

# CONVERSE COUNTY COMMISSION MEETING

April 7, 2026 - 8:00 a.m. to 4:00 p.m.

107 N. 5TH STREET, SUITE 114, DOUGLAS, WY 82633

Commission Chambers are OPEN to the public.

1. 8:00 A.M. CONVENE MEETING, PLEDGE OF ALLEGIANCE  
**CONVERSE COUNTY COMMISSIONERS:**  
James H. Willox, Chairman  
Richard C. Grant, Vice Chairman  
Robert G. Short, Board Member  
Trent Kaufman, Board Member  
Donald Blackburn, Board Member
2. 8:15 A.M. COMMISSION PAPERWORK
  - Review/Signature of Vouchers and Warrants, Review of Commission Folders and Documents
3. 10:00 A.M. DEPARTMENT UPDATES - TECHNICAL SERVICES DEPARTMENT  
Chris Caskey, Technical Services Director
4. 10:45 A.M. PUBLIC HEARING: TRANSFER OF RETAIL LIQUOR LICENSE, BLACK GOLD FUELS, LLC  
Karen Rimmer, County Clerk
  - Retail Liquor License Transfer: Short Supply LLC DBA Short Supply to Black Gold Fuels, LLC DBA County Line Liquors, 7 55 Ranch Road, Rolling Hills, WY 82637

Documents:

[PN LIQUOR LICENSE TRANSFER AND RENEWAL, BLACK GOLD FUELS LLC.PDF](#)

5. 11:00 A.M. PUBLIC HEARING: ANNUAL CONVERSE COUNTY LIQUOR LICENSE RENEWALS  
Karen Rimmer, County Clerk
  1. Black Gold Fuels LLC DBA County Line Liquors, Retail Liquor License
  2. Esterbrook Lodge LLC DBA Esterbrook Lodge, Retail Liquor License
  3. Fast Stop 1133 Inc. DBA Fast Stop 1133, County Malt Beverage Permit
  4. GV Douglas LLC DBA Douglas KOA Journey, Retail Liquor License with Guest Ranch

Designation

5. Stinker Stores Inc. DBA Stinker Store #218, Restaurant Liquor License
6. Kevin Tate DBA Fort Diablo, Retail Liquor License

Documents:

[UPDATED PN LIQUOR LICENSE RENEWALS 2026.PDF](#)  
[PN LIQUOR LICENSE TRANSFER AND RENEWAL, BLACK GOLD FUELS LLC.PDF](#)

6. 11:30 A.M. UPDATES - LAPRELE IRRIGATION DISTRICT, LAPRELE DAM PROJECT  
*Representatives of LaPrele Irrigation District and HDR Engineering, Inc.*
7. 12:00 P.M. RECESS FOR LUNCH
8. 1:00 P.M. UPDATES - CONVERSE COUNTY AGING SERVICES, INC.  
  
Representatives of CC Aging Services, Inc.
9. 1:30 P.M. DEPARTMENT UPDATES - EMERGENCY MANAGEMENT SERVICES  
Russ Dalgarn, Emergency Management Director
10. 2:00 P.M. DEPARTMENT UPDATES - ROAD & BRIDGE  
Jason Wilkinson, R&B Superintendent; Todd Mattson, HDR Engineering Inc.
11. 3:00 P.M. UPDATES - DUTCHMAN SOLAR/BRIGHTNIGHT SOLAR FARM PROJECT  
*Donald Millar, Senior Director/Development, BrightNight*
12. 4:00 P.M. CONVERSE COUNTY BOARD OF HEALTH MEETING  
Quarterly: Jan - April - July- Oct
13. **GENERAL COUNTY BUSINESS & ACTION ITEMS**  
Meeting Minutes, Monthly Warrants, Monthly Reports, Tax Refunds & Cancellations, Void Warrants, Resolutions, Agreements/Amendments, etc.

- Commission Minutes, March 17, 2026, and March 24, 2026
- COR No. 1, Animal Shelter Expansion Project - Vault Relocation
- Community Service Grant, Converse County - CC Waves Swim Club, Inc.
- Agreement for Professional Services, Converse County - HDR Engineering Inc., Grant Administration
- Amendment No. 3, Engineering Services Agreement, Jenne Trail Rd and Ross Rd Phase 3 Reconstruction Project
- Notice to Proceed, Jenne Trail Rd and Ross Rd Phase 3 Reconstruction Project - Croell, Inc.
- Roadway Use Agreements: Croell Inc., Big Sky Civil Constructors Inc. and Montana

Civil Contractors Inc. Joint Venture, K&M Mining, LLC

- Bore Permits: ONEOK Bakken Pipeline LLC, Thunder Creek Gas Services LLC

Documents:

03.17.2026 OFFICIAL.PDF  
03.24.2026 OFFICIAL SPECIAL MEETING.PDF  
COR NO. 1, ANIMAL SHELTER, VAULT-FRONT RANGE.PDF  
FY2026 AID TO OTHERS CC WAVES SWIM.PDF  
AMENDMENT - OWNER-ENGINEER AGREEMENT JENNE TRAIL PH3  
AMENDMENT 3 - 03.19.2026 - SIGNED.PDF  
AMENDMENT - OWNER-ENGINEER AGREEMENT JENNE TRAIL PH3  
AMENDMENT 3 - 03.19.2026 - SIGNED.PDF  
NOTICE TO PROCEED JENNE TRAIL PHASE 3.PDF  
RUA CROELL INC. CR3-WAGONHOUND RD 04.2026.PDF  
RUA BIG SKY CIVIL CONSTRUCTION, MONTANA CIVIL CR13-NATURAL  
BRIDGE RD 04.2026.PDF  
RUA KM MINING, CR50-PICKENPAUGH RD 04.2026.PDF  
RUA KM MINING CR49-REESE RD 04.2026.PDF  
BORE PERMIT, ONEOK BAKKEN PIPELINE CR34-JENNE TR 04.07.2026.PDF  
BORE PERMIT, THUNDER CREEK GAS SVCS CR43-WALKER CR RD  
04.07.2026.PDF

14. OTHER UPCOMING EVENTS

- April 3, 5p - Deadline for FY2027 Community Service Grant Applications
- April 10, 3p - Special Commissioner Meeting - Clerk of District Court Appointment
- April 7&8, 8a-5p - Commissioner Meeting (1st Tues/Wed of each month)
- April 7, 7-8a - Elected Officials Breakfast Meeting (MHCC Boardroom)
- April 8, 7-8a - City/County Breakfast Meeting (MHCC Boardroom)
- April 14, 4p - EWC Beam Signing Ceremony
- April 16, 9a - CCJJC Joint Powers Board Meeting (3rd Thurs of each month)
- April 21, 8a-5p - Commissioner Meeting (3rd Tues of each month)
- April 21, 3p - Planning & Zoning Commission Meeting (3rd Tues of each month)

This agenda is subject to change at any time without notice. The Board may recess into Executive Session, if necessary, at any time. Previous versions of this agenda are available on this website at all times. A regular meeting will be held on Tuesday, April 21, 2026, at 8:00 a.m. unless otherwise posted. at the Converse County Courthouse within Commission Chambers, 107 N. 5th Street, Douglas, Wyoming. The public is invited to attend any Commissioner meeting. To get on the agenda, contact the County Clerk via email or by calling 307-358-2244 by the Thursday prior to the meeting. Per W.S. §18-3-516(f), access to county information can be obtained at the County's official website, [www.conversecountywy.gov](http://www.conversecountywy.gov) or by calling the County Clerk's Office 307-358-2244.

**NOTICE OF PUBLIC HEARING FOR THE APPLICATION OF NEW LIQUOR LICENSE,  
CONVERSE COUNTY, WYOMING, 2026-2027**

Notice is hereby given that the applicant whose name is set forth below has filed an application for the Transfer and Renewal of an Annual Liquor License in the Office of the County Clerk, County of Converse, Wyoming. The name of said applicant, receipt date of application, type of license/permit, and the description of the licensed premise are set forth as follows: Black Gold Fuels, LLC, DBA County Line Liquors, 03/11/2026, Retail Liquor License, 7 55 Ranch Road, Glenrock (Rolling Hills) WY 82637. Protests, if any, against the transfer of this license will be heard at **10:45 a.m., April 7, 2026**, by the Board of Converse County Commissioners in Commission Chambers, Converse County Courthouse, 107 N. 5<sup>th</sup> Street, Douglas, Wyoming. Protests, if any, against the renewal of this license will be heard at **11:00 a.m., April 7, 2026**, by the Board of Converse County Commissioners the same location.

/s/ Karen Rimmer, County Clerk

Publish: March 18 & 25, 2026, Douglas Budget/Glenrock Independent

**NOTICE OF PUBLIC HEARING FOR THE RENEWAL OF LIQUOR LICENSES AND  
PERMITS, CONVERSE COUNTY, WYOMING, 2026-2027**

Notice is hereby given that the applicants whose names are set forth below have filed applications for renewal of their Annual Liquor License or Permit in the Office of the County Clerk, County of Converse, Wyoming. The names of said applicants, receipt date of application, type of license/permit, and the description of the licensed premise are set forth as follows: 1. Esterbrook Lodge LLC DBA Esterbrook Lodge, 02/25/2026, Retail Liquor License, 32 Pine Ave-Esterbrook, Douglas, WY; 2. Fast Stop 1133 Inc. DBA Fast Stop 1133, 02/03/2026, County Malt Beverage Permit, 75 US Hwy 18 & 20, Douglas, WY; 3. GV Douglas LLC DBA Douglas KOA Journey, 01/30/2026, Retail Liquor License, 168 Cold Springs Rd, Douglas, WY; 4. Stinker Stores Inc. DBA Stinker Store #218, 2/20/2026, Restaurant Liquor License, 2332 East Richards Street, Douglas, WY; 5. Tate, Kevin DBA Fort Diablo, 2/19/2026, Retail Liquor License, 1136 US-87, Glenrock, WY. Protests, if any, against the issuance of such licenses or permits will be heard at **11:00 a.m., April 7, 2026**, by the Board of Converse County Commissioners in Commission Chambers, Converse County Courthouse, 107 N. 5<sup>th</sup> Street, Douglas, Wyoming.

/s/ Karen Rimmer, County Clerk

Publish: Mar 11 & 18, 2026, Douglas Budget/Glenrock Independent

**NOTICE OF PUBLIC HEARING FOR THE APPLICATION OF NEW LIQUOR LICENSE,  
CONVERSE COUNTY, WYOMING, 2026-2027**

Notice is hereby given that the applicant whose name is set forth below has filed an application for the Transfer and Renewal of an Annual Liquor License in the Office of the County Clerk, County of Converse, Wyoming. The name of said applicant, receipt date of application, type of license/permit, and the description of the licensed premise are set forth as follows: Black Gold Fuels, LLC, DBA County Line Liquors, 03/11/2026, Retail Liquor License, 7 55 Ranch Road, Glenrock (Rolling Hills) WY 82637. Protests, if any, against the transfer of this license will be heard at **10:45 a.m., April 7, 2026**, by the Board of Converse County Commissioners in Commission Chambers, Converse County Courthouse, 107 N. 5<sup>th</sup> Street, Douglas, Wyoming. Protests, if any, against the renewal of this license will be heard at **11:00 a.m., April 7, 2026**, by the Board of Converse County Commissioners the same location.

/s/ Karen Rimmer, County Clerk

Publish: March 18 & 25, 2026, Douglas Budget/Glenrock Independent

**Unapproved Minutes**  
**Board of Commissioners of Converse County**  
**March 17, 2026**

The regular meeting was called to order at 8:15 a.m. on March 17, 2026. Present in person were Commission Chairman, Jim Willox; Commission Vice-Chairman Rick Grant; Commissioners Robert Short, Trent Kaufman and Donald Blackburn; and County Clerk, Karen Rimmer.

Mr. Todd Mattson and Mr. Kenny Sission, HDR Engineering, Inc., provided updates on the Jenne Trail Road Reconstruction Project Phase 3. Following discussion, Mr. Grant moved to approve the U.S. Forest Service Temporary Construction permit for the Jenne Trail Phase 3 Reconstruction Project effective March 17, 2026, through December 31, 2030; Mr. Blackburn seconded; motion carried. Other updates on that project included project management and pre-construction meetings; forthcoming construction schedule; and potential contract amendments to be presented at a subsequent meeting. The 55 Ranch Road Reconstruction Project, which is in design phase only, was discussed as length including condition of culverts, significant drainage issues, the Sand Creek Crossing. Mr. Mattson and Mr. Sission recently met with impacted landowners and received opposition and misinformation. The Commissioners discussed options such as abandoning all or a portion of the project; using the existing road placement despite safety concerns; turning the road into a gravel road versus asphalt; and scheduling a public meeting specific to the project in order to provide accurate information to and answer questions of the public.

Mr. Short moved to recess into Executive Session pursuant to W.S. 16-4-405(a)(vii) to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price. to consider; Mr. Kaufman seconded. The regular meeting recessed at 8:47 a.m. and reconvened at 9:06 a.m. No action was taken.

Mr. Jason Wilkinson, Road & Bridge Superintendent, and Mr. John Shephard, Foreman, presented other departmental updates, including multiple Roadway Use Agreements for industrial projects including the LaPrele Dam Project and gravel pits. Other discussions included trucking; increased fuel prices and associated fuel surcharges; gravel hauling and projects; a potential Rural Fire building along Walker Creek Road; and ongoing and upcoming projects. No action was taken.

Ms. Kristin Watson, HR Director, provided multiple departmental updates including current and upcoming job postings; new employees; current turnover rate; health insurance fund update; Time & Attendance; and Wellness, for which Converse County has received the gold level recognition from Cigna for the second year in a row. The upcoming health insurance renewal timeline was reviewed, as well as GoCo usage and renewal, which the Commissioners authorized. The Commissioners reviewed previously presented personnel policy language Following discussion, Mr. Short moved to approve revisions to Section 5.01 PTO (Paid Time Off) for Eligible Employees as presented; Mr. Blackburn seconded; motion carried. Lengthy discussion followed regarding administrative leave, including the definition of and authorized use. Mr.

Blackburn moved to adopt new language pertaining to administrative leave as presented and amended and renumber as appropriate within the policy manual; Mr. Kaufman seconded; motion carried.

Mr. Eli Guissler and Mr. Taya Heineman, Outdoor Enthusiasts of Converse County (OECC) Board members, along with Mr. Austin Burgiss, Executive Director of Central Wyoming Trails Alliance (Alliance), discussed their interest in the County's purchase of lands adjacent to Ayres Natural Bridge Park; newly available recreation grant funding; and the first phase of an ongoing trail expansion project that both groups are assisting with for the State of Wyoming-owned Duncan Ranch Trail system in conjunction with Occidental Energy and The Great Outdoors Fund. The LaPrele Dam Replacement Project was discussed as this necessary project will delay recreational development in certain areas. The Commissioners suggested OECC and the Alliance present a conceptual plan(s) to the Commissioners within the next ninety days for a hiking and biking trail outside of property committed to access and staging for the LaPrele Project. The County Park Trail system plan was also discussed, which the Commissioners are still in favor of, as OECC and the Alliance are willing to assist with as well. No action was taken.

Mr. Mike Jennings, Relic Services, LLC, provided updates on the Converse County Shooting Complex Improvements Project and presented a draft scope of work document for review; a public notice for this phase of the project will be formally published at a later date. Ongoing communications with stakeholders, including the Sheriff's Office, UW Extension Office, Fort Fetterman Sportsman's Association, and Douglas Trap Club, were reviewed, as well as opportunities to clean up lead on the site for little to no cost. The Commissioner provided Mr. Jennings with direction on next steps and thanked him for his work. No action was taken.

Ms. Alexandra Wilkinson and Ms. Erin Graham, Porter Muirhead Cornia & Howard (PMCH), presented the final FY2025 Financial Statement (audit), which was a clean audit with an unmodified opinion, and answered questions from the Commissioners. No action was taken.

Mr. Short moved to recess into Executive Session pursuant to W.S. 16-4-405(a)(ii) to consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee; Mr. Kaufman seconded. The regular meeting recessed at 11:34 a.m. and reconvened at 12:02 p.m.; no action was taken.

The meeting recessed at 12:00 p.m. and reconvened at 1:00 p.m.

Ms. Darcey Cowardin, Public Health Nurse Manager, provided departmental updates including vaccination programs; Plans of Safe Care; vacant nursing position; and Health Advisory Notifications (HANs) received from the Wyoming Department of Health for RSV and Pertussis diseases. Ms. Cowardin answered questions from the Commissioners; no action was taken.

Ms. Dru Palmer, DRU Consulting, provided updates on various energy and natural resource topics, including the recently vacated Converse County Oil & Gas EOC; the Wyoming Coal Study; final rule from DOI regarding NEPA Implementing Procedures; upcoming US Forest Service meetings; Thunder Basin National Grassland (TBNG) Working Group pertaining to prairie dogs and the associated Mapping Subcommittee; USDA Project-Level Predecisional Administrative Review Process Proposed Rule; USDA Oil and Gas Resources Final Rule; USDA Locatable Mineral Proposed Rule, for which the Commissioners will submit comments; and a

request from the Department of Energy for information on the Establishment of Nuclear Lifecycle Innovation Campuses. Upcoming Sage Grouse Implementation Team (SGIT) meetings were discussed as well as WCCA updates regarding the 2026 Congressional Tour, which will take place in the northeast section of Wyoming and will include Converse County. Ongoing meetings with Congresswoman Harriet Hageman’s Office were reviewed , as well as an overview of outcomes and information pertaining to meetings with federal agencies while Ms. Palmer and Converse County Commissioners were in Washington D.C. including the Buffalo Field Office Environmental Assessment; BLM Conservation and Landscape Health Proposed Rule; BLM Areas of Critical Concern; USDA Roadless Rule; and USFS Deregulation. The now fully-funded Wyoming Grants Management Office was discussed, and a Wyoming Funding Summit will be held in Gillette at no cost to attendees in June to provide regional grant training, networking with state and federal partners, and provide a foundation for more public/private partnerships. No action was taken.

A work session began at 2:30 p.m. to discuss the County Surveyor position; camera system within Commission Chambers; and timeclock kiosks. Lengthy discussion followed and no action was taken.

The minutes of the March 3 and 4, 2026 regular meeting and Executive Session were approved and ordered filed.

Mr. Short moved to approve March monthly reports: Public Health \$10,242.53 sheriff \$2,353.74; VOID Warrant #74851 \$18,205.30 incorrect entry/reissue; Mr. Blackburn seconded; motion carried.

Mr. Grant moved to approve and accept the FY2025 Converse County Financial Statement (audit) as presented; Mr. Kaufman seconded; motion carried.

Mr. Kaufman moved to grant a variance to any potential county-wide fire ban to Deer Creek Muzzle Loaders for their annual shooting event on June 12, 13, and 14, 2026, and September 18, 19, and 20, 2026, as requested; Mr. Grant seconded. Discussion followed regarding County liability the need for County Fire Warden authorization of any variance. A friendly amendment to the motion was made to include “with concurrence from the County Fire Warden”; no further discussion and motion carried.

Mr. Short moved to request the funding allocation for Wyoming Gaming Commission Responsible Gambling Behavior funds in the amount of \$8,587.03 pursuant to W.S. 9-24-104; Mr. Blackburn seconded; motion carried.

Mr. Grant moved to approve contract between Wyoming State Parks and Cultural Resources and Converse County in the amount of \$10,000 for a term from execution through June 30, 2026, to be utilized for Semiquincentennial Celebration activities in Converse County; Mr. Blackburn seconded; motion carried.

Mr. Short moved to adopt and approve:

**RESOLUTION NO. 02-26**

**A RESOLUTION FOR DESIGNATION OF ELECTION DISTRICTS AND PRECINCTS  
AND ASSOCIATED POLLING PLACES**

WHEREAS, W.S. 22-7-101 provides that the Board of County Commissioners shall divide the county into not more than thirty (30) election districts, not later than its first meeting in May in every general election year; and

WHEREAS, the Board of County Commissioners shall set the election districts with the advice or recommendation of the County Clerk; and

WHEREAS, the County Clerk recommends no changes be made for any of the designated polling places for all election districts and precincts as described below; and

WHEREAS, the County Clerk recommends no changes be made for any of the designated boundaries of the nineteen (19) Converse County election districts but recommends all legal descriptions of election districts be updated to ensure clarity of said boundaries, as described herein.

NOW, THEREFORE, BE IT RESOLVED, that the following Election District and Precinct polling places are to be set for the next two (2) years in Converse County.

<i>District &amp; Precinct</i>	<i>Precinct Name</i>	<i>Polling Location</i>	<i>Address</i>	<i>Location</i>
1-1	Lost Springs	Eastern WY College	800 S. Wind River Drive	Douglas
2-2	Orin	Recreation Center	1703 Hamilton St.	Douglas
3-1	Guthrie	Eastern WY College	800 S. Wind River Drive	Douglas
4-4	Rural Douglas	Recreation Center	1703 Hamilton Street	Douglas
6-6	Boxelder	Recreation Center	412 S. 4 <sup>th</sup> Street	Glenrock
7-7	LaPrele	Recreation Center	1703 Hamilton Street	Douglas
8-8	East Antelope	Eastern WY College	800 S. Wind River Drive	Douglas
9-1	East Glenrock	Recreation Center	412 S. 4 <sup>th</sup> Street	Glenrock
9-2	West Glenrock	Recreation Center	412 S. 4 <sup>th</sup> Street	Glenrock
10-10	Rural Glenrock	Recreation Center	412 S. 4 <sup>th</sup> Street	Glenrock
11-11	Rolling Hills	Recreation Center	412 S. 4 <sup>th</sup> Street	Glenrock
13-13	Dry Creek	Dry Creek Hall	3549 State Highway 59	Bill
20-20	Orpha	Recreation Center	1703 Hamilton Street	Douglas
23-1	Northeast Douglas	Recreation Center	1703 Hamilton Street	Douglas

23-2	Northwest Douglas	Recreation Center	1703 Hamilton Street	Douglas
23-3	Southwest Douglas	Recreation Center	1703 Hamilton Street	Douglas
23-4	Courthouse	Recreation Center	1703 Hamilton Street	Douglas
23-5	South Douglas	Recreation Center	1703 Hamilton Street	Douglas
23-6	Fairview	Recreation Center	1703 Hamilton St.	Douglas
All	Absentee Voting	Courthouse, County Clerk Office	107 N. 5 <sup>th</sup> Street., Ste. 114	Douglas

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the following Election Districts and Precincts are to be set for the next two (2) years in Converse County, per W.S. 22-7-101.

1-1 Lost Springs: Beginning at the intersection of East Antelope Road (CR 52) and the Douglas city limits boundary line, north and northwest along Douglas city limits boundary line to the intersection with North 5th Street; then east and north along Douglas city limits boundary line to the intersection with Hwy 59; then northeast to the intersection with Walker Creek Road (CR 43); then northeast on the southerly side of Walker Creek Road to the intersection with Manning Road (CR 53); then east along the southerly side of Manning Road to the intersection with Niobrara County line; then south along Niobrara County line to intersection with Platte County line; then west along Platte County line to Reese Road Extension (two track road); then north along the westerly side of Reese Road Extension and Reese Road (CR 49) to the intersection with Hwy 18-20; then southwest on the northerly side of Hwy 18-20 to the intersection with East Antelope Road; then west along the northerly side of East Antelope Road back to the point of beginning.

2-2 Orin: Beginning at the intersection of Esterbrook Road (Hwy 94) and the Douglas city limits boundary line; then south on the easterly side of Esterbrook Road (Hwy 94) to mile marker 9.10; then east, southeast, and northeast along the northerly side of a two-track road to North Platte River; then continuing east along the northerly side of the North Platte River to the intersection with I-25; then northwest on the southerly side of I-25 to Exit 135; then off Exit 135 continuing north and west along East Richards Street to the Douglas city limits boundary line; then west and north along Douglas city limits boundary line to Golf Course Road; then southeast along Golf Course Road and following the Douglas city limits boundary line around the Douglas Golf Course and back to I-25; then west along I-25 to the westerly line of the railroad tracks; then north and west along Douglas city limits boundary lines to the North Platte River; then south and east along the easterly side of the North Platte River; then following the Douglas city limits boundary line along the northeasterly side of I-25; then along the northerly side of I-25 and following Douglas city limits boundary line back to the point of beginning.

3-1 Guthrie: Beginning at intersection of Bedtick Road (CR 8) and Esterbrook Road (Hwy 94), south on Esterbrook Road to mile marker 9.10; then southeast and northeast along a two-track road to North Platte River; then continuing east along the southerly side of the North Platte River to the intersection with I-25; then southeast

along the southerly side of I-25 to Platte County line; then west along Platte County line to the Albany County line; then west along Albany County line to the intersection with Converse County school district boundary line; then north on Converse County school district boundary line to the intersection with Cold Springs Road (Hwy 91); then northeast on the southerly and easterly sides of Cold Springs Road to the intersection with Bedtick Road; then east on the southerly side of Bedtick Road back to the point of beginning. 4-4 Rural Douglas: Beginning at westerly Douglas city limits boundary line where Esterbrook Road (Hwy 94) intersects with the underpass on I-25; then south on Esterbrook Road to the intersection with Bedtick Road (CR 8); then west and north on the northerly side of Bedtick Road to the intersection with Cold Springs Road; then north on the easterly side of Cold Springs Road to the intersection with LaPrele Road (Hwy 96); then west and north on the northerly side of LaPrele Road to the intersection with I-25; then east and south on the southerly side of I-25 to Exit 140; then east on Exit 140 to the intersection with South Riverbend Drive; then following the westerly Douglas city limits boundary line back to the point of beginning at Esterbrook Road and the I-25 underpass, and excluding any annexed and incorporated parcels situated within the described area. 6-6 Boxelder: Beginning at the North Platte River at the Natrona County line, south to the Albany County line; then east on the Albany County line to Converse County school district boundary line; then north and east on Converse County school district boundary line to the southerly side of the North Platte River; then west on the southerly side of the North Platte River back to the point of beginning and including the unincorporated parcels within the Glenrock town limits. 7-7 LaPrele: Beginning at the intersection of LaPrele Road (Hwy 96), Sunflower Trail, Cherokee Trail (CR 30), and I-25, then east along the southerly side of LaPrele Road to the intersection with Cold Springs Road (Hwy 91); then south and southwest along the westerly side of Cold Springs Road to the intersection with the Converse County school district boundary line; then north on the easterly and southerly side of the Converse County school district boundary line to the intersection with the North Platte River; then east along the southerly side of the North Platte River to the Douglas city limits boundary line; then south along the Douglas city limits boundary line to I-25, Exit 140; then north on the northwesterly side of I-25 back to the point of beginning and including unincorporated parcels situated within the described area. 8-8 East Antelope: Beginning at intersection of East Antelope Road (CR 52) and Douglas city limits boundary line, then north and east on the southerly side of East Antelope Road to the intersection with Hwy 18-20; then east on the northerly side of Hwy 18-20 to the intersection with Reese Road (CR 49); then south on the westerly and southerly side of Reese Road and Reese Road Extension (two-track road) to Platte County line; then west on Platte County line to the intersection with I-25; then northwest on the northerly side of I-25 to Exit 135 and East Richards Street; then west along East Richards Street to the intersection with Douglas city limit boundary lines; then northwest along Douglas city limits boundary line back to the point of beginning. 9-1 East Glenrock: Beginning at the intersection of East Birch Street, Hwy 87-20-26 and South 2nd Street, south on the easterly side of South 2nd Street to Young Boulevard; then east and north following the westerly side of Glenrock town limits boundary line to East Birch Street; then east to Sunup Ridge Addition; then southeast and east along the easterly and northerly sides of Glenrock town limits boundary line to Colt Street; then north and east on

the northerly side of Glenrock town limits boundary line to Hwy 87-20-26; then following Glenrock town limits boundary line around to the Glenrock Business Park; then north and west along Glenrock town limits boundary line to Brubaker Road; then following Glenrock town limits boundary line, including the Country Estates Subdivision, to the easterly line of Glenrock Town Park; then following Glenrock town limits boundary line to the easterly side of Deer Creek; then west to Deer Creek; then south along Deer Creek to the northerly line of the railroad tracks; then west to the extension of South 2nd Street; then south back to the point beginning, excluding any unincorporated parcels situated within the described area. 9-2 West Glenrock: Beginning at the intersection of West Birch Street, Hwy 87-20-26, and South 2nd Street, south to Young Boulevard; then east on Young Boulevard to Glenrock town limits boundary line; then west to Deer Creek Road, (CR 19); then southwest following Glenrock town limits boundary lines around to I-25; then north following westerly side of Glenrock town limits boundary line to Platte Street; then east on Platte Street following the Glenrock town limits boundary line back to the point of beginning. 10-10 Rural Glenrock: Beginning at the intersection of the Natrona County line and North Platte River, north along Natrona County line to the intersection of Johnson, Campbell, and Converse County lines; then east to Converse County school district boundary line; then south on Converse County school district boundary line to the intersection with North Platte River; then west on the northerly side of the North Platte River back to the point of beginning, and excluding any incorporated parcels situated within the described area. 11-11 Rolling Hills: Beginning at any point along the incorporated Town of Rolling Hills Subdivision Number 4 town limits boundary line; and including the annexation of Lots 173 and 174, Rolling Hills Subdivision Number 3; Tract 1, Fox Addition; and Lots 1-8 inclusive of the Antelope Ridge Subdivision back to the point of beginning. 13-13 Dry Creek: Beginning at the intersection of Hwy 59 and Walker Creek Road (CR 43), north on the westerly side of Hwy 59 to Highland Loop Road (CR 32); then west on the northerly side of Highland Loop Road to the intersection with Orpha Road (Hwy 93); then south on the northerly side of Orpha Road to the intersection with Hwy 95 and Ross Road (CR 31); then south and southwest on the northerly side of Hwy 95 to the intersection with Converse County school district boundary line; then north on the easterly side of Converse County school district boundary line to Campbell County line; then east on the Campbell County line to Niobrara County line; then south on the Niobrara County line to the intersection with Manning Road (CR 53); then west on the northerly side of Manning Road to intersection with Walker Creek Road; then south on the northerly side of Walker Creek Road back to the point of beginning. 20-20 Orpha: Beginning at the northwesterly Douglas city limits boundary lines at the intersection of Hwy 59 and the North Platte River, west on the northerly side of North Platte River to Converse County school district boundary line; then north on Converse County school district boundary line to the intersection with Hwy 95 and Ross Road (CR 31); then east and north along the southerly side of Hwy 95 to the intersection with Orpha Road (Hwy 93); then north on the northerly side of Orpha Road to the intersection with Highland Loop Road (CR 32); then east on the southerly side of Highland Loop Road to the intersection with Hwy 59; then south on the westerly side of Hwy 59 to the Hwy 59 and 4th Street connector; then south on the westerly side of 4th Street connector to the intersection with Douglas city limits boundary line; then west along

the northerly side of Douglas city limits boundary line and North Platte River back to the point of beginning, excluding any incorporated parcels situated within the described area. 23-1 Northeast Douglas: Beginning at the intersection of North 4th Street and Center Street, then north on the easterly side of North 4th Street to Old Hwy 59 Bypass; then following the Douglas city limits boundary line around to the intersection with East Antelope Road (CR 52) and Cedar Street; then continue following Douglas city limit boundary lines around to Center Street back to the point of beginning, excluding any unincorporated parcels situated within the described area, and including the City of Douglas Landfill. 23-2 Northwest Douglas: Beginning at the intersection of North 4th Street and Center Street, then west along the northerly side of Center Street/West Yellowstone Hwy to the intersection at South Riverbend Drive and I-25; then following Douglas city limits boundary line to the North Platte River; then following the Douglas city limits boundary line around to North 4th Street; then south back to the point of beginning and including the Pioneer Cemetery. 23-3 Southwest Douglas: Beginning at the intersection of North 4th Street and Center Street, south on westerly side of North 4th Street to the intersection of West Richards Street; then west across the railroad tracks; then following the Douglas city limits boundary lines to the North Platte River; then continuing along the Douglas city limit boundary lines to I-25; then northwest, paralleling on the northeasterly side of I-25 and Douglas city limit boundary lines to the intersection with South Riverbend Drive and Esterbrook Road (Hwy 94); then west and south on the westerly side of Esterbrook Road, following the Douglas city limit boundary lines to the intersection with Cold Springs Road (Hwy 91); then south and east under the I-25 underpass and along the Douglas city limit boundary lines back to the I-25 underpass at the intersection of South Riverbend Drive and Esterbrook Road; then east on the southerly side of West Yellowstone Hwy/Center Street back to the point of beginning. 23-4 Courthouse: Beginning at intersection of North 4th Street and Center Street, south on South 4th to Erwin Street; then east on the northerly side of Erwin Street to Jackson Street; then south on Jackson Street to East Richards Street; then east and southeast on the northerly side of East Richards Street to Cheyenne Street; then following the Converse County school district property line to Williams Street; then north on the westerly side of Williams Street; then following the Douglas city limits boundary line to Center Street; then west on the southerly side of Center Street back to the point of beginning. 23-5 South Douglas: Beginning at intersection of South 4th Street and Erwin Street, east on the southerly side of Erwin Street to Jackson Street; then south on Jackson Street to East Richards Street; then east on southerly side of East Richards Street to I-25, Exit 135; then returning southwest to include the Rite-A-Way and Link Oil Additions, and including any other incorporated parcels situated within the described area; then following Douglas city limits boundary line to the intersection with West Richards Street; then east to the intersection with East Richards Street and South 4th Street; then north on South 4th Street back to the point of beginning. 23-6 Fairview: Beginning at the intersection of Cheyenne Street and East Richards Street, northeast on Cheyenne Street to the intersection with Converse County school property boundary line; then north along easterly side of the school property boundary line and north along the easterly side of Williams Street; then following the Douglas city limits boundary line around to the intersection with East Richards

Street, and including any incorporated parcels along the northeasterly side of East Richards Street; then west along East Richards Street, back to the point of beginning.

APPROVED, PASSED AND ADOPTED this 17<sup>th</sup> day of March 2026.

FOR THE BOARD OF COMMISSIONERS  
CONVERSE COUNTY, WYOMING

/s/ James H. Willox, Chairman

ATTEST:

/s/ Karen Rimmer, Converse County Clerk

Mr. Grant seconded; motion carried.

Mr. Short moved to approve the Memorandums of Understanding between Converse County and Glenrock Recreation Center, and Dry Creek Community Center for the establishment of 2026 election polling places for a term from August 17, 2026 through November 4, 2026, at no cost; Mr. Kaufman seconded; motion carried.

Mr. Grant moved to approve the Memorandum of Understanding between Converse County and CCSD#1 for the establishment of a 2026 election polling place for a term from August 17, 2026 through November 4, 2026, and for a cost of \$200; Mr. Short seconded; motion carried.

Mr. Short moved to approve a bore permit for Bridger Pipeline LLC under DR60/Esau Road for a six-inch steel pipeline in an HDDD bore; Mr. Blackburn seconded; motion carried.

Mr. Short moved to approve a Wyoming DEQ letter for Thunder Creek Gas Services LLC for the construction of a new compressor station; Mr. Grant seconded; motion carried.

The Commissioners discussed receipt of the official notice from Ms. Pamela McCullough, Clerk of District Court, and the next steps to for the appointment of a successor to fill these duties prior to the 2026 election. The Commissioners determined a Special Meeting will be held on Friday, April 10, 2026, beginning at 3:00 p.m., to consider the three names provided by the Converse County Republican Central Committee. Appropriate notices will follow and no action was taken.

Following discussion of the need for data cleanup within the FLEX system at the Joint Justice Center, Mr. Grant moved to direct and authorize Mr. Chris Caskey, Technical Services Director, to provide access to the FLEX system to Ms. Ashley Byerly, Joint Communications Director, to perform data clean up of the system in the interest of public safety and welfare; Mr. Kaufman seconded. Lengthy discussion followed regarding the critical need of accurate data in the system for deputy and officer safety; the number and type of data points that need to be corrected; and the expertise and years of service of Ms. Byerly. Following further discussion, including how ongoing criminal case files will not be accessible, motion carried.

The regular meeting adjourned at 4:24 p.m.

A regular meeting of this Board will be held on Tuesday and Wednesday, April 7 and 8, 2026, at 8:00 a.m., unless otherwise posted, at the Converse County Courthouse within Commission Chambers, located at 107 N. 5<sup>th</sup> Street, Douglas, Wyoming. The public is invited to attend. To get on the agenda, call the Clerk's Office by the Thursday before the meeting. Per W.S. §18-3-516(f), access to county information can be obtained at [www.conversecountywy.gov](http://www.conversecountywy.gov) or by calling the County Clerk's Office at (307) 358-2244.

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James H. Willox, Chairman

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Karen Rimmer, County Clerk

Publish: March 25, 2026, Douglas Budget & Glenrock Independent

**Approved Minutes**  
**Board of Commissioners of Converse County Special Meeting**  
**March 24, 2026**

The special meeting was called to order at 1:32 p.m. on March 24, 2026. Present in person were Commission Chairman, Jim Willox; Commissioners Robert Short and Trent Kaufman; and County Clerk Karen Rimmer. Commissioner Donald Blackburn was present remotely, and Commission Vice-Chairman Rick Grant was excused.

Mr. Short moved to approve:

RESOLUTION NO. 03-26

CONVERSE COUNTY, WYOMING

A RESOLUTION IMPLEMENTING A PARTIAL CLOSURE WITH STAGE 1  
RESTRICTIONS PER THE BOARD OF LAND COMMISSIONERS' RULES AND  
REGULATIONS DUE TO EXTREME FIRE DANGER

WHEREAS, the entirety of Converse County, Wyoming, has a high fuel load which may result in a potentially high fire danger throughout the County and the fire danger is aggravated by unrestricted outdoor fires and open fires; and

WHEREAS, the Converse County Fire Warden has recommended to the Converse County Board of Commissioners a partial closure be ordered for the entirety of Converse County, Wyoming; and

WHEREAS, Section 35-9-301, Wyoming Statutes, 1977, as amended, grants statutory authority to any Board of County Commissioners, within the State of Wyoming, to close or limit the use of any area within its county including, but not limited to the prohibition and/or restrictions of any type of open fire for such period as is deemed necessary and proper, subject to rules promulgated by the Board of Land Commissioners of the State of Wyoming; and

WHEREAS, pursuant to Section 35-9-303, Wyoming Statutes, 1977, the Board of Land Commissioners have promulgated Rules and Regulations necessary for county fire wardens and boards of county commissioners to carry out the purposes of Sections 35-9-301 through 35-9-304, Wyoming Statutes, 1977; and that per said rules and regulations, the definitions, restrictions, and exceptions pertaining to partial closures are set forth; and

WHEREAS, it is deemed necessary and in the best interests of the citizens of Converse County, Wyoming, that the Converse County Board of Commissioners order a partial closure with Stage 1 Restrictions, per Chapter 9 of the Board of Land Commission Rules and Regulations, within the boundaries of Converse County and provide certain exceptions and exemptions to such partial closure order.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CONVERSE COUNTY, WYOMING, that the Board of Commissioners of Converse County make and enter its Order imposing a partial closure within the boundaries of said county as follows:

1. Stage 1 Restrictions:

- i. Discharge of fireworks and all outdoor fires are prohibited in unincorporated and

- unimproved areas;
- ii. Only campfires at residences or campsites, within a fire ring centered within a minimum of a 10-foot cleared radius of burnable materials.
  - iii. Trash or refuse fires between the hours of 6:00 p.m. and 8:00 a.m., inside containers provided with spark arresters and located within a cleared radius of a minimum of 10-foot of burnable materials.
  - iv. Charcoal fires within enclosed grills are permitted.
  - v. Use of acetylene cutting, electric arc welders, or metal grinding in a cleared radius of 10-foot of burnable materials.
  - vi. The use of portable stoves, lanterns, using gas, jellied petroleum, pressurized liquid fuel or fully enclosed (shepherd type) stove and open fire branding activities in a cleared radius of 10 feet of burnable materials is permitted.
  - vii. radius of 10 feet of burnable materials is permitted.

BE IT FURTHER RESOLVED that the following persons shall be ordered to be exempt from the partial closure prohibition and restrictions:

1. Any federal, state, or local officers engaged in fire, emergency, and law enforcement activities.
2. Any member of an organized rescue or fire fighting force engaged in the performance of an official duty.
3. Exceptions to these restrictions and closures can be made in writing by the appropriate jurisdictional entity.

BE IT FURTHER RESOLVED that the partial closure order shall be effective and in full force beginning March 24, 2026, at 1:30 p.m., upon the signing of the Order of Closure made and entered by authority of this Resolution and shall remain in force and effect until officially removed by the Board of County Commissioners.

BE IT FURTHER RESOLVED, that per W.S. 35-9-304, the use of any area in violation of the Resolution shall be a misdemeanor and shall be punished by a fine of not to exceed one hundred dollars (\$100.00), imprisonment in the county jail not to exceed thirty (30) days, or both the fine and imprisonment, with restitution ordered.

APPROVED, PASSED AND ADOPTED this 24<sup>th</sup> day of March, 2026.

BOARD OF COUNTY COMMISSIONERS  
CONVERSE COUNTY, WYOMING

/s/ James H. Willox, Chairman

ATTEST:

/s/ Karen Rimmer, Converse County Clerk

Mr. Kaufman seconded. Discussion followed regarding the initiation of this fire ban by Mr. Tom Reed, Converse County Fire Warden, with concurrence from local volunteer fire departments. The county-wide fire ban will be in effect immediately and will remain in effect unless and until it is formally lifted by the Commissioners with concurrence from the Fire Warden. No further discussion and motion carried.

The regular meeting adjourned at 1:35 p.m.

A regular meeting of this Board will be held on Tuesday and Wednesday, April 7 and 8, 2026, at 8:00 a.m., unless otherwise posted, at the Converse County Courthouse within Commission Chambers, located at 107 N. 5<sup>th</sup> Street, Douglas, Wyoming. The public is invited to attend. To get on the agenda, call the Clerk's Office by the Thursday before the meeting. Per W.S. §18-3-516(f), access to county information can be obtained at [www.conversecountywy.gov](http://www.conversecountywy.gov) or by calling the County Clerk's Office at (307) 358-2244.

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James H. Willox, Chairman

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Karen Rimmer, County Clerk

Publish: April 1, 2026, Douglas Budget & Glenrock Independent



**CHANGE ORDER REQUEST**

**COR No. 001**

Project: Douglas Animal Shelter

Contract #:

Date: March 31, 2026

Customer: Converse County

Contractor: Front Range Power Line Service, Inc.  
219 Jorgensen Street  
Glenrock, WY 82637

**DESCRIPTION**

Subject: Vault Relocation

The attached changed order is being requested due to the requirement to relocate the transformer vault after it was previously installed. The costs associated with these changes are below.

**Materials: \$182.30**  
**Equipment: \$1,095.00**  
**Labor: \$2,260.00**  
**Sales Tax: \$0.00**

**Total: \$3,537.30**

Submitted By: Jared Williams Date: March 31, 2026

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_

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## COMMUNITY SERVICE GRANT AGREEMENT

### Converse County, Wyoming Fiscal Year 2025-2026 (FY2026)

1. **Parties:** This funding Agreement (hereinafter referred to as “Agreement”) is made between the Board of Commissioners of Converse County, Wyoming, 107 N 5<sup>th</sup> St., Suite 114, Douglas, WY 82633-2448 (hereafter referred to as “County”) and CC Waves Swim Club Inc. (hereafter referred to as “Organization”), doing business in Converse County, Wyoming, whose address is PO Box 1403, Douglas, WY 82633.

**WHEREAS**, pursuant to W.S. §16-1-101 through 16-1-108; §35-1-613(a)(iv); and 35-1-614(a), the County is authorized to cooperate with nonprofit corporations and hospitals and clinics to provide human services programs for the county; and

**WHEREAS**, the Organization provides support and/or services to the members of the public within Converse County, and the Commission has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

**NOW, THEREFORE**, in consideration of the promises, agreements and mutual covenants made herein, it is agreed by and between the County and the Organization as follows:

2. **Purpose:** This Agreement is for the purpose of obtaining resources (funds) in the amount of fourteen thousand dollars and no cents (\$14,000.00) from the County and using such funds towards those services identified in Section 5 herein. No funds shall be disbursed until this Agreement is approved by the Board of County Commissioners.

3. **Term:** This Agreement shall be in effect for a one-year term beginning July 1, 2025 and ending June 30, 2026.

4. **Payment:**

4.1. The County shall pay the Organization as invoiced with the last disbursement to be requested on or before June 30, 2025. At that time, there is no continuing obligation on the part of the County to provide additional funding to the Organization.

4.2. Payment of funding is conditional upon the County continuing to have sufficient funding allocated to the Organization within its adopted budget, as well as the Organization meeting all obligations as imposed under this Agreement.

5. **Responsibilities of Organization:** The Organization:

5.1. Shall use the funds solely as described as follows:

5.1.1. For installation of starting blocks at the swimming pool located within the Glenrock Community Recreation Center.

5.2. Shall submit to the County a copy of its annual financial compilation, review, or audit when completed for the end of each fiscal year. This document must be submitted by the Organization along with the current budget funding request.

5.3. Shall submit invoices and any required supporting documentation on a monthly, quarterly, biannual, or yearly basis by the County’s accounts payable deadline. Original invoices shall be submitted by US Mail or by hand delivery to the County Clerk’s Office at the address as stated herein.

5.4. Acknowledges that any allocation of funds not invoiced by the Organization for the current fiscal year and by the deadline will revert to the County's General Fund and will not be paid to the Organization.

5.5. Shall pay, in a timely manner, all property taxes and any other debts assessed in its name and payable to Converse County. The County may withhold any debts due and owing from the Organization's final fiscal year allocation.

5.6. Shall carry a policy of commercial general liability insurance, with liability limits in an amount of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, unless otherwise authorized by the County, and shall provide the County Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the County from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

## 6. Termination:

6.1. This Agreement shall terminate due to any of the following:

- i. upon a breach of any requirements as stated in section 5 herein;
- ii. upon Organization's receipt of the total amount of funds to be disbursed under this Agreement;
- iii. due to lack of sufficient funds in the County Treasury;
- iv. by mutual agreement in writing of the parties;
- v. or if subsequent legislation causes this Agreement to conflict with any law.

6.2. Termination by either party ceases further obligation on the part of the County to make further payments under this Agreement, and Organization shall be required to reimburse the County for any monies paid to Organization under the terms of this Agreement which have been paid in advance for services not yet rendered.

## 7. Miscellaneous Provisions:

7.1. The Parties hereby agree that Organization may accumulate monies and need not expend all current funds provided; however, the Organization shall not accumulate funds resulting in liability for any corporate tax.

7.2. Amendments. Either party may request amendments to this agreement. Any changes, modifications, revisions or amendments to this agreement which are mutually agreed upon by and between the Parties shall be incorporated by written instrument and effective when executed and signed by all parties to this Agreement.

7.3. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.4. Entirety of Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

7.5. Sovereign Immunity. Neither party nor their respective governing bodies shall waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

7.6. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not

be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to the benefit of the parties herein. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce, to seek any remedy arising out of a party's performance or failure to perform any term or condition, or to bring an action for the breach of this Agreement.

- 7.7. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
- 7.8. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- 7.9. Indemnification. Organization shall indemnify, defend and hold harmless the County, and its officers, agents, employees, successors and assignees from any and all claims, demands, cause of action, lawsuits, losses, damages, costs and expenses, including attorney's fees, arising out of or resulting from any injury to persons under this Agreement.
- 7.10. Signatures. In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.
- 7.11. The effective date of this Agreement is the date of the signature last affixed to this page.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**SIGNATURES:**  
**Converse County**

\_\_\_\_\_  
James H. Willox, Chairman

\_\_\_\_\_  
Date

**Attest:** \_\_\_\_\_  
Karen Rimmer, Converse County Clerk

**Organization**

.....  
Name of Organization: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Secretary

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

AMENDMENT 3 TO  
AGREEMENT FOR  
ENGINEERING SERVICES  
HDR Project #10399955

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on April 16, 2024 to perform engineering services for Converse County, WY ("Owner") for Jenne Trail Road Phase 3 ("PROJECT");

Converse County, WY desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and Converse County, WY do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Exhibit A – Scope of Services shall be amended to include an additional discretionary task for HDR to perform cultural/archaeological services, with the full scope to be defined at a later date.

The fee for the services listed herein is a no-cost, no-schedule change not to exceed the \$0.00 in Amendment #3, for the total agreement value of \$1,813,315.99.

Amendment #2 – Advanced Geotechnical Solutions   Subconsultant Admin Expenses	\$ 148,989.50
Amendment #3 – Advanced Geotechnical Solutions Fee Removed From Subconsultant Task	(\$107,189.50)
<b>Total Remaining Budget Reallocated to Discretionary Task =</b>	<b>\$ 41,800.00</b>

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

Converse County, WY ("Owner")

By: 

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

Title: Sr. Vice President

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

Date: 3/19/2026

Date: \_\_\_\_\_

AMENDMENT 3 TO  
AGREEMENT FOR  
ENGINEERING SERVICES  
HDR Project #10399955

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on April 16, 2024 to perform engineering services for Converse County, WY ("Owner") for Jenne Trail Road Phase 3 ("PROJECT");

Converse County, WY desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and Converse County, WY do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Exhibit A – Scope of Services shall be amended to include an additional discretionary task for HDR to perform cultural/archaeological services, with the full scope to be defined at a later date.

The fee for the services listed herein is a no-cost, no-schedule change not to exceed the \$0.00 in Amendment #3, for the total agreement value of \$1,813,315.99.

Amendment #2 – Advanced Geotechnical Solutions   Subconsultant Admin Expenses	\$ 148,989.50
Amendment #3 – Advanced Geotechnical Solutions Fee Removed From Subconsultant Task	(\$107,189.50)
<b>Total Remaining Budget Reallocated to Discretionary Task =</b>	<b>\$ 41,800.00</b>

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

Converse County, WY ("Owner")

By: 

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

Title: Sr. Vice President

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

Date: 3/19/2026

Date: \_\_\_\_\_

## NOTICE TO PROCEED

Owner: Converse County, Wyoming Owner's Project No.: \_\_\_\_\_  
Engineer: HDR Engineering, Inc. Engineer's Project No.: 10399955  
Contractor: Croell, Inc. Contractor's Project No.: \_\_\_\_\_  
Project: Jenne Trail Road Phase III and Ross Road Reconstruction  
Contract Name: Jenne Trail Phase III  
Effective Date of Contract: February 23<sup>rd</sup>, 2026

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **April 13<sup>th</sup>, 2026** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **250 Working Days** from the date stated above for the commencement of the Contract Times resulting in a date for Substantial Completion of **April 15<sup>th</sup>, 2027 – but subject to change if/when winter shutdown is encountered;** OR no later than October 15<sup>th</sup>, 2027, and the number of days to achieve readiness for final payment is **20 Working Days** from the executed date of Substantial Completion.

Before starting any Work at the Site, Contractor must comply with the following:

**Resolve/Complete Staging Area & Water Well negotiation(s) with landowner and Owner**

Owner: Converse County, Wyoming  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

**CONVERSE COUNTY ROADWAY USE AGREEMENT**

This Roadway Use Agreement ("Agreement") is made and entered into as of the effective date as defined in Section IV herein by and between Converse County, Wyoming, through its Road & Bridge Department, whose address is PO Box 770, Douglas, 44 Twin Bridges Road, Douglas, Wyoming 82633, ("the County") and Croell Inc ("the Company") whose address is 230 Croell Drive, Sundance WY 82729.

**WHEREAS**, the Company wishes to use the following portions of an existing public county road located in Converse County, Wyoming, and owned all or in part by Converse County, the location and description of which is described below and further described in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, the Company wishes to use all or portions of the following county road:

County Road Name: Wagon bound road County Road Number: \_\_\_\_\_

Total gravel miles used: \_\_\_\_\_ from milepost \_\_\_\_\_ to milepost \_\_\_\_\_

Total paved miles used: \_\_\_\_\_ from milepost \_\_\_\_\_ to milepost \_\_\_\_\_

The road shall be utilized to access, construct, operate, maintain, and/or service the following facility (briefly describe the facility, including general location and primary use):

From Esterbrook Highway To entrance to Wills Pit and to haul material out on Wagonbound road.

**WHEREAS** the Company's employees, contractors, subcontractors, agents, affiliates, and related service companies may utilize the road for access to the facility and as a haul route to deliver materials and components necessary to erect, construct and operate the Facility; and

**WHEREAS** the Company's use of the road may cause impacts which require mitigation to ensure the public's continued ability to use the road; and

**WHEREAS** the County desires to grant to the Company a nonexclusive right to utilize the road for the purposes described herein in exchange for the Company's reasonable maintenance and mitigation of impacts caused by the Company's use of the road.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

- I. **GRANT:** The County hereby grants to the Company, its employees, contractors, subcontractors, agents, affiliates, and related service companies, all subject to the terms of this Agreement, a non-exclusive road right-of-way to enter upon and utilize the road, more particularly described on the map identified as Exhibit A, for the purposes of accessing, constructing, maintaining, servicing and operating the Company's facility. The Company acknowledges and agrees that the terms of this Agreement only apply to the road referenced herein and that a separate Agreement(s) with the County is required for use of any additional road(s) owned by the County in conjunction with construction, operation and/or maintenance of the facility. The County further acknowledges and agrees that this Agreement is not transferable, and any change in the operator of the facility requires a meeting with the County Commissioners and a newly executed Road Use Agreement.

## **II. CONSIDERATION FOR USE:**

1. As consideration of use of the road and at its own cost and expense, the Company shall adhere to the following conditions as of the commencement date as defined in Section IV herein as well as during the period of Company's construction and operation of the facility:
  - i. Keep the road and the surface condition thereof in good repair and condition at all times.
  - ii. Fill all ruts, holes, and other depressions and/or damage caused by the Company's use of the road to substantially the same condition as the condition the road was in as of the commencement date.
  - iii. Use its best efforts to abate dust generated resulting from the Company's use of the road for use and/or construction of the facility, to include use by the Company's employees, agents, contractors, subcontractors, affiliates, and related service companies.
2. Upon conclusion of the Company's use of the road, the Company shall repair any damage to the road to ensure the road is in as good repair and condition as that upon the commencement date. For purposes of this Section, "good repair and condition" is defined as the road being in substantially the same condition as it was upon the commencement date and in compliance with current County Road Standards.
3. The Company, as well as all contractors hired by Company to make repairs to the road pursuant to this Section, shall carry liability insurance an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
4. The County shall not allow the condition of the road to deteriorate in anticipation of the Company's period of use and shall maintain the road under its current maintenance schedule up to the commencement date.

## **III. DOCUMENTATION OF ROAD CONDITION:**

1. In the event that either the County or the Company determines that a video of the road is required to establish the condition of the road prior to any use of the road pursuant to this Agreement by the Company, the Company shall notify the Road & Bridge Office Manager in writing via email, by mail, or by hand at the addresses provided in Section X herein. In addition, the Company shall pay a one-time and non-refundable fee of three hundred dollars (\$300.00) to the County for the video documentation of the road. This notice and payment shall be provided to the Office Manager, a minimum of ten (10) working days in advance of the beginning of any of the use of the road by the Company to ensure the condition of the road upon the commencement date is verified.
2. Should the County determine the road to be substantially in the same condition upon termination of this agreement as it was on the commencement date, the Company shall have no further responsibility for the road under this Agreement.
3. Should the County determine that further repair is required upon termination of this agreement, the County shall provide written notification to the Company pursuant to in Section X within ten (10) business days of the final inspection date of any required repairs. If the County fails to notify

the Company of any required repairs within the time period herein, the Company shall have no further responsibility for the road under this Agreement.

4. Should the Company dispute the County's request for repairs, the Company shall provide written notification to the County pursuant to Section X within ten (10) business days of receipt of such notification.

#### **IV. TERM AND TERMINATION:**

1. This Agreement shall commence upon the date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect for a period of three (3) years.
2. The Company shall have the right at any time during the term to terminate this Agreement for any reason effective upon ten (10) days' written notice to County as provided in Section X.
3. The County shall have the right to terminate this Agreement if a material default in the performance of the Company's obligations under this Agreement occurs and remains uncured. If such material default occurs, the County shall provide written notification to the Company pursuant to Section X herein. The notification shall set forth in reasonable detail the facts pertaining to the default. If the Company fails to remedy the default within thirty (30) days after the Company receives notice thereof, or if the default will take longer than thirty (30) days for the Company to remedy, or the Company is not working diligently to remedy such default, the County shall move forward to remedy the material error and may seek to collect associated costs from the Company and/or act upon any bond provided pursuant to Section V.4. herein.
4. Upon termination of this Agreement and documentation of the road condition as set forth in Section III and Section V of this Agreement, any costs associated with road maintenance, repairs or any other costs paid by the Company for use of the road shall no longer be the responsibility of the Company.

#### **V. CONDITIONS OF ROAD USE:**

1. The Company shall not allow or permit erosion of the road and shall promptly repair and reclaim all erosion sites.
2. The Company shall not construct any structures or obstructions over or across the road.
3. The posted speed limit and any weight restrictions shall be observed by all of the Company's employees, contractors, subcontractors, agents, and affiliates at all times. Violators shall be cited by law enforcement and may be reported by the County to the Company, and the Company shall use its best efforts to control such violations. Grantee's personnel, contractors, sub-contractors shall adhere to all Converse County permitting at all times.
4. As determined by the County prior to the commencement of use of the Road, the Company may be required to post a bond in the amount of \$500,000 per paved mile of road used by the Company, and/or in a form acceptable to the County, to ensure the road is repaired and/or replaced back to the condition it was in as of the Commencement Date.

5. Any necessary county road maintenance performed by the Company during the period of this Agreement (i.e., plowing or grading), must be approved in writing by the Converse County Road and Bridge Superintendent or designee prior to the commencement of such work. If time is of the essence, verbal approval may be given, but the Company shall immediately follow up with a written acknowledgment of the verbal approval as provided in Section X herein. All maintenance and upkeep shall be in accordance with County Road Standards as set out in the County Road Manual.
6. In the event that traffic patterns change, additional or different roads become necessary to be used in the construction of the facility, and/or should any other event arise which requires the County or the Company to seek the use of another road(s) under the jurisdiction of Converse County, the County and the Company specifically warrant, covenant, and agree that they shall each expeditiously execute a new Roadway Use Agreement substantially similar in form and content to this Agreement in order to facilitate the use of the new road or roads, to protect the condition of any other roads, and not interfere with the Company's performance or construction of their facility.
7. The Company shall replace, at its sole cost and expense, any signs, markers, fencing, or other such improvements that were removed to facilitate its use of the road and/or damaged by the activities of the Company during the use of the road.

- VI. **COUNTY'S USE OF ROAD:** The County herein retains the right to fully use and enjoy the road for both public and County use. The County reserves the right to grant successive non-exclusive road rights of way or licenses on the road or access to the road on such terms and conditions as the County deems necessary or advisable, provided that use of the road for any other development or access to that development shall be subject to payment of a proportionate cost of maintenance of the road by the County. The County shall notify the Company in writing as provided in Section X herein if additional rights of way or licenses are granted to others for use of the road for any other development or access to another development during the term of this Agreement.
- VII. **INDEMNITY:** The Company shall release, indemnify and hold harmless the County and its officers, agents, employees, successors and assignees from any cause of action or claims or demands arising out of the Company's performance under this Agreement except to the extent such claims or damages arise from the actions or inactions of the County and its officers, agents, employees, contractors, subcontractors, successors and assignees.
- VIII. **DAMAGES LIMITATION:** Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party and neither party shall be liable. For consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory and all such damages are hereby excluded and waived by the parties hereto with respect to this Agreement and/or the exercise of rights hereunder.
- IX. **COVENANT RUNNING WITH THE LAND/ASSIGNMENT:** The rights granted in this Agreement are appurtenant to and covenants running with the land and shall extend to and be binding upon and inure to the benefit of the County and the Company and each of their respective heirs, executors, administrators, personal representatives, successors and permitted assigns for the term of

this Agreement. Any sale, transfer, conveyance or other disposition of the road or any interest therein by the County shall be subject to the rights granted herein. The Company may assign to any other party the rights herein granted, either in whole or in part, without the County's consent, as long as such assignee agrees to be bound by the terms of this Agreement.

X. **NOTICES:** Except as provided elsewhere; all notices required or permitted hereunder shall be in writing via email, delivery via postal service or other mail delivery company, or by hand delivery as follows:

1. CONVERSE COUNTY:

Converse County Road & Bridge, Attn: Office Manager  
 PO Box 770, 44 Twin Bridges Road  
 Douglas, WY 82633.  
PHONE: 307-358-3602 – Office  
EMAIL: crimson.miller@conversecountywy.gov, roadandbridge@conversecountywy.gov

2. COMPANY:

<u>NAME:</u> Croell Inc	<u>ATTN:</u> Brian. Marchant
<u>MAILING ADDRESS:</u> 230 - PO Box 1352 Sundance WY 82729	
<u>PHYSICAL ADDRESS (if different than mailing):</u> 230 Croell Drive Sundance WY 82729	
<u>PHONE:</u> 307 283 2221	
<u>EMAIL(S):</u> Brian. Marchant @ Croell.com	

3. The following individuals are specifically authorized by the Company to request permission to work on the road. The County shall not grant permission to any person not specifically authorized in writing by the Company. Any change to authorized individuals shall be made in writing pursuant to this Section.

<u>Name &amp; Title:</u> Brian Marchant GM West Div	<u>Phone:</u> 307 290 0407	<u>Email:</u> Brian. Marchant @ Croell.com
<u>Name &amp; Title:</u> Travis Kirsch	<u>Phone:</u> 1307 281 0030	<u>Email:</u> Travis. Kirsch @ Croell.com
<u>Name &amp; Title:</u>	<u>Phone:</u>	<u>Email:</u>

XI. **ATTORNEYS FEES:** If any action or proceeding is instituted by either party for enforcement or interpretation of any term of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses incurred by the prevailing party in said action and any appeal therefrom, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.

- XII. SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby but shall continue to be fully valid and enforceable as permitted by law. The parties stipulate and agree that they and their respective counsel have jointly participated in the drafting of this Agreement and therefore this Agreement shall not be construed against either party in the event of an ambiguity or other form of dispute as to its interpretation.
- XIII. COUNTERPARTS:** This Agreement may be executed in identical counterparts, including by electronic means, each of which shall together constitute one and the same document and shall be deemed a fully executed and binding original.
- XIV. CHOICE OF LAWS:** This Agreement shall be interpreted in accordance with the laws of the State of Wyoming without regard to choice of law principles. Venue for all actions brought pursuant to this Agreement, whether in law or in equity, shall be in the appropriate jurisdictional court within Converse County, Wyoming.
- XV. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the County and the Company relating to the subject matter hereof, and supersedes all prior and contemporaneous Agreements, understandings, negotiations, representations, statements and discussions between the Parties, whether oral or written. This Agreement may be modified or amended only by a writing signed by each of the parties hereto.
- XVI. AUTHORITY:** By executing this Agreement, the representatives of the County and the Company each respectively warrant and acknowledge that they have the power and authority to execute and deliver this Agreement and to authorize and guarantee their respective obligations under this Agreement; that this Agreement has been duly authorized by all required actions of each such party; and the person or persons signing for each party has been duly authorized by such party to do so. The County further warrants, acknowledges and agrees has the legal right to grant to the Company the rights pursuant to the terms of this Agreement.
- XVII. COUNTY'S REPRESENTATION:** The County represents and warrants that there are no undisclosed encumbrances, leases, easements or other rights granted to third parties relating to the road, or any interest therein, that could materially interfere with the Company's use and enjoyment of the rights granted herein, except those that have been already disclosed to the Company.
- XVIII. GOVERNMENTAL IMMUNITY:** The County does not waive its Governmental Immunity as provided by any applicable law, including W.S. § 139-101 *et seq.*, by entering into this Agreement, and the County fully retains all immunities and defenses provided by law. However, the parties acknowledge and agree that the Company retains the right to enforce its contract rights arising under this Agreement, to bring an action for interpretation of any provision of this Agreement, and the County hereby waives any sovereign immunity defense it may otherwise enjoy in any judicial proceeding between the parties, the subject matter of which is this Agreement.
- XIX. REQUIRED SUPPORTING DOCUMENTS:** A map detailing the portions of the road specified in this agreement shall be attached and made a part of this agreement as "Exhibit A". Any other

supporting documents as determined by the County shall also be attached and made part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date below.

FOR THE BOARD OF COMMISSIONERS CONVERSE COUNTY, WYOMING, dated this 1 day of April, 2026.

ATTEST:

\_\_\_\_\_  
James H. Willox, Chairman

\_\_\_\_\_  
Karen Rimmer, County Clerk

FOR Croell Inc, dated this 1 day of April, 2026.  
(Company Name)

By: B. Man as Gm West Div.  
(Signature) (Title)

WITNESS:

By: [Signature] as Admn Manager  
(Signature) (Title)

**CONVERSE COUNTY ROADWAY USE AGREEMENT**

This Roadway Use Agreement ("Agreement") is made and entered into as of the effective date as defined in Section IV herein by and between Converse County, Wyoming, through its Road & Bridge Department, whose address is PO Box 770, Douglas, 44 Twin Bridges Road, Douglas, Wyoming 82633, ("the County") and Big Sky Civil Constructors, Inc. & Montana Civil Contractors, Inc. Joint Venture ("the Company") whose address is Mailing: PO Box 1019, Belgrade MT, 59714. Physical: 62 Skyway Blvd. Belgrade MT 59714.

**WHEREAS**, the Company wishes to use the following portions of an existing public county road located in Converse County, Wyoming, and owned all or in part by Converse County, the location and description of which is described below and further described in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, the Company wishes to use all or portions of the following county road:

County Road Name: Natural Bridge Rd. County Road Number: 13

Total gravel miles used: \_\_\_\_\_ from milepost \_\_\_\_\_ to milepost \_\_\_\_\_

Total paved miles used: 4 from milepost \_\_\_\_\_ to milepost \_\_\_\_\_

The road shall be utilized to access, construct, operate, maintain, and/or service the following facility (briefly describe the facility, including general location and primary use):

Facility location is the LaPrele Dam approximately located at: 42.723383, -105.613517. Contractor will be constructing the new dam at this location to reestablish the reservoir.

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**WHEREAS** the Company's employees, contractors, subcontractors, agents, affiliates, and related service companies may utilize the road for access to the facility and as a haul route to deliver materials and components necessary to erect, construct and operate the Facility; and

**WHEREAS** the Company's use of the road may cause impacts which require mitigation to ensure the public's continued ability to use the road; and

**WHEREAS** the County desires to grant to the Company a nonexclusive right to utilize the road for the purposes described herein in exchange for the Company's reasonable maintenance and mitigation of impacts caused by the Company's use of the road.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

- I. **GRANT:** The County hereby grants to the Company, its employees, contractors, subcontractors, agents, affiliates, and related service companies, all subject to the terms of this Agreement, a non-exclusive road right-of-way to enter upon and utilize the road, more particularly described on the map identified as Exhibit A, for the purposes of accessing, constructing, maintaining, servicing and operating the Company's facility. The Company acknowledges and agrees that the terms of this Agreement only apply to the road referenced herein and that a separate Agreement(s) with the County is required for use of any additional road(s) owned by the County in conjunction with construction, operation and/or maintenance of the facility. The County further acknowledges and agrees that this Agreement is not transferable, and any change in the operator of the facility requires a meeting with the County Commissioners and a newly executed Road Use Agreement.

## **II. CONSIDERATION FOR USE:**

1. As consideration of use of the road and at its own cost and expense, the Company shall adhere to the following conditions as of the commencement date as defined in Section IV herein as well as during the period of Company's construction and operation of the facility:
  - i. Keep the road and the surface condition thereof in good repair and condition at all times.
  - ii. Fill all ruts, holes, and other depressions and/or damage caused by the Company's use of the road to substantially the same condition as the condition the road was in as of the commencement date.
  - iii. Use its best efforts to abate dust generated resulting from the Company's use of the road for use and/or construction of the facility, to include use by the Company's employees, agents, contractors, subcontractors, affiliates, and related service companies.
2. Upon conclusion of the Company's use of the road, the Company shall repair any damage to the road to ensure the road is in as good repair and condition as that upon the commencement date. For purposes of this Section, "good repair and condition" is defined as the road being in substantially the same condition as it was upon the commencement date and in compliance with current County Road Standards.
3. The Company, as well as all contractors hired by Company to make repairs to the road pursuant to this Section, shall carry liability insurance an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
4. The County shall not allow the condition of the road to deteriorate in anticipation of the Company's period of use and shall maintain the road under its current maintenance schedule up to the commencement date. The County shall continue its standard maintenance schedule for the roadway throughout the duration of this Agreement, including, but not limited to, snow removal, cleaning, and routine patching. The Company's responsibility shall be limited to maintenance or repair of the roadway only to the extent that damage or deterioration is directly caused by the Company's construction activities associated with the project site. Nothing herein shall be interpreted as transferring the County's general roadway maintenance obligations to the Company.

## **III. DOCUMENTATION OF ROAD CONDITION:**

1. In the event that either the County or the Company determines that a video of the road is required to establish the condition of the road prior to any use of the road pursuant to this Agreement by the Company, the Company shall notify the Road & Bridge Office Manager in writing via email, by mail, or by hand at the addresses provided in Section X herein. In addition, the Company shall pay a one-time and non-refundable fee of 0 dollars to the County for the video documentation of the road. This notice and payment shall be provided to the Office Manager, a minimum of ten (10) working days in advance of the beginning of any of the use of the road by the Company to ensure the condition of the road upon the commencement date is verified.

2. Should the County determine the road to be substantially in the same condition upon termination of this agreement as it was on the commencement date, the Company shall have no further responsibility for the road under this Agreement.
3. Should the County determine that further repair is required upon termination of this agreement, the County shall provide written notification to the Company pursuant to in Section X within ten (10) business days of the final inspection date of any required repairs. If the County fails to notify the Company of any required repairs within the time period herein, the Company shall have no further responsibility for the road under this Agreement.
4. Should the Company dispute the County's request for repairs, the Company shall provide written notification to the County pursuant to Section X within ten (10) business days of receipt of such notification.

#### **IV. TERM AND TERMINATION:**

1. This Agreement shall commence upon the date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect for a period of three (3) years.
2. The Company shall have the right at any time during the term to terminate this Agreement for any reason effective upon ten (10) days' written notice to County as provided in Section X.
3. The County shall have the right to terminate this Agreement if a material default in the performance of the Company's obligations under this Agreement occurs and remains uncured. If such material default occurs, the County shall provide written notification to the Company pursuant to Section X herein. The notification shall set forth in reasonable detail the facts pertaining to the default. If the Company fails to remedy the default within thirty (30) days after the Company receives notice thereof, or if the default will take longer than thirty (30) days for the Company to remedy, or the Company is not working diligently to remedy such default, the County shall move forward to remedy the material error and may seek to collect associated costs from the Company and/or act upon any bond provided pursuant to Section V.4. herein.
4. Upon termination of this Agreement and documentation of the road condition as set forth in Section III and Section V of this Agreement, any costs associated with road maintenance, repairs or any other costs paid by the Company for use of the road shall no longer be the responsibility of the Company.

#### **V. CONDITIONS OF ROAD USE:**

1. The Company shall not allow or permit erosion of the road and shall promptly repair and reclaim all erosion sites.
2. The Company shall not construct any structures or obstructions over or across the road.
3. The posted speed limit and any weight restrictions shall be observed by all of the Company's employees, contractors, subcontractors, agents, and affiliates at all times. Violators shall be cited by law enforcement and may be reported by the County to the Company, and the Company shall

use its best efforts to control such violations. Grantee's personnel, contractors, sub-contractors shall adhere to all Converse County permitting at all times.

4. As determined by the County prior to the commencement of use of the Road, the Company may be required to post a bond in the amount of \$500,000 per paved mile of road used by the Company, and/or in a form acceptable to the County, to ensure the road is repaired and/or replaced back to the condition it was in as of the Commencement Date. Based on the nature and scope of the Company's construction activities, the parties acknowledge that the Company shall not be required to procure such bond. In lieu of the bond, the Company agrees to perform repairs to the roadway for damages that are determined by the County as a direct result of the Company's construction activities through the duration of this agreement.
5. Any necessary county road maintenance performed by the Company during the period of this Agreement (i.e., plowing or grading), must be approved in writing by the Converse County Road and Bridge Superintendent or designee prior to the commencement of such work. If time is of the essence, verbal approval may be given, but the Company shall immediately follow up with a written acknowledgment of the verbal approval as provided in Section X herein. All maintenance and upkeep shall be in accordance with County Road Standards as set out in the County Road Manual.
6. In the event that traffic patterns change, additional or different roads become necessary to be used in the construction of the facility, and/or should any other event arise which requires the County or the Company to seek the use of another road(s) under the jurisdiction of Converse County, the County and the Company specifically warrant, covenant, and agree that they shall each expeditiously execute a new Roadway Use Agreement substantially similar in form and content to this Agreement in order to facilitate the use of the new road or roads, to protect the condition of any other roads, and not interfere with the Company's performance or construction of their facility.
7. The Company shall replace, at its sole cost and expense, any signs, markers, fencing, or other such improvements that were removed to facilitate its use of the road and/or damaged by the activities of the Company during the use of the road.

- VI. COUNTY'S USE OF ROAD:** The County herein retains the right to fully use and enjoy the road for both public and County use. The County reserves the right to grant successive non-exclusive road rights of way or licenses on the road or access to the road on such terms and conditions as the County deems necessary or advisable, provided that use of the road for any other development or access to that development shall be subject to payment of a proportionate cost of maintenance of the road by the County. The County shall notify the Company in writing as provided in Section X herein if additional rights of way or licenses are granted to others for use of the road for any other development or access to another development during the term of this Agreement.
- VII. INDEMNITY:** The Company shall release, indemnify and hold harmless the County and its officers, agents, employees, successors and assignees from any cause of action or claims or demands arising out of the Company's performance under this Agreement except to the extent such claims or damages arise from the actions or inactions of the County and its officers, agents, employees, contractors, subcontractors, successors and assignees.

**VIII. DAMAGES LIMITATION:** Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party and neither party shall be liable. For consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory and all such damages are hereby excluded and waived by the parties hereto with respect to this Agreement and/or the exercise of rights hereunder.

**IX. COVENANT RUNNING WITH THE LAND/ASSIGNMENT:** The rights granted in this Agreement are appurtenant to and covenants running with the land and shall extend to and be binding upon and inure to the benefit of the County and the Company and each of their respective heirs, executors, administrators, personal representatives, successors and permitted assigns for the term of this Agreement. Any sale, transfer, conveyance or other disposition of the road or any interest therein by the County shall be subject to the rights granted herein. The Company may assign to any other party the rights herein granted, either in whole or in part, without the County's consent, as long as such assignee agrees to be bound by the terms of this Agreement.

**X. NOTICES:** Except as provided elsewhere; all notices required or permitted hereunder shall be in writing via email, delivery via postal service or other mail delivery company, or by hand delivery as follows:

1. **CONVERSE COUNTY:**

Converse County Road & Bridge, Attn: Office Manager

PO Box 770, 44 Twin Bridges Road

Douglas, WY 82633.

**PHONE:** 307-358-3602 – Office

**EMAIL:** crimson.miller@conversecountywy.gov, roadandbridge@conversecountywy.gov

2. **COMPANY:**

<b>NAME:</b> Big Sky - Montana Civil JV	<b>ATTN:</b> Taylor Shillingburg
<b>MAILING ADDRESS:</b> PO Box 1019, Belgrade MT 59714	
<b>PHYSICAL ADDRESS (if different than mailing):</b> 62 Skyway Blvd, Belgrade MT 59714	
<b>PHONE:</b> 406-388-1740	
<b>EMAIL(S):</b> Taylor@montanacivil.com	

3. The following individuals are specifically authorized by the Company to request permission to work on the road. The County shall not grant permission to any person not specifically authorized in writing by the Company. Any change to authorized individuals shall be made in writing pursuant to this Section.

<b>Name &amp; Title:</b> Don Scott, PM	<b>Phone:</b> 406-599-4970	<b>Email:</b> Donscott@montanacivil.com
<b>Name &amp; Title:</b> Roy Fyffe, Superintendent	<b>Phone:</b> 406-599-1504	<b>Email:</b> Roy@montanacivil.com

Name & Title: Taylor Shillingburg, PM	Phone: 303-653-8492	Email: taylor@montanacivil.com
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- XI. ATTORNEYS FEES:** If any action or proceeding is instituted by either party for enforcement or interpretation of any term of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses incurred by the prevailing party in said action and any appeal therefrom, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.
- XII. SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby but shall continue to be fully valid and enforceable as permitted by law. The parties stipulate and agree that they and their respective counsel have jointly participated in the drafting of this Agreement and therefore this Agreement shall not be construed against either party in the event of an ambiguity or other form of dispute as to its interpretation.
- XIII. COUNTERPARTS:** This Agreement may be executed in identical counterparts, including by electronic means, each of which shall together constitute one and the same document and shall be deemed a fully executed and binding original.
- XIV. CHOICE OF LAWS:** This Agreement shall be interpreted in accordance with the laws of the State of Wyoming without regard to choice of law principles. Venue for all actions brought pursuant to this Agreement, whether in law or in equity, shall be in the appropriate jurisdictional court within Converse County, Wyoming.
- XV. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the County and the Company relating to the subject matter hereof, and supersedes all prior and contemporaneous Agreements, understandings, negotiations, representations, statements and discussions between the Parties, whether oral or written. This Agreement may be modified or amended only by a writing signed by each of the parties hereto.
- XVI. AUTHORITY:** By executing this Agreement, the representatives of the County and the Company each respectively warrant and acknowledge that they have the power and authority to execute and deliver this Agreement and to authorize and guarantee their respective obligations under this Agreement; that this Agreement has been duly authorized by all required actions of each such party; and the person or persons signing for each party has been duly authorized by such party to do so. The County further warrants, acknowledges and agrees has the legal right to grant to the Company the rights pursuant to the terms of this Agreement.
- XVII. COUNTY'S REPRESENTATION:** The County represents and warrants that there are no undisclosed encumbrances, leases, easements or other rights granted to third parties relating to the road, or any interest therein, that could materially interfere with the Company's use and enjoyment of the rights granted herein, except those that have been already disclosed to the Company.

**XVIII. GOVERNMENTAL IMMUNITY:** The County does not waive its Governmental Immunity as provided by any applicable law, including W.S. § 139-101 *et seq.*, by entering into this Agreement, and the County fully retains all immunities and defenses provided by law. However, the parties acknowledge and agree that the Company retains the right to enforce its contract rights arising under this Agreement, to bring an action for interpretation of any provision of this Agreement, and the County hereby waives any sovereign immunity defense it may otherwise enjoy in any judicial proceeding between the parties, the subject matter of which is this Agreement.

**XIX. REQUIRED SUPPORTING DOCUMENTS:** A map detailing the portions of the road specified in this agreement shall be attached and made a part of this agreement as "Exhibit A". Any other supporting documents as determined by the County shall also be attached and made part of this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the effective date below.

**FOR THE BOARD OF COMMISSIONERS CONVERSE COUNTY, WYOMING,** dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
James H. Willox, Chairman

\_\_\_\_\_  
Karen Rimmer, County Clerk

**FOR** Big Sky - Montana Civil JV, dated this 26 day of March, 2026.  
(Company Name)

**By:** Taylor Shillingburg as Project Manager  
(Signature) (Title)  
Digitally signed by Taylor Shillingburg  
DN: cn=Taylor Shillingburg, o=US,  
ou=Montana Civil Contractors, ou=MCC,  
email=Taylor@montacivil.com  
Reason: I am approving this document  
Date: 2026.03.26 09:33:05 -0800

**WITNESS:**

**By:** \_\_\_\_\_ as \_\_\_\_\_  
(Signature) (Title)

**CONVERSE COUNTY ROADWAY USE AGREEMENT**

This Roadway Use Agreement ("Agreement") is made and entered into as of the effective date as defined in Section IV herein by and between Converse County, Wyoming, through its Road & Bridge Department, whose address is PO Box 770, Douglas, 44 Twin Bridges Road, Douglas, Wyoming 82633, ("the County") and K&M Mining LLC \_\_\_\_\_ ("the Company") whose address is PO Box 97, Gillette, WY 82717.

**WHEREAS**, the Company wishes to use the following portions of an existing public county road located in Converse County, Wyoming, and owned all or in part by Converse County, the location and description of which is described below and further described in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, the Company wishes to use all or portions of the following county road:

County Road Name: Pickenpaugh Road County Road Number: #50

Total gravel miles used: 5 from milepost \_\_\_\_\_ to milepost \_\_\_\_\_

Total paved miles used: 0 from milepost \_\_\_\_\_ to milepost \_\_\_\_\_

The road shall be utilized to access, construct, operate, maintain, and/or service the following facility (briefly describe the facility, including general location and primary use):

All of Pickenpaugh Road to haul from gravel pit located off of Pickenpaugh Road next to Joe Bright ranch.

**WHEREAS** the Company's employees, contractors, subcontractors, agents, affiliates, and related service companies may utilize the road for access to the facility and as a haul route to deliver materials and components necessary to erect, construct and operate the Facility; and

**WHEREAS** the Company's use of the road may cause impacts which require mitigation to ensure the public's continued ability to use the road; and

**WHEREAS** the County desires to grant to the Company a nonexclusive right to utilize the road for the purposes described herein in exchange for the Company's reasonable maintenance and mitigation of impacts caused by the Company's use of the road.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

- I. **GRANT:** The County hereby grants to the Company, its employees, contractors, subcontractors, agents, affiliates, and related service companies, all subject to the terms of this Agreement, a non-exclusive road right-of-way to enter upon and utilize the road, more particularly described on the map identified as Exhibit A, for the purposes of accessing, constructing, maintaining, servicing and operating the Company's facility. The Company acknowledges and agrees that the terms of this Agreement only apply to the road referenced herein and that a separate Agreement(s) with the County is required for use of any additional road(s) owned by the County in conjunction with construction, operation and/or maintenance of the facility. The County further acknowledges and agrees that this Agreement is not transferable, and any change in the operator of the facility requires a meeting with the County Commissioners and a newly executed Road Use Agreement.

**II. CONSIDERATION FOR USE:**

1. As consideration of use of the road and at its own cost and expense, the Company shall adhere to the following conditions as of the commencement date as defined in Section IV herein as well as during the period of Company's construction and operation of the facility:
  - i. Keep the road and the surface condition thereof in good repair and condition at all times.
  - ii. Fill all ruts, holes, and other depressions and/or damage caused by the Company's use of the road to substantially the same condition as the condition the road was in as of the commencement date.
  - iii. Use its best efforts to abate dust generated resulting from the Company's use of the road for use and/or construction of the facility, to include use by the Company's employees, agents, contractors, subcontractors, affiliates, and related service companies.
2. Upon conclusion of the Company's use of the road, the Company shall repair any damage to the road to ensure the road is in as good repair and condition as that upon the commencement date. For purposes of this Section, "good repair and condition" is defined as the road being in substantially the same condition as it was upon the commencement date and in compliance with current County Road Standards.
3. The Company, as well as all contractors hired by Company to make repairs to the road pursuant to this Section, shall carry liability insurance an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
4. The County shall not allow the condition of the road to deteriorate in anticipation of the Company's period of use and shall maintain the road under its current maintenance schedule up to the commencement date.

**III. DOCUMENTATION OF ROAD CONDITION:**

1. In the event that either the County or the Company determines that a video of the road is required to establish the condition of the road prior to any use of the road pursuant to this Agreement by the Company, the Company shall notify the Road & Bridge Office Manager in writing via email, by mail, or by hand at the addresses provided in Section X herein. In addition, the Company shall pay a one-time and non-refundable fee of three hundred dollars (\$300.00) to the County for the video documentation of the road. This notice and payment shall be provided to the Office Manager, a minimum of ten (10) working days in advance of the beginning of any of the use of the road by the Company to ensure the condition of the road upon the commencement date is verified.
2. Should the County determine the road to be substantially in the same condition upon termination of this agreement as it was on the commencement date, the Company shall have no further responsibility for the road under this Agreement.
3. Should the County determine that further repair is required upon termination of this agreement, the County shall provide written notification to the Company pursuant to in Section X within ten (10) business days of the final inspection date of any required repairs. If the County fails to notify

the Company of any required repairs within the time period herein, the Company shall have no further responsibility for the road under this Agreement.

4. Should the Company dispute the County's request for repairs, the Company shall provide written notification to the County pursuant to Section X within ten (10) business days of receipt of such notification.

#### **IV. TERM AND TERMINATION:**

1. This Agreement shall commence upon the date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect for a period of three (3) years.
2. The Company shall have the right at any time during the term to terminate this Agreement for any reason effective upon ten (10) days' written notice to County as provided in Section X.
3. The County shall have the right to terminate this Agreement if a material default in the performance of the Company's obligations under this Agreement occurs and remains uncured. If such material default occurs, the County shall provide written notification to the Company pursuant to Section X herein. The notification shall set forth in reasonable detail the facts pertaining to the default. If the Company fails to remedy the default within thirty (30) days after the Company receives notice thereof, or if the default will take longer than thirty (30) days for the Company to remedy, or the Company is not working diligently to remedy such default, the County shall move forward to remedy the material error and may seek to collect associated costs from the Company and/or act upon any bond provided pursuant to Section V.4. herein.
4. Upon termination of this Agreement and documentation of the road condition as set forth in Section III and Section V of this Agreement, any costs associated with road maintenance, repairs or any other costs paid by the Company for use of the road shall no longer be the responsibility of the Company.

#### **V. CONDITIONS OF ROAD USE:**

1. The Company shall not allow or permit erosion of the road and shall promptly repair and reclaim all erosion sites.
2. The Company shall not construct any structures or obstructions over or across the road.
3. The posted speed limit and any weight restrictions shall be observed by all of the Company's employees, contractors, subcontractors, agents, and affiliates at all times. Violators shall be cited by law enforcement and may be reported by the County to the Company, and the Company shall use its best efforts to control such violations. Grantee's personnel, contractors, sub-contractors shall adhere to all Converse County permitting at all times.
4. As determined by the County prior to the commencement of use of the Road, the Company may be required to post a bond in the amount of \$500,000 per paved mile of road used by the Company, and/or in a form acceptable to the County, to ensure the road is repaired and/or replaced back to the condition it was in as of the Commencement Date.

5. Any necessary county road maintenance performed by the Company during the period of this Agreement (i.e., plowing or grading), must be approved in writing by the Converse County Road and Bridge Superintendent or designee prior to the commencement of such work. If time is of the essence, verbal approval may be given, but the Company shall immediately follow up with a written acknowledgment of the verbal approval as provided in Section X herein. All maintenance and upkeep shall be in accordance with County Road Standards as set out in the County Road Manual.
6. In the event that traffic patterns change, additional or different roads become necessary to be used in the construction of the facility, and/or should any other event arise which requires the County or the Company to seek the use of another road(s) under the jurisdiction of Converse County, the County and the Company specifically warrant, covenant, and agree that they shall each expeditiously execute a new Roadway Use Agreement substantially similar in form and content to this Agreement in order to facilitate the use of the new road or roads, to protect the condition of any other roads, and not interfere with the Company's performance or construction of their facility.
7. The Company shall replace, at its sole cost and expense, any signs, markers, fencing, or other such improvements that were removed to facilitate its use of the road and/or damaged by the activities of the Company during the use of the road.

**VI. COUNTY'S USE OF ROAD:** The County herein retains the right to fully use and enjoy the road for both public and County use. The County reserves the right to grant successive non-exclusive road rights of way or licenses on the road or access to the road on such terms and conditions as the County deems necessary or advisable, provided that use of the road for any other development or access to that development shall be subject to payment of a proportionate cost of maintenance of the road by the County. The County shall notify the Company in writing as provided in Section X herein if additional rights of way or licenses are granted to others for use of the road for any other development or access to another development during the term of this Agreement.

**VII. INDEMNITY:** The Company shall release, indemnify and hold harmless the County and its officers, agents, employees, successors and assignees from any cause of action or claims or demands arising out of the Company's performance under this Agreement except to the extent such claims or damages arise from the actions or inactions of the County and its officers, agents, employees, contractors, subcontractors, successors and assignees.

**VIII. DAMAGES LIMITATION:** Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party and neither party shall be liable. For consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory and all such damages are hereby excluded and waived by the parties hereto with respect to this Agreement and/or the exercise of rights hereunder.

**IX. COVENANT RUNNING WITH THE LAND/ASSIGNMENT:** The rights granted in this Agreement are appurtenant to and covenants running with the land and shall extend to and be binding upon and inure to the benefit of the County and the Company and each of their respective heirs, executors, administrators, personal representatives, successors and permitted assigns for the term of

this Agreement. Any sale, transfer, conveyance or other disposition of the road or any interest therein by the County shall be subject to the rights granted herein. The Company may assign to any other party the rights herein granted, either in whole or in part, without the County's consent, as long as such assignee agrees to be bound by the terms of this Agreement.

X. **NOTICES:** Except as provided elsewhere; all notices required or permitted hereunder shall be in writing via email, delivery via postal service or other mail delivery company, or by hand delivery as follows:

1. **CONVERSE COUNTY:**

Converse County Road & Bridge, Attn: Office Manager  
 PO Box 770, 44 Twin Bridges Road  
 Douglas, WY 82633.  
**PHONE:** 307-358-3602 – Office  
**EMAIL:** crimson.miller@conversecountywy.gov, roadandbridge@conversecountywy.gov

2. **COMPANY:**

<b>NAME:</b> K&M Mining, LLC	<b>ATTN:</b> Brian Mensing/Managing Member
<b>MAILING ADDRESS:</b> PO Box 97, Gillette, WY 82717	
<b>PHYSICAL ADDRESS (if different than mailing):</b>	
<b>PHONE:</b> 307-680-2529	
<b>EMAIL(S):</b> brianmensing01@gmail.com	

3. The following individuals are specifically authorized by the Company to request permission to work on the road. The County shall not grant permission to any person not specifically authorized in writing by the Company. Any change to authorized individuals shall be made in writing pursuant to this Section.

Name & Title:	Phone:	Email:
Name & Title:	Phone:	Email:
Name & Title:	Phone:	Email:

XI. **ATTORNEYS FEES:** If any action or proceeding is instituted by either party for enforcement or interpretation of any term of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses incurred by the prevailing party in said action and any appeal therefrom, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.

- XII. SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby but shall continue to be fully valid and enforceable as permitted by law. The parties stipulate and agree that they and their respective counsel have jointly participated in the drafting of this Agreement and therefore this Agreement shall not be construed against either party in the event of an ambiguity or other form of dispute as to its interpretation.
- XIII. COUNTERPARTS:** This Agreement may be executed in identical counterparts, including by electronic means, each of which shall together constitute one and the same document and shall be deemed a fully executed and binding original.
- XIV. CHOICE OF LAWS:** This Agreement shall be interpreted in accordance with the laws of the State of Wyoming without regard to choice of law principles. Venue for all actions brought pursuant to this Agreement, whether in law or in equity, shall be in the appropriate jurisdictional court within Converse County, Wyoming.
- XV. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the County and the Company relating to the subject matter hereof, and supersedes all prior and contemporaneous Agreements, understandings, negotiations, representations, statements and discussions between the Parties, whether oral or written. This Agreement may be modified or amended only by a writing signed by each of the parties hereto.
- XVI. AUTHORITY:** By executing this Agreement, the representatives of the County and the Company each respectively warrant and acknowledge that they have the power and authority to execute and deliver this Agreement and to authorize and guarantee their respective obligations under this Agreement; that this Agreement has been duly authorized by all required actions of each such party; and the person or persons signing for each party has been duly authorized by such party to do so. The County further warrants, acknowledges and agrees has the legal right to grant to the Company the rights pursuant to the terms of this Agreement.
- XVII. COUNTY'S REPRESENTATION:** The County represents and warrants that there are no undisclosed encumbrances, leases, easements or other rights granted to third parties relating to the road, or any interest therein, that could materially interfere with the Company's use and enjoyment of the rights granted herein, except those that have been already disclosed to the Company.
- XVIII. GOVERNMENTAL IMMUNITY:** The County does not waive its Governmental Immunity as provided by any applicable law, including W.S. § 139-101 *et seq.*, by entering into this Agreement, and the County fully retains all immunities and defenses provided by law. However, the parties acknowledge and agree that the Company retains the right to enforce its contract rights arising under this Agreement, to bring an action for interpretation of any provision of this Agreement, and the County hereby waives any sovereign immunity defense it may otherwise enjoy in any judicial proceeding between the parties, the subject matter of which is this Agreement.
- XIX. REQUIRED SUPPORTING DOCUMENTS:** A map detailing the portions of the road specified in this agreement shall be attached and made a part of this agreement as "Exhibit A". Any other

supporting documents as determined by the County shall also be attached and made part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date below.

FOR THE BOARD OF COMMISSIONERS CONVERSE COUNTY, WYOMING, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
James H. Willox, Chairman

\_\_\_\_\_  
Karen Rimmer, County Clerk

FOR K&M Mining, LLC, dated this 2<sup>nd</sup> day of April, 2026  
(Company Name)

By: [Signature] as Owner  
(Signature) (Title)

WITNESS:

By: [Signature] as Witness  
(Signature) (Title)

**CONVERSE COUNTY ROADWAY USE AGREEMENT**

This Roadway Use Agreement (“Agreement”) is made and entered into as of the effective date as defined in Section IV herein by and between Converse County, Wyoming, through its Road & Bridge Department, whose address is PO Box 770, Douglas, 44 Twin Bridges Road, Douglas, Wyoming 82633, (“the County”) and K&M Mining LLC (“the Company”) whose address is PO Box 97, Gillette, WY 82717.

**WHEREAS**, the Company wishes to use the following portions of an existing public county road located in Converse County, Wyoming, and owned all or in part by Converse County, the location and description of which is described below and further described in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, the Company wishes to use all or portions of the following county road:

County Road Name: Reese Road County Road Number: #49

Total gravel miles used: 9.6 from milepost \_\_\_\_\_ to milepost \_\_\_\_\_

Total paved miles used: 0 from milepost \_\_\_\_\_ to milepost \_\_\_\_\_

The road shall be utilized to access, construct, operate, maintain, and/or service the following facility (briefly describe the facility, including general location and primary use):

Use of Reese Road from County Road #59 intersection. Haul gravel from pit on Joe Bright pit located on Pickenpaugh Road / County Road #50. Use of all of Reese Road.

**WHEREAS** the Company's employees, contractors, subcontractors, agents, affiliates, and related service companies may utilize the road for access to the facility and as a haul route to deliver materials and components necessary to erect, construct and operate the Facility; and

**WHEREAS** the Company's use of the road may cause impacts which require mitigation to ensure the public's continued ability to use the road; and

**WHEREAS** the County desires to grant to the Company a nonexclusive right to utilize the road for the purposes described herein in exchange for the Company's reasonable maintenance and mitigation of impacts caused by the Company's use of the road.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

- I. **GRANT:** The County hereby grants to the Company, its employees, contractors, subcontractors, agents, affiliates, and related service companies, all subject to the terms of this Agreement, a non-exclusive road right-of-way to enter upon and utilize the road, more particularly described on the map identified as Exhibit A, for the purposes of accessing, constructing, maintaining, servicing and operating the Company's facility. The Company acknowledges and agrees that the terms of this Agreement only apply to the road referenced herein and that a separate Agreement(s) with the County is required for use of any additional road(s) owned by the County in conjunction with construction, operation and/or maintenance of the facility. The County further acknowledges and agrees that this Agreement is not transferable, and any change in the operator of the facility requires a meeting with the County Commissioners and a newly executed Road Use Agreement.

## **II. CONSIDERATION FOR USE:**

1. As consideration of use of the road and at its own cost and expense, the Company shall adhere to the following conditions as of the commencement date as defined in Section IV herein as well as during the period of Company's construction and operation of the facility:
  - i. Keep the road and the surface condition thereof in good repair and condition at all times.
  - ii. Fill all ruts, holes, and other depressions and/or damage caused by the Company's use of the road to substantially the same condition as the condition the road was in as of the commencement date.
  - iii. Use its best efforts to abate dust generated resulting from the Company's use of the road for use and/or construction of the facility, to include use by the Company's employees, agents, contractors, subcontractors, affiliates, and related service companies.
2. Upon conclusion of the Company's use of the road, the Company shall repair any damage to the road to ensure the road is in as good repair and condition as that upon the commencement date. For purposes of this Section, "good repair and condition" is defined as the road being in substantially the same condition as it was upon the commencement date and in compliance with current County Road Standards.
3. The Company, as well as all contractors hired by Company to make repairs to the road pursuant to this Section, shall carry liability insurance an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
4. The County shall not allow the condition of the road to deteriorate in anticipation of the Company's period of use and shall maintain the road under its current maintenance schedule up to the commencement date.

## **III. DOCUMENTATION OF ROAD CONDITION:**

1. In the event that either the County or the Company determines that a video of the road is required to establish the condition of the road prior to any use of the road pursuant to this Agreement by the Company, the Company shall notify the Road & Bridge Office Manager in writing via email, by mail, or by hand at the addresses provided in Section X herein. In addition, the Company shall pay a one-time and non-refundable fee of three hundred dollars (\$300.00) to the County for the video documentation of the road. This notice and payment shall be provided to the Office Manager, a minimum of ten (10) working days in advance of the beginning of any of the use of the road by the Company to ensure the condition of the road upon the commencement date is verified.
2. Should the County determine the road to be substantially in the same condition upon termination of this agreement as it was on the commencement date, the Company shall have no further responsibility for the road under this Agreement.
3. Should the County determine that further repair is required upon termination of this agreement, the County shall provide written notification to the Company pursuant to in Section X within ten (10) business days of the final inspection date of any required repairs. If the County fails to notify

the Company of any required repairs within the time period herein, the Company shall have no further responsibility for the road under this Agreement.

4. Should the Company dispute the County's request for repairs, the Company shall provide written notification to the County pursuant to Section X within ten (10) business days of receipt of such notification.

#### **IV. TERM AND TERMINATION:**

1. This Agreement shall commence upon the date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect for a period of three (3) years.
2. The Company shall have the right at any time during the term to terminate this Agreement for any reason effective upon ten (10) days' written notice to County as provided in Section X.
3. The County shall have the right to terminate this Agreement if a material default in the performance of the Company's obligations under this Agreement occurs and remains uncured. If such material default occurs, the County shall provide written notification to the Company pursuant to Section X herein. The notification shall set forth in reasonable detail the facts pertaining to the default. If the Company fails to remedy the default within thirty (30) days after the Company receives notice thereof, or if the default will take longer than thirty (30) days for the Company to remedy, or the Company is not working diligently to remedy such default, the County shall move forward to remedy the material error and may seek to collect associated costs from the Company and/or act upon any bond provided pursuant to Section V.4. herein.
4. Upon termination of this Agreement and documentation of the road condition as set forth in Section III and Section V of this Agreement, any costs associated with road maintenance, repairs or any other costs paid by the Company for use of the road shall no longer be the responsibility of the Company.

#### **V. CONDITIONS OF ROAD USE:**

1. The Company shall not allow or permit erosion of the road and shall promptly repair and reclaim all erosion sites.
2. The Company shall not construct any structures or obstructions over or across the road.
3. The posted speed limit and any weight restrictions shall be observed by all of the Company's employees, contractors, subcontractors, agents, and affiliates at all times. Violators shall be cited by law enforcement and may be reported by the County to the Company, and the Company shall use its best efforts to control such violations. Grantee's personnel, contractors, sub-contractors shall adhere to all Converse County permitting at all times.
4. As determined by the County prior to the commencement of use of the Road, the Company may be required to post a bond in the amount of \$500,000 per paved mile of road used by the Company, and/or in a form acceptable to the County, to ensure the road is repaired and/or replaced back to the condition it was in as of the Commencement Date.

5. Any necessary county road maintenance performed by the Company during the period of this Agreement (i.e., plowing or grading), must be approved in writing by the Converse County Road and Bridge Superintendent or designee prior to the commencement of such work. If time is of the essence, verbal approval may be given, but the Company shall immediately follow up with a written acknowledgment of the verbal approval as provided in Section X herein. All maintenance and upkeep shall be in accordance with County Road Standards as set out in the County Road Manual.
6. In the event that traffic patterns change, additional or different roads become necessary to be used in the construction of the facility, and/or should any other event arise which requires the County or the Company to seek the use of another road(s) under the jurisdiction of Converse County, the County and the Company specifically warrant, covenant, and agree that they shall each expeditiously execute a new Roadway Use Agreement substantially similar in form and content to this Agreement in order to facilitate the use of the new road or roads, to protect the condition of any other roads, and not interfere with the Company's performance or construction of their facility.
7. The Company shall replace, at its sole cost and expense, any signs, markers, fencing, or other such improvements that were removed to facilitate its use of the road and/or damaged by the activities of the Company during the use of the road.

**VI. COUNTY'S USE OF ROAD:** The County herein retains the right to fully use and enjoy the road for both public and County use. The County reserves the right to grant successive non-exclusive road rights of way or licenses on the road or access to the road on such terms and conditions as the County deems necessary or advisable, provided that use of the road for any other development or access to that development shall be subject to payment of a proportionate cost of maintenance of the road by the County. The County shall notify the Company in writing as provided in Section X herein if additional rights of way or licenses are granted to others for use of the road for any other development or access to another development during the term of this Agreement.

**VII. INDEMNITY:** The Company shall release, indemnify and hold harmless the County and its officers, agents, employees, successors and assignees from any cause of action or claims or demands arising out of the Company's performance under this Agreement except to the extent such claims or damages arise from the actions or inactions of the County and its officers, agents, employees, contractors, subcontractors, successors and assignees.

**VIII. DAMAGES LIMITATION:** Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party and neither party shall be liable. For consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory and all such damages are hereby excluded and waived by the parties hereto with respect to this Agreement and/or the exercise of rights hereunder.

**IX. COVENANT RUNNING WITH THE LAND/ASSIGNMENT:** The rights granted in this Agreement are appurtenant to and covenants running with the land and shall extend to and be binding upon and inure to the benefit of the County and the Company and each of their respective heirs, executors, administrators, personal representatives, successors and permitted assigns for the term of

this Agreement. Any sale, transfer, conveyance or other disposition of the road or any interest therein by the County shall be subject to the rights granted herein. The Company may assign to any other party the rights herein granted, either in whole or in part, without the County's consent, as long as such assignee agrees to be bound by the terms of this Agreement.

X. **NOTICES:** Except as provided elsewhere; all notices required or permitted hereunder shall be in writing via email, delivery via postal service or other mail delivery company, or by hand delivery as follows:

1. CONVERSE COUNTY:

Converse County Road & Bridge, Attn: Office Manager  
 PO Box 770, 44 Twin Bridges Road  
 Douglas, WY 82633.

PHONE: 307-358-3602 – Office

EMAIL: crimson.miller@conversecountywy.gov, roadandbridge@conversecountywy.gov

2. COMPANY:

<b>NAME:</b> K&M Mining, LLC	<b>ATTN:</b> Brian Mensing/Managing Member
<b>MAILING ADDRESS:</b> PO Box 97, Gillette, WY 82717	
<b>PHYSICAL ADDRESS (if different than mailing):</b>	
<b>PHONE:</b> 307-680-2529	
<b>EMAIL(S):</b> brianmensing01@gmail.com	

3. The following individuals are specifically authorized by the Company to request permission to work on the road. The County shall not grant permission to any person not specifically authorized in writing by the Company. Any change to authorized individuals shall be made in writing pursuant to this Section.

<b>Name &amp; Title:</b>	<b>Phone:</b>	<b>Email:</b>
<b>Name &amp; Title:</b>	<b>Phone:</b>	<b>Email:</b>
<b>Name &amp; Title:</b>	<b>Phone:</b>	<b>Email:</b>

XI. **ATTORNEYS FEES:** If any action or proceeding is instituted by either party for enforcement or interpretation of any term of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses incurred by the prevailing party in said action and any appeal therefrom, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.

- XII. SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby but shall continue to be fully valid and enforceable as permitted by law. The parties stipulate and agree that they and their respective counsel have jointly participated in the drafting of this Agreement and therefore this Agreement shall not be construed against either party in the event of an ambiguity or other form of dispute as to its interpretation.
- XIII. COUNTERPARTS:** This Agreement may be executed in identical counterparts, including by electronic means, each of which shall together constitute one and the same document and shall be deemed a fully executed and binding original.
- XIV. CHOICE OF LAWS:** This Agreement shall be interpreted in accordance with the laws of the State of Wyoming without regard to choice of law principles. Venue for all actions brought pursuant to this Agreement, whether in law or in equity, shall be in the appropriate jurisdictional court within Converse County, Wyoming.
- XV. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the County and the Company relating to the subject matter hereof, and supersedes all prior and contemporaneous Agreements, understandings, negotiations, representations, statements and discussions between the Parties, whether oral or written. This Agreement may be modified or amended only by a writing signed by each of the parties hereto.
- XVI. AUTHORITY:** By executing this Agreement, the representatives of the County and the Company each respectively warrant and acknowledge that they have the power and authority to execute and deliver this Agreement and to authorize and guarantee their respective obligations under this Agreement; that this Agreement has been duly authorized by all required actions of each such party; and the person or persons signing for each party has been duly authorized by such party to do so. The County further warrants, acknowledges and agrees has the legal right to grant to the Company the rights pursuant to the terms of this Agreement.
- XVII. COUNTY'S REPRESENTATION:** The County represents and warrants that there are no undisclosed encumbrances, leases, easements or other rights granted to third parties relating to the road, or any interest therein, that could materially interfere with the Company's use and enjoyment of the rights granted herein, except those that have been already disclosed to the Company.
- XVIII. GOVERNMENTAL IMMUNITY:** The County does not waive its Governmental Immunity as provided by any applicable law, including W.S. § 139-101 *et seq.*, by entering into this Agreement, and the County fully retains all immunities and defenses provided by law. However, the parties acknowledge and agree that the Company retains the right to enforce its contract rights arising under this Agreement, to bring an action for interpretation of any provision of this Agreement, and the County hereby waives any sovereign immunity defense it may otherwise enjoy in any judicial proceeding between the parties, the subject matter of which is this Agreement.
- XIX. REQUIRED SUPPORTING DOCUMENTS:** A map detailing the portions of the road specified in this agreement shall be attached and made a part of this agreement as "Exhibit A". Any other

supporting documents as determined by the County shall also be attached and made part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date below.

FOR THE BOARD OF COMMISSIONERS CONVERSE COUNTY, WYOMING, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
James H. Willox, Chairman

\_\_\_\_\_  
Karen Rimmer, County Clerk

FOR \_\_\_\_\_, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

By: *[Signature]* as Owner  
(Signature) (Title)

WITNESS:

By: *[Signature]* as Witness  
(Signature) (Title)



ORIGINAL

For Administrative Use Only	
Permit #	6210323202461166
Check #	10-42219
Date	3-23-20
Inspections	3-24-20

Converse County  
Bore Permit

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that Todd McKimmey, VP, Engineering & Construction Large Capital Projects (ONEOK BAKKEN PIPELINE L.L.C. (company), State of Oklahoma), may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

To bore to place a 12 inch pipeline to transport NGL to the ONEOK facility in Section 4 TWN 35N RNG 070W in the southeast

in Converse County; that the location of such activity shall be limited to that portion of Converse County Road Number \_\_\_\_\_, commonly referred to as the Jenne Trail Road, located in: Section 34 TWN 040 RNG 072 (Township, Range, and Section), mile marker 5 on CR Jenne Trail Road with Latitude 43.3976 and Longitude -105.4856 (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
3. That the permit herein given is exclusive and shall not be assigned, modified, or otherwise transferred without the prior written consent of the Board.
4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
5. That public utilities including but not limited to; utility line poles, cables, and all buried public utilities will be as far as possible from the center line of the road, and in no case will the poles be closer than twenty-eight (28) feet from the center line of the road without the expressed written consent of the Board.
6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. All equipment used during construction, maintenance, and/or repair is properly registered, including, but not limited to Wyoming Mobile Machinery Stickers & Vehicle Registrations.

11. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

12. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

13. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

14. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

15. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

16. That the Permittee agrees to the following fee schedule as applicable:

**FEES SCHEDULE**

\$125 Bore Fee per hole

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

17. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

18. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access \_\_\_\_\_.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Board of Commissioners  
Converse County, Wyoming

Permittee

\_\_\_\_\_  
Chairman

Todd McKimney, VP, Engineering & Construction;  
Large Capital Projects

\_\_\_\_\_  
Printed Name of Permittee

100 West 5th Street  
\_\_\_\_\_  
Address of Permittee

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

Tulsa, OK 74103  
\_\_\_\_\_  
City, State, and Zip Code

517-403-8295  
\_\_\_\_\_  
Contact Phone Number

Received and Approved By:

jennifer.branch@4dacquisition.com  
\_\_\_\_\_  
Email Address of Permittee

  
\_\_\_\_\_  
Road & Bridge Foreman

  
\_\_\_\_\_  
Signature and Title  
Todd McKimney, VP, Engineering & Construction;  
Large Capital Projects



Converse County  
Bore Permit

Land Owner Permission

I, the undersigned property owner, acknowledge that,

Company: ONEOK BAKKEN PIPELINE, LLC

Address: 100 West 5th Street

City: TULSA

State: Oklahoma

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The above company has my permission to bore from my land located:

Road Number Jenne Trail Mile Marker 5

Township 40 Range 72 Section 34

Latitude 43.3976, Longitude -105.4856 at center line of road  
(please use decimal degree format to 4 digits right of the decimal)

By signing below, I acknowledge that I have an agreement with the above company.

Signature: [Handwritten Signature]  
Landowner

Date: 2/4/20

Signature: [Handwritten Signature]  
Company Representative

Date: 3/13/26

Printed Name: Toold McKimney, VP, Engineering & Construction: Large Capital Projects

[Initials] [Initials]





**ORIGINAL**

For Administrative Use Only	
Permit #	<u>B4303022026164</u>
Check #	<u>2046101010</u> Date <u>3-2-26</u>
Inspections	<u>3-27-2026</u>

**Converse County  
Bore Permit**

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the “Board”, hereby evidences its permission that Jayson L. VanShura (applicant) of Thunder Creek Gas Services LLC (company), State of Wyoming, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

249.6' of 12.750" Steel bore pipe for transportation of natural gas from the Oxy Fay D Well Pad to the existing WES/TCGS gas gathering system; that the location of such activity shall be limited to that portion of Converse County Road Number \_\_\_\_\_, commonly referred to as the Walker Creek Road, located in: T34N, R69W, Section 3 (Township, Range, and Section), mile marker 9 on CR Walker Creek Road, with Latitude 42.9543 and Longitude -105.122334 (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
3. That the permit herein given is exclusive and shall not be assigned, modified, or otherwise transferred without the prior written consent of the Board.
4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
5. That public utilities including but not limited to; utility line poles, cables, and all buried public utilities will be as far as possible from the center line of the road, and in no case will the poles be closer than twenty-eight (28) feet from the center line of the road without the expressed written consent of the Board.
6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. All equipment used during construction, maintenance, and/or repair is properly registered, including, but not limited to Wyoming Mobile Machinery Stickers & Vehicle Registrations.

11. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

12. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

13. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

14. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

15. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

16. That the Permittee agrees to the following fee schedule as applicable:

**FEE SCHEDULE**

\$125 Bore Fee per hole

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

17. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

18. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access \_\_\_\_\_.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Board of Commissioners  
Converse County, Wyoming

Permittee

\_\_\_\_\_  
Chairman

Jayson L. VanShura  
Printed Name of Permittee

900 Camel Drive, Suite GG, #508  
Address of Permittee

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

Gillette, WY 82716  
City, State, and Zip Code

303-357-7790  
Contact Phone Number

Received and Approved By:

  
\_\_\_\_\_  
Road & Bridge Foreman

Jayson.VanShura@westernmidstream.com  
Email Address of Permittee

  
\_\_\_\_\_  
Signature and Title

Agent + Attorney-in-Fact

Converse County  
Bore Permit

Land Owner Permission

I, the undersigned property owner, acknowledge that,

Company: LeBar Ranch, LLC

Address: PO Box 161

City: Douglas

State: Wyoming

Phone: 307-301-8664

Email: office@lebaranch.com

The above company has my permission to bore from my land located:

Road Number Walker Creek Road Mile Marker 9

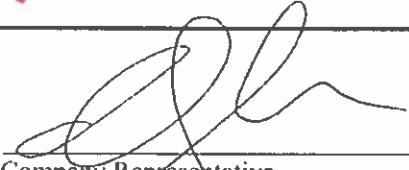
Township 34N Range 69W Section 3

Latitude 42.954330, Longitude -105.122334 at center line of road  
(please use decimal degree format to 4 digits right of the decimal)

By signing below, I acknowledge that I have an agreement with the above company.

Signature:   
Landowner

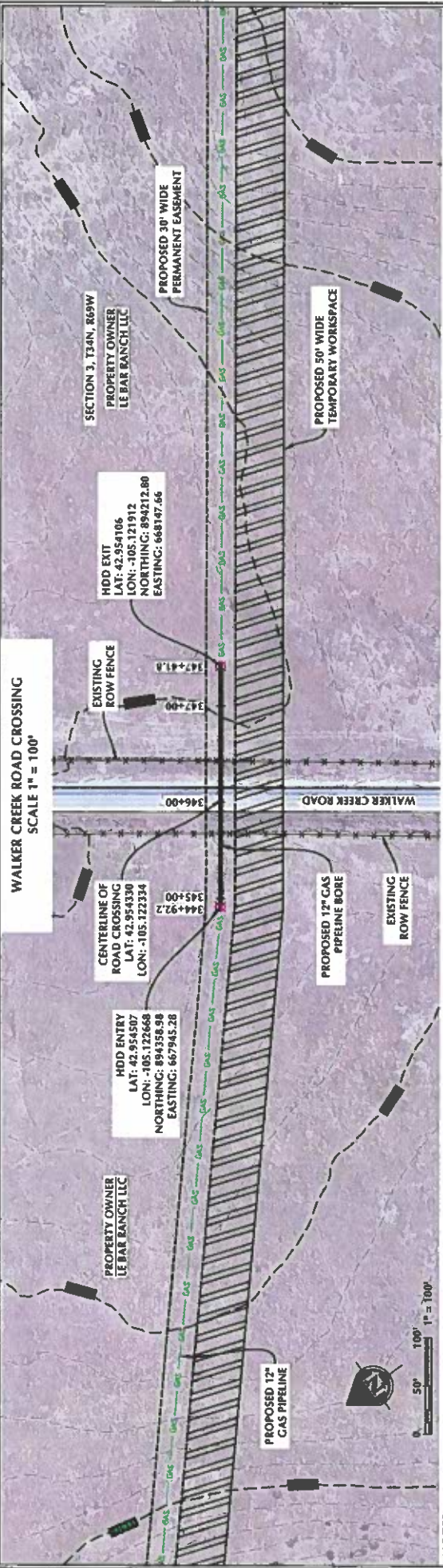
Date: 3.17.26

Signature:   
Company Representative

Date: 3/5/26

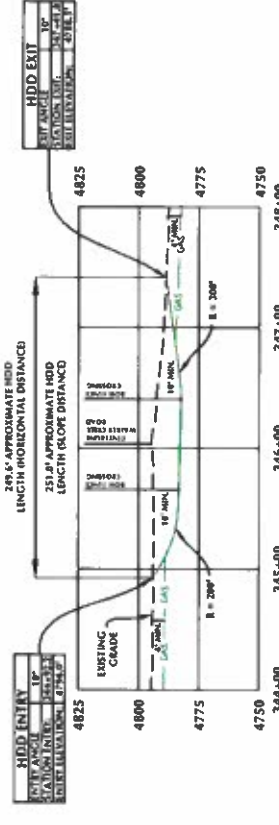
Printed Name: JAYSON L. VANSHURA

**WALKER CREEK ROAD CROSSING**  
SCALE 1" = 100'



**NOTES**

1. CONTRACTOR SHALL SUBMIT PROPOSED DEBLING PLAN INCLUDING FLOOD MANAGEMENT AND WORKSPACE LEAVE TO THE OWNER PRIOR TO START OF CONSTRUCTION.
2. CONTRACTOR SHALL HYDRATE AND JEP DRILL STRING PRIOR TO PULLING.
3. DEPTHS SHOWN ARE MINIMUM DEPTHS. PROFILE VERTICAL DIMENSIONS ARE MINIMUM. DEPTH OF COVER MEASURED FROM TOP OF PIPE.
4. VERIFY DEPTH AND LOCATION OF ALL PIPELINES AND UNDERGROUND UTILITIES PRIOR TO PERFORMING HORIZONTAL DIRECTIONAL DRILLING AS REQUIRED BY STATUTORY RULES AND REGULATIONS.
5. ORIEL PROFILE IS INTENDED AS A GUIDE ONLY. CONTRACTOR IS RESPONSIBLE FOR FINAL PROFILE.
6. THE CONTRACTOR SHALL MAINTAIN AN EMERGENCY SKILL BIT ON SITE AND SHALL BE RESPONSIBLE FOR CLEAN UP OF ALL SLURRY RETURNS TO THE SURFACE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE GROUND, E.O.W. FENCES, AND MONUMENTS TO THEIR PRIOR STATE, AND SHALL REVEGETATE ALL DISTURBED AREAS.
8. TWO (2) TRACER WIRES SHALL BE INSTALLED WITH HDD PIPE. COOPERATED INDUSTRIES 14-LSHS FOR ENG. AS SHOWN IN WYOMING M.N. 2432 LB. BREAK LOAD, 38 VOLT AND COMPY W/ ASTM-1248. TRACER WIRES SHALL BE TAPPED TO PIPE WITH FILAMENT TYPE TAP.
9. COORDINATES FOR ENTRY/EXIT POINTS ARE WYOMING STATE PLANE, EAST ZONE, NAD 83, US FOOT.
10. SOIL CONDITIONS WERE NOT PROVIDED AT THE TIME OF ALIGNMENT DESIGN. CONTRACTOR SHALL VERIFY SOIL CONDITIONS PRIOR TO CONSTRUCTION.
11. ATWS = ADDITIONAL TEMPORARY WORK SPACE.



**WALKER CREEK ROAD CROSSING HDD PROFILE**  
HORIZONTAL SCALE 1" = 100'  
VERTICAL SCALE 1" = 50'

PIPELINE	SIZE	DESCRIPTION	QUANTITY (IN SLOPE)
1	12"	12.750" PIPE, SCH STD (0.375) API 5L, PS12, SMLS OF ERW, X-82, FBE COATED, 14-16 MILS PER INCH RPO384, W/ 30 MILS ARO.	251.0'

**BILL OF MATERIALS**

				ISSUED FOR REVIEW WALKER CREEK ROAD CROSSING SECTION 3, T34N, R69W CONVERSE COUNTY, WYOMING	
609 CONSULTING, LLC 1000 W. 10th Street, Suite 100 Cheyenne, WY 82001 Phone: 307.472.4400 Fax: 307.472.4411		thundercreek GIS SERVICES, LLC Western Midstream		WCR-HDD-001	
REFERENCE DRAWINGS		DRAWING REVISIONS		GENERAL INFORMATION:	
DRAWING NAME	DATE	DESCRIPTION	ISSUED FOR REVIEW	DATE	DESCRIPTION
	2/26/25		ISSUED FOR REVIEW		
	2/27/25		ISSUED FOR REVIEW		
SHEET 1 OF 1		DATE: 2/27/25		DATE: 2/27/25	

Converse County Road and Bridge  
P.O. Box 770  
Douglas, WY 82633

Attn: Crimson Miller

Crimson- This application is for the proposed road bore permit by Thunder Creek Gas Service LLC to bore under Walker Creek Road. This project includes one 12" bore. Enclosed is the following.

1. Road Bore Permit for one 12" bore Western Midstream Check #XXXXXXXXXX in the amount of \$825.00.
  - a. Road Bore Payment- \$275.00
    - i. \$125 Permit Application Fee (one hole)
    - ii. \$150 Inspection Fee
  - b. Temporary Access Permit Addendum – \$550.00
    - i. \$400 Permit Application Fee
    - ii. \$150 Inspection Fee
  - c. Exhibit of proposed 12" bore

Should you have any questions or comments, please contact me by phone or email.

Sincerely,

Jaycie Burch  
Land Advisor  
307-763-1447  
Jaycie.Burch@westernmidstream.com