



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- ☒ Public Works/Engineering
- ☒ Building
- ☐ Title Company
- ☒ Town Attorney
- ☒ Police

Joint Town/County

- ☒ Parks and Recreation
- ☒ Pathways
- ☒ Housing Department

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☐ Surveyor- *Nelson*
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

State of Wyoming

- ☐ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1
- ☐ Game and Fish
- ☐ DEQ

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts

- ☒ START
- ☒ Jackson Hole Fire/EMS
- ☐ Irrigation Company

<p>Date: October 2, 2023</p> <p>Item #: P23-172</p> <p>Planner: Tyler Valentine</p> <p>Phone: 733-0440 ext. 1305</p> <p>Email: tvalentine@jacksonwy.gov</p> <p>Owners: BEAVER SLIDE LLC PO Box 2812 Jackson, WY 83001</p> <p>Applicant: Jorgensen Engineering Mila Dunbar-Irwin PO Box 9550 Jackson WY, 83002</p>	<p>REQUESTS:</p> <p>The applicant is submitting a request for a sketch plan Pre-Application Conference for Central Wyoming College located at unaddressed parcel PIDN 22-40-16-06-3-00-019</p> <p>For questions, please call Tyler Valentine at 307-733-0440 x1305, or email to the address shown to the left. Thank you.</p>
<p>Please respond by: October 23, 2023 (with Comments)</p>	

RESPONSE: For Departments not using SmartGov, please send responses via email to: planning@jacksonwy.gov



JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

September 21, 2023

Tyler Valentine
Town of Jackson Planning and Building
Jackson, WY 83001

-Electronic Delivery-

RE: Pre-application Conference Request – Sketch Plan for Central Wyoming College Jackson Center

Dear Mr. Valentine,

Enclosed you will find the necessary materials for a Pre-Application Conference Request for a Sketch Plan for the Central Wyoming College (CWC) Jackson Center. The nature of the proposal is to develop a dedicated CWC campus on their High School Rd parcel (PIDN: 22-40-16-06-3-00-019) which was approved to be annexed into the Town of Jackson on September 18th, 2023, and is zoned Public/Semi-Public. The proposed campus will be a 20,582sf one-story building housing educational space for culinary arts, nursing, and science programs, as well as administration offices, computer classrooms, and meeting rooms.

As per conversations with Town and County staff, there will be space reserved for a bus stop at the new entrance road, pedestrian improvements planned for access to the existing bus stop across High School Road, electric bike and car chargers, and space for bike-sharing. All lights will be dark sky compliant. Water, sewer, and power are all available close by in High School Rd and proposed connections are shown in the accompanying site plan. Fiber internet will be made available as well. Please note that a few elements of the site plan – namely the fence, the screening trees, and the irrigation ditch plan – are due to the CCR requirements agreed to when the property was purchased. A copy of the CCRs is included with this application for reference if needed.

We are looking forward to working with the Town of Jackson on this application and await your review.

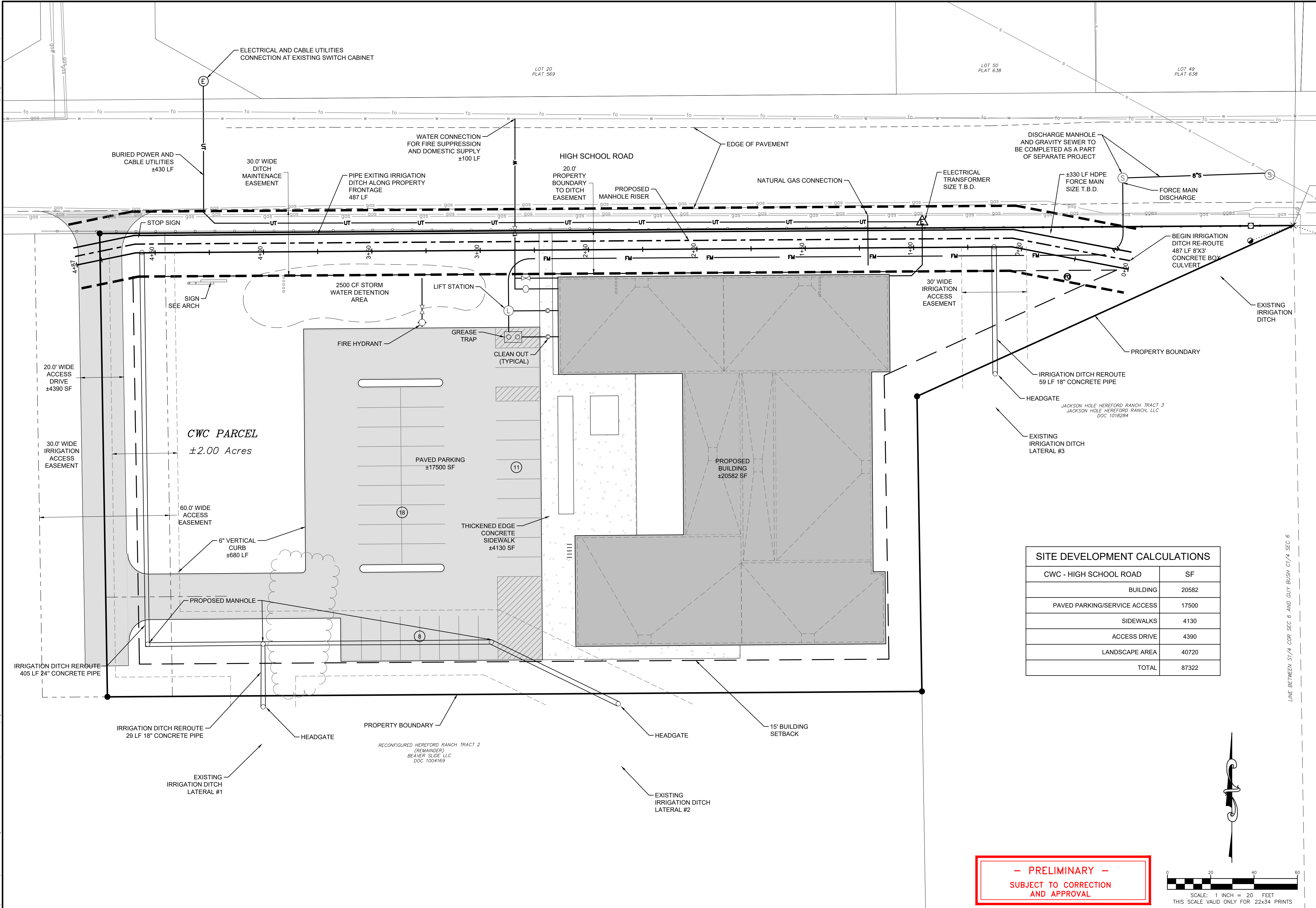
Please find included with this application:

- Pre-Application Conference Request Form
- Conceptual Site Plan
- Letter of Authorization
- Warranty Deed
- CCRs for the property
- Ditch Report

Sincerely,
JORGENSEN ASSOCIATES

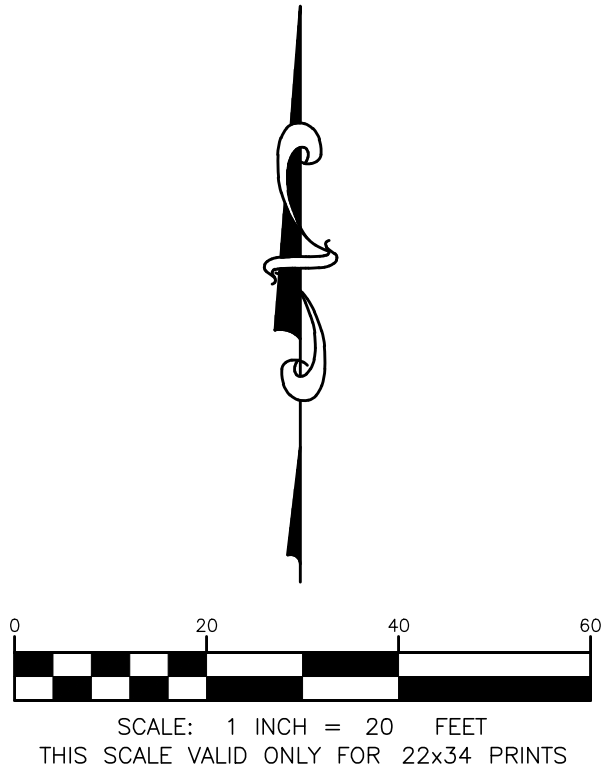
Mila Dunbar-Irwin
Deputy Planning Manager

Ver: 0.0
Project by Esq: jorgensen on Sep 25, 2023 - 4:55pm
\\jc-464\dwg\proj\222070\CWC-High School Reconfig\CAD\2023 - CIVIL SITE\IRRIGATION DITCH.dwg



SITE DEVELOPMENT CALCULATIONS	
CWC - HIGH SCHOOL ROAD	SF
BUILDING	20582
PAVED PARKING/SERVICE ACCESS	17500
SIDEWALKS	4130
ACCESS DRIVE	4390
LANDSCAPE AREA	40720
TOTAL	87322

- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL



JORGENSEN
JACKSON, WYOMING
307.733.6150
www.jorgeng.com

PROJECT TITLE:
CENTRAL WYOMING COLLEGE
HIGH SCHOOL ROAD PARCEL
TETON COUNTY, WYOMING

SHEET TITLE:
SITE PLAN
PROPOSED IRRIGATION

DRAFTED BY:	ES
REVIEWED BY:	
PLAN VERSION	DATE
	9/25/2023
PROJECT NUMBER	22070
SHEET	--

Wyoming Title & Escrow - Jackson
1110 Maple Way
Jackson, Wyoming 83001

GRANTOR: BEAVER SLIDE LLC
GRANTEE: FREMONT COUNTY COMMUNITY COLLEGE
Doc 1053789 Filed At 16:44 ON 02/06/23
Maureen Murphy Teton County Clerk fees: 18.00
By Corrina Dorman Deputy Clerk

SPECIAL WARRANTY DEED

As of February 3, 2023, **BEAVER SLIDE LLC**, a Wyoming close limited liability company, GRANTOR, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEYS AND SPECIALLY WARRANTS against all who claim by, through or under the Grantor, but none other, to **Fremont County Community College District d/b/a Central Wyoming College**, GRANTEE, whose mailing address is 2660 Peck Avenue, MAIN HALL 104C, Riverton, WY, 82501, the real estate described in the attached Exhibit A, situated in the County of Teton, State of Wyoming, together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging; subject to all covenants, conditions, restrictions, easements, encumbrances, reservations, and rights-of-way of record or that would be shown by an accurate survey, and taxes not yet due and payable. Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WITNESS the due execution and delivery of this Special Warranty Deed as of the date first set forth above.

BEAVER SLIDE LLC, a Wyoming close limited liability company

By: Kelly D. Lockhart
Name: Kelly D. Lockhart
Its: Manager

STATE OF Wyoming)
COUNTY OF Teton) ss

This instrument was acknowledged before me on this 3 day of February, 2023 by Kelly D. Lockhart, as Manager of BEAVER SLIDE LLC, a Wyoming close limited liability company.

Jeremy J. Gosinski
Notary Public
My Commission Expires: _____

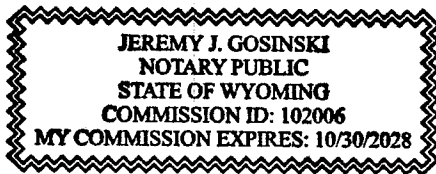


EXHIBIT A

to

SPECIAL WARRANTY DEED

A parcel of land lying within the NE1/4SW1/4 and SE1/4NW1/4 of Section 6, T.40N., R.116W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the Guy Bush position for the center one-quarter corner of said Section 6 as shown on map T-313A on file in the Office of the Clerk of Teton County, Wyoming;

THENCE S65°36'03"W, 190.75 feet, along the westerly line of Jackson Hole Hereford Ranch Tract 3 as described in that Quitclaim Deed recorded as doc. no.1018284 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S00°57'16"E, 136.17 feet, continuing along said westerly line to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S89°37'02"W, 375.87 feet, parallel with that boundary agreement line set forth in doc. no. 0248124 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N00°57'16"W, 213.81 feet, parallel with said westerly line of Jackson Hole Hereford Ranch Tract 3 to a point of intersection with said boundary agreement line, marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N89°37'02"E, 550.88 feet, along said boundary agreement line to the Point of Beginning.

Said parcel encompasses 2.00 acres, more or less.

The basis of bearings for this description is N00°04'18"W along the west line of said Section 6.

20417132_v3

TMP 006057

MEMORANDUM

TO: Willie Noseep, Central Wyoming College
FROM: Patrick Davies, PE; Ella Spagnuolo, EI
DATE: 9/7/2023
SUBJECT: Central Wyoming College's Jackson Outreach Center Irrigation Ditch Re-Route Analysis
CC: Mila Dunbar-Irwin
PROJECT NO: 22070

1. Introduction

An analysis was performed to quantify the capacities of the existing irrigation ditches and laterals on the proposed Central Wyoming College's (CWC) Jackson Outreach Center to develop a proposed plan to re-route the irrigation ditches within the proposed site plan for the CWC development. Development of the site will require the irrigation ditch along the north frontage of the property be replaced by a box culvert, and that the three existing laterals be piped and rerouted within the proposed building site to maintain flow to the adjacent irrigation ditches and laterals.

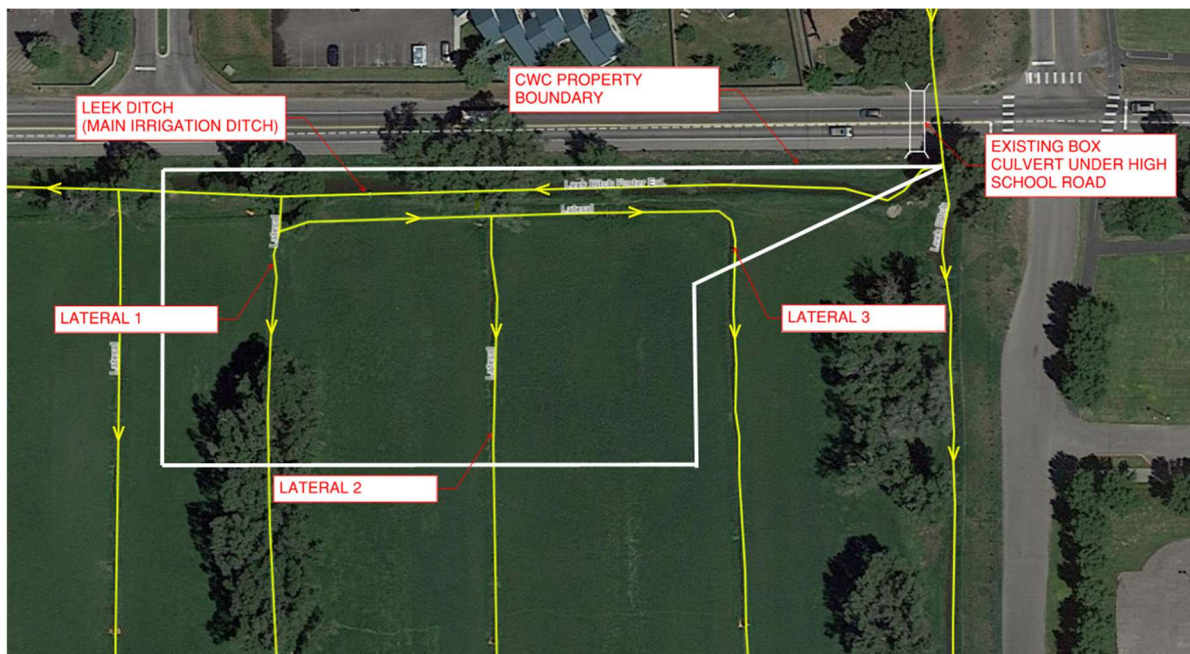


Figure 1. Site boundary, main ditch, and existing laterals

Flow capacities for the specified ditches were quantified using Manning's equation for open channel flow. Discharge capacity was calculated at the maximum water surface elevation each ditch could contain before

overflowing. A box culvert and pipes were then sized according to the calculated discharge capacities and proposed invert elevations.

2. Analysis

A series of profiles on the main ditch were developed along the existing irrigation ditches and laterals based on Jorgensen survey data. These profiles were used to calculate the maximum capacity of the irrigation ditches and laterals. A second analysis was performed on the existing box culvert running north to south under High School Road to confirm the calculated discharge of the main ditch was supported by upstream sections. The topography at the inlet and outlet of the box culvert was surveyed along with existing high-water conditions and high-water level stains.

2.1 Methods

Discharge analyses were completed using Manning's equation for open channel flow to quantify existing discharge capacities of the main irrigation ditch and the irrigation laterals. These discharge capacities were used to size a box culvert for the main ditch and pipes for rerouting of the laterals.

2.2 Calculation Assumptions

2.2.1 Main Irrigation Ditch

The slope of the main irrigation ditch was calculated for the length of the ditch from Middle School Road to South Park Loop Road. The slope was calculated from a section of the ditch larger than that within the property boundary to capture a more accurate representation of ditch slope along the entire frontage.

- Slope = 0.1%

The roughness coefficients for the channel sides and bottom were observed as follows, based on the site's existing conditions:

- Channel-bottom roughness coefficient = 0.05 (natural channel, stony)
- Channel-side roughness coefficient = 0.045 (natural channel, weedy)



Figure 2. Existing main & lateral channel conditions

2.2.2 Box Culvert Under High School Road

The conditions of the box culvert running under High School Road were determined to be as follows, based on the site's existing conditions:

- Length = 44.46 feet
- Slope = 0.8%
- Channel-bottom roughness coefficient = 0.05 (natural stream, stony notes)
- Channel-sides roughness coefficient = 0.013 (concrete)



Figure 3. Box culvert inlet

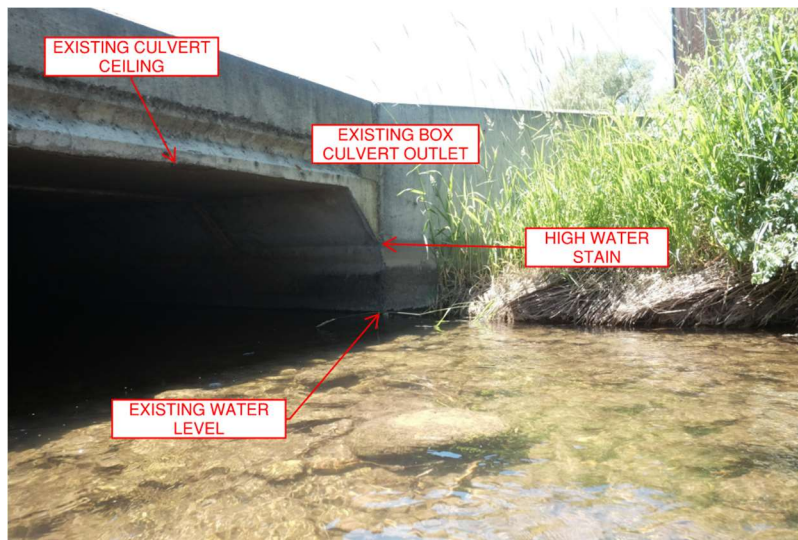


Figure 4. Box culvert outlet with existing water level



Figure 5. View of box culvert from outlet

2.2.3 Irrigation Ditch Laterals

The slope of the laterals was calculated for the section of each lateral within the CWC property.

Lateral	Length	Slope
1	171 ft	0.4%
2	171 ft	0.4%
3	34 ft	0.7%

Table 1. Laterals and corresponding slope

The channel's roughness coefficients were observed as follows, based on the sites existing conditions:

- Channel-bottom roughness coefficient = 0.05 (natural channel, stony)
- Channel-side roughness coefficient = 0.045 (natural channel, weedy)



Figure 6. Existing lateral conditions

2.2.4 Box Culvert & Pipe Elevations

The table below shows the proposed box culvert and pipe invert elevations.

Section	Inlet Elevation (ft)	Outlet Elevation (ft)	Length (ft)	Slope
Box Culvert	6112.51	6112.46	487	0.01%
Pipe to Lateral 1	6111.81	6111.55	29	0.89%
Pipe to Lateral 2	6112.47	6111.31	405	0.29%
Pipe to Lateral 3	6112.51	6112.19	59	0.55%

Table 2. Proposed slope, inlet, and outlet elevations of pipe, and culvert features

3. Results

3.1 Main Irrigation Ditch

Of the ditch profiles observed, the largest flow capacity of the main ditch was found to be 23.77 cubic feet per second (cfs). The surveyed profile and maximum water surface elevation for this section is shown below.

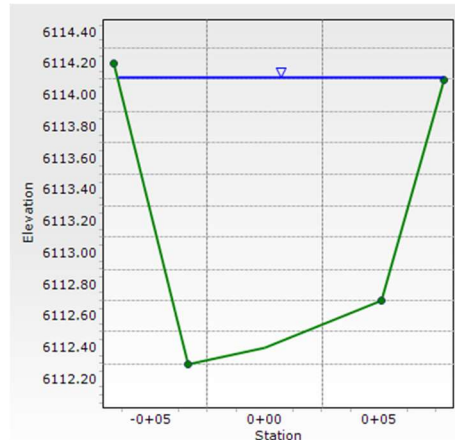


Figure 1. Profile and maximum water surface elevation

3.2 Box Culvert

The box culvert analysis showed that the culvert upstream of the CWC site can contain 102.35 cfs at full capacity. At this discharge, the water depth was calculated to be 2.8 feet, at a velocity of 4.32 ft/s.

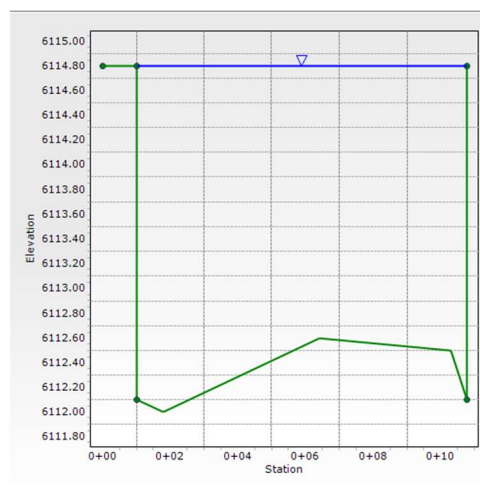


Figure 2. Box culvert inlet profile and maximum water surface elevation

3.3 Irrigation Ditch Laterals

Using Jorgensen survey data, a maximum discharge was calculated for each of the three existing laterals on the site.

Lateral 1

Maximum discharge capacity = 5.08 cfs

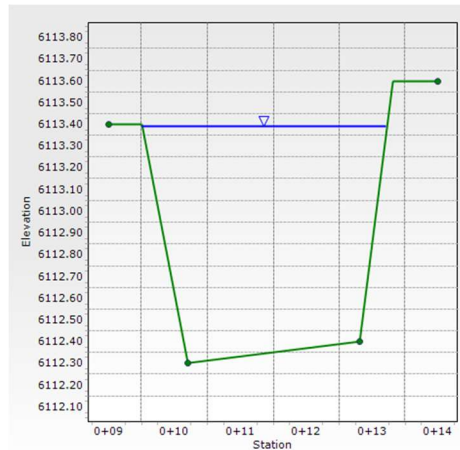


Figure 3. Profile and maximum water surface elevation on lateral 1

Lateral 2

Maximum discharge capacity = 6.13 cfs

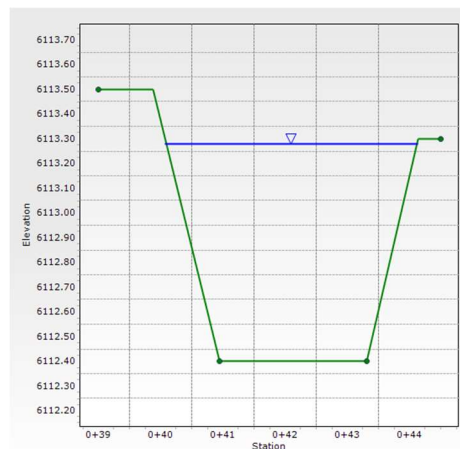


Figure 4. Profile and maximum water surface elevation on lateral 2

Lateral 3

Maximum discharge capacity = 5.14 cfs

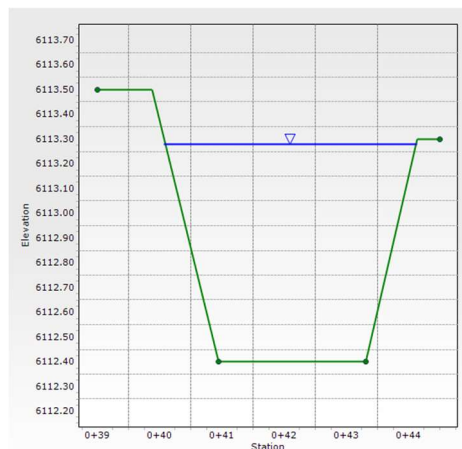


Figure 5. Profile and maximum water surface elevation on lateral 3

3.4 Results Summary

<u>Feature</u>	<u>Maximum Calculated Discharge Capacity</u>
Main Ditch	23.77 cfs
Lateral 1	5.08 cfs
Lateral 2	6.13 cfs
Lateral 3	5.14 cfs

Table 3. Profile and maximum water surface elevation on lateral 3

4. Recommendations

Based on the calculated maximum discharge capacity of 23.77 cfs for the main ditch, it is recommended that a box culvert of dimension 3ft x 8ft be used to replace the irrigation ditch at the northern end of the property. A box culvert of this size at the proposed slope will support a discharge of 26.23 cfs at full flow capacity. Based on the proposed rerouting for pipes to laterals 1, 2 and 3, it is recommended that a pipe of 24-inch diameter be used for supplying flow to laterals 1 and 2, where from the intersection to lateral 1 to the headgate at lateral 1 an 18-inch diameter pipe be used. These pipes will support a maximum discharge of 12.18 cfs in the 24-inch pipe and 9.91 cfs in the 18-inch pipe. It's recommended that 18-inch diameter pipe be used for lateral 3, which will support a maximum discharge of 7.79 cfs. The box culvert running under High school Road was shown to support a discharge of 102.35 cfs at full capacity. The capacity of this upstream culvert was calculated to confirm that the calculated discharges in downstream sections can be contained by the culvert. At the outlet of the culvert, Leek Ditch splits into two main ditches flowing west and south. The ditch flowing to the west is analyzed as the main ditch in this report, as it supplies flows to the three laterals on the property (Figure 1).

5. Conclusion

The discharge analyses performed on the irrigation ditches discussed in this report show that the development of the proposed CWC Jackson Campus site will require a rerouting of the main ditch along High School Road and installation of a box culvert for this ditch. In addition, rerouting and pipe installation for the three existing irrigation laterals running north to south from the specified main ditch will be required. Existing discharge capacities are shown to be supported by the recommended box culvert and pipe sizes. Preliminary plans of the proposed irrigation ditch rerouting have been attached to this memo for review. The pipe is proposed to be reinforced concrete pipe (RCP) as per the requirements of the CCRs. Please note that the final design of the proposed irrigation re-routing may be modified, but final plans will be provided for final review and approval at that time.

6. Appendix

6.1 Main Ditch

Main Ditch - 5+50.00			
Project Description			
Friction Method	Manning Formula		
Solve For	Discharge		
Input Data			
Channel Slope	0.001 ft/ft		
Normal Depth	22.0 in		
Section Definitions			
Station (ft)		Elevation (ft)	
	-0+07		6,114.23
	-0+03		6,112.28
	0+00		6,112.44
	0+05		6,112.68
	0+08		6,114.11
Roughness Segment Definitions			
Start Station	Ending Station	Roughness Coefficient	
(-0+07, 6,114.23)	(-0+03, 6,112.28)	0.045	
(-0+03, 6,112.28)	(0+05, 6,112.68)	0.050	
(0+05, 6,112.68)	(0+08, 6,114.11)	0.045	
Options			
Current Roughness Weighted Method	Pavlovski's Method		
Open Channel Weighting Method	Pavlovski's Method		
Closed Channel Weighting Method	Pavlovski's Method		
Results			
Discharge	23.77 cfs		
Roughness Coefficient	0.048		
Elevation Range	6,112.3 to 6,114.2 ft		
Flow Area	18.5 ft ²		
Wetted Perimeter	15.1 ft		
Hydraulic Radius	14.7 in		
Top Width	14.25 ft		
Normal Depth	22.0 in		
Critical Depth	9.5 in		
Critical Slope	0.043 ft/ft		
Velocity	1.28 ft/s		
Velocity Head	0.03 ft		
Specific Energy	1.86 ft		
Froude Number	0.198		
FlowMaster.fm8 8/22/2023	Bentley Systems, Inc. Haestad Methods Solution Center 27 Siemon Company Drive Suite 200 W Watertown, CT 06795 USA +1-203-755-1666		FlowMaster [10.03.00.03] Page 1 of 2

Main Ditch - 5+50.00

Results	
Flow Type	Subcritical
GVF Input Data	
Downstream Depth	0.0 in
Length	0.0 ft
Number Of Steps	0
GVF Output Data	
Upstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Downstream Velocity	0.00 ft/s
Upstream Velocity	0.00 ft/s
Normal Depth	22.0 in
Critical Depth	9.5 in
Channel Slope	0.001 ft/ft
Critical Slope	0.043 ft/ft

6.2 Existing Box Culvert

Existing Box Culvert			
Project Description			
Friction Method	Manning Formula		
Solve For	Discharge		
Input Data			
Channel Slope	0.008 ft/ft		
Normal Depth	33.6 in		
Section Definitions			
Station (ft)	Elevation (ft)		
	0+00	6,114.80	
	0+01	6,114.80	
	0+01	6,112.10	
	0+02	6,112.00	
	0+06	6,112.60	
	0+10	6,112.50	
	0+11	6,112.10	
	0+11	6,114.80	
Roughness Segment Definitions			
Start Station	Ending Station	Roughness Coefficient	
(0+00, 6,114.80)	(0+01, 6,114.80)	0.013	
(0+01, 6,114.80)	(0+01, 6,112.10)	0.013	
(0+01, 6,112.10)	(0+11, 6,112.10)	0.050	
(0+11, 6,112.10)	(0+11, 6,114.80)	0.013	
Options			
Current Roughness Weighted Method	Pavlovskii's Method		
Open Channel Weighting Method	Pavlovskii's Method		
Closed Channel Weighting Method	Pavlovskii's Method		
Results			
Discharge	102.35 cfs		
Roughness Coefficient	0.041		
Elevation Range	6,112.0 to 6,114.8 ft		
Flow Area	23.7 ft ²		
Wetted Perimeter	15.4 ft		
Hydraulic Radius	18.5 in		
Top Width	9.78 ft		
Normal Depth	33.6 in		
Critical Depth	22.6 in		
Critical Slope	0.033 ft/ft		
22070_Box Culvert - Open Channel Analysis.fms 8/22/2023		Bentley Systems, Inc. Haestad Methods Solution Center 27 Siemon Company Drive Suite 200 W Watertown, CT 06795 USA +1-203-755-1666	
		FlowMaster [10.03.00.03] Page 1 of 2	

Existing Box Culvert

Results

Velocity	4.32 ft/s
Velocity Head	0.29 ft
Specific Energy	3.09 ft
Froude Number	0.490
Flow Type	Subcritical

GVF Input Data

Upstream Depth	30.0 in
Length	44.5 ft
Number Of Steps	0

GVF Output Data

Downstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Downstream Velocity	0.00 ft/s
Upstream Velocity	0.00 ft/s
Normal Depth	33.6 in
Critical Depth	22.6 in
Channel Slope	0.008 ft/ft
Critical Slope	0.033 ft/ft

6.3 Lateral 1

Lateral 1			
Project Description			
Friction Method	Manning Formula		
Solve For	Discharge		
Input Data			
Channel Slope	0.004 ft/ft		
Normal Depth	13.3 in		
Section Definitions			
Station (ft)	Elevation (ft)		
	0+09	6,113.39	
	0+10	6,113.39	
	0+10	6,112.29	
	0+13	6,112.37	
	0+13	6,113.65	
	0+14	6,113.65	
Roughness Segment Definitions			
Start Station	Ending Station	Roughness Coefficient	
(0+09, 6,113.39)	(0+10, 6,112.29)	0.045	
(0+10, 6,112.29)	(0+13, 6,112.37)	0.050	
(0+13, 6,112.37)	(0+14, 6,113.65)	0.045	
Options			
Current Roughness Weighted Method	Pavlovskii's Method		
Open Channel Weighting Method	Pavlovskii's Method		
Closed Channel Weighting Method	Pavlovskii's Method		
Results			
Discharge	5.08 cfs		
Roughness Coefficient	0.048		
Elevation Range	6,112.3 to 6,113.6 ft		
Flow Area	3.4 ft ²		
Wetted Perimeter	5.0 ft		
Hydraulic Radius	8.0 in		
Top Width	3.72 ft		
Normal Depth	13.3 in		
Critical Depth	6.2 in		
Critical Slope	0.055 ft/ft		
Velocity	1.51 ft/s		
Velocity Head	0.04 ft		
Specific Energy	1.14 ft		
22070_Irrigation Ditch Laterals - Open Channel.fms 8/22/2023	Bentley Systems, Inc. Haestad Methods Solution Center 27 Siemon Company Drive Suite 200 W Watertown, CT 06795 USA +1-203-755-1666		FlowMaster [10.03.00.03] Page 1 of 2

Lateral 1

Results

Froude Number	0.280
Flow Type	Subcritical

GVF Input Data

Downstream Depth	0.0 in
Length	0.0 ft
Number Of Steps	0

GVF Output Data

Upstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Downstream Velocity	0.00 ft/s
Upstream Velocity	0.00 ft/s
Normal Depth	13.3 in
Critical Depth	6.2 in
Channel Slope	0.004 ft/ft
Critical Slope	0.055 ft/ft

6.4 Lateral 2

Lateral 2			
Project Description			
Friction Method	Manning Formula		
Solve For	Discharge		
Input Data			
Channel Slope	0.004 ft/ft		
Normal Depth	10.8 in		
Section Definitions			
Station (ft)	Elevation (ft)		
0+64	6,113.29		
0+65	6,113.29		
0+66	6,112.18		
0+70	6,112.10		
0+71	6,113.01		
0+72	6,113.01		
Roughness Segment Definitions			
Start Station	Ending Station	Roughness Coefficient	
(0+64, 6,113.29)	(0+66, 6,112.18)	0.045	
(0+66, 6,112.18)	(0+70, 6,112.10)	0.050	
(0+70, 6,112.10)	(0+72, 6,113.01)	0.045	
Options			
Current Roughness Weighted Method	Pavlovskii's Method		
Open Channel Weighting Method	Pavlovskii's Method		
Closed Channel Weighting Method	Pavlovskii's Method		
Results			
Discharge	6.13 cfs		
Roughness Coefficient	0.048		
Elevation Range	6,112.1 to 6,113.3 ft		
Flow Area	4.2 ft ²		
Wetted Perimeter	6.5 ft		
Hydraulic Radius	7.8 in		
Top Width	5.84 ft		
Normal Depth	10.8 in		
Critical Depth	5.3 in		
Critical Slope	0.051 ft/ft		
Velocity	1.46 ft/s		
Velocity Head	0.03 ft		
Specific Energy	0.93 ft		
22070_Irrigation Ditch Laterals - Open Channel.fms 8/22/2023		Bentley Systems, Inc. Haestad Methods Solution Center 27 Siemon Company Drive Suite 200 W Watertown, CT 06795 USA +1-203-755-1666	
		FlowMaster [10.03.00.03] Page 1 of 2	

Lateral 2

Results

Froude Number	0.303
Flow Type	Subcritical

GVF Input Data

Downstream Depth	0.0 in
Length	0.0 ft
Number Of Steps	0

GVF Output Data

Upstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Downstream Velocity	0.00 ft/s
Upstream Velocity	0.00 ft/s
Normal Depth	10.8 in
Critical Depth	5.3 in
Channel Slope	0.004 ft/ft
Critical Slope	0.051 ft/ft

6.5 Lateral 3

Lateral 3			
Project Description			
Friction Method	Manning Formula		
Solve For	Discharge		
Input Data			
Channel Slope	0.007 ft/ft		
Normal Depth	11.0 in		
Section Definitions			
Station (ft)		Elevation (ft)	
	0+39		6,113.46
	0+40		6,113.46
	0+41		6,112.43
	0+43		6,112.38
	0+44		6,113.28
	0+45		6,113.28
Roughness Segment Definitions			
Start Station	Ending Station	Roughness Coefficient	
(0+39, 6,113.46)	(0+41, 6,112.43)	0.045	
(0+41, 6,112.43)	(0+43, 6,112.38)	0.050	
(0+43, 6,112.38)	(0+45, 6,113.28)	0.045	
Options			
Current Roughness Weighted Method	Pavlovski's Method		
Open Channel Weighting Method	Pavlovski's Method		
Closed Channel Weighting Method	Pavlovski's Method		
Results			
Discharge	5.14 cfs		
Roughness Coefficient	0.047		
Elevation Range	6,112.4 to 6,113.5 ft		
Flow Area	2.9 ft²		
Wetted Perimeter	5.2 ft		
Hydraulic Radius	6.7 in		
Top Width	4.46 ft		
Normal Depth	11.0 in		
Critical Depth	6.2 in		
Critical Slope	0.051 ft/ft		
Velocity	1.77 ft/s		
Velocity Head	0.05 ft		
Specific Energy	0.97 ft		
22070_Irrigation Ditch Laterals - Open Channel.fm8 8/22/2023		Bentley Systems, Inc. Haestad Methods Solution Center 27 Siemon Company Drive Suite 200 W Watertown, CT 06795 USA +1-203-755-1666	
		FlowMaster [10.03.00.03] Page 1 of 3	

Lateral 3

Results	
Froude Number	0.388
Flow Type	Subcritical
GVF Input Data	
Downstream Depth	0.0 in
Length	0.0 ft
Number Of Steps	0
GVF Output Data	
Upstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Downstream Velocity	0.00 ft/s
Upstream Velocity	0.00 ft/s
Normal Depth	11.0 in
Critical Depth	6.2 in
Channel Slope	0.007 ft/ft
Critical Slope	0.051 ft/ft

6.6 Proposed 3' X 8' Box Culvert

Solve For: Discharge					
Culvert Summary					
Allowable HW Elevation	6,115.51	ft	Headwater Depth/Height	0.75	
Computed Headwater Elevation	6,115.51	ft	Discharge	26.23	cfs
Inlet Control HW Elev.	6,115.46	ft	Tailwater Elevation	6,115.46	ft
Outlet Control HW Elev.	6,115.51	ft	Control Type	Outlet Control	
Grades					
Upstream Invert	6,112.51	ft	Downstream Invert	6,112.46	ft
Length	486.68	ft	Constructed Slope	0.000103	ft/ft
Hydraulic Profile					
Profile	M1		Depth, Downstream	3.00	ft
Slope Type	Mild		Normal Depth	2.23	ft
Flow Regime	Subcritical		Critical Depth	0.69	ft
Velocity Downstream	1.09	ft/s	Critical Slope	0.003443	ft/ft
Section					
Section Shape	Box		Mannings Coefficient	0.013	
Section Material	Concrete		Span	8.00	ft
Section Size	8 x 4 ft		Rise	4.00	ft
Number Sections	1				
Outlet Control Properties					
Outlet Control HW Elev.	6,115.51	ft	Upstream Velocity Head	0.02	ft
Ke	0.50		Entrance Loss	0.01	ft
Inlet Control Properties					
Inlet Control HW Elev.	6,115.46	ft	Flow Control	Unsubmerged	
Inlet Type	0° wingwall flares		Area Full	32.0	ft²
K	0.06100		HDS 5 Chart	8	
M	0.75000		HDS 5 Scale	3	
C	0.04230		Equation Form	1	
Y	0.82000				

6.7 Pipe from Intersection to Lateral 1

Pipe from Intersection to Lateral 1	
Project Description	
Friction Method	Manning
	Formula
Solve For	Discharge
Input Data	
Roughness Coefficient	0.013
Channel Slope	0.009 ft/ft
Normal Depth	18.0 in
Diameter	18.0 in
Results	
Discharge	9.91 cfs
Flow Area	1.8 ft ²
Wetted Perimeter	4.7 ft
Hydraulic Radius	4.5 in
Top Width	0.00 ft
Critical Depth	14.6 in
Percent Full	100.0 %
Critical Slope	0.009 ft/ft
Velocity	5.61 ft/s
Velocity Head	0.49 ft
Specific Energy	1.99 ft
Froude Number	(N/A)
Maximum Discharge	10.66 cfs
Discharge Full	9.91 cfs
Slope Full	0.009 ft/ft
Flow Type	Supercritical
GVF Input Data	
Downstream Depth	0.0 in
Length	0.0 ft
Number Of Steps	0
GVF Output Data	
Upstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Average End Depth Over Rise	0.0 %
Normal Depth Over Rise	75.0 %
Downstream Velocity	Infinity ft/s
Upstream Velocity	Infinity ft/s
Normal Depth	18.0 in
Critical Depth	14.6 in
Channel Slope	0.009 ft/ft
Critical Slope	0.009 ft/ft
<div> <div>22070 Pipe to Laterals Analysis.fm8 8/22/2023</div> <div> Bentley Systems, Inc. Haestad Methods Solution Center 27 Siemon Company Drive Suite 200 W Watertown, CT 06795 USA +1-203-755-1666 </div> <div> FlowMaster [10.03.00.03] Page 1 of 1 </div> </div>	

6.8 Pipe to Lateral 2

Pipe to Lateral 2	
Project Description	
Friction Method	Manning Formula
Solve For	Discharge
Input Data	
Roughness Coefficient	0.013
Channel Slope	0.003 ft/ft
Normal Depth	24.0 in
Diameter	24.0 in
Results	
Discharge	12.18 cfs
Flow Area	3.1 ft ²
Wetted Perimeter	6.3 ft
Hydraulic Radius	6.0 in
Top Width	0.00 ft
Critical Depth	15.1 in
Percent Full	100.0 %
Critical Slope	0.006 ft/ft
Velocity	3.88 ft/s
Velocity Head	0.23 ft
Specific Energy	2.23 ft
Froude Number	(N/A)
Maximum Discharge	13.10 cfs
Discharge Full	12.18 cfs
Slope Full	0.003 ft/ft
Flow Type	Subcritical
GVF Input Data	
Downstream Depth	0.0 in
Length	0.0 ft
Number Of Steps	0
GVF Output Data	
Upstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Average End Depth Over Rise	0.0 %
Normal Depth Over Rise	0.0 %
Downstream Velocity	0.00 ft/s
Upstream Velocity	0.00 ft/s
Normal Depth	24.0 in
Critical Depth	15.1 in
Channel Slope	0.003 ft/ft
Critical Slope	0.006 ft/ft

22070 Pipe to Laterals Analysis.fm8
8/22/2023

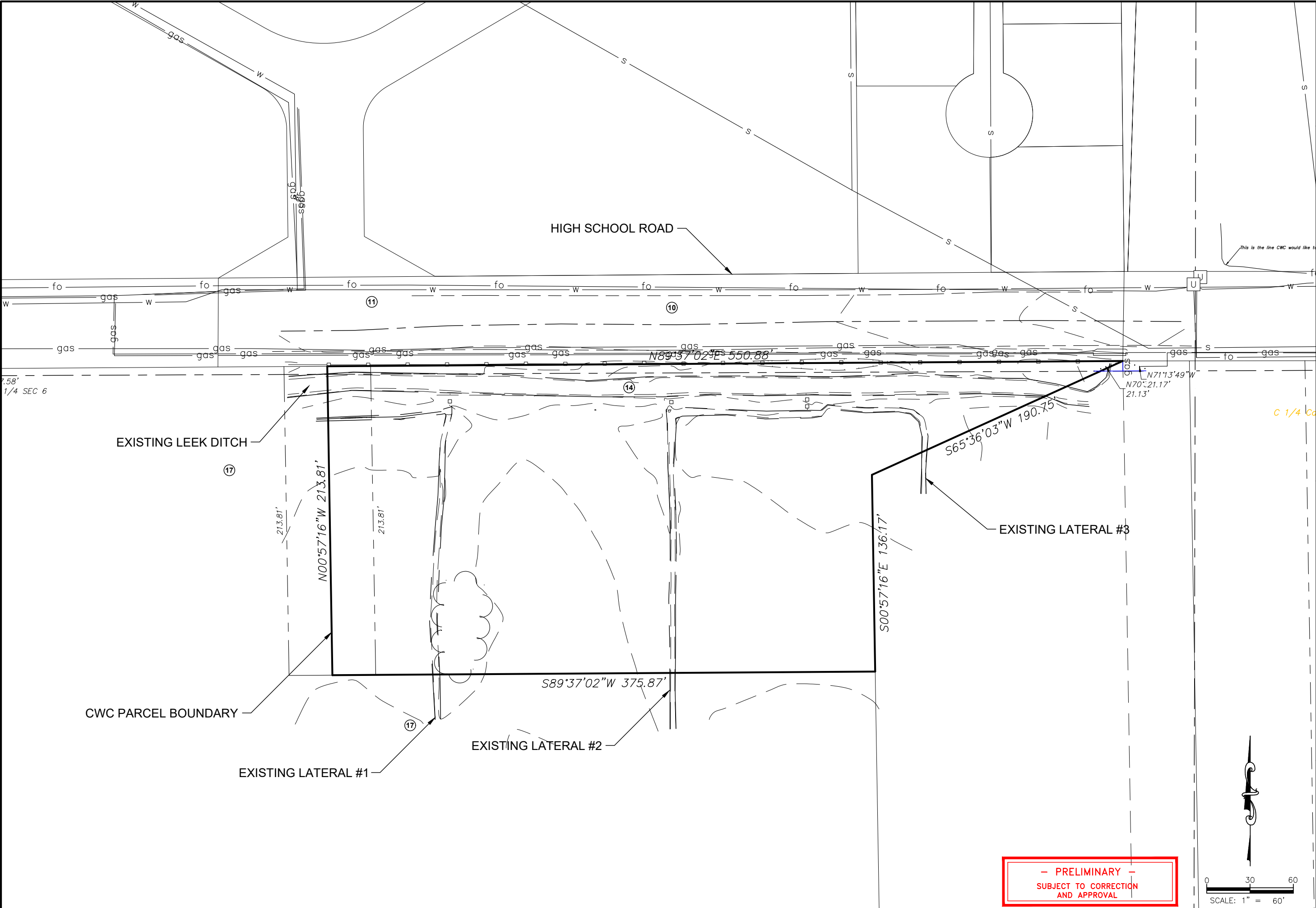
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FlowMaster
[10.03.00.03]
Page 1 of 1

6.9 Pipe to Lateral 3

Pipe to Lateral 3	
Project Description	
Friction Method	Manning
Solve For	Formula
	Discharge
Input Data	
Roughness Coefficient	0.013
Channel Slope	0.006 ft/ft
Normal Depth	18.0 in
Diameter	18.0 in
Results	
Discharge	7.79 cfs
Flow Area	1.8 ft ²
Wetted Perimeter	4.7 ft
Hydraulic Radius	4.5 in
Top Width	0.00 ft
Critical Depth	13.0 in
Percent Full	100.0 %
Critical Slope	0.007 ft/ft
Velocity	4.41 ft/s
Velocity Head	0.30 ft
Specific Energy	1.80 ft
Froude Number	(N/A)
Maximum Discharge	8.38 cfs
Discharge Full	7.79 cfs
Slope Full	0.006 ft/ft
Flow Type	Subcritical
GVF Input Data	
Downstream Depth	0.0 in
Length	0.0 ft
Number Of Steps	0
GVF Output Data	
Upstream Depth	0.0 in
Profile Description	N/A
Profile Headloss	0.00 ft
Average End Depth Over Rise	0.0 %
Normal Depth Over Rise	32.3 %
Downstream Velocity	Infinity ft/s
Upstream Velocity	Infinity ft/s
Normal Depth	18.0 in
Critical Depth	13.0 in
Channel Slope	0.006 ft/ft
Critical Slope	0.007 ft/ft
<div> <div>22070 Pipe to Laterals Analysis.fm8 8/22/2023</div> <div> Bentley Systems, Inc. Haestad Methods Solution Center 27 Siemon Company Drive Suite 200 W Watertown, CT 06795 USA +1-203-755-1666 </div> <div> FlowMaster [10.03.00.03] Page 1 of 1 </div> </div>	

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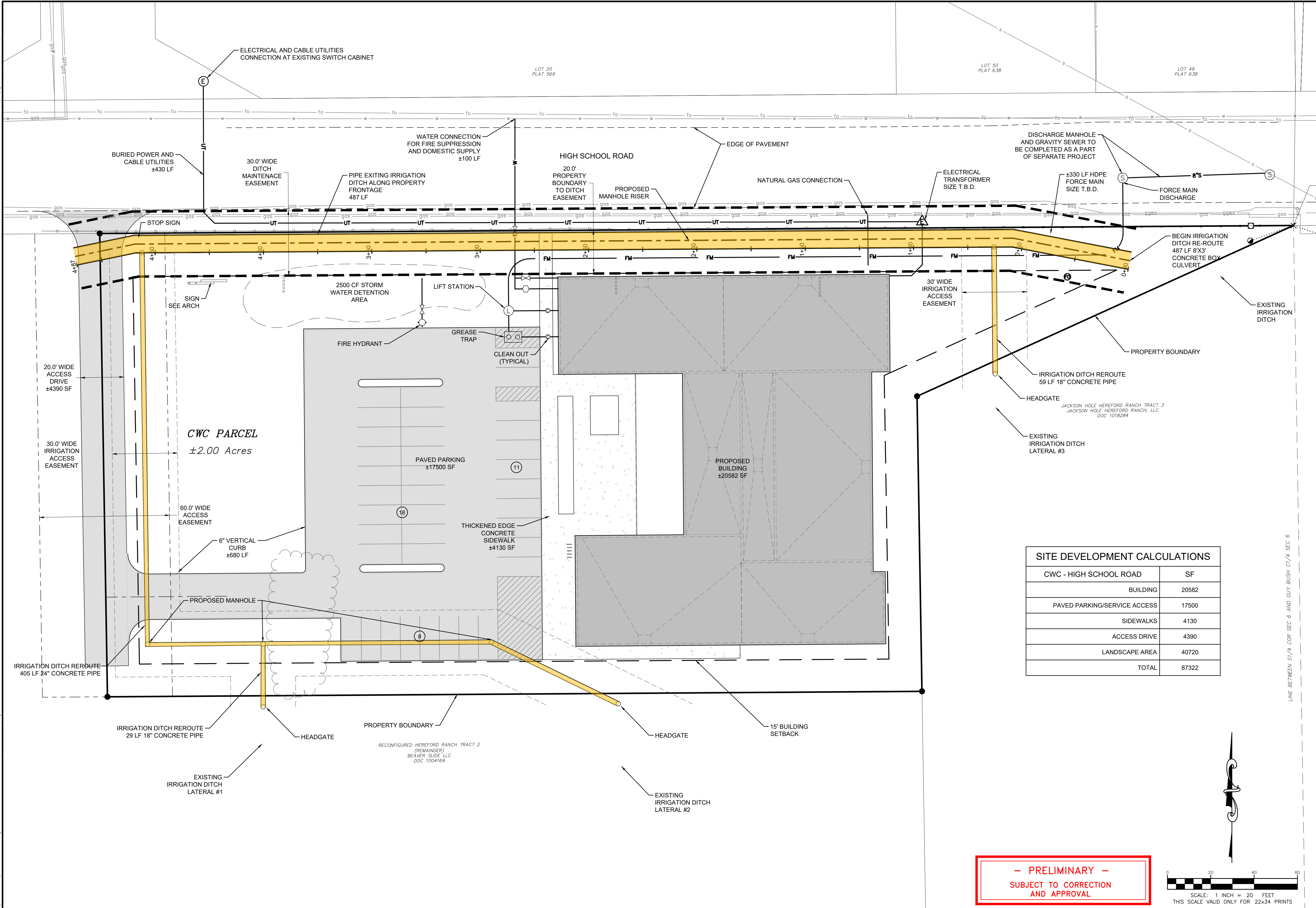


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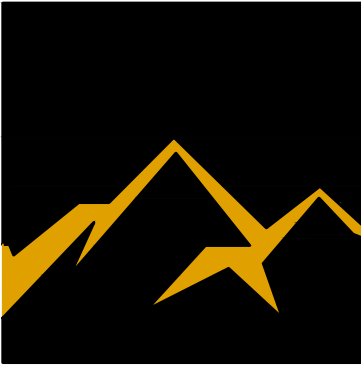
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HIGH SCHOOL ROAD PARCEL
TETON COUNTY, WYOMING

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REVIEWED BY:	
PLAN VERSION	DATE
	9/25/2023
PROJECT NUMBER 22070	
SHEET 1	

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SITE DEVELOPMENT CALCULATIONS	
CWC - HIGH SCHOOL ROAD	SF
BUILDING	20582
PAVED PARKING/SERVICE ACCESS	17500
SIDEWALKS	4130
ACCESS DRIVE	4390
LANDSCAPE AREA	40720
TOTAL	87322



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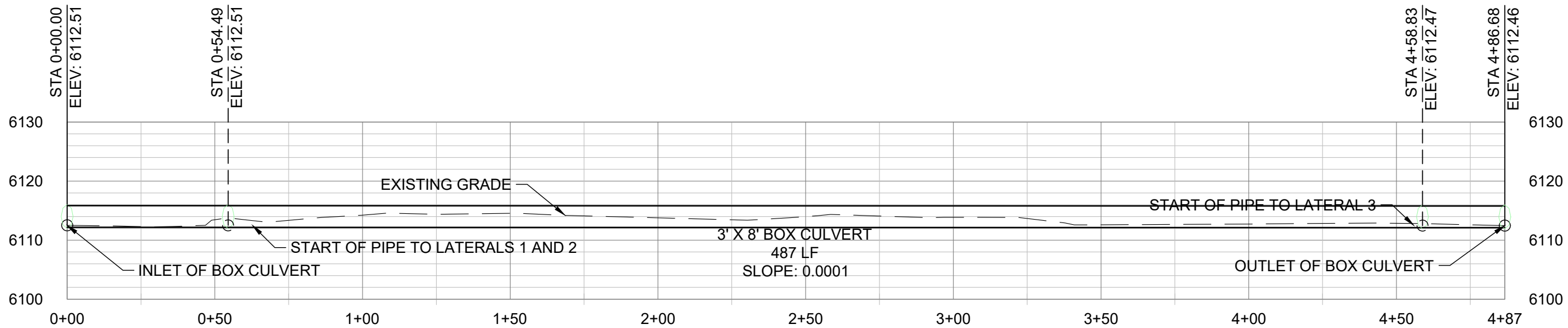
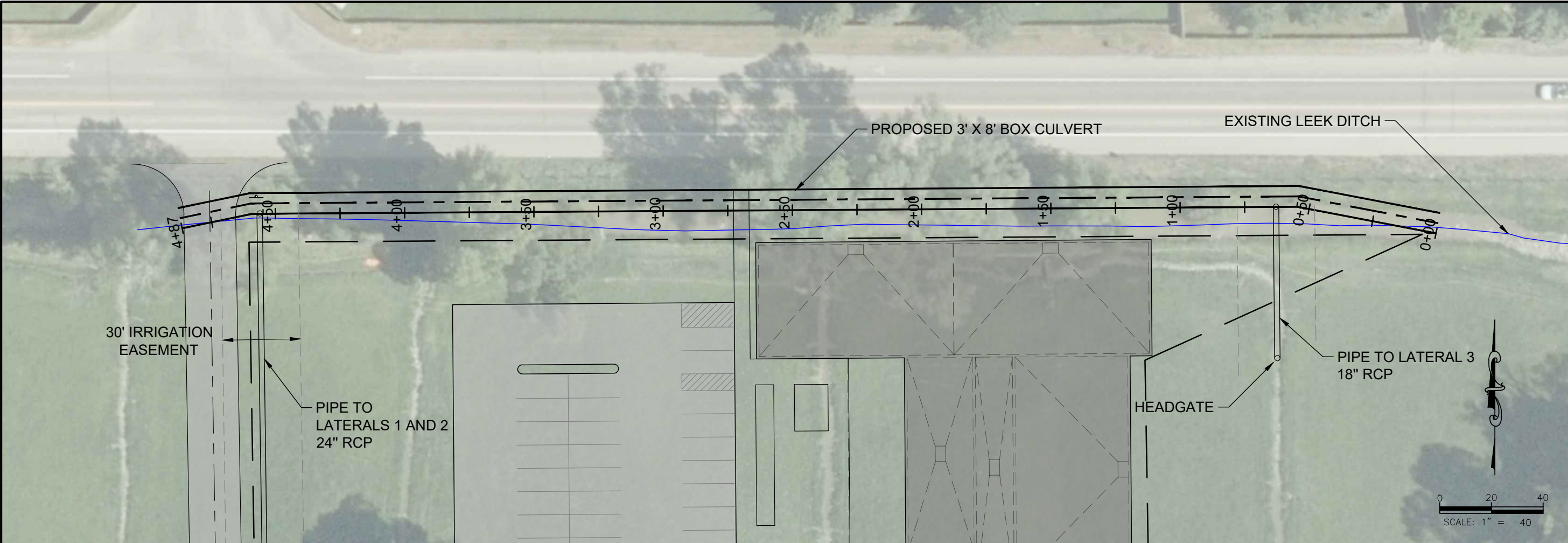
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CENTRAL WYOMING COLLEGE
HIGH SCHOOL ROAD PARCEL
TETON COUNTY, WYOMING

SHEET TITLE:
SITE PLAN
PROPOSED IRRIGATION

DRAFTED BY:	ES
REVIEWED BY:	
PLAN VERSION	DATE
	8/25/2023

PROJECT NUMBER	22070
SHEET	2

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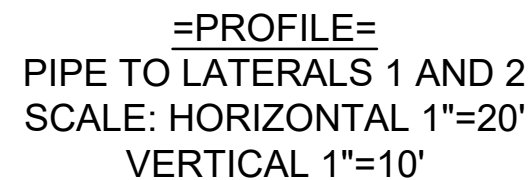
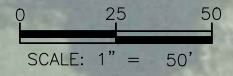
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SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

— PRELIMINARY —
SUBJECT TO CORRECTION
AND APPROVAL

PROJECT TITLE:
CENTRAL WYOMING COLLEGE
HIGH SCHOOL ROAD PARCEL
TETON COUNTY, WYOMING

SHEET TITLE:
MAIN DITCH
PLAN AND PROFILE

DRAFTED BY:	ES
REVIEWED BY:	
PLAN VERSION	DATE
	9/25/2023
PROJECT NUMBER	22070
SHEET	3



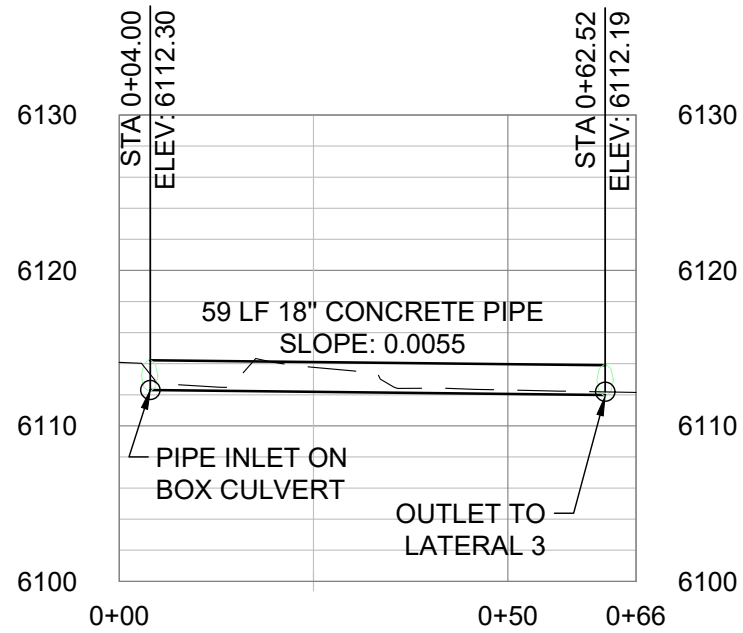
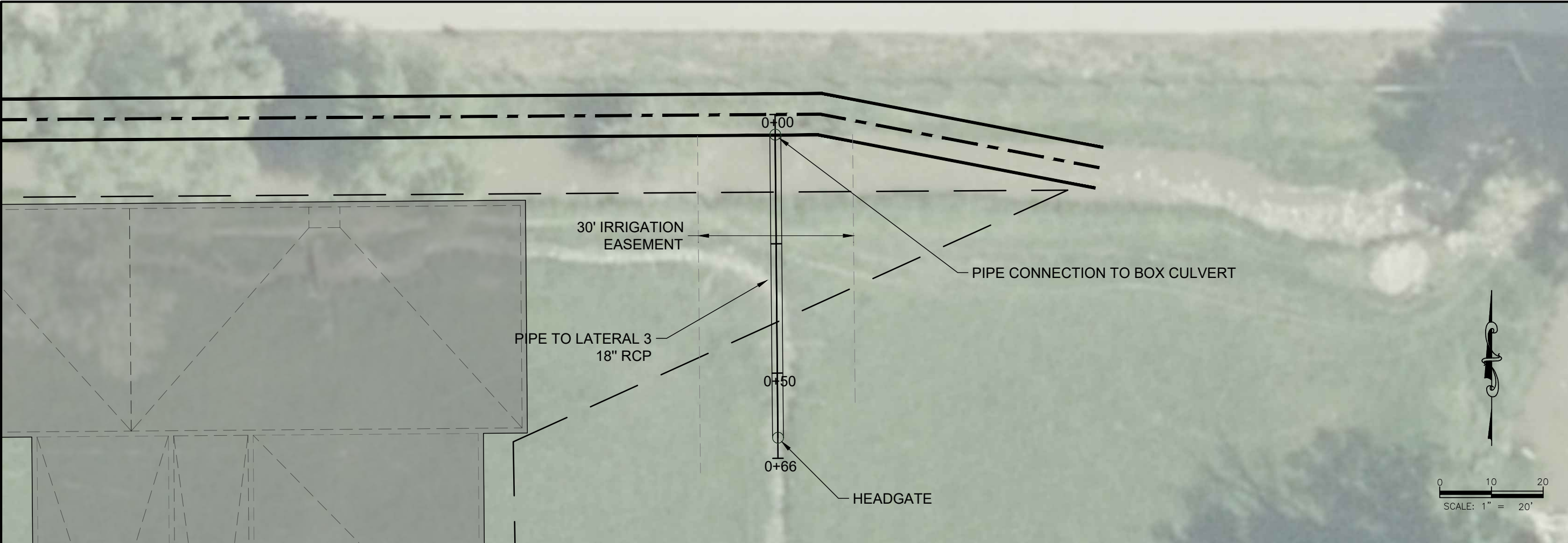
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PROJECT TITLE:
CENTRAL WYOMING COLLEGE
JACKSON CAMPUS

SHEET TITLE:
LATERALS 1 AND 2 PIPE REROUTE
PLAN AND PROFILE

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REVIEWED BY:	
PLAN VERSION	DATE
	9/25/2023
PROJECT NUMBER	
22070	
SHEET	
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=PROFILE=
PIPE TO LATERAL 3
SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'

- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL

**RESTRICTIVE COVENANTS
FOR
CWC PROPERTY**

These Restrictive Covenants for CWC Property (the “**Covenants**”) are made by Kelly Lockhart and Elizabeth Lockhart (collectively, and subject to the provisions of Section 25, the “**Declarant**”) and Beaver Slide LLC, a Wyoming close limited liability company (“**Fee Owner**”), as the owner of the “**Property**” defined below, and shall be effective as of the date of recordation in the land records of Teton County, Wyoming (the “**Effective Date**”).

Preamble

Fee Owner owns the real property legally described in the attached Exhibit “A” (the “**Property**”). Fee Owner is owned by the Declarant. Other entities owned by Declarant own the real property described herein at Exhibit “B” (the “**Benefitted Parcels**”). Declarant and Fee Owner are contemplating the sale of the Property for use as a community college campus and desire to impose certain restrictive covenants on the Property governing the use and development of the Property. Each owner of the Property (other than Fee Owner or Declarant), or any portion thereof (the “**Owner**”), shall, by acceptance of a deed or other conveyance of any portion of the Property, be deemed to have consented and agreed to all of the terms and conditions of these Covenants.

USE AND CONDUCT

1. Development and Use Restriction. The Property shall only be used as the Jackson Campus for Central Wyoming College or other early childhood, primary, secondary or tertiary education. The term “**Jackson Campus for Central Wyoming College**” means (i) a use that is authorized, empowered or required to be performed under or pursuant to the Wyoming Community College System Code, W.S. § 21-18-101 or any successor statute, or regulations adopted thereunder and any post-secondary, community-college, graduate, college, vocational or long-distance education use, which may include the education of high school students and other students at classes for such education or other early childhood, primary, secondary or tertiary education that is conducted by a public entity or private entity, (ii) joint, collective, collaborative or partnership efforts and ventures with public and private parties to perform any of the uses in (i) above, (iii) Owner-authorized public or private parties that perform any of the above, (iv) student services, student recreational activities, outdoor recreation, wilderness skills outdoor education, and leadership training, (v) faculty and staff housing uses, (vi) practicum, clinical classes, laboratories and experimental activities that are accretive to the foregoing, whether or not provided by a public or a private entity, (vii) uses that are ancillary to the foregoing, (viii) community meetings in the buildings on the Property, occasional outdoor fundraising and social events on the Property which outdoor events shall be limited to 5 events per year and capped at 50 people, though one additional event not to exceed 300 people may occur each calendar year (any outdoor events may use amplified sound and shall end by 10:30 pm) and (ix) the use of the Property for any of the foregoing by the Owner’s invitees, guests, students, staff, customers, employees and agents (collectively “**Permitted Uses**”). The allowance of a Permitted Use shall not be construed to be an allowance for floor area above the 21,000 square feet of floor area permitted under Section 2.

- a. The following is a non-exclusive list of uses which are strictly prohibited on the Property:
 - (i) uses of temporary structures such as trailers, tents, shacks and bully barns, (ii) the use of the Property in a manner that presents a material risk that Hazardous Substances could be spilled onto, leach into or otherwise damage the Property or any adjacent real property, (iii) outdoor sports fields for football, soccer, lacrosse or similar outdoor team sports other than purely intramural competitions among students who take classes that are allowed as part of the Permitted Use, provided, however, that any intramural competitions shall not be lighted or involve amplified sound, (iv) any other use outside of a Building or Mobile Instruction Unit (as defined below) that could constitute a nuisance to neighboring property owners, including without limitation, the Benefited parcels, and (v) the presence of all animals, except for service animals qualified as such under the Americans With Disabilities Act and the periodic (up to 4 times per calendar year) butchering of cattle, provided that cattle are present on the Property for no more than 2 days prior to being butchered and all butchering takes place either within an enclosed structure or Building or within a mobile butchering trailer placed on the Property for no more than 5 days. **"Hazardous Substances"** shall mean all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), or any other similar federal, state or local legislation or ordinances applicable to the Property.
 - b. It is the intent of the parties to these Covenants that the Permitted Uses shall be conducted within permanent Buildings to the maximum extent practical. To the extent that any Permitted Uses are conducted outside of permanent Buildings meeting the then-applicable building code for commercial or residential structures, as applicable, such activities shall (i) not cause any nuisance or disturbance to neighboring properties, including the Benefited Parcels, by virtue of noise produced, smell or unsightliness, and (ii) be screened or maintained and conducted in a slightly manner, provided, however, that as to "occasional outdoor fundraising and social events on the Property" that are part of the Permitted Use and such events may be conducted within a tent or similar structure which shall not remain on the Property for more than an aggregate of 6 days surrounding an event as necessary to coordinate setup and takedown of the tent or similar structure. All activities conducted within a given Building shall not produce noise that is audible beyond the boundary of the Property.
 - c. Notwithstanding that any State of Wyoming agency requires or proposes a requirement that the Owner provide any good or service that is authorized, empowered or required to be performed under or pursuant to the Wyoming Community College System Code, W.S. § 21-18-101 or any successor statute, any such use not expressly allowed in these Covenants is prohibited.
2. Site Restrictions. The minimum distance (i.e., setback) between the boundary property line of the Property and any structure or mobile instruction units shall be 15 feet. Construction trailers are permitted during the time period when an active building permit has been approved. Owner shall locate any construction trailers on the northern half of the Property. The maximum floor

area of all Buildings, mobile instructional units, "pole-barns" or other structures that may only have one or two walls and are not fully enclosed, on the Property shall be 21,000 square feet, provided, however, that a temporary construction trailer shall not count towards the 21,000 square foot cap.

The term "floor area" shall mean the area of all floors interior to an enclosed Building that have at least 5 feet of clearance between floor and ceiling. Floor area shall be measured to the exterior face of the structural members of the wall. Roofed architectural recesses and open covered porches are not considered interior to the building. Floor area shall not include any basements. A basement is any story for which the finish floor of the story above is less than 4 feet above finished grade for at least 50% of the perimeter of the story and at no point greater than 10 feet above finished grade. Finished grade means the final elevation of the ground surface after physical development of a Building or other development. The term "finished grade" may also mean natural grade when no terrain alteration is proposed, or where otherwise applicable. Fill which is not necessary to achieve positive drainage or slope stabilization, or which is otherwise proposed clearly to manipulate the measurement of another standard of these Covenants, shall not be considered finished grade

The maximum height of any Building on the Property shall be 38' feet, except for the following, which may exceed that limit: (i) architectural projections such as chimneys, vents and roof-top mechanical equipment, such as HVAC systems, which shall not exceed the maximum height by more than 4 feet, or (ii) antenna used for the reception or broadcast of communication systems. Any third story of a Building must be stepped back 10' from the façade, except that encroachments in the step-back are allowed up to 20% of each overall façade width. The external materials of all physical development shall be non-reflective and the exterior colors of all physical development on the Property shall either be of "earth tone" materials or "traditional ranch colors," which shall include, but not be limited to, shades of grey, red or brown, or simulated barn wood, except for any fencing required under these Covenants, where (i) the colors and general types of materials described on Exhibit "C" are deemed approved, and (ii) to the extent colors or types of materials other than are described on Exhibit "C" are to be used, such colors and materials shall be subject to the prior written approval of Declarant in accordance with the foregoing standards, not to be unreasonably denied; provided, however, that to the extent that any other colors are mandated by any State of Wyoming agency for physical development of the Property, then such other colors shall be permitted. The term "**Building**" means any structure having a roof supported by columns or walls, including any enclosed structure. There shall not be any unshielded light trespass directly projecting from the Property onto adjacent parcels or the Benefitted Parcels, where the parties acknowledge that shielded and properly directed lighting shall be required for parking and exterior areas on the Property, such lighting shall be compliant with best management practices of the International Dark-Sky Association or a similar organization as to such lighting. Erosion on the site shall be controlled at all times. No development of the Property shall cause any increase in peak flow rate or flow velocity across the Property's boundary lines. The design of the Buildings and other improvements on the Property shall be subject to the reasonable approval of the Declarant, not to be unreasonably withheld, provided, however, that the general Building designs described on Exhibit "C" or additional Buildings with similar design characteristics are deemed approved by the Declarant.

Owner, at its expense, shall also install a vegetative buffer on the Property along the south property line, along the inside of the access and utility easements that runs along the west property line, and along the inside of the eastern property line. The vegetative buffer shall be installed prior to issuance of any final certificate of occupancy for any structure on the Property. The vegetative buffer shall consist of tapering age native spruce stands to provide an effective visual screen between the CWC property and adjacent properties. The buffer must provide 90% screening up to a height of 10' and 80% screening above 10' at the time of installation, or a similar species and diameter as approved by Declarant in its sole discretion. Prior to installation of the vegetative buffer, Owner shall provide Declarant with a landscape plan prepared by a licensed landscape architect showing the vegetative buffer for Declarant's approval, which approval shall not be unreasonably withheld so long as the landscape plan satisfies the conditions herein.

Owner shall be solely responsible for installing and maintaining the vegetative buffer in good condition. If any trees or other approved vegetation within the vegetative buffer are deemed dead, diseased, or hazardous, Owner shall timely remove and replace said trees or vegetation at its sole expense. Owner shall also be responsible for all damage and repair to the Required Fencing (as defined below) caused by the vegetative buffer.

3. Fencing. The Owner shall be responsible for the construction and perpetual maintenance and replacement of Required Fencing along the entire Property boundary, with exits along the easements described in the Western Easement referenced in Section 4 below. The term "Required Fencing" means, to the extent permitted by Teton County, (i) so long as livestock are grazed or penned on or along the relevant eastern, western or southern Property boundary or the land surrounding the Property is zoned "suburban" "rural" or a similar category as "Rural-1" "Rural-2" or "Rural-3" as exist under Teton County zoning, 6' tall fencing with woven wire (chain link), wooden posts and three strands of barb wire above the woven wire fence for a total height of 9' along such southern and eastern Property boundaries and along the outside boundary of the access and utility easement running along the western property line (within the Benefitted Parcels and wholly outside of the Property) pursuant to the Western Easement, which fences shall be tied to any existing fencing on such boundaries or in such areas, where such fence shall be of sufficient quality to exclude livestock stock from the Property, and (ii) when livestock are grazed or penned on or along the relevant eastern, western or southern Property, then a fence of at least 6' of materials approved pursuant to the following provision. To the extent that residential development has been constructed adjacent to either the eastern, western or southern Property boundary, then fencing shall be consistent with such residential development. Design and construction of such fence, and any substitute materials, shall be coordinated with, and subject to, Declarant's written approval which shall not be unreasonably withheld. Fencing shall be installed prior to removal of the existing fencing on the CWC Property and prior to any construction or site grading taking place on the Property. Until such time as the fencing contemplated in this section is installed, Owner accepts that Declarant's agricultural operations will continue on the Property (including but not limited to, grazing, irrigating and cultivation of pastures). For the avoidance of doubt, there should be no fencing along the northern boundary line of the Property and Benefitted Parcels abutting the public right-of-way that restricts access to the Property via a multimodal network trail.

4. Easements. Contemporaneously with the recording of these Covenants, an Access and Utility Easement will be recorded in the Teton County, Wyoming real property records encumbering the Property and other portions of land constituting the Benefitted Parcels (the "**Western Easement**").
5. Irrigation Ditches. The Owner, prior to submitting any request for development of the Property to any governmental authority, shall abandon all surface water rights for irrigation of land on the Property. The Owner shall be responsible for the relocation of irrigation ditches on the Property if required for the Owner's development of the Property. Such relocation of the irrigation ditches shall be at the Owner's sole expense and to the Declarant's reasonable satisfaction, with the exclusive criteria for satisfaction being uninterrupted and unaffected historical irrigation flows off the Property for downstream ditch users' water rights to irrigate such downstream areas at the same flow rate and quantity as existed prior to any such relocation with all ditches being piped in concrete pipes on the Property. Prior to any ditch relocation, the Owner shall provide Declarant with an engineer's report as to the relocation design for such irrigation ditches. Until such relocation of irrigation ditches occurs, the Declarant maintains the right to enter the Property to maintain, repair and improve irrigation ditches. Upon the foregoing criteria, the Owner may relocate the irrigation ditches, where such relocation may be to areas within the Benefitted Parcels and wholly outside of the Property, subject to the ability to maintain uninterrupted and unaffected historical irrigation flows.
6. Maintenance. Prior to the construction of improvements, the Owner shall maintain the Property in a garbage, weed and nuisance-free condition. If the Owner fails to maintain the Property as required herein, the Declarant, after 30 days' advance written notice, shall have the right to perform such maintenance on the Owner's behalf without liability, and the costs of such maintenance shall be paid by Owner within 30 days of request by Declarant.
7. Vehicle Parking, Storage, Operation and Repair. No boats, trailers, buses, motorhomes, campers (off-road vehicles), snow mobiles, recreational vehicles, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (not displaying a current motor vehicle license plate or which has not been driven on its own power for up to 3 weeks or longer), or other similar vehicles may be parked or stored outside of Buildings, and no repair or maintenance of any of the foregoing may be conducted outside of Buildings. Notwithstanding the foregoing, (i) cars, motorcycles, truck, bicycles and similar vehicles used for the transport of faculty, staff and other users to and from the Property may park on a temporary parking basis on paved parking lots outside of an existing Buildings so long as such parking is related to the provision of Permitted Uses on the Property, and where the Owner can park its owned vehicles for use as permitted herein, which parking may include overnight parking.
8. Mobile Instruction Units. Mobile Instruction Units are defined as structures or vehicles attached to a chassis which are connected to power and may be connected to water and sewer whose primary purpose is to provide space for instruction of Permitted Uses. Mobile Instruction Units must be semi-permanent and are permissible until the earlier to occur of the following: (i) 5 years following the recordation of this Declaration; or (ii) 60 days following the issuance of a certificate of occupancy for the primary educational instruction Building on the Property. The Mobile instruction Units are permitted to allow the Owner the benefit of the Permitted Uses prior to the

completion of permanent structures on the Property, but no longer. Mobile Instruction Units shall count towards the 21,000 sf cap.

9. Garbage & Storage. The Property shall be kept in a clean and orderly fashion. Garbage shall be stored in wildlife-proof containers and screened from view from the adjacent properties. No outdoor storage of any materials (including, but not limited to, debris, trash, building materials, or abandoned vehicles) is permitted provided, however, that (i) temporary construction storage in conjunction with building or remodeling improvements on the Property is permitted during the time period when an building permit from the relevant governmental authority with jurisdiction over the Property is active, (ii) the uses described in Section 7 are permitted in relation to the Jackson Campus for Central Wyoming College, and (iii) a fully enclosed in a structure no larger than 650 sq. ft is permitted for dumpster and similar outdoor maintenance or trash uses. Such trash structure need not be airtight, but must be set back 30' from any Property Line.
10. Nuisance. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done or placed on the Property which may be or become a nuisance to the Benefitted Parcels. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Property and persons thereon and such items as are routinely included as safety elements in vehicles, bicycles and similar modes of travel, shall be placed on the Property.
11. Adjacent Uses. The Owner acknowledges that at the time of the recordation of these Covenants, portions of the adjacent property are being used as an active agricultural operation which includes breeding, raising, and feeding livestock and hay production. Inherent in the agricultural operation are noises, odors, lights, and work which can occur at all times of the day or night. The Owner, by taking title to the Property, explicitly acknowledges such uses may constitute a nuisance and waives all rights at law or equity to claim the agricultural uses as nuisance and release and hold the adjacent landowners harmless from any and all claims related in any way to the adjacent agricultural operation.
12. No Mining, Excavating or Drilling. The Property shall not be used for mining, quarrying, drilling, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel and, topsoil or earth. This section shall not be construed to limit earth disturbing activities for the uses permitted by these Covenants.

RIGHT OF ENTRY REVERSIONARY INTEREST

13. Right of Entry Reversionary Interest. The Declarant reserves a right of entry reversionary interest in the Property, on the following terms and conditions: (a) in the event the Property ceases to be used as the Jackson Campus for Central Wyoming College and its Permitted Uses for a period of 1 year, and (b) subsequent to such 1 year period Declarant sends written notice to the Owner and the Owner does not cause the property to be used (on a substantial and material basis) for the Jackson Campus for Central Wyoming College within 120 days of delivery of such written notice, then upon (i) a written election recorded by Declarant within 12 months of the Owner failing to cure during such 120 day period, and (ii) the Declarant's payment to Owner of the fair market value of the Property at the time of the reversionary interest conveyance, the Owner shall execute

all necessary documentation to re-convey the Property, and all improvements thereon, to the Declarant. The fair market value shall be the sum of:

- a. \$3,200,000 increased by the percentage increase (rounded to two (2) decimal places), if any, in (A) the Cost of Living Index (hereinafter defined) published for the month of the Effective Date, over (B) the Cost of Living Index published for the month that is two (2) months prior to the date the fair market value is paid;
- b. the value (positive or negative) of any improvements on the Property, as to a reasonable use, given all relevant circumstances or cost to be removed, as a may be determined by an independent appraiser; and
- c. Less the diminution in value due to (i) encumbrances placed on the Property by CWC after the date the Property is conveyed to CWC or (ii) any conveyance of any portion of the Property by CWC which limits the developable square footage of the Property, as such diminution in value may be determined by an independent appraiser.

The term “**Cost of Living Index**” shall mean the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers, West Urban, All Items, 1982-84 = 100, published by the Bureau of Labor Statistics, U.S. Department of Labor or any successor thereto, or a reasonable successor index. In the event that Declarant does not record such written election within 12 months of the Owner failing to cure within such 120 day period, then Owner shall be deemed to have waived the specific default that gave rise to the right of entry reversionary interest, but the right of entry reversionary interest shall be deemed to continue to exist as to all other aspects of the Property and the use of it as the Jackson Campus for Central Wyoming College. In the event that the Property is vacant, such vacancy shall be deemed to be Permitted Use of the Jackson Campus for Central Wyoming College and an absence of activities on the Property shall not cause Declarant to have any rights in relation to the right of entry reversionary interest.

14. No Subdivision. The Property shall not be subdivided or its dimensions reconfigured in any manner without the prior approval of Declarant.
15. Governmental Exactions; Mitigation Fees. The Owner shall pay, at its sole expense, all monetary exactions and mitigation fees imposed by Teton County or the Town of Jackson (should the Property be annexed) on the Property, and the development thereon.

LANDSCAPING AND CONSTRUCTION

16. Noxious Weeds. The Owner shall be responsible for controlling all noxious weeds on the Property. In the event the Owner fails to do so, Declarant may, after 30 days’ advance written notice to the Owner, enter onto the Property to abate any weed issues and shall be entitled to charge the costs of such abatement. In such event, the Owner shall pay, within 30 calendar days of receipt of such written notice, such sums to the Declarant.
17. Landscaping. All plantings shall be plant species native to Teton County, other than gardens or horticultural activities that are part of the Jackson Campus for Central Wyoming College.
18. Construction. Once Owner commences the construction of any Building or other improvement, Owner shall diligently pursue the completion of such structure.

GENERAL

19. Enforcement. Any structure, non-structural improvement, grading, clearing or landscaping placed on the Property in violation of these Covenants shall be deemed nonconforming. Upon written request from the Declarant, the Owner shall, at its own cost and expense, remove such nonconformity and restore the Property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore the Property as required where the Owner does not commence and reasonably pursue to completion within 60 days of written request by Declarant, the Declarant shall have the right to, at Declarant's sole election: (i) commence an action to cause Owner to comply with its obligations under these Covenants or (ii) enter the Property, remove the violation, and restore the Property to substantially the same condition as previously existed without liability to the Declarant. All costs, together with interest at a rate of 12% per year from the date that is 30 days after demand from payment, shall be paid by Owner to the Declarant within 30 days of receipt of an invoice along with reasonable attorney's fees incurred by Declarant in obtaining such compliance.

DISPUTE RESOLUTION

20. Exclusive Methods of Resolving Disputes; Venue. All parties bound by these Covenants agree that any dispute, claim, cause of action arising out of or relating to the interpretation, application or enforcement of these Covenants shall be resolved using alternative dispute resolution in lieu of filing suit in any court through the processes set forth in Sections 22 and 23, subject however, to those specific rights of enforcement provided in Section 21 below. The sole venue for the mediation and arbitration pursuant to Sections 22 and 23 shall be a mediator or arbitrator practicing in Teton County, and any court action pursuant to Section 21 shall be in Teton County.
21. Items Not Subject to Mandatory Mediation or Arbitration. Temporary restraining orders or equivalent emergency equitable relief, and suits in which an indispensable party is not a party to mediation or arbitration and cannot be joined or made a party to such mediation or arbitration, are not subject to Sections 22 and 23 of these Covenants.
22. Mediation. Parties to these covenants are encouraged to engage in direct negotiations to resolve disputes. Any matter not resolved by such direct negotiations shall be submitted to mediation through a mutually agreeable independent mediation agency providing (or willing to provide) dispute resolution services in Teton County, Wyoming. The timing and format of such mediation shall be determined by the mediator. Any settlement of a claim through mediation shall be documented in writing by the mediator and signed by the parties. If a claim is not settled within 30 days of the submittal to mediation, then the mediator shall issue a notice of termination of mediation setting forth that the parties are at an impasse and the date the mediation was terminated. Each party shall bear its own costs and attorney fees in conjunction with the mediation, and the parties shall allocate a pro-rata share of the costs of the mediator.
23. Arbitration. Within 20 days of a notice of termination of mediation, any party has the right to pursue such claims through binding arbitration, which is the exclusive remedy other than as set forth in Section 21 above. The arbitration shall be in accordance with the Uniform Arbitration Act as adopted by Wyoming, as may be amended, W.S. § 1-36-101 *et seq.* and shall be limited as follows,

arbitration shall be no more than 3 days, discovery shall be limited to 4 depositions per side, 10 interrogatories, 20 requests for production and 20 requests to admit. Except to the extent provided in the Uniform Arbitration Act as adopted by Wyoming, discovery shall be governed by the Wyoming Rules of Civil Procedure. The arbitration demand shall be submitted in writing to the other parties. Arbitration shall be conducted in Teton County by a single arbitrator. In the event the parties are unable to agree upon an arbitrator, any party may apply to the Teton County District Court to appoint an arbitrator. The award rendered by the arbitrator shall be final and judgment shall be entered upon it in and enforced through the Teton County District Court. The prevailing party shall be entitled to recover from the other party the arbitrator's fees, reasonable attorney's fees, and costs and expenses incurred in bringing the arbitration, including statutory interest. All defenses and claims otherwise available to the parties in any court proceeding under Wyoming law in relation to these Covenants shall be available in arbitration.

MISCELLANEOUS

24. Binding Effect; Termination & Right to Enforce. The Property shall be owned, conveyed and used subject to the provisions of these Covenants. These Covenants benefit the Benefitted Parcels, subject to the provisions of this Section. These Covenants shall be binding upon all persons having any right, title or interest in any portion of the Property, their heirs, successors, and assigns. These Covenants shall be enforceable by the Declarant and shall inure and be enforceable by the owner of Benefitted Parcels. These Covenants shall be appurtenant to both the Property and the Benefitted Parcels on the terms of this Section. The Covenants shall run with both the Property and the Benefitted Parcels, shall burden the Property and benefit the Benefitted Parcels, on the terms of this Section.
- a. The Benefitted Parcels are made up of +/- 380.1 acres, divided into 11 parcels of land. Such parcels as they as may be further divided as of the time one of events described in Section 24(b) occur, are each referred to as an **"Individual Benefitted Parcel."** To the extent that any of the events described in Section 24(b) occur as to an Individual Benefitted Parcel, then such Individual Benefitted Parcel shall be deemed to no longer be part of the Benefitted Parcels and the owner or owners of such Individual Benefitted Parcel shall be deemed to have automatically released such Individual Benefitted Parcel from the benefits and burdens of these Covenants.
 - b. To the extent that any Individual Benefitted Parcel is no longer wholly or partially owned by Kelly Lockhart or Elizabeth Lockhart or any of their lineal descendants, then such Individual Benefitted Parcel shall be deemed to no longer be part of the Benefitted Parcels.
 - c. Within 15 days of request by the Owner of the Property, the owners of an Individual Benefitted Parcel shall execute and record a statement as to whether any of the foregoing events have occurred, but failure to execute and record such statement shall not affect the validity of the foregoing provisions.
 - d. Notwithstanding any other provision in these Covenants, to the extent that the area adjacent to the Property has been developed for residential use, the Owner may (i) be annexed into the adjacent neighborhood and subject itself to the covenants governing

such neighborhood, (ii) to the extent annexation is not permitted or approved by the adjacent neighborhood, be subjected to covenants that are substantially similar to that governing the adjacent neighborhood, or (iii) or may remain under these Covenants. In the event of such annexation or covenant imposition meeting the foregoing requirements, these Covenants shall be terminated by Declarant.

- e. Separate from the provisions and rights pursuant to Section 24(d), in addition to the provisions of Section 1 and the defined terms "Jackson Campus for Central Wyoming College" and "Permitted Use," in the event that the Owner determines that the Property is no longer usable or sufficient for Owner's use as the Jackson Campus for Central Wyoming College, then Owner may sell or otherwise transfer the Property to a third party for use for (i) early childhood, primary or secondary or (to the extent administered by the State of Wyoming or an agency of the State of Wyoming) tertiary education subject to these Covenants or (ii) residential use in conjunction with being annexed into the adjacent neighborhood and subjected to the covenants governing such neighborhood, or (iii) to the extent annexation is not permitted or approved by the adjacent neighborhood, residential use in conjunction with being subjected to covenants that are substantially similar to that governing the adjacent neighborhood. In the event of such annexation or covenant imposition meeting the foregoing requirements, these Covenants shall be terminated by Declarant.

- 25. Declarant Rights. Any of the rights or obligations of the Declarant set forth in these Covenants shall automatically be deemed transferred to the single person or entity who holds legal title to the majority of acreage that comprises the Benefitted Parcels, and the rights of the Declarant shall be deemed to automatically transfer to such majority acreage owner and be appurtenant to the owner of the majority of acreage of the Benefitted Parcels, without the need to record any written assignment. The rights of Declarant hereunder will be exercisable solely by such single, majority acreage owner, and any notices or payments by Owner hereunder shall be made solely to such single, majority acreage owner.
- 26. Severability. If any provision of these Covenants is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions in these Covenants.
- 27. Headings. Article and Section headings contained herein are for informational purposes only and shall not control or affect the meaning or construction of any of the provisions contained herein.
- 28. Governing Law. These Covenants shall be governed by the laws of Wyoming, without regard to its conflict of law principles.
- 29. Amendment. These Covenants may be amended by an instrument signed and acknowledged by the Owner and the owners of the Benefitted Parcels.
- 30. Notices. Notices under these Covenants shall be sent by U.S. Mail, return receipt requested, postage prepaid to the address of record on the County Assessor/Treasurer website, and in the case of the Owner, also: (i) to the following address, Attn: President, Central Wyoming College,

Main Campus, 2660 Peck Ave, Riverton, WY 82501, or such other address as Owner may inform Declarant, and (ii) by e-mail to the President of Central Wyoming College.

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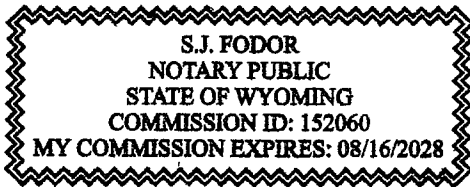
IN WITNESS WHEREOF, the undersigned have executed these Covenants on the date of signature below.

Kelly Lockhart

Kelly Lockhart

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 2nd day of FEBRUARY, 2023, before me, the undersigned Notary Public, personally appeared Kelly Lockhart.



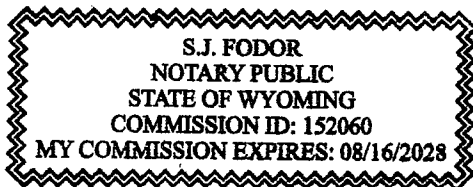
Elizabeth Lockhart

[Signature]
Notary Public

Elizabeth Lockhart

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 2nd day of FEBRUARY, 2023, before me, the undersigned Notary Public, personally appeared Elizabeth Lockhart.



[Signature]
Notary Public

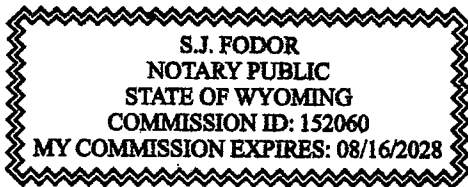
IN WITNESS WHEREOF, the undersigned have executed these Covenants on the date of signature below.

Beaver Slide LLC, a Wyoming close limited liability company

By: Kelly Lockhart
Name: Kelly Lockhart
Title: Manager

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 2nd day of FEBRUARY, 2023, before me, the undersigned Notary Public, personally appeared Kelly Lockhart, as Manager of Beaver Slide LLC, a Wyoming close limited liability company.



[Signature]
Notary Public

EXHIBIT A
Legal Description of Property

A parcel of land lying within the NE1/4SW1/4 and SE1/4NW1/4 of Section 6, T.40N., R.116W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the Guy Bush position for the center one-quarter corner of said Section 6 as shown on map T-313A on file in the Office of the Clerk of Teton County, Wyoming;

THENCE S65°36'03"W, 190.75 feet, along the westerly line of Jackson Hole Hereford Ranch Tract 3 as described in that Quitclaim Deed recorded as doc. no.1018284 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S00°57'16"E, 136.17 feet, continuing along said westerly line to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S89°37'02"W, 375.87 feet, parallel with that boundary agreement line set forth in doc. no. 0248124 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N00°57'16"W, 213.81 feet, parallel with said westerly line of Jackson Hole Hereford Ranch Tract 3 to a point of intersection with said boundary agreement line, marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N89°37'02"E, 550.88 feet, along said boundary agreement line to the Point of Beginning.

Said parcel encompasses 2.00 acres, more or less.

The basis of bearings for this description is N00°04'18"W along the west line of said Section 6.

December 12, 2022
Jorgensen Associates, Inc.

TMP 006057

EXHIBIT B
Legal Description & Depiction of the 11 Benefitted Parcels--attached

EXHIBIT "B"
LEGAL DESCRIPTION
OF
RECONFIGURED HEREFORD RANCH TRACT 2 (REMAINDER)

A parcel of land lying within the NE1/4SW1/4, E1/2SE1/4SW1/4, and SE1/4NW1/4 of Section 6, T.40N., R.116W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the SW 1/16 corner of said Section 6, marked by a 3" diameter brass cap inscribed Nelson Engineering PLS 6193";

THENCE N00°14'28"E, 1330.73 feet, along the west line of said NE1/4SW1/4 to the C-W 1/16 corner of said Section 6, marked by a 5/8" rebar with a 1-1/2" diameter aluminum cap inscribed "Nelson Engineering PLS 6193";

THENCE continuing N00°14'28"E, 3.60 feet to an intersection with that boundary agreement line set forth in doc. no. 0248124 in the Office of the Clerk of Teton County, Wyoming, marked by a 5/8" rebar with a 1-1/2" diameter aluminum cap inscribed "Nelson Engineering PLS 6193";

THENCE N89°37'02"E, 726.61 feet, along said boundary agreement line to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S00°57'16"E, 213.81 feet, parallel with the westerly line of Jackson Hole Hereford Ranch Tract 3 as described in that Quitclaim Deed recorded as doc. no.1018284 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N89°37'02"E, 375.87 feet, parallel with said boundary agreement line to a point on said west line of Jackson Hole Hereford Ranch Tract 3 to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S00°57'16"E, 1120.59 feet, along said westerly line of Tract 3 to a point of intersection with the south line of said NE1/4SW1/4, marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N89°48'13"E, 200.00 feet, along said south line of the NE1/4SW1/4 to the C-S 1/16 corner of said Section 6, marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002" driven inside a found 3-1/4" iron pipe;

THENCE S00°07'25"W, 405.30 feet, along the east line of said E1/2SE1/4SW1/4 to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S89°43'56"W, 665.67 feet to a point of intersection with the west line of said E1/2SE1/4SW1/4, marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N00°11'49"E, 406.13 feet, along said west line of the E1/2SE1/4SW1/4 to the C-E-W 1/64 corner of Section 6, marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S89°48'13"W, 665.15 feet, along the south line of said NE1/4SW1/4 to the Point of Beginning.

Said parcel encompasses 38.50 acres, more or less.

The basis of bearings for this description is N00°04'18"W along the west line of said Section 6.

December 12, 2022

Jorgensen Associates, Inc.

P:\2022\22070-CWC-High School Rd\60-Survey\Docs\Legal Descriptions\22070_Tract 2 Remainder Legal Description.docx

TMP 006056

Exhibit B continued

Legal Description for South Beaver Slide Property
PIDN 22-40-16-06-3-00-017

A parcel of land in the S1/2SE1/4 and SE1/4SW1/4 of Section 6 and the N1/2NE1/4 of Section 7, T. 40 N., R. 116 W. 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the quarter corner common to said Sections 6 and 7;

THENCE along the line common to said Sections 6 and 7, S 89°46'32" W, 666.82 feet to a point;

THENCE departing said common line, N 00°09'13" E, 454.98 feet to a point;

THENCE N 89°29'02" E, 2450.4 feet, more or less, to a point on the thread of Flat Creek,

THENCE along said thread, which is approximated by the following courses:

S 44°45' E, 34.6 feet to a point;
S 61°43' E, 71.0 feet to a point;
S 56°18' E, 55.7 feet to a point;
S 47°28' E, 42.9 feet to a point;
S 25°59' E, 39.2 feet to a point;
S 05°34' E, 15.3 feet to a point;
S 27°36' W, 24.5 feet to a point;
S 01°41' W, 75.5 feet to a point;
S 08°30' W, 67.8 feet to a point;
S 04°02' W, 54.2 feet to a point;
S 01°09' E, 98.2 feet to a point;
S 01°05' E, 144.9 feet to a point;
S 02°21' E, 115.0 feet to a point;

THENCE departing said thread, S 89°20'31" W, 1949.7 feet, more or less, to a point on the north-south center section line of Section 7;

THENCE N00°06'21" W, 292.68 feet to the POINT OF BEGINNING.

Said parcel encompasses 40.2 acres more or less.

The base bearing for this description is N 00°06'21" W along the north-south center section line between the center one-quarter corner and the north quarter corner of Section 7, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, per the 2008, boundary survey performed by John Batson, PLS 6193.

This description was written from record data and from said 2008 boundary survey performed by John Batson.

Exhibit B continued

Legal Description of Leeks Canyon Property-PIDN 22-40-16-06-4-00-006

A parcel of land in the N1/2SE1/4 of Section 6 and the NW1/4SW1/4 Section 5, T 40 N., R. 116 W. 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the SE1/16 corner of said Section 6;

THENCE along the south line of said N1/2SE1/4 S 89°50'16" W, 50.00 feet to a point,

THENCE departing said south line N 00°39'08" W, 373.66 feet to a point on the south line of the High School parcel as shown on that map recorded as T-313C in the Office of the Clerk of Teton County;

THENCE along the south line of said parcel N 89°57'40" E, 118.04 feet to the southeast corner of said parcel;

THENCE along the east line of said parcel N 00°04'31" W, 42.00 feet to a point;

THENCE continuing along said east line N 10°19'24" E, 231.12 feet to a point;

THENCE continuing along said east line N 35°11'39" W, 72.33 feet to a point;

THENCE continuing along said east line N 00°02'35" E, 117.46 feet to a point;

THENCE continuing along said east line N 67°19'59" E, 150.29 feet to a point;

THENCE continuing along said east line N 14°25'31" E, 314.30 feet to a point;

THENCE continuing along said east line N 16°25'24" E, 92.61 feet to a point on the southerly Right-of-Way line of High School County Road No. 22-12;

THENCE along said Right-of-Way line N 89°53'12" E, 961.94 feet to an intersection with the westerly Right-of-Way line of US Highway 26/89/189/191;

THENCE along said highway Right-of-Way line S 01°17'40" E, 110.31 feet to a point of curvature;

THENCE continuing along said highway Right-of-Way line following a non-tangent curve to the left with an arc length of 1164.10 feet, a radius of 7698.40 feet and whose chord bears S 04°30'47" E, a distance of 1163.00 feet to a point of intersection with the south line of said NW1/4SW1/4 of said Section 5;

THENCE along said south line N 87°31'43" W, 21.27 feet to the S1/16 corner common to said Sections 5 and 6;

THENCE along said south line S 89°50'16" W, 1341.42 feet to the POINT OF BEGINNING.

Said parcel encompasses 35.1 acres more or less.

The base bearing for this description is N 00°06'21" W along the north-south center section line between the center one-quarter corner and the north quarter corner of Section 7, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, per the 2008, boundary survey performed by John Batson, PLS 6193.

This description was written from record data and from said 2008 boundary survey performed by John Batson.

Exhibit B continued

Legal Description of Leeks Canyon Property—PIDN 22-40-16-07-2-00-012

A parcel of land in the N1/2NE1/4 of Section 7, T.40 N., R.116 W. 6th P.M., Teton County, Wyoming, being more particularly described as follows:

COMMENCING at the C1/4 corner of said Section 7;

THENCE along the north-south center section line, N 00°06'21" W, 2362.88 feet to the **POINT OF BEGINNING**;

THENCE N 89°20'31" E, 1949.7 feet, more or less, to a point on the thread of Flat Creek;

THENCE along said thread, which is approximated by the following courses:

S 03°15' E, 177.9 feet to a point;
S 04°38' E, 149.1 feet to a point;
S 19°13' W, 75.3 feet to a point;
S 04°17' W, 108.4 feet to a point;
S 05°51' W, 36.7 feet to a point;
S 13°02' W, 90.9 feet to a point;
S 01°01' E, 56.6 feet to a point;
S 04°36' E, 70.5 feet to a point;
S 10°43' W, 29.6 feet to a point;

THENCE departing said thread, S 89°25'02" W, 1914.5 feet, more or less, to a point on the north-south center section line of said section 7;

THENCE along said north-south center section line, N 00°06'21" W, 783.59 feet to the **POINT OF BEGINNING**.

Said parcel encompasses 35.0 acres more or less.

The base bearing for this description is N 00°06'21" W along the north-south center section line between the center one-quarter corner and the north quarter corner of Section 7, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, per the 2008, boundary survey performed by John Batson, PLS 6193.

This description was written from record data and from said 2008 boundary survey performed by John Batson.

Exhibit B continued

Legal Description of Leeks Canyon Property—PIDN 22-40-16-07-2-00-013

A parcel of land in the NE1/4 of Section 7, T.40 N., R.116 W. 6th P.M., Teton County, Wyoming, being more particularly described as follows:

COMMENCING at the C1/4 corner of said Section 7;

THENCE along the north-south center section line, N 00°06'21" W, 1579.29 feet to the
POINT OF BEGINNING;

THENCE departing said north-south center section line, N 89°25'02" E, 1914.5 feet,
more or less, to a point on the thread of Flat Creek;

THENCE along said thread, which is approximated by the following courses:

S 10°43' W, 18.7 feet to a point;
S 08°10' W, 76.1 feet to a point;
S 01°30' E, 107.4 feet to a point;
S 05°57' W, 31.7 feet to a point;
S 30°39' E, 47.9 feet to a point;
S 18°47' E, 54.5 feet to a point;
S 03°45' E, 50.7 feet to a point;
S 18°40' W, 62.8 feet to a point;
S 21°16' E, 6.0 feet to a point;
S 27°45' E, 55.4 feet to a point;
S 16°13' E, 33.0 feet to a point;
S 22°05' W, 15.8 feet to a point;
S 14°55' W, 34.9 feet to a point;
S 40°54' W, 51.4 feet to a point;
S 02°24' W, 27.4 feet to a point;
S 25°28' E, 39.9 feet to a point;
N 79°45' E, 63.2 feet to a point;
S 83°06' E, 31.2 feet to a point;
S 33°25' E, 22.2 feet to a point;
S 21°49' E, 20.0 feet to a point;
S 04°18' E, 60.9 feet to a point;
S 03°29' W, 24.2 feet to a point;

THENCE departing said thread, S 89°19'23" W, 2044.1 feet, more or less, to a point on
the north-south center section line of said section 7;

THENCE along said north-south center section line, N 00°06'21" W, 791.58 feet to the
POINT OF BEGINNING.

Said parcel encompasses 35.2 acres more or less.

The base bearing for this description is N 00°06'21" W along the north-south center section line between the center one-quarter corner and the north quarter corner of Section 7, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, per the 2008, boundary survey performed by John Batson, PLS 6193.

This description was written from record data and from said 2008 boundary survey performed by John Batson.

Exhibit B continued

Leeks Canyon Ranch Property—PIDN 22-40-16-07-1-00-017

A parcel of land in the S1/2NE1/4 of Section 7, T.40 N., R.116 W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the C1/4 corner of said Section 7,

THENCE along the north-south center section line, N 00°06'21" W, 787.71 feet to a point;

THENCE departing said line, N 89°19'23" E, 2044.1 feet, more or less, to a point on the thread of Flat Creek;

THENCE along said thread, which is approximated by the following courses:

S 03°29' W, 24.0 feet, more or less, to a point;

S 21°09' E, 30.6 feet, more or less, to a point;

S 03°00' E, 42.7 feet, more or less, to a point;

THENCE departing said thread, S 13°03'39" W, 459.1 feet, more or less, to a point on the thread of Flat Creek;

THENCE along said thread, which is approximated by the following courses:

S 34°13' E, 59.6 feet, more or less, to a point;

S 14°40' E, 37.1 feet, more or less, to a point;

S 01°50' W, 55.4 feet, more or less, to a point;

S 13°57' W, 126.4 feet, more or less, to a point of intersection on the east-west center section line;

THENCE departing said thread, along said east-west center section line, S 89°48'52" W, 1961.2 feet, more or less, to the **POINT OF BEGINNING**.

Said parcel encompasses 36.5 acres more or less.

The base bearing for this description is N 00°06'21" W along the north-south center section line between the center one-quarter corner and the north quarter corner of Section 7, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, per the 2008, boundary survey performed by John Batson, PLS 6193.

This description was written from record data and from said 2008 boundary survey performed by John Batson.

Exhibit B continued

Legal Description of Leeks Canyon Ranch Property—PIDN 22-40-16-05-3-00-013

A parcel of land in the SW1/4SW1/4 of Section 5, SE1/4SE1/4 of Section 6, NE1/4NE1/4 of Section 7 and the NW1/4NW1/4 of Section 8, T. 40 N., R. 116 W. 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at a point of curvature (PC) at Station 249+50.59 on the westerly Right-of-Way line of US Highway 26/87/189/191 as shown on that map recorded as T-302C in the Office of the Clerk of Teton County Wyoming, from which the corner common to Sections 5, 6, 7 & 8 bears S56°53'56" W, 337.23;

THENCE along said westerly Right-of-Way line, S 17°36'07" E, 211.07 feet to the northeast corner of Tract A as described in Book 134 of Photo, page 664-666;

THENCE along the northerly boundary line of said Tract, N 87°23'09" W, 294.78 feet to the northwest corner of said Tract;

THENCE along the westerly boundary line of said tract, S 02°36'11" E, 395.80 feet to the southwest corner of said Tract;

THENCE S 60°01'15" W, 937.5 feet, more or less, to a point on the thread of Flat Creek;

THENCE along said thread, which is approximated by the following courses:

THENCE N 13°02' E, 46.4 feet to a point;

THENCE N 05°51' E, 36.7 feet to a point;

THENCE N 04°17' E, 108.4 feet to a point;

THENCE N 19°13' E, 75.3 feet to a point;

THENCE N 04°38' W, 149.1 feet to a point;

THENCE N 03°15' W, 177.9 feet to a point;

THENCE N 02°21' W, 115.0 feet to a point;

THENCE N 01°05' W, 144.9 feet to a point;

THENCE N 01°09' W, 98.2 feet to a point;

THENCE N 04°02' E, 54.2 feet to a point;

THENCE N 08°30' E, 67.8 feet to a point;

THENCE N 01°41' E, 75.5 feet to a point;

THENCE N 27°36' E, 24.5 feet to a point;

THENCE N 05°34' W, 15.3 feet to a point;

THENCE N 25°59' W, 39.2 feet to a point;

THENCE N 47°28' W, 42.9 feet to a point;

THENCE N 56°18' W, 55.7 feet to a point;

THENCE N 61°43' W, 71.0 feet to a point;

THENCE N 44°45' W, 69.3 feet to a point;

THENCE N 28°52' W, 69.7 feet to a point;

THENCE N 33°54' W, 25.1 feet to a point;

THENCE N 29°25' W, 58.8 feet to a point;

THENCE N 32°10' W, 119.9 feet to a point;

THENCE N 25°52' W, 80.1 feet to a point;

THENCE N 23°31' W, 72.5 feet to a point;

Released	
Indexed	
Abstracted	
Scanned	

GRANTOR: HEREFORD CAPITAL CO LLC

GRANTEE: LEEKS CANYON RANCH LLC

Doc 0606227 bk 921 pg 810-811 Filed At 11:54 ON 06/06/16

Sherry L. Daigle Teton County Clerk fees: 15.00

By Mary Smith Deputy

THENCE N 16°41' W, 22.8 feet to a point;
THENCE N 22°23' W, 34.3 feet to a point;
THENCE N 06°05' W, 39.6 feet to a point;
THENCE N 09°37' W, 37.8 feet to a point;
THENCE N 30°33' W, 49.8 feet to a point;
THENCE N 69°04' W, 59.9 feet to a point;
THENCE N 78°17' W, 42.5 feet to a point;
THENCE S 82°36' W, 57.7 feet to a point;
THENCE N 42°17' W, 37.1 feet to a point;

THENCE departing said thread N 89°18'31" E, 1399.0 feet, more or less, to a point on the westerly Right-of-Way line of U.S. Highway 26/89/189/191, being a point on a non-tangent curve concave to the east, and bearing S 79°56'57" W from the radius point of said curve;

THENCE along said westerly Right-of-Way line, following said non-tangent curve to the left with an arc length of 946.91 feet, a radius of 7698.40 feet and whose chord bears S 14°04'28" E, a distance of 946.31 feet to the POINT OF BEGINNING.

Said parcel encompasses 39.1 acres more or less.

The base bearing for this description is N 00°06'21" W along the north-south center section line between the center one-quarter corner and the north quarter corner of Section 7, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, per the 2008, boundary survey performed by John Batson, PLS 6193.

This description was written from record data and from said 2008 boundary survey performed by John Batson.

Exhibit B continued

Legal Description of Lockharts Property—PIDN 22-40-16-08-2-00-004

That part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8, T40N, R116W, Teton County, Wyoming being part of that tract of record in the Office of the Clerk of Teton County in Book 63 of Photo on pages 163-165 described as follows:

BEGINNING at a point, S87°-23 7'E, 52.00 feet from the northwest corner of the said Section 8 as described in the Certified Land Corner Recordation Certificate of record in said Office,

thence S87°-23 7'E, 120.00 feet to a point on the center-line of an existing roadway;

thence continuing S87°-23 7'E, 174.78 feet to a point on the westerly right-of-way line of State Highway 26-89-189-191, S17°-37.5'E, 211.10 feet from Wyoming Highway Department Station P.C. 249+46.62;

thence S17°-37.5'E, 385.27 feet along the said westerly right-of-way line to a point, N17°-37.5'W, 253.80 feet from Wyoming Highway Department Station P.T. 241+00.44;

thence S87°-51.0'W, 393.51 feet to a point;

thence N02°-35.5'W, 180.00 feet to a point;

thence continuing N02°-35.5'W, 215.76 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 3.01 acres, more or less;

TOGETHER with a right of ingress and egress across the following described roadway:

A strip of land sixty (60) feet in width being part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 8 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, T40N, R116W, Teton County, Wyoming, being part of that tract of record in said Office in Book 63 of Photo on pages 163-165 with the center-line described as follows:

BEGINNING at a point on the north line of the foregoing tract, S87°-23.7'E, 172.00 feet from the northwest corner of said Section 8, and S87°-23.7'E, 120.00 feet from the northwest corner of said foregoing tract;

Description for Kelly and Elizabeth Lockhart from R. Bruce Porter Estate
Tract A

thence N04°-23.3'E, 133.08 feet to a point;

thence Northeasterly, 140.75 feet along a circular curve to the right through
a central angle of 64°-55' and radius of 124 23 feet to a point,

thence N69°-18 3'E, 55 78 feet to a point within the right-of-way of said
State Highway 26-89-191-189, N51°-20 5'E, 402 30 feet from the said northwest
corner of Section 8; the said easement to be prolonged or shortened to meet
at angle-point intersections at the north line of the foregoing tract and within
the said right-of-way;

the base bearing for this description is the west line of the NW¼ of said
Section 8 being S00°-15'E,

each "point" marked by a steel T-shaped stake 24" long with metal cap inscribed
"PAUL N SCHERBEL RLS164 SURVEY POINT",

each "station" marked by a 6"x6" concrete post with brass marked inscribed
"STATE HIGHWAY DEPT R O W MARKER" and appropriate details,

all in accordance with the plat prepared and to be filed in said Office
titled "PLAT TO ACCOMPANY LOT DIVISION APPLICATION FOR R BRUCE PORTER ESTATE
KELLY & ELIZABETH LOCKHART BEING PART OF NW¼NW¼ SECTION 8 N½NE¼ SECTION 7
T40N R116W TETON COUNTY, WYOMING" dated 16 June 1982 and revised 28 October
1982, consisting of two sheets

Exhibit B continued

Legal Description of Crane Creek Property—PIDN 22-40-16-07-1-00-015

A parcel of land in the E1/2NE1/4 of Section 7 and the W1/2NW1/4 of Section 8, T 40 N, R. 116 W, 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the southeast corner of that Tract A recorded in Book 134 of Photo Page 664-666, being part of the original westerly Right-Of-Way line of US Highway 26/89/189/191, and being coincident with that easterly line of that Right-Of-Way easement recorded in Book 361 of Photo, Page 806-807, from which the corner common to Sections 5, 6, 7 & 8 bears N 50°18'36" W, 601.64 feet;

THENCE along the westerly line of said original Highway Right-of-Way and easterly line of said Right-of-Way easement S 17°34'05" E, 253.56 feet to a point;

THENCE continuing along said westerly Right-of-Way following a non-tangent curve to the right with an arc length of 1048.41 feet, a radius of 11194.90 feet and whose chord bears S 14°54'55" E, a distance of 1048.07 feet to a point;

THENCE departing said Right-of-Way line S 88°15'17" W, 1562.5 feet, more or less, to a point on the thread of Flat Creek;

THENCE along said thread, which is approximated by the following courses:

THENCE N 02°24' E, 10.5 feet more or less, to a point;
THENCE N 40°54' E, 51.4 feet, more or less, to a point;
THENCE N 14°55' E, 34.9 feet, more or less, to a point;
THENCE N 22°05' E, 15.8 feet, more or less, to a point;
THENCE N 16°13' W, 33.0 feet, more or less, to a point;
THENCE N 27°45' W, 55.4 feet, more or less, to a point;
THENCE N 21°16' W, 6.1 feet, more or less, to a point;
THENCE N 18°40' E, 62.8 feet, more or less, to a point;
THENCE N 03°45' W, 50.8 feet, more or less, to a point;
THENCE N 18°47' W, 54.5 feet, more or less, to a point;
THENCE N 30°39' W, 47.9 feet, more or less, to a point;
THENCE N 05°57' E, 31.7 feet, more or less, to a point;
THENCE N 01°30' W, 107.4 feet, more or less, to a point;
THENCE N 08°10' E, 76.1 feet, more or less, to a point;
THENCE N 10°43' E, 48.3 feet, more or less, to a point;
THENCE N 04°36' W, 70.5 feet, more or less, to a point;
THENCE N 01°01' W, 56.6 feet, more or less, to a point;
THENCE N 13°02' E, 44.5 feet, more or less, to a point;

THENCE departing said thread N 60°01'15" E, 937.5 feet, more or less, to the southwest corner of said Tract A;

THENCE along the southerly line of said Tract A, N 87°51'24" E, 393.38 feet to the **POINT OF BEGINNING**.

Said parcel encompasses 36.1 acres more or less.

The base bearing for this description is N 00°06'21" W along the north-south center section line between the center one-quarter corner and the north quarter corner of Section 7, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, per the 2008, boundary survey performed by John Batson, PLS 6193.

Exhibit B continued

Legal Description of Buckrake Property—PIDN 22-40-16-07-1-00-016

A parcel of land in the SE1/4NE1/4 of Section 7 and the SW1/4NW1/4 of Section 8, T 40 N., R. 116 W. 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the 1/4 corner common to said Sections 7 and 8;

THENCE along the E-W center section line of said Section 7, S 89°48'52" W, 710.3 feet, more or less, to a point on the thread of Flat Creek;

THENCE along said thread approximated by the following courses:

THENCE N 13°57' E, 126.4 feet, more or less, to a point;
THENCE N 01°50' E, 55.4 feet, more or less, to a point;
THENCE N 14°40' W, 37.1 feet, more or less, to a point;
THENCE N 34°13' W, 59.6 feet, more or less, to a point;

THENCE departing said thread, N 13°03'39" E, 459.1 feet, more or less, to a point on the thread of Flat Creek;

THENCE along said thread approximated by the following courses:

THENCE N 03°00' W, 42.7 feet, more or less, to a point;
THENCE N 21°09' W, 30.6 feet, more or less, to a point;
THENCE N 03°29' E, 48.2 feet, more or less, to a point;
THENCE N 04°18' W, 60.9 feet, more or less, to a point;
THENCE N 21°49' W, 20.0 feet, more or less, to a point;
THENCE N 33°25' W, 22.2 feet, more or less, to a point;
THENCE N 83°06' W, 31.2 feet more or less, to a point;
THENCE S 79°45' W, 63.2 feet, more or less, to a point;
THENCE N 25°28' W, 39.9 feet, more or less, to a point;
THENCE N 02°24' E, 16.9 feet, more or less, to a point;

THENCE departing said thread, N 88°15'17" E, 1562.5 feet, more or less, to a point on the westerly Right-of-Way line of U.S. Highway 26/89/189/191, being coincident with the easterly line of that Right-of-Way line easement recorded in Book 361 of Photo, Page 800-801 in the Office of the Clerk of Teton County, Wyoming, being a point on a curve concave to the west, and bearing N 77°46'04" E from the radius point of said curve;

THENCE along said original westerly Right-of-Way line and easterly line of said Right-of-Way easement, following a curve to the left with an arc length of 28.81 feet, a radius of 11194.90 feet and whose chord bears S 12°09'30" E, a distance of 28.81 feet to a point of tangency (PT);

THENCE continuing along said Right-of-Way line S 12°05'05" E, 175.90 feet to a point of curvature (PC);

THENCE continuing along said Right-of-Way line following a curve to the left with an arc length of 881.07 feet, a radius of 11315.03 feet and whose chord bears S 14°18'56" E, a distance of 880.84 feet to a point of intersection south line of said SW1/4NW1/4 of Section 8;

THENCE departing said westerly Right-of-Way line along said south line of the
SW1/4NW1/4 of Section 8, N 88°04'54" W, 1061.55 feet to the POINT OF
BEGINNING

Said parcel encompasses 36.8 acres more or less

The base bearing for this description is N 00°06'21" W along the north-south center
section line between the center one-quarter corner and the north quarter corner of Section
7, Township 40 North, Range 116 West, 6th P M., Teton County, Wyoming, per the 2008,
boundary survey performed by John Batson, PLS 6193

This description was written from record data and from said 2008 boundary survey
performed by John Batson

Exhibit B continued

Legal Description for Big Mountain Property—PIDN 22-40-16-05-3-00-014

A parcel of land in the SW1/4SW1/4 of Section 5 and the E1/2SE1/4SW1/4 and S1/2SE1/4 of Section 6, T. 40 N., R. 116 W. 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the SE1/16th corner of said Section 6,

THENCE along the north line of said S1/2SE1/4 of said Section 6, N 89°50'16" E, 1341.42 feet to the S1/16th corner common to said Sections 5 and 6;

THENCE along the north line of said SW1/4SW1/4 of section 5, S 87°31'43" E, 21.27 feet to a point on the westerly right-of-way line of U.S. Highway 26/89/189/191, being a point on a non-tangent curve concave to the east, and bearing S 81°09'45" W from the radius point of said curve;

THENCE along said westerly right-of-way, following said non-tangent curve to the left with an arc length of 229.20 feet, a radius of 7698.40 feet and whose chord bears S 09°41'52" E, a distance of 229.19 feet to a point;

THENCE departing said westerly right-of-way, S 89°18'31" W, 1399.0 feet, more or less, to a point on the thread of Flat Creek;

THENCE along said thread, which is approximated by the following courses:

S 42°17' E, 37.1 feet to a point;
N 82°36' E, 57.7 feet to a point;
S 78°17' E, 42.5 feet to a point;
S 69°04' E, 59.9 feet to a point;
S 30°33' E, 49.8 feet to a point;
S 09°37' E, 37.8 feet to a point;
S 06°05' E, 39.6 feet to a point;
S 22°23' E, 34.3 feet to a point;
S 16°41' E, 22.78 feet to a point;
S 23°31' E, 72.5 feet to a point;
S 25°52' E, 80.0 feet to a point;
S 32°10' E, 119.9 feet to a point;
S 29°25' E, 58.8 feet to a point;
S 33°54' E, 25.1 feet to a point;
S 28°52' E, 69.7 feet to a point;
S 44°45' E, 34.7 feet to a point;

THENCE departing said thread, S 89°29'02" W, 2450.4 feet, more or less, to a point on the West line of said E1/2SE1/4SW1/4 of said Section 6;

THENCE along said West line of said E1/2SE1/4SW1/4, N 00°09'13" E, 466.52 feet to a point;

THENCE N 89°21'53" E, 648.50 feet to a point to a point on the north-south center section line of said Section 6;

THENCE along said north-south center section line, N 00°58'58" W, 405.24 feet to a point coincident with the C-S 1/16th corner of said Section 6;

THENCE departing said north-south center section line, N 89°50'16" E, 1341.42 feet along the North line of said S1/2SE1/4 of said Section 6 to the POINT OF BEGINNING;

Said parcel encompasses 45.1 acres more or less.

The base bearing for this description is N 00°06'21" W along the north-south center section line between the center one-quarter corner and the north quarter corner of Section 7, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, per the 2008, boundary survey performed by John Batson, PLS 6193.

This description was written from record data and from said 2008 boundary survey performed by John Batson.

EXHIBIT C
Pre-Approved Palate--attached

Exhibit C to CWC CCRS

Exterior Wall Construction:

1. Board formed concrete
2. Weathered-steel wall panels
3. Aluminum wall cladding with wood veneer powder coated finish
4. Aluminum windows and doors with three-coat fluoropolymer finish.
5. Low-E insulated glazing

Roofing:

1. Low Slope Roof - Poly-vinyl chloride membrane
2. Weathered-steel standing seam roof
3. Simulated standing seam roof – Poly-vinyl chloride membrane

[END OF DOCUMENT]