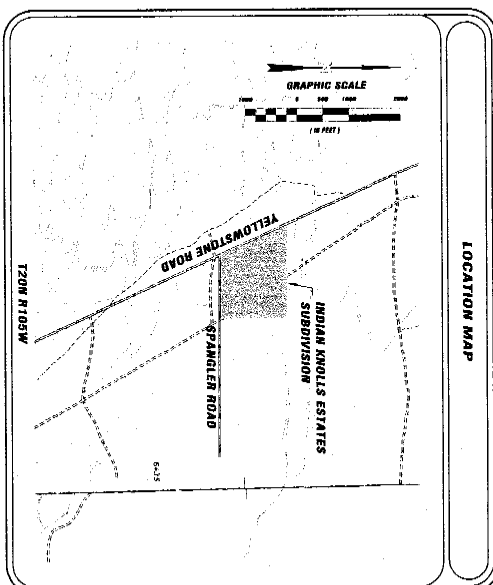
*John P. Howard*  
County Engineer

Prothonotary, Seward County, Mo.  
JOHN A. HOWARD  
1895  
SEWARD COUNTY, MO.

It then is, however, so merely certify that these above were approved under my direct supervision and control, on the first, second and third days referred to respectively. As they have been so approved, I have caused the measurements to be taken by my assistants, and have the measurements of the Assistant of Environmental Quality, the State Highway Department, the County Engineer, and any other appropriate agencies.

(Date)	Item	(By whom & to what)
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## CONSTRUCTION PLANS

[illegible]

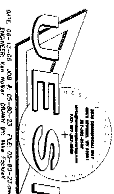
SUMMARY OF QUANTITIES	
EXCAVATION	3,465 CU. YDS
REINFORCING	1,000 LBS
CONCRETE (FORMS)	1,000 CU. YDS
CONCRETE (PIPE COAT)	2,275 CU. YDS
PIPE	1,000 LBS
1" DIA. W/ 12' LONG	225 LBS
2" DIA. W/ 12' LONG	225 LBS
4" DIA. W/ 12' LONG	225 LBS
6" DIA. W/ 12' LONG	225 LBS
8" DIA. W/ 12' LONG	225 LBS
10" DIA. W/ 12' LONG	225 LBS
12" DIA. W/ 12' LONG	225 LBS
14" DIA. W/ 12' LONG	225 LBS
16" DIA. W/ 12' LONG	225 LBS
18" DIA. W/ 12' LONG	225 LBS
20" DIA. W/ 12' LONG	225 LBS
22" DIA. W/ 12' LONG	225 LBS
24" DIA. W/ 12' LONG	225 LBS
26" DIA. W/ 12' LONG	225 LBS
28" DIA. W/ 12' LONG	225 LBS
30" DIA. W/ 12' LONG	225 LBS
32" DIA. W/ 12' LONG	225 LBS
34" DIA. W/ 12' LONG	225 LBS
36" DIA. W/ 12' LONG	225 LBS
38" DIA. W/ 12' LONG	225 LBS
40" DIA. W/ 12' LONG	225 LBS
42" DIA. W/ 12' LONG	225 LBS
44" DIA. W/ 12' LONG	225 LBS
46" DIA. W/ 12' LONG	225 LBS
48" DIA. W/ 12' LONG	225 LBS
50" DIA. W/ 12' LONG	225 LBS
52" DIA. W/ 12' LONG	225 LBS
54" DIA. W/ 12' LONG	225 LBS
56" DIA. W/ 12' LONG	225 LBS
58" DIA. W/ 12' LONG	225 LBS
60" DIA. W/ 12' LONG	225 LBS
62" DIA. W/ 12' LONG	225 LBS
64" DIA. W/ 12' LONG	225 LBS
66" DIA. W/ 12' LONG	225 LBS
68" DIA. W/ 12' LONG	225 LBS
70" DIA. W/ 12' LONG	225 LBS
72" DIA. W/ 12' LONG	225 LBS
74" DIA. W/ 12' LONG	225 LBS
76" DIA. W/ 12' LONG	225 LBS
78" DIA. W/ 12' LONG	225 LBS
80" DIA. W/ 12' LONG	225 LBS
82" DIA. W/ 12' LONG	225 LBS
84" DIA. W/ 12' LONG	225 LBS
86" DIA. W/ 12' LONG	225 LBS
88" DIA. W/ 12' LONG	225 LBS
90" DIA. W/ 12' LONG	225 LBS
92" DIA. W/ 12' LONG	225 LBS
94" DIA. W/ 12' LONG	225 LBS
96" DIA. W/ 12' LONG	225 LBS
98" DIA. W/ 12' LONG	225 LBS
100" DIA. W/ 12' LONG	225 LBS

5310a.

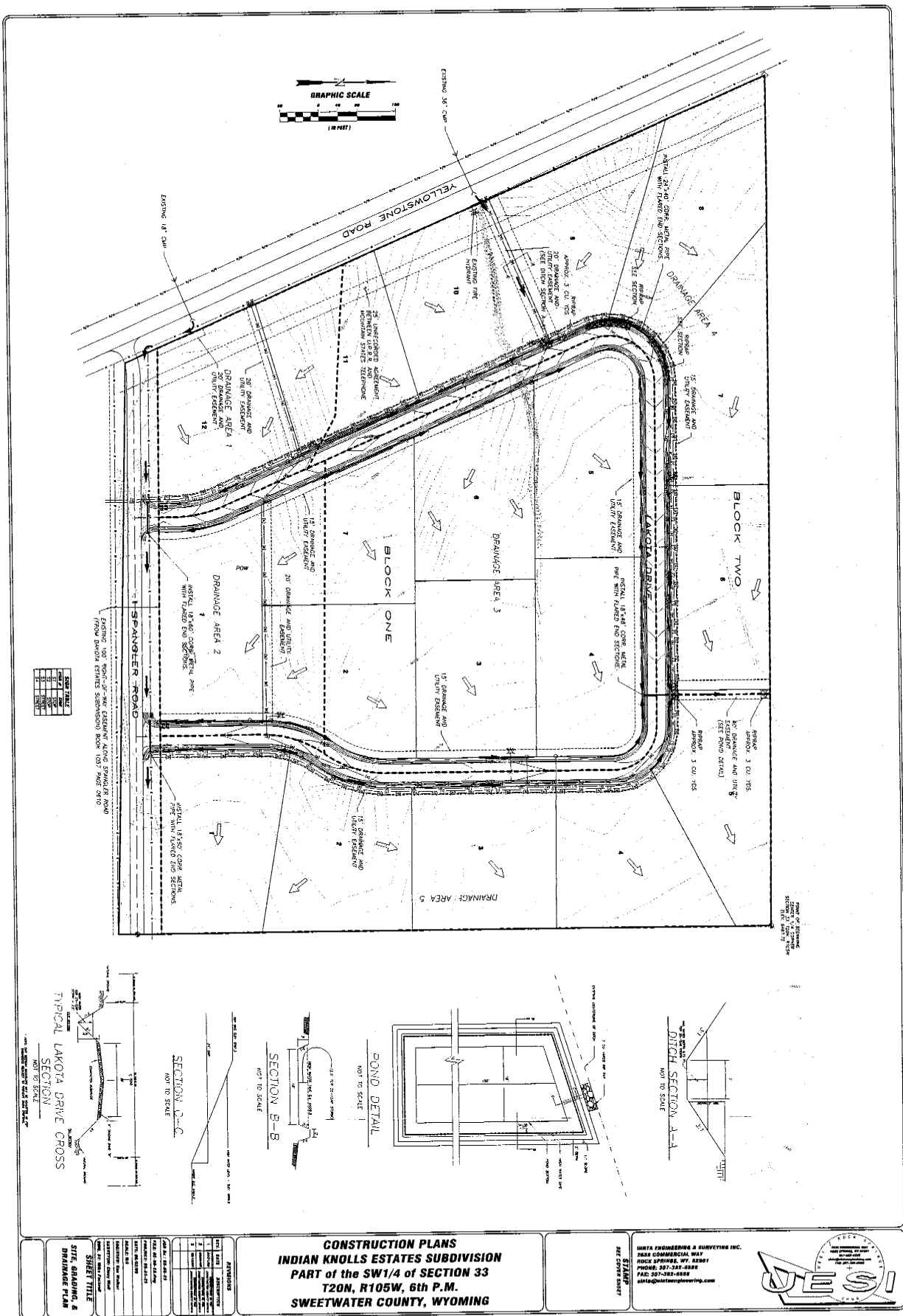
1. TOPSOIL STANDARDS TO BE DETERMINED *following* CONSTRUCTION
2. CUT CALCULATED AT 10% PLUCK VOLUME
3. ALL CALCULATED USING 90% SPARE FACTOR
4. PAVE EXPOSURE ARE ASSIGNED *independent* *findings* AND VALUES
5. STRIKE ANY CONNECTIONS TO *injected* *surface* *cracks*, *slips*
6. STRIKE ANY *removal* *water* *pan*, *pen*, *chase* *5/100* *comp*
7. *note*, *and* *service* *pipe* *to* *protect* *line*
8. ALL *water* *line* *connections* *and* *cross* *to* *have* *allowed*
9. *connectors* *to* *provide* *adequate* *air* *requirements* *or*
10. *to* *have* *sewer* *and* *water* *systems*
11. ALL CONSTRUCTION TO *comply* *with* *brooding* *public* *works*
12. *Standard* *Specifications*

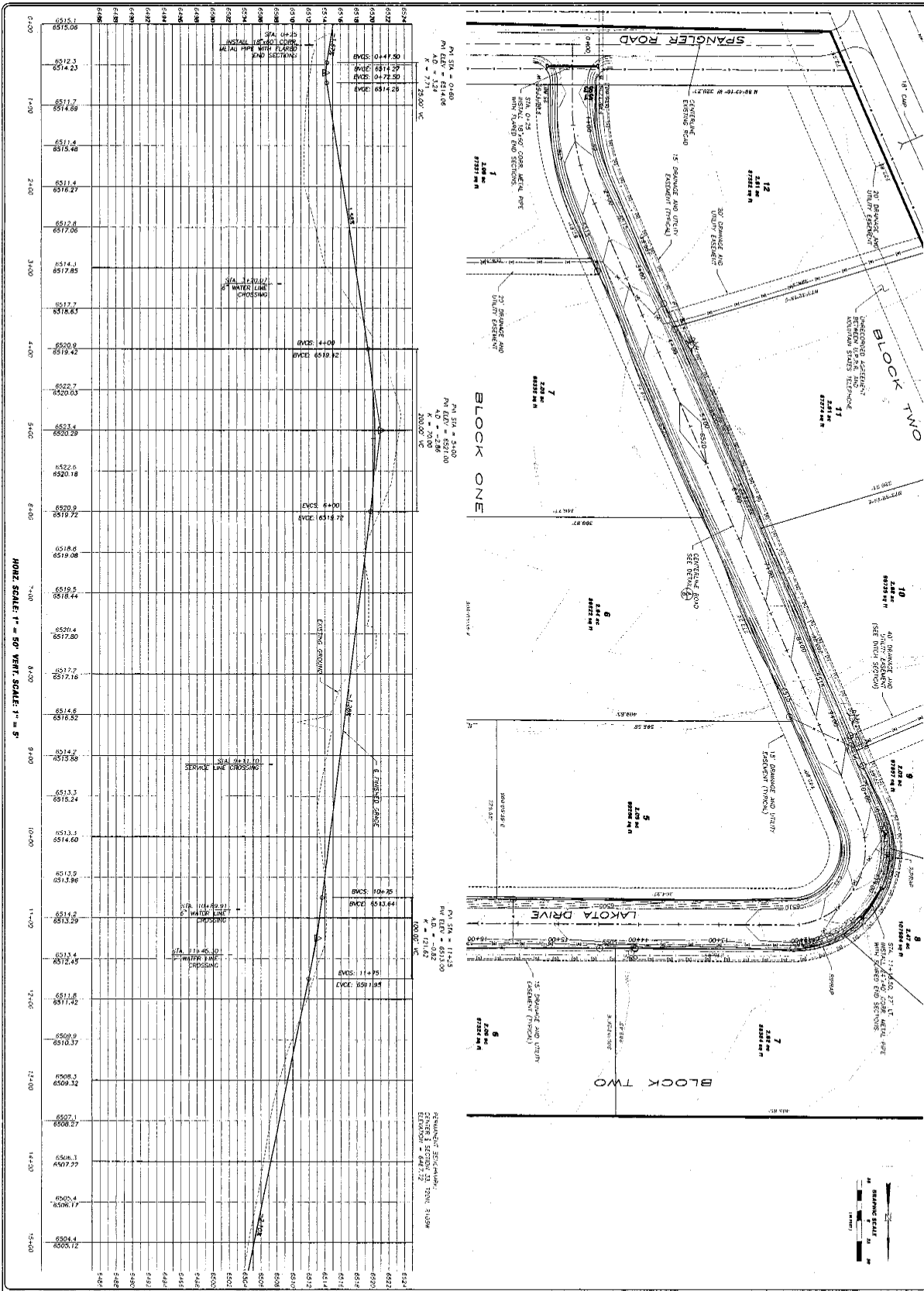
**NO PROPOSED CENTRALIZED SEWAGE SYSTEM**

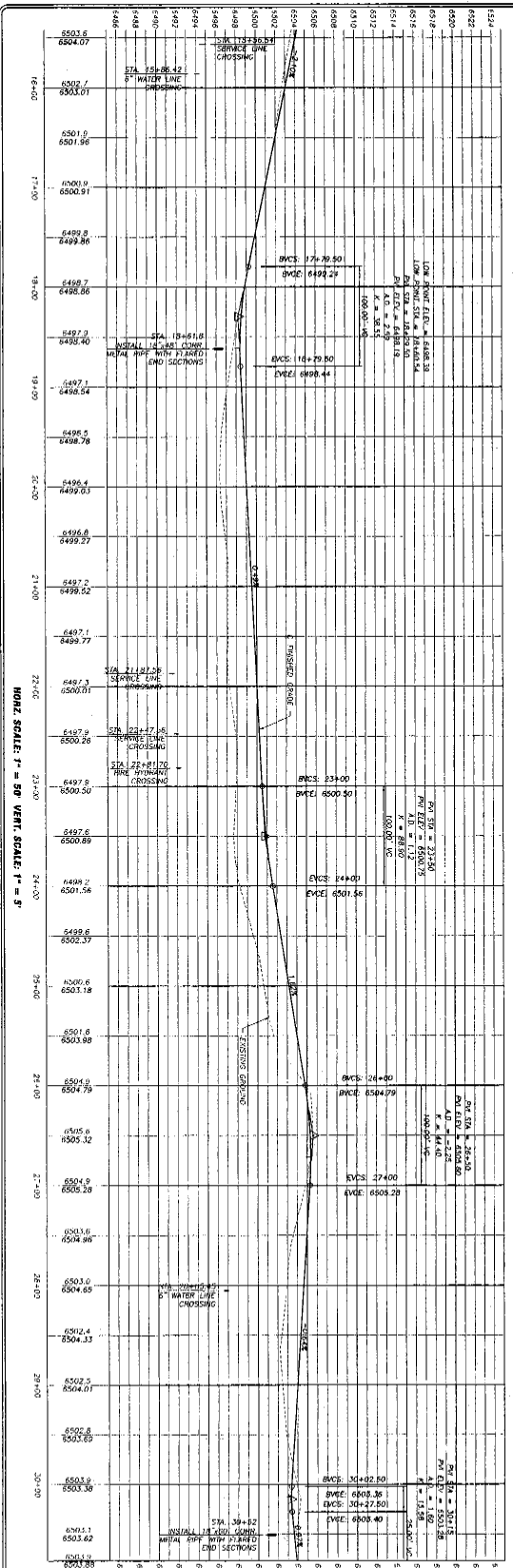
SHEET INDEX	
SITE PLAN	1-2
LAND'S BONE PLAN AND PROFILE	1-2
ASIDE LINE PLAN AND PROFILE	3-5
TRUCK DETAILS	6--
ROADWAY CROSS SECTIONS	6-12



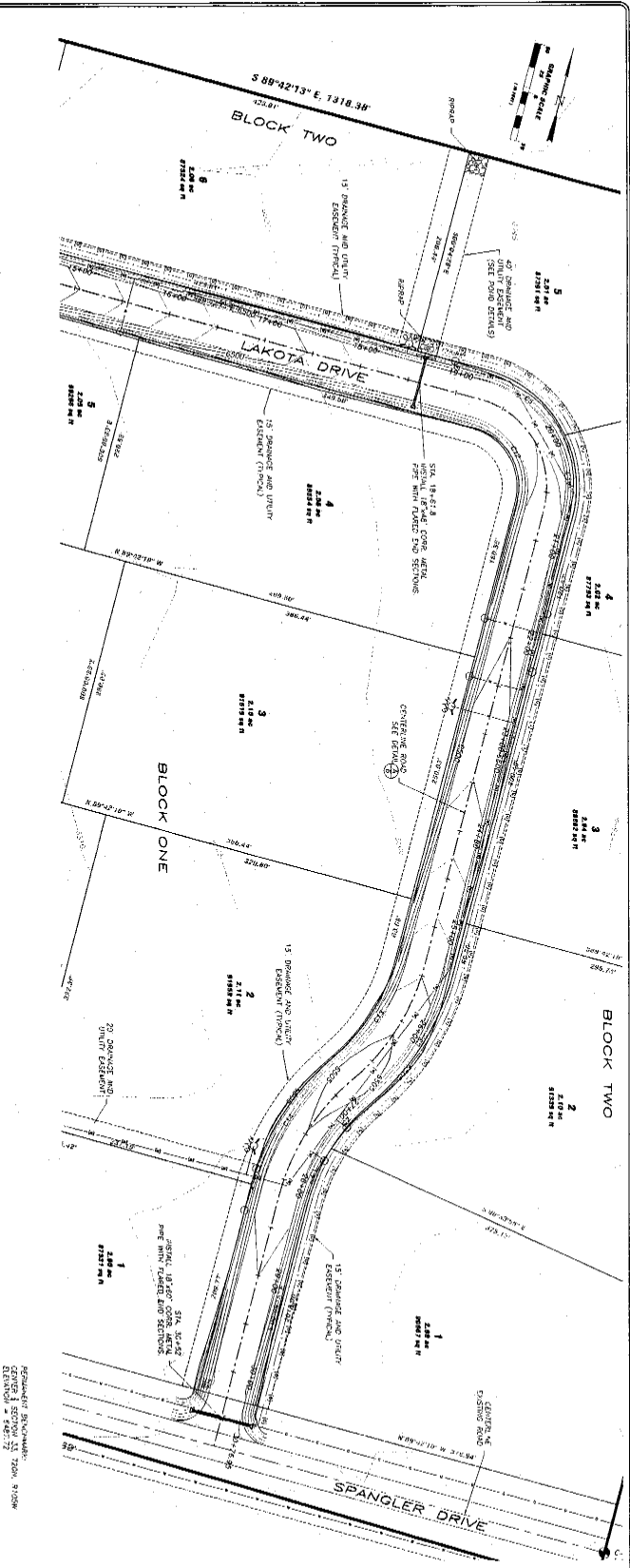
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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 10 of 84







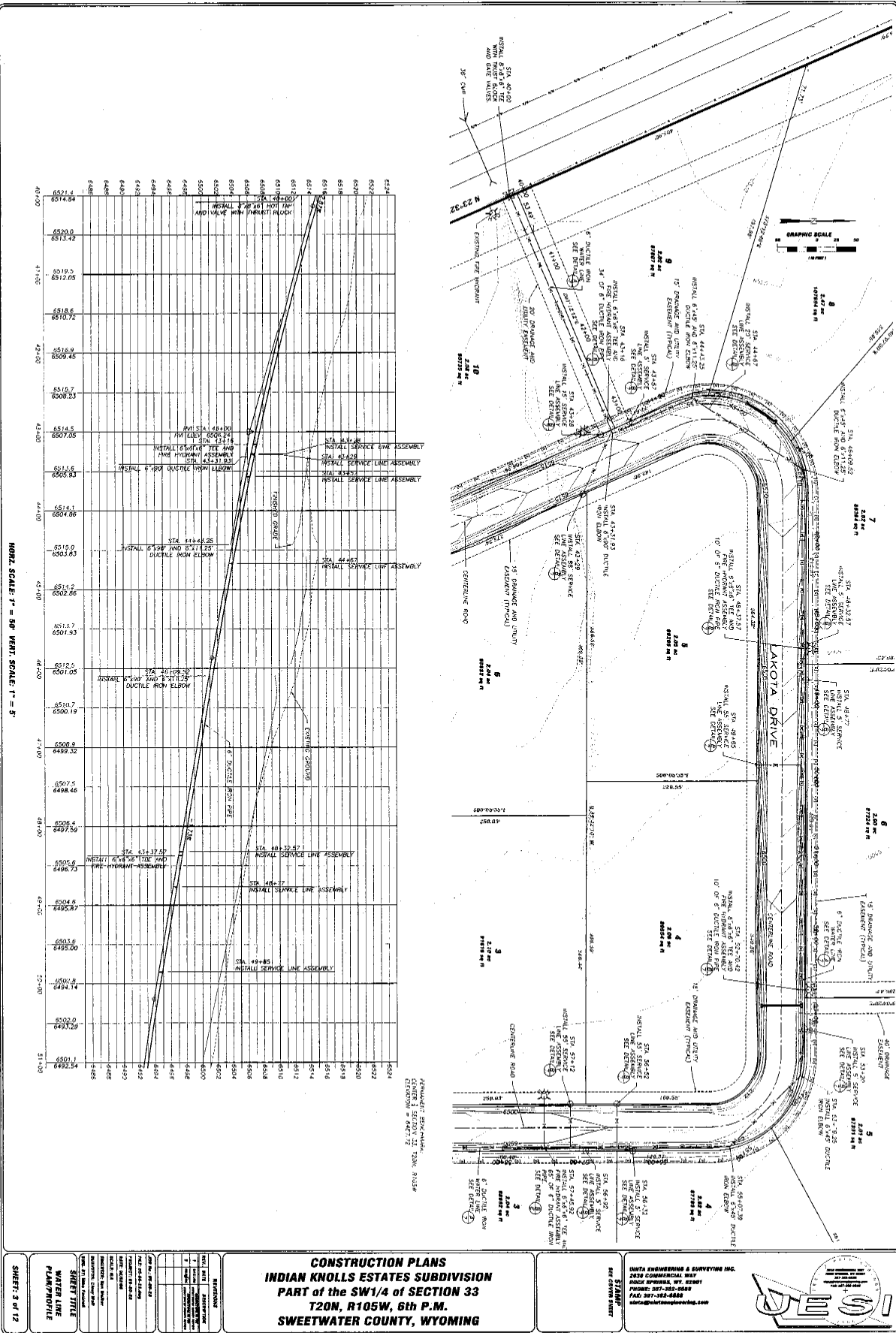
STATION	ELEVATION	REMARKS
16+00	5500.07	START OF GRADE
16+50	5501.96	
17+00	5500.91	
17+50	5499.86	
18+00	5498.56	
18+50	5497.3	
19+00	5495.40	
19+50	5497.1	
20+00	5496.54	
20+50	5496.78	
21+00	5496.53	
21+50	5495.27	
22+00	5497.2	
22+50	5499.52	
23+00	5497.1	
23+50	5499.77	
24+00	5497.3	
24+50	5500.01	
25+00	5497.9	
25+50	5500.26	
26+00	5497.9	
26+50	5500.50	
27+00	5497.5	
27+50	5500.99	
28+00	5498.2	
28+50	5501.56	
29+00	5499.6	
29+50	5502.37	
30+00	5500.6	
30+50	5501.18	
31+00	5501.8	
31+50	5503.88	
32+00	5504.0	
32+50	5504.79	
33+00	5505.0	
33+50	5505.32	
34+00	5504.9	
34+50	5505.28	
35+00	5503.9	
35+50	5504.96	
36+00	5503.0	
36+50	5504.65	
37+00	5502.4	
37+50	5504.33	
38+00	5502.5	
38+50	5504.07	
39+00	5502.8	
39+50	5503.89	
40+00	5503.9	
40+50	5503.36	
41+00	5503.1	
41+50	5503.62	
42+00	5503.8	

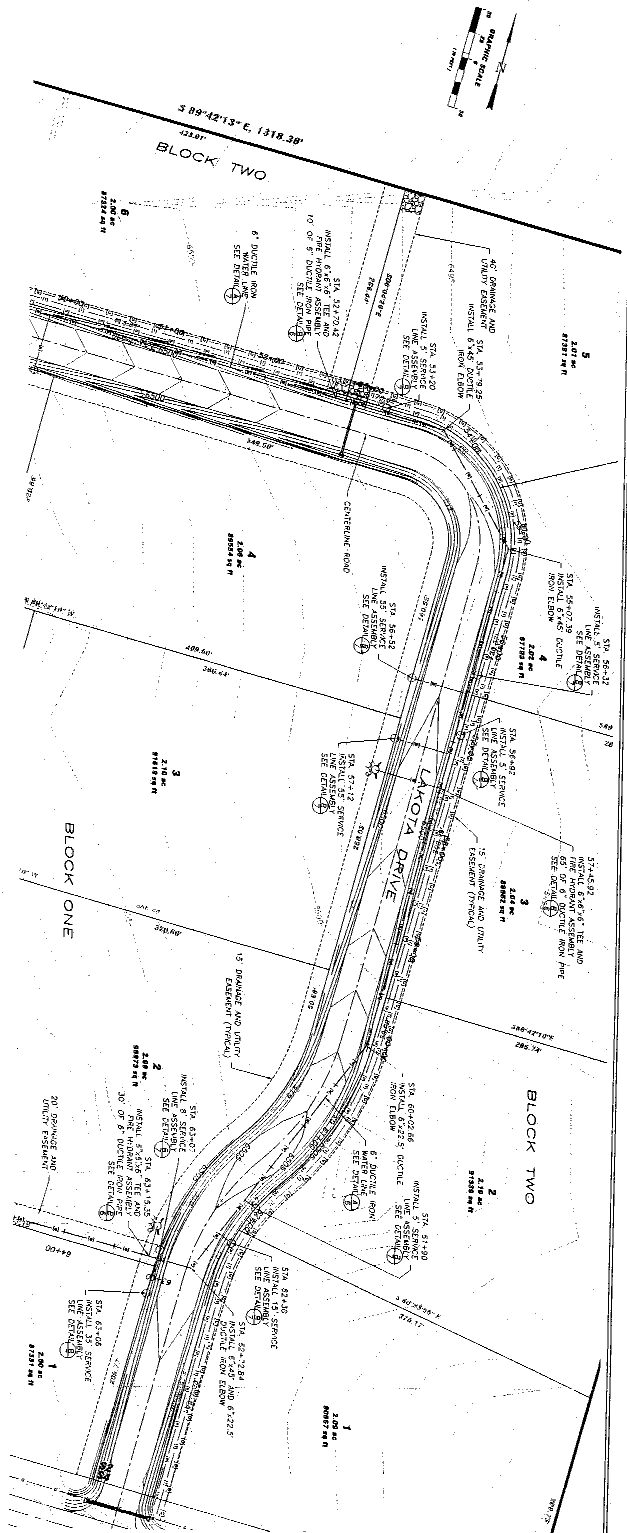
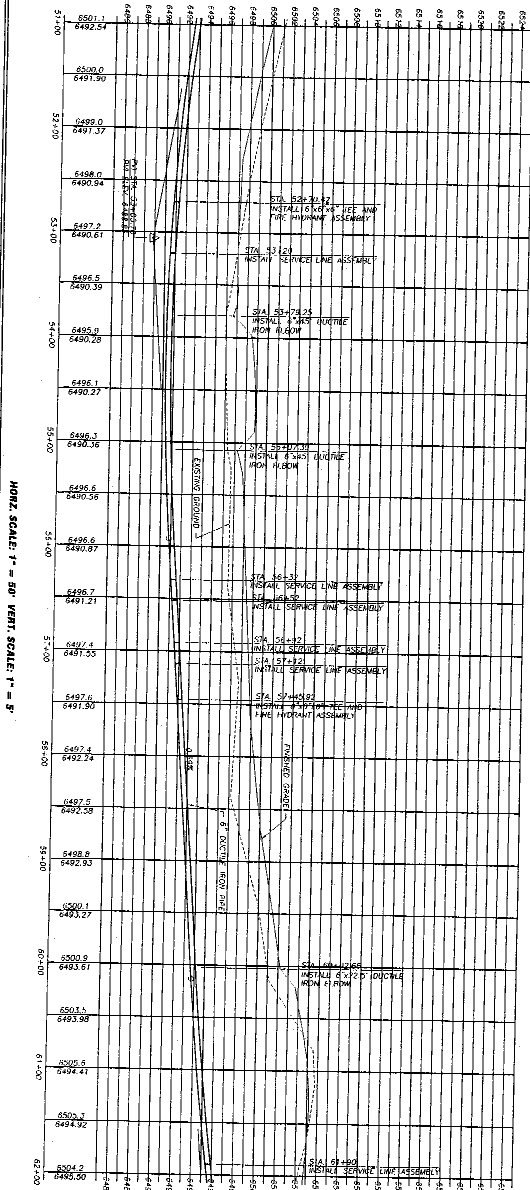


**CONSTRUCTION PLANS**  
**INDIAN KNOLLS ESTATES SUBDIVISION**  
**PART OF THE SW1/4 OF SECTION 33**  
**T20N, R105W, 6th P.M.**  
**SWEETWATER COUNTY, WYOMING**

**DATA ENGINEERING & SURVEYING INC.**  
 2828 COMMERCIAL WAY  
 ROCK SPRING, WY 82801  
 PHONE: 307-322-6000  
 FAX: 307-322-6000  
[www.dataeng.com](http://www.dataeng.com)

**VEI**  
 VERTICAL ENGINEERING INC.  
 1000 W. 10TH ST.  
 CHEYENNE, WY 82001  
 PHONE: 307-632-6000  
 FAX: 307-632-6000  
[www.vei.com](http://www.vei.com)

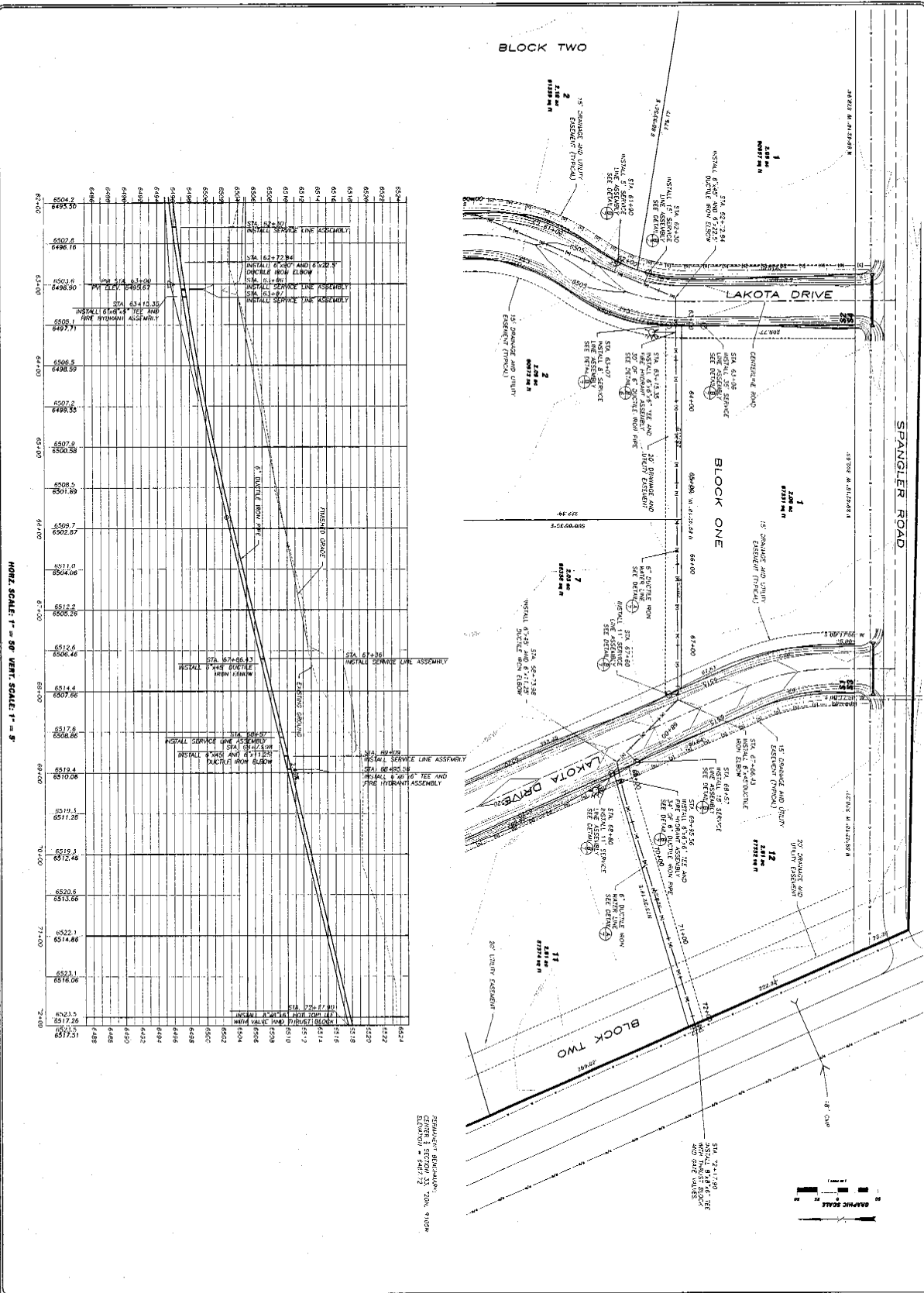


[illegible]

**CONSTRUCTION PLANS  
INDIAN KNOLLS ESTATES SUBDIVISION  
PART of the SW1/4 of SECTION 33  
T20N, R105W, 6th P.M.  
SWEETWATER COUNTY, WYOMING**

UNITA ENGINEERING & SURVEYING INC.  
2030 COMMERCIAL WAY  
ROCK SPRINGS, WY. 82801  
PHONE: 307-382-8588  
FAX: 307-382-6585  
unita@unitaengineering.com





SHEET 5 of 12

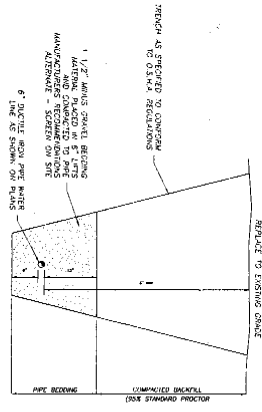
WATER LINE PLAN/NOTES

**CONSTRUCTION PLANS**  
**INDIAN KNOLES ESTATES SUBDIVISION**  
**PART of the SW1/4 of SECTION 33**  
**T20N, R105W, 6th P.M.**  
**SWEETWATER COUNTY, WYOMING**

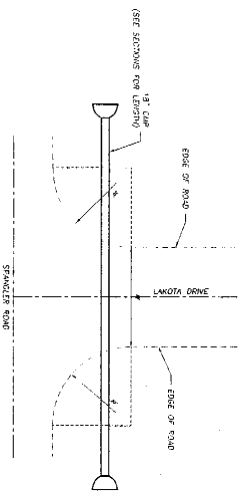
UNITA ENGINEERING & SURVEYING, INC.  
 2834 COMMERCIAL WAY  
 ROCK SPRING, WY 82801  
 PHONE: 307-382-5888  
 FAX: 307-382-6888  
[info@unitaengineering.com](mailto:info@unitaengineering.com)



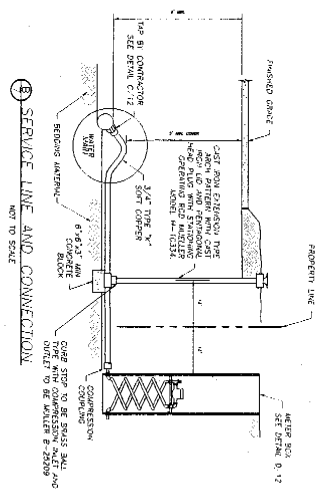




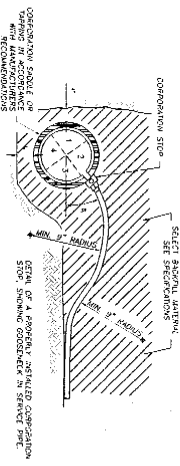
⊕ CULVERT AND TRENCH EXCAVATION  
NOT TO SCALE



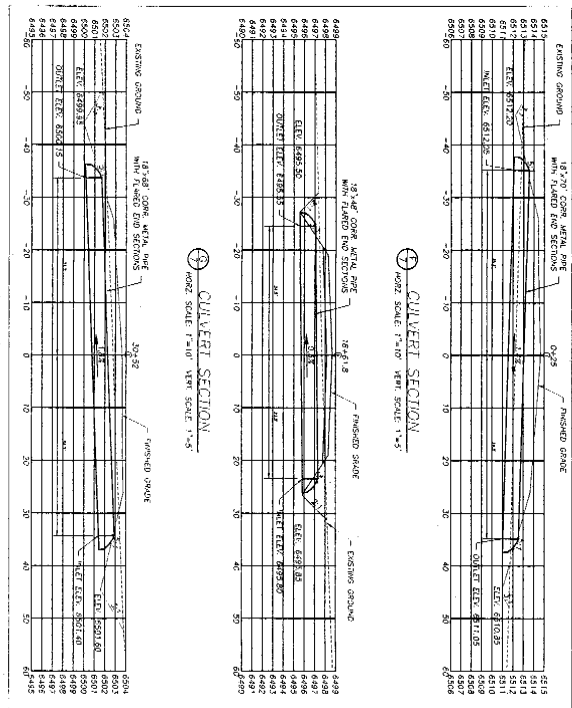
⊕ TYPICAL INTERSECTION DETAIL  
NOT TO SCALE



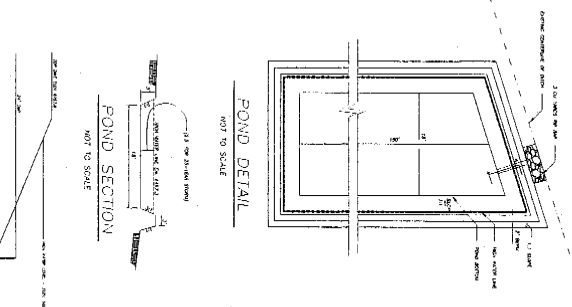
⊕ SERVICE LINE AND CONNECTION  
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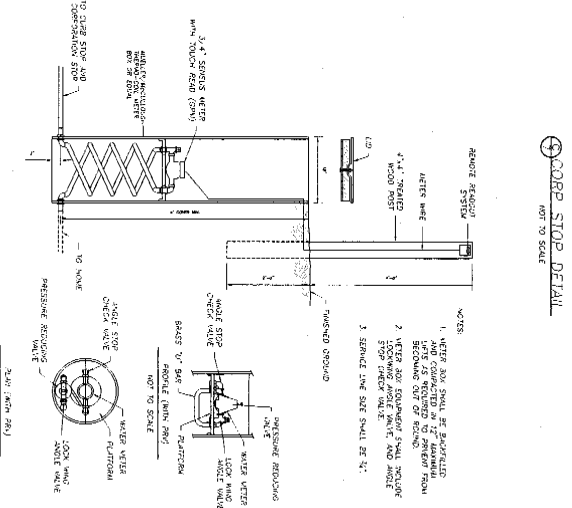
⊕ SCOWP STOP DETAIL  
NOT TO SCALE



⊕ CULVERT SECTION  
HORIZ. SCALE 1\"/>



SECTION A-A  
NOT TO SCALE



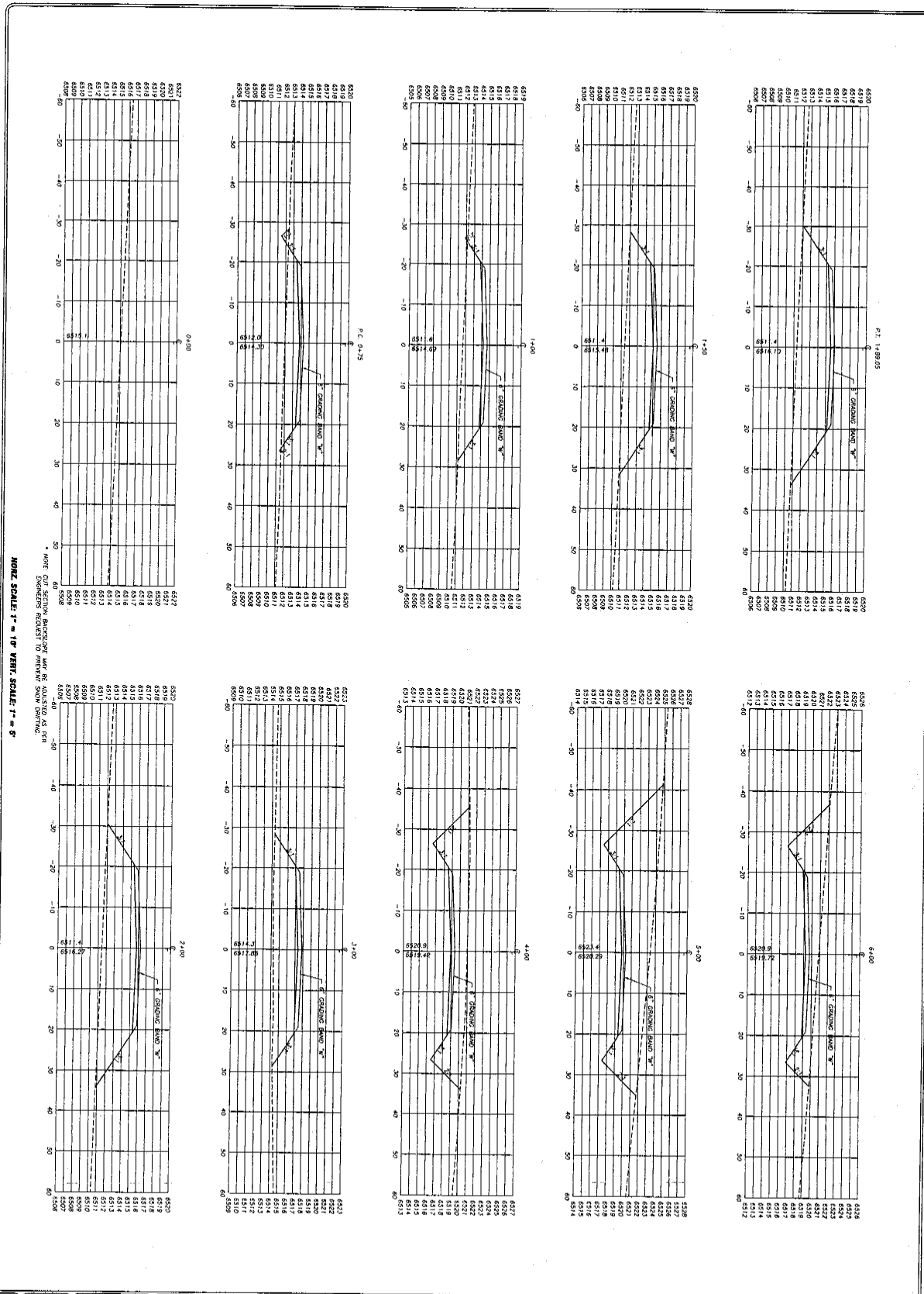
⊕ METER BOX DETAIL  
NOT TO SCALE

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR AS-BUILT

**CONSTRUCTION PLANS**  
**INDIAN KNOLLS ESTATES SUBDIVISION**  
**PART of the SW1/4 of SECTION 33**  
**T20N, R105W, 6th P.M.**  
**SWEETWATER COUNTY, WYOMING**

**DESIGN**  
DATE: 06/23/2006  
BY: [Signature]  
CHECKED: [Signature]  
DATE: 06/23/2006

**CONSTRUCTION**  
DATE: 06/23/2006  
BY: [Signature]  
CHECKED: [Signature]  
DATE: 06/23/2006

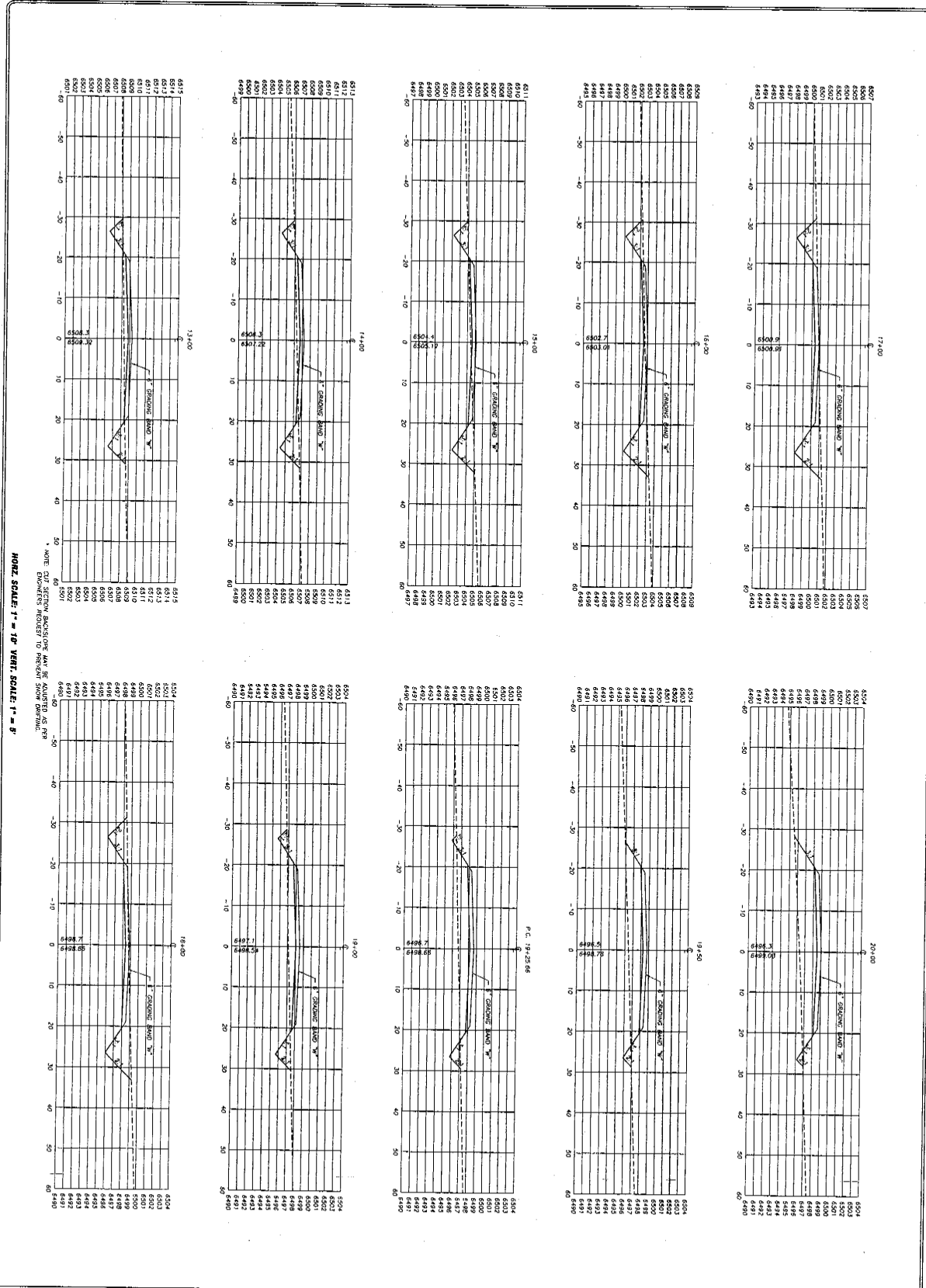


**CONSTRUCTION PLANS**  
**INDIAN KNOLES ESTATES SUBDIVISION**  
**PART of the SW1/4 of SECTION 33**  
**T20N, R105W, 6th P.M.**  
**SWEETWATER COUNTY, WYOMING**

DATE: 06/23/2006  
 TIME: 04:40 PM  
 REC#: 1475479 BK# 1862 PG# 8735  
 LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 19 of 84

DESIGN: 06/23/2006  
 TIME: 04:40 PM  
 REC#: 1475479 BK# 1862 PG# 8735  
 LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 19 of 84





HORIZ. SCALE 1" = 10' VERT. SCALE 1" = 5'

**CROSS SECTION**

**SHEET TITLE**

**SHEET 10 OF 12**

**CONSTRUCTION PLANS**

**INDIAN KNOLLS ESTATES SUBDIVISION**

**PART OF THE SW1/4 OF SECTION 33**

**T20N, R105W, 6th P.M.**

**SWEETWATER COUNTY, WYOMING**

**DATA SUBMITTED TO A SURVEYING INC.**

**3333 COMMERCIAL WAY**

**PO BOX 800000, WY 82001**

**PHONE 307-365-0000**

**FAX 307-365-0000**

**WWW.SURVEYINGINC.COM**

**SPECIFICATIONS  
FOR THE  
INDIAN KNOLLS SUBDIVISION  
FOR  
OUR VENTURES**

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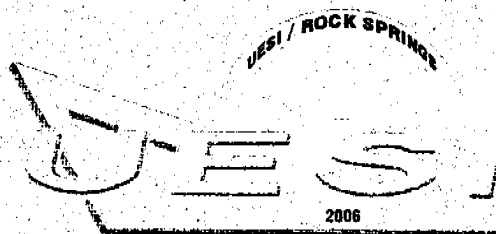
**SPECIFICATIONS FOR ROAD CONSTRUCTION AND WATER SYSTEM**

**APRIL 2006**

**RECEIVED**

**APR 25 2006**

**SWEETWATER COUNTY  
PLANNING & ZONING DEPT.**



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0740  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 24 of 84

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**UESI/ROCK SPRINGS**

2638 Commercial Way  
Rock Springs, WY 82901  
Phone: 307.382.8588

**EXHIBIT B pg \_\_\_ of \_\_\_**

**EXHIBIT B pg 17 of 65**

## INSTRUCTION TO BIDDERS

Bidders should be aware that this project is being completed in Sweetwater County and that the County requirements apply relative to the road, and drainage construction. The road construction will not be considered complete until testing has been completed and the road and drainage system are accepted by the County. Prior to starting any construction, the Contractor shall notify the Engineer at least 4 days prior to any actual work. The Engineer will then coordinate the work with the County.

This project is also within the Ten Mile Water and Sewer District, and all waterline construction (including specifications for the fittings, valves, hydrants, saddles, corp stops, service line, curb stops, meter pits, back-flow preventers, and meters must comply with the District requirements. The water system must also comply with requirements of the Joint Powers Board and the State of Wyoming DEQ. The plans and specifications as bid have been reviewed and approved by the above agencies.

All work on this project shall carry a one year warrantee from the contractor. This warrantee shall be negotiated with the Owner and will be transferable to the agency that will ultimately own the improvements (County for Roads and drainage, Joint Powers Board for Water).

RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0741  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 25 of 84

EXHIBIT B pg 18 of 65

**PROPOSAL  
FOR  
INDIAN KNOLLS IMPROVEMENTS  
2006  
SWEETWATER COUNTY, WYOMING**

TO: Robert Hamilton  
Our Ventures, LLC  
7 Stassinis Ranch Road  
Rock Springs, WY 82901

The undersigned bidder, having carefully examined the Plans and Contract Documents and having personally examined the site of the work and the local conditions affecting the cost of the work contemplated in this proposal and being fully understanding:

- a) The extent and character of the work covered by this proposal;
- b) Existing and probable construction difficulties and hazards, and;
- c) All other factors and conditions affecting or which may be affected by the specified work, hereby proposes to furnish all materials, machinery, tools, equipment and supplies and to perform all labor necessary to complete the work in accordance with the Plans, Special Provisions and Specifications for the prices set forth in the following schedule of approximate quantities:

The bidder hereby covenants and agrees as follows:

1. That the bidder is the only person or party interested in this proposal, and that this proposal is made without collusion with any person, firm or corporation. That the bidder has carefully examined the Plans and Contract Documents governing the work included in this proposal and has inspected the work site and fully understands the physical conditions under which the work must be performed.
2. That the bidder will perform all extra work that may be required subject to the provisions set for in the Plans and Contract Documents.
3. That the quantities for the several items shown in the schedule are approximate only and subject to increase or decrease, and that increased or decreased quantities will be paid for at the unit prices bid, subject to provisions of the contract documents.
4. To commence contract time within ten (10) days after the Notice to Proceed and to complete all work on or before \_\_\_\_\_.
5. That as evidence of good faith and as a guaranty that the bidder will enter into the contract and furnish the guarantee acceptable to the owner.
6. To certify that all work will be guaranteed for a period of one year from the date of acceptance by the owner, and that any deficiencies occurring within that time shall be remedied at no cost to the owner.
7. The bidder acknowledges the receipt of addenda number \_\_\_\_\_ through \_\_\_\_\_.



ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
<b>Road Construction</b>				
Mobilization	LS	1		
Excavation/Fill/Clearing/Grub	CY	5680		
Crushed Base	CY	2210		
18" CMP Pipe	FT	208		
Street Signs	EA	4		
18" CMP Flared Ends	EA	8		
<b>Sub Total</b>				
<b>Drainage Ditch Construction</b>				
Linear Grading	FT	800		
6" Rip Rap	CY	100		
<b>Sub Total</b>				
<b>Waterline Construction</b>				
Mobilization	LS	1		
6" Ductile Iron Pipe, Class 350	FT	3220		
Connect To Existing Water Main	EA	2		
8" x 8" x 6" Tee	EA	2		
8" Gate Valve	EA	4		
6" Gate Valve	EA	2		
6" x 90° Bend	EA	1		
6" x 45° Bend	EA	7		
6" x 22.5° Bend	EA	2		
6" x 11.25° Bend	EA	3		
Fire Hydrant Assembly	EA	6		
Service Connections	EA	19		
Service Line Type K Copper	FT	421		
<b>Sub Total</b>				
<b>TOTAL CONSTRUCTION COST</b>				

Proposal Of \_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_  
(Street Address or Box Number)

\_\_\_\_\_  
(City or Town)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Area Code and Telephone Number)

Company: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal if bid is by a corporation)

Attest: \_\_\_\_\_



RECORDED 6/23/2006 AT 04:48 PM REC# 1475479 BK# 1062 PG# 0743  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 27 of 84

**EXHIBIT B pg 20 of 65**

## TESTING SCHEDULE

Quality Assurance testing will be provided by the Owner. Quality Control testing will be the responsibility of the Contractor. The Owner will provide testing to assure that the project complies with the Plans and Specification per the following schedule. Should any of the tests fail, the Contractor will rework the project to assure it complies with the Plans and Specifications. The following testing will be required to be completed and the results provided to the Engineer and the interested Governing Agency that will accept the work product. Any failed tests, that require retesting will be accomplished by the Owners testing firm, and billed to the Contractor.

Water: The Water System will be tested and disinfected per the attached Specifications.

Crushed Base: The Contractor shall supply (as a submittal prior to construction) verification from an independent lab, that the Crushed Base complies with WYDOT grading W. The Owner will provide compaction testing of the Crushed Base. All densities must be a minimum of 95%. Gradation tests will also be acquired for the Crushed Base as indicated in the table below.

Sub-Grade: Compaction tests shall be performed on all fill material placed in the roadway. All densities must be a minimum of 95%. The number of tests shall be as indicated below. Should any of the tests fail, retests will be required at the failed location, plus a new test 100 feet each way from the failed test.

Trench: All trenching except Type A trenching shall be compacted to a density equal or greater than the surrounding ground. Type A shall be compacted to 96%, with the number of tests as indicated below. Should any of the tests fail, retests will be required at the failed location, plus a new test 100 feet each way from the failed test. The Contractor shall provide excavation equipment to access the test locations for testing the trench. This excavation will be subsidiary to the other bid items.

<b>Test For:</b>	<b>Tests Required</b>	<b>Test Requirements:</b>
Water Main	Hydrostatic Test, Disinfection, Bacteria	Wyoming Public Works Standard Specifications sections 02670 and 02675
Crushed Base	Gradation, wear, liquid limit, plasticity	One Test per 2000 cy
Crushed Base	Compaction (95%) Moisture (+2% to -4%)	One Test per 250 foot of road length. Retest if required.
Sub-grade	Compaction (95%)	One Test per 250 foot of road length. Retest if required by failed test.
Trench	Compaction (96%) for Type A Moisture (+2% to - 3%)	One Test per 200 foot of trench per foot of fill for type A backfill

## SPECIAL PROVISIONS

### SPECIAL PROVISIONS

SP*100A	SPECIAL PROVISION GENERAL
SP*100B	MOBILIZATION
SP*200A	UNCLASSIFIED EXCAVATION
SP*201A	CLEARING AND GRUBBING
SP*300B	CRUSHED BASE
SP*620BL	WATER MAINS (PVC)
SP*620EL	CONNECTION TO EXISTING WATER MAIN
SP*620FL	WATER SERVICE CONNECTIONS



SPECIAL PROVISIONS  
GENERAL

DISCONTINUANCE OF WORK IF CULTURAL RESOURCES UNEARTHED:

The Engineer shall notify the Contractor in writing to suspend work in a given area if cultural resources are unearthed. Contract work shall stop in the area of concern and will not be resumed until notification in writing is given to the Contractor by the Engineer.

DISCONTINUANCE OF WORK FOR ANALYSIS OF POTENTIAL HAZARDOUS MATERIALS:

The Engineer shall notify the Contractor in writing to suspend work in a given area if a potential hazardous waste is unearthed. Contract work shall stop in the area of concern and will not resume until notification in writing is given to the Contractor by the Engineer.

CONSTRUCTION WAGE AND EMPLOYEE RECORDS:

The Contractor, and each Subcontractor, shall submit to the Engineer, Weekly Certified Payrolls as specified in HUD-4010, Federal Labor Standards Provisions. The Weekly Certified Payrolls shall be submitted on form WH-347 and shall include the statement of compliance WH-347 or WH-348. The contractor, and each subcontractor, shall pay all Employees in accordance with the Wage Determination Decision included in the Contract Documents for this project. **(NOT REQUIRED FOR THIS PROJECT.)**

SURVEY LINES AND GRADES:

All lines and grades, sufficient for the Contractor to properly execute the work under this contract will be established, identified and staked by the Engineer.

The Engineer will provide the following specific staking:

1. Proposed water main alignment;
2. Street centerline.
3. Slope stakes. This staking shall be done prior to any earthwork, but after clearing and grubbing.
4. Red head crushed base.

Any stake, point, benchmark, or monument disturbed or destroyed by the Contractor, Subcontractors or employees of either will be replaced by the Engineer at the Expense of the Contractor.

**WORK ITEMS:**

The items of work indicated on the plans and in the proposal are estimated quantities of work presently contemplated. However, during the course of the project, it may become necessary to perform additional work. The owner reserves the right to call for additional work to be completed in conjunction with this project as the project progresses. Said item shall be paid for at the bid price in the proposal if said item is covered. If the work item is not covered, the price for said work may be negotiated, further, it may become evident that some work will not be necessary for completion of the project and the owner reserves the right to delete some items of the proposal and to adjust quantities as necessary to complete the project.

**UTILITIES:**

The Engineer has made every effort to indicate on the plans, the location of utility and pipeline facilities in their existing or relocated positions. Some utilities will require moving. The Engineer has contacted the Bridger Valley Electric Association and they will be relocating the power poles. Prior to construction, other utility companies should be contacted by the Contractor. If utilities require relocation, work will be coordinated by the Contractor with the utility company, the Owner, and the Engineer. It shall be the responsibility of the Contractor to confirm final grade and locations of such facilities.

At points where the Contractor's operations are adjacent to properties of railway, telegraph, aerial or buried telephone, aerial or buried power, gas, water, sewer or product facilities belonging to private persons or corporations, utilities or pipeline companies whether shown or not on the plans, it shall be the responsibility of the Contractor to contact the owners of such facilities and advise them of impending construction work to be performed in the vicinity of such facilities. Notification shall be made at least 48 hours in advance in order to allow the person, utility or pipeline company to arrange to have an inspector at the job site.

It shall be the responsibility of the Contractor to direct the attention of all laborers and equipment operators to the fact that their operations will be performed in the vicinity of such facilities and that caution should be used in prosecution of work. In the event that a conflict or damage occurs, all work in the immediate area shall be suspended and it shall be the responsibility of the Contractor to immediately notify the proper authority of such conflicts or damage, and to cooperate with such authority in repair of said facility until the dangerous situation is eliminated and/or service is restored.

There shall be no separate payment made for any work involved in location, protection or repair of any said utility. If relocation of utilities is required, the Contractor shall coordinate with the utility company, but the Owner shall pay for the relocate directly to the utility company if necessary.

**SUBSURFACE CONDITIONS:**

There shall be no extra compensation for adverse subsurface conditions discovered during construction. Upon approval of, and supervision by the Engineer, prospective bidders may dig test holes to investigate subsurface conditions.

**TRAFFIC CONTROL:**

The Contractor will be required to adhere to the requirements of the Manual of Uniform Traffic Control devices concerning barricades and traffic control. It shall be the Contractor's responsibility to provide and maintain all necessary traffic control as required by the Manual on Uniform Traffic Control Devices. All work shall be accomplished in a manner that is safe and will not create a hazard to the movement of vehicular and pedestrian traffic. No separate payment will be made for traffic control or other requirements of this special provision, but shall be included as part of the Contractor's bid.

**DISPOSAL FEES:**

All disposal fees are to be paid by the Contractor and shall be included as part of the bid.

**CODES AND STANDARDS:**

When codes or standards are specified it shall be understood that reference is made to the latest approved edition or copy of said code or standard. If requested, the Contractor or suppliers shall provide evidence that material or work complies with the specified code or standard.

**SUBMITTALS AND DRAWINGS:**

The Contractor shall submit drawings or other requested submittals, for approval, for any manufactured equipment or material. Operating and maintenance manuals shall be submitted for any equipment supplied. All submittals shall require three copies.

**CONSTRUCTION SCHEDULE:**

Prior to construction, the Contractor shall supply a construction schedule. The construction schedule must be reviewed by the Engineer. The Contractor must meet with the Engineer weekly, at a time and location designated by the Engineer, to make revisions to the schedule and discuss any other problems with the project.

**WORK GUARANTEE:**

The Contractor shall guarantee all work and material for a period of one year after the date of completion and acceptance of the project. Upon notice by the owner of failure or deficiency of any of the material or work, within the one year period, the necessary corrections will be made promptly by the Contractor. If the Contractor will not or can not make the necessary repairs, the owner may have the work completed and billed to the Contractor. The Contractor's performance and material bonds shall remain in effect throughout the guarantee period.

**WORK COORDINATION:**

The Contractor shall coordinate all work with utilities and shall pay for all damages to utilities. The Contractors shall also coordinate with and notify the owners of private property of all work on the private property that may affect the owner of the property. The Contractor shall keep all personnel, equipment, material and excavated dirt within the limits of the project. Any damages outside the project shall be repaired by the Contractor, to the satisfaction of the property owner, at no expense to the Owner.

**PROJECT CLEAN UP:**

All areas disturbed by the construction of this project, including areas disturbed by subcontractors or by utility companies shall be restored to a condition acceptable to the Engineer. This clean up shall include, but not be limited to, repair and/or replacing all damages, smoothing and grading and general clean up. No direct payment will be made for clean up, but will be considered subsidiary to other contract bid items.

**REQUIRED PERMITS**

The application to the Wyoming DEQ for a permit to construct the utility work has been submitted and no work shall commence until it is received. All work shall comply with any and all stipulations stated in this permit.



SPECIAL PROVISION  
FOR  
MOBILIZATION

**DESCRIPTION:** Payment will be made for mobilization to cover the costs of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for the work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various items on the project.

Payment for mobilization will be made with the estimate based on the percentage of the original contract amount complete in accordance with the following:

Percentage of Original Contract Amount Complete		Percentage of Lump Sum Price for Mobilization to be Paid
<u>from %</u>	<u>to %</u>	
0	5	20
5	10	50
10	20	60
20	50	80
50	80	100
100+		100

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization	LS





SPECIAL PROVISION  
FOR  
UNCLASSIFIED EXCAVATION

**DESCRIPTION:** This item shall consist of all excavation encountered in the work, except excavation included as part of other items. This item shall be constructed in accordance with Section 02200 of the Technical Specifications.

Contractor will excavate, place and compact the excavation material on the site, as directed by the Engineer. If the Engineer feels that the excavated material is unusable, the excavation will be wasted. Contractor will use excavated material for road fill and trench backfill, as directed by the Engineer.

Estimated quantities of excavation for each street shall consist of the following approximate numbers:

Cut: 5680 cy                      Fill: 4600 cy

**METHOD OF MEASUREMENT:** Unclassified Excavation will be measured by the cubic yard excavated. Cubic yard volumes described by typical sections with neat lines and grades will be measured for payment by theoretical excavation measurements, or based on the typical sections.

**BASIS OF PAYMENT:** The accepted quantities of Unclassified Excavation will be paid for by the cubic yard (CY) at the contract unit price in the proposal. Such payment will be considered full compensation for all labor, materials, compaction, equipment and other incidentals necessary to excavate, place and compact the material as indicated on the plans.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Unclassified Excavation	CY

SP\*200A  
UNCLASSIFIED EXCAVATION

SPECIAL PROVISION  
FOR  
CLEARING AND GRUBBING

GENERAL:

This Special Provision supplements, amends and wherein conflicts supersedes Section 02110 of the Technical Specifications.

DESCRIPTION:

This item shall consist of all clearing and grubbing encountered in the work and removal, storage and replacement of topsoil, except where included as part of other items, or as directed by the Engineer. This item also includes any grading needed to place subgrade on line.

METHOD OF MEASUREMENT:

Clearing and Grubbing will be measured by the lump sum (LS).

BASIS OF PAYMENT:

The accepted quantities of Clearing and Grubbing will be paid for by the lump sum at the contract lump sum price set forth in the Proposal. Such payment will be considered full compensation for all clearing, grubbing, removal of topsoil, storage of topsoil and replacement of topsoil, labor, materials, compaction, finishing, equipment and other necessary incidentals necessary to complete the item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Clearing and Grubbing	LS

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SPECIAL PROVISION  
FOR  
CRUSHED BASE

**GENERAL:**

This Special Provision supplements, amends and wherein conflicts supersedes Section 02231 of the Technical Specifications.

**DESCRIPTION:**

This work shall consist of loading, hauling, placing, compacting and finishing crushed base in accordance with the referenced section of the Technical Specifications. Finishing of the final surface shall be within 0.05 feet of the grade staked or the grade line directed by the Engineer.

**MATERIALS:**

Crushed base shall meet the requirements of Section 02190 of the Technical Specifications and shall be Grading W.

Contractor shall supply an analysis of material to be used on the project prior to placement for any crushed base. The test shall be done by an approved testing firm and shall be taken from the stockpile to be used on the project. The stockpile shall not be changed without notice to Engineer, and another test shall be submitted from the new stockpile. The tests shall indicate that the stockpile complies with Grading W and shall consist of gradation, wear, plasticity, and liquid limit for the material.

**METHOD OF MEASUREMENT:**

Crushed base will be measured by the cubic yard (CY) complete and in place in its final position. Cubic yard volumes described by typical sections with neat lines and grades will be measured for payment by theoretical measurement based on the typical sections.

**BASIS OF PAYMENT:**

The accepted quantities of crushed base will be paid for by the cubic yard at the contract unit price set forth in the Proposal. Such payment will be considered full compensation for all labor, materials, compaction, finishing, equipment and other necessary incidentals necessary to complete the item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Crushed Base	CY



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SPECIAL PROVISION  
FOR  
WATER MAINS (DI)

DESCRIPTION:

This work shall consist of furnishing and placing water mains in accordance with this Special Provision and in accordance with Section 02665, 02670 and 02675 of the Technical Specifications. Water mains shall be placed at the locations shown on the plans or as directed by the Engineer.

Trench excavation for installation of water mains shall be in accordance with Section 02220 of the Technical Specifications. Trench backfill for the installation of the water mains shall be in accordance with Section 02225 of the Technical Specifications.

MATERIALS:

Pipes used for water mains and for lateral runs to water main appurtenances shall be AWWA C-151, Ductile Iron (DI) Pipe in accordance with Section 02665 of the Technical Specifications and shall be Pressure Class 350.

Water Main Valves shall be gate valves as specified in Section 02665 of the Technical Specifications.

Valve boxes shall be as specified in Section 02665 of the Technical Specifications.

Bedding material shall be a fine, compatible, granular material from a source approved by the Engineer and shall meet the following gradation requirements:

Sieve Designation	% Passing by Weight
1½"	100
1"	80-100
#4	0-20
#200	0-12

This bedding material supercedes Section 02225, 2.01.A.1 and Section 02225, 2.01.A.2.

Concrete for thrust blocks shall be minimum 5½ bag portland cement per cubic yard of concrete of a mix design approved by the Engineer. Thrust blocks, anchor rods and stainless steel strapping shall be of the size and type shown on the drawings.

Pipe tracing shall be in accordance with Joint Powers Board and District requirements..



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## METHOD OF MEASUREMENT:

Water Mains will be measured by the lineal foot (LF) along the centerline of pipe complete and in place and will include tracer wire if required. No deduction in length will be made for fittings and valves installed with the water main.

Water Main Valves will be measured as a complete unit per each (EA), consisting of all excavation, backfill and compaction, bedding material, thrust blocks, anchor rods, stainless steel strapping, valve boxes, and other necessary incidentals necessary to complete the item.

## BASIS OF PAYMENT:

The accepted quantities of Water Mains will be paid for by the lineal foot (LF) at the contract unit price in the proposal. Such payment will be considered full compensation for all labor, materials, equipment, excavation, backfill and compaction, bedding material, tracer wire, and other incidentals necessary to complete the item.

The accepted quantities of Water Main Valves will be paid for by each (EA) at the contract unit price in the proposal. Such payment will be considered full compensation for all labor, materials, equipment, excavation, backfill and compaction, bedding material, thrust blocks, anchor rods, stainless steel strapping, stainless steel bolts and nuts, valve boxes, and other incidentals necessary to complete the item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
DI Water Main "XX"	LF
Gate Valve "XX"	EA
Fittings (will be paid each) ie. Tees, bends, etc.	EA

"XX" denotes the size as shown on the plans and specified in the proposal

Bedding material will not be paid for separately but will be considered subsidiary to the item Water Main "XX" and Gate Valve "XX". Tracer wire will not be paid for separately but will be considered subsidiary to the item Water Main "XX". Thrust blocks will not be paid separately but will be considered subsidiary to the item Water Main "XX".



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SPECIAL PROVISION  
FOR  
CONNECTION TO EXISTING WATER MAIN

**DESCRIPTION:**

This work shall consist of furnishing and installing all labor materials and equipment necessary to make the connection between the existing water mains and new water mains at the locations shown on the plans or as directed by the Engineer.

This work shall also consist of shutting off the existing water main as directed or assisted by the District and Joint Powers Board and placing the system back into service. Making the connection and placing the existing water main back into service shall be accomplished in one 8-hour day or less. If the existing water main is out of service for more than one 8-hour day then the Contractor shall be responsible for providing a temporary potable water connection while the existing water main is out of service. The contractor shall also be responsible for informing the District of the proposed outage, 2 days prior to making the connection. The Contractor shall provide a written plan, to be approved by the Engineer, prior to discontinuing service to any service connection.

Trench excavation for connection to existing water mains and repair water main shall be in accordance with Section 02220 of the Technical Specifications. Trench backfill for connection to existing water mains and repair water main shall be in accordance with Section 02225 of the Technical Specifications.

**MATERIALS:**

The contractor shall supply and install all necessary materials to connect to the existing water mains. The pressure rating of the materials supplied shall be equivalent to the pressure rating of the new water main being installed.

All fittings shall comply with Section 02665 of the Technical Specifications.

**METHOD OF MEASUREMENT:**

Connection To Existing Water Main will be measured as a complete unit per each (EA), consisting of all excavation, backfill and compaction, bedding material, all necessary fittings, steel bolts and nuts, surface restoration, and other necessary incidentals required to complete the item.

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SP\*620EL  
CONNECTION TO EXISTING WATER MAIN

## BASIS OF PAYMENT:

The accepted quantities of Connection to Existing Water Main will be paid for by each (EA) at the contract unit price in the proposal. Such payment will be considered full compensation for all labor, materials, equipment, excavation, backfill and compaction, bedding material, all necessary fittings, steel bolts and nuts, surface restoration including asphalt and concrete replacement in kind, and other incidentals necessary to complete the item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Connect To Existing "XX" Water Main	EA

"XX" denotes the size as shown on the plans and specified in the proposal.

Thrust blocking, if required, will be provided by the Contractor but will not be paid for separately but will be considered subsidiary to the items Connect To Existing "XX" Water Main and Repair Water Main. Valves will be paid at the bid price per section SP-620BL. All fittings, including the Tee will be considered as part of this item.



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SP\*620EL  
CONNECTION TO EXISTING WATER MAIN

SPECIAL PROVISION  
FOR  
WATER SERVICE CONNECTIONS

DESCRIPTION:

This work shall consist of furnishing and installing all labor materials and equipment necessary to make the tap on the water main, to provide and install the water service line, to provide and install the curb stop and box, install the dual check valve per DEQ Chapter 12 regulations, and to connect the new water service line to the existing service line at the property line or at the location directed by the Engineer.

This work shall also consist of shutting off the existing water main as directed or assisted by the Owner and placing the system back into service. If the customer water supply is out of service for more than one 8-hour period then the Contractor shall be responsible for providing temporary potable water service connections during the water service interruption. The contractor shall also be responsible for informing the customers affected by this work at least 2 days in advance of the shut off.

Trench excavation shall be in accordance with Section 02220 of the Technical Specifications. Trench backfill shall be in accordance with Section 02225 of the Technical Specifications.

This work shall also consist of verifying and providing for electrical continuity across each connection installed. If electrical continuity cannot be achieved through the connection the contractor shall install grounding clamps and #4 AWG solid copper wire as a jumper wire across the connection. Electrical continuity shall be verified by the contractor in the presence of the Engineer prior to backfilling. This work will not be measured separately for payment but will be considered subsidiary other contract items.

Prior to placing the Water Service Connection into service it shall be disinfected and flushed, charged with water under working pressures and visually inspected for leaks. Any leaks found shall be repaired to a leak free condition prior to backfilling.

MATERIALS:

All material used for the service line shall comply with the Water Districts requirements. The Contractor shall supply and install only Make and Model of material as approved by the District. Materials to be supplied shall include the service saddle, corporation stop, water service line, curb

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stop, curb box, meter pit, meter, check valve and bedding material. If the District has no preference, the following shall apply.

Service saddles shall be Muller BR 2 B series with brass body and flattened bronze straps, or equal approved by the Engineer. Service saddles shall be of double strap design.

Corporation stop shall be Mueller H-15028, Mueller H-15023, or equal approved by the Engineer.

Water service line shall be Type K copper pipe conforming to the requirements of ASTM 88-62. Connections made to existing copper water service lines may be made with a compression type connector Mueller H-15403, or equal approved by the Engineer.

**No connections will be allowed in new water service lines from the Corporation Stop to the Curb Stop unless otherwise shown on the plans.**

Curb stop shall be Mueller H-15209, Ford Z 44-444SWG, Ford Z 44-333SWG, or equal approved by the Engineer.

Curb boxes shall be of cast iron construction, 2 1/2 inch I.D., arch pattern, screw extension type as approved by the Engineer. Curb box covers shall be secured to the top section with a penthead bolt.

Dual check valves shall be Watts Series 7 Dual Check Valves, Cash Acme Div. of Reliance WW Antisiphon backflo, or approved equal.

Bedding material shall be sand from a source approved by the Engineer conforming to the following gradations.

Sieve Designation	Percentage Passing
3/8 "	100
#4	95 - 100
#16	45 - 80
#50	10 - 30
#100	2 - 10
#200	0 - 4

#### METHOD OF MEASUREMENT:

The service connection shall include the Corporation Stops, saddle, curb stop, curb box, meter pit, meter, check valve and all incidentals required to install the service connection. The connections will be measured by each (EA) of the size specified in the proposal.

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Water Service Line will be measured by the lineal foot (LF) along the pipe, for the size specified in the proposal and will include all excavation, bedding material, backfill and compaction necessary to complete the item. Water Service Line will also include all connections necessary to provide water service to the customer.

#### BASIS OF PAYMENT:

The accepted quantities of Water Service Connections will be paid for at the contract unit price in the proposal for the item being installed. Such payment will be considered full compensation for all labor, materials, equipment, excavation, backfill and compaction, bedding material, all necessary fittings and other incidentals necessary to complete the item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
"XX" Service Connection	EA
"XX" Service Line	LF

"XX" denotes the size as shown on the plans and specified in the proposal.



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SP\*620FL

WATER SERVICE CONNECTIONS

# TECHNICAL SPECIFICATIONS

## TECHNICAL SPECIFICATIONS

01010	SCOPE OF WORK
01041	PROJECT COORDINATION
01090	REFERENCES
01340	SUBMITTALS
01505	TEMPORARY FACILITIES
02110	CLEARING AND GRUBBING
02150	SHORING AND UNDERPINNING
02190	AGGREGATES
02210	EXCAVATION AND EMBANKMENT
02220	TRENCH EXCAVATION
02225	TRENCH BACKFILL
02226	BACKFILLING FOR APPURTENANCES
02231	AGGREGATE SUB-BASE AND BASE COURSES
02273	RIPRAP
02645	FIRE HYDRANTS
02665	WATER DISTRIBUTION AND TRANSMISSION SYSTEMS
02670	HYDROSTATIC TESTING
02675	DISINFECTION
02725	STORM DRAINS AND CULVERTS

These Technical Specifications are from the 2000 Edition of the Wyoming Public Works Standard Specifications.



**WYOMING WATER QUALITY RULES AND REGULATIONS  
CHAPTER 3**

**PERMIT TO CONSTRUCT, INSTALL OR MODIFY  
PUBLIC WATER SUPPLIES, WASTEWATER FACILITIES,  
DISPOSAL SYSTEMS, BIOSOLIDS MANAGEMENT FACILITIES,  
TREATED WASTEWATER REUSE SYSTEMS AND OTHER  
FACILITIES CAPABLE OF CAUSING OR CONTRIBUTING TO  
POLLUTION**

**FOR USE BY DEQ/WQD ONLY**

APPLICATION NO. \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

PROGRAM ASSIGNED \_\_\_\_\_

Application must contain three copies each of the following: application form, plans, specifications, and pertinent design information. Submit to appropriate field office.

DEQ/Water Quality Division, 122 West 25th Street, Herschler Building, 4W, Cheyenne, WY 82002  
(307) 777-7781

DEQ/Water Quality Division, 250 Lincoln Street, Lander, WY 82520 (307) 332-3144

DEQ/Water Quality Division, 1866 S. Sheridan Ave, Sheridan, WY 82801 (307) 673-9337

DEQ/Water Quality Division, 3030 Energy Lane, Suite 200, Casper, WY 82604 (307) 473-3465

**Name of facility:** Indian Knolls Estates Subdivision

**Location of facility:**

County: Sweetwater

Township: 20 North

Section: 33

or if available

Latitude ° ' " Longitude ° ' "

Range: 105 West

¼ Section: SW

**Type of application:**

As built permit

General Permit

Standard specification permit

\*Previous DEQ/WQD construction permit no(s). if applicable  
(revision or renewal)

☒ New permit

Revised permit\*

Renewal of permit\*

**Individual Permits Type of Project (Mark all that apply)**

<b>Water and Wastewater Program</b>	
<input checked="" type="checkbox"/> Public water supply If applicable, PWS # NPDES	including 15 or more service connections or regularly serves 25 or more people; ground or surface water source, transmission line, treatment plant, chlorination or pumping system, storage facility, backflow prevention device, or laboratory
Wastewater facility If applicable, NPDES #	including domestic sewage pond, disinfection, collection or pumping system, evaporative/containment pond, sedimentation pond, mechanical treatment plant, oil/water separator (external to a structure), sludge facility or laboratory
Small wastewater facility	Septic tanks, single unit, domestic sewage, less than 2,000 gallons
Land application system	including road application, land farming or one-time land application

**Groundwater Pollution Control (GPC) Program**

Subsurface investigation facilities

Groundwater and contamination containment systems

Groundwater remediation/treatment systems

**General Permit in accordance with Chapter 3 Section 7**

Small wastewater facilities

Sewage collection systems

Water distribution systems

Pilot plants

Briefly describe facilities proposed to be constructed:

Construction of an Extension of the 10 Mile Water and Sewer District Water Main consisting of installation of approximately 3500 feet of new 6" Ductile Iron class 350 (loop) within a new subdivision in Sweetwater County.

Have all required State Engineer permits been obtained? ☒ Yes No N/A

If yes, provide permit number(s) Joint Powers Water Board Permit

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If not, the State Engineer (phone number 777-7354) should be contacted to determine if any permits are required for this project; it is illegal to appropriate water without a permit.

**Owner/Permittee**

Name: Our Ventures, LLC

Address: 7 Stassinis Ranch Road

Rock Springs, WY 82901

(City, State, Zip)

Phone: 307-382-7139

**Engineer/Geologist**

Name: Ken Walker

Wyoming P.E. or P.G.#: PE 3034

Firm: UESI / Rock Springs

Address: 2638 Commercial Way

Rock Springs, WY 82901

(City, State, Zip)

Phone: 307-382-6588

This form must be signed by the owner, or in the case of the owner being a corporation or other business organization, by an individual with the legal authority to bind the corporation or business organization.

*I certify that the application for the permit for the above described facility has been submitted in accordance with local, county and state statutes, as required, and that said facility shall be constructed as authorized under the provisions of any permit issued pursuant to W.S. 35-11-301 (a) (iii) and (v) including conditions of any applicable general permit issued pursuant to Section 7, Chapter 3, Wyoming Water Quality Rules and Regulations..*

Robert A Hamilton

Owner (please print/or type)

[Signature]

Owner's Signature

9/2000

owner

Title

3/9/06

Date



UESI / Rock Springs  
2638 Commercial Way  
Rock Springs, Wyoming 82901  
(307) 382 - 6588

Principals  
Cloey Wall, PLS  
Kenneth Walker, PE

DESIGN REPORT  
FOR  
INDIAN KNOLLS ESTATES SUBDIVISION

Indian Knolls Estates Subdivision is located in the SW1/4 of Section 33, T20N, R105W, 6<sup>th</sup> P.M., Sweetwater County, Wyoming. It is a 19 lot subdivision with the lot size between 2.00 and 2.77 acres.

The subdivision was modeled with a 2 gpm per lot peak usage. The report for the working pressure is attached with the lowest pressure in the subdivision at 142 psi at junction 11 as seen on the attached layout. With fire flow added at 1000 gpm, the pressures drop with the lowest pressure being 116 psi at junction 7. Thus, the minimum pressure does not drop below 20 psi. Ten Mile Water and Sewer District provided the static and fire flow elevations for the reservoirs.

The hazard classification for Indian Knolls Estates Subdivision is low-hazard. The backflow hazard will be back-pressure due to a water line break. A angle-check valve backflow preventer will be installed on all service lines as shown on detail D12 in the plans to prevent backflow.

All the pipes in the subdivision will be 6" Ductile Iron class 350. The system will consist of an internal loop in the subdivision tying on to the existing 8" water main adjacent to Yellowstone Road for both ends of the loop. Each service will come off of the main line to feed the subdivision and create a loop system. Each service will have an angle-check valve and a pressure reducer due to the high working pressure. The high points in this system are at the connections to the existing waterline at Yellowstone Road. Hence, there will be no need for additional air relief as the existing system is adequate. There are no sewer lines within the subdivision and each lot will have a septic system installed. Letters from Ten Mile Water and Sewer District and the Joint Powers Board stating their approval have been sent separately.

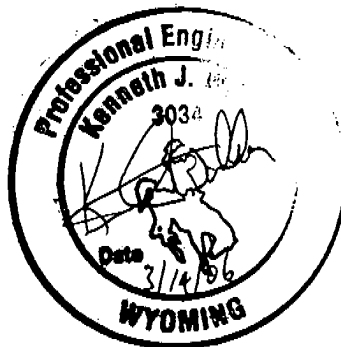
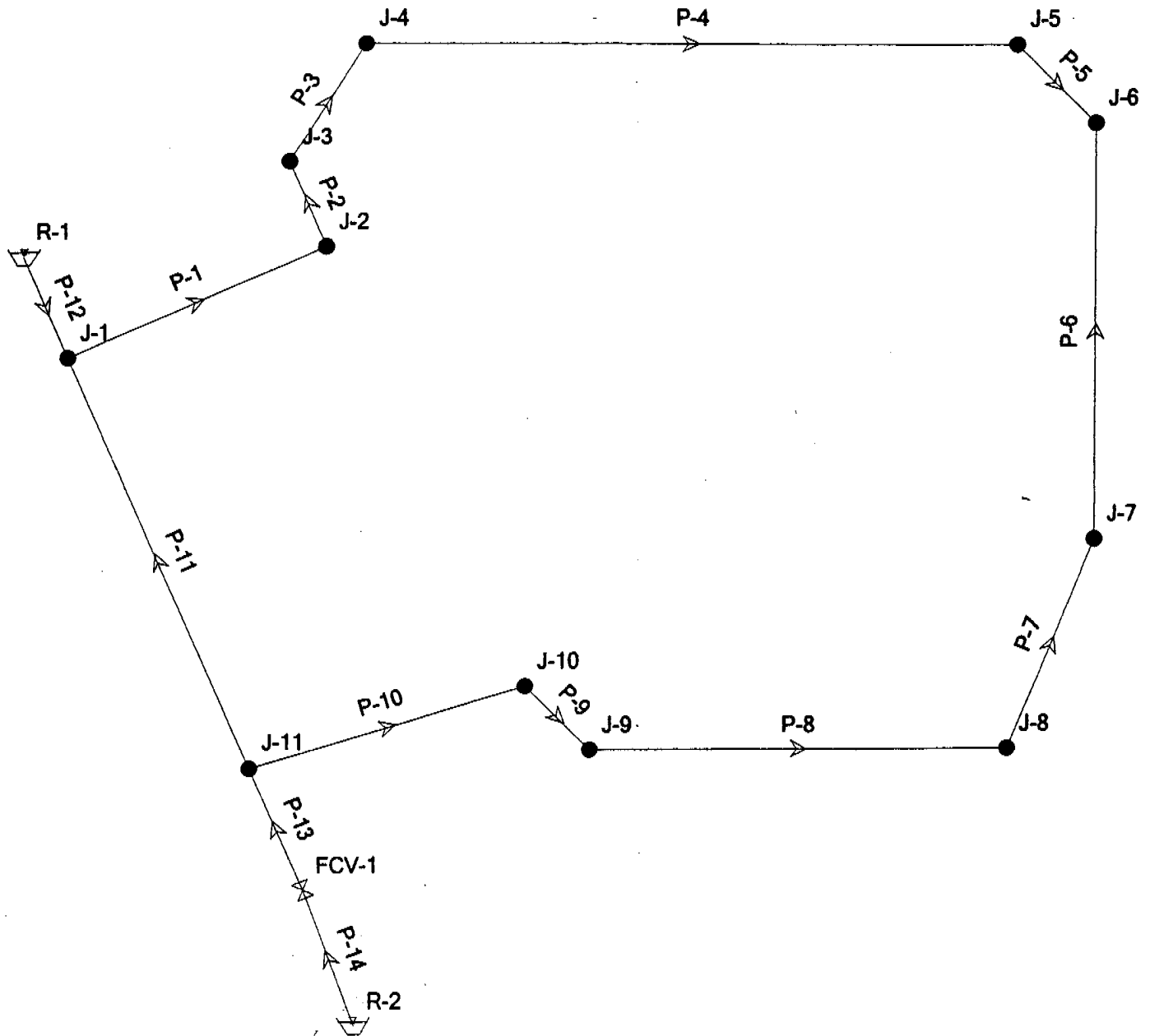


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# Scenario: Base



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Title: Indian Knolls Estates Subdivision

c:\program files\bentley\wttr\indianknolls.wcd

03/13/06 09:15:36 Bentley Systems, Inc. Haestad Methods Solution Center

Project Engineer: Rob Young / Ken Walker

WaterCAD v7.0 [07.00.081.00]

Watertown, CT 06795 USA +1-203-755-1886

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**Scenario: Base  
Steady State Analysis  
Junction Report**

Label	Elevation (ft)	Zone	Type	Base Flow (gpm)	Pattern	Demand (gpm)	Calculated Hydraulic Grade (ft)	Pressure (psi)
J-1	3,515.00	Zone	Demand	0.00	Fixed	0.00	6,846.13	143.26
J-2	3,506.00	Zone	Demand	6.00	Fixed	6.00	6,846.15	147.17
J-3	3,504.00	Zone	Demand	2.00	Fixed	2.00	6,846.16	148.04
J-4	3,501.00	Zone	Demand	4.00	Fixed	4.00	6,846.18	149.34
J-5	3,490.00	Zone	Demand	6.00	Fixed	6.00	6,846.29	154.15
J-6	3,490.00	Zone	Demand	6.00	Fixed	6.00	6,846.32	154.16
J-7	3,494.00	Zone	Demand	0.00	Fixed	0.00	6,846.44	152.48
J-8	3,497.00	Zone	Demand	8.00	Fixed	8.00	6,846.51	151.21
J-9	3,507.00	Zone	Demand	2.00	Fixed	2.00	6,846.67	146.96
J-10	3,510.00	Zone	Demand	4.00	Fixed	4.00	6,846.71	145.68
J-11	3,518.00	Zone	Demand	0.00	Fixed	0.00	6,846.85	142.28



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**EXHIBIT B pg 43 of 65**



# Steady State Analysis Pipe Report

Label	Length (ft)	Diameter (in)	Material	Hazen- Williams C	Check Valve?	Minor Loss Coefficient	Control Status	Discharge (gpm)	Upstream Structure Hydraulic Grade (ft)	Downstream Structure Hydraulic Grade (ft)	Pressure Pipe Headloss (ft)	Headloss Gradient (ft/1000ft)
P-1	332.00	6.0	Ductile Iro	130.0	false	0.00	Open	-22.16	6,846.13	6,846.15	0.02	0.06
P-2	111.00	6.0	Ductile Iro	130.0	false	0.00	Open	-28.16	6,846.15	6,846.16	0.01	0.10
P-3	165.00	6.0	Ductile Iro	130.0	false	0.00	Open	-30.16	6,846.16	6,846.18	0.02	0.11
P-4	767.00	6.0	Ductile Iro	130.0	false	0.00	Open	-34.16	6,846.18	6,846.29	0.11	0.14
P-5	132.00	6.0	Ductile Iro	130.0	false	0.00	Open	-40.16	6,846.29	6,846.32	0.03	0.19
P-6	494.00	6.0	Ductile Iro	130.0	false	0.00	Open	-46.16	6,846.32	6,846.44	0.12	0.25
P-7	267.00	6.0	Ductile Iro	130.0	false	0.00	Open	-46.16	6,846.44	6,846.51	0.07	0.25
P-8	491.00	6.0	Ductile Iro	130.0	false	0.00	Open	-54.16	6,846.51	6,846.67	0.16	0.34
P-9	107.00	6.0	Ductile Iro	130.0	false	0.00	Open	-56.16	6,846.67	6,846.71	0.04	0.36
P-10	338.00	6.0	Ductile Iro	130.0	false	0.00	Open	-60.16	6,846.71	6,846.85	0.14	0.41
P-11	534.00	8.0	Ductile Iro	130.0	false	0.00	Open	244.05	6,846.85	6,846.13	0.72	1.34
P-12	500.00	8.0	Ductile Iro	130.0	false	0.00	Open	266.21	6,846.13	6,817.00	29.13	1.57
P-13	000.00	8.0	Ductile Iro	130.0	false	0.00	Open	-304.21	6,846.85	6,856.93	10.08	2.02
P-14	264.00	12.0	Ductile Iro	130.0	false	0.00	Open	-304.21	6,856.93	6,857.00	0.07	0.28

**EXHIBIT B** pg 44 of 65



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0767  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 51 of 94

Title: Indian Knolls Estates Subdivision

c:\program files\bentley\wtcr\indianknolls.wcd

03/13/06 09:02:39 Bentley Systems, Inc. Haestad Methods Solution Center

Project Engineer: Rob Young / Ken Walker

WaterCAD v7.0 [07.00.061.00]

Watertown, CT 06795 USA +1-203-755-1866

Page 1 of 1

**Scenario: Base  
Steady State Analysis  
Junction Report**

Label	Elevation (ft)	Zone	Type	Base Flow (gpm)	Pattern	Demand (gpm)	Calculated Hydraulic Grade (ft)	Pressure (psi)
J-1	5,515.00	Zone	Demand	0.00	Fixed	0.00	6,794.58	120.96
J-2	5,506.00	Zone	Demand	6.00	Fixed	6.00	6,788.96	122.42
J-3	5,504.00	Zone	Demand	2.00	Fixed	2.00	6,787.13	122.50
J-4	5,501.00	Zone	Demand	4.00	Fixed	4.00	6,784.43	122.63
J-5	5,490.00	Zone	Demand	6.00	Fixed	6.00	6,772.08	122.04
J-6	5,490.00	Zone	Demand	6.00	Fixed	6.00	6,770.01	121.15
J-7	5,494.00	Zone	Demand	1,000.00	Fixed	1,000.00	6,762.45	116.15
J-8	5,497.00	Zone	Demand	8.00	Fixed	8.00	6,769.53	117.91
J-9	5,507.00	Zone	Demand	2.00	Fixed	2.00	6,782.88	119.36
J-10	5,510.00	Zone	Demand	4.00	Fixed	4.00	6,785.80	119.33
J-11	5,518.00	Zone	Demand	0.00	Fixed	0.00	6,795.17	119.92

**EXHIBIT B pg 45 of 65**



RECORDED 6/23/2006 AT 04:48 PM REC# 1475479 BK# 1062 PG# 0768  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 52 of 84

**Scenario: Base**  
**Steady State Analysis**  
**Pipe Report**

Label	Length (ft)	Diameter (in)	Material	Hazen- Williams C	Check Valve?	Minor Loss Coefficient	Control Status	Discharge (gpm)	Upstream Structure Hydraulic Grade (ft)	Downstream Structure Hydraulic Grade (ft)	Pressure Pipe Headloss (ft)	Headloss Gradient (ft/1000ft)
P-1	332.00	8.0	Ductile Iro	130.0	false	0.00	Open	450.34	6,794.58	6,788.96	5.62	16.93
P-2	111.00	8.0	Ductile Iro	130.0	false	0.00	Open	444.34	6,788.96	6,787.13	1.83	16.51
P-3	165.00	8.0	Ductile Iro	130.0	false	0.00	Open	442.34	6,787.13	6,784.43	2.70	16.37
P-4	767.00	8.0	Ductile Iro	130.0	false	0.00	Open	438.34	6,784.43	6,772.08	12.35	16.10
P-5	132.00	8.0	Ductile Iro	130.0	false	0.00	Open	432.34	6,772.08	6,770.01	2.07	15.70
P-6	494.00	8.0	Ductile Iro	130.0	false	0.00	Open	426.34	6,770.01	6,762.45	7.56	15.29
P-7	267.00	8.0	Ductile Iro	130.0	false	0.00	Open	-573.66	6,762.45	6,769.53	7.08	26.50
P-8	491.00	8.0	Ductile Iro	130.0	false	0.00	Open	-581.66	6,769.53	6,782.88	13.35	27.19
P-9	107.00	8.0	Ductile Iro	130.0	false	0.00	Open	-583.66	6,782.88	6,785.80	2.93	27.36
P-10	338.00	8.0	Ductile Iro	130.0	false	0.00	Open	-587.65	6,785.80	6,795.17	9.37	27.71
P-11	534.00	8.0	Ductile Iro	130.0	false	0.00	Open	219.24	6,795.17	6,794.58	0.59	1.10
P-12	500.00	8.0	Ductile Iro	130.0	false	0.00	Open	-231.11	6,794.58	6,817.00	22.42	1.21
P-13	000.00	8.0	Ductile Iro	130.0	false	0.00	Open	-806.89	6,795.17	6,856.55	61.38	12.28
P-14	264.00	12.0	Ductile Iro	130.0	false	0.00	Open	-806.89	6,856.55	6,857.00	0.45	1.70



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0769  
 LORETTA BAILIFF, CLERK of SHEETWATER COUNTY, WY Page 53 of 84

**EXHIBIT B pg 46 of 65**

Scenario: Base  
Steady State Analysis  
Junction Report

Label	Elevation (ft)	Zone	Type	Base Flow (gpm)	Pattern	Demand (gpm)	Calculated Hydraulic Grade (ft)	Pressure (psi)
J-1	5,515.00	Zone	Demand	0.00	Fixed	0.00	6,794.33	120.85
J-2	5,506.00	Zone	Demand	6.00	Fixed	6.00	6,786.69	121.44
J-3	5,504.00	Zone	Demand	2.00	Fixed	2.00	6,784.19	121.22
J-4	5,501.00	Zone	Demand	4.00	Fixed	4.00	6,780.50	120.92
J-5	5,490.00	Zone	Demand	6.00	Fixed	6.00	6,763.58	118.37
J-6	5,490.00	Zone	Demand	1,006.00	Fixed	1,006.00	6,760.73	117.13
J-7	5,494.00	Zone	Demand	0.00	Fixed	0.00	6,770.60	119.67
J-8	5,497.00	Zone	Demand	8.00	Fixed	8.00	6,775.93	120.68
J-9	5,507.00	Zone	Demand	2.00	Fixed	2.00	6,786.04	120.73
J-10	5,510.00	Zone	Demand	4.00	Fixed	4.00	6,788.26	120.39
J-11	5,518.00	Zone	Demand	0.00	Fixed	0.00	6,795.37	120.00



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1862 PG# 0770  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 54 of 84

**EXHIBIT B** pg 47 of 65

Title: Indian Knolls Estates Subdivision  
c:\program files\bentley\wtrc\indianknolls.wcd  
03/13/06 09:08:50

Project Engineer: Rob Young / Ken Walker  
WaterCAD v7.0 [07.00.081.00]  
+1-203-755-1868 Page 1 of 1

Bentley Systems, Inc. Haestad Methods Solution Center Watertown, CT 06795 USA

**Scenario: Base**  
**Steady State Analysis**  
**Pipe Report**

Label	Length (ft)	Diameter (in)	Material	Hazen- Williams C	Check Valve?	Minor Loss Coefficient	Control Status	Discharge (gpm)	Upstream Structure Hydraulic Grade (ft)	Downstream Structure Hydraulic Grade (ft)	Pressure Pipe Headloss (ft)	Headloss Gradient (ft/1000ft)
P-1	332.00	6.0	Ductile Iro	130.0	false	0.00	Open	531.52	6,794.33	6,786.69	7.64	23.01
P-2	111.00	6.0	Ductile Iro	130.0	false	0.00	Open	525.52	6,786.69	6,784.19	2.50	22.53
P-3	165.00	6.0	Ductile Iro	130.0	false	0.00	Open	523.52	6,784.19	6,780.50	3.69	22.37
P-4	767.00	6.0	Ductile Iro	130.0	false	0.00	Open	519.52	6,780.50	6,763.58	16.92	22.05
P-5	132.00	6.0	Ductile Iro	130.0	false	0.00	Open	513.52	6,763.58	6,760.73	2.85	21.59
P-6	494.00	6.0	Ductile Iro	130.0	false	0.00	Open	-492.48	6,760.73	6,770.60	9.87	19.98
P-7	267.00	6.0	Ductile Iro	130.0	false	0.00	Open	-492.48	6,770.60	6,775.93	5.33	19.98
P-8	491.00	6.0	Ductile Iro	130.0	false	0.00	Open	-500.48	6,775.93	6,786.04	10.11	20.58
P-9	107.00	6.0	Ductile Iro	130.0	false	0.00	Open	-502.48	6,786.04	6,788.26	2.22	20.73
P-10	338.00	6.0	Ductile Iro	130.0	false	0.00	Open	-506.48	6,788.26	6,795.37	7.11	21.04
P-11	534.00	8.0	Ductile Iro	130.0	false	0.00	Open	298.99	6,795.37	6,794.33	1.04	1.95
P-12	500.00	8.0	Ductile Iro	130.0	false	0.00	Open	-232.52	6,794.33	6,817.00	22.67	1.23
P-13	000.00	8.0	Ductile Iro	130.0	false	0.00	Open	-805.48	6,795.37	6,856.55	61.18	12.24
P-14	264.00	12.0	Ductile Iro	130.0	false	0.00	Open	-805.48	6,856.55	6,857.00	0.45	1.70

RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0771  
LORETTA BAILIFF, CLERK OF SWEETWATER COUNTY, WY Page 55 of 84

**EXHIBIT B pg 48 of 65**

**Scenario: Base  
Steady State Analysis  
Junction Report**

Label	Elevation (ft)	Zone	Type	Base Flow (gpm)	Pattern	Demand (gpm)	Calculated Hydraulic Grade (ft)	Pressure (psi)
J-1	3,515.00	Zone	Demand	0.00	Fixed	0.00	6,794.70	121.01
J-2	3,506.00	Zone	Demand	6.00	Fixed	6.00	6,790.13	122.93
J-3	3,504.00	Zone	Demand	2.00	Fixed	2.00	6,788.64	123.15
J-4	3,501.00	Zone	Demand	4.00	Fixed	4.00	6,786.45	123.50
J-5	3,490.00	Zone	Demand	6.00	Fixed	6.00	6,776.46	123.94
J-6	3,490.00	Zone	Demand	6.00	Fixed	6.00	6,774.79	123.22
J-7	3,494.00	Zone	Demand	0.00	Fixed	0.00	6,768.72	118.86
J-8	3,497.00	Zone	Demand	1,008.00	Fixed	1,008.00	6,765.44	116.14
J-9	3,507.00	Zone	Demand	2.00	Fixed	2.00	6,780.88	118.49
J-10	3,510.00	Zone	Demand	4.00	Fixed	4.00	6,784.26	118.66
J-11	3,518.00	Zone	Demand	0.00	Fixed	0.00	6,795.08	119.88



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0772  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 56 of 84

**EXHIBIT B pg 49 of 65**

Title: Indian Knolls Estates Subdivision

c:\program files\bentley\wtr\indianknolls.wcd

03/13/06 09:05:38 Bentley Systems, Inc. Haestad Methods Solution Center Watertown, CT 06795 USA +1-203-755-1666 Page 1 of 1

Project Engineer: Rob Young / Ken Walker  
WaterCAD v7.0 [07.00.061.00]

**Scenario: Base**  
**Steady State Analysis**  
**Pipe Report**

Label	Length (ft)	Diameter (in)	Material	Hazen- Williams C	Check Valve?	Minor Loss Coefficient	Control Status	Discharge (gpm)	Upstream Structure Hydraulic Grade (ft)	Downstream Structure Hydraulic Grade (ft)	Pressure Pipe Headloss (ft)	Headloss Gradient (ft/1000ft)
P-1	332.00	8.0	Ductile Iro	130.0	false	0.00	Open	402.87	6,794.70	6,790.13	4.57	13.77
P-2	111.00	8.0	Ductile Iro	130.0	false	0.00	Open	396.87	6,790.13	6,788.64	1.49	13.39
P-3	165.00	8.0	Ductile Iro	130.0	false	0.00	Open	394.87	6,788.64	6,788.45	2.19	13.27
P-4	767.00	8.0	Ductile Iro	130.0	false	0.00	Open	390.87	6,788.45	6,776.46	9.99	13.02
P-5	132.00	8.0	Ductile Iro	130.0	false	0.00	Open	384.87	6,776.46	6,774.79	1.67	12.85
P-6	494.00	8.0	Ductile Iro	130.0	false	0.00	Open	378.87	6,774.79	6,768.72	6.07	12.29
P-7	267.00	8.0	Ductile Iro	130.0	false	0.00	Open	378.87	6,768.72	6,765.44	3.28	12.29
P-8	491.00	8.0	Ductile Iro	130.0	false	0.00	Open	-829.13	6,765.44	6,780.88	15.44	31.44
P-9	107.00	8.0	Ductile Iro	130.0	false	0.00	Open	-831.13	6,780.88	6,784.26	3.38	31.62
P-10	338.00	8.0	Ductile Iro	130.0	false	0.00	Open	-835.13	6,784.26	6,795.08	10.82	32.00
P-11	534.00	8.0	Ductile Iro	130.0	false	0.00	Open	172.42	6,795.08	6,794.70	0.38	0.70
P-12	500.00	8.0	Ductile Iro	130.0	false	0.00	Open	-230.45	6,794.70	6,817.00	22.30	1.21
P-13	000.00	8.0	Ductile Iro	130.0	false	0.00	Open	-807.55	6,795.08	6,856.55	61.47	12.29
P-14	264.00	12.0	Ductile Iro	130.0	false	0.00	Open	-807.55	6,856.55	6,857.00	0.45	1.71

**EXHIBIT B pg 50 of 65**



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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 57 of 64

UESI / Rock Springs  
2638 Commercial Way  
Rock Springs, Wyoming 82901  
(307) 382 - 6588

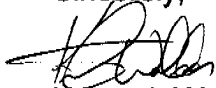
Principals  
Cloeey Wall, PLS  
Kenneth Walker, PE

## P.E. Certification of Public Water System

I, Kenneth J. Walker, a Professional Engineer Licensed in the State of Wyoming, (License # WY 3034), hereby certify the domestic water source intended for use for the Indian Knolls Estates Subdivision, as documented by Ten Mile Water and Sewer District in their attached letter to Bob Hamilton dated December 2, 2005 meets the requirements for adequacy and safety required under Sweetwater County Subdivision Regulation 5.d.(6) (j).

I further certify the plan for domestic water supply meets Local, State and Federal standards as evidenced by the DEQ permit.

Sincerely,



Kenneth Walker, P.E.  
Wyoming PE # 3034



RECEIVED

APR 25 2006

RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0774  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 58 of 84

EXHIBIT B pg 51 of 65



UESI / Rock Springs  
2638 Commercial Way  
Rock Springs, Wyoming 82901  
(307) 382 - 6588

Principals  
Clay Wall, P.E.  
Kenneth Walker, PE

## P.E. Certification of Sewage Disposal System

I, Kenneth J. Walker, a Professional Engineer licensed in the State of Wyoming (License # WY 3034) certify that the adequacy and safety of the sewage disposal system proposed for the Indian Knolls Estates Subdivision meets the standard of Sweetwater County Subdivision Regulations Section 5.d.(6)(g) and Section 5.d.(6)(h), when the proposed individual lot septic systems and leach fields are installed to comply with the following DEQ required final plat condition:

**"NO PROPOSED CENTRALIZED SEWAGE SYSTEM"** placed on the plat in bold type.

I also certify that the plan to utilize individual lot private septic systems for the proposed Indian Knolls Estates Subdivision sewer system meets Local, State and Federal standards in accordance with the aforementioned Code.

Sincerely,

Kenneth Walker, P.E.  
Wyoming PE # 3034



RECEIVED

APR 25 2006

RECORDED 6/23/2006 AT 04:48 PM REC# 1475479 BK# 1062 PG# 0775  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 59 of 84

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# Department of Environmental Quality



To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.

Dave Freudenthal, Governor

John Corra, Director

January 3, 2006

John D. Pallesen, Chairman  
Sweetwater County Board of Commissioners  
80 West Flaming Gorge Way  
Green River, WY 82935

RE: Indian Knolls Estates Subdivision, Sweetwater County, and WDEQ Application #05-S-063

Dear Mr. Chairman:

The Wyoming Department of Environmental Quality (WDEQ) has completed the review of the above referenced subdivision pursuant to W.S. 18-5-306. The WDEQ has an 'Adequate' recommendation on this proposed subdivision. The complete review, from the Wyoming State Engineer's Office, of how water rights appurtenant to this subdivision will be address by the subdivider, based on Wyoming Statute 18-5-306(a)(xi), has not been received. Water rights recommendations from the State Engineer's Office will be forwarded upon receipt. Our recommendations regarding the feasibility of the proposed water and sewage systems pursuant to the requirements of W.S. 18-5-306 (c) is based on the following findings:

#### Findings as to the safety and adequacy of the proposed sewage system:

The proposed individual sewage disposal systems are to be conventional on-site wastewater treatment systems. Soils percolation rates ranged from 2 minutes per inch to 18.5 minutes per inch, which is within the regulatory limits. The applicant's consultant calculated the vertical and horizontal travel time to be greater than two (2) years. The minimum regulatory limit is 2 years. Therefore septic leachate is estimate to not reach a point of use under the regulatory time limit. The consultant calculated a cumulative nitrate loading of 6.2 mg/l, which is less than the regulatory limit of 10 mg/l. Therefore, conventional septic systems are adequate for the protection of groundwater under lying this subdivision.

Since Sweetwater County has been delegated by the department to issue small wastewater system permits it is the county's responsibility to ensure, prior to issuing the permits that all permit requirements and design standards will be met.

#### Findings as to the safety and adequacy of the proposed water system:

The proposed water system is an extension of the Ten Mile Water and Sewer District water system (public water system number 5601369). The water system, is regulated by the Water Quality Division of the Wyoming Department of Environmental Quality and the United States Environmental Protection Agency. It is the responsibility of the subdivider to apply to The Wyoming Department of Environmental Quality Water Quality Division for a Chapter 3 Permit to Construct before starting construction on the water distribution system.



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0776  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 60 of 84

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**EXHIBIT B pg 53 of 65**



Chairman  
Sweetwater County Board of Commissioners  
January 3, 2005

**Conclusion(s):**

The department has an 'Adequate' recommendation on this proposed subdivision.

**Disclaimer**

Nothing in WDEQ's recommendations or comments regarding the subdivider's proposal shall be construed to relieve the subdivider of their obligation to obtain any permits or additional approval from any local state or federal agencies/entities as required by law, rules and regulations, or ordinance. Nothing in these recommendations commits the WDEQ or the delegated county to the issuance of required permits for construction, operation, or modification of water supply and/or wastewater systems. It is the duty of the subdivider/developer to comply with all applicable federal, state and local requirements.

Please do not hesitate to contact me at (307) 332-3144 if you have any questions on the recommendations or need any assistance on how to proceed with this application.

Sincerely,



Mark Baron, P. E.  
Environmental Senior Analyst  
Water Quality Division

xc:

John T. Barton, Sweetwater County Planning & Zoning, 80 West Flaming Gorge Way, Green River, Wyoming 82935  
Robert Hamilton, Our Ventures, LLC, 7 Stassinis Ranch Road, Rock Springs, WY 82901  
Robert Young, EIT, 2638 Commercial Way, Rock Springs, WY 82901  
Mike Ebsen, Wyoming State Engineers Office, Herschler Building, 4<sup>th</sup> Floor East, Cheyenne, WY 82002  
IPS-Cheyenne

chron & file(2)

**EXHIBIT B pg 54 of 65**

Page 2 of 2

TEN MILE WATER AND SEWER DISTRICT  
P.O. BOX 1626  
ROCK SPRINGS, WY 82901

December 2, 2005

Mr. Mark Kot, Director  
Sweetwater County Planning & Zoning  
80 West Flaming Gorge Way  
Green River, WY 82935

RE: Indian Knolls Subdivision

Dear Mr. Kot:

Please be advised that Ten Mile Water and Sewer District has been contacted by Robert Hamilton, subdivider of the proposed Indian Knolls Estate Subdivision. Mr. Hamilton has requested Ten Mile Water and Sewer District to provide water to the lots in the subdivision and Ten Mile has consented to do so. This letter is confirmation to Sweetwater County Planning & Zoning that Ten Mile has so consented.

In connection with provision of confirmation, please be advised as follows:

- Size and location of the water main which will service Indian Knolls Estate Subdivision has been disclosed to and tentatively approved by Ten Mile Water and Sewer District.

- Ten Mile's system can and will provide adequate potable water service to the proposed subdivision. Ten Mile is willing to do so, Ten Mile has committed to the owner to do so, Ten Mile has the hydraulic capacity to do so and JPWB, from whom Ten Mile purchases water, has adequate treatment facilities to provide potable water to the subdivision.

- The subdivider's engineering firm, Uinta Engineering and Surveying, Inc. has been given a copy of the materials and construction specifications applicable to the waterlines to be constructed. Some of the waterlines will be within the exterior boundaries of the subdivision. Some will be outside the exterior boundaries.

- The point of connection of the waterlines to be built with existing Ten Mile lines is as depicted on the enclosed Indian Knolls Estate Subdivision Proposed Waterline Easement drawing prepared by Uinta Engineering and Surveying, Inc.

- The subdivider will be responsible for negotiating and acquiring all necessary easements. The subdivider will be responsible for construction of the waterlines, all construction to comply with the materials and construction specifications provided to Uinta Engineering and Surveying, Inc.

- Upon completion of construction, which will be after acceptance of the final plat of the subdivision, the subdivider will be required to transfer all easements and the improvements therein to Ten Mile Water and Sewer District, without consideration other than provision of water to residents of the subdivision. These residents will of course be billed for water consumed.

- To partially defray the cost to the subdivider of easement acquisition and construction cost, Ten Mile is waiving tap fees, both as to the subdivider and to lot owners.

As you are aware Ten Mile Water and Sewer District does not currently operate any waste/sewer services. If at some future date Ten Mile develops sewer system all property owners within the District shall be contacted to initiate service at that time.

If you need clarification or additional information please feel free to contact me.

Sincerely,



Clement Ray Williams,  
Secretary/Treasurer  
Ten Mile Water and Sewer District



## ***DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIAN KNOLLS ESTATES***

This Declaration of Covenants, conditions and Restrictions is made by OUR Ventures, LLC, a Wyoming Limited Liability Company, the mailing address is 7 Stassinis Ranch Road, Rock Springs, Wyoming 82901, hereinafter referred to as the "Declarant", witnesseth as follows:

WHEREAS, Declarant is the record owner of the following described real property and premises, hereinafter referred to as the "Property", situate in County of Sweetwater, State of Wyoming, to wit:

All of the real property and premises located and described in the Final Plat of Indian Knolls Estates to Sweetwater County, Wyoming, located in Part of the Southwest Quarter Section 33, Township 20 North, Range 105 West, 6<sup>th</sup> P.M., Sweetwater County, Wyoming, including, but not limited to Lots One (1) through Nineteen (19), inclusive, of said Indian Knolls Estates, as all of the same is laid down and described on the official plat thereof, filed of record in the Office to the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however to all exceptions, reservations and restrictions of record; and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth to preserve, protect and enhance the use, enjoyment, values and amenities of the property of residential purposes for the benefit of the Property and each Owner thereof

WHEREAS, it is contemplated that this Declaration will be filed contemporaneously with the Final Plat for Indian Knolls Estates, in the event that some portion of the Property is not include in the Final Plat, this Declaration shall apply to the entire Property.

NOW, THEREFORE, in accordance with the foregoing, Declarant hereby declares that all of the above described Property is and shall held, sold, transferred, conveyed, possessed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with and be binding upon the Property and which shall be binding upon and each Owner and all persons purchasing, leasing, sub-leasing or occupying any lot or lots of the Property and there successors and assigns.

### **ARTICLE 1. DEFINITIONS**

**Declaration** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and all amendments thereto.

**Declarant** shall mean OUR Ventures, LLC, as Wyoming limited liability company, its successors and assigns.

**Association** shall mean Indian Knolls Estates Homeowners Association, which shall be a Wyoming nonprofit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its Officers. The Association shall be delegated and assigned the duties and powers of enforcing the terms and provision of the Declaration with respect to all of the Property, specifically including the collection, disbursement and accounting of the assessments and charges set forth in the Declaration.

**Board** shall mean the Board of Directors of the Association.

**Property** shall mean the described real property stated herein.

**Plat** shall mean the subdivision final plat for Indian Knolls Estates.

**Lot**, as used in each section of this Agreement other than in the legal description of the Property above, shall mean and refer to any of the separately designated and identified platted Lots as shown on the plat for the Indian Knolls Estates, including the structures located on any such platted Lot and the appurtenances situate thereon and appertaining thereto.

Owner shall mean and refer to any record owner, whether a natural person or an entity, of a fee simple title interest in any Lot, including Declarant and including contracts sellers and contract purchasers, as may be designated in the contract documents, but excluding any such record owner having such an interest therein merely as a Mortgagee. When a person who is an Owner conveys or otherwise assigns of record his fee simple title interest to a Lot, then retroactive to the date of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed at the time of such conveyance or assignment, specifically including, without limiting the generality of the foregoing, any unsatisfied obligation to pay Associations assessments.

Mortgage shall mean and refer to any first mortgage, deed of trust or other document pledging a Lot as security of the payment of a debt or obligation.

Mortgagee shall mean and refer to any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns or is secured by a Mortgage.

## ARTICLE II. USE RESTRICTIONS

Section 1. All Lots shall be used for single-family residential purposes only, except for Home Occupations as defined and allowed under the current Zoning ordinance of Sweetwater County, or any successor ordinance thereto. It is the intent that this be strictly a residential subdivision except for allowed Home Occupations. A 'building site' shall consist of one or more residential Lots or portions of Lots, as required herein, as shown on the face of the Plat or any modification of adjustments to it. In spite of the preceding, no Lot shall be smaller than the minimum lot size allowed by the governmental authorities charged with regulating lot sizes. Should, at a future date, the governmental authorities allow small lot size, Owners may reduce the size of the Lot; however, must be in and done in accordance with the governmental authorities.

Section 2. Each Lot shall have no more than one (1) permanent single-family residence, site built or modular home in accordance with the standards of the Uniform Building Code (UBC) or International Building Code (IBC), erected, placed or permitted to remain on any single Lot within the Property. If there is a need for servants' quarters or guest quarters, those quarters must be built as part of the residence under a single roof and shall be available only for non-paying guests or actual servants of occupants of the single family residence. Modular homes shall be permitted if approved by the Design and Review Committee and if in conformity with local zoning.

Section 3. Every single-family residence erected on each of the Lots in the Property shall have a minimum main floor area of the main structure, exclusive of one-story open porches and garages, of not less than One Thousand Three Hundred (1,300) square feet of finished, habitable floor area on the ground level or on the combination of all above ground levels, as may be approved by Design and Review Committee. In addition, every such dwelling shall have as an appurtenance at least a two (2) car garage, whether attached or detached, which shall be included as part of the original construction upon the Lot and shall be fully completed prior to initial occupancy of the residential structure upon such Lot. All structures erected on the Lots in the Property whether intended for residential, accessory or other purposes, shall be new, first-time use structures, shall be permanent and affixed; and shall be of a quality, for materials and workmanship, consistent with the other structures located on the Lots in the Property consistent with the general construction standard in the industry in Sweetwater County, Wyoming.

Section 4. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes of Sweetwater County, Wyoming, and any and all other governmental entities that have jurisdiction at the time of undertaking the buildings and improvements. No dwelling house, garage or other accessory building or part of it (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot or to the rear lot line than the minimum building set back lines, if any, imposed by any such governmental entity having control, or as shown on the recorded plat of the subdivision, whichever is more restrictive.

Section 5. No residential building will be allowed which is not permanent in nature and attractive in appearance, i.e. exposed tar paper, cinder block, unpainted metal will not be permitted. Residential buildings must be finished on all sides. All improvements and outbuildings shall be of new construction and materials. All improvements shall be constructed on the property, except component or modular construction shall be allowed, and shall meet the most current edition of the Uniform Building code; National Plumbing Code; National Electrical Code; National Fire Protective Association International and such State of Wyoming Safety Codes as may be applicable.

Section 6. No trailer home, mobile home, camper, garage, outbuilding or any structure of a temporary or mobile nature, shall be used in the area as a place of residence or habitation, either temporarily or permanently, except as the same may be customarily employed by contractors for and during the construction of improvements thereon. Lot Owners, may, with written approval of the Board, inhabit a camper on the Lot during the construction of the residence; however, the length of the inhabitation of the camper by the Lot Owner shall be for not more than six (6) months. No house trailer, camper trailer, tent, shack or any other structure of temporary or insubstantial nature shall be erected, placed or be permitted to remain on any property in the area for residential use. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time, or constructed so as to permit its being used of the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more person.

Section 7. The following provision shall govern buildings adjacent to the main residence on a Lot, so-called "Outbuildings."

- There may be accessory or auxiliary garages, shops, barns or tack rooms incidental to the single-family residence, but Owner shall endeavor to make all accessory buildings 'pleasing to the eye' and shall blend with other buildings on Lot.
- No garage, shop, barn or stable or similar accessory structure shall be erected on any lot until construction of the primary singly family residence shall have been commence on said Lot. No garage, shop, barn or other accessory building may be occupied or used until the single-family residence is finalized and occupied.
- Each Owner must maintain a route for the fire protection vehicles from the front of the Lot to the rear of the Lot.

Section 8. Any construction commenced on any residence as provided in the Declaration must be completed within twelve (12) months of commencement of construction. Construction of outbuildings must be completed within six (6) months of commencement of construction. If construction is slowed, or interrupted, the construction site shall be cleaned up and maintained in a clean, safe condition.

Section 9. No structure shall be permitted to fall into disrepair and at all times all structures and vacant Property shall be kept in good condition and in neat appearance.

Section 10. Each Lot Owner shall exercise as much care as is possible to retain natural vegetation, trees, shrubs and other similar growth. Each Lot Owner shall, within two (2) summers after the Owner's occupancy of the Property, landscape all yards fronting a street. All yards must be landscaped with vegetation appropriate for our climate, to include grass lawn, zerniscaping, and natural occurring plant landscaping. No area will be left to the natural growth of weeds, to include all areas disturbed during construction. All grass, trees and shrubs must survive after planting or be replaced and replanted within one (1) year. Plants, which exhibit evidence of insects, pests, diseases and/or damages, shall be appropriately treated and/or removed. Those plantings, which utilize minimum water and are wild game resistant are recommended. Landscaping shall be maintained at all times in accordance with the landscape plan submitted by Owner and approved by the Design and Review Committee.

Section 11. All Lot Owners are prohibited from interfering with the established drainage pattern over their Lot to the detriment of adjacent Lots or open areas. All Lot Owners shall maintain the existing facilities to control storm water runoff onto adjacent properties to insure that sediments do not enter the natural drainage system.

Section 12. All Lots are subject to easements for public utilities and irrigation; no excavation, planting, fence, building, structure, or other item may be placed or permitted to remain at any point on said easement. Easements of installation and maintenance of utilities and drainage facilities are reserved as set forth on the recorded plat of Indian Knolls Estates subdivision. No structures, planting or other materials shall be placed or permitted to remain which might damage or interfere with the installation and maintenance of utilities, or which might change the direction of the flow of drainage channels or which might obstruct or retard the flow of water direction of the flow of drainage channels or which might obstruct or retard the flow of water through drainage channels in the easement area. The easement areas of each Lot and improvements on it shall be maintained continuously by the Owner of the Lot unless such improvements are the responsibility of the public authority or utility company.



Section 13. The Lot Owner or Lot occupant is and will be perpetually, unless any part thereof is terminated, subject to all and each of the easements set forth on the plat of said Indian Knolls Estates. Each of the utility companies, which include but are not necessarily limited to QWest, PacifiCorp, Sweetwater Television, Questar, Ten Mile Water and their successors and assigns will have an easement, together with the right of ingress and egress for purposes of construction, installing, maintaining, operation and renewing, or repairing such of their facilities.

Section 14. All garbage shall be kept in closed containers and must be concealed from view of surrounding Lots and streets. Lot Owner's shall be responsible for any cleanup, and costs associated with their garbage spill.

Section 15. No trash, garbage, ashes, or other effuse, junk, underbrush, or other unsightly growths or objects shall be maintained or allowed on any Lot.

Section 16. All Owners of animals shall exercise such proper care and control of their animals to prevent them from becoming a nuisance. "Nuisance" shall mean any noisy animal, any vicious animal which chews, tears, digs in or scratches, litters, or soils, destroys or in any other manner injures clothing, washing, garbage containers, gardens, flower beds, lawns, trees, shrubbery or any other property within the Indian Knolls Estates. Excessive, continued, or untimely barking or noise, molesting passerby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy Animal" means any animal, which habitually, constantly, or frequently disturbs the sleep, peace or quiet of any person within the Indian Knolls Estates. No pets shall be allowed to chase, harass or otherwise disturb wildlife or domestic animals.

Section 17. Lot Owners or occupants shall be allowed domestic animals, such as house pets, horses and other domestic 4-H project animals. Animal Owners shall, at all times, keep animal areas clean and tidy with no accumulations of manure, wastes and insects so as not to offend other Lot Owners. No Lot shall at any one time be used to harbor or board more than seven (7) household adult house pets, of which not more than three (3) shall be dogs. There shall be no more than two (2) horses and/or other domestic grazing animal per acre. A small quantity of small domestic animals shall be allowed, i.e. chickens, rabbits, etc. with the Boards approval. The Board shall be receptive to exceptions for requests for 4-H project animal allowances each year. A colt becomes a 'horse' for the purpose of this definition when it has attained the age of twelve (12) months. Each Shetland pony, mule or donkey constitutes one (1) horse.

Section 18. There shall be no supplemental feeding of wildlife. Wildlife for this purpose is defined as deer, antelope, elk and any fur-bearing animal.

Section 19. No Lot Owner shall park or allow any occupier of a Lot Owner's lot to run or park tractor-trailer combinations within Indian Knolls Estates. Tractor/Trailer combinations shall only be allowed on Indian Knolls Estates streets for delivery purposes only. Street parking shall be limited to overflow guest parking only. All vehicles on Lot shall be currently licensed and registered. No non-operation vehicles shall be allowed on any Lot or parked adjacent to any Lot for a period of time in excess of thirty (30) days.

Section 20. The Owner or occupant of any Lot shall do all things necessary or desirable to keep the same reasonably neat and in good order and, in the event that any such Owner or occupant shall permit to remain upon any Lot any rubbish, debris, or trash, then and in each instance, the Board, or such person or persons as the Board from time to time designate, may and shall enter upon the property and shall remove the same therefrom or otherwise cause compliance herewith and such Owner or occupant shall forthwith upon such entry, be liable to the Board for the full cost of enforcing such compliance herewith and such cost shall become an assessment against the Lot. Any entry of said purposes shall not be deemed a trespass upon the Lot, and the decision of the Board shall be conclusive as to whether or not this covenant has been violated, provided, however, that notice of any violation thereof shall have been given the Owner and/or occupant in writing not less than thirty (30) days prior to any such entry. The Board may cause the same to be cleaned twice yearly as necessary and to charge the actual cost thereof the Lot Owner.

Section 21. No noxious, illegal or offensive activity or use of Lot shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Lot. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the properties and improvements located hereon, shall be placed or used upon any Lot. For the purpose of this definition, 'noxious' or 'offensive' may be construed to mean any 'Noise Nuisance' which habitually, constantly, or frequently disturbs the sleep, peace or quiet of any person within the Indian Knolls Estates. No tank for the storage of water, oil,

petroleum products or other fluids may be maintained on any of the Lots, above or below the surface, of the ground without the written consent of the Declarant.

Section 22. No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one (1) advertising the property for sale, which shall not be larger than eight (8) feet square.

Section 23. All Lot Owners and occupants shall make a reasonable effort to provide dust control during construction processes and other outdoor activities.

Section 24. All mailboxes and mailbox holders shall be of a standard design accepted by the Design and Review Committee and adhering to the applicable specifications of the U.S. Postal Service. All mailboxes shall be located as directed by the U.S. Postal Service. Each Lot Owner shall be responsible for the maintenance and replacement of their mailbox so as to keep the mailbox in a state of repair at all times.

Section 25. There is **NO CENTRALIZED SEWAGE SYSTEM** in place for the Lots. All Lot Owners must install a septic system for disposal of sewage wastes.

### **ARTICLE 3. ORGANIZATION AND POWERS OF DESIGN AND REVIEW COMMITTEE**

Section 1. There is hereby established a Design and Review Committee, which shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. The committee shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this Declaration. The primary purpose of the Committee shall be to assist Owners in achieving compliance with the building restrictions. The Committee shall allow the greatest possible latitude and flexibility in the design of homes on the Lots in the subdivision and shall not discourage new or innovative design concepts or ideas.

Section 2. The Design and Review Committee shall consist of five (5) members. The original members of the Design and Review Committee shall be appointed by Declarant. Declarant shall appoint all members of the Design and Review Committee until such time as sixty percent (60%) of the Lots for Indian Knolls Estates are sold. Thereafter, the members of the Design and Review Committee shall be appointed by a majority of votes of all Lot Owners. For purposes of such voting to appoint members of the Design and Review Committee, Declarant shall have two votes for each Lot owned by Declarant with Owners having one vote.

Section 3. Designs of all buildings, whether of main residence or auxiliary buildings, must be approved by the Design and Review Committee. Any auxiliary structures shall be of an architectural design harmonious with the other structures on the Lot.

Section 4. The Design and Review Committee shall have the authority to issue regulations for management of animal waste, such regulations shall be binding on all Lot Owners.

Section 5. Any Lot Owner seeking to construct a new home or other appurtenant structure, or add to or modify any portion of the exterior of an existing home, shall submit the plans to the Design and Review Committee for review. A modification of the home exterior will include decks, hot tubs, patios, pools and similar alterations. Construction of new structures includes equipment and material housing, garages, shops, dog runs, gazebos, arbors associated with landscaping, and other similar construction.

Section 6. A statement of approval from the Design and Review Committee shall accompany all site plan and building submittals to Sweetwater County, and no construction shall take place without the approval of the Design and Review Committee as to the harmony of external design and location in relation to surrounding structures and topography, size, estimates of cost, and such other factors as the Design and Review Committee considers necessary, appropriate and relevant to maintain Property values of nearby Properties. Building authorizations shall be issued by the Design and Review Committee only after two (2) complete sets of the plans and specifications for said construction, remodeling, addition to, or alteration of any building or other structure whatsoever on any Lot, shall have been transmitted to the Design and Review Committee. These plans shall include plot plans showing nature, kind, shape, height, materials and location of the same on the lot of such structure proposed to be constructed, places, altered or maintained, indicating materials and elevations of same, together with the proposed color scheme for roofs and exterior thereof. One set of said plans and specifications, with the approval or disapproval endorsed thereon shall be delivered to Sweetwater County and the other copy thereof shall be retained by the Design and Review Committee. In the event no action is

taken to approve or disapprove such plans and specifications within a thirty (30) day period. the provisions requiring approval of said plan shall be deemed to have been waived by the Design and Review Committee.

Section 7. The height and location of any residence, garage, or accessory building shall be designed and located so as to assist in the preservation of the views of others.

Section 8. Without the generality of the factors to be considered by the Design and Review Committee, the following restrictions shall apply:

- All roofing shall be sloped or pitched and roofing material shall be limited to shingles, earth tone concrete tile, or metal roofs. All roofing material shall be approved by the Design and Review Committee.
- All driveways and parking bays shall be constructed of concrete, concrete aggregate, crushed aggregate or asphalt unless written approval for the use of some other material is given by the Design and Review Committee. Should Declarant asphalt the street in Indian Knolls Estates, all Lot Owners shall asphalt their driveway approach from the edge of the asphalt of the street to ten (10) feet within their Property line.
- Lot Owners shall endeavor to aesthetically conceal from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns of all heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment.
- Siding shall be of wood, vinyl, brick stucco, stone or combinations of those materials and, in the case of wood, shall be stained or painted in colors approved by the Design and Review Committee in writing.

Section 9. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall be shown on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No television or radio antenna or aerial shall be installed that has a height in excess of six (6) feet above ground. For this purpose, the ground level shall be determined by using the same ground level as is used for determining the maximum height restriction for houses to be constructed on the property under the then-prevailing zoning and building restrictions. That ground level shall apply whether or not the antenna or aerial is located above the roof line of the residence.

Section 10. A fence designed or used for the containment of horses may be built and maintained up to and conterminous with the front property line of any Lot, providing that the location, design and type of materials for such fence have been approved by the Design and Review Committee. No structure of fence shall be commenced or erected on any of said Lots until the design and location of such structure and the kind of materials to be used herein have been approved by the Design and Review Committee. All fences, corrals and livestock managing spaces shall be of steel material and posts placed in concrete; minimum size posts to have two inch outside diameter (2"OD). Treated wooden posts with metal "T" posts set in concrete with stranded wire will be considered. No wood or chain link fence for the containment of horses will be considered. Block walls are permissible, subject to the approval of the Design and Review Committee.

Section 11. All outside lighting shall be non-intrusive. Any lighting placed a height of six (6) feet or more shall have guards directing light downward.

Section 12. The Design and Review Committee shall not be responsible in any way whatsoever for any defect in any plans or specifications submitted nor as revised by said Design and Review Committee, or for any work done pursuant to the requested changes of said plans and specifications.

#### **ARTICLE 4. ORGANIZATION AND POWERS OF HOMEOWNER ASSOCIATION**

Section 1. Organization. Not later than after the sale of the second Lot in the Property, Declarant shall take steps with deliberate speed to form the Association, which shall be called the Indian Knolls Estates Homeowners Association, unless Declarant shall, in Declarant's sole discretion, select a different name for the Association.

Section 2. Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated for the fee simple title ownership of such Lot.

Section 3. Voting. For purposes of electing directors of the Board and for other Association actions requiring a vote as provided for in this Declaration, including assessments, Declarant shall have two (2) votes for each Lot owned by Declarant. All other Owners shall have one (1) vote per Lot owned.

Section 4. Powers of Association. The Association shall have the power to:

1. Impose assessments upon Owners other than Declarant, and have all powers necessary to carry out the functions for such assessments as provided in Article 5, below, and
2. Enforce the provision of this Declaration against any Owner for the benefit of the Associations, the Property and the Owners as a whole, and levy assessments for the purposes of such enforcement.

## ARTICLE 5. ASSESSMENTS

Section 1. Covenant of Personal Obligation of Assessments. Every Owner of a Lot, by acceptance of the deed or other instrument of conveyance thereof, whether or not it shall be so expressed in such deed or other instrument of conveyance, is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) special assessments, and (b) default assessments applicable to such Lot; such assessment to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use or by abandonment of leasing of such Owner's Lot.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used, as determined in the sole discretion of the Board from time to time, exclusively for the purpose of promoting the health, safety, convenience and general welfare of the Owners. Proper uses of the assessments levied by the Association may include, but are not mandatory or limited to, the following:

- a) General and administrative expenses, such as banking fees, accounting fees, legal fees, and the like;
- b) Expenses for maintenance and repair, such as trash removal, street maintenance, weed spraying and the like; and
- c) Any other purposes and uses that the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of reserves for, including the improvement, repair and maintenance of the street.

It shall be the responsibility of each Owner to provide all improvements, repair, maintenance and other services to such Owner's Lot to the extent the same are not otherwise provided by the Association hereunder, at any time.

Section 3. Special Assessments. The Board may, from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the costs, fees and expenses of any construction, reconstruction, repair, replacement or maintenance of the project/s specified by the Board, specifically including improvements related hereto and repair and maintenance of the those projects within the Property; and the necessitated cleanup of Owner's Lots as decided by the Board. Provided, however, that any such special assessment shall require the approval of the Design and Review Committee and the prior written consent of Owners whose votes constitute at least a majority of total votes based upon Lot ownership as described herein.

Section 4. Rate of Assessment. Special assessments must be fixed at a uniform rate of all Lots sufficient to meet the expected needs of the Association, provided that, notwithstanding any provision to the contrary contained in the Declaration, the annual and special assessments set for the Lots owned by Declarant which are neither leased, rented, nor otherwise occupied as a residence shall be zero; provided further, that assessments against an individual Owner and Lot may be made by the Association for the actual costs to the Association of repairing any areas under the control of the Association.

Section 5. Liens for Assessments. The special assessments provided for hereinabove, and any and all default assessments arising under the provision of the Declaration, together with any and all interest, costs, expenses, and reasonable attorney's fees which may arise under this Assessment area, shall also be burdens running with, and a perpetual lien in favor of the Association upon, the specific Lot to which such assessments apply and shall also be the personal obligation of the Owner of such Lot. Any such assessment shall be deemed to be in default if it remains unpaid for more than thirty (30) days after notice of such assessment. The Association may perfect such lien by written

notice to the Owner and by filing the lien notice with the County Clerk for Sweetwater County, Wyoming. The lien notice shall set forth the description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner thereof, and any other information that the Board may deem proper.

Section 6. Effect of Nonpayment of Assessments. If any special assessment, or any monthly installment thereof, is not fully paid when the same becomes due and payable, or if any default assessment shall arise under the provision contained in this Declaration, then, in any of such events, interest shall accrue at the rate of Twelve Percent (12%) per annum, or at such other rate as shall be determined by the Board from time to time, from the due date on any amount thereof which was not paid when due or on the amount of the default assessment, whichever shall be applicable. In addition, failure to make such payment shall result in suspension of any voting rights in the Association or on the Design and Review Committee.

If any special assessment, or any monthly installment thereof, or any assessment arising hereunder, is not fully paid within thirty (30) days after the same becomes due and payable, the Association may proceed to evidence and perfect its lien upon the specific Lot as more particularly described in the preceding paragraph. The Association shall, within a reasonable time after perfecting its lien as described in the preceding paragraph, if such assessments remain unpaid, bring action at law or in equity, or both, against any Owner personally obligated to pay the same and to foreclose its lien against the specific Lot, if it desires. In the event that any such assessment is not paid in full when due and the Association shall commence such an action, or shall counterclaim or cross claim in any such action, against any Owner personally obligated to pay the same and to foreclose its lien against the specific Lot, if it desires. In the event that any such assessment is not paid in full when due and the association shall commence such an action, or shall counterclaim or cross claim in any such action, against any Owner personally obligated to pay the same and to foreclose its lien against the specific Lot, then the Association's costs, expenses, and reasonable attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorney's fees incurred for any such action and foreclosure proceedings shall be taxed by the Court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of the specific Lot in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing, or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due or for any subsequent default assessments. The Owner of any Lot being foreclosed upon shall be required to pay to the Association all monthly installments, if any, for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid or purchase any Lot at foreclosure or other legal sale or to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey or otherwise deal with the same.

Section 7. The Association shall give written notice by certified mail, with return receipt requested, of the filing of a lien statement against any Lot, as hereinabove provided, to the Owner of such Lot and to the Mortgagees of record of such Lot at the time of filing of the lien statement.

Section 8. Subordination of Lien for Assessments. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record, sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot to a Mortgagee pursuant to the remedies provided in its Mortgage shall extinguish the lien for unpaid assessments or charges which accrue prior to the time of such sale or transfer, which shall be deemed to be the date of a deed in lieu of foreclosure, the date of the sale in any mortgage foreclosure proceeding, retroactively upon the expiration of any statutory redemption period, or the date of the exercise of any other such remedy as may be provided in such Mortgage. No such sale or transfer to a Mortgage shall relieve a Lot from liability for any assessments or charges thereafter becoming due or from the lien thereof.

## ARTICLE 6. MISCELLANEOUS

Section 1. Severability. All of the covenants, conditions, reservations, restrictions and other provisions contained in the Declaration shall be construed together, but shall be deemed to be independent and severable. The invalidity or unenforceability of any one or more of the provision contained herein, or any portion thereof, by order of any Court or otherwise, shall in no way affect the validity and enforceability of any of the other terms and provision of this Declaration, which terms and provision shall remain in full force and effect.

Section 2. No Waiver. The failure of the Association of the Design and Review to enforce one or more of the provision of this Declaration on more or more occasions shall not be deemed a waive of such provisions with respect to any other occasion.

Section 3. Integration. This Declaration represents the entire set of covenants conditions and restrictions absent written amendments filed with the County Clerk for the Count of Sweetwater, Wyoming and not other representation shall be binding upon Declarant, the association of the Design and Review Committee.

Section 4. Amendment. This Declaration may only be amended by a vote of two thirds (2/3) of the eligible votes of all Owners. Any amendment must be in writing and shall be filed promptly upon its adoption with the County Clerk for the County of Sweetwater, Wyoming.

In witness whereof, all of the members of the Declarant have executed this Declaration on the 24<sup>th</sup> day of April 2006.

Our Ventures, LLC, a Wyoming limited liability company

By: Robert H. Hamilton  
Robert H. Hamilton  
Member

By: Sharon J. Hamilton  
Sharon J. Hamilton  
Member

By: Robert A. Hamilton  
Robert A. Hamilton  
Member

By: Marsha D. Hamilton  
Marsha D. Hamilton  
Member

The State of Wyoming )

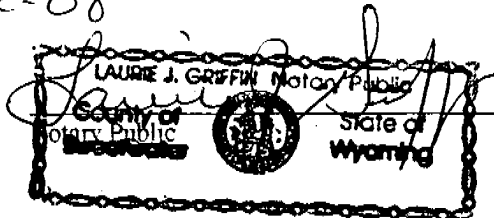
:ss.

County of Sweetwater )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2006 by ROBERT H. HAMILTON, SHARON J. HAMILTON, ROBERT A. HAMILTON AND MARSHA D. HAMILTON.

Witness my hand and official seal.

My commissions expires: 6-2-08



The State of Wyoming )

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 176

ISSUED IN ROCK SPRINGS, WYOMING ON APRIL 24, 2006

APPLICANT:  
OUR VENTURES, LLC  
2221 WESTVIEW  
ROCK SPRINGS, WY 82901

BENEFICIARY:  
BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY COURTHOUSE  
GREEN RIVER, WY 82935

ADVISING BANK:  
ROCKY MOUNTAIN BANK  
2515 FOOTHILL BLVD.  
ROCK SPRINGS, WY 82901

AMOUNT: USED \*\*\*\$72,500.00\*\*\*  
SEVENTY TWO THOUSAND  
FIVE HUNDRED DOLLARS  
AND ZERO CENTS

DATE AND PLACE OF EXPIRY:  
Date : SEPTEMBER 23, 2007  
ROCK SPRINGS, WY

We hereby issue in your favor this documentary credit which is available by payment of your draft(s) drawn on us at sight bearing the number of this Letter of Credit accompanied by the following documents:

1. Your signed statement reading precisely as follows:

"We certify that the Sweetwater County represents and warrants that OUR VENTURES, LLC has neglected, failed or refused to comply with the rules and regulations established by Sweetwater County for the development of a residential subdivision known as the Indian Knolls Estates and is in default by their failure to complete or correct items as outlined in their construction cost estimate and plans accepted by the county. We also certify that this drawing covers only those items that have not been completed or corrected as required"

2. This original Letter of Credit.

Partial releases may be effected at our receipt of your signed letter referencing this letter of credit number stating the amount to be released and that balance to be retained. For information purposes only, the breakdown of costs associated with this project are as follows:

125% of PHONE AND POWER UTILITY CONSTRUCTION      \$72,500.00

This Letter of Credit shall be governed by the laws of the State of Wyoming and, to the extent that it is not inconsistent with Wyoming Law, by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500. This letter of credit will not go into effect until final plat approval is received from the Board of County Commissioners for Sweetwater County, WY and management of Rocky Mountain Bank.

**EXHIBIT C pg 1 of 12**

PARTIAL DRAWINGS PERMITTED.

MULTIPLE DRAWINGS PERMITTED

We herby agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented (together with the documents as specified) at our office on or before the expiry date of this credit.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE (S)

**EXHIBIT C pg 2 of 12**



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0790  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 74 of 84



IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_174\_\_\_

ISSUED IN \_\_\_ROCK SPRINGS\_\_\_, WYOMING ON APRIL 24, 2006

APPLICANT:  
OUR VENTURES, LLC  
2221 WESTVIEW  
ROCK SPRINGS, WY 82901

BENEFICIARY:  
BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY COURTHOUSE  
GREEN RIVER, WY 82935

ADVISING BANK:  
ROCKY MOUNTAIN BANK  
2515 FOOTHILL BLVD.  
ROCK SPRINGS, WY 82901

AMOUNT: USED \*\*\*\$37,500.00\*\*\*  
THIRTY SEVEN THOUSAND  
FIVE HUNDRED DOLLARS  
AND ZERO CENTS

DATE AND PLACE OF EXPIRY:  
Date : SEPTEMBER 23, 2007  
ROCK SPRINGS, WY

We hereby issue in your favor this documentary credit which is available by payment of your draft(s) drawn on us at sight bearing the number of this Letter of Credit accompanied by the following documents:

1. Your signed statement reading precisely as follows:

"We certify that the Sweetwater County represents and warrants that OUR VENTURES, LLC has neglected, failed or refused to comply with the rules and regulations established by the Sweetwater County for the development of a residential subdivision known as the Indian Knolls Estates and is in default by their failure to complete or correct items as outlined in their construction cost estimate and plans accepted by the county. We also certify that this drawing covers only those items that have not been completed or corrected as required"

2. This original Letter of Credit.

Partial releases may be effected at our receipt of your signed letter referencing this letter of credit number stating the amount to be released and that balance to be retained. For information purposes only, the breakdown of costs associated with this project are as follows:

125% of CONSTRUCTION STAKING TESTING AND INSPECTING \$37,500.00

This Letter of Credit shall be governed by the laws of the State of Wyoming and, to the extent that it is not inconsistent with Wyoming Law, by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500. This letter of credit will not go into effect until final plat approval is received from the Board of County Commissioners for Sweetwater County, WY and management of Rocky Mountain Bank.

EXHIBIT C pg 3 of 12



PARTIAL DRAWINGS PERMITTED.

MULTIPLE DRAWINGS PERMITTED

We hereby agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented (together with the documents as specified) at our office on or before the expiry date of this credit.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE (S)



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0792  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 76 of 84

**EXHIBIT C** pg 4 of 12

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 173

ISSUED IN ROCK SPRINGS, WYOMING ON APRIL 24, 2006

APPLICANT:  
OUR VENTURES, LLC  
2221 WESTVIEW  
ROCK SPRINGS, WY 82901

BENEFICIARY:  
BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY COURTHOUSE  
GREEN RIVER, WY 82935

ADVISING BANK:  
ROCKY MOUNTAIN BANK  
2515 FOOTHILL BLVD.  
ROCK SPRINGS, WY 82901

AMOUNT: USED \*\*\*\$215,590.38\*\*\*  
TWO HUNDRED FIFTEEN THOUSAND  
FIVE HUNDRED NINETY DOLLARS  
AND THIRTY EIGHT CENTS

DATE AND PLACE OF EXPIRY:  
Date : SEPTEMBER 23, 2007  
ROCK SPRINGS, WY

We hereby issue in your favor this documentary credit which is available by payment of your draft(s) drawn on us at sight bearing the number of this Letter of Credit accompanied by the following documents:

1. Your signed statement reading precisely as follows:

"We certify that the Sweetwater County represents and warrants that OUR VENTURES, LLC has neglected, failed or refused to comply with the rules and regulations established by Sweetwater County for the development of a residential subdivision known as the Indian Knolls Estates and is in default by their failure to complete or correct items as outlined in their construction cost estimate and plans accepted by the county. We also certify that this drawing covers only those items that have not been completed or corrected as required"

2. This original Letter of Credit.

Partial releases may be effected at our receipt of your signed letter referencing this letter of credit number stating the amount to be released and that balance to be retained. For information purposes only, the breakdown of costs associated with this project are as follows:

125% of WATERLINE CONSTRUCTION      \$215,590.38

This Letter of Credit shall be governed by the laws of the State of Wyoming and, to the extent that it is not inconsistent with Wyoming Law, by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500. This letter of credit will not go into effect until final plat approval is received from the Board of County Commissioners for Sweetwater County, WY and management of Rocky Mountain Bank.



PARTIAL DRAWINGS PERMITTED.

MULTIPLE DRAWINGS PERMITTED

We herby agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented (together with the documents as specified) at our office on or before the expiry date of this credit.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE (S)



RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0794  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 78 of 84

**EXHIBIT C pg 6 of 12**

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 172

ISSUED IN ROCK SPRINGS, WYOMING ON APRIL 24, 2006

APPLICANT:  
OUR VENTURES, LLC  
2221 WESTVIEW  
ROCK SPRINGS, WY 82901

BENEFICIARY:  
BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY COURTHOUSE  
GREEN RIVER, WY 82935

ADVISING BANK:  
ROCKY MOUNTAIN BANK  
2515 FOOTHILL BLVD.  
ROCK SPRINGS, WY 82901

AMOUNT: USED \*\*\*\$165,239.25\*\*\*  
ONE HUNDRED SIXTY FIVE THOUSAND  
TWO HUNDRED THIRTY NINE DOLLARS  
AND TWENTY FIVE CENTS

DATE AND PLACE OF EXPIRY:  
Date : SEPTEMBER 23, 2007  
ROCK SPRINGS, WY

We hereby issue in your favor this documentary credit which is available by payment of your draft(s) drawn on us at sight bearing the number of this Letter of Credit accompanied by the following documents:

1. Your signed statement reading precisely as follows:

"We certify that the Sweetwater County represents and warrants that OUR VENTURES, LLC has neglected, failed or refused to comply with the rules and regulations established by Sweetwater County for the development of a residential subdivision known as the Indian Knolls Estates and is in default by their failure to complete or correct items as outlined in their construction cost estimate and plans accepted by the county. We also certify that this drawing covers only those items that have not been completed or corrected as required"

2. This original Letter of Credit.

Partial releases may be effected at our receipt of your signed letter referencing this letter of credit number stating the amount to be released and that balance to be retained. For information purposes only, the breakdown of costs associated with this project are as follows:

125% of ROAD & DRAINAGE DITCH CONSTRUCTION	\$165,239.25
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This Letter of Credit shall be governed by the laws of the State of Wyoming and, to the extent that it is not inconsistent with Wyoming Law, by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500.

PARTIAL DRAWINGS PERMITTED.

MULTIPLE DRAWINGS PERMITTED

We herby agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented (together with the documents as specified) at our office on or before the expiry date of this credit.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE (S)



RECORDED 6/23/2006 AT 04:48 PM REC# 1475479 BK# 1062 PG# 0796  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 80 of 84

**EXHIBIT C pg8 of 12**

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 177

ISSUED IN ROCK SPRINGS, WYOMING ON APRIL 24, 2006

APPLICANT:  
OUR VENTURES, LLC  
2221 WESTVIEW  
ROCK SPRINGS, WY 82901

BENEFICIARY:  
BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY COURTHOUSE  
GREEN RIVER, WY 82935

ADVISING BANK:  
ROCKY MOUNTAIN BANK  
2515 FOOTHILL BLVD.  
ROCK SPRINGS, WY 82901

AMOUNT: USED \*\*\*\$25,000.00\*\*\*  
TWENTY FIVE THOUSAND  
AND ZERO CENTS

DATE AND PLACE OF EXPIRY:  
Date : SEPTEMBER 23, 2007  
ROCK SPRINGS, WY

We hereby issue in your favor this documentary credit which is available by payment of your draft(s) drawn on us at sight bearing the number of this Letter of Credit accompanied by the following documents:

1. Your signed statement reading precisely as follows:

"We certify that the Sweetwater County represents and warrants that OUR VENTURES, LLC has neglected, failed or refused to comply with the rules and regulations established by Sweetwater County for the development of a residential subdivision known as the Indian Knolls Estates and is in default by their failure to complete or correct items as outlined in their construction cost estimate and plans accepted by the county. We also certify that this drawing covers only those items that have not been completed or corrected as required"

2. This original Letter of Credit.

Partial releases may be effected at our receipt of your signed letter referencing this letter of credit number stating the amount to be released and that balance to be retained. For information purposes only, the breakdown of costs associated with this project are as follows:

**125% of GAS UTILITY CONSTRUCTION      \$25,000.00**

This Letter of Credit shall be governed by the laws of the State of Wyoming and, to the extent that it is not inconsistent with Wyoming Law, by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500. This letter of credit will not go into effect until final plat approval is received from the Board of County Commissioners for Sweetwater County, WY and management of Rocky Mountain Bank.

PARTIAL DRAWINGS PERMITTED.

MULTIPLE DRAWINGS PERMITTED

We herby agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented (together with the documents as specified) at our office on or before the expiry date of this credit.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE (S)





IRREVOCABLE STANDBY LETTER OF CREDIT NO. 178

ISSUED IN ROCK SPRINGS, WYOMING ON APRIL 24, 2006

APPLICANT:  
OUR VENTURES, LLC  
2221 WESTVIEW  
ROCK SPRINGS, WY 82901

BENEFICIARY:  
BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY COURTHOUSE  
GREEN RIVER, WY 82935

ADVISING BANK:  
ROCKY MOUNTAIN BANK  
2515 FOOTHILL BLVD.  
ROCK SPRINGS, WY 82901

AMOUNT: USED \*\*\*\$14,919.14\*\*\*  
FOURTEEN THOUSAND  
NINE HUNDRED NINETEEN DOLLARS  
AND FOURTEEN CENTS

DATE AND PLACE OF EXPIRY:  
Date : SEPTEMBER 23, 2007  
ROCK SPRINGS, WY

We hereby issue in your favor this documentary credit which is available by payment of your draft(s) drawn on us at sight bearing the number of this Letter of Credit accompanied by the following documents:

1. Your signed statement reading precisely as follows:

"We certify that the Sweetwater County represents and warrants that OUR VENTURES, LLC has neglected, failed or refused to comply with the rules and regulations established by Sweetwater County for the development of a residential subdivision known as the Indian Knolls Estates and is in default by their failure to complete or correct items as outlined in their construction cost estimate and plans accepted by the county. We also certify that this drawing covers only those items that have not been completed or corrected as required"

2. This original Letter of Credit.

Partial releases may be effected at our receipt of your signed letter referencing this letter of credit number stating the amount to be released and that balance to be retained. For information purposes only, the breakdown of costs associated with this project are as follows:


**125% of MAINTANENCE AND REPAIR                      \$14,919.14**


This Letter of Credit shall be governed by the laws of the State of Wyoming and, to the extent that it is not inconsistent with Wyoming Law, by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500. This letter of credit will not go into effect until final plat approval is received from the Board of County Commissioners for Sweetwater County, WY and management of Rocky Mountain Bank.

PARTIAL DRAWINGS PERMITTED.

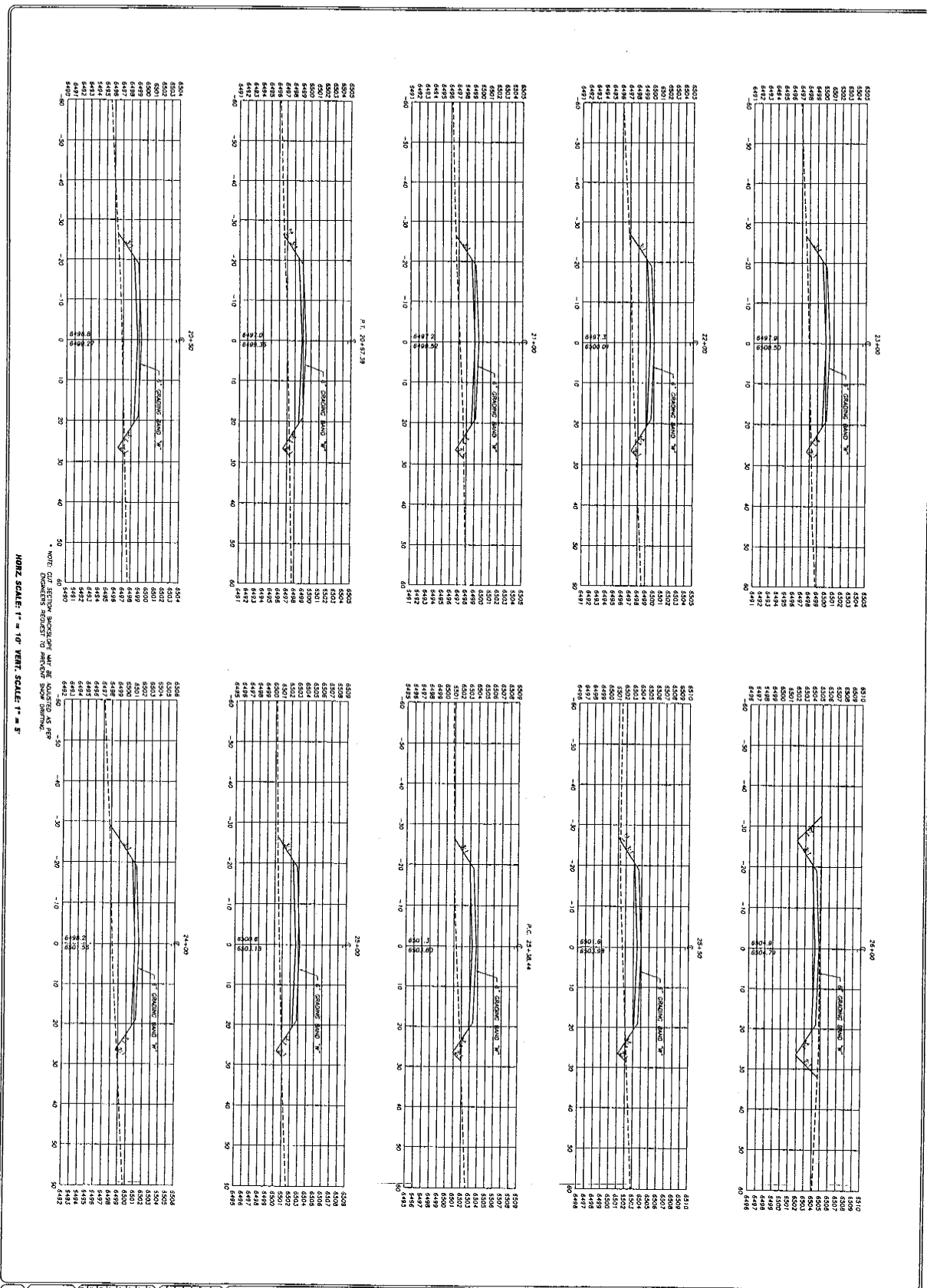
MULTIPLE DRAWINGS PERMITTED

We hereby agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented (together with the documents as specified) at our office on or before the expiry date of this credit.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE (S)

  
RECORDED 6/23/2006 AT 04:40 PM REC# 1475479 BK# 1062 PG# 0900  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 84 of 84

**EXHIBIT C** pg 12 of 12



HORIZ. SCALE: 1" = 10' VERT. SCALE: 1" = 5'

\* NOTE: ALL ELEVATIONS ARE IN FEET

\* NOTE: ALL ELEVATIONS ARE IN FEET

**CONSTRUCTION PLANS**  
**INDIAN KNOLLS ESTATES SUBDIVISION**  
**PART of the SW1/4 of SECTION 33**  
**T20N, R105W, 6th P.M.**  
**SWEETWATER COUNTY, WYOMING**

**DESIGN**  
**DESIGNER**  
**DATE**  
**BY**  
**CHECKED**  
**APPROVED**

HUTTA ENGINEERING & SURVEYING, INC.  
 1000 COMMERCIAL WAY  
 SWEETWATER, WY 82401  
 PHONE: 307-762-5555  
 FAX: 307-762-5556  
 E-MAIL: hutta@huttaengineering.com

