

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, October 15, 2013 at 8:30 a.m.
Commissioners Meeting Room
Tentative and Subject to Change**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: 10-1-13

ACCEPTANCE OF BILLS

Approval of County Vouchers/Warrants
Approval of Monthly Reports
Approval of Bonds
Approval of Abates/Rebates

PUBLIC HEARING

Budget Amendment- Animal Control Vehicle

COMMISSIONER COMMENTS/REPORTS

8:40 Commissioner Bailiff
8:50 Commissioner Kolb
9:00 Commissioner Van Matre
9:10 Chairman Johnson
9:20 Commissioner West

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Approval of agreements

9:45 Patrol truck award

9:50 Request to re-staff 2 positions in the Sheriff's Office

9:55 Rescind the prohibition of submitting bids

applicable to North American Surety and MW Construction and thereby allowing them to submit bids on projects of their choosing

- 10:00** Sweetwater County Commission's announcement of its intent to adopt new rules relating to animal control and rabies
- 10:05** Discussion on future planning of fire department & possible workshop
- 10:15** Items for consideration for CDC contingency funds
- 10:25** Discussion of remaining funds from Circuit Court SLIB Grant
- 10:35** Approval of the contract for Task Force Officers
- 10:45** Approval of the Truancy Grant Letter to the Wyoming Department of Family Services
- 10:50** New library app
- 10:55** Application site plan
- 11:15** Presentation by North Sweetwater Water & Sewer District about regionalization

LUNCH

PLANNING & ZONING PUBLIC HEARING

1:30

Daryl and Susan Fellbaum Revocable Trust
Zoning Map Amendment
R-2 (Mixed Residential) & I-1 (Light Industrial)
to I-1 (Light Industrial)

Sweetwater County Land Use
Zoning Map Amendment
A (Agriculture) & I-2 (Heavy Industrial) to I-2 (Heavy Industrial)

ACTION ITEMS CONTINUED

1:50 A resolution authorizing the issuance and sale of

the \$34,000,000 Sweetwater County, Wyoming,
taxable industrial development revenue bond
(Lost Creek ISR, LLC Project)

OTHER

EXECUTIVE SESSION(S) AS NEEDED

Legal

Personnel

ADJOURN

October 1, 2013
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with Chairman Johnson and Commissioners Bailiff, Kolb and Van Matre present. Commissioner West was excused from the meeting. The meeting opened with the Pledge of Allegiance.

Approval of Agenda

Commissioner Kolb moved to approve the agenda. Commissioner Bailiff seconded the motion. The motion carried.

Approval of Minutes: 9-17-13

Chairman Johnson requested to amend the word "tentative individual" to "selected individual" under his commissioner comments. With no further discussion, Chairman Johnson entertained a motion to approve. *Commissioner Van Matre moved for the approval of the minutes dated September 17, 2013. Commissioner Bailiff seconded the motion.* The motion carried.

Acceptance of Bills

Approval of County Vouchers/Warrants and Bonds

Chairman Johnson entertained a motion to approve the county vouchers/warrants and bonds. Following comment, *Commissioner Kolb moved to approve. Commissioner Van Matre seconded the motion.* The motion carried.

WARR#	NAME	DEPT	TOTAL
56912	Centurylink	Grants Proj, GR Fcl Mt CH, Flt Veh Main, RS Off Bld A, Fire Marshal, Juv Prob, Land Use, Coroner	614.25
3	Centurylink	Juv Prob, Land Use, Clk, Treas, Assess, Shrf, Co Atrny, GR Cir Court, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Commiss	1,546.49
4	Centurylink	Commiss, Clk, Treas, Assess, Co Atrny, GR Cir Court, IT Dept, Clk Dist Crt, Human Resour, Purchasing, Grants Admin, Comm Nur-Hom	1,608.40
5	Centurylink	Shrf, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Shrf Emg Mgt, Comm Nur-Hom, IT Dept, Vet Services	2,248.00
6	Centurylink	IT Dept	1,115.52
7	Centurylink	Elect	25.27
8	Centurylink	Shrf	71.94
9	HCC Life Insurance Co	Intr Gv Pool	23,461.24
56920	Home Depot Credit Service	GR Fcl Mt CH, Shrf Dtn Mnt	408.97
1	Home Depot Credit Service	GR Fcl Mt CH, Shrf Dtn Mnt	862.62
2	Paetec	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Coroner, Land Use, Clk Dist Crt	306.94
3	Paetec	GR Fcl Mt CH, Road & Bridg, Flt Veh Main, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Comm Nur-Hom	332.54
4	Payment Remittance Center	Coroner	16.71
5	Payment Remittance Center	Road & Bridg, Shrf Dtn Mnt, Human Resour, Grants Proj, Co Atrny, GR Fcl Mt CH, Commiss	555.50
6	Payment Remittance Center	Assess, IT Dept	226.72
7	Payment Remittance Center	Assess	404.76
8	Payment Remittance Center	Elect	559.47
9	Payment Remittance Center	Elect	194.89
56930	Payment Remittance Center	Co Atrny, Grants Proj, Elect, IT Dept, GR Fcl Mt CH	7,020.37
1	Payment Remittance Center	Grants Proj	2,164.14
2	Payment Remittance Center	Coroner	13.08
3	Plan One/Architects	Capital Proj	48,700.56
4	Questar Gas	RS Rd & Brdg, RS Veh Maint, Shrf Dtn Mnt, RS Mnt/C Pur	3,273.47
5	Rocky Mtn Power	GR Fcl Mt CH, RS Veh Maint,	

		Thmpsn Bld A, JV 731 Bld D, RS Off Bld A, RS 333 Bdwy, Att Bld 731C	6,007.40
6	Satcom Global Fze	Coroner	136.32
7	Shepard Construction Inc	Capital Proj	187,385.40
8	Skywest Airlines Inc	Transport	743,881.00
9	Trusted Network Solutions	IT Dept	39,928.59
56940	Union Telephone Company Inc	Assess, Co Atrny, Clk, Shrf Emg Mgt, Grants Admin, Purchasing, Road & Bridg, Clk Dist Crt, GR Fcl Mt CH, Land Use, Vet Services	343.81
1	Union Telephone Company Inc	Commiss, IT Dept, Coroner, GR Fcl Mt CH, Shrf Dtn Mnt, Fire Marshal, Comm Dev&Eng, Land Use, Road & Bridg, Juv Prob, Co Atrny, Shrf	3,635.55
2	Union Telephone Company Inc	Shrf	1,572.83
3	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, Vet Services, Purchasing, Commiss, Elect, Co Atrny, IT Dept	1,371.11
4	Wex Bank	Flt Veh Main, Road & Bridg Coroner, Human Resour, GR Fcl Mt CH,	5,691.00
5	Amazon	IT Dept, Clk	508.36
6	Centurylink	Co Atrny, Grants Proj, GR Cir Court, Clk Dist Crt, GR Fcl Mt CH, Flt Veh Main, Human Resour, Purchasing, Grants Admin, Land Use,	1,308.87
7	Centurylink	RS Off Bld A, Comm Nur-Hom Commiss, Clk, Treas, Assess, Shrf, Juv Prob, IT Dept, Coop Ext/4H, Road & Bridg, Elect, Comm Dev&Eng,	3,823.40
8	Centurylink	Shrf Emg Mgt, Fire Marshal Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Land Use, Clk Dist Crt, GR Fcl Mt CH	363.88
9	Centurylink	Road & Bridg, Elect, Comm Dev&Eng, Grants Admin, Shrf Emg Mgt, Vet Services, Human Resour, Purchasing, Comm Nur-Hom	303.30
56950	Marlin Leasing	Gen Co Admin	4,041.88
1	Plan One/Architects	Capital Proj	95,469.19
2	Questar Gas	RS 333 Bdwy, Facil 731C C, RS Off Bld A, JV 731 Bld D, Thmpsn Bld b, Thmpsn Bld A	223.28
3	Rocky Mtn Power	GR Rd & Brdg, GR Wrhs Main	135.04
4	Walmart Community/Gecrb-S	Shrf Dtn Mnt, Shrf	1,882.88
5	Accreditation Audit & Risk	Shrf Dtn Mnt	530.00
6	Ace Hardware	Road & Bridg	73.65
7	Affiliated Benefits	Intr Gv Pool	1,340.00
8	Airgas USA LLC	Road & Bridg, Flt Veh Main	38.39
9	Alcohol & Drug Testing Svc	Employee Ben	132.00
56960	Allen MD PC, Patrick C	Coroner	2,080.00
1	Alpine Pure Bottled Water	Co Atrny, Vet Services	107.00
2	Behavioral Interventions	Grants Proj	176.40
3	Bennett Paint & Glass	GR Fcl Mt CH	3,082.36
4	Bookcliff Sales Inc	Road & Bridg	63.92
5	Buckboard Marina	Shrf	195.48
6	C & J Enterprises	Road & Bridg	1,227.10
7	Carquest Auto Parts	Road & Bridg	742.70
8	Carrier Corporation	GR Fcl Mt CH, Shrf Dtn Mnt	3,131.60
9	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	1,965.00
56970	Chemical Testing Program	Coroner	199.00
1	Cigna	Human Svcs	18.24
2	City Of Green River	Animal Cntrl	490.00
3	Communication Technologies	Shrf Dtn Mnt	192.00
4	Compressor-Pump & Service	Road & Bridg	181.00
5	Copier & Supply Co Inc	Shrf Dtn Mnt, Shrf	549.35
6	Custom Lanyards Plus	Grants Proj	198.00
7	Davies, Adam D	Co Atrny	3,237.50
8	Dex Media West Inc	Vet Services	11.32
9	Diversified Insurance Ben	Intr Gv Pool	3,000.00
56980	DJ's Glass	Road & Bridg	20.00
1	Electrical Connections Inc	GR Fcl Mt CH	2,252.47
2	Electrical Service & Prod	Road & Bridg	1,050.30
3	Employers Council Service	Employee Ben	250.00
4	Esquibel, Sylvia	Vet Services, Flt Veh Main	161.75
5	F B McFadden Wholesale Co	Shrf Dtn Mnt, Clk Dist Crt	111.46
6	F B McFadden Wholesale Co	Shrf Dtn Mnt	5,855.68

7	Fastenal Company	Road & Bridg, GR Fcl Mt CH	63.17
8	First Choice	Road & Bridg	2,109.88
9	Fremont Motor Rock Spring	Road & Bridg	429.20
56990	FSH Communications, LLC	Shrf Dtn Mnt	70.00
1	G & K Services	Road & Bridg	418.35
2	Govconnection Inc	IT Dept, Capital Proj	1,267.00
3	H&H Boiler Repairing & Heat	GR Fcl Mt CH	1,022.00
4	Harmony Foundation Inc	Employee Ben	1,500.00
5	Hartley, Donald C	Gen Co Admin, Gen Accts	1,000.00
6	High Country Behavioral H	Vet Services	500.00
7	High Security Lock & Alarm	GR Fcl Mt CH	16.75
8	Holiday Inn Convention Ce	Co Atrny	154.00
9	Homax Oil Sales Inc	Flt Veh Main, Shrf, Road & Bridg	6,827.55
57000	Homax Oil Sales Inc	Road & Bridg	32,203.42
1	Industrial Supply	Comm Dev&Eng, Road & Bridg, GR Fcl Mt CH, Flt Veh Main	286.32
2	J & V Enterprises Inc	Treas	401.85
3	Jack's Truck & Equipment	Road & Bridg	524.59
4	Jenny Service Co	Shrf Dtn Mnt	4,217.47
5	Jester Signs & Graphics	Road & Bridg	228.00
6	Kroger - Smith's Customer	Clk Dist Crt	10.68
7	Law Offices Of Nathan W J	Public Defnd	1,200.00
8	Lawn World	GR Fcl Mt CH, Shrf Dtn Mnt	4,250.00
9	Levitt, Larry	Vet Services	121.65
57010	Manpower	GR Fcl Mt CH	3,257.58
1	Mathey Law Office - Assig	Commiss	470.00
2	Mathey Law Office - Assig	Commiss	1,710.00
3	Mathey Law Office - Assig	Commiss	3,800.00
4	Matthew Bender & Co Inc	Shrf Dtn Mnt	154.59
5	McKee Foods Corporation	Shrf Dtn Mnt	670.40
6	Meadow Gold Dairy	Shrf Dtn Mnt	1,588.89
7	Med-Tech Resource Inc	Shrf	383.76
8	Medical Equipment & Warra	Shrf Dtn Mnt	199.00
9	Memorial Hospital Of SW Co	Coroner, Shrf, Shrf Dtn Mnt	2,340.00
57020	Memorial Hospital Of SW Co	Shrf Dtn Mnt	1,255.00
1	Millcreek Anesthesia Pc	Shrf Dtn Mnt	1,232.00
2	Model Service Inc	GR Fcl Mt CH	136.00
3	Moore Medical, LLC	Purchasing	154.11
4	Napa Auto Parts Unlimited	Shrf Dtn Mnt	6.19
5	National Business Systems	Treas	505.84
6	Nicholas & Company	Shrf Dtn Mnt	2,801.88
7	Nielsen D.S.W., Eric	Employee Ben	580.00
8	Office Outlet	Vet Services	420.79
9	Pacific Steel & Recycling	Road & Bridg	36.90
57030	Peterbilt Of Wyoming	Road & Bridg	1,113.58
1	Pineda, Bobby Wayne	Commiss	1,100.00
2	Pineda, Bobby Wayne	Commiss	2,420.00
3	Plainsman Printing & Supply	Clk	521.69
4	Professional Systems Tech	Shrf Dtn Mnt	11,147.58
5	QED - Las Vegas	GR Fcl Mt CH	113.45
6	Quill Corporation	Purchasing, Treas, IT Dept, Shrf, Clk Dist Crt, Assess, Shrf Dtn Mnt, Co Atrny	599.84
7	Quill Corporation	Shrf, FnMgt, Co Atrny	721.19
8	R S Refrigeration Supply	Shrf Dtn Mnt	43.28
9	Real Kleen Inc	Shrf Dtn Mnt	26.75
57040	Rock Springs Chamber	Commiss	3,386.00
1	Rock Springs Winnelson Co	GR Fcl Mt CH	6.22
2	Rock Springs, Green River	RS GR SWC Ds	168,280.75
3	Rocky Mountain Retina Con	Shrf Dtn Mnt	5,744.00
4	Ron's Ace Rentals	Road & Bridg	350.17
5	Safety-Kleen Systems Inc	Road & Bridg	233.69
6	Shopko Hometown - Pharmacy	Shrf Dtn Mnt	5,392.21
7	Skaggs Companies	Shrf Dtn Mnt, Shrf	1,579.15
8	Slagowski Concrete Inc	Capital Proj	7,123.40
9	Smyth Printing Inc	Clk Dist Crt, Co Atrny, Land Use, Vet Services, Assess	1,087.05
57050	Snap On Tools	Road & Bridg	199.95
1	Sodexo Inc & Affiliates	Grants Proj	431.10
2	Staples Advantage - Dept	Land Use, Co Atrny	93.06
3	Sterling Communications	Road & Bridg	728.04
4	Stotz Equipment	Road & Bridg	3,455.68
5	SWCO Conservation District	Conservation	15,860.84
6	Sweetwater Co Historical	Commiss	19.99
7	Sweetwater Co Solid Waste	GR Fcl Mt CH	36.40
8	Sweetwater Medical Group	Shrf Dtn Mnt	333.00
9	Sweetwater Medics LLC	cr ambul svc	21,697.20
57060	Sweetwater Plumbing & Heat	GR Fcl Mt CH	236.05
1	Sweetwater Trophies	Commiss, Clk Dist Crt, Shrf Dtn Mnt, GR Fcl Mt CH, Grants Admin	257.98
2	Swisher Hygiene Franchise	Shrf Dtn Mnt	1,131.69
3	The Master's Touch LLC	Treas	4,597.26
4	The Sherwin-Williams Co	Shrf Dtn Mnt	540.79

5	The Tire Den Inc	Road & Bridg	4,463.94
6	TLO LLC	Shrf	110.00
7	Tyler Technologies Inc	Capital Proj	3,345.67
8	U S Foods Inc	Shrf Dtn Mnt	2,404.05
9	University Of Utah Hospital	Co Atrny	38.00
57070	Van Boerum & Frank Associ	Shrf Dtn Mnt	5,600.00
1	Vaughn's Plumbing & Heating	GR Fcl Mt CH	400.15
2	Volvo Rents	Road & Bridg	220.00
3	Western Relief LLC	GR Fcl Mt CH	480.00
4	Western Wyoming Community	Grants Proj	180.00
5	Whisler Chevrolet Company	Road & Bridg	126.41
6	Wy Dept Of Environmental	Road & Bridg	1,500.00
7	Wyoming Dept Of Transport	Capital Proj	537.89
8	Wyoming Machinery Company	Road & Bridg	580.48
9	Wyoming Machinery Company	Road & Bridg	3,758.69
57080	Wyoming.COM	Road & Bridg	4.00
1	Young At Heart Senior Cit	Senior Cntrs, Grants Proj	41,132.61
2	Youth Home Inc	Human Svcs	33,500.00
3	YWCA Of Sweetwater County	Human Svcs	52,248.87
4	Zumbrennen's American Car	Road & Bridg	262.00
57085	4IMPRINT Inc	Grants Proj	518.16
GRAND TOTAL			1,718,953.37

The following bonds were placed on file:

Gregory M. Bailey	SWCO Joint Travel & Tourism Board, Treasurer	\$10,000.00
Daniel Butler	Carbon County School District #1 - Treasurer	\$50,000.00
Grant Christensen	Memorial Hospital, Treasurer	\$50,000.00
John E. Crouch	West Side Water & Sewer District, Treasurer	\$ 5,000.00
Tammy L. Keifer	Town of Superior, Deputy Clerk	\$10,000.00

Commissioner Comments/Reports

Commissioner Kolb

Commissioner Kolb reported on the Rock Springs/Sweetwater County Airport water contracts. Commissioner Kolb reported that he missed the Events Complex board meeting due to attending the annual Wyoming Association of County Officers (WACO) Conference held in Lander and expressed the importance of attending. Commissioner Kolb further reported that he attended the fur ball. Lastly, Commissioner Kolb reported that he spoke with Land Use Director Eric Bingham and County Clerk Dale Davis.

Commissioner Van Matre

Commissioner Van Matre reported that he attended the annual WACO Conference and expressed the importance of attending. Commissioner Van Matre reported that he visited with boards that he is liaison to.

Commissioner Bailiff

Commissioner Bailiff reported that he missed the recreation board meeting due to attending the annual WACO Conference and attended two library board meetings. Commissioner Bailiff announced that Jason Grubb has been selected as the new Sweetwater County Library Director. Lastly, Commissioner Bailiff noted that Reporter Ryan James interviewed him in regard to Sweetwater County.

Chairman Johnson

Chairman Johnson announced that Pete Obermueller has been selected as the new Wyoming County Commissioners Association (WCCA) Executive Director. Chairman Johnson reported that he attended the annual WACO Conference and expressed his appreciation to Lander for hosting the event as well as the importance of attending.

County Resident Concerns

Chairman Johnson opened county resident concerns. Hearing no comments, the hearing was closed.

Action/Presentation Items

County Vehicle Bids Award

Sweetwater County Purchasing Department Senior Buyer Marilyn Nomis and Inventory Warehouse Controller Erin Wyant explained that bid openings were conducted for the Sheriff's Department, Road & Bridge and the Fire Department and provided a listing of all the bids.

Road and Bridge

Ms. Nomis recommended awarding three 2014 Ford F250 XL crew cabs for the Road and Bridge department to Rock Springs First Choice Ford in the amount of \$86,628.00 (unit cost of \$28,876.00). Following discussion, ***Commissioner Bailiff moved to accept.*** Chairman Johnson restated the motion to accept the recommendation for three vehicles from First Choice Ford in

Rock Springs for \$28,876 for a total of \$86,628.00. *Commissioner Van Matre seconded the motion.* The motion carried.

Fire Department

Ms. Nomis explained that due to specifications being inaccurate for the fire department vehicle, she requested to rebid. The commission concurred to allow the vehicle to be rebid.

Sheriff's Department

Ms. Nomis explained that, due to the budget, Sheriff Haskell does not have enough funds to purchase two vehicles. The commission concurred to wait until they speak with Sheriff Haskell prior to making a motion.

Cowboys Against Cancer Awareness Month Proclamation

Commissioner Kolb read the Cowboys Against Cancer proclamation aloud. *Commissioner Kolb moved to approve the proclamation as read. Commissioner Bailiff seconded the motion.* The motion carried.

**PROCLAMATION
COWBOYS AGAINST CANCER**

Whereas, cancer is a disease that strikes many residents of Sweetwater County: and

Whereas, the cost of treatment is expensive and even prohibitive for some and

Whereas, the Cowboys Against Cancer group was established by a cancer survivor from Sweetwater County to serve as a resource to help defray costs of cancer treatment for Sweetwater County cancer residents; and

Whereas, Cowboys Against Cancer is a non-profit, 100% volunteer organization that has received awards from several national organizations for their contribution to our community; and

Whereas, Cowboys Against Cancer has helped hundreds of individuals and families in Sweetwater County; and

Whereas, on November 2, 2013 Cowboys Against Cancer will hold their 18th annual major fundraising event to generate funds for their financial assistance program:

Now, Therefore, Be It Resolved, that we as Commissioners for the County of Sweetwater, do hereby declare the month of October, 2013 as

COWBOYS AGAINST CANCER AWARENESS MONTH

And urge all citizens to recognize and participate in its cause.

Signed this 1st Day of October, 2013

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member

Approval of the 2011 Grant Subaward Agreement for the Pre-Court Diversion Program

Grants Manager Krisena Marchal presented and requested a motion to approve, and authorize the Chairman to sign, the 2011 Grant Subaward Agreement for the Pre-Court Diversion Program. *Commissioner Van Matre moved for approval of the 2011 Grant Subaward Agreement for the Pre-Court Diversion Program. Commissioner Bailiff seconded the motion.* The motion carried.

Break

Chairman Johnson called for a break.

Repeal of the Development Moratorium for Reliance Water System Region

Land Use Director Eric Bingham presented Resolution 13-10-CC-01. Code Enforcement Specialist Jim Zimmerman was present to address any concerns with the Reliance fire hydrants. Following discussion relative to further development of water and the increased water flow availability, Chairman Johnson entertained a motion to approve Resolution 13-10-CC-01, Repeal of the Development Moratorium for Reliance Water System Region. **Commissioner Kolb made the motion. Commissioner Bailiff seconded the motion.** The motion carried.

RESOLUTION 13-10-CC-01

REPEAL OF THE DEVELOPMENT MORATORIUM FOR RELIANCE WATER SYSTEM REGION

Whereas, the Sweetwater County Board of County Commissioners (Board) is empowered by Wyoming Statutes 18-05-201 et. seq. to regulate and restrict the location and use of buildings and structures, and the use, condition, or occupancy of land in the unincorporated areas of Sweetwater County; and,

Whereas, the Sweetwater County Fire Department tested the Fire Hydrants within the Reliance public water system service area in November of 2007 and found the fire hydrant water flows were in violation of the standards of the 2006 Edition of the International Fire Code for residential, commercial and industrial development; and,

Whereas, the Joint Powers Water Board evaluated the Reliance water system in 2007 and found that the water system was in need of necessary upgrades and repairs in order for the system to meet the fire hydrant water flows required by the 2006 Edition of the International Fire Code; and,

Whereas, the Sweetwater County Board of County Commissioners declared a Moratorium on the issuance of Development Permits in the area served by the Reliance Water System on November 6, 2007 for the purpose of protecting community health, safety and welfare; and,

Whereas, the Joint Powers Water Board and the City of Rock Springs for the past several years have diligently worked to address water supply concerns for the Reliance area; and,

Whereas, the necessary improvements have been made to the Reliance water system and the project engineer, Nelson Engineering, has certified that the water improvements to the Reliance Transmission and Distribution System meet or exceed the requirements put forth in the design, which is a maximum of 2500 GPM (2 hour duration) @ 20 psi residual for existing industrial development, and a maximum of 1800 GPM (2 hour duration) @ 20 psi residual for residential and future development, which meets and exceeds the 2012 International Fire Code requirements; and,

Now therefore be it resolved, the Sweetwater County Board of County Commissioners repeal the Moratorium on the issuance of Development Permits in the area served by the Reliance Water System with the following conditions:

1. The designed fire flow for all new development is a maximum of 1800 GPM (2 hour duration) @ 20 psi residual.
2. The effective area for the enforcement of this resolution is the area served by the Reliance Public Water System. The "Reliance Public Water System", for the purpose of this resolution, is the public water system serving that area east of Wyoming Highway 191 and north of the northerly boundary of the City of Rock Springs, at that point where the city boundary crosses Wyoming Highway 191.

Dated this 1st day of October, 2013.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Absent
Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Request to Re-Staff Vacancy in Sheriff's Office

Sheriff Haskell and Human Resource Director Garry McLean requested authorization to re-staff a detention officer position. **Commissioner Van Matre moved for the approval of the request to re-staff the vacancy in the sheriff's office. Commissioner Bailiff seconded the motion.** The motion carried.

The vehicle bid awards discussion was reopened with Sweetwater County Purchasing Department Senior Buyer Marilyn Nomis, Inventory Warehouse Controller Erin Wyant and Sheriff Haskell in attendance. Chairman Johnson explained that, due to the budget, the commission would only be able to award one bid. Sheriff Haskell selected to purchase the Chevrolet Equinox. Chairman Johnson stated that the request for the 2014 Ram 1500 Tradesman will be pending until such time as Sheriff Haskell submits a budget amendment to Accounting Manager Bonnie Phillips to be presented at a future meeting. **Commissioner Kolb moved to approve the 2013 Equinox in the amount of \$26,710.00. Commissioner Van Matre seconded the motion.** The motion carried.

Request to Re-Staff Vacancy in Road & Bridge Department

Human Resources Director Garry McLean requested, on behalf of Public Works Director John Radosevich, to re-staff a vacancy in the Road and Bridge Department. Following discussion, Chairman Johnson entertained a motion to re-staff the budgeted vacancy in the Road and Bridge Department. **Commissioner Van Matre so moved. Commissioner Bailiff seconded the motion.** The motion carried.

Request Additional Funding for the Animal Control Truck

Sheriff Haskell requested authorization for a budget amendment in the amount of \$24,741.00 due to having to replace the animal control truck earlier than anticipated. Chairman Johnson entertained a motion to authorize a budget amendment for account number 001-0142-0421-74.05. **Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.** The motion carried.

YWCA Domestic Violence Awareness Month Proclamation

Sweetwater County YWCA Executive Director Christy DeGrendele, Support & Safehouse Director Lauren Schoenfeld and YWCA Board Member Nina Kessner were present and requested support for the National Domestic Violence Awareness Month for the month of October, 2013 and also requested permission to hang a banner at the county courthouse. Chairman Johnson read the proclamation aloud. **Commissioner Kolb moved to accept the proclamation. Commissioner Bailiff seconded the motion.** The motion carried after stating that the YWCA has permission to hang the banner at the county courthouse.

PROCLAMATION

WHEREAS: The YWCA of Sweetwater County recognizes and participates in a Public Awareness Campaign to support National Domestic Violence Awareness Month; and

Domestic Violence Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the organizations and individuals who provide critical advocacy, services and assistance to victims; and

Acts of domestic violence occur every 18 seconds in the United States; and

Domestic violence can take the form of physical, emotional, sexual, psychological, and economic abuse; and

Too often, the victims of domestic violence are children, who can have lifelong repercussions from the emotional or physical trauma of being exposed to domestic violence; and

Domestic violence survivors and their advocates in Sweetwater County have rallied to the cause of Victim Justice; and

The government and citizens of Sweetwater County fully recognize the need to treat victims with dignity and compassion;

NOW THEREFORE, WE, Sweetwater County Board of County Commissioners, hereby proclaim the month of *OCTOBER 2013*, to be

DOMESTIC VIOLENCE AWARENESS MONTH

And call upon our citizens to stand together against domestic violence, offer support and understanding to survivors, and participate in domestic violence awareness activities.

**THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING**

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Absent
Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Approval of the FY 2014 Selective Traffic Enforcement Grant Agreement

Grants Manager Krisena Marchal and Sheriff Haskell requested a motion to approve, and authorize the Chairman to sign, the Fiscal Year 2014 Selective Traffic Enforcement Grant Agreement. *Commissioner Van Matre moved for approval, and authorized the Chairman to sign, the Fiscal Year 2014 Selective Traffic Enforcement Grant Agreement. Commissioner Bailiff seconded the motion.* Following discussion relative to overtime, the motion carried.

Other

CDC Human Resource Manager Lynne Chadey introduced herself to the commission and expressed that the CDC is looking forward to positive and professional changes within the organization and looks forward to a positive relationship with the commission.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal, potential litigation and personnel. *Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.* The motion was approved. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that no action was required.

Adjourn

There being no further business to come before the Board this day, the meeting was adjourned subject to the call of the Chairman.

This meeting was recorded and is available from the County Clerk's office at the Sweetwater County Courthouse in Green River, Wyoming

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Absent
Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #'S
EAL	10/3/2013	574,259.93	57128-57145
EAL	10/4/2013	41,458.03	57146-57162
EAL	10/8/2013	123.68	
EAL	10/11/2013	11,380.04	
EAL	10/15/2013	973,488.62	
EAL			
EAL			
EAL			

Payroll Net 920,419.18 Payroll Checks : 57086-57127

TOTAL AMOUNT \$2,521,129.48

John Kolb should abstain from approving the voucher to Alpha Petroleum Service for \$5,498.35
Vouchers in the above amount are hereby approved and ordered paid this date of 10/15/2013

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Authorization for Monthly Reports
10-15-13

1. **County Clerk**
2. **Treasurer**

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

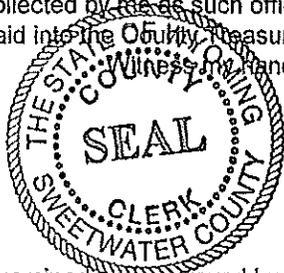
MONTHLY STATEMENT

Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending September 2013 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	14,888.00	
Marriage Licenses	1,080.00	
Chattel Mortgages	15,500.00	
Motor Certificates of Title	(1664 /TITLES) 24,954.00	23,290.00
Sale of County Property	-	
Miscellaneous Receipts	1,071.25	
Total Receipts		57,493.25
		(1,664.00)
		55,829.25

STATE OF WYOMING)
) ss.
 COUNTY OF SWEETWATER)

I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer during the month above mentioned, and that the same has been by me paid into the County Treasury.



Witness my hand and seal this 01 day of October 2013

/s/ Steven Dale Davis COUNTY CLERK

Donna Wardell DEPUTY

Examined and approved by the Board of County Commissioners, this _____ day of _____

 Chairman

 Commissioner

 Commissioner

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD AUGUST 31, 2013 TO SEPTEMBER 30, 2013 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

AMOUNT ON HAND AUGUST 31, 2013	62,617,842.77
RECEIPTS - CASH ITEMS	92.00
RECEIPTS - COUNTY CLERK FEES	4,545.33-
RECEIPTS - OVERPAYMENTS	9,917.46
RECEIPTS - VIN INSPECTION FEES	2,330.00
RECEIPTS - REAL PROPERTY TAX CURRENT	367,467.48
RECEIPTS - CIGARETTE TAX	1,613.44
RECEIPTS - WATERSHED FEE	150.00
RECEIPTS - PENALTIES/INT DELIQ TAXES	24,630.19
RECEIPTS - CNTY SALES TAX	386,299.74
RECEIPTS - STATE SALES LOCAL 1% OPT	280,413.12
RECEIPTS - WYOMING-5% REIMBURSEMENT	13,525.80
RECEIPTS - SALES TAX PENALTIES	6,344.03
RECEIPTS - COPY CHARGES	225.00
RECEIPTS - SALE OF CO EQUIPMENT	180.18
RECEIPTS - TELEPHONE EQUIPMENT	1,605.87
RECEIPTS - RECORDINGS/CTY CLERK	14,455.00
RECEIPTS - FILING FEES/CTY CLERK	16,809.00
RECEIPTS - AUTO FEES/CTY CLERK	24,354.00
RECEIPTS - MARRIAGE LICENSE/CTY CLER	1,320.00
RECEIPTS - MISC/CTY CLERK	1,138.50
RECEIPTS - VIN INSPECTION FEES	720.00
RECEIPTS - REFUNDS	224.03
RECEIPTS - CP & CR - CTY TREAS	785.00
RECEIPTS - RETURNED CHECK CHARGES	160.47
RECEIPTS - AUTO FUND POSTAGE	1,160.52
RECEIPTS - COUNTY SHARE FEES (auto)	819.00
RECEIPTS - COUNTY SHARE (MOBILE EQP)	609.00
RECEIPTS - SHERIFF'S FEES	6,892.36
RECEIPTS - SPECIAL EVENTS OVERTIME	686.25
RECEIPTS - CONSTRUCTION USE PERMIT	3,250.00
RECEIPTS - PLANNING & ZONING PERMITS	75.00
RECEIPTS - ACCESS PERMIT	1,925.00
RECEIPTS - TEMPORARY FOOD SERV FEES	361.25-
RECEIPTS - FOOD/DRINK LICENSE FEES	6,885.00-
RECEIPTS - POOL/SPA LICENSE	1,615.00-
RECEIPTS - CHILD SUPPORT-CLERK DC	2,933.80
RECEIPTS - GRANT ADMINISTRATIVE FEES	3,598.66
RECEIPTS - NOW ACCOUNT	2,083.31
RECEIPTS - INT CAPITAL REPLACEMENT	15,000.00
RECEIPTS - INTEREST CASH RESERVE	19,375.00
RECEIPTS - INMATE HOUSING REIMBURSMT	36,015.61
RECEIPTS - REAL PROPERTY TAX CURRENT	26,383.26
RECEIPTS - PENALTIES/INT DELIQ TAXES	2,916.60
RECEIPTS - NOW ACCOUNT	2.90
RECEIPTS - REAL PROPERTY TAX CURRENT	43,957.43
RECEIPTS - PENALTIES/INT DELIQ TAXES	4,579.15
RECEIPTS - NOW ACCOUNT	4.61
RECEIPTS - REAL PROPERTY TAX CURRENT	3,537.51
RECEIPTS - PENALTIES/INT DELIQ TAXES	539.25
RECEIPTS - NOW ACCOUNT	.50

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD AUGUST 31, 2013 TO SEPTEMBER 30, 2013 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - REAL PROPERTY TAX CURRENT	6,664.47
RECEIPTS - PENALTIES/INT DELIQ TAXES	929.30
RECEIPTS - NOW ACCOUNT	.85
RECEIPTS - REAL PROPERTY TAX CURRENT	10,045.67
RECEIPTS - PENALTIES/INT DELIQ TAXES	1,055.33
RECEIPTS - NOW ACCOUNT	1.12
RECEIPTS - REAL PROPERTY TAX CURRENT	159.22
RECEIPTS - PENALTIES/INT DELIQ TAXES	105.01
RECEIPTS - COUNTY HEALTH RECEIPTS	35.00-
RECEIPTS - TEMPORARY FOOD SERV FEES	361.25
RECEIPTS - FOOD/DRINK LICENSE FEES	7,862.50
RECEIPTS - POOL/SPA LICENSE	1,615.00
RECEIPTS - NOW ACCOUNT	.06
RECEIPTS - NOW ACCOUNT	3.80
RECEIPTS - SC ROAD (SUPPLEMENT)	25,981.42
RECEIPTS - NOW ACCOUNT	638.77
RECEIPTS - NOW ACCOUNT	2.41
RECEIPTS - RETIREES HEALTH INSURANCE	15,292.58
RECEIPTS - COBRA INSURANCE	654.28
RECEIPTS - INSURANCE-COUNTY	460,753.50
RECEIPTS - NOW ACCOUNT	.59
RECEIPTS - UMR INSURANCE ACCOUNT	115.08
RECEIPTS - BCBS INSURANCE ACCOUNT	245.45
RECEIPTS - NOW ACCOUNT	6.56
RECEIPTS - INMATE ENTERPRISE FEES	10,314.91
RECEIPTS - NOW ACCOUNT	8.19
RECEIPTS - NOW ACCOUNT	.15
RECEIPTS - REAL PROPERTY TAX CURRENT	.22
RECEIPTS - PENALTIES/INT DELIQ TAXES	.65
RECEIPTS - REAL PROPERTY TAX CURRENT	12,221.15
RECEIPTS - PENALTIES/INT DELIQ TAXES	87.70
RECEIPTS - NOW ACCOUNT	.89
RECEIPTS - GASOLINE TAX	29,544.55
RECEIPTS - SPECIAL FUEL TAX	42,147.94
RECEIPTS - NOW ACCOUNT	318.37
RECEIPTS - SKY WEST 7/10-12/10 CONTR	208,286.68
RECEIPTS - NOW ACCOUNT	132.26
RECEIPTS - 2009 ARRA JAG	3,637.19
RECEIPTS - CMAQ 2012	151,561.18
RECEIPTS - 2011 JABG	4,698.80
RECEIPTS - FY13 STATE VICTIM WITNESS	47,119.72
RECEIPTS - FY 13 DSP CLIENT FEES	3,650.00
RECEIPTS - FY 13 TANF/CPI	27,942.08
RECEIPTS - FY 13 DSP PROGRAM	1,629.73
RECEIPTS - FY14 TANF/CPI	.00
RECEIPTS - NOW ACCOUNT	954.76
RECEIPTS - NEW SUBDIVISION-INTEREST	2.61
RECEIPTS - NEW SUBDIVISION-INTEREST	.62
RECEIPTS - NOW ACCOUNT	1.48
RECEIPTS - NOW ACCOUNT	6.02
RECEIPTS - NOW ACCOUNT	3.65
RECEIPTS - NOW ACCOUNT	1.04

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD AUGUST 31, 2013 TO SEPTEMBER 30, 2013 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - NOW ACCOUNT	17.59
RECEIPTS - NOW ACCOUNT	.56
RECEIPTS - NOW ACCOUNT	.00
RECEIPTS - NOW ACCOUNT	2.23
RECEIPTS - LODGING TX (TRVL/TOURISM)	82,457.09
RECEIPTS - NOW ACCOUNT	15.47
RECEIPTS - CIRCUIT COURT FINES	76,542.00
RECEIPTS - OSHA FINES	8,121.00
RECEIPTS - NOW ACCOUNT	33.27
RECEIPTS - CURRENT TAXES	48.12
RECEIPTS - INTEREST ON CURRENT TAXES	31.80
RECEIPTS - NOW ACCOUNT	.08
RECEIPTS - TA- CO WEED & PEST CNTRL	11,511.79
RECEIPTS - TA- CO WEED & PEST CNTRL	1,009.49
RECEIPTS - TA- CO WEED & PEST CNTRL	1.18
RECEIPTS - CURRENT TAXES	156,830.79
RECEIPTS - INTEREST ON CURRENT TAXES	11,625.01
RECEIPTS - NOW ACCOUNT	18.14
RECEIPTS - CURRENT TAXES	84,150.15
RECEIPTS - INTEREST ON CURRENT TAX	2,906.18
RECEIPTS - NOW ACCOUNT	.10
RECEIPTS - NOW ACCOUNT	.02
RECEIPTS - NOW ACCOUNT	24.01
RECEIPTS - NOW ACCOUNT	1.86
RECEIPTS - CURRENT TAXES	190,301.03
RECEIPTS - INTEREST ON CURRENT TAXES	17,437.52
RECEIPTS - NOW ACCOUNT	18.02
RECEIPTS - CURRENT TAXES	159,805.95
RECEIPTS - INTEREST ON CURRENT TAXES	89.70
RECEIPTS - NOW ACCOUNT	1.89
RECEIPTS - CURRENT TAXES	42,244.79
RECEIPTS - INTEREST ON CURRENT TAXES	54.69
RECEIPTS - NOW ACCOUNT	.59
RECEIPTS - TA- CASTLE ROCK DISTRICT	27,304.03
RECEIPTS - TA- CASTLE ROCK DISTRICT	1,147.29
RECEIPTS - TA- CASTLE ROCK DISTRICT	.39
RECEIPTS - NOW ACCOUNT	13.74
RECEIPTS - CURRENT TAXES	2,681.35
RECEIPTS - INTEREST ON CURRENT TAXES	.25
RECEIPTS - NOW ACCOUNT	.01
RECEIPTS - CURRENT TAXES	771.76
RECEIPTS - NOW ACCOUNT	.06
RECEIPTS - CURRENT TAXES	3,619.39
RECEIPTS - INTEREST ON CURRENT TAXES	.33
RECEIPTS - NOW ACCOUNT	.08
RECEIPTS - CURRENT TAXES	31,590.27-
RECEIPTS - NOW ACCOUNT	1.13
RECEIPTS - CURRENT TAXES	34,695.20
RECEIPTS - INTEREST ON CURRENT TAXES	2,518.71
RECEIPTS - CURRENT TAXES	867,345.81
RECEIPTS - INTEREST ON CURRENT TAXES	62,968.72
RECEIPTS - NOW ACCOUNT	32.41

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD AUGUST 31, 2013 TO SEPTEMBER 30, 2013 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - CURRENT TAXES	22,216.23
RECEIPTS - INTEREST ON CURRENT TAXES	1,453.20
RECEIPTS - NOW ACCOUNT	.67
RECEIPTS - CURRENT TAXES	9,547.69
RECEIPTS - INTEREST ON CURRENT TAXES	232.76
RECEIPTS - CURRENT TAXES	243,451.45
RECEIPTS - INTEREST ON CURRENT TAXES	9,687.54
RECEIPTS - NOW ACCOUNT	2.78
RECEIPTS - CURRENT TAXES	7,836.39-
RECEIPTS - CURRENT TAXES	5,224.31-
RECEIPTS - CURRENT TAXES	130,605.87-
RECEIPTS - NOW ACCOUNT	50.21
RECEIPTS - NOW ACCOUNT	1.64
RECEIPTS - CURRENT TAXES	13,086.73
RECEIPTS - INTEREST ON CURRENT TAXES	340.14
RECEIPTS - NOW ACCOUNT	3.73
RECEIPTS - CURRENT TAXES	130.36
RECEIPTS - NOW ACCOUNT	.12
RECEIPTS - CURRENT TAXES	11.07
RECEIPTS - INTEREST ON CURRENT TAXES	10.62
RECEIPTS - NOW ACCOUNT	.10
RECEIPTS - NOW ACCOUNT	.74
RECEIPTS - TRANSPORTABLE HOMES	12.04
RECEIPTS - NOW ACCOUNT	30.24
RECEIPTS - LEASED MOBILE EQUIPMENT	4,718.96
RECEIPTS - NOW ACCOUNT	2,014.57
RECEIPTS - COUNTY AUTO FEES	896,296.28
RECEIPTS - VETERANS EXEMPTION	281,019.33
RECEIPTS - STATE AUTO FEES	127,119.71
RECEIPTS - SALES TAX (AUTO FEE FUND)	736,683.27
RECEIPTS - INTEREST ON SALES TAX	1,314.96
RECEIPTS - REDEMPTION FUND	41,973.53
RECEIPTS - TA- EDEN-FARSON FIRE	788.59
RECEIPTS - TA- EDEN-FARSON FIRE	8.97
RECEIPTS - TA- EDEN-FARSON FIRE	.10
RECEIPTS - TA- JAMESTOWN FIRE	1,034.17
RECEIPTS - TA- JAMESTOWN FIRE	.01
RECEIPTS - TA- JAMESTOWN RIO SEWER	2,222.49
RECEIPTS - TA- JAMESTOWN RIO SEWER	.04
RECEIPTS - TA- RELIANCE FIRE	2,840.37
RECEIPTS - TA- RELIANCE FIRE	19.73
RECEIPTS - TA- RELIANCE FIRE	.03
RECEIPTS - TA- TEN MILE WATER/SEWER	1,176.57
RECEIPTS - TA- TEN MILE WATER/SEWER	.04
RECEIPTS - TA- WHITE MOUNTAIN SEWER	15,034.11
RECEIPTS - TA- WHITE MOUNTAIN SEWER	4.00
RECEIPTS - TA- WHITE MOUNTAIN SEWER	.16
RECEIPTS - TA- EDEN VALLEY SLD WASTE	2,576.37
RECEIPTS - TA- EDEN VALLEY SLD WASTE	10.25
RECEIPTS - TA- EDEN VALLEY SLD WASTE	.60
RECEIPTS - TA- SOLID WASTE DIST #1	59,392.18
RECEIPTS - TA- SOLID WASTE DIST #1	164.37

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD AUGUST 31, 2013 TO SEPTEMBER 30, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- SOLID WASTE DIST #1	.78	
RECEIPTS - TA- WEST SIDE SEWER/WATER	3,567.07	
RECEIPTS - TA- WEST SIDE SEWER/WATER	43.56	
RECEIPTS - TA- WEST SIDE SEWER/WATER	.10	
RECEIPTS - TA- ABANDONED VEHICLE	12.72	
RECEIPTS - TA- ABANDONED VEHICLE	3,732.00	
RECEIPTS - TA- FOUNDATION FUND	470,491.32	
RECEIPTS - TA- FOUNDATION FUND	34,874.98	
RECEIPTS - TA- FOUNDATION FUND	39.46	
RECEIPTS - TA- GRAZING DISTRICT #4	26.43	
RECEIPTS - TA- SD 1C BOCES	5,224.18-	
RECEIPTS - TA- SD 1C BOCES	1.82	
RECEIPTS - TA- EDEN VALLEY CEMETERY	550.16	
RECEIPTS - TA- EDEN VALLEY CEMETERY	2.51	
RECEIPTS - TA- EDEN VALLEY CEMETERY	.07	
RECEIPTS - TA- AUTO REGISTRATION FEE	39.00	
RECEIPTS - TA- SOLID WASTE DIST #2	6,331.45	
RECEIPTS - TA- SOLID WASTE DIST #2	3,742.87	
RECEIPTS - TA- SOLID WASTE DIST #2	4.07	
RECEIPTS - TA- REDEMPTION (INT CP)	6,735.26	
RECEIPTS - TA- FIRE DISTRICT #1	10,470.35	
RECEIPTS - TA- FIRE DISTRICT #1	149.43	
RECEIPTS - TA- FIRE DISTRICT #1	.19	
RECEIPTS - TA- SHERIFF'S EVIDENCE	.43	
RECEIPTS - TA- REGION V BOCES	8,845.92	
RECEIPTS - TA- REGION V BOCES	572.14	
RECEIPTS - TA- REGION V BOCES	.26	
RECEIPTS - TA- EDEN VALLEY IMP DIST	.67	
RECEIPTS - TA- WWCC SWEETWTR BOCES	8,699.83	
RECEIPTS - TA- WWCC SWEETWTR BOCES	574.62	
RECEIPTS - TA- WWCC SWEETWTR BOCES	.74	
RECEIPTS - TA- REBATE ORDERS PAID	388,953.41	
RECEIPTS - TA- OVER/UNDER ACCOUNT	.07	
RECEIPTS - TA- OVER/UNDER ACCOUNT	4.24	
RECEIPTS - TA- EDEN VALLEY BOND/INT	2,858.80	
RECEIPTS - TA- EDEN VALLEY BOND/INT	10.18	
RECEIPTS - TA- EDEN VALLEY BOND/INT	13.36	
RECEIPTS - TA- EDEN VALLEY IMPR CNTR	75.75	
RECEIPTS - TA- COMM JOINT POWERS	10.26	
RECEIPTS - TA- COMM JOINT POWERS	18,662.99	
RECEIPTS - TA- NORTH SW WATER/SEWER	7,460.57	
RECEIPTS - TA- NORTH SW WATER/SEWER	2.56	
RECEIPTS - TA- NORTH SW WATER/SEWER	.08	
RECEIPTS - TA- SP TX 13 HOSP/CR HOSP	445,247.48	
RECEIPTS - TA- SP TX 13 HOSP/CR HOSP	216.35	
RECEIPTS - TA- SP TX 13 INFRASTRUCTR	1,264,185.55	
RECEIPTS - TA- SP TX 13 INFRASTRUCTR	600.72	
DISBURSEMENTS - COUNTY CLERK FEES		188.20-
DISBURSEMENTS - OVERPAYMENTS		9,917.46-
DISBURSEMENTS - VIN INSPECTION FEES		2,330.00-
DISBURSEMENTS - CASH IN BANK		21,097.71-
DISBURSEMENTS - CASH IN BANK		33,290.77-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD AUGUST 31, 2013 TO SEPTEMBER 30, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - CASH IN BANK	3,844.63-
DISBURSEMENTS - CASH IN BANK	6,450.74-
DISBURSEMENTS - CASH IN BANK	8,039.83-
DISBURSEMENTS - CASH IN BANK	49.06-
DISBURSEMENTS - C4- SC ROAD FUND	1,343.45-
DISBURSEMENTS - C3- SWEETWATER INSURANCE	164,478.01-
DISBURSEMENTS - INSURANCE CLAIMS	212,865.94-
DISBURSEMENTS - C5- INMATE ENTERPRISE	7,768.98-
DISBURSEMENTS - C4- JAIL OPERATION/MAINT	10,547.73-
DISBURSEMENTS - CASH IN BANK	4,610.83-
DISBURSEMENTS - C4- CO ROAD FUND FUEL TAX	201,423.56-
DISBURSEMENTS - C5- AIRLINE SUBSIDY CONTR	743,881.00-
DISBURSEMENTS - C4- GRANTS	244,144.40-
DISBURSEMENTS - C4- CDC SPEC PRP RS BUILD	240,480.00-
DISBURSEMENTS - WARRANTS PAYABLE	3,848,250.31-
DISBURSEMENTS - TA- LODGING TAX	55,289.59-
DISBURSEMENTS - NOW ACCOUNT	17.34-
DISBURSEMENTS - TA- FINES AND FORFEITURES	102,686.00-
DISBURSEMENTS - NOW ACCOUNT	38.02-
DISBURSEMENTS - TA- CO WEED & PEST CNTRL	7,765.01-
DISBURSEMENTS - NOW ACCOUNT	1.11-
DISBURSEMENTS - TA- WESTERN WY CM COLLEGE	144,811.92-
DISBURSEMENTS - NOW ACCOUNT	15.25-
DISBURSEMENTS - TA- 6 MILL LEVY	96,477.98-
DISBURSEMENTS - NOW ACCOUNT	18.31-
DISBURSEMENTS - TA- CITY OF ROCK SPRINGS	381.21-
DISBURSEMENTS - NOW ACCOUNT	5.08-
DISBURSEMENTS - TA- CITY OF GREEN RIVER	87.33-
DISBURSEMENTS - NOW ACCOUNT	1.71-
DISBURSEMENTS - TA- TOWN OF SUPERIOR	43.75-
DISBURSEMENTS - NOW ACCOUNT	.08-
DISBURSEMENTS - TA- TOWN OF WAMSUTTER	56.16-
DISBURSEMENTS - NOW ACCOUNT	.29-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	7,363.98-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	184,267.40-
DISBURSEMENTS - NOW ACCOUNT	75.98-
DISBURSEMENTS - TA- BOCES SWEETWATER CNTY	3,589.91-
DISBURSEMENTS - NOW ACCOUNT	1.60-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	14,179.98-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	141,787.87-
DISBURSEMENTS - STATE AUTO FEES	127,119.71-
DISBURSEMENTS - SALES TAX (AUTO FEE FUND)	736,658.38-
DISBURSEMENTS - INTEREST ON SALES TAX	1,314.96-
DISBURSEMENTS - REDEMPTION FUND	41,973.53-
DISBURSEMENTS - TA- EDEN-FARSON FIRE	178.31-
DISBURSEMENTS - NOW ACCOUNT	.08-
DISBURSEMENTS - TA- JAMESTOWN FIRE	5.21-
DISBURSEMENTS - NOW ACCOUNT	.04-
DISBURSEMENTS - TA- JAMESTOWN RIO SEWER	13.88-
DISBURSEMENTS - NOW ACCOUNT	.12-
DISBURSEMENTS - TA- RELIANCE FIRE	7.97-
DISBURSEMENTS - NOW ACCOUNT	.12-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD AUGUST 31, 2013 TO SEPTEMBER 30, 2013 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - TA- WHITE MOUNTAIN SEWER	94.10-	
DISBURSEMENTS - NOW ACCOUNT	.40-	
DISBURSEMENTS - TA- SOLID WASTE DIST #1	468.04-	
DISBURSEMENTS - NOW ACCOUNT	2.29-	
DISBURSEMENTS - COUNTY ABANDONED VEHICLE	899.00-	
DISBURSEMENTS - TA- FOUNDATION FUND	263,225.25-	
DISBURSEMENTS - NOW ACCOUNT	36.62-	
DISBURSEMENTS - TA- EDEN VALLEY CEMETERY	39.15-	
DISBURSEMENTS - NOW ACCOUNT	.08-	
DISBURSEMENTS - ORGAN DONOR MONEY	39.00-	
DISBURSEMENTS - TA- SOLID WASTE DIST #2	32,861.04-	
DISBURSEMENTS - NOW ACCOUNT	2.24-	
DISBURSEMENTS - REDEMPTION (INTEREST CP)	6,735.26-	
DISBURSEMENTS - TA- FIRE DISTRICT #1	412.97-	
DISBURSEMENTS - NOW ACCOUNT	.73-	
DISBURSEMENTS - TA- REGION V BOCES	1,450.16-	
DISBURSEMENTS - NOW ACCOUNT	.62-	
DISBURSEMENTS - TA- WWCC SWEETWTR BOCES	4,933.07-	
DISBURSEMENTS - NOW ACCOUNT	.66-	
DISBURSEMENTS - REBATE ORDERS-OVERPAYMENT	388,953.41-	
DISBURSEMENTS - NOW ACCOUNT	3.95-	
DISBURSEMENTS - TA- COMM JOINT POWERS	9,865.61-	
DISBURSEMENTS - TA- NORTH SW WATER/SEWER	21.29-	
DISBURSEMENTS - NOW ACCOUNT	.27-	
LEDGER CASH BALANCE SEPTEMBER 30, 2013		63,703,408.14
TOTAL	71,844,691.13	71,844,691.13
	=====	=====

Robert Blaylock
Sweetwater Co Treasurer

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 OCTOBER 01, 2013:

NAME OF ACCOUNTS

C1- GENERAL FUND	3,026,671.22
C2- CAPT REPLACEMENT-G CO	8,352,189.00
C2- CG RES FUTURE OP/CAP	2,179,657.00
C2- ECONOMIC DEV INFRSTR	111,162.00
C2- FY 2011 RESERVES	6,217,589.00
C2- FY11 CASH C/OVER RES	2,722,798.00
C2- GC CASH RESERVE	2,000,000.00
C2- GEN CO CASH CARRYOVER	3,000,000.00
C2- GEN CO-CASH RESERVE	350,000.00
C2- 2012 CASH CARRYOVER	3,151,622.00
C3- INSURANCE-CASH RESRV	418,393.00
C3- SWEETWATER INSURANCE	5,359,711.57
C4- CDC SPEC PRP RS BUILD	3,580,342.57
C4- CO ROAD FUND FUEL TAX	1,234,504.58
C4- GRANTS	210,764.84-
C4- JAIL OPERATION/MAINT	428,066.32
C4- SC ROAD FUND	2,641,760.17
C4- SC ROAD REIMBURSEMENT	9,785.94
C5- AIRLINE SUBSIDY CONTR	1,049.96
C5- DRUG ENFRMNT/INTERDCT	15,440.75
C5- IMPACT TX-GEN CO 2002	26,636.07
C5- IMPACT TX-GEN CO 2010	15,445.41
C5- INMATE ENTERPRISE	33,970.34
C5- SHERIFF HOUSING DEPST	618.23
C6- COUNTY HEALTH FUND	10,332.95
C6- COUNTY LIBRARY	48,541.19
C6- COUNTY MUSEUM	4,077.26
C6- COUNTY RECREATION	7,594.62
C6- EVENTS COMPLEX	29,302.76
C6- MEMORIAL HOSPITAL CO	.32-
C6- MEMORIAL HOSPTEL MAINT	12,309.74
C6- MENTAL HEALTH	11,102.12
SD- DOUBLE J SUBDVN	10,631.08
SD- WASHAM CREEK SUBDVN	2,524.28
TA- ABANDONED VEHICLE	54,918.64
TA- AUTO REGISTRATION FEE	.00
TA- BANKRUPTCY ACCOUNTS	2,280.65
TA- BOCES SWEETWATER CNTY	23,670.10
TA- CAR COMPANY TAX	293,757.00
TA- CASTLE ROCK BOND R/I	55,766.54
TA- CASTLE ROCK DISTRICT	28,071.99
TA- CITY OF GREEN RIVER	42,300.07
TA- CITY OF ROCK SPRINGS	159,897.54
TA- CO HOSPITAL BOND INT	7,555.29
TA- CO HOSPITAL BOND RDMT	97,455.20
TA- CO WEED & PEST CNTRL	12,522.46
TA- COMM JOINT POWERS	18,673.25
TA- COUNTY AUTO TAX	9,674,534.83
TA- COUNTY-CITY AIRPORT	417.06
TA- EDEN VALLEY BOND/INT	57,111.88

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 OCTOBER 01, 2013:

NAME OF ACCOUNTS

TA- EDEN VALLEY CEMETERY	552.74
TA- EDEN VALLEY IMP DIST	2,734.70
TA- EDEN VALLEY IMPR CNTR	307,426.21
TA- EDEN VALLEY SLD WASTE	5,062.25
TA- EDEN-FARSON FIRE	797.66
TA- ENERGETICS OPERATNG	71,398.35
TA- ESCROW-FMC	4,251.57
TA- ESCROW-PELICAN DOME	14,842.55
TA- FINES AND FORFEITURES	84,194.27
TA- FIRE DISTRICT #1	10,619.97
TA- FOUNDATION FUND	505,405.76
TA- GRAZING DISTRICT #3	6.64
TA- GRAZING DISTRICT #4	107,268.90
TA- INTEREST NOW ACCOUNT	.00
TA- JAMESTOWN FIRE	1,034.18
TA- JAMESTOWN RIO SEWER	2,222.53
TA- LIVESTOCK PRED ANIMAL	9,054.16
TA- LODGING TAX	82,472.56
TA- MOBILE MACHINERY/EQP	129,911.74
TA- NORTH SW WATER/SEWER	7,463.21
TA- OVER/UNDER ACCOUNT	319.35
TA- PROTEST-MERIT ENERGY	24,435.23
TA- PROTST ANADARKO 4/392	.04
TA- REBATE ORDERS PAID	.00
TA- REDEMPTION (INT CP)	216.48
TA- REDEMPTION CP (TAX/FEE)	495.13
TA- REGION V BOCES	9,418.32
TA- RELIANCE FIRE	2,860.13
TA- SCHOOL DISTRICT #1	967,560.85
TA- SCHOOL DISTRICT #2	258,095.59
TA- SCHOOL DISTRICT 1-C	106,200.56
TA- SD #1 BOND INTEREST	517.92
TA- SD #1 BOND REDEMPTION	6,671.38
TA- SD #1-C BOND RED/INT	130.36
TA- SD #2 BOND INTEREST	465.26
TA- SD #2 BOND REDEMPTION	28,487.92
TA- SD 1C BOCES	9,533.50
TA- SHERIFF'S EVIDENCE	1,754.09
TA- SOLID WASTE DIST #1	59,557.33
TA- SOLID WASTE DIST #2	10,078.39
TA- SP TX 13 HOSP/CR HOSP	684,574.16
TA- SP TX 13 INFRASTRUCTR	4,076,421.82
TA- STATE SALES/AUTO FEES	24.89
TA- TAX PROTEST- NARCO	6,042.86
TA- TEN MILE WATER/SEWER	1,176.71
TA- TOWN OF BAIROIL	15,351.16-
TA- TOWN OF GRANGER	2,718.55
TA- TOWN OF SUPERIOR	771.82
TA- TOWN OF WAMSUTTER	3,619.80
TA- TRANSPORTABLE HOMES	3,168.37

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
OCTOBER 01, 2013:

NAME OF ACCOUNTS

TA- UNCLAIMED PROPERTY	1,808.97
TA- VETERANS EXEMPTION	281,019.33
TA- WEST SIDE SEWER/WATER	3,747.02
TA- WESTERN WY CM COLLEGE	255,530.27
TA- WHITE MOUNTAIN SEWER	15,038.27
TA- WWCC BOND INTEREST	115.10
TA- WWCC BOND REDEMPTION	435.35
TA- WWCC SWEETWTR BOCES	9,275.19
TA- 6 MILL LEVY	207,756.57

TOTAL 63,703,408.14

Robb Slaughter
Sweetwater Co Treasurer

Authorization for Bonds

10-15-13

Robert J. Robinson Sweetwater County, County Surveyor

\$1,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

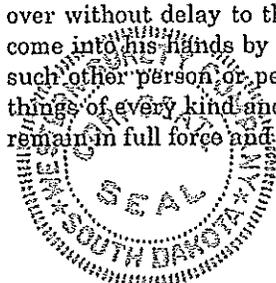
Bond No. 54529160

That we Robert J. Robinson,
of Green River, Wyoming, as Principal, and WESTERN SURETY COMPANY,
a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound
unto SWEETWATER COUNTY, the State of Wyoming, in the penal
sum of One Thousand and 00/100 DOLLARS (\$ 1,000.00),
to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and
severally, firmly by these presents.

Dated this 27th day of August, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Appointed
Principal was duly Elected to the office of County Surveyor
in the of Sweetwater County Board of Commissioners,
and State aforesaid for the term beginning December 9, 2013, and ending
December 9, 2014.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and
impartially perform all the duties of his said office of County Surveyor
as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely
keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay
over without delay to the person or persons authorized by law to receive the same, all moneys which may
come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or
such other person or persons as are authorized by law to receive the same, all moneys, books, papers and
things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to
remain in full force and effect.



Robert J. Robinson
Principal

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

Authorization For Abate/Rebate of Ad Valorum Taxes

October 15, 2013								
NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENT	REASON	A/R NUMBER
	SORENSEN MARGARET	119406	151	-5,131	2013	-372.70	CORRECTED QU	101301
2013-0707	SAMSON RESOURCES CO	60318	100	-91,374	2013	-5,829.11	DOR	101302
2013-0707	SAMSON RESOURCES CO	51989	100	-279	2013	-17.80	DOR	101303
2013-0734	ANADARKO E&P CO LLP	63959	100	-1,746,970	2008	-110,212.84	DOR	101304
2013-0734	ANADARKO E&P CO LLP	63959	100	-307,262	2009	-19,299.74	DOR	101305
	TAYLOR DAVID	103354	151	-346	2011	-25.18	TORN DOWN	101306
	TAYLOR DAVID	103354	151	-386	2012	-28.12	TORN DOWN	101307
	TAYLOR DAVID	103354	151	-400	2013	-29.05	TORN DOWN	101308
	COMSTOCK CHRISTY	105204	151	-994	2008	-71.56	GONE	101309
	COMSTOCK CHRISTY	105204	151	-601	2009	-43.28	GONE	101310
	COMSTOCK CHRISTY	105204	151	-508	2010	-36.92	GONE	101311
	COMSTOCK CHRISTY	105204	151	-501	2011	-36.46	GONE	101312
	COMSTOCK CHRISTY	105204	151	-435	2012	-31.68	GONE	101313
	COMSTOCK CHRISTY	105204	151	-452	2013	-32.83	GONE	101314
	DOUGLAS ENTERPRISES	145061	105	-838	2013	-63.38	SOLD EQUIP	101315
2013-0755	MERIT ENERGY CO	59370	200	-3,551	2011	-238.53	DOR	101316
2013-0755	MERIT ENERGY CO	59367	102	-1,361	2011	-95.19	DOR	101317
	HARKIN TRANSPORTATION	145778	104	-25,815	2013	-1,952.57	SOLD EQUIP	101318
	SUNDANCE ENERGY PROD II	142147	251	-3,243	2013	-242.87	OUT OF BUSI	101319
	BALL JAMES	114452	251	-3,000	2013	-224.67	MISSED VET	101320
	OSBORN DANNY	107588	200	-3,000	2013	-200.68	MISSED VET	101321
2013-0715	WEXPRO CO	49450	200	-558	2007	-38.06	DOR	101322
2013-0715	WEXPRO CO	49450	200	-734	2008	-49.97	DOR	101323
2013-0715	WEXPRO CO	49450	200	-471	2009	-31.07	DOR	101324
2013-0715	WEXPRO CO	49451	203	-1,552	2007	-101.20	DOR	101325
2013-0715	WEXPRO CO	49451	203	-980	2008	-63.78	DOR	101326
2013-0715	WEXPRO CO	49452	200	-144,947	2008	-9,867.99	DOR	101327
2013-0715	WEXPRO CO	49454	203	-113,537	2008	-7,388.98	DOR	101328
2013-0715	WEXPRO CO	49454	203	-314,173	2009	-19,782.22	DOR	101329
	BOZNER EVELYN ETAL	111587	151	-32,500	2013	-224.23	CORRECTED I	101330
	METZ DIANE	111607	151	-2,801	2013	-203.45	CORRECTED I	101331
	RICHARDS ISLAND & TERES	126718	104	-4,551	2013	-344.22	COMBINED W	101332
2013-0748	WHITING OIL & GAS CORP	147996	100	-40,134	2012	-2,546.82	DOR	101333

RESOLUTION 13-10-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to the additional amount of funds needed to purchase an animal control truck for the Sweetwater County Sheriff's Office,

WHEREAS, Sheriff Richard Haskell came before the Commission on October 1, 2013 to discuss the additional funding needs of the Sweetwater County Sheriff's Office,

WHEREAS, it has been determined that additional funding for Capital for the Sheriff's Office needs to be transferred within the 2013-2014 County Budget,

WHEREAS, the Notice of Public Hearing has been published in accordance with the regulations and rules governing the budget process and there being no protests filed or expressed to the Board of County Commissioners regarding this amendment to the Sweetwater County Budget at the hearing,

BE IT THEREFORE RESOLVED: that the 2013-2014 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase General Fund:

Capital Projects – Operating and Other	\$24,741
--	----------

Budget Adjustments Decrease:

Budget Adjustments	(\$24,741)
--------------------	------------

Dated at Green River, Wyoming this 15th day of October, 2013.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Reid O. West, Member

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2013-2014 budget in the amount of \$24,741 due to the additional amount of funds needed to purchase an animal control truck for the Sweetwater County Sheriff's Office.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 15th day of October 2013 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 7th day of October, 2013.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on: October 10, 2013.

Authorization for Agreements
10-15-13

University of Wyoming	
Salary Contribution Agreement	\$ 47,965.00
Extended Professional Service Agreement	\$ 16,600.00

Human Service Contracts \$ 64,565.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

SALARY CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between, the University of Wyoming, hereafter referred to as the University, and the Board of County Commissioners of Sweetwater County, hereafter referred to as the County.

WITNESSETH that whereas, under the Federal Smith-Lever Act, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional, for the purpose of assisting and encouraging 4-H secretarial and clerical support.

Said work shall be done and directed under the supervision of the Director of the University of Wyoming Extension.

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$47,965.00 annually to the University of Wyoming Extension.

In order that the University may receive the total County contributions for each fiscal year before June 30th of such year, the County agrees to make payments to the University as follows:

Four payments of \$11,991.25 due in October, 2013 and January, March, and June 2014.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2013, until June 30, 2014, unless terminated by mutual consent of the two parties involved.

In the event this agreement is terminated, the University will return unused funds contributed by the County.

Neither party waives its sovereign immunity by entering into this agreement; and, each

Both parties shall fully adhere to all applicable local, state, and federal laws regarding equal employment opportunity.

The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, sexual orientation, religion, political belief, age, veteran status, or handicap.

IN WITNESS WHEREOF, the Board of Commissioners of Sweetwater County, has caused this agreement to be executed by its Chairman on the _____ day of _____, 2013, and the University of Wyoming has caused the same to be executed by the Vice President for Finance of the University of Wyoming on this _____ day of _____, 2013, and the Director of Cooperative Extension this _____ day of _____, 2013.

Board of County Commissioners
Sweetwater County

SIGN HERE

Chairman

Director
Cooperative Extension Service
University of Wyoming

Procurement Services Manager
University of Wyoming

EXTENDED PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the University of Wyoming, hereafter referred to as the University, and the Board of County Commissioners of Sweetwater County, hereafter referred to as the County.

WITNESSETH that Whereas, under the Federal Smith-Lever Act, and the State Acceptance Act of 1915, and amendments thereto covering Extension programs, The County desires an additional Extension Professional for the purpose of assisting and encouraging the development of horticulture/floriculture/urban forestry/turf management programs.

Said work shall be done and directed under the supervision of the Director of the Cooperative Extension Service of the University of Wyoming.

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for the above services, the County will contribute \$16,600.00 annually to the University of Wyoming Cooperative Extension Service.

In order that the University may receive the total County contributions for each fiscal year before June 30th of such year, the County agrees to make payments to the University as follows:

Four payments of \$4,150.00 due in October, 2013 and January, April and June, 2014.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2013, until June 30, 2014 unless terminated by mutual consent of the two parties involved.

In the event this agreement is terminated, the University will return unused funds contributed by the County.

Neither party waives its sovereign immunity by entering into this agreement and each fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

Both parties shall fully adhere to all applicable local, state, and federal laws regarding equal employment opportunity.

The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, religion, sex, national origin, disability, age, political belief, veteran status, sexual orientation, and marital or familial status.

IN WITNESS THEREOF:

Board of County Commissioners – Sweetwater County

SIGN HERE

Chairman

Date

Director, University of Wyoming Extension

Date

Procurement Services Manager
University of Wyoming

Date



**EXTENSION
SWEETWATER COUNTY**

2500 College Drive, A-700
Rock Springs, WY 82901
307-352-6775 or 307-872-6310
FAX 307-352-6779

Memo

To: Dale Davis

From: Josefina Ibarra jibarra2@uwyo.edu J.I.

Date: September 23, 2013

Re: County Salary Agreements

Enclosed are the salary agreements for UW Extension staff in Sweetwater County along with the first quarter invoice and voucher for payment. Please ensure the agreements are signed and return them to me as soon as possible. Please retain a copy for your records. A final copy will be sent to you once all the signatures are obtained.

The agreements include:

- Sweetwater County 4-H Clerical. County pays 100 percent of salary and benefits.
- Sweetwater Horticulture. County pays 100 percent of salary.

Tanya Hamner is temporarily interim University Extension Educator for 4-H and Youth Development. A search will be underway soon to fill this position. There is not a salary agreement included at this time; it will be sent once the search is successful.

The invoice includes the first quarter billing for the Sweetwater County 4-H Clerical, the Interim 4-H Educator, the Part Time Summer Assistant and Part Time Horticulture Assistant.

If you have any questions, please don't hesitate to contact me.

Full Size ½ ton Crew Cab Pickups (1) 13-13– Sheriff Department Patrol

<u>Bidders</u>	<u>Vehicle Description</u>	<u>Delivery Date</u>	<u>Exceptions</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Fremont Chevrolet Riverton	2014 Chevy Silverado 1500 Crew Cab	60-75 Days	Only 2 Key Fobs	\$29,985.75	\$ 29,985.75
1 st Choice Ford – RS	2014 Ford F150 Crew Cab	100 Days	None	\$28,496.00	\$ 28,496.00
1 st Choice Buick GMC-RS	2014 GMC 1500 Sierra	8 Weeks	None	\$30,252.00	\$ 30,252.00
Fremont Motors – RS	2014 Ram 1500 Tradesman	45-120 Days	None	\$27,622.00	\$ 27,622.00
Whisler Chevrolet – RS	2014 Chevy 1500 Crew Cab	6 – 8 Weeks	None	\$31,059.00	\$ 31,059.00
Great Western Nissan	NO BID				
Rock Springs Honda/Toyota	NO BID				

Sports Size Utility 4x4 Vehicle (1) 13-14 - Sheriff Department

<u>Bidders</u>	<u>Vehicle Description</u>	<u>Delivery Date</u>	<u>Exceptions</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Fremont Chevrolet Riverton	2014 Chevy Equinox	60 Days	Does Not Meet Spec FWD Only 2 Key Fobs Skid Plate, Spare	\$24,895.36	\$ 24,895.36
1 st Choice Ford - RS	2014 Ford Explorer 4WD	100 Days	Full Size Spare	\$26,911.00	\$ 26,911.00
Fremont Motor – Lander	2014 Ford Explorer 4WD	45-120 Days	Skid Plate	\$27,690.25	\$ 27,690.25
1 st Choice Buick GMC – RS	2014 GMC Terrain AWD	8 Weeks	Skid Plate Tow Hooks	\$28,220.00	\$ 28,220.00
Whisler Chevrolet –RS	2014 Chevy Equinox AWD	6-8 Weeks	Full Size Spare Skid Plate	\$26,710.00	\$ 26,710.00
Great Western Nissan	NO BID				
Rock Springs Honda/Toyota	NO BID				

Bid approved ___ day of October 2013 during the Sweetwater County Commissioner’s regular scheduled meeting.

By: _____ Wally Johnson _____ Gary Bailiff _____ John Kolb _____ Reid West _____ Don VanMatre

Sweetwater County
Request to Restaff Vacant Position

Board Meeting Date: 10/15/2013
 Department: Sheriff's Office
 Position: Patrol Deputy
 Vacancy Date: 11/1/2013
 Reason for vacancy: Employee Resignation (Patrol Deputy position)
 Restaff Patrol Deputy position, full time with benefits, following resignation date. If transfer a Detention Officer to Patrol Deputy position.
 Department Request: request to restaff Detention officer position, full time with benefits.
 Anticipated Re-staff Date 11/1/2013

Board Action	
Approved _____	Date: <u>10/15/2013</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FTCA	Workers Compensation	Total benefits		
Current costs for Employee	Patrol Deputy (4 years, Grade 18, step 3 rate of pay)	2/13/2008	\$ 4,714.83	\$ 810.95	\$ 1,473.38	\$ 16.97	\$ 360.68	\$ 71.67	\$ 2,733.65	\$ 7,448.48	\$ 89,381.81
Anticipated Costs to restaff Position Vacancy	Patrol Deputy (grade 16, step 1, * see notes below)	11/1/2013	\$ 4,856.25	\$ 835.28	\$ 1,473.38	\$ 17.48	\$ 371.50	\$ 73.82	\$ 2,771.46	\$ 7,627.71	\$ 91,532.47
Net Difference (savings)			\$ 141.42	\$ 24.32	\$ -	\$ 0.51	\$ 10.82	\$ 2.15	\$ 37.80	\$ 179.22	\$ 2,150.66

NOTES
 Health Insurance: Anticipates Family health insurance coverage, for new employee.
 Costs calculated using a re-staffing date of 11/1/2013
 * Potentially restaffing position at Professional Level (Grade 18) and Lateral Entry rate of pay, step 5 - (10 years service credit)

Brenda Rieel
 Reviewed by HR Representative (signature)
Richard Haskell
 Reviewed by Department Head/ Elected Official (signature)

 Commission Chair (signature)

10/9/2013
 Date:
10/9/13
 Date:

 Date:

**Sweetwater County
Request to Restaff Vacant Position**

Board Meeting Date: 10/15/2013

Department: Sheriff's Office

Position: Court Security

Vacancy Date: 11/1/2013

Reason for vacancy: Court Security Officer resigning effective 11/1/13.

Re-staff Court Security Officer, in a full time capacity with full benefits.
If transfer a Patrol Deputy to Court Security position, request to restaff

Department Request: Patrol Deputy position, full time with benefits.

Anticipated Re-staff Date 11/1/2013

Board Action	
Approved _____	Date: <u>10/15/2013</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly								Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits			
Current costs for Employee	Court Security Officer (5 years, Grade 18, step 6 rate of pay)	1/1/98	\$ 5,002.00	\$ 860.34	\$ 1,002.13	\$ 18.01	\$ 382.65	\$ 102.04	\$ 2,365.18	\$ 7,367.18	\$ 88,406.10	
Anticipated Costs to restaff Position Vacancy	Court Security Officer 1 (grade 18, step 5, *see notes below)	3/1/2013	\$ 4,856.25	\$ 835.28	\$ 1,473.38	\$ 17.48	\$ 371.50	\$ 99.07	\$ 2,796.71	\$ 7,652.96	\$ 91,835.50	
Net Difference (savings)			\$ (145.75)	\$ (25.07)	\$ 471.25	\$ (0.52)	\$ (11.15)	\$ (2.97)	\$ 431.53	\$ 285.78	\$ 3,429.40	

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee.

Costs calculated using a re-staffing date of: 11/1/2013

Anticipate restaffing position at Lateral Entry rate of pay, step 5 (10 years service credit)

Brenda Rall

Reviewed by HR Representative (signature)

Richard Huskell

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

10/9/2013

Date:

10/9/13

Date:

Date:

PURSUANT TO WYOMING STATUTE §16-3-103(a), THE SWEETWATER COUNTY COMMISSION IS ANNOUNCING ITS INTENT TO REPEAL THE PREVIOUSLY ADOPTED “COUNTY COMMISSIONERS’ RESOLUTION ANIMAL CONTROL REGULATIONS,” AND TO ADOPT NEW RULES RELATING TO ANIMAL CONTROL IN THE UNINCORPORATED AREAS OF SWEETWATER COUNTY, TO INCLUDE CONTROLLING RABIES

1. The Sweetwater County Commission hereby intends to repeal the previously adopted “County Commissioners’ Resolution Animal Control Regulations” in their entirety, and adopt new rules governing animal control for the unincorporated areas of Sweetwater County, Wyoming.
2. The proposed new rules establish obligations for animal owners, not including owners of livestock, to avoid permitting their animals to run free or unattended, or to attack or bother people, game animals or livestock; and, setting a penalty for failure to comply with these and other obligations. Rabies control and public health are also addressed in these proposed regulations.
3. The Sweetwater County Commission intends to adopt new rules, and the authority for the Sweetwater County Commission to adopt these new rules regulating animals is found in Wyoming Statute § 11-31-301(g).
4. All interested people may obtain a copy of the proposed rules by contacting Dale Davis, the Sweetwater County Clerk, at 80 West Flaming Gorge Way, Green River, Wyoming, 82935.
5. Any person who wishes to comment on the proposed rules shall submit his/her comments in writing to the Dale Davis, at the above address.
6. These proposed rules will be made available for review and comment for forty-five (45) days, pursuant to Wyoming Statute § 16-3-103(a)(i).
7. These proposed rules meet minimum substantive state statutory requirements.

Dated this 15th day of October, 2013

The Sweetwater County Commission:

Wally J. Johnson, Chairman

ANIMAL CONTROL REGULATIONS Of SWEETWATER COUNTY, WYOMING

SECTION I: DEFINITIONS

A. As used in these Sweetwater County Animal Control Regulations, the following terms will have the meanings as shown below:

1. "Animal" means any owned, vertebrate creature other than livestock.
2. "Animal Control Officer" means an employee of the Sweetwater County Sheriff's Office with responsibility for enforcing these regulations or any peace officer.
3. "At Large" means any animal, other than livestock, off the property of its owner and not under control of a competent person, and thereby existing as a public nuisance.
4. "Livestock" means cattle, buffalo, horses, ponies, mules, donkeys, sheep, swine, goats, llamas, domestic rabbits, guinea hens, domestic chickens, turkeys, peacocks, domestic ducks, and domestic geese.
5. "Owned" or "owner" means any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for twenty (20) consecutive days or more. A person with custody or control of another person's animal is considered an owner for purposes of these regulations.
6. "Restraint" means any animal secured by a leash or lead, or under the control of a responsible person and obedient to that person's commands, or within the real property limits of its owner.
7. "Torture" means every act whereby unnecessary or unjustifiable pain or suffering of an animal is caused or permitted and specifically includes but is not limited to beatings, mutilations, burning, scalding, and suffocation.
8. "Agreement" means the "City of Rock Springs-Sweetwater County Animal Control Housing Agreement," executed in May, 2011, in which the City of Rock Springs agreed to accept animals from the Sweetwater County Sheriff and Animal Control Officers into the Rock Springs Animal Control Facility, or the "City of Green River-Sweetwater County Animal Control Housing Agreement," executed in March, 2012 for a similar purpose.

9. "Health Department" means the Sweetwater County Health Department, **Division of Environmental Health, to include the Sweetwater County Health Officer and the Director.**

SECTION II: GENERAL DECLARATIONS AND POWERS

- A. All animals, as defined herein, shall be kept under restraint. It is a public nuisance, pursuant to W.S. § 11-31-301(a), for one (1) or more animals to be running at large in the unincorporated areas of Sweetwater County, Wyoming. An Animal Control Officer has authority to capture and secure any animal that is at large, and may issue to the owner of said animal a citation for allowing an animal to be at large.
- B. An Animal Control Officer or any peace officer may enter upon private property to capture any animal alleged to be or to have been at large, or a danger to others.
- C. Any person finding any animal at large upon his property in Sweetwater County may take up same and transport or otherwise deliver the animal to the Animal Control Officer. If the owner of the animal cannot be determined, the Animal Control Officer may take the animal to the Rock Springs Animal Control Facility or the facility in Green River, in accordance with the respective Agreement; however, if the name and address of the owner is known, the owner shall be notified by the Animal Control Officer of the location and status of the animal.
- D. Animals whose ownership cannot be reasonably determined may be transported to the Rock Springs Animal Control Facility or the Green River facility which shall impound the animal in accordance with the respective Agreements.
- E. If any animal is at large and cannot be safely taken up and impounded such animal may be slain by any Animal Control Officer of the Sheriff's Office. Evidence of the fact that such animal has attacked or bitten any person at any place where such person is legally entitled to be shall be proof that the animal is vicious and cannot be taken safely.
- F. Restitution for any damages to persons or property caused by an animal at large shall be paid by the animal's owner.
- G. Any animal attacking, harassing, or threatening any person or persons, or clothing of said persons, in a vicious manner, at a time when the animal is off the owner's land, may be destroyed immediately by any person to protect the safety of that person or persons. Any animal attacking, harassing, or threatening livestock or big game animals may be destroyed

by the owner of the livestock, his agent, an Animal Control Officer. The owner of any such animal shall be subject to a fine as specified in Section III.

- H. If the owner of an animal allows his or her animal to bark, whine or howl in an excessive, continuous manner, and this noise disturbs the peace of others, the Animal Control Officer or a sheriff's deputy shall provide written notice to the owner of the animal that a complaint has been received, and if the animal continues to bark, whine or howl after written notice has been provided, the owner may receive a citation and may be ordered to pay a fine, pursuant to this Section III of this Regulation.
- I. Any person having knowledge that an animal has bitten a human shall immediately report the bite to the Sheriff's Office or the Health Department. The report should include the name and address of the person or persons bitten, if known. A copy of any report prepared by an Animal Control Officer shall be submitted to the State Health Officer, pursuant to W.S. § 11-31-301(e).
- J. In the event an animal bites a person, or is suspected of having rabies, it shall be confined or impounded and quarantined for a period of at least ten (10) days to determine if the animal has any diseases which may be communicated to humans, or destroyed and tested for rabies, if the owner consents. However, no animal shall be quarantined if the animal's owner presents a valid, current rabies vaccination certificate showing the animal has been vaccinated against rabies by a licensed veterinarian, unless the animal exhibits undeniable signs of rabies. At the discretion of the Animal Control Officer, with the approval of the Sheriff or other appropriate Sheriff's Office supervisor, the quarantine may be on the premises of the owner. The owner of any such animal shall surrender it to a peace officer, Animal Control Officer, or the Health Department upon demand. Said animal may be reclaimed by the owner if it is determined by competent authority to be free of rabies and upon payment of all fees.
 - a. If the animal shows signs of having rabies or is otherwise suspected of having rabies, but cannot be captured, and the Health Department has been properly advised pursuant to Paragraph I., the Health Department shall inform the person who was bitten of the attendant risks of contracting rabies, and the importance of obtaining medical care.
- K. When an animal is impounded for quarantine, it must be so impounded and quarantined at a facility approved by the Sheriff, or at a veterinary hospital of the owner's choice, or destroyed with owner's consent, and tested for rabies. If a quarantined animal is not reclaimed after the impoundment period, the animal may be placed for adoption or humanely destroyed. Even if the animal is not reclaimed, the owner remains liable for all fees and costs of impoundment and/or tests, pursuant to W.S. § 11-31-301.

- L. If quarantine cannot be imposed because the animal cannot be captured, the animal may be killed by an Animal Control Officer in such a manner that preserves the head structure. After the animal is dead, the head is to be severed from the body and submitted for laboratory examination at an approved laboratory.
- M. The Animal Control Officer, the custodian of the facility approved by the Sheriff, or the veterinary hospital shall keep the animal quarantined in strict isolation. Supervision shall include examination by competent authority within twenty-four hours of the bite or initial impoundment and on the fifteenth day of quarantine. If the observation period is not extended, and the animal has not exhibited any sign of rabies, it may be released from quarantine at the end of a ten (10) day observation period.
- N. If it is determined by competent authority that an animal exhibits signs of rabies during the original or extended observation period, he or she shall notify the owner and the officer who ordered the quarantine and the Animal Control Officer, the Sheriff, or veterinarian shall euthanize the animal. Notice should also be provided to the state health officer, and the health department. If the circumstances involved the animal biting a person, that person shall be notified and advised as soon as possible of the risks of exposure to rabies and the appropriate steps to take for obtaining appropriate medical treatment. If under these or any other circumstances, an animal dies of rabies, the Health Department shall immediately cause to be sent the animal's head to the appropriate laboratory for pathological examination and shall notify the state public health officer of reports of human contacts and the diagnosis.
- O. The owner of the animal is responsible for any expenses incurred in connection with keeping the animal impounded in an isolation facility, and the supervision and examination expense, which costs might include preparation of the carcass for laboratory examination, and the fee :for the laboratory examination. The carcass of any animal suspected of dying with a communicable disease shall, upon demand, be surrendered to an animal control officer, a peace officer, or the Health Department.
- P. If any animal has been bitten by another animal suspected to have rabies, the owner of such animal so exposed to rabies shall report such fact to the Health Department or the Sheriff's Office. The Sheriff's Office shall have the discretion to have the animal suspected of rabies or of being exposed to rabies removed from the owner's premises to an animal control shelter approved by the Sheriff, and there be placed under supervised observation for the standard incubation period established by the Department of Health for the State of Wyoming for the particular species of animal with the expense to be paid by the owner in advance; provided, however, that the owner may elect in lieu thereof to have such animal destroyed, **and tested for rabies**. Upon submission of proof of previous and current vaccination by a licensed

veterinarian, within time limits generally accepted in the field of veterinary medicine, revaccination and restraint shall, in the discretion of the Health Department or the County Sheriff, be sufficient. With the approval of the Sheriff or other appropriate Sheriff's Office supervisor, the quarantine described above may be on the premises of the owner.

- Q. If a standard incubation period has not been established by the Department of Health of the State of Wyoming for the particular species of animal, it shall be summarily destroyed and, if involved with another animal or human, a necropsy shall be performed by a certified laboratory to determine rabies contamination.
- R. When a confirmed report of an incidence of rabies is reported to and accepted by the Health Department, the Health Department may order a quarantine in such geographic area as it deems necessary within the County for a period of up to sixty (60) days, and upon the declaring such quarantine, no animal shall be taken into the streets or any public place of said area during such period of quarantine. During such quarantine, no animal may be taken or shipped from or into the quarantine area without permission of the Department of Health.
- S. In the event there are additional cases of rabies occurring during the period of area-wide quarantine, such period of quarantine may be extended for an additional period of time as may be determined by the Health Department.
- T. During the quarantine period and as long afterward as deemed necessary by the Health Department to prevent the spread of rabies, said authority may require that all animals, three (3) months of age and older within the quarantine area, shall be vaccinated by a licensed veterinarian against rabies. All vaccinated animals shall be kept under restraint for thirty (30) days after vaccination.
- U. No animal originating from a quarantined area which has been impounded by reason of its being a stray, unclaimed by its owner, shall be allowed to be adopted or released from any animal holding facility during the period of rabies emergency quarantine, except by special authorization of the District Health Department and with a current rabies vaccination by a licensed veterinarian.
- V. Pursuant to W.S. § 11-31-212 through 213, when in the judgment of the Board of County Commissioners for Sweetwater County and the Sweetwater County Health Officer, the Board of County Commissioners may establish a rabies control district by resolution. This resolution shall be properly published in accordance with the statute. In addition, the resolution must designate the boundaries for the rabies control district, which may include incorporated cities or towns. Within said rabies control district, the Board of County Commissioners may require the owner or person who has the right of possession of a dog or

cat to present a valid rabies vaccination certificate showing the dog or cat has been vaccinated by a licensed veterinarian. In March, 2002, the Sweetwater County Board of County Commissioners adopted Resolution 01-03-CC-01 which established a rabies control district for the entire county. A copy of said Resolution is attached hereto.

- W. It shall be unlawful for any person to torture an animal, as defined herein. Persons prosecuted under this paragraph are subject to penalties as provided in W.S. §6-3-203. Any animal control officer or peace officer may pursue emergency measures to prevent the torture or extreme neglect of an animal. When an animal is removed from its location to prevent torture, or extreme neglect, the person removing the animal shall leave written notice of the removal in a secure and conspicuous location. This notice shall include the officer's name, department phone number, the time and date of removal, and the location where the animal was delivered. No animal control officer or peace officer shall be held civilly liable for his or her action pursuant to these regulations, provided said officer acted in good faith, and without malice

- X. Animal Control Officers will destroy or accept for proposed adoption, an animal at the request of the animal's owner. A fee, specified in Section III, will be designated for such services by the Sheriff. Owner must sign a release on a form provided by an Animal Control Officer. If the owner directs the animal to be destroyed, it shall be destroyed as soon as it is practicable. If the owner opts for an attempted adoption, said adoption shall occur within ten (10) days, and if the animal is not adopted at the conclusion of the ten (10) days, the animal will be euthanized.

- Y. Animal Control Officers will remove, haul, properly dispose of, or bury the carcass or remains of small animals. Persons requesting such services shall pay a fee designated by the Sheriff as specified in Section III.

- Z. Dogs involved with and under the general control of law enforcement officers are exempt from provisions of these regulations.

- ZZ. The Sheriff's Office's Animal Control Officers shall have peace officer powers in the enforcement of these regulations and no person shall interfere with, hinder, molest, delay, obstruct, or abuse any Animal Control Officer in the exercise of his or her duties, nor willfully set any animal at large, or break or assist to break open any enclosure where the animal is confined. Persons prosecuted under this paragraph are subject to penalties as provided in W.S. § 6-5-204.

SECTION III: PENALTY PROVISIONS AND FEES

A. Penalty Provisions

1. **Animal at Large [W.S. § 11-31-301(c)]**
 - a. First Offense: Fine: Not more than fifty (50) dollars
 - b. Subsequent Offenses: Fine: Not more than one hundred (100) dollars
2. **Animal Attacking, Harassing or Threatening Any Person [W.S. § 11-31-301(e)]**
 - a. Fine: Not more than two hundred (200.00) dollars, or animal ordered destroyed, or both.
3. **Animal Attacking, Harassing or Threatening Livestock or Big Game Animals [W.S. § 11-31-301(d) (g)] -- {Big Game Animals} [W.S. § 11-31-108] -- {Livestock}**
 - a. Fine: Not less than fifty (50.00) dollars, nor more than seven hundred fifty (750.00) dollars. Imprisonment of not more than six (6) months, or both fine and imprisonment.
4. **Animal disturbing the peace of any person by barking, whining or howling pursuant to Section H of this Regulation.**
 - a. Fine: Not more than two hundred (200) dollars.
5. **Pursuant to Paragraph W of this regulation, if an owner delivers an animal to an Animal Control Officer with a request to have the animal euthanized,**
 - a. Fee for euthanization of animal: fifty (50) dollars.
 - b. The owner of any animal who requests the animal be placed for adoption shall remit all costs of the impoundment prior to adoption, in addition to any additional fees, should the animal not be adopted.
6. **Pursuant to Paragraph X of this resolution, if any person requests the Animal Control Officers to remove, haul, properly dispose of, or bury the carcass or remains of small animals.**

- a. Fee for disposal of small animals: Twenty (20) dollars.

Board of Sweetwater County Commissioners

Resolution 01-03-CC-01

Establishment of Rabies Control District

WHEREAS, the number of reported cases of rabies in Sweetwater County has dramatically increased in recent months; and

WHEREAS, it is anticipated that the number of reported cases of rabies in Sweetwater County will continue to increase; and

WHEREAS, the Board of Sweetwater County Commissioners realizes the importance of preventing the spread of rabies, informing the citizens of Sweetwater County about the risks and dangers of rabies, and the need to immunize cats and dogs against rabies; and

WHEREAS, a Rabies Control District is necessary in the view of the Board of Sweetwater County Commissioners and the Sweetwater County Board of Health;

NOW THEREFORE BE IT RESOLVED THAT pursuant to Wyoming Statute § 11-31-212 (a) Sweetwater County does hereby establish the SWEETWATER COUNTY RABIES CONTROL DISTRICT which shall encompass the entirety of Sweetwater County as defined by Wyoming Statute § 18-1-101 (u); and

BE IT FURTHER RESOLVED THAT the Sweetwater County Board of Health is hereby directed to formulate rules and regulations necessary to implement a program for registration and immunization of dogs and cats in the SWEETWATER COUNTY RABIES CONTROL DISTRICT and to advise the Board of Sweetwater County Commissioners regarding the adoption of such rules and regulations.

MADE, CONSIDERED AND ENACTED this 6th day of March, 2001.

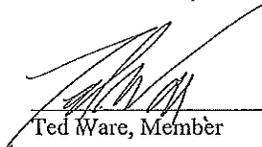
Board of Sweetwater County Commissioners:

Absent

John Pallesen, Chairman

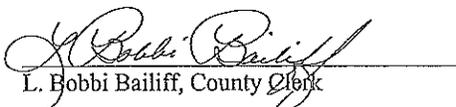


Carl Maldonado, Member



Ted Ware, Member

Attest:



L. Hobbi Bailiff, County Clerk



SWEETWATER C.O.U.N.T.Y

FACILITIES DEPARTMENT

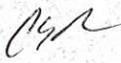
CAPITAL CONSTRUCTION PROJECTS, MAINTENANCE & CUSTODIAL DIVISION

50140 A US HWY 191 SOUTH • ROCK SPRINGS, WY 82901

TELEPHONE (307) 872-3905 ~ FAX (307) 872-6469, EMAIL radosevichc@sweet.wy.us

Interoffice Correspondence

To: Sweetwater County Board of County Commissioners

From: Chuck Radosevich, Facilities Manager 

Date: October 8, 2013

RE: CDC Renovation Project

In completing the CDC Project, I have identified several items that the architect and I are recommending using project contingency funds for. The project was awarded for approximately \$248,000 below the 9/12/12 final Architect's estimate. The current amount of the contingency is \$350,000. The voters approved \$2,000,000 for this project.

The items are:

1. Dumpster enclosure: This item was not included in this project. I am recommending that for safety and aesthetics that we enclose the dumpster. The contractor has provided a proposal of \$3,779.41 to complete this.
2. Fire Hydrant Relocation. The fire hydrant was to be relocated during this project. The contractor relocating the hydrant could not install it per the plans because of a culvert that was not located during design and the water main was not where it was located. Additionally, once the water line was found, the hydrant had to be moved because of the Monument sign. Cost to complete this work was \$4,319.35.
3. Handrail/guardrail protection. During the inspection for Phase One lower level occupancy, the DFS Child Care Licensor noted that a large number of the vertical members of the stair and guardrail exceeded the new 3.5 inch maximum distance a part rule. She did say that we could apply for a waiver because this project is a remodel, but I recommend that we install a wood infill to the railings to comply with this rule. We would also add an additional lower handrail. The contractor is preparing the cost for this which will be presented during the meeting.
4. Main Floor Corridor Carpet. The main floor corridor was excavated in several areas for new plumbing. The current floor covering was 12"x12" VCT. The existing tile was attempted to be matched but is different. The original design called for carpet in this corridor but was eliminated to bring the estimated cost within budget. I would like to add the carpet back at this time. The contractor is preparing the cost for this which will be presented during the meeting.

5. Landscaping. The landscaping at the CDC building needs to be upgraded and repaired. This work was not included in this project in order to focus on the interior. The trees, shrubs grass, and other items need to be reworked as well as the sprinkler system. I have asked the architect to prepare an estimate to design and complete this work.

Action Requested:

Approve using the contingency funds for the above items.



SWEETWATER C.O.U.N.T.Y

FACILITIES DEPARTMENT

CAPITAL CONSTRUCTION PROJECTS, MAINTENANCE & CUSTODIAL DIVISION

50140 A US HWY 191 SOUTH • ROCK SPRINGS, WY 82901

TELEPHONE (307) 872-3905 ~ FAX (307) 872-6469, EMAIL radosevich@sweet.wy.us

Interoffice Correspondence

To: Sweetwater County Board of County Commissioners

From: Chuck Radosevich, Facilities Manager *CR*

Date: October 8, 2013

RE: SLIB Request status of excess funds

Val Lewkowski, from the State Lands and Investments Board contacted me about the undisbursed funds for the Circuit Court Project (MRG-09169). She wanted to know if the County would be utilizing any of the remaining funds (approx. \$481,991.47).

I have attached the response I sent her after discussing this with Commissioner West and Krisena Marchal.

Action Requested:

Discuss the use of the remaining funds.



SWEETWATER

C·O·U·N·T·Y

FACILITIES DEPARTMENT

CAPITAL CONSTRUCTION PROJECTS, MAINTENANCE & CUSTODIAL DIVISION
50140 A US HWY 191 SOUTH • ROCK SPRINGS, WY 82901
TELEPHONE (307) 872-3905 ~ FAX (307) 872-6469, EMAIL radosevich@sweet.wy.us

October 6, 2013

Val Lewkowski
Financial Program
Mineral Royalty Grant Program
122 West 25th Street-Herschler Building
Cheyenne, WY 82002

RE: Grant No. MRG-09169 SW

Dear Ms. Lewkowski:

Since completion of the Circuit Court project, the Board of County Commissioners identified some modifications to the existing construction. Prior to spending any funds on these items, the Board of County Commissioners would like to know if these remaining funds could be used for these modifications.

Additionally, the Board of County Commissioners have identified several projects that they may request approval to transfer these funds to. This request will need to be discussed at the October 15, Board of County Commissioners meeting.

Sincerely,

Chuck E. Radosevich
Facilities Manager

Task Force Officer Program – Sweetwater County

Employee	Funding Sources/Contracts	Amounts	Allowable Costs	Performance Contract	SWCo Employee Annual Cost (Salary and Benefits)	County Cost (Approximate)
Jeremy	<ul style="list-style-type: none"> Subrecipient Award for HIDTA (48% Award Contract) Subrecipient Award for HIDTA (52% Award Contract) <p>CFDA #95.001 1/1/13 – 12/31/13</p> <p>(Potentially CFDA #16.738 as determined by DCI)</p>	<ul style="list-style-type: none"> \$40,491.36 \$43,865.64 OT paid at 100% (Salary and Fringe) 	<ul style="list-style-type: none"> \$29,993.76 cap on Personnel(48% Award Contract) \$10,497.60 cap on Fringe (48% Award Contract) \$32,493.24 cap on Personnel (52% Award Contract) \$11,372.40 cap on Fringe (52% Award Contract) 	HIDTA TFO MOU (Pending approval)	\$97,323.99	\$12,966.99
Cody	<p>JAG Cop TFO MOU</p> <p>No federal 6/10/13 - ????</p> <p>(Potentially CFDA #16.738 as determined by DCI)</p>	<ul style="list-style-type: none"> \$42,000 No limit for OT and applicable taxes 	<ul style="list-style-type: none"> Payroll, FICA, Medicare, Worker's Comp, Retirement DCI overtime + applicable benefits (FICA, Medicare, Worker's Comp, Unemployment and Retirement) 	JAG Cop TFO MOU (Executed 6/10/13)	\$89,178.18	\$42,178.18

Updated 10/3/13 by klm

**CONTRACT FOR TASK FORCE OFFICERS BETWEEN
WYOMING DIVISION OF CRIMINAL INVESTIGATION
AND
SWEETWATER COUNTY SHERIFF'S OFFICE**

1. **Parties.** The parties to this Contract are the Wyoming Division of Criminal Investigation (DCI), whose address is: 208 South College Drive, Cheyenne, WY, 82002 and the Sweetwater County Sheriff's Office [Home Agency], whose address is 50 West Flaming Gorge, Green River, WY. 82935.

2. **Purpose of Contract.** The purpose of this Agreement is to set forth the terms and conditions by which the parties shall cooperate as members of the Enforcement Team(s) to identify drug offenders, make undercover purchases, develop conspiracy cases against major drug traffickers, as well as to investigate other violations as needed.

3. **Term of Contract and Required Approvals.**

A. This Contract is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The Performance Period for this Contract is from when the Home Agency initially assigns a TFO(s) to DCI, until the Home Agency or DCI terminates this agreement. This (12) month cycle is specific to the HIDTA Sub Recipient Award for that calendar year for reimbursement(s) for the TFO's regular pay, and fringe benefits. All overtime pay and associated FICA, Medicare, Workers Compensation, Unemployment Insurance and Retirement benefits will be reimbursed at 100%.

All services shall be completed during this term. Renewal will occur until DCI or the Home Agency determines further participation by the Home Agency is no longer essential to the Team structure or DCI faces budgetary constraints to support this program.

B. By law, agreements for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Office, Wyo. Stat § 9-1-403(b)(v), and all agreements for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat §9-2-1016(b)(iv)(D).

4. **Payment.** DCI agrees to pay the Home Agency for the services covered by this Agreement and the Home Agency's Sub Recipient Award.

The Home Agency shall submit a payroll processing calendar identifying time sheet cut-off dates for both regular and overtime payments being billed to DCI. Payroll, payroll taxes and overtime, if any, shall be submitted monthly, via a Standard Excel Billing Template Spreadsheet that will be provided by DCI. The billings must include a copy from the Home Agency's payroll system (payroll journal summary verification documents), and signed DCI TFO time sheets, verifying all calculations of regular and overtime pay which

coincide with the Home Agency's payroll processing calendar. The TFO will work a regular Monday through Friday, 8:00 am to 5:00 pm work week for DCI. The TFO will also work any assigned hours beyond the above DCI regular schedule deemed necessary by the Team Leader and Commander to accomplish investigative goals as it relates to DCI cases. Additional DCI hours worked will be defined by the Team Leader and Commander and will be processed as additional pay based on the Home Agency's payroll schedule policy and procedures. DCI may not reimburse any working hours that the Home Agency assigns to the TFO that are not preapproved. The Home Agency will send all billings to:

Wyoming Division of Criminal Investigations
Attn: DCI Fiscal Department
208 South College Drive
Cheyenne, WY 82002
(307-777-7181)

Any charges not submitted to DCI for reimbursement within the stated timelines may become the sole responsibility of the Home Agency.

5. **Purpose of the Drug Enforcement Teams:** The goal of the Drug Enforcement Teams is to enhance, through jointly controlled operations, the ability of federal, state, and local criminal justice agencies to remove specifically targeted street dealers and major drug traffickers through investigations, arrest, prosecution and conviction of drug trafficking organizations. The teams will coordinate multi-jurisdictional activities, resources and functions of law enforcement and prosecution agencies, in the successful investigation and prosecution of complex multi-jurisdictional crimes and their perpetrators.

The objectives are as follows:

- A. Investigation, prosecution and conviction of multi-jurisdictional drug traffickers, conspirators and violent offenders.
- B. Investigation, prosecution and conviction of drug traffickers, organizations, conspirators and violent offenders.
- C. Reduction of fractional, duplicative investigations and prosecutions by avoiding conflicting investigations.

6. **Agreement Between the Parties:**

A. DCI will assign a Team Leader to each Drug Enforcement Team. The Team Leader will report to his/her supervisor at DCI. The Team Leader, or his/her designee, i.e. of a satellite office, is the first line supervisor of the team. The Team Leader is responsible for day to day operations, case investigations, work assignments, case reports, performance ratings of team members, time sheets, overtime approval, financial expenditures and other duties as assigned.

B. The Team Leader and/or the Team Leader's supervisor will meet with the Sheriffs and Chiefs of the relevant Enforcement Team Region, on a monthly basis. The Team Leader is responsible for hosting an "Administrative Briefing" one time per calendar year. The Team Leader will invite all law enforcement agency heads within the respective Drug Enforcement Team's area of responsibility. This briefing will allow Agents and Task Force Officer(s) of the Drug Enforcement Teams to present investigations and other relevant information to local agency/ies as well as state and federal law enforcement agencies.

C. Only POST-Certified Peace Officer(s), with at least two years of law enforcement experience, will serve as a TFO on a Drug Enforcement Team. DCI will assist in the TFO selection process by interviewing TFO candidates and reviewing their qualifications. DCI has the right to reject TFO candidates who, in the opinion of the DCI Director or his designee, are not well-suited to participate on a Drug Enforcement Team. Once assigned, the TFO is expected to serve in that capacity for at least two years unless he or she ceases to be employed by the Home Agency, or DCI determines that he or she should cease to serve as a TFO. When the TFO ceases to serve as a TFO, the Home Agency may designate another Officer or Deputy as a TFO, pursuant to the process outlined above.

D. DCI and/or the Home Agency will provide office space and a vehicle, as well as supplies and equipment required for the position. The TFO will return all equipment that is provided by DCI to DCI.

DCI is responsible for all insurance coverage on the assigned TFO vehicles, and will provide full insurance coverage for an assigned TFO vehicle through the State of Wyoming Risk Management Agency. The TFO will be responsible to adhere to the State of Wyoming Vehicle Use Policies and Procedures. The State of Wyoming Risk Management Agency deems that windshield replacement for the TFO Vehicle, for any reason, is the responsibility of the DCI. DCI will provide fuel as well as routine vehicle maintenance and repairs, including oil changes, lubrication, and tires for the TFO vehicle and will cover costs associated with installation of emergency and communication equipment. TFOs are responsible for printing their name, as well as the assigned vehicle number, on all invoices for repairs and maintenance to the TFO vehicle and forwarding this information to DCI Headquarters in Cheyenne, attention Fiscal Office. If the TFO is replaced on the Drug Enforcement Team by another Officer or Deputy from the Home Agency, DCI will assign the TFO vehicle to that Officer or Deputy. If the assigned TFO leaves the Drug Enforcement Team and is not replaced by another Officer or Deputy from the Home Agency, the Home Agency will return the assigned vehicle to the designated Team office. DCI will reassign or replace TFO vehicles as it deems appropriate.

E. The TFO is responsible to adhere to the following rules and policies established by the State of Wyoming: Personnel Rules, Substance Abuse, Code of Ethics, Workplace Violence, Anti-Discrimination, Internet Acceptable Use and E-Mail Management. . The TFO will also complete the State of Wyoming Defensive Driving Program and adhere to DCI policies and procedures. If there is a rule, policy or procedure violation, DCI will notify the TFO's Home Agency of the violation. It is further understood and agreed by the Parties that the TFO remains an employee of the Home

Agency and is not an employee of the State of Wyoming. The TFO will also perform DCI firearms training and qualifications per DCI Policies.

F. Unless exigent circumstances exist, case work outside each Enforcement Team region requires prior DCI approval. Any travel by the TFO that is required outside the State of Wyoming must have prior approval by the DCI Team Leader and Commander.

G. DCI will provide Agent(s) to serve on the Task Force who are POST-certified and experienced in drug enforcement. DCI will attempt to provide a POST-certified, forty (40) hour DCI Drug Investigation/Enforcement School for the TFO at DCI's discretion. DCI may also provide additional training that is relevant to the TFO's assignment to the Enforcement Team. Costs of training that is not specific to the objectives of the Enforcement Team may be the sole responsibility of the Home Agency.

H. If the Home Agency requests forfeiture of assets seized without the participation of DCI Enforcement Team the DCI Director or his designee will determine whether DCI will proceed with forfeiture. All forfeiture proceedings must follow DCI policy. DCI shall have control of the forfeiture process and the authority to negotiate and settle the case.

I. The designated Team Leader at DCI will periodically inform his/her supervisors and the head of the Home Agency of the TFO's performance and progress. In the event of a commendation or disciplinary action, the Team Leader will notify his or her supervisor and the head of the Home Agency.

J. Press releases shall be a cooperative effort between DCI and the Home Agency. Each party shall keep the other party informed to the best of their ability, under the circumstances. The Team Leader shall provide the head of the Home Agency with the necessary information to issue a press release. DCI and the Home Agency shall coordinate the timing of the press release following an arrest or operation. However, information about investigations that are sensitive in nature will be released to the press only at the discretion of the DCI Director. The press release may include the names and ages of persons involved, type and amount of drugs, seizures, forfeitures, and length of investigation.

K. In the event the Home Agency's policies or procedures conflict with those of DCI DCI's current policies and procedures will take precedent while the TFO remains assigned to the Drug Enforcement Team.

L. Nothing contained herein alters, extends or modifies the Peace Officer Liability coverage provided by the State Self-Insurance Program pursuant to Wyo. Stat. §1-41-103 and related case law.

M. The Home Agency shall follow all applicable federal, state and local guidelines under the JAG program, including but not limited to the following: OMB Circular A-87, CFR 66, (Cost Principles for State, Local and Indian Tribal Governments), OMB Circular A-102, (Grants and Cooperative Agreements with State

and Local Governments), OMB Circular A-133, (Audits of State, Local Governments and Non-Profit Organizations), and 21 CFR Part 1403, and Fair Labor Standards Act (FLSA).

7. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law/Venue. 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 this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. Availability of Funds. DCI will reimburse the Home Agency when state or federal government funds allocated to pay the Home Agency for purposes of this Agreement are available. If funds are not allocated and available for DCI to pay the Home Agency for these services, DCI may terminate this Agreement at the end of the period for which the funds are available. DCI shall notify the Home Agency at the earliest possible time if this Agreement will or may be affected by a shortage of funds. No liability shall accrue to DCI in the event this provision is exercised, and DCI shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit DCI to terminate this Agreement in order to acquire similar services from another party.

D. Entirety of Agreement. This Agreement, consisting of eight (8) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. The parties acknowledge that this Agreement is also subject to current Wyoming Personnel Rules.

E. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

F. Indemnification. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

G. Notices. All notices arising out of, or from the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.

H. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo Stat §9-2-1016(b)(iv)(D).

I. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

J. Sovereign Immunity. The State of Wyoming, and DCI do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state or federal law. The Home Agency by entering into this Agreement does not waive governmental immunity to the extent it is provided by law.

K. Termination of Agreement. This Agreement may be terminated by either party at any time, with or without cause.

L. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of 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 to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. 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 this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

M. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

N. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

O. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

8. Signatures. By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, and that they have the authority to sign it.

This Contract is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. §9-2-1016(b)(iv)(D).

WYOMING DIVISION OF CRIMINAL INVESTIGATION

Steven R. Woodson , Director

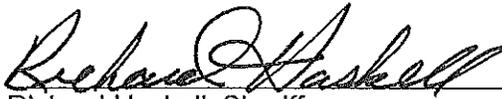
Date

SWEETWATER COUNTY COMMISSIONERS

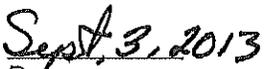
Wally J. Johnson, Chairman

Date

SWEETWATER COUNTY SHERIFF'S OFFICE

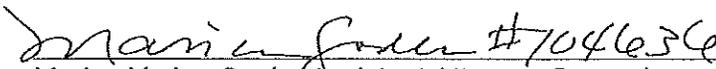


Richard Haskell, Sheriff

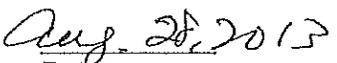


Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Marion Yoder, Senior Assistant Attorney General



Date

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: Oct. 15	Presenters Name: Jason Grubb & Brittany Wells
Department or Organization: Sweetwater County Library System	Contact Phone and E-mail: 872-3200
Exact Wording for Agenda: New Library App	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min.
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: No
Additional Information: Opportunity to meet Jason Grubb, the new library system director & view the first library smart phone app offered in Wyoming.	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.



2013
CITY OF ROCK SPRINGS
SITE PLAN
APPLICATION

Planning & Zoning Division
212 D Street
Rock Springs WY 82901
307.352.1540 (phone)
307.352.1545 (fax)
Jana McCarron, City Planner
Jennifer Shields, Asst City Planner

City Use Only:

Date Received _____ File Number: _____
Payment Information:
Amount Received: _____ Received by: _____
Cash or Check Number: _____ Receipt Number: _____
Date Certified as Complete Application: _____ By: _____

A. PROPERTY ADDRESS: _____

(NOTE: IF THE PROPERTY DOES NOT HAVE AN EXISTING ASSIGNED ADDRESS, LEGAL DOCUMENTATION OF THE LOCATION MUST BE SUBMITTED - i.e. Property Tax ID Number, Legal Description, etc.)

B. CONTACT INFORMATION:

NOTE: The City of Rock Springs will only send correspondence to the names and mailing addresses provided on this application. Attach a separate sheet if necessary.

Petitioner Information:
Petitioner Name: Southwest Counseling Service
Company Name: Southwest Counseling Service
Street Address: 1124 College Dr,
City: Rock Springs State: WY Zip Code: 82901
Email Address: rbrickne@swcounseling.org
Phone Number: 307-352-6680 Fax Number: 307-352-6676
(including area code) (including area code)

Property Owner Information:
Name: Sweetwater County Commission
Company Name: Southwest Counseling Service
Street Address: 80 W. Flaming Gorge Way
City: Green River State: WY Zip Code: 82935
Email Address:
Phone Number: (307) 872-3897 Fax Number:
(including area code) (including area code)

Engineer / Architect Information:
Name:
Company Name: J.F.C.
Street Address: 1515 9th. Street
City: Rock Springs State: WY Zip Code: 82901
Email Address:
Phone Number: 307-362-7519 Fax Number: 307-362-7569
(including area code) (including area code)

C. PLEASE ANSWER THE FOLLOWING ON THE SPACES PROVIDED (if applicable):

1. What new structure(s) do you propose to build? Describe (include construction type, foundation type and dimensions for each structure). If necessary, attach a separate sheet of paper.

We would like to construct a Rohn 45GRS, free standing, 40 foot communications tower to facilitate a 225 square in. antenna. The antenna is a 5.7 GHz PTP Backhaul that has a line of site high speed data connection to our other facility at 2300 Foothill Blvd. This wireless link provides our College Hill with all data communications needed to provide our day to day operations and services.

2. Describe the use of the proposed structure(s). Include square footage of each use.

Provides a line of sight Point to Point data connection to our Foothill facility. Our existing line of sight has been impeded by the new construction that is being performed at Memorial Hospital.

D. SUBMITTAL REQUIREMENTS:

The following items are required for submitting a complete Site Plan Application and must be submitted in accordance with the submittal deadlines listed on Page 5 of this application. Major Site Plan Applications submitted after the submittal deadlines as listed will be postponed until the following month.

An incomplete application will not be reviewed and will be returned to the petitioner.

- Filing Fee (\$40.00 – Minor Site Plan / \$100.00 – Major Site Plan)
- 24 full-size, to scale copies of the Site Plan and all supporting documentation (folded in accordance with Diagram 1 or Diagram 2, whichever is applicable). If the full-size scaled drawing is on a size larger than 11" x 17", then in addition to the 24 full size copies, one reduced copy no larger than 11" x 17" must also be submitted.
- Completed Site Plan Application Form and Checklist.
- Building Elevations / Architectural Drawings (to scale)

NOTE: Site Plan approval does not constitute building permit approval. Contact the Rock Springs Building Department at (307) 352-1540 for submittal requirements.

E. SITE PLAN CHECKLIST

The following items shall be shown on your site plan (check them off as you consider each one):

Items required for ALL Site Plans. Failure to include these items could result in delays/denials:

- Name of project / development
- Location of project / development by street address
- Location map, including area within one-half mile of site
- Name and mailing address of developer / owner
- Name and mailing address of engineer / architect
- Date of plan preparation
- North point indicator
- Scale of not less than 1" to 100' (use 2 sheets, if necessary)
- Boundary line of property with dimensions
- Adjacent streets and street rights-of-way
- Fences and retaining walls (existing and proposed)
- Gross square footage of existing and proposed structures, including number of floors
- Sidewalks, driveways, walkways, loading areas and docks, bikeways
- Buildings and structures (existing and proposed) – setbacks from property lines for all structures
- Drainage, utility and other easements

Items required for Commercial/Industrial/Multi-family Residential Site Plans. Failure to include these items could result in delays/denials:

ALL commercial, industrial & multi-family residential site plans:

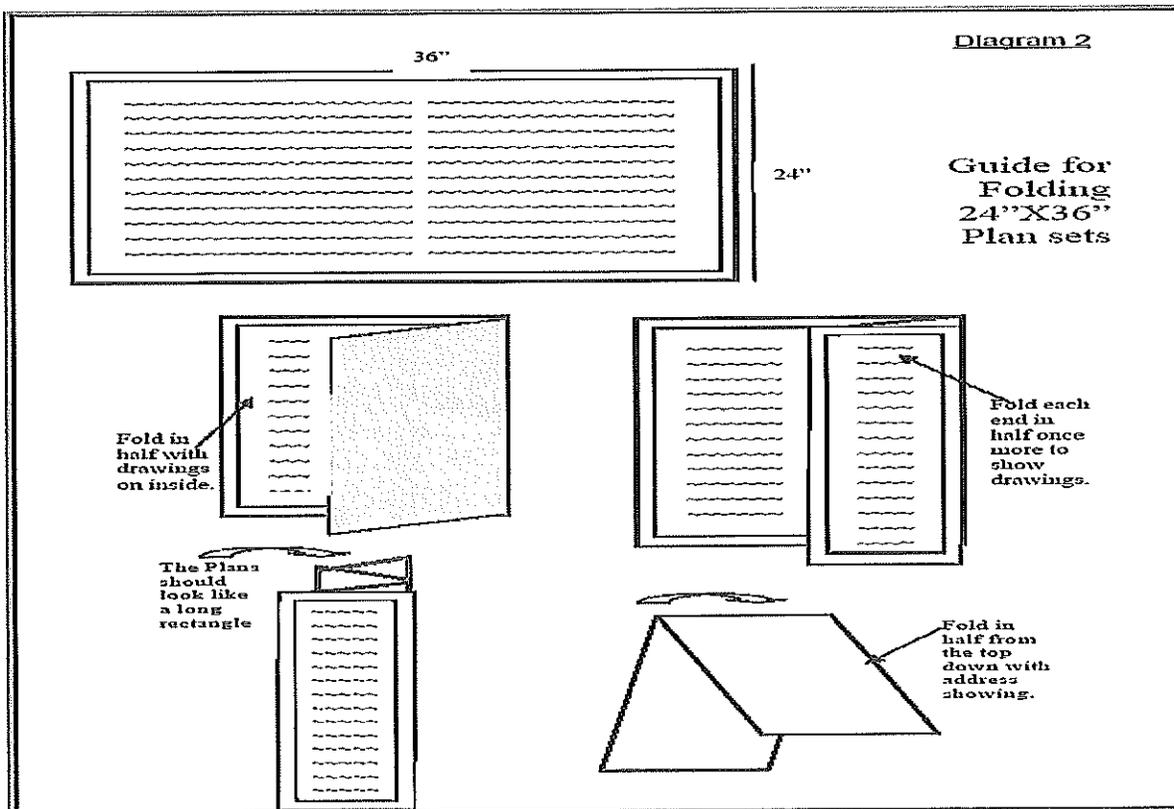
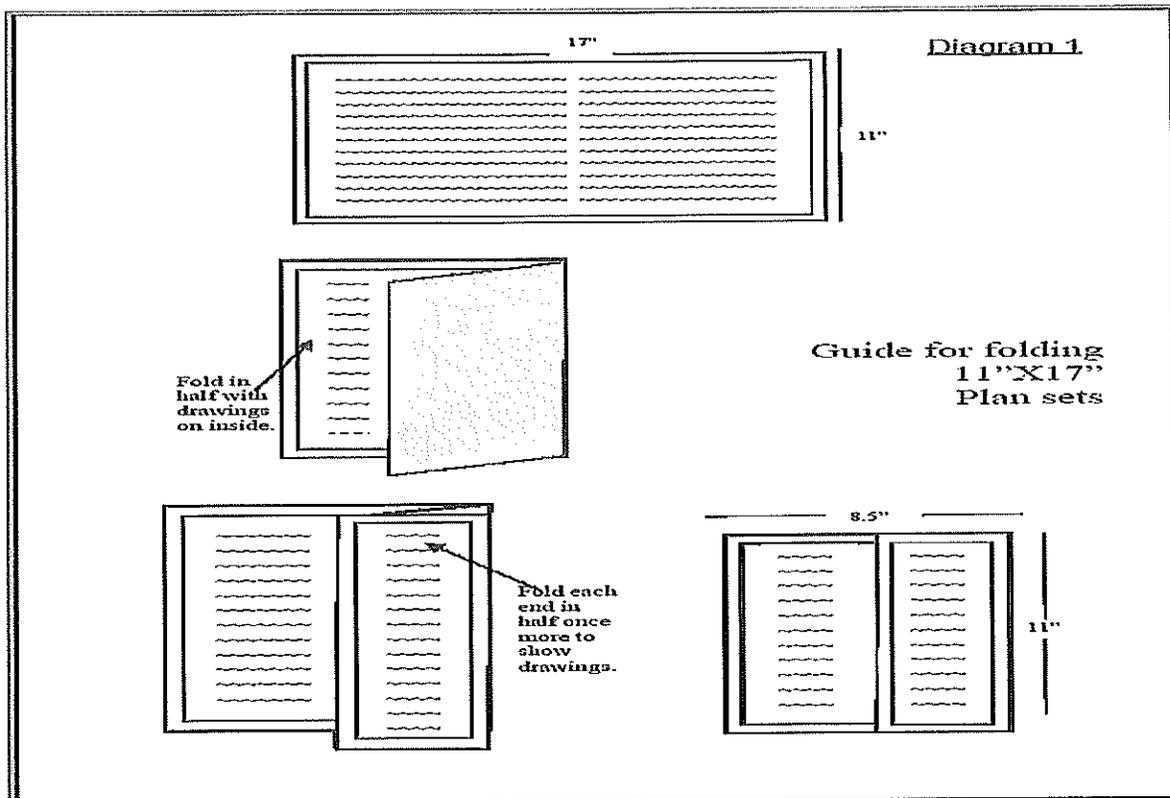
- Exterior signs
- Traffic flow (on-site and off-site)
- Surface water drainage arrows
- On-site streets and street rights-of-way
- Utilities and utility rights-of-way easements
- Landscaping (detailed plan showing plantings, equipment, etc.)
- Topographic contours at a minimum interval of two feet to a distance of 100' outside the property line (unless no new construction, including grading, is proposed)
- Parking facilities (including handicap parking) – including dimension of parking stalls, aisles, etc.
- Number of employee and non-employee parking spaces existing and proposed and total square footage, percent of site coverage, dwelling unit density, percent park or open space.
- A listing of all required Federal, State and City permits and status of applications.

Commercial, industrial & multi-family residential site plans with NEW construction proposed:

- Water bodies
- Surface water holding ponds and drainage ditches
- Location of tree cover, including the designation of trees of 15 inches in diameter or more
- Significant rock outcroppings
- Exterior lighting (existing and proposed)

Items required for ALL Site Plans located within the Floodplain or Floodway Overlay Zone:

- Floodplain Development Permit Application.
- Elevation in relation to mean sea level of the lowest floor (including basement) of all structures.
- Elevation in relation to mean sea level to which any structure has been, or will be, flood-proofed.
- Certification by a registered professional engineer or architect, licensed in the State of Wyoming, that the flood hazard reduction methods for any structure meet the criteria in Section 13-814.F of the Ordinances of the City of Rock Springs. If elevating the structure is required, a final elevation certificate shall be required showing the as built elevation.
- Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development.



NOTE: Completed Site Plan application form may be submitted electronically to city_planner@rswy.net. The application fee, mailing labels (if required), and site plans shall be submitted via mail or in person. Applications will not be considered complete until ALL required submittal items are received. It is in the best interest of the applicant to contact the City to ensure submittals are complete. Incomplete applications will be returned.

F. MINOR SITE PLAN SUBMITTAL SCHEDULE:

- 1) Once a completed application is received, approximately 6-10 days after submittal, a Utility Review meeting will be held to discuss your application. It is required that the applicant or a representative attend this meeting. Notice will be sent stating the time, date and location of the meeting. Notices will be sent only to those listed on this application.
- 2) Applicant must make any necessary site plan revisions that are discussed during the Utility Review meeting.
- 3) After a revised site plan is submitted, planning approval of the site plan may be granted if all comments have been addressed and all issues have been resolved. Applicant will be notified via letter of Site Plan approval.
- 4) Once site plan approval has been granted, applicant may proceed with obtaining necessary building permits.

G. MAJOR SITE PLAN APPLICATION SUBMITTAL DEADLINES:

NOTE: Applications that are not RECEIVED by **3:00 PM** on the Application Deadline will be postponed until the following month's meeting. If a deadline falls near a City holiday, please contact the Planning Department to verify the days City Hall will be closed to ensure that your application is submitted on time.

Application Screening Required:

Applications will be reviewed at the time of submittal for completeness. Please plan to spend a minimum of 20 minutes with staff during this review process. Applications **WILL NOT** be accepted unless all required submittal items are included. Applications received via mail or email (city_planner@rswy.net) will be returned if they are not complete.

A Site Plan will be processed as a Major Site Plan if it involves one or more of the following (other site plans will be processed as Minor Site Plans):

- Fifty (50) or more dwelling units in a multiple family structure or structures
- Twenty Thousand (20,000) or more square feet of retail or service commercial or industrial floor space
- Twenty Thousand (20,000) or more square feet of office floor space
- Fifty Thousand (50,000) or more square feet of exterior storage of materials or goods
- Parking for more than one hundred fifty (150) motor vehicles
- More than one (1) retail, service, office or industrial building under common ownership. Separate lot/building ownership must be processed as a Planned Unit Development (PUD), not as a Major Site Plan.

	January Meeting	February Meeting	March Meeting	April Meeting	May Meeting	June Meeting	July Meeting	August Meeting	September Meeting	October Meeting	November Meeting	December Meeting
Application Deadline	12/18/2012	1/22/2013	2/19/2013	3/19/2013	4/16/2013	5/21/2013	6/18/2013	7/23/2013	8/20/2013	9/17/2013	10/22/2013	11/19/2013
Utility Review Meeting**	Utility Review Meetings are held <u>at least</u> 6 days after application submittal. Utility Review Meetings are generally held on Tuesday afternoons and are scheduled in the order in which applications are submitted. A memo will <u>only</u> be sent to the parties listed on the application. <u>The petitioner or an assigned representative is required to attend the meeting.</u>											
Adjacent Owner Notice	Property Owner Notices are prepared by the City of Rock Springs and are mailed to property owners within a 200' radius of the development a minimum of seven (7) days prior to the Planning and Zoning Commission Public Meeting.											
P&Z Public Meeting Date	1/9/2013	2/13/2013	3/13/2013	4/10/2013	5/8/2013	6/12/2013	7/10/2013	8/14/2013	9/11/2013	10/9/2013	11/13/2013	12/11/2013

**** BE ADVISED: Utility review meetings are scheduled in the order in which applications are submitted to the City. In the event that a utility review meeting cannot be scheduled prior to the Planning and Zoning Commission Meeting due to the number of applications that are received ahead of your application, your application will have to be postponed until the following month's Planning and Zoning Commission meeting. Therefore, it is in your best interest to submit your application prior to the application deadline listed on the above table. ****

H. SIGNATURE(S) REQUIRED:

I acknowledge that I have read and understand this application and the pertinent Site Plan Approval regulations. I further agree if the permit is approved, I will comply with all pertinent regulations and conditions as set forth by the City of Rock Springs. I certify that the information provided with this application is true and correct and false or inaccurate information used by an applicant to secure compliance with the Zoning Ordinance shall be reason to deny or revoke any application or permit. I understand that it the responsibility of the developer and/or property owner to secure any and all required Local, Federal and State Permits (i.e. DEQ permits, County Permits, etc.) and I agree to contact those agencies accordingly.

Signature of Applicant _____

Date _____

Signature of Owner _____

Date _____

Signature of Engineer/Architect _____

Date _____



1 Fairholm Avenue
Peoria, IL 61603 USA
Phone 309-566-3000
FAX 309-566-3079

September 26, 2013

Southwest Counseling Service
Attn: Richard Brickner
2300 Foothill Blvd.
Rock Springs, WY. 82901

Reference: Southwest Counseling Service, Sweetwater County, WY.

File Number: 208064, 45SR040

Enclosed, please find the following for your use:

<u>Copies</u>	<u>Drawing Number</u>	<u>Description</u>
4	208064-01-F1	Mat Foundation Sealed for the State of Wyoming
4	A810214R8	Foundation Tolerances

Contact Phone Number: 801 974 7319

Email Also: rbrickne@swcounseling.org

Sincerely,

Joel Stone

crp

Products for a Growing World of Technology



1 Fairholm Avenue
Peoria, IL 61603 USA
Phone 309-566-3000
FAX 309-566-3079

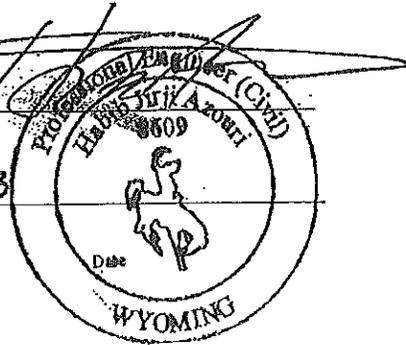
PURCHASER: SOUTHWEST COUNSELING SERVICE
NAME OF PRODUCT: SOUTHWEST COUNSELING SERVICE,
SWEETWATER COUNTY, WYOMING
MAT FOUNDATION DETAIL
FILE NUMBER: 208064
DRAWING NUMBER: 208064-01-F1 AND A810214R8

I CERTIFY THAT THE ATTACHED DRAWINGS AND CALCULATIONS WERE
PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH THE
LOADING AND SOIL CRITERIA SPECIFIED BY THE PURCHASER AND THAT
I AM A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF
THE STATE OF WYOMING.

CERTIFIED BY: _____

DATE: _____

9/26/13



Customer: SOUTHWEST COUNSELING SERVICE
 Project: 45SR040
 Site: SOUTHWEST COUNSELING SERVICE, WY
 Engr. File: 208064
 Build Code: ANSI/TIA-222-G-2005



Mat Foundation

ver.1.3.9

Design Parameters

Description	Load Case					Service
	1	2	3	4	5	
Total Moment, ft-kips	48.21	48.21				
Total Shear, kips	1.52	1.52				
Total Tower Wt, kips	1.88	1.41				
Max Uplift, kips	39.12	39.28				
Shear, kips	0.93	0.93				
Max Download, kips	40.67	40.59				
Shear, kips	1.82	1.82				
Soil L.F.	1.20	0.90				
Concrete L.F.	1.20	0.90				

Foundation	
Ht. AGL, ft	0.50
Depth, ft	4.00
Tower	
Face Width, ft	1.40
Offset, in	.00
Soil	
Blow Count	N/a
Inplace Unit Wt, pcf	100.00
Submerged Unit Wt, pcf	60.00
Friction Angle, ϕ , deg.	30.00
Cohesion, ksf	N/a
Uplift Angle, deg.	30.00
Water Depth, ft	None
Ult Bearing Capacity, ksf	6.00

Mat	
Thickness, ft	4.50
Width, ft	6.50
EA, in	15.00
Batter, in/ft	0.00

45GSR Short Base	
Concrete	
28 Day Strength, ksi	4.00
Dry Unit Wt, pcf	150.00
Wet Unit Wt, pcf	88.00

Pocket	
Diameter, in	N/a
Thickness, ft	N/a

Rebar Fy	
Vertical, ksi	60.00
Circular, ksi	60.00
Horizontal, ksi	60.00

Results

ϕM_N - Parallel Axis 75.5 ft-kips
 ϕM_N - Diagonal Axis 80.2 ft-kips
 Moment - Interaction Ratio 0.732
 ϕV_N - Lateral Load 7.11 kips
 Lateral Load - Interaction Ratio 0.214

ALLOWABLE BEARING PRESSURE ON A COMPACTED STRUCTURAL BACKFILL = 3,000 psf.

TYPE V CEMENT

Final Mat Dimension : 6.50 x 6.50 x 4.50 ft. thick
 Final Pocket Dimension : Pockets not required
 Total Volume of Concrete : 7.0 yd³

Designed By: SM
 Date: 25 Sep,13 @ 01:35 PM

Checked By: HA
 Date: 9/25/13

Customer: SOUTHWEST COUNSELING SERVICE
 Project: 45SR040
 Site: SOUTHWEST COUNSELING SERVICE, WY
 Engr. File: 208064
 Build Code: ANSI/TIA-222-G-2005



Mat Foundation

ver.1.3.9

Design: Min. Foundation Width

Controlling Load Case: 2 [Wind w/Min. Dead Load]

Foundation Width = 6.50 ft

$M_U = 55.3$ ft-kips

	ϕM_N , ft-kips	x, ft	N	σ_{br}
Parallel	75.5	0.926	0.142	6.00
Diagonal	80.2	2.453	0.267	n/a

$\phi M_N = 75.47$ ft-kips

IRatio = 0.732

$\phi V_N = 7.11$ kips

IRatio = 0.214

Mat Design

$\gamma_o = 150.00$ pcf

	x, ft	N	σ_R , ksf	Moment, ft-kips			Shear, kips		
				Rt	Lt	M_U /ft	Rt	Lt	V_U /ft
Parallel	2.419	0.372	1.72	36.71	24.72	5.65	18.59	15.92	2.86
Diagonal	3.834	0.417	1.84	37.77	23.30	4.11	19.14	15.92	2.08
Use			1.84			5.65			2.86

⊗ Ultimate soil bearing capacity required

Punching Shear

	Download,			Uplift		
	Interior	Edge	Corner	Interior	Edge	Corner
b_o , ft	17.79	13.78	9.84	17.79	13.78	9.84
V_{su} , psi	3.87	5.00	7.00	3.78	4.89	6.84
ϕV_c , psi	215.03	215.03	215.03	215.03	215.03	215.03
IR	0.02	0.02	0.03	0.02	0.02	0.03

Critical Sections: a = 2.44 ft.

b = 2.55 ft

c = 2.85 ft

g = 2.44 ft

(min. of a, b, & c)

Mat Reinforcement

Min. Steel Area (Strength) = .023 in²/ft.

Min Steel Area (Temperature) = .583 in²/ft.

Height of compression block, x = .08 in.

One-Way Shear

$V_U = 2.86$ kips

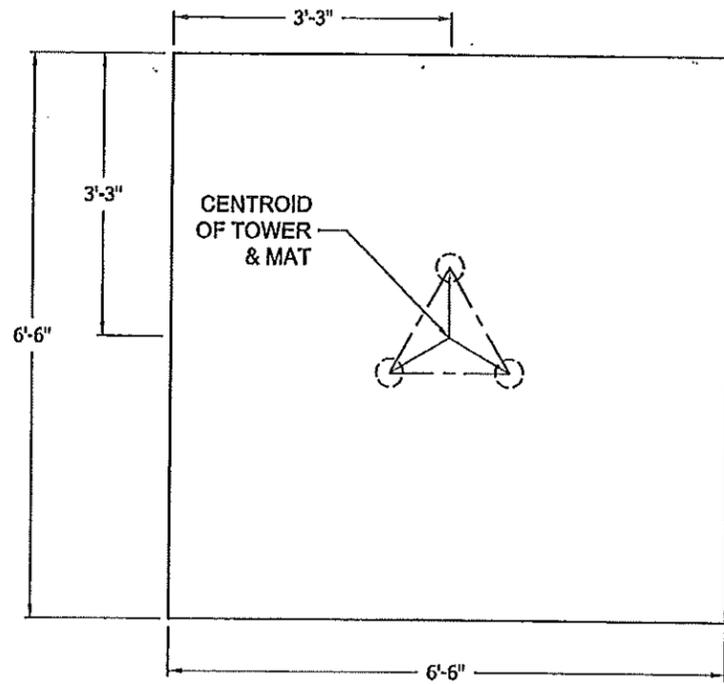
$\phi V_c = 63.22$ kips

Min. Slab Thickness = 7.2 in.

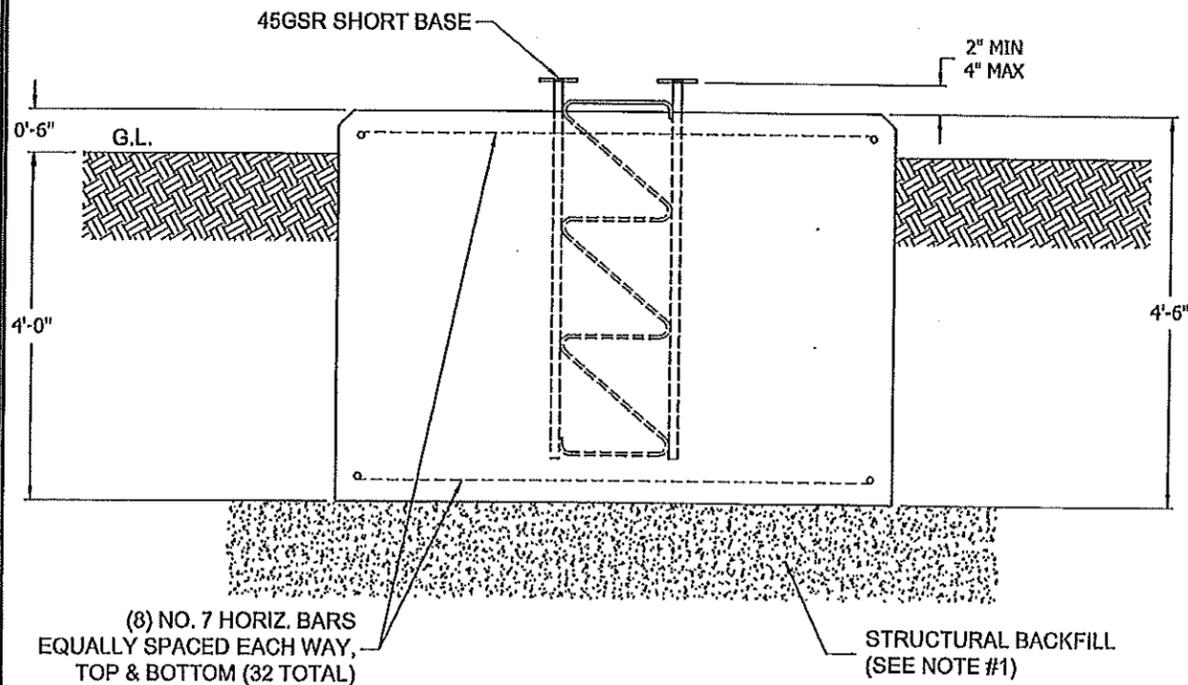
8 - #7 Horizontal bars equally spaced @10.29 in., each way, top and bottom.
 (Total of 32)

Designed By: SM
 Date: 25 Sep,13 @ 01:35 PM

Checked By: HA
 Date: 9/25/13



PLAN VIEW



ELEVATION VIEW

FACTORED REACTIONS

Maximum O.T.M = 48.20 FT-K
 Total Tower Wt = 1.88 KIPS
 Total Shear = 1.50 KIPS
 Max. Shear/Leg = 0.82 KIPS
 Max. Ten./Leg = 39.30 KIPS
 Max. Comp./Leg = 40.70 KIPS

CONCRETE VOLUME

PAD = 7.0 cu.yds.

GENERAL NOTES

1. FOUNDATION DESIGN HAS BEEN DEVELOPED IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRINCIPLES AND PRACTICES WITHIN THE LIMITS OF THE SUBSURFACE DATA PROVIDED. FOUNDATION DESIGN MODIFICATIONS MAY BE REQUIRED IN THE EVENT THE FOLLOWING DESIGN PARAMETERS ARE NOT APPLICABLE FOR THE SUBSURFACE CONDITIONS ENCOUNTERED.
 - A) ULTIMATE SOIL BEARING PRESSURE ON STRUCTURAL BACKFILL PLACED AS DIRECTED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER AT 4 FT DEPTH = 6,000 PSF.
 - ALLOWABLE SOIL BEARING PRESSURE ON STRUCTURAL BACKFILL AT 4 FT DEPTH = 3,000 PSF.
 - B) GROUND WATER TABLE IS AT OR BELOW FOUNDATION DEPTH.
 - C) MAXIMUM FROST PENETRATION DEPTH LESS THAN FOUNDATION DEPTH.
2. WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES, SAFETY REGULATIONS AND UNLESS OTHERWISE NOTED, THE LATEST REVISION OF ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.
3. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE STATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
4. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER 4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. AS A MINIMUM, CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI (27.6 MPA) IN 28 DAYS. TYPE V CEMENT SHALL BE USED IN ALL CONCRETE.
5. MAXIMUM SIZE OF AGGREGATE SHALL NOT EXCEED SIZE SUITABLE FOR INSTALLATION METHOD UTILIZED OR 1/3 CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING. MAXIMUM SIZE MAY BE INCREASED TO 2/3 CLEAR DISTANCE PROVIDED WORKABILITY AND METHODS OF CONSOLIDATION SUCH AS VIBRATING WILL PREVENT HONEYCOMBS OR VOIDS.
6. REINFORCEMENT SHALL BE DEFORMED AND CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60 UNLESS OTHERWISE NOTED. SPLICES IN REINFORCEMENT SHALL NOT BE ALLOWED UNLESS OTHERWISE INDICATED.
7. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
8. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES (76 MM) UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3 INCH (76 MM) MINIMUM COVER ON REINFORCEMENT.
9. FOUNDATION DESIGN ASSUMES STRUCTURAL BACKFILL TO BE COMPACTED IN 8 INCH (200 MM) MAXIMUM LAYERS TO 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D698. ADDITIONALLY, STRUCTURAL BACKFILL MUST HAVE A MINIMUM COMPACTED UNIT WEIGHT OF 100 POUNDS PER CUBIC FOOT (16 KN/M3).
10. FOUNDATION DESIGN HAS BEEN BASED ON GEOTECHNICAL REPORT NO. 8872-13E DATED SEPTEMBER 2013 BY JFC ENGINEERS SURVEYORS.
11. FOUNDATION DEPTH INDICATED IS BASED ON THE GRADE LINE DESCRIBED IN THE REFERENCED GEOTECHNICAL REPORT. FOUNDATION MODIFICATION MAY BE REQUIRED IN THE EVENT CUT OR FILL OPERATIONS HAVE TAKEN PLACE SUBSEQUENT TO THE GEOTECHNICAL INVESTIGATION.
12. FOUNDATION DESIGN ASSUMES LEVEL GRADE AT STRUCTURE SITE.
13. FOUNDATION DESIGN ASSUMES THE RECOMMENDATIONS IN THE REFERENCED GEOTECHNICAL REPORT CONCERNING VERIFICATION OF SUBSURFACE CONDITIONS ARE IMPLEMENTED PRIOR TO PLACEMENT OF CONCRETE.
14. FOUNDATION INSTALLATION SHALL BE SUPERVISED BY PERSONNEL KNOWLEDGEABLE AND EXPERIENCED WITH THE PROPOSED FOUNDATION TYPE. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
15. FOUNDATION DESIGN ASSUMES INSTALLATION PROCEDURES WILL INCORPORATE THE PROCEDURES RECOMMENDED IN THE REFERENCED GEOTECHNICAL REPORT.
16. FOUNDATION DESIGN ASSUMES FIELD INSPECTIONS WILL BE PERFORMED TO VERIFY THAT CONSTRUCTION MATERIALS, INSTALLATION METHODS AND ASSUMED DESIGN PARAMETERS ARE ACCEPTABLE BASED ON CONDITIONS EXISTING AT THE SITE.
17. FOR FOUNDATION AND ANCHOR TOLERANCES SEE DRAWING A810214.
18. LOOSE MATERIAL SHALL BE REMOVED FROM BOTTOM OF EXCAVATION PRIOR TO CONCRETE PLACEMENT. SIDES OF EXCAVATION SHALL BE ROUGH AND FREE OF LOOSE CUTTINGS.
19. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS, INFILTRATION OF WATER OR SOIL AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.
20. CONCRETE PREFERABLY SHALL BE PLACED AGAINST UNDISTURBED SOIL. WHEN FORMS ARE NECESSARY, THEY SHALL BE REMOVED PRIOR TO PLACING STRUCTURAL BACKFILL.
21. TOP OF FOUNDATION OUTSIDE LIMITS OF ANCHOR BOLTS SHALL BE SLOPED TO DRAIN WITH A FLOATED FINISH. AREA INSIDE LIMITS OF ANCHOR BOLTS SHALL BE LEVEL WITH A SCRATCHED FINISH.
22. EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" X 3/4" (19MM X 19MM) MINIMUM.

NOTE: SEE STRUCTURE ASSEMBLY DRAWING FOR FOUNDATION LAYOUT AND ANCHORAGE EMBEDMENT DRAWING NUMBER.

FILE NO.		208064	
REVISIONS			
REV	DESCRIPTION	DWN	CHK APP
 PO BOX 5999 PEORIA, IL 61601-5999 TOLL FREE 800-727-ROHN			
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SOUTHWEST COUNSELING SERVICE MAT FOUNDATION DETAILS SOUTHWEST COUNSELING SERVICE, WY			
DWN:	CHK'D:	DATE:	
SM	HA	Sep/25/13	
ENGR:	HA	SHEET #:	1 OF 1
PRJ. ENGR:	SM	PRJ. MANGR:	
DRAWING NO:	208064-01-F1		REV:
			0

**FOUNDATION AND ANCHOR TOLERANCES
ALL FOUNDATIONS**

1. CONCRETE DIMENSIONS - PLUS OR MINUS 1" (25mm).
2. DEPTH OF FOUNDATION - PLUS 3" (76mm) OR MINUS 0".
3. DRILLED FOUNDATIONS OUT OF PLUMB - 1.0 DEGREE.
4. REINFORCING STEEL PLACEMENT - PER A.C.I. 301.
5. PROJECTION OF EMBEDMENTS - PLUS OR MINUS 1/8" (3mm).
6. VERTICAL EMBEDMENTS OUT OF PLUMB - 0.5 DEGREE.

ANCHOR BOLTS

7. MAXIMUM DISTANCE FROM CENTERLINE OF ANCHOR BOLTS TO CENTERLINE OF FOUNDATION - 1/24 OF PIER DIAMETER UP TO A MAXIMUM OF 2" (51mm).
8. ANCHOR BOLT SPACING - 1/16" (2mm).
9. ANCHOR BOLT CIRCLE ORIENTATION - 0.25 DEGREE.
10. ANCHOR BOLT CIRCLE DIAMETER - PLUS OR MINUS 1/16" (2mm).

SELF-SUPPORTING TOWERS

11. FACE SPREAD DIMENSION CENTER TO CENTER OF ANCHOR BOLT CIRCLES - PLUS OR MINUS 1/16" (2mm) OR 1/16" (2mm) PER 20 FT. (6m) OF FACE SPREAD.
12. MAXIMUM DIFFERENCE BETWEEN ANY TWO FOUNDATION ELEVATIONS - 1/2" (13mm).

GUYED TOWERS

13. GUY RADIUS - PLUS OR MINUS 5% OF DISTANCE SPECIFIED.
14. ANCHOR ELEVATION - PLUS OR MINUS 5% OF GUY RADIUS.
15. ANCHOR ALIGNMENT (PERPENDICULAR TO GUY RADIUS) - 1.0 DEGREE.
16. ANCHOR ROD SLOPE - PLUS OR MINUS 1.0 DEGREE.
17. ANCHOR ROD ALIGNMENT WITH GUY RADIUS PLUS OR MINUS 1.0 DEGREE.
18. ANCHOR HEAD OUT OF PLUMB - 1.0 DEGREE.
19. GUY INITIAL TENSION - PLUS OR MINUS 10% OF TENSION SPECIFIED.

NOTE: TOLERANCES IN NOTES 13 AND 14 CAN NOT OCCUR SIMULTANEOUSLY

WARNING!!!

AFTER ANCHOR BOLTS ARE INSTALLED IN CONCRETE HAS TAKEN IT'S INITIAL SET, ANCHOR BOLTS MUST NOT BE MOVED, BENT OR REALIGNED IN ANY MANNER. A NUT LOCKING DEVICE MUST BE INSTALLED ON ALL ANCHOR BOLTS.

FILE NO. Standard-SSV			
REVISIONS			
REV.	DESCRIPTION	DWN	CHK APP
8	REDRAWN TO AUTOCAD DATE: 24/11/2006	JDA	JCH HIA
DWG REFERENCE			
 6718 WEST PLANK ROAD PEORIA, IL 61604 TOLL FREE 800-727-ROHN			
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FOUNDATION & ANCHOR TOLERANCE			
DWR:	CSR	CHKD:	KTL DATE: Sep/25/1987
ENG'R:	XK		
DRAWING NO:	A810214		REV: 8

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10/26/06



GEOTECHNICAL REPORT

FOR

**Southwest Counseling Service
Communication Tower
1124 College Drive
Rock Springs, Wyoming**

**Prepared for:
Southwest Counseling Service
Attn: Richard Brickner
2300 Foothill Boulevard
Rock Springs, Wyoming 82901**

*1515 Ninth Street, Suite A
Rock Springs, Wyoming 82901
Phone (307) 362-7519
Fax (307) 362-7569
Email: email@jfc-wyo.com*

**September 2013
JFC Project No. 8872-13E**

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APPENDIX A	Bore Logs
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1. EXECUTIVE SUMMARY

Southwest Counseling Service enlisted the services of JFC Engineers & Surveyors to perform a subsurface soils investigation for the new communication tower to be constructed at 1124 College Drive in Rock Springs, Wyoming. The purpose of the investigation was to identify the soil and rock conditions found at the site. To accomplish the investigation, one borehole was drilled. During drilling, samples were taken and reserved for further laboratory testing. The boring and sampling was conducted on 15 August 2013.

The subsurface conditions were investigated using a standard drilling rig, as outlined in Section 3.1. Borehole #1 (BH-1) was drilled at the center of the communication tower. Bedrock was encountered in the borehole. Bedrock consisted of dense sandstone.

Based on the soils found at the site, there is an increased risk of seismic activity. The site is most closely categorized as being in Seismic Region 1, Site Class B as defined by the IBC. The non-cohesive soils found at the site are subject to liquefaction.

Based on the analyses of the data collected during the investigation, it is our opinion that it is possible to develop the site as planned. The proposed communication tower can be supported by a foundation system utilizing a drilled pier or mat foundation.

It is not anticipated that conditions at the site will adversely affect grading, filling, or excavation operations. Paving and flatwork sections should adhere to Section 5.5.

Specific recommendations for different aspects of the Project can be found in the Report. This Executive Summary only gives a brief overview of the findings of the investigation and should not be used for design or construction without first studying and understanding the Report in its entirety. This Report is also subject to the limitations found in Section 6.2 of this Report.

2. INTRODUCTION

2.1 *Purpose and Scope of Investigation*

This Report presents the findings and results of the geotechnical investigation performed by JFC Engineers & Surveyors for Southwest Counseling Service for the new communication tower to be constructed at 1124 College Drive in Rock Springs, Wyoming. One borehole was drilled and serves as the subsurface investigation for the tower.

The general purpose of the investigation was to evaluate and determine the general condition, nature, and engineering properties of the subsurface soils and rock at the site; and to provide recommendations for design, development, and construction of foundations for the tower that will be erected at the site. The investigation included soil sampling and field testing, data analysis, and preparation of the Report.

The work performed for this investigation was authorized by Southwest Counseling Service and was conducted in accordance with applicable standards and accepted engineering methods.

2.2 *Proposed Construction*

It is our understanding that the Project will consist of constructing a new communication tower at the site. Based on information received from Southwest Counseling Service for this project, the 40-foot free-standing tower will be manufactured by Rohh Products. It is our understanding that the tower will be constructed on a drilled pier foundation.

3. INVESTIGATIVE TECHNIQUES

3.1 *Field Program*

The subsurface program consisted of drilling one borehole at the site. BH-1 was drilled at the center of the tower location.

Drilling was conducted with a Simco 2800 H/S truck mounted drilling rig and solid-stem flight augers. Standard Penetration Tests (SPT's) and soil samples were taken using a Standard Split Spoon Sampler with a 2" (nominal) outside diameter, which was driven by a 140-pound weight free-falling a distance of 30". Sampling was conducted at 5' intervals in general accordance with ASTM D 1586-99. SPT's were used to produce Blow Counts (N-values) at these intervals. The raw N-values were then adjusted for energy losses to produce Corrected Blow Counts (N₆₀-values). These N₆₀-values, along with soil types and information gathered from visual inspection were used to produce anticipated bearing capacities.

After visual identification of the various soil samples were made, the samples were transported to JFC's Materials Laboratory for further testing, if necessary.

The Boring Logs contain soil types, boring depths, groundwater elevations, and raw N-values found at the time of exploration.

4. SITE CONDITIONS

4.1 *Surface Conditions*

The proposed tower site is a small hill located to the west of the Southwest Counseling Service facility and is currently undeveloped except for the presence of a temporary communication tower. The site is accessed by a two-track road from the southwest corner of the adjacent hospital parking lot. The site is covered by sparse vegetation mainly consisting of desert grasses and dwarf sagebrush. A sandstone outcropping is the predominant feature on the hilltop. The site drains generally north to south.

4.2 *Subsurface Conditions*

4.2.1 Soils

Based on observations made during drilling, the subsurface soils at the site would be expected to be consistent. The top two feet of soil consists of fine grained clayey-sand interspersed with clay shale and a small percentage of coal. Fine grained sand was encountered at 2' below ground surface (bgs). Bedrock was encountered at 6.5' bgs. The top one-foot of bedrock consisted of weathered sandstone followed by hard sandstone to a depth of 15.5', where the borehole was terminated.

4.2.2 Groundwater

The surface soils at the site were dry at the time of drilling. Saturated soils were not encountered at any depth in the borehole. A free water table was not encountered during drilling.

4.3 *Geologic Conditions*

The site is located in the Mesaverde Group, Ericson Sandstone Formation. The basic geology of this area consists of white massive sandstone; lenticular chert-grit conglomerate in upper part. According to the International Building Code 2012, the soils found at the site most closely approximate Seismic Region 2, Site Class B. Strong ground motion may be experienced at the site during an earthquake event and the fine sands could be prone to liquefaction. No other geological hazards are apparent or known to exist near the site.

5. ANALYSIS & RECOMMENDATIONS

5.1 *General Conclusions*

Based on the conditions found at the site, it is possible that the site can be developed as proposed. The tower can be founded on a drilled pier or mat foundation. The foundation should be designed to carry the dead loads and live loads induced while it is in operation.

5.2 *Earthwork*

5.2.1 General Site Preparation and Grading, Filling, and Compaction

Before grading operations begin, construction areas should be stripped of vegetation, topsoil, loose fill, debris, and other deleterious material. It should be anticipated that 0" to 12" of material will need to be stripped from the areas. Local areas may require more stripping to remove deep root structures or debris. Any stripped material that contains organics and deleterious material should be removed from the site or wasted in an area that will not be covered by structures.

Materials used as fill below and up to existing site grade are defined as structural fill. Fill that is placed above existing site grade is defined as site fill. The site and structural fill should be placed and compacted to 95% of the Standard Proctor as determined by ASTM 698-00, within 2% of the optimum moisture in areas that will not be occupied by buildings or structures. Material placed in building areas should be placed in the same manner but compaction should be increased to 98%.

Soils suitable for use as structural or site fill are those classified as GW, GP, SW, and SP in accordance with the Unified Soil Classification System. Production materials such as road base may also be used for this purpose. They should consist of 6" minus material with no more than 30% oversize (greater than 3/4") material, no more than 10% fines (less than #200) material, and placed in layers no greater than 8" compacted thickness.

It is anticipated that the soils exposed after grubbing will be dry and should not cause adverse conditions for grading and filling. If soft spots or anomalies are encountered during proof-rolling, filling, or grading, our office should be notified and specific recommendations can be given for problem areas.

5.2.2 Excavatability

The soils encountered during the exploration do not appear to offer increased difficulty to excavation. Typical construction equipment such as excavators, scrapers, and loaders should be adequate for excavation and earth moving operations.

Stability of the excavations is the responsibility of the contractor. Excavations should be properly benched and boxes should be used where necessary. All applicable OSHA and other governing agencies' regulations should be followed.

5.3 Shallow Foundations

Based on the results of the SPT's and soil conditions found during the excavation, it is our opinion that a shallow foundation system can be used to support the structure. The foundation can consist of a mat or drilled pier foundation. If it is necessary for the foundation to extend below frost depth, they should extend beyond 42". If soft soils are encountered in the foundation excavation, they should be removed and replaced in accordance with the recommendations found in Section 5.2 *Earthwork*.

Foundations can be designed to bear directly on undisturbed native soils or fill. Foundations should be designed to bear no more than 3,000 psf. Foundations should be constructed with concrete that obtains a 28-day break strength of 4,000 psi minimum.

If horizontal loads in open excavations will be resisted by friction acting along the base of the footings, a coefficient of friction of 0.3 may be used with the dead load. Values given for foundation design may be increased by either 1/3, as allowed by the local building codes, or the current edition of the IBC, whichever is less, for transverse wind loads and seismic loads.

After construction of the foundation, it is imperative that proper drainage be constructed away from the foundation. A minimum slope of 5% (6" in 10') should be made for at least the first 10' away from the foundation in unpaved areas. A slope of 2% may be used for pavement and 1% may be used for concrete sections.

5.4 Exterior Flatwork

Based on the results of the investigation, it is our opinion that some precautions should be made when constructing flatwork at the site.

The subgrade below flatwork should be proof-rolled. Over the subgrade, 6" of road base should be placed and compacted in the manner described above. Flatwork can be constructed over this preparation. Any deleterious materials should be removed and replaced with competent fill. The concrete used for exterior flatwork should have a minimum total air content of 5% for durability during freeze-thaw cycles. The concrete should have a minimum 28-day break strength of 4,000 psi and 4,500 psi is recommended for exposed flatwork. Concrete should conform to the recommendations given in the section of this Report entitled 5.6 *Concrete*. It is imperative that positive drainage be provided to discharge all exterior flatwork. It is our opinion that a minimum slope of 1% over the exterior flatwork should be used in the grading design to minimize the chance of ponding on or around the flatwork.

5.5 Backfill, Moisture Protection, and Surface Drainage

The maximum backfill material size should be 4". All backfill should be compacted in accordance with the specifications for engineered fill, except in those areas where future settlement is determined not to be a problem. Any material greater than 2" in diameter should not bear directly on concrete as it interferes with proper compaction. No brush, frozen material, sod, or any other deleterious or unsuitable material should be used for backfill. Backfill should not be placed on frozen or muddy ground.

It is imperative that positive drainage be made away from foundations and flatwork and that good drainage is provided across the site and away from pavements. Wetting of the potentially expansive materials found at the facility can result in swell and heaving, resulting in the failure of pavements and flatwork.

A minimum slope of 2% may be used for paved areas and 1% may be used for concrete. Care should also be made when installing and backfilling utility trenches to avoid accidental leaks and future problems for the structures, pavements, and flatwork.

5.6 Concrete

During drilling, evidence of sulfates was found in some of the soil samples. Therefore, the concrete should be made with Type V cement and can be batched using standard mix designs. This concrete should have a minimum total air content of 5.0% for exterior concrete. The concrete should have a minimum 28-day compressive strength of 4,000 psi and it is recommended that exposed concrete have a minimum 28-day compressive strength of 4,500 psi for durability during freeze-thaw cycles.

6. CLOSURE

6.1 Conclusions

The recommended soil and rock bearing capacities for the new communication tower to be constructed at the Southwest Counseling Service facility at 1124 College Drive in Rock Springs,

Wyoming, have been explained in this Report. It is our opinion that soils and rock found at this site should offer adequate bearing if the recommendations of this Report are followed. Inspections of any foundation preparations should be done by a qualified Soils Engineer prior to the placement of any foundations on site. The inspection should verify that all loose, organic, frozen, and/or unsuitable material has been removed from structural areas and that there are no soft spots.

6.2 Limitations

This Report is for use by our Client, Southwest Counseling Service, for the new communication tower to be constructed in Rock Springs, Wyoming. The recommendations submitted in this Report are based on our field explorations and our understanding of the proposed construction. The subsurface data used in the preparation of this Report was obtained from the borehole drilled for this site. It is possible that variations in the soil and groundwater conditions could exist between and beyond the point explored. The nature and extent of these variations may not be evident until construction occurs. If any conditions are encountered at the site that are different from those described herein, JFC should be notified immediately and additional or different recommendations may be necessary. In addition, if the scope or location of the proposed construction changes from that described in this Report or as explained to JFC at the start of the Project, our firm should also be notified as these recommendations may no longer be valid.

Our evaluation of subsurface conditions at the site has considered subgrade soil and groundwater conditions present at the time of our field exploration. The influence(s) of post-construction changes to these conditions, such as the introduction of water into the subsurface, will likely influence the future performance of the Project. Whereas, our scope of services addresses present soil and groundwater conditions; future irrigation, broken pipes, etc. may adversely influence the Project and should be addressed and mitigated during design and construction.

This Report was prepared in accordance with applicable ASTM Standards, ACI Guidelines, and generally accepted standards of practice at the time the Report was written.

This Report may be used only by the Client, for the purposes stated, within a reasonable time frame of issuance. Land use, site conditions (both on site and off site), or other pertinent factors may change over time and additional work may need to be completed. Based on the intended use of the Report, JFC may require that additional work be concluded and an updated report issued. Non-compliance with any of the given recommendations by the Client or anyone else, unless specifically agreed to in advance by JFC in writing, will release JFC from any liability resulting from the use of this Report by any unauthorized party.

It is our Client's responsibility to see that all parties to the Project, including designers, contractors, subcontractors, etc., are made aware of this Report in its entirety. The use of information contained in this Report for bidding purposes should be done at the Contractor's sole risk.

6.3 Additional Services

The recommendations given in this Report assume that an adequate program of testing and observation will be made during construction to verify compliance with these recommendations. These tests and observations should include, at a minimum, the following:

1. Observations and testing during site preparation, earthwork, and fill placement.

2. Inspection of drilled shafts for plumb and bearing elevations.
3. Consultation as required during construction.

We also recommend that a Soils Engineer be engaged to inspect preparations below paving and flatwork, and full-time inspection during the construction of drilled piers and/or piles. Additional information concerning the scope and cost of these services can be obtained from our office.

Report prepared by:



Randy J. Hansen, PE

APPENDIX A

Bore Logs

BORE LOG

PROJECT SOUTHWEST COUNSELING SERVICE COMMUNICATION TOWER

LOCATION CENTER OF TOWER DATE 08/15/13

HOLE NO. BH-1 TYPE SOLID-STEM FL. UNK

SOIL DESCRIPTION	DEPTH (FT)	SAMPLE TYPE & NO.	BLOW COUNT, N	COMMENTS/ BEARING CAPACITY
TAN TO LIGHT BROWN CLAY SHALE	0-1	1-A SS	9	
DIRTY COAL LAYER	1-2		8	
			15	
LIGHT BROWN FINE SAND	2-5	1-B SS		
	5-6		8	
	6-7		9 12	
WEATHERED SANDSTONE	7-8	1-C SS		
LIGHT BROWN SANDSTONE	8-10			
	10-11		50/1"	
BROWN SANDSTONE	11-15	1-D SS		
	15-16		48	
	16-20			

N=STANDARD PENETRATION NUMBER, UNCORRECTED
 A.D.=AFTER DRILLING
 W.D.=WHILE DRILLING
 SS=SPLIT SPOON
 ST=SHELBY SAMPLE (CALIFORNIA)
 AU=AUGER SAMPLE

FILE NAME: BOREHOLES 8458-11E



1515 NINTH STREET
 ROCK SPRINGS, WY 82901
 PHONE (307) 362-7519
 FAX (307) 362-7569
<http://www.jfc-wyo.com>

BOREHOLE
 SOUTHWEST COUNSELING SERVICE
 ROCK SPRINGS, WYOMING

DWN BY: RJH
 DATE: 9/10/13

SCALE:
 NTS

BH-1

APPENDIX B

Borehole Location Map

FILE NAME: \\w:\Data\8664TLW\dwg\ACAD-83744ALTA_REF.dwg 12 JUN 13 14:22



JFC ENGINEERS SURVEYORS

1515 NINTH STREET
ROCK SPRINGS, WY 82901
PHONE (307) 362-7519
FAX (307) 362-7569
<http://www.jfc-wyo.com>

**SOUTHWEST COUNSELING SERVICE
PROPOSED COMMUNICATIONS TOWER
ROCK SPRINGS, WYOMING**

DWN BY: TLW
DATE: 06/12/13

SCALE:
1"=100

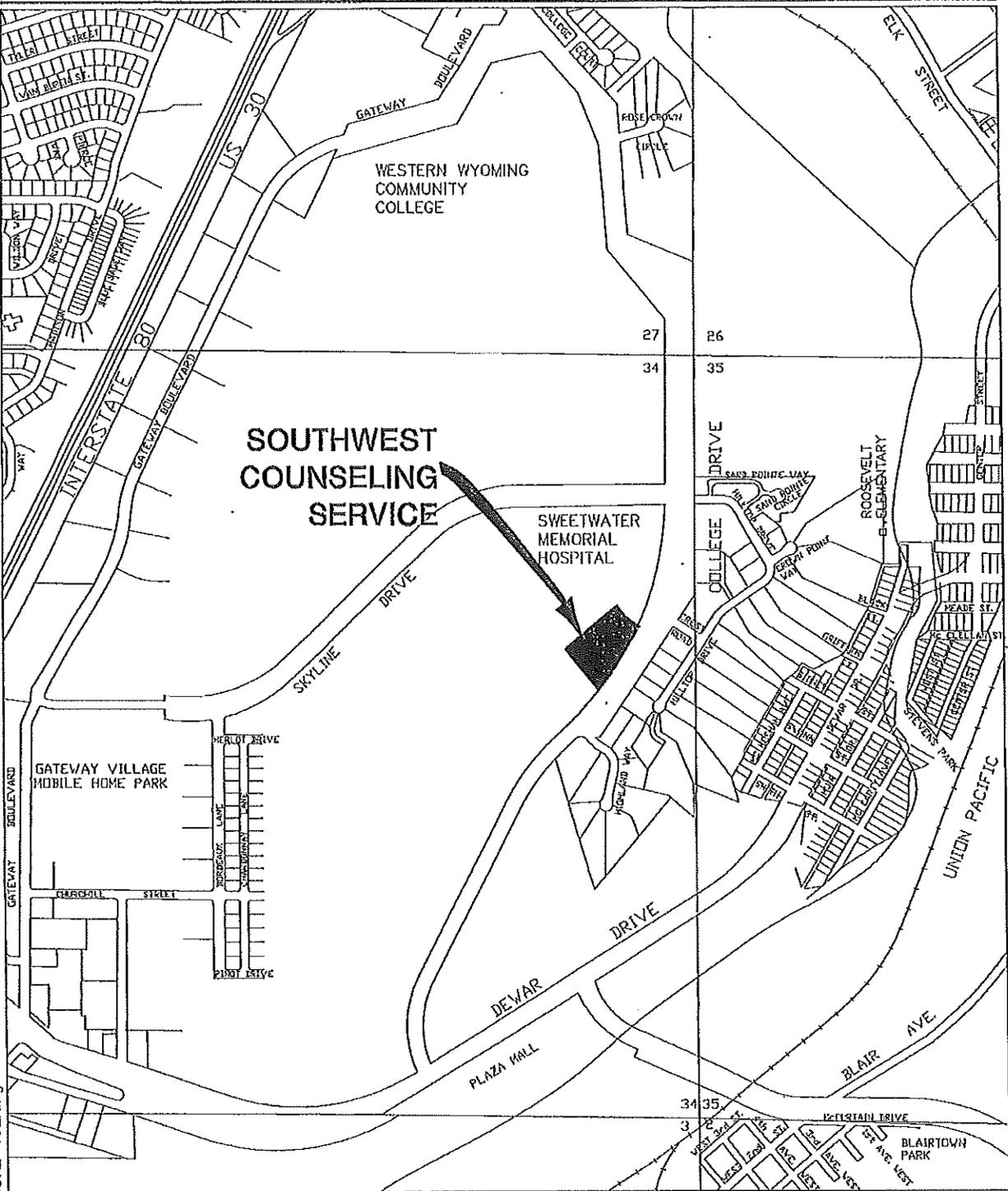
FIGURE 1

APPENDIX C

Vicinity Map

9/10/2013 4:45:48 PM

R:\J:\Data\8872\jrh\dwg\8872-13E.dwg



VICINITY MAP

SECTION 34, T19N, R105W, 6th P.M.
SWEETWATER COUNTY, WYOMING

JFC ENGINEERS SURVEYORS

1515 NINTH STREET
ROCK SPRINGS, WY 82901
PHONE (307) 362-7519
FAX (307) 362-7569
<http://www.jfc-nyo.com>

**SOUTHWEST COUNSELING SERVICE
PROPOSED COMMUNICATIONS TOWER
ROCK SPRINGS, WYOMING**

DWN BY: RJH
DATE: 10 SEPT. 2013

SCALE:
NTS

VICINITY MAP



Engineering:

- | | | |
|-------------------------------|----------------------------------|---|
| ◦ Civil and Structural Design | ◦ Public/Recreational Facilities | ◦ Environmental Studies |
| ◦ Footings and Foundations | ◦ Wastewater Facilities | ◦ Instream Flow Studies |
| ◦ Site Development and Design | ◦ Water Supply Projects | ◦ Master Planning |
| ◦ Road and Route Design | ◦ Storm Water/Hydrologic Studies | ◦ Mine Reclamation and Mine Backfill Projects |

Surveying and Mapping:

- | | | |
|------------------------|---------------------------------|------------------------------------|
| ◦ Subdivisions | ◦ Aerial Ground Control Surveys | ◦ Topographic and Drainage Surveys |
| ◦ Boundary Surveys | ◦ Water Rights | ◦ Road Surveys |
| ◦ Construction Surveys | ◦ Industrial Surveys | ◦ Route Surveys |
| ◦ Control Surveys | ◦ Monitor Well Surveys | |

Geological:

- | | | |
|-----------------------------------|------------------------|------------------------|
| ◦ Domestic Water Wells | ◦ Irrigation Wells | ◦ Subsidence Abatement |
| ◦ Geological/Hydrological Studies | ◦ Interpretive Geology | ◦ Mine Reclamation |

Geotechnical:

- | | | |
|--|--|------------------------------|
| ◦ Field and Laboratory Investigative Techniques | ◦ Geotechnical Reports and Recommendations | ◦ Retaining Structure Design |
| ◦ Investigations for Commercial, Industrial, Residential, and Special Projects | ◦ Shallow and Deep Foundation Design | ◦ Ground Stabilization |
| | ◦ Forensic Investigations | |

Testing:

- | | | |
|--|---|---|
| ◦ Laboratory and Field Testing of Soils for QA/QC | ◦ Laboratory and Field Testing of Aggregates for QA/QC | ◦ Testing of Bituminous Materials |
| ◦ Wide Range of Cementitious Materials including Mortar, Grout, Light Weight and Normal Weight Concrete, and CMU Masonry Testing | ◦ Investigative Testing such as Permeability, CBR, Atterberg Limits, Swell/Consolidation Potential, Collapse Potential, Classifications, Etc. | ◦ Testing of Epoxy Grouts |
| | | ◦ Specialty Testing of Cementitious Materials including Shrinkage and Expansion |

GIS:

- | | | |
|--|---|---------------------------------------|
| ◦ Geodatabase Creation and Maintenance | ◦ Projection and Transformation Support | ◦ Spatial Analysis of Geographic Data |
| ◦ Basic and Advanced Training for ESRI Based ArcGIS Desktop Products | ◦ Data Dictionary Creation | ◦ Thematic Map Creation |

"Committed to Your Success"



STANDARD 45GSR GUYED TOWER

ROHN 45GSR
The first. The original.

45GSR

GENERAL USE

The 45GSR maintains the utility of the 45G and adds the strength of solid round steel legs. The 45GSR has a strong 4 bolt flange connection, giving connection joints superior strength over typical 1 bolt flange connection systems. The 45GSR is available in heights up to 340'.

FEATURES

- Completely hot-dip galvanized after fabrication
- Built on a 16 3/4" equilateral triangle design
- Heavy solid steel round legs joined by Zig-Zag® cross members
- Each section contains all required nuts and bolts shipped with section
- Continuous solid round steel bracing

CAUTION

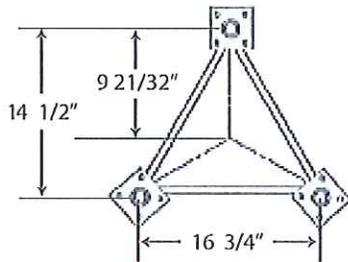
Mixing copies of ROHN towers with ROHN towers is dangerous and voids all engineering and warranty data supplied by ROHN. Materials used by others are not the same quality and have not been tested or engineered by ROHN. Mixing ROHN tower sections with non-ROHN products may cause tower failure or injury.

Per Rev G requirements, any structure greater than 10' requires a climber safety device. Please see page 92 for ordering information.



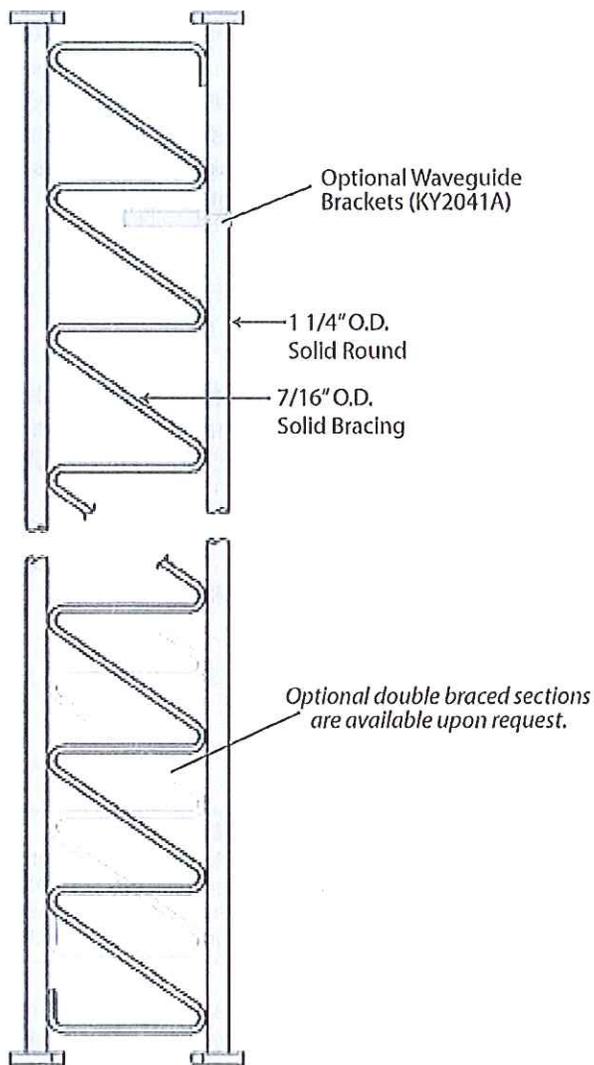


STANDARD 45GSR GUYED TOWER SECTIONS

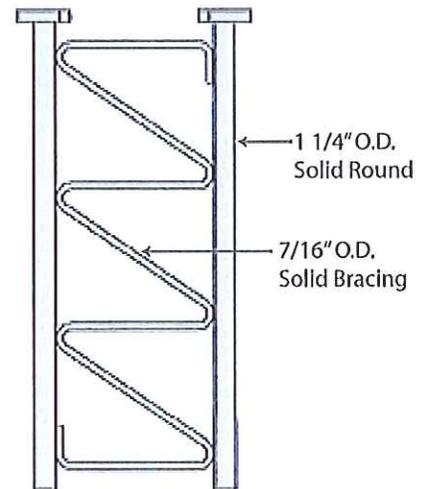


QUICK REFERENCE

PARTS & ACCESSORIES	PAGE 92
GROUNDING INFORMATION	PAGE 93
FOUNDATION INFORMATION	PAGES 93-97



STANDARD SECTION
45GSR10 - 10' Section
45GSR20 - 20' Section

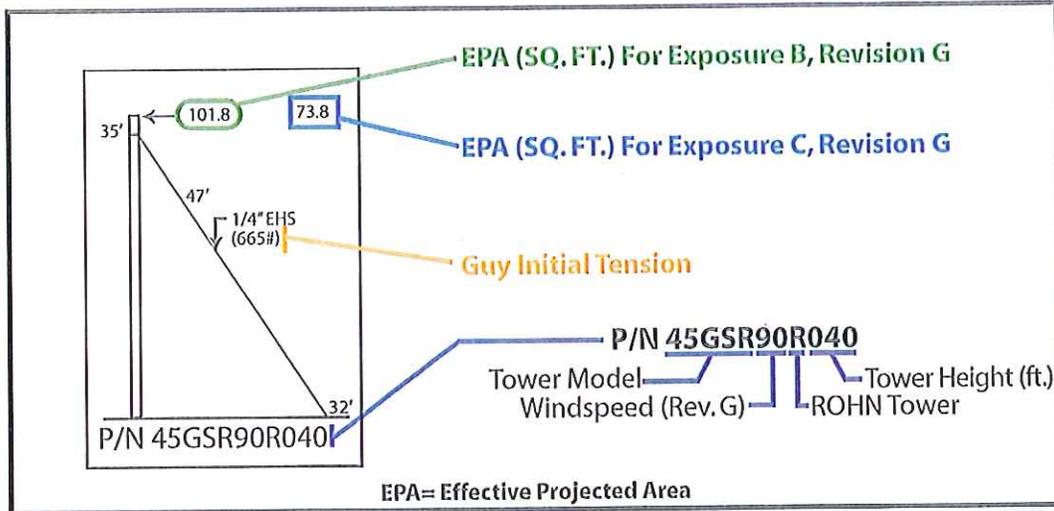


4.3' 45GSR SHORT BASE
45GSRSB

TO BE EMBEDDED IN CONCRETE.



**BUYERS GUIDE
STANDARD DESIGNS - 45GSR
90MPH REV. G [3 SECOND GUST]**



This document is to serve as a guide for sizing and purchasing the 45GSR tower. Tower and foundation installations should be performed by qualified and experienced personnel using assembly drawings provided with each tower.

DESIGN NOTES:

1. Tower designs are in accordance with ANSI/TIA-222-G, Class I Structures, Topographic Category 1.
2. Design assumes towers are installed on level ground. Lower EPA values will apply for roof mounted towers or for sites located on unusual terrain.
3. Designs assume two 7/8" diameter lines on each tower face.
4. Anchor radius is from tower base to intersection of anchor rod with ground.
5. Guy chord lengths shown are based on level ground. Initial tensions for guys are shown in () in pounds at 60° Fahrenheit.
6. Antenna and mounts are assumed symmetrically placed at the tower top.

PARTS LIST NOTES:

1. Items listed are required for complete guyed towers.
2. Base and anchor foundations listed refer to standard foundation designations.
3. Guys provided with each standard tower are based on level ground conditions with an additional 6% length.
4. Rev G anchor grounding (AGK1GGX) and base grounding (BGK3GGX) are included with the tower material.
5. Assembly drawings and a safety package (P/N: ACWS) are included with each tower.
6. Parts lists are subject to change based on availability or revised design criteria.

FOR FOUNDATION INFORMATION, PLEASE SEE PAGES 93-97.

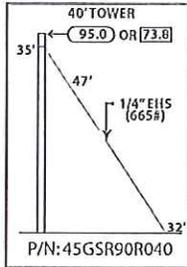
FOR GENERAL INSTALLATION INFORMATION, PLEASE SEE PAGES 147-153.





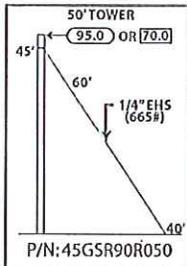
STANDARD DESIGN - 45GSR
90MPH REV. G

45GSR
SOLID ROD



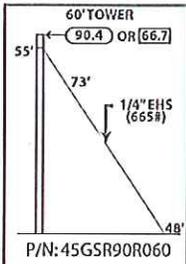
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		TBSAFETY
				BASE	ANCHOR	
	2	1	1	FB1G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3
	150'	6	6	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/75		
	3	1	3	3		

40' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R040



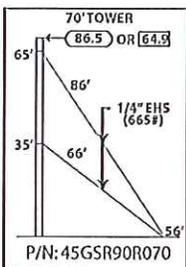
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS		TBSAFETY
					BASE	ANCHOR	
	2	1	1	1	FB1G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3	
	200'	6	6	3			
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/75			
	3	1	3	3			

50' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R050



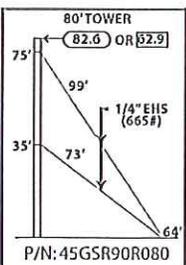
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		TBSAFETY
				BASE	ANCHOR	
	3	1	1	FB1G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3
	250'	6	6	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/75		
	3	1	3	3		

60' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R060



TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS		TBSAFETY
					BASE	ANCHOR	
	3	1	1	2	FB1G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3	
	500'	12	12	6			
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/75			
	3	1	3	3			

70' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R070



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		TBSAFETY
				BASE	ANCHOR	
	4	1	2	FB1G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3
	550'	12	12	6		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/75		
	3	1	3	3		

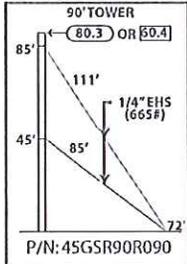
80' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R080



GUYED TOWERS - 45GSR

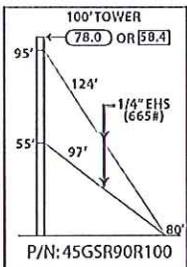
STANDARD DESIGN - 45GSR 90MPH REV. G

45GSR
SOLID ROD



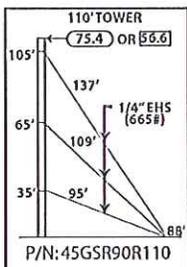
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	4	1	1	2	FB1G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J	TBSAFETY	
	625'	12	12	6	3	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		
	3	1	3	3		

90' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R090



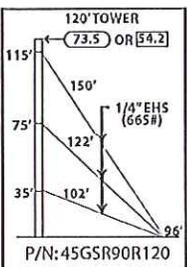
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		
				BASE	ANCHOR	
	5	1	2	FB1G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J	TBSAFETY	
	725'	12	12	6	3	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		
	3	1	3	3		

100' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R100



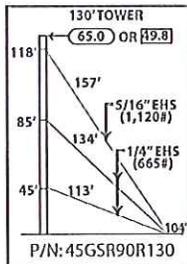
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	5	1	1	3	FB1G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J	TBSAFETY	
	1100'	18	18	9	3	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		
	3	1	3	3		

110' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R110



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		
				BASE	ANCHOR	
	6	1	3	FB1G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J	TBSAFETY	
	1200'	18	18	9	3	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		
	3	1	3	3		

120' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R120



TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	6	1	1	3	FB1G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	800'	500'	12	6		
	3/8THH	7/16THH	5/8TBE&J	1/2TBE&J		
	12	6	3	6		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75	TBSAFETY	
	3	1	3	3	3	

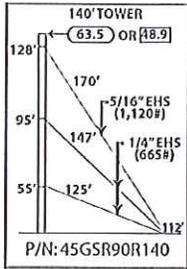
130' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R130





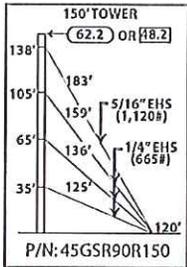
STANDARD DESIGN - 45GSR
90MPH REV. G

45GSR
SOLID ROD



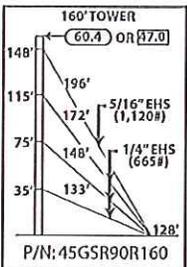
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	7	1	3	FB1G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	
	875'	550'	12	6	
	3/8THH	7/16THH	5/8TBE&J	1/2TBE&J	
	12	6	3	6	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75	TBSAFETY
	3	1	3	3	3

140' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R140



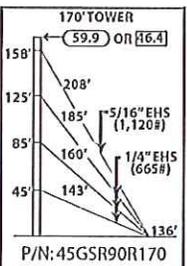
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	7	1	1	4	FB1G AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	1350'	600'	18	6		
	3/8THH	7/16THH	5/8TBE&J	1/2TBE&J		
	18	6	3	9		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75	TBSAFETY	
	3	1	3	3	3	

150' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R150



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	8	1	4	FB1G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	
	1450'	625'	18	6	
	3/8THH	7/16THH	5/8TBE&J	1/2TBE&J	
	18	6	3	9	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75	TBSAFETY
	3	1	3	3	3

160' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R160



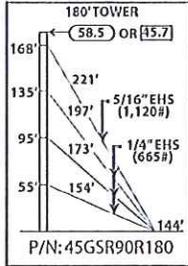
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	8	1	1	4	FB1G AB3	
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	1575'	675'	18	6		
	3/8THH	7/16THH	5/8TBE&J	TBSAFETY		
	18	6	12	3		
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

170' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R170



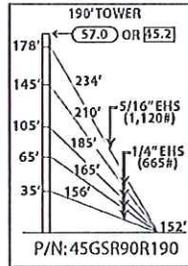
**STANDARD DESIGN - 45GSR
90MPH REV. G**

45GSR
SOLID ROD



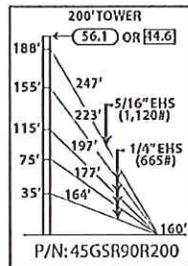
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	9	1	4	FB1G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	
	1675'	725'	18	6	
	3/8THH	7/16THH	5/8TBE&J	TBSAFETY	
	18	6	12	3	
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25	
	3	1	3	3	

180' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R180



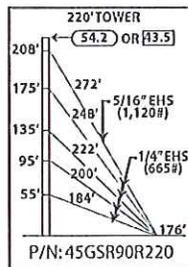
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	9	1	1	5	FB1G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	2300'	750'	24	6		
	3/8THH	7/16THH	5/8TBE&J	TBSAFETY		
	24	6	15	3		
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

190' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R190



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	FDNS	
					BASE	ANCHOR
	10	1	5	1	FB1G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	2425'	800'	24	6		
	3/8THH	7/16THH	5/8TBE&J	TBSAFETY		
	24	6	15	3		
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

200' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R200



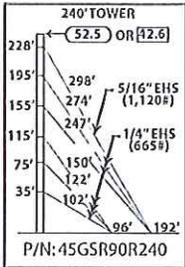
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	FDNS	
					BASE	ANCHOR
	11	1	5	1	FB1G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	2725'	875'	24	6		
	3/8THH	7/16THH	5/8TBE&J	TBSAFETY		
	24	6	15	3		
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

220' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R220



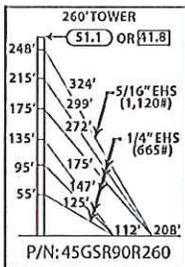
STANDARD DESIGN - 45GSR
90MPH REV. G

45GSR
SOLID ROD



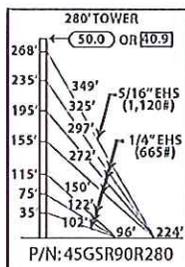
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	12	1	6	1	FB1G	AB2	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146			
	2850'	950'	30	6			
	3/8THH	7/16THH	5/8TBE&J	1/2TBE&J			
	30	6	3	15			
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75	TBSAFETY		
	6	2	3	6	6		

240' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R240



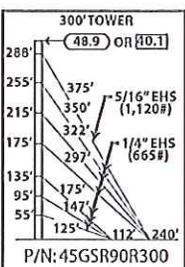
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	13	1	6	1	FB1G	AB2	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146			
	3250'	1050'	30	6			
	3/8THH	7/16THH	5/8TBE&J	1/2TBE&J			
	30	6	3	15			
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75	TBSAFETY		
	6	2	3	6	6		

260' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R260



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	14	1	7	1	FB1G	AB2	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH		
	4050'	1125'	36	6	36		
	7/16THH	5/8TBE&J	1/2TBE&J	CPC.5/.75	CPC1/1.25		
	6	12	9	3	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	GAC5655TOP	AGK1GGX	BGK3GGX	TBSAFETY		
	3	3	2	3	6		

280' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R280



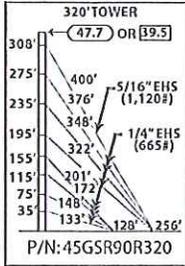
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	15	1	7	1	FB1G	AB2	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH		
	4525'	1200'	36	6	36		
	7/16THH	5/8TBE&J	1/2TBE&J	CPC.5/.75	CPC1/1.25		
	6	12	9	3	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	GAC5655TOP	AGK1GGX	BGK3GGX	TBSAFETY		
	3	3	2	3	6		

300' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R300



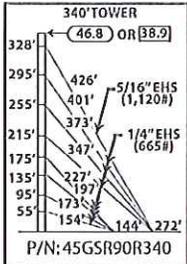
STANDARD DESIGN - 45GSR
90MPH REV. G

45GSR
SOLID ROD



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
		16	1	8	1	FB1G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH		
	5450'	1275'	42	6	42		
	7/16THH	5/8TBE&J	1/2TBE&J	CPC.5/1.75	CPC1/1.25		
	6	12	12	3	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	GAC5655TOP	AGK1GGX	BGK3GGX	TBSAFETY		
	3	3	2	3	6		

320' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R320



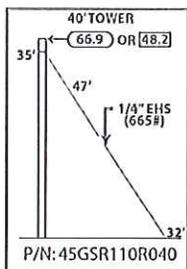
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
		17	1	8	1	FB1G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH		
	5975'	1375'	42	6	42		
	7/16THH	5/8TBE&J	1/2TBE&J	CPC.5/1.75	CPC1/1.25		
	6	12	12	3	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	GAC5655TOP	AGK1GGX	BGK3GGX	TBSAFETY		
	3	3	2	3	6		

340' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R340



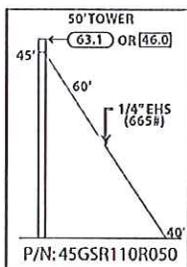
STANDARD DESIGN - 45GSR
110MPH REV. G

45GSR
SOLID ROD



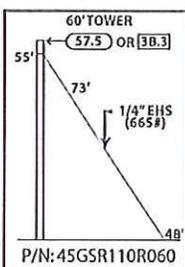
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		TBSAFETY
	2	1	1	BASE FB2G	ANCHOR AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3
	150'	6	6	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		3
	3	1	3	3		

40' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R040



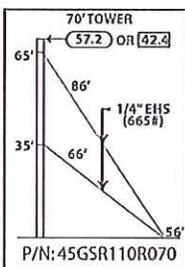
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS		TBSAFETY
	2	1	1	1	BASE FB2G	ANCHOR AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3	
	200'	6	6	3			
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		3	
	3	1	3	3			

50' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R050



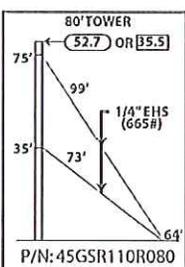
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		TBSAFETY
	3	1	1	BASE FB2G	ANCHOR AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3
	250'	6	6	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		3
	3	1	3	3		

60' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R060



TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS		TBSAFETY
	3	1	1	2	BASE FB2G	ANCHOR AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3	
	500'	12	12	6			
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		3	
	3	1	3	3			

70' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R070



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		TBSAFETY
	4	1	2	BASE FB2G	ANCHOR AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3
	550'	12	12	6		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		3
	3	1	3	3		

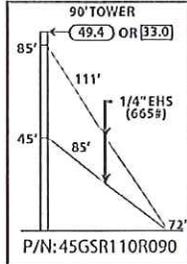
80' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R080



GUYED TOWERS - 45GSR

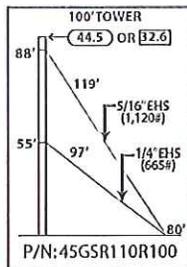
STANDARD DESIGN - 45GSR 110MPH REV. G

45GSR
SOLID ROD



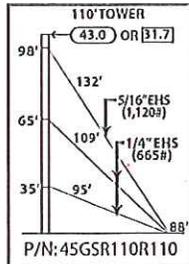
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	4	1	1	2	FB2G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J	TBSAFETY	
	625'	12	12	6	3	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		
	3	1	3	3		

90' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R090



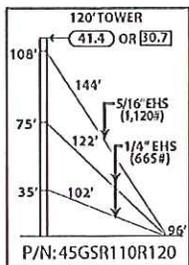
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	5	1	2	FB2G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	1/2TBE&J	5/8TBE&J
	325'	400'	6	3	3
	7/16THH	BG2144	BG2146	TBSAFETY	
	6	6	6	3	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75	
	3	1	3	3	

100' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R100



TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	5	1	1	3	FB2G	AB2
GUY WIRE & CONNECTION INCLUDED	1/4EHS	142265	3/8THH	1/2TBE&J	5/8TBE&J	
	650'	425'	12	6	3	
	7/16THH	BG2144	BG2146	TBSAFETY		
	6	12	6	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		
	3	1	3	3		

110' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R110



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	6	1	3	FB2G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	1/2TBE&J	5/8TBE&J
	725'	475'	12	6	3
	7/16THH	BG2144	BG2146	TBSAFETY	
	6	12	6	3	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75	
	3	1	3	3	

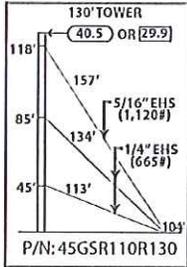
120' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R120





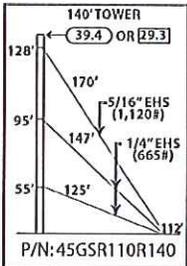
STANDARD DESIGN - 45GSR
110MPH REV. G

45GSR
SOLID ROD



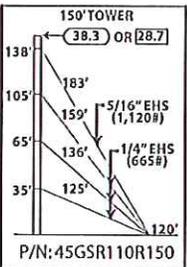
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	6	1	1	3	FB2G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	1/2TBE&J	5/8TBE&J	
	800'	500'	12	6	3	
	7/16THH	BG2144	BG2146	TBSAFETY		
ANCHORS & GROUNDING INCLUDED	6	12	6	3		
	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/7.75		
	3	1	3	3		

130' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R130



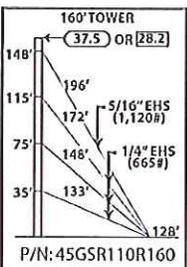
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		
				BASE	ANCHOR	
	7	1	3	FB2G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	1/2TBE&J	5/8TBE&J	
	875'	550'	12	6	3	
	7/16THH	BG2144	BG2146	TBSAFETY		
ANCHORS & GROUNDING INCLUDED	6	12	6	3		
	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/7.75		
	3	1	3	3		

140' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R140



TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	7	1	1	4	FB2G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	5/8TBE&J		
	1350'	600'	18	12		
	7/16THH	BG2144	BG2146	TBSAFETY		
ANCHORS & GROUNDING INCLUDED	6	18	6	3		
	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

150' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R150



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		
				BASE	ANCHOR	
	8	1	4	FB2G	AB3	
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	5/8TBE&J		
	1450'	625'	18	12		
	7/16THH	BG2144	BG2146	TBSAFETY		
ANCHORS & GROUNDING INCLUDED	6	18	6	3		
	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

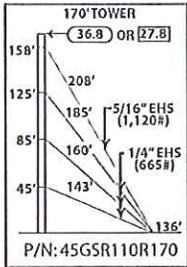
160' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R160





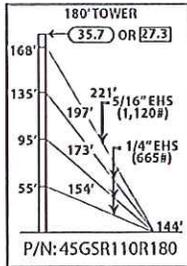
**STANDARD DESIGN - 45GSR
110MPH REV. G**

45GSR
SOLID ROD



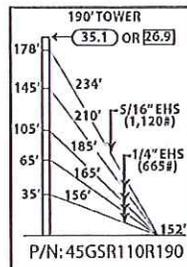
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	8	1	1	4	FB2G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	5/8TBE&J		
	1575'	675'	18	12		
	7/16THH	BG2144	BG2146	TBSAFETY		
	6	18	6	3		
ANCHORS & GROUNDING INCLUDED	GAC5665TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

170' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R170



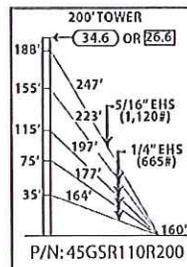
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		
				BASE	ANCHOR	
	9	1	4	FB2G	AB3	
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	5/8TBE&J		
	1675'	725'	18	12		
	7/16THH	BG2144	BG2146	TBSAFETY		
	6	18	6	3		
ANCHORS & GROUNDING INCLUDED	GAC5665TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

180' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R180



TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	9	1	1	5	FB2G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	5/8TBE&J		
	2300'	750'	24	15		
	7/16THH	BG2144	BG2146	TBSAFETY		
	6	24	6	3		
ANCHORS & GROUNDING INCLUDED	GAC5665TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

190' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R190



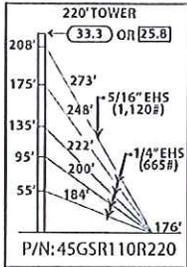
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	FDNS	
					BASE	ANCHOR
	10	1	5	1	FB2G	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	5/8TBE&J		
	2425'	800'	24	15		
	7/16THH	BG2144	BG2146	TBSAFETY		
	6	24	6	3		
ANCHORS & GROUNDING INCLUDED	GAC5665TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

200' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R200



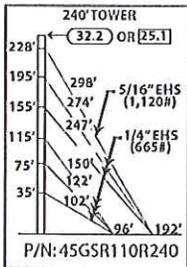
STANDARD DESIGN - 45GSR
110MPH REV. G

45GSR
SOLID ROD



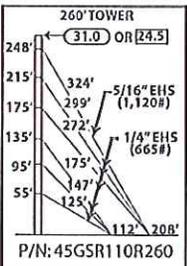
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	FDNS	
	11	1	5	1	BASE FB2G	ANCHOR AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	3/8THH	5/8TBE&J		
	2725'	875'	24	15		
	7/16THH	BG2144	BG2146	TBSAFETY		
	6	24	6	3		
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

220' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R220



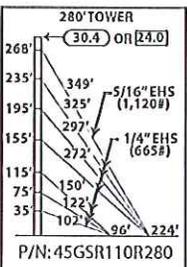
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	12	1	6	1	FB2G	AB2	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH		
	2850'	950'	30	6	30		
	7/16THH	5/8TBE&J	1/2TBE&J	CPC.5/7.75	CPC1/1.25		
	6	9	9	3	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	GAC5655TOP	AGK1GGX	BGK3GGX	TBSAFETY		
	3	3	2	3	6		

240' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R240



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	13	1	6	1	FB2G	AB2	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH		
	3250'	1050'	30	6	30		
	7/16THH	5/8TBE&J	1/2TBE&J	CPC.5/7.75	CPC1/1.25		
	6	9	9	3	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	GAC5655TOP	AGK1GGX	BGK3GGX	TBSAFETY		
	3	3	2	3	6		

260' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R260



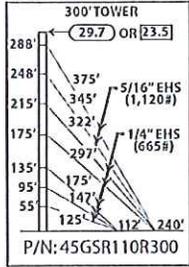
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	14	1	7	1	FB2G	AB2	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH		
	4050'	1125'	36	6	36		
	7/16THH	5/8TBE&J	1/2TBE&J	CPC.5/7.75	CPC1/1.25		
	6	12	9	3	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	GAC5655TOP	AGK1GGX	BGK3GGX	TBSAFETY		
	3	3	2	3	6		

280' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R280



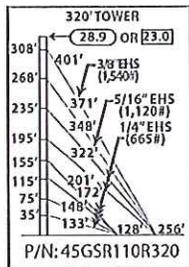
**STANDARD DESIGN - 45GSR
110MPH REV. G**

45GSR
SOLID ROD



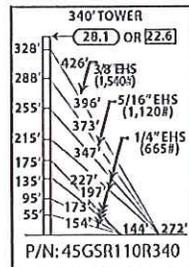
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
		15	1	7	1	FB2G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH		
	3400'	2300'	30	12	30		
	7/16THH	5/8TBE&J	1/2TBE&J	CPC.5/1.75	CPC1/1.25		
	12	12	9	3	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	GAC5655TOP	AGK1GGX	BGK3GGX	TBSAFETY		
	3	3	2	3	6		

300' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R300



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
		15	1	7	1	FB2G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	142261	BG2144	BG2146	BG2147	5/8S
	4225'	1200'	1300'	36	6	6	3
	1/2THH	3/8THH	7/16THH	5/8TBE&J	5/8S	45GSR20L82*	
	6	36	6	24	3	1	
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25	TBSAFETY		
	6	2	3	6	6		

320' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R320



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
		16	1	7	1	FB2G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	142261	BG2144	BG2146	BG2147	5/8S
	4700'	1275'	1375'	36	6	6	3
	1/2THH	3/8THH	7/16THH	5/8TBE&J	5/8S	45GSR20L82*	
	6	36	6	24	3	1	
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25	TBSAFETY		
	6	2	3	6	6		

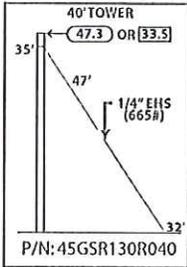
340' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR110R340

* Guy lug sections required for 3/8" guys.



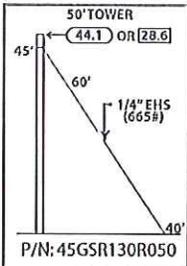
STANDARD DESIGN - 45GSR
130MPH REV. G

45GSR
SOLID ROD



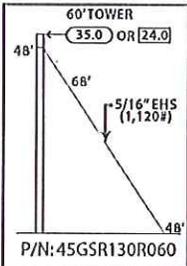
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		TBSAFETY
				BASE	ANCHOR	
	2	1	1	FB2G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3
	150'	6	6	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		
	3	1	3	3		

40' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R040



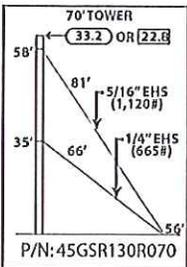
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS		TBSAFETY
					BASE	ANCHOR	
	2	1	1	1	FB2G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	BG2144	3/8THH	1/2TBE&J		3	
	200'	6	6	3			
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75			
	3	1	3	3			

50' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R050



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS		TBSAFETY
				BASE	ANCHOR	
	3	1	1	FB2G	AB2	
GUYS & CONNECTIONS INCLUDED	142265	BG2146	7/16THH	5/8TBE&J		3
	225'	6	6	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75		
	3	1	3	3		

60' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR90R060



TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS		TBSAFETY
					BASE	ANCHOR	
	3	1	1	2	FB2G	AB2	
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		3/8THH	
	225'	275'	6	6		6	
	7/16THH	1/2TBE&J	5/8TBE&J	TBSAFETY			
	6	3	3	3			
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/.75			
	3	1	3	3			

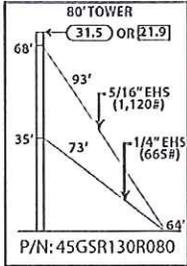
70' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R070



GUYED TOWERS - 45GSR

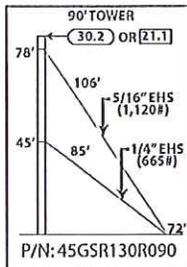
STANDARD DESIGN - 45GSR 130MPH REV. G

45GSR
SOLID ROD



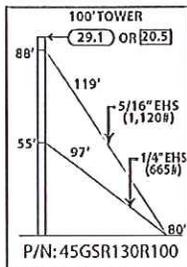
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	4	1	2	FB2G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH
	250'	300'	6	6	6
	7/16THH	1/2TBE&J	5/8TBE&J	TBSAFETY	
	6	3	3	3	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/75	
	3	1	3	3	

80' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R080



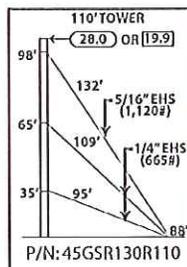
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	4	1	1	2	FB2G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH	
	275'	350'	6	6	6	
	7/16THH	1/2TBE&J	5/8TBE&J	TBSAFETY		
	6	3	3	3		
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/75		
	3	1	3	3		

90' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R090



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	5	1	2	FB2G	AB2
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	3/8THH
	325'	400'	6	6	6
	7/16THH	1/2TBE&J	5/8TBE&J	TBSAFETY	
	6	3	3	3	
ANCHORS & GROUNDING INCLUDED	GAC3455TOP	AGK1GGX	BGK3GGX	CPC.5/75	
	3	1	3	3	

100' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R100



TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	5	1	1	3	FB2G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	650'	425'	12	6		
	3/8THH	7/16THH	5/8TBE&J	TBSAFETY		
	12	6	9	3		
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

110' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R110



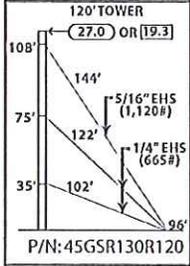
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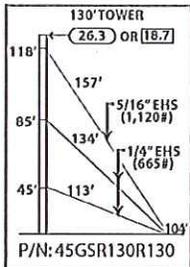
STANDARD DESIGN - 45GSR
130MPH REV. G

45GSR
SOLID ROD



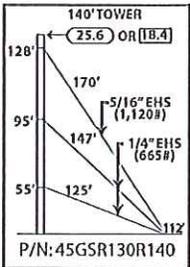
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	6	1	3	FB2G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	
	725'	475'	12	6	
	3/8THH	7/16THH	5/8TBE&J	TBSAFETY	
	12	6	9	3	
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25	
	3	1	3	3	

120' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R120



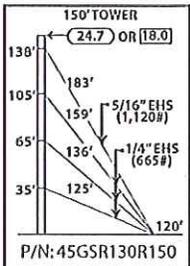
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	6	1	1	3	FB2G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	800'	500'	12	6		
	3/8THH	7/16THH	5/8TBE&J	TBSAFETY		
	12	6	9	3		
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25		
	3	1	3	3		

130' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R130



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	7	1	3	FB2G	AB3
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	
	875'	550'	12	6	
	3/8THH	7/16THH	5/8TBE&J	TBSAFETY	
	12	6	9	3	
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25	
	3	1	3	3	

140' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R140



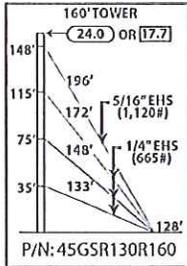
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	7	1	1	4	FB2G	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	1350'	600'	18	6		
	3/8THH	7/16THH	3/4TBE&J	TBSAFETY		
	18	6	12	3		
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX	BGK3GGX	CPC1.5/2		
	3	1	3	3		

150' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R150



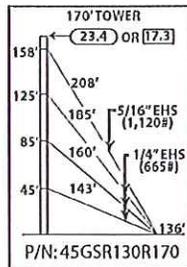
STANDARD DESIGN - 45GSR
130MPH REV. G

45GSR
SOLID ROD



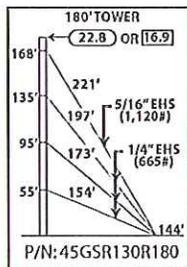
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	8	1	4	FB2G	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	
	1450'	625'	18	6	
	3/8THH	7/16THH	3/4TBE&J	TBSAFETY	
	18	6	12	3	
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX	BGK3GGX	CPC1.5/2	
	3	1	3	3	

160' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R160



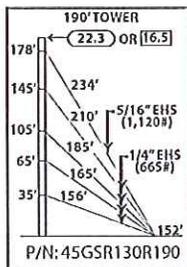
TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	8	1	1	4	FB2G	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	1575'	675'	18	6		
	3/8THH	7/16THH	3/4TBE&J	TBSAFETY		
	18	6	12	3		
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX	BGK3GGX	CPC1.5/2		
	3	1	3	3		

170' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R170



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	FDNS	
				BASE	ANCHOR
	9	1	4	FB2G	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146	
	1675'	725'	18	6	
	3/8THH	7/16THH	3/4TBE&J	TBSAFETY	
	18	6	12	3	
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX	BGK3GGX	CPC1.5/2	
	3	1	3	3	

180' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R180



TOWER PARTS INCLUDED	45GSR20	45GSR10	45GSRSB	GA45GD	FDNS	
					BASE	ANCHOR
	9	1	1	5	FB2G	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	BG2144	BG2146		
	2300'	750'	24	6		
	3/8THH	7/16THH	3/4TBE&J	TBSAFETY		
	24	6	15	3		
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX	BGK3GGX	CPC1.5/2		
	3	1	3	3		

190' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R190

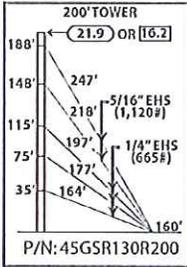




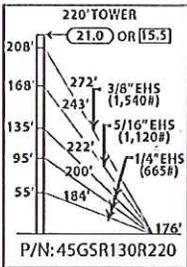
STANDARD DESIGN - 45GSR
130MPH REV. G

45GSR
SOLID ROD

200' ROHN 45GSR
All parts shown in table
are included when ordering
Part No: 45GSR130R200

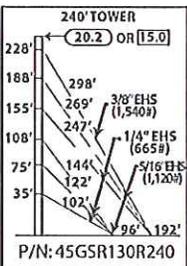


TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	FDNS	
					BASE	ANCHOR
	10	1	5	1	FB2G	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265		BG2144	BG2146	
	1725'	1500'		18	12	
	3/8THH	7/16THH		3/4TBE&J	TBSAFETY	
	18	12		15	3	
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX		BGK3GGX	CPC1.5/2	
	3	1		3	3	



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	FDNS	
					BASE	ANCHOR
	10	1	4	1	FB2G	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265		142261	BG2144	45GSR20L82'
	1950'	775'		875'	18	1
	BG2146	BG2147		7/16THH	1/2THH	
	6	6		6	6	
	3/8THH	5/8S		3/4TBE&J	TBSAFETY	
	18	3		15	3	
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX		BGK3GGX	CPC1.5/2	
	3	1		3	3	

220' ROHN 45GSR
All parts shown in table
are included when ordering
Part No: 45GSR130R220



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265		142261	BG2144	45GSR20L82'	
	1500'	1325'		950'	18	1	
	BG2146	BG2147		7/16THH	1/2THH		
	12	6		12	6		
	3/8THH	5/8S		5/8TBE&J	TBSAFETY		
	18	3		18	6		
ANCHORS & GROUNDING INCLUDED	GAC5665TOP	AGK1GGX		BGK3GGX	CPC1/1.25		
	6	2		3	6		

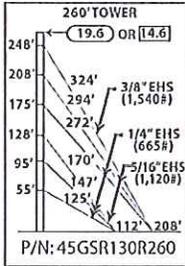
240' ROHN 45GSR
All parts shown in table
are included when ordering
Part No: 45GSR130R240

* Guy lug section required for 3/8" guys.



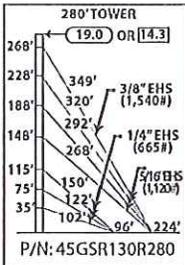
**STANDARD DESIGN - 45GSR
130MPH REV. G**

45GSR
SOLID ROD



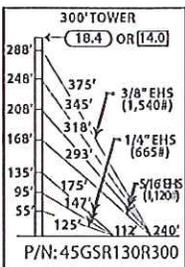
TOWER PARTS INCLUDED	45GSR20	45GSR5B	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	12	1	5	1	FB2G	AB3	AB4
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	142261	BG2144	45GSR20LB2		
	1750'	1500'	1050'	18	1		
	BG2146	BG2147	7/16THH	1/2THH			
	12	6	12	6			
	3/8THH	5/8S	5/8TBE&J	TBSAFETY			
	18	3	18	6			
ANCHORS & GROUNDING INCLUDED	GAC5655TOP	AGK1GGX	BGK3GGX	CPC1/1.25			
	6	2	3	6			

260' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R260



TOWER PARTS INCLUDED	45GSR20	45GSR5B	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	13	1	6	1	FB2G	AB3	AB5
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	142261	BG2144	45GSR20LB2		
	1200'	2800'	1125'	18	1		
	BG2146	BG2147	7/16THH	1/2THH			
	18	6	18	6			
	3/8THH	5/8S	3/4TBE&J	TBSAFETY			
	18	3	21	6			
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX	BGK3GGX	CPC1.5/2			
	6	2	3	6			

280' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R280



TOWER PARTS INCLUDED	45GSR20	45GSR5B	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	14	1	6	1	FB3G	AB3	AB5
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	142261	BG2144	45GSR20LB2		
	1425'	3050'	1200'	18	1		
	BG2146	BG2147	7/16THH	1/2THH			
	18	6	18	6			
	3/8THH	5/8S	3/4TBE&J	TBSAFETY			
	18	3	21	6			
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX	BGK3GGX	CPC1.5/2			
	6	2	3	6			

300' ROHN 45GSR
All parts shown in table are included when ordering
Part No: 45GSR130R300

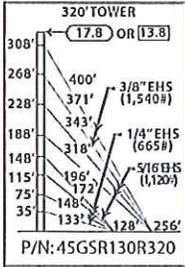
* Guy lug section required for 3/8" guys.



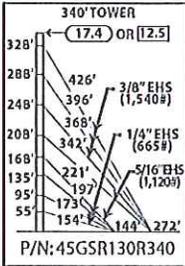
STANDARD DESIGN - 45GSR
130MPH REV. G

45GSR
SOLID ROD

320' ROHN 45GSR
All parts shown in table
are included when ordering
Part No: 45GSR130R320



TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	14	1	6	1	FB3G	AB3	AB5
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	142261	BG2144	45GSR20L82		
	1450'	2750'	2475'	18	2		
	BG2146	BG2147	7/16THH	1/2THH			
	18	12	18	12			
	3/8THH	5/8S	3/4TBE&J	TBSAFETY			
18	6	24	6				
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX	BGK3GGX	CPC1.5/2			
	6	2	3	6			



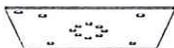
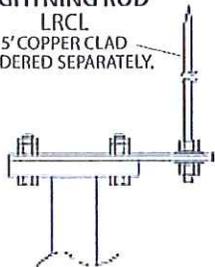
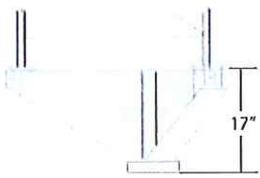
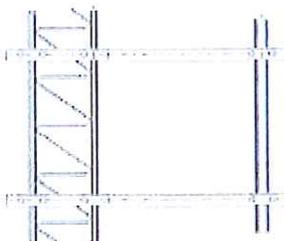
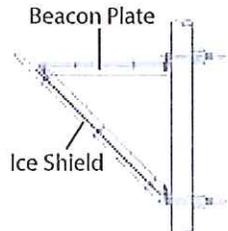
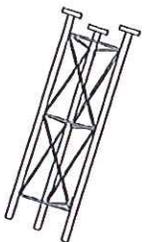
TOWER PARTS INCLUDED	45GSR20	45GSRSB	GA45GD	APL4A	BASE	INNER ANCHOR	OUTER ANCHOR
	14	1	5	1	FB3G	AB4	AB5
GUYS & CONNECTIONS INCLUDED	1/4EHS	142265	142261	BG2144	45GSR20L82		
	1675'	1800'	3800'	18	3		
	BG2146	BG2147	7/16THH	1/2THH			
	12	18	12	18			
	3/8THH	5/8S	3/4TBE&J	TBSAFETY			
18	9	24	6				
ANCHORS & GROUNDING INCLUDED	GAC5755TOP	AGK1GGX	BGK3GGX	CPC1.5/2			
	6	2	3	6			

340' ROHN 45GSR
All parts shown in table
are included when ordering
Part No: 45GSR130R340

* Guy lug section required for 3/8" guys.



PARTS & ACCESSORIES

 <p>LEG MOUNTED BEACON PLATE KIT APL4A FOR MOUNTING BEACON OR LIGHTNING ROD. BOLTS TO TOP OF STANDARD SECTION. INCLUDES BEACON PLATE, (2) CAP PLATES, NUTS AND BOLTS.</p>	<p>LIGHTNING ROD LRCL 5' COPPER CLAD ORDERED SEPARATELY.</p>  <p>LIGHTNING ROD PLATE KIT VW132 INCLUDES: LIGHTNING ROD PLATE, NUTS AND BOLTS.</p>	 <p>TAPERED BASE 45GSRTBPP* FOR USE WITH PIER PIN (3/4X12PP) AND BEARING PLATE (BP6) SOLD SEPARATELY.</p>	 <p>3' SIDE ARM WITH (2) TIE BACKS KY1653A MOUNTING TUBE PROVIDED IS 3' LONG, 2 - 3/8" O.D.</p>
 <p>MID BEACON PLATE / ICE SHIELD APL1258UM</p>	 <p>4.3' SHORT BASE 45GSRSB FOR EMBEDMENT IN CONCRETE.</p>		

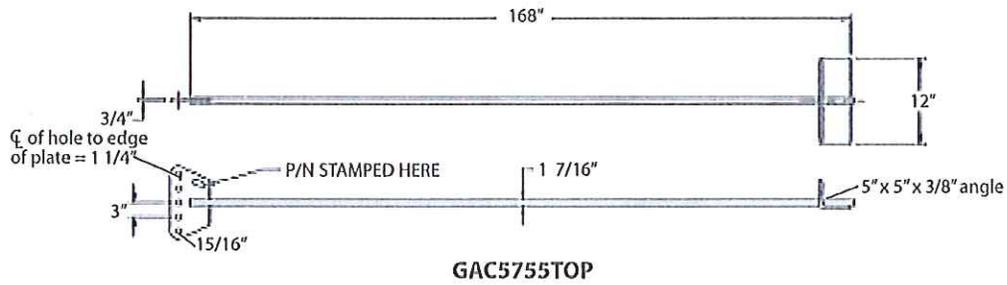
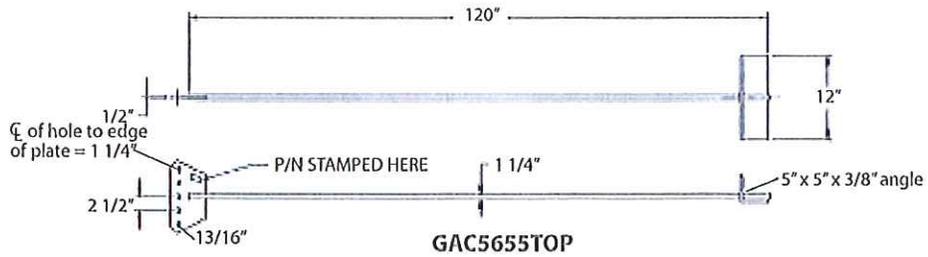
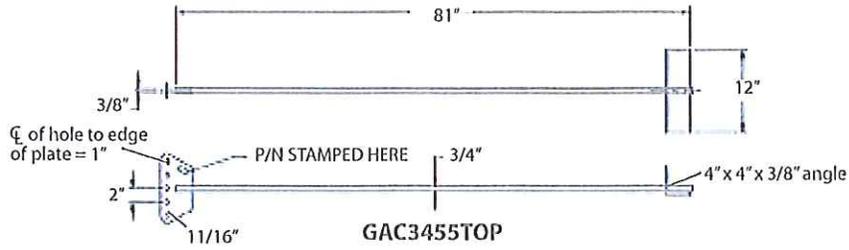
Refer to pages 63-65 for the following accessories that also fit the 45GSR tower:

- Pier Pin (3/4x12PP)
- Side Arm Bracket (SA253UA)
- Dish Mount (VY4311A2 & VY4311A)
- Face Mount (DM45G2 & DM45A)
- Universal House Bracket (HBUTVRO)
- Torque Bar (TB45D)
- Guy Bracket (GA45GD)
- Anti-Climb Panels (VW913A)
- Work Platform (WP45G)
- Safety Ring (SR245)
- Climbing Harness (TTFBH-4D & TTFBH-C/P)
- Safety Cable Slider (TT-WG-500-W/SMC)
- Safety Cable System (See page 65 for P/N)

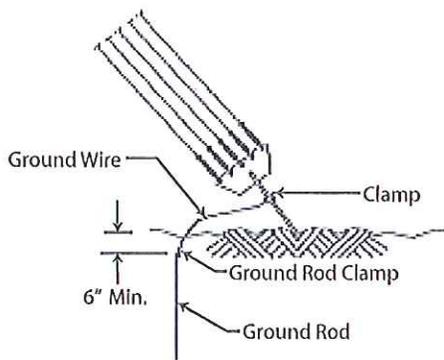
* TOWERS MOUNTED ON THESE BASES MUST BE BRACKETED OR GUYED AT ALL TIMES. TEMPORARY STEEL GUYING MAY ALSO BE NECESSARY DURING INSTALLATION AND DISMANTLING.



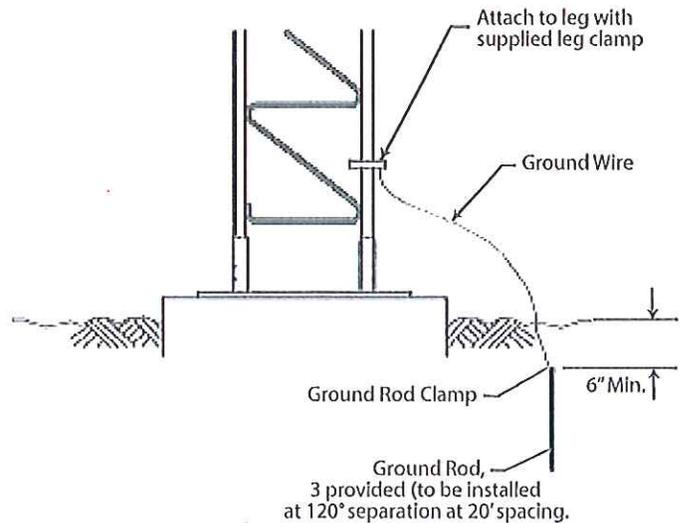
ANCHOR INFORMATION



REV G ANCHOR GROUNDING AGK1GGX

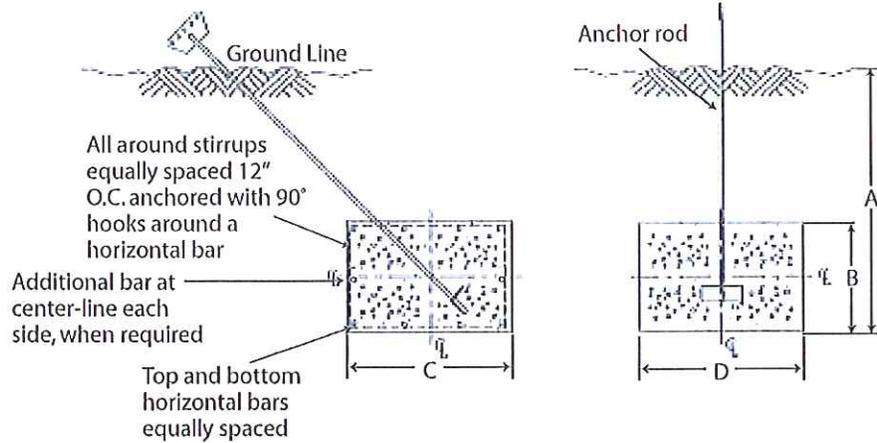


REV G BASE GROUNDING BGK3GGX





STANDARD ANCHOR BLOCKS

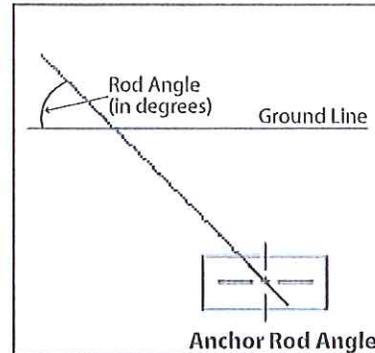
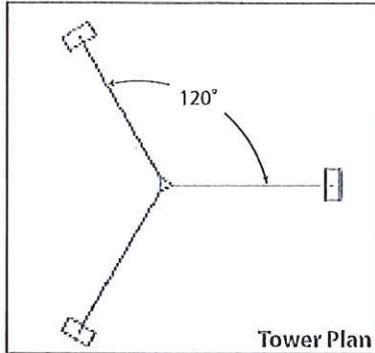


Refer to pages 95-96 for anchor rod installation angles.

Block	Anchor Dimensions (in.)				Horizontal Bars (Qty. & Size)	Stirrup Size & Spacing	Concrete Vol. (Cu. Yds.)
	A	B	C	D			
AB2	4' - 0"	1' - 6"	4' - 0"	6' - 0"	(5) #6 Bars, Top Layer (5) #6 Bars, Bottom Layer (0) Additional Bar, Each Side	#3 @ 12" O.C.	1.33 Per Block 4.0 Total for 3
AB3	6' - 0"	1' - 6"	3' - 0"	6' - 0"	(4) #6 Bars, Top Layer (4) #6 Bars, Bottom Layer (0) Additional Bar, Each Side	#3 @ 12" O.C.	1.0 Per Block 3.0 Total for 3
AB4	6' - 0"	1' - 6"	4' - 0"	9' - 0"	(5) #6 Bars, Top Layer (5) #6 Bars, Bottom Layer (0) Additional Bar, Each Side	#4 @ 12" O.C.	2.0 Per Block 6.0 Total for 3
AB5	8' - 0"	2' - 0"	3' - 0"	10' - 0"	(4) #7 Bars, Top Layer (4) #7 Bars, Bottom Layer (1) Additional Bar, Each Side	#4 @ 12" O.C.	2.22 Per Block 6.7 Total for 3
AB6	8' - 0"	2' - 0"	4' - 0"	10' - 0"	(5) #7 Bars, Top Layer (5) #7 Bars, Bottom Layer (1) Additional Bar, Each Side	#4 @ 12" O.C.	2.96 Per Block 8.9 Total for 3



ANCHOR ROD INSTALLATION ANGLES



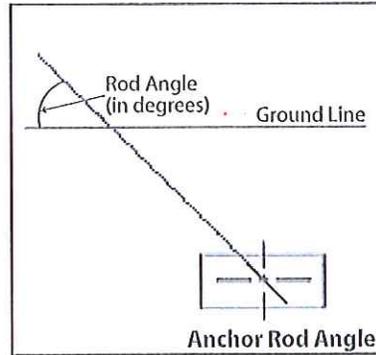
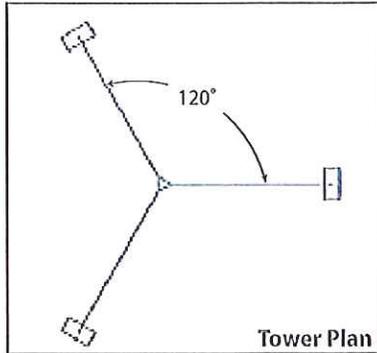
45GSR 90MPH				
Tower Height	Inner Rod Number	Inner Rod Angle	Outer Rod Number	Outer Rod Angle
40'	GAC3455TOP	48	-	-
50'	GAC3455TOP	49	-	-
60'	GAC3455TOP	49	-	-
70'	GAC3455TOP	44	-	-
80'	GAC3455TOP	43	-	-
90'	GAC3455TOP	44	-	-
100'	GAC3455TOP	44	-	-
110'	GAC3455TOP	42	-	-
120'	GAC3455TOP	42	-	-
130'	GAC3455TOP	42	-	-
140'	GAC3455TOP	42	-	-
150'	GAC3455TOP	40	-	-
160'	GAC3455TOP	40	-	-
170'	GAC5655TOP	40	-	-
180'	GAC5655TOP	41	-	-
190'	GAC5655TOP	40	-	-
200'	GAC5655TOP	40	-	-
220'	GAC5655TOP	40	-	-
240'	GAC3455TOP	38	GAC3455TOP	46
260'	GAC3455TOP	40	GAC3455TOP	46
280'	GAC3455TOP	38	GAC5655TOP	44
300'	GAC3455TOP	40	GAC5655TOP	44
320'	GAC3455TOP	37	GAC5655TOP	45
340'	GAC3455TOP	38	GAC5655TOP	45

45GSR 110MPH				
Tower Height	Inner Rod Number	Inner Rod Angle	Outer Rod Number	Outer Rod Angle
40'	GAC3455TOP	48	-	-
50'	GAC3455TOP	49	-	-
60'	GAC3455TOP	49	-	-
70'	GAC3455TOP	43	-	-
80'	GAC3455TOP	42	-	-
90'	GAC3455TOP	43	-	-
100'	GAC3455TOP	44	-	-
110'	GAC3455TOP	41	-	-
120'	GAC3455TOP	41	-	-
130'	GAC3455TOP	41	-	-
140'	GAC3455TOP	42	-	-
150'	GAC5655TOP	40	-	-
160'	GAC5655TOP	40	-	-
170'	GAC5655TOP	40	-	-
180'	GAC5655TOP	40	-	-
190'	GAC5655TOP	40	-	-
200'	GAC5655TOP	40	-	-
220'	GAC5655TOP	40	-	-
240'	GAC3455TOP	39	GAC5655TOP	45
260'	GAC3455TOP	40	GAC5655TOP	45
280'	GAC3455TOP	39	GAC5655TOP	43
300'	GAC3455TOP	40	GAC5655TOP	44
320'	GAC5655TOP	40	GAC5655TOP	44
340'	GAC5655TOP	40	GAC5655TOP	44

See the following page for 45GSR | 130mph anchor rod slopes.



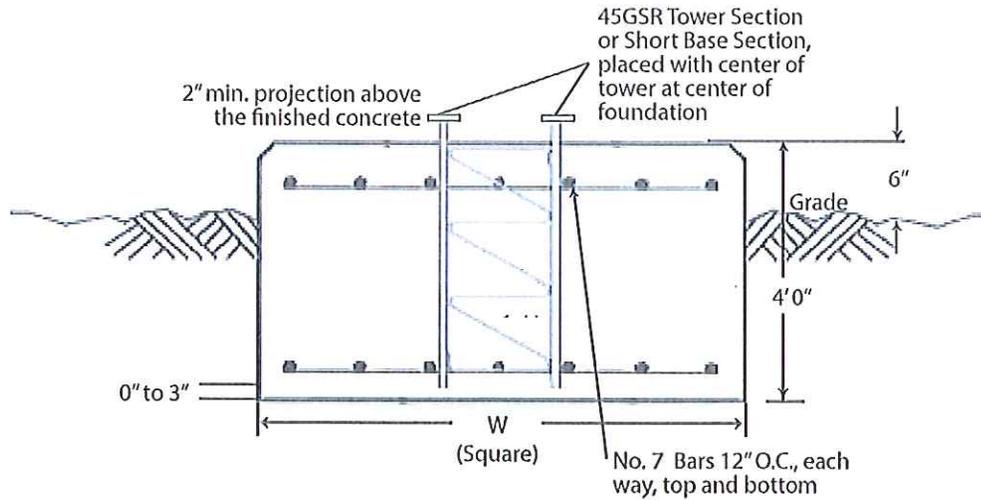
ANCHOR ROD INSTALLATION ANGLES



45GSR 130MPH				
Tower Height	Inner Rod Number	Inner Rod Angle	Outer Rod Number	Outer Rod Angle
40'	GAC3455TOP	48	-	-
50'	GAC3455TOP	48	-	-
60'	GAC3455TOP	45	-	-
70'	GAC3455TOP	42	-	-
80'	GAC3455TOP	42	-	-
90'	GAC3455TOP	43	-	-
100'	GAC3455TOP	43	-	-
110'	GAC5655TOP	40	-	-
120'	GAC5655TOP	40	-	-
130'	GAC5655TOP	41	-	-
140'	GAC5655TOP	41	-	-
150'	GAC5755TOP	39	-	-
160'	GAC5755TOP	38	-	-
170'	GAC5755TOP	39	-	-
180'	GAC5755TOP	39	-	-
190'	GAC5755TOP	37	-	-
200'	GAC5755TOP	38	-	-
220'	GAC5755TOP	38	-	-
240'	GAC5655TOP	40	GAC5655TOP	45
260'	GAC5655TOP	41	GAC5655TOP	45
280'	GAC5755TOP	38	GAC5755TOP	42
300'	GAC5755TOP	39	GAC5755TOP	43
320'	GAC5755TOP	37	GAC5655TOP	43
340'	GAC5755TOP	38	GAC5655TOP	43

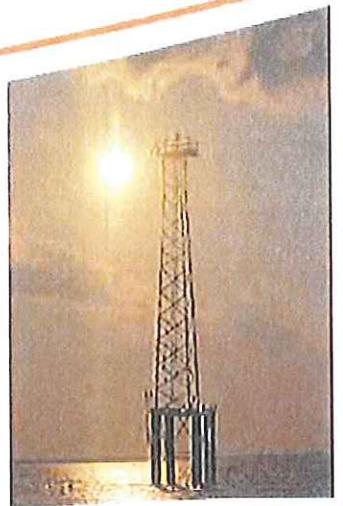
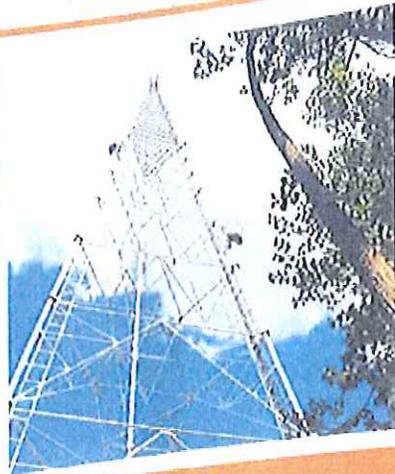
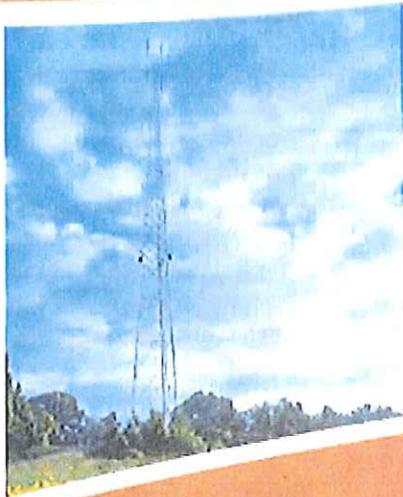
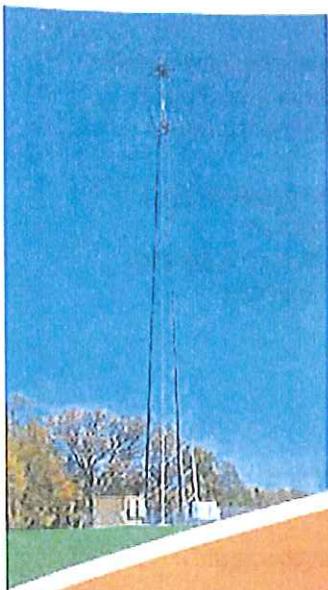


STANDARD MAT FOUNDATION FOR 45GSR TOWERS



Base	Mat Width (W)	Concrete Vol. (Cu. Yds.)
FB1G	4' - 6"	3.0
FB2G	5' - 3"	4.1
FB3G	6' - 3"	5.8

SELF-SUPPORTING TOWERS





STANDARD G-SERIES SELF-SUPPORTING



G-SERIES SELF-SUPPORTING

GENERAL USE

The self-supporting G-Series towers offer an easy, low-cost solution to get light weight antennas in the air quickly. By using the G-Series tower as a self-supporting structure, you minimize land area usage. They are functional in a wide variety of wind speeds. See ROHN's standard designs to help identify the right structure for your project. These are the same sturdy, robust tower sections that ROHN has fabricated for years. Each larger model allows for more loading capacity.

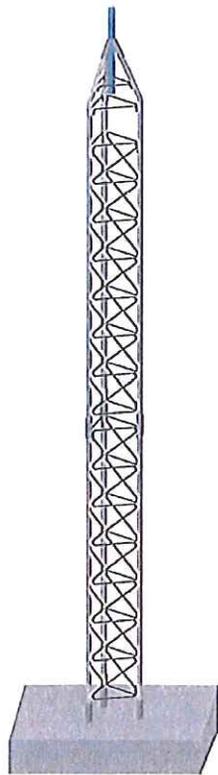
FEATURES

- Completely hot-dip galvanized after fabrication
- Cross bracing is formed by a continuous solid rod bracing fashioned into a zig-zag pattern for strength
- Pre-engineered loading charts meet varying individual specs and site conditions
- Typical uses include: small dishes, broadband, security and two-way communication
- All towers have 'fixed' bases

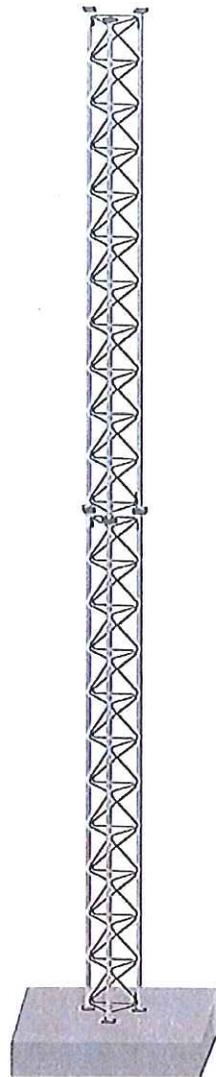
KITS

The kit part numbers for ROHN Self-Supporting G-Series towers include:

- Short base for embedment in concrete
- Rev F ground kit
- All tower sections and connection hardware
- Tapered top (25G and 45G towers)
- Top plate (55G towers)
- Cap plate kit (65G towers)



Typical Self-Supporting 25G, 45G and 55G Tower



Typical Self-Supporting 45GSR and 65G Tower

Per Rev G requirements, any structure greater than 10' requires a climber safety device. Please see page 209 for ordering information.



G SERIES
REV. F ALLOWABLE ANTENNA AREAS (SQ. FT.)

70 MPH
Fastest Mile

70 MPH Fastest Mile Wind Speed - No Ice								
Height	25G		45G		55G		65G	
	FT ²	Part No.						
10'	19.7	25SS010	42.5	45SS010	75.0	55SS010	95.0	65SS010
20'	14.2	25SS020	22.0	45SS020	43.0	55SS020	95.0	65SS020
30'	6.4	25SS030	12.0	45SS030	26.0	55SS030	76.2	65SS030
35'	3.6	25SS035	8.7	45SS035	21.9	55SS035	61.2	65SS035
40'	1.5	25SS040	5.1	45SS040	15.0	55SS040	48.8	65SS040
45'			2.3	45SS045	11.4	55SS045	39.0	65SS045
50'					6.5	55SS050	29.3	65SS050
55'					4.0	55SS055	24.4	65SS055
60'					0.8	55SS060	18.4	65SS060
70'							8.7	65SS070
80'							0.9	65SS080

80 MPH
Fastest Mile

80 MPH Fastest Mile Wind Speed - No Ice								
Height	25G		45G		55G		65G	
	FT ²	Part No.						
10'	14.3	25SS010	30.0	45SS010	57.0	55SS010	95.0	65SS010
20'	9.0	25SS020	16.0	45SS020	30.0	55SS020	85.0	65SS020
30'	3.7	25SS030	7.5	45SS030	17.0	55SS030	55.8	65SS030
35'	1.4	25SS035	4.7	45SS035	14.5	55SS035	44.0	65SS035
40'			1.4	45SS040	8.0	55SS040	34.1	65SS040
45'					5.9	55SS045	26.2	65SS045
50'					1.5	55SS050	19.7	65SS050
55'							14.5	65SS055
60'							9.4	65SS060
70'							1.3	65SS070

90 MPH
Fastest Mile

90 MPH Fastest Mile Wind Speed - No Ice								
Height	25G		45G		55G		65G	
	FT ²	Part No.						
10'	10.5	25SS010	25.0	45SS010	45.0	55SS010	95.0	65SS010
20'	6.9	25SS020	11.0	45SS020	23.0	55SS020	65.0	65SS020
30'	1.7	25SS030	4.0	45SS030	12.0	55SS030	40.0	65SS030
35'			1.9	45SS035	9.4	55SS035	32.2	65SS035
40'					4.0	55SS040	24.1	65SS040
45'					2.2	55SS045	17.7	65SS045
50'							14.5	65SS050
55'							7.7	65SS055
60'							3.3	65SS060

Note: Antenna areas, ft.², assume all round antenna members.

NO ICE



G SERIES
REV. G EFFECTIVE PROJECTED AREA (SQ. FT.)

90 MPH
3-Second Gust

Table with 15 columns: Height, 25G (EPA, Part No.), 45G (EPA, Part No.), 45GSR (EPA, Part No.), 55G (EPA, Part No.), 65G (EPA, Part No.). Rows for heights 10' to 60'.

100 MPH
3-Second Gust

Table with 15 columns: Height, 25G (EPA, Part No.), 45G (EPA, Part No.), 45GSR (EPA, Part No.), 55G (EPA, Part No.), 65G (EPA, Part No.). Rows for heights 10' to 60'.

110 MPH
3-Second Gust

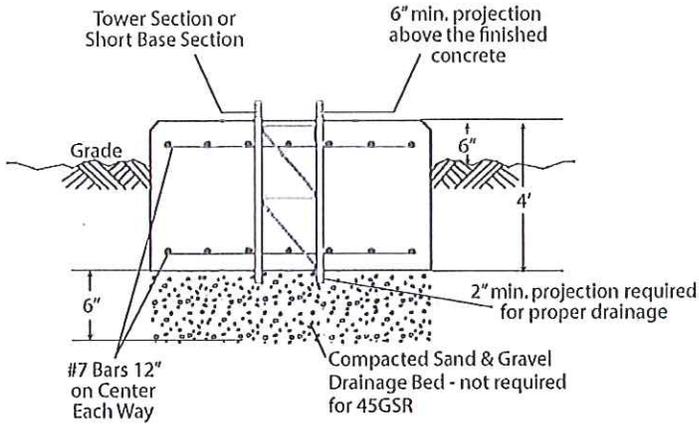
Table with 15 columns: Height, 25G (EPA, Part No.), 45G (EPA, Part No.), 45GSR (EPA, Part No.), 55G (EPA, Part No.), 65G (EPA, Part No.). Rows for heights 10' to 60'.

NOICE

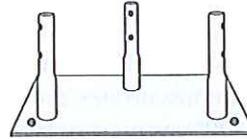
Note: Antenna areas, ft.², assume all round antenna members.



SELF-SUPPORTING G-SERIES FOUNDATIONS

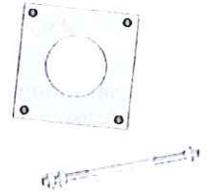


ELEVATION VIEW
25G (shown), 45G & 55G
SELF-SUPPORTING TOWER FOUNDATION



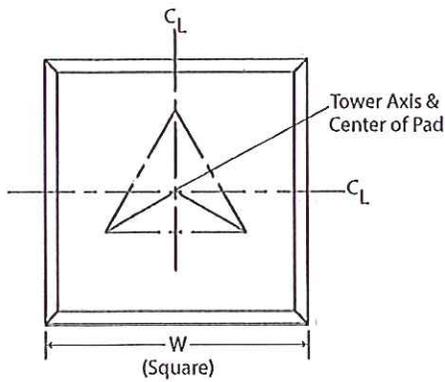
CONCRETE BASE PLATE WITH ANCHORS
25GSSB
FOR USE WITH SELF-SUPPORTING 25G TOWERS.

ALTERNATIVE TO USING SHORT BASE. BASE BOLTS & TEMPLATE MUST BE ORDERED SEPARATELY.



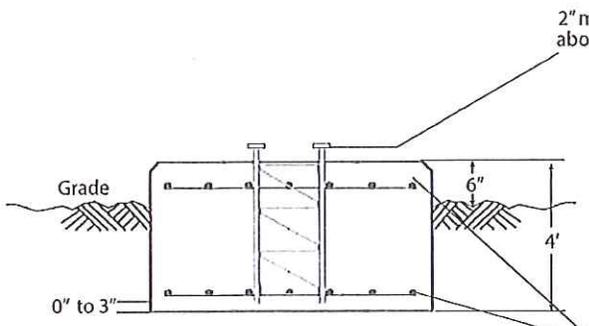
BASE BOLTS & TEMPLATE
KH8175A

FOR USE WITH 25GSSB IN SELF-SUPPORTING 25G TOWER APPLICATIONS. KIT INCLUDES (1) TEMPLATE & (4) BASE BOLTS.



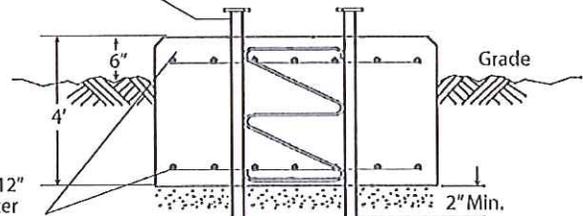
PLAN VIEW

Tower	Mat Width (W)	Concrete Volume (Cu. Yds.)
25G	4'-0"	2.4
45G	5'-3"	4.1
55G	6'-0"	5.3
45GSR 65G	7'-9"	8.9



ELEVATION VIEW
45GSR
SELF-SUPPORTING TOWER FOUNDATION

2" min. projection above the finished concrete



ELEVATION VIEW
65G
SELF-SUPPORTING TOWER FOUNDATION



SELF-SUPPORTING G-SERIES DESIGN NOTES

1. Tower designs are in accordance with approved national standard ANSI/EIA-222-F and ANSI/TIA-222G, Structure Class I, Exposures B and C, Topographic Category I.
2. All towers must have "fixed" bases. Pinned bases may not be used.
3. Designs assume transmission lines symmetrically placed as follows:
 - 25G Tower - One 5/8" Line on each face (Total =3)
 - 45G Tower - One 7/8" Line and one 1/2" line on each face (Total = 3 @ 7/8" & 3 @ 1/2")
 - 55G & 65G Towers - Two 7/8" Lines on each face (Total =6)
4. Antennas and mounts assumed symmetrically placed at tower apex.
5. Rev F tabulated allowable antenna areas assume all round antenna members.
6. Allowable flat-plate antenna areas, based on EIA RS-222-C, may be obtained by multiplying Rev. F Antenna areas shown by 0.6.
7. Standard foundation designs are based on Rev. F normal soil and Rev. G presumptive clay soil parameters.

Refer to pages 147-153 for General Installation and Foundation Notes.





SELF-SUPPORTING TOWERS

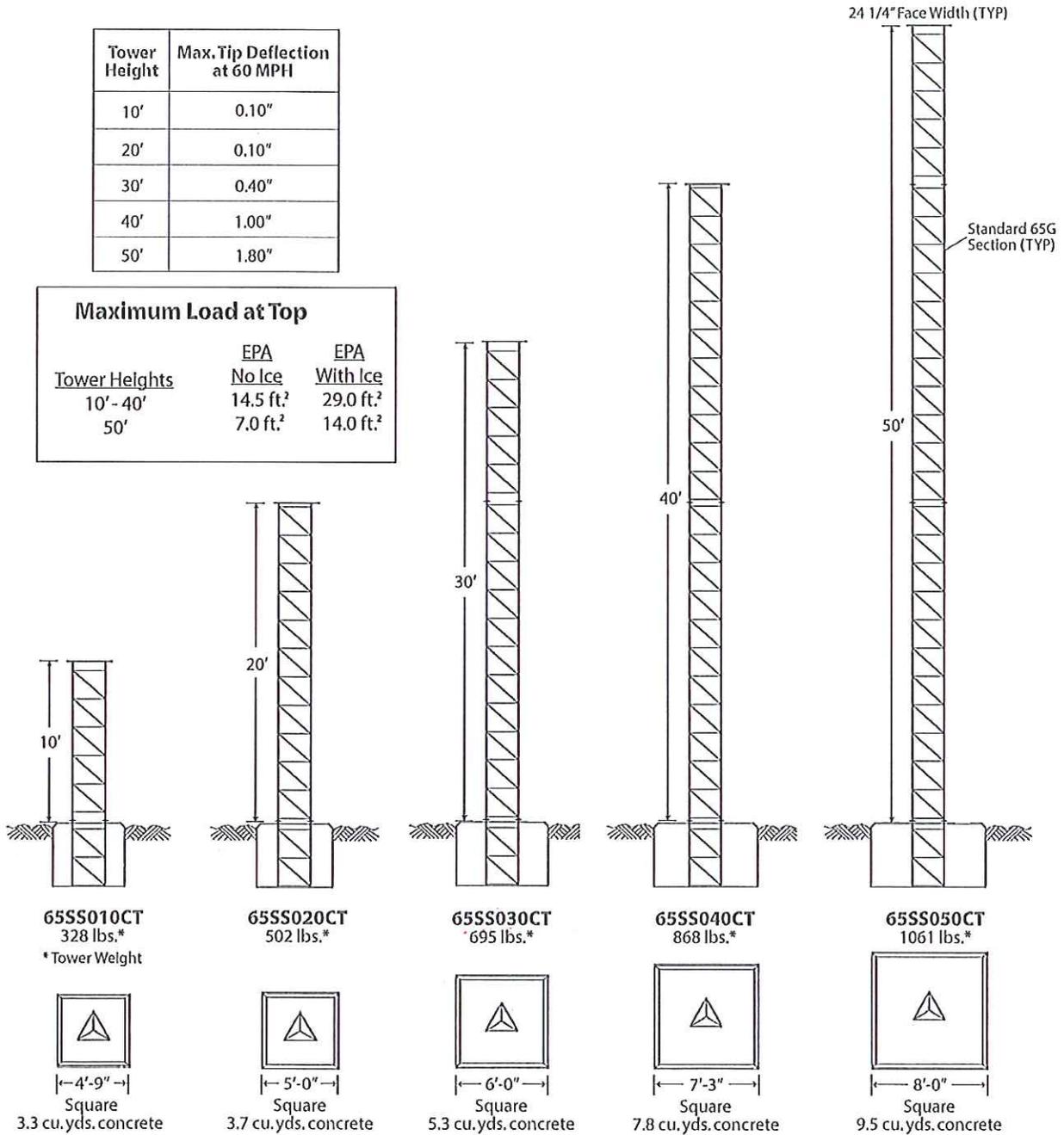
STANDARD 65G SELF-SUPPORTING CAMERA TOWERS (all-welded)

REV. G: 110 MPH 3-SEC GUST WIND SPEED (NO ICE),
 40 MPH 3-SEC GUST WIND SPEED (3/4" ICE),
 CLASS II, EXPOSURE C, TOPO CATEGORY 1
 SEISMIC COEFFICIENT $S_s \leq 1.0$

Tower Height	Max. Tip Deflection at 60 MPH
10'	0.10"
20'	0.10"
30'	0.40"
40'	1.00"
50'	1.80"

Tower Heights	Maximum Load at Top	
	EPA No Ice	EPA With Ice
10' - 40'	14.5 ft. ²	29.0 ft. ²
50'	7.0 ft. ²	14.0 ft. ²

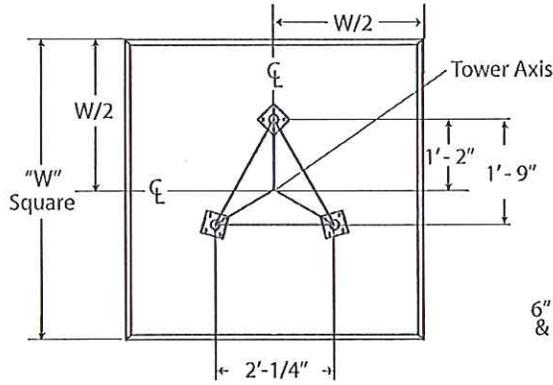
ALL WELDED



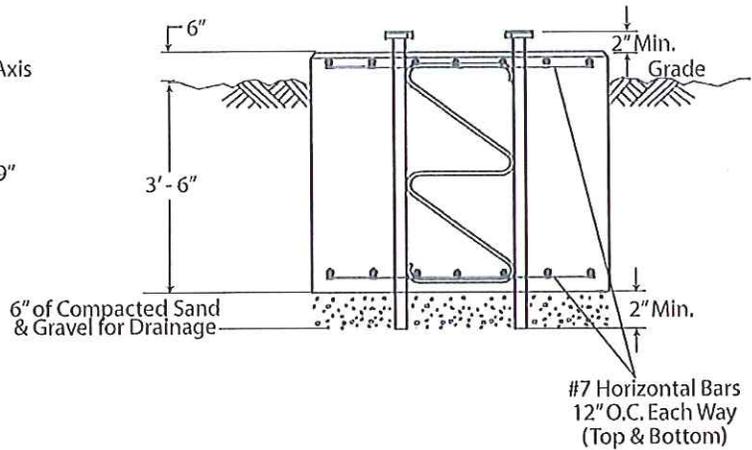
Includes short base section, tower sections, Rev G grounding material and 3/16" top mounting plate with attachment hardware.
 Per Rev. G requirements, any structure greater than 10' requires a climber safety device.
 Please see page 173 for ordering information.



65G CAMERA TOWERS STANDARD FOUNDATION DETAILS

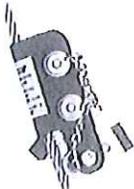


See tower elevation page for "W" dimension.



#7 Horizontal Bars
12" O.C. Each Way
(Top & Bottom)

ACCESSORIES

 <p>ANTI-CLIMB PANELS VW915A ORDERED SEPARATELY</p>	 <p>CLIMBING HARNESS TTFBH-4D JOURNEYMAN HARNESS TTFBH-C/P PROFESSIONAL HARNESS</p>	 <p>SAFETY CABLE SLIDER WITH CARABINEER TT-WG-500-W/SMC</p>	<p>SAFETY CABLE SYSTEM TT05065 FITS ALL TOWER HEIGHTS</p>
---	---	--	--

GENERAL NOTES

1. Tower designs are in accordance with ANSI/TIA/222-G.
2. Camera and mount assumed symmetrically placed at tower top.
3. Tower design assumes one 7/8" line on each tower face.
4. Assembly drawings and standard foundation details are provided with the tower.
5. Standard foundation illustrated is for general information only and is based on Rev G presumptive clay soil parameters.



SELF-SUPPORTING TOWERS

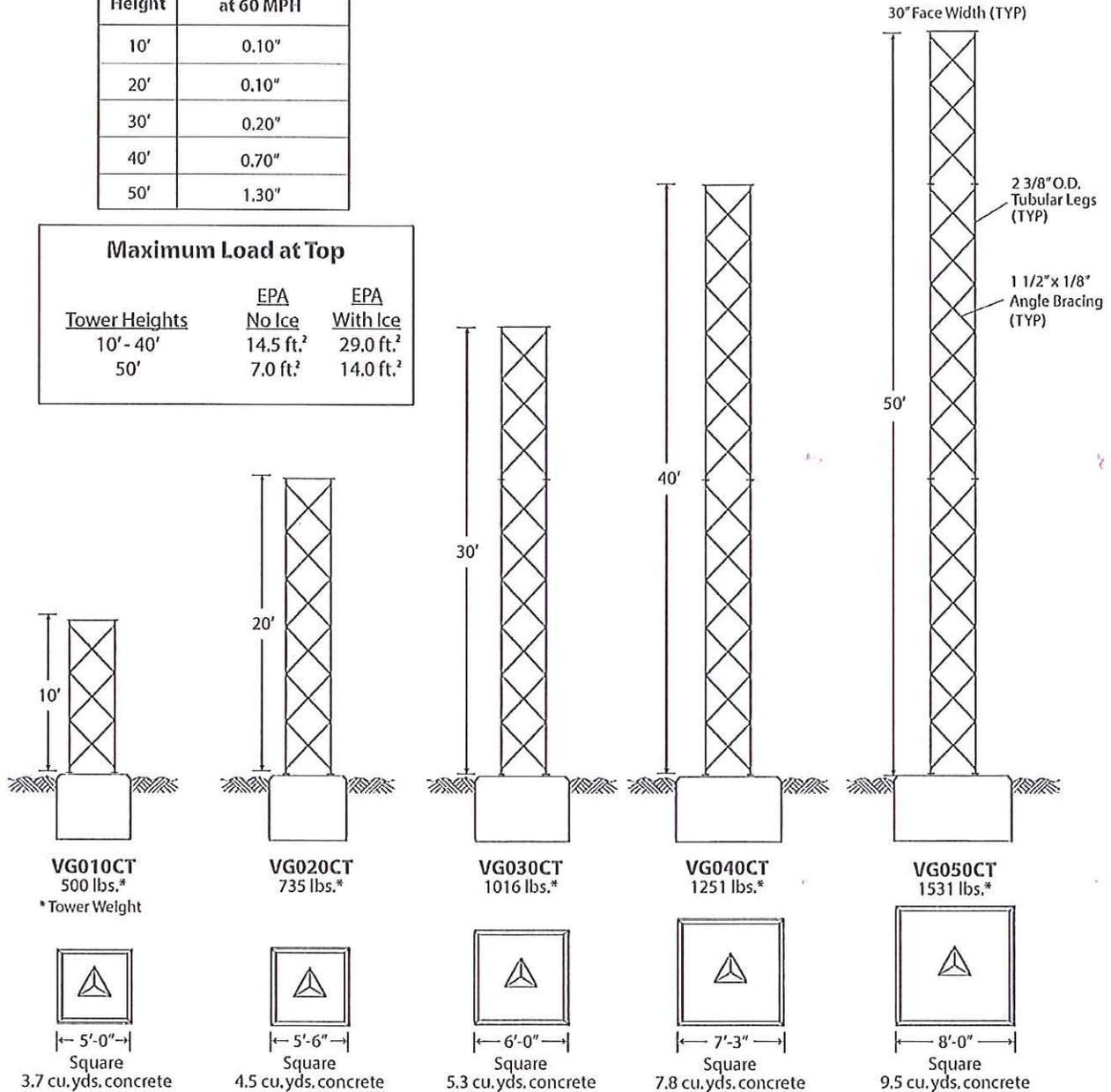
STANDARD VG SELF-SUPPORTING CAMERA TOWERS (field bolted)

REV. G: 110 MPH 3-SEC GUST WIND SPEED (NO ICE),
40 MPH 3-SEC GUST WIND SPEED (3/4" ICE),
CLASS II, EXPOSURE C, TOPO CATEGORY 1
SEISMIC COEFFICIENT $S_s \leq 1.0$

Tower Height	Max. Tip Deflection at 60 MPH
10'	0.10"
20'	0.10"
30'	0.20"
40'	0.70"
50'	1.30"

Maximum Load at Top		
Tower Heights	EPA No Ice	EPA With Ice
10' - 40'	14.5 ft. ²	29.0 ft. ²
50'	7.0 ft. ²	14.0 ft. ²

KNOCKED DOWN



Includes anchor bolts, templates, tower sections, Rev G grounding material, 1/2" top mounting plate with attachment hardware and step bolts.

Per Rev. G requirements, any structure greater than 10' requires a climber safety device.

See page 175 for ordering information.

174

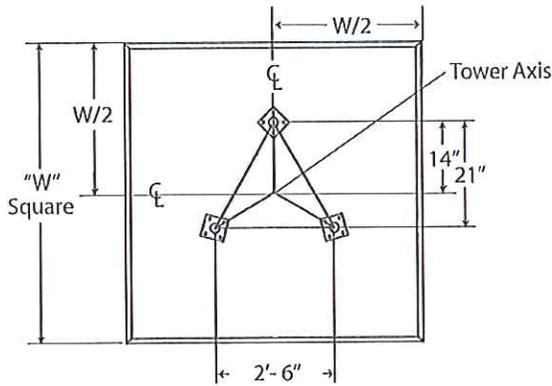


Phone (309) 566-2000 • Fax (309) 566-3079 • www.rohnel.com • The Industry Standard

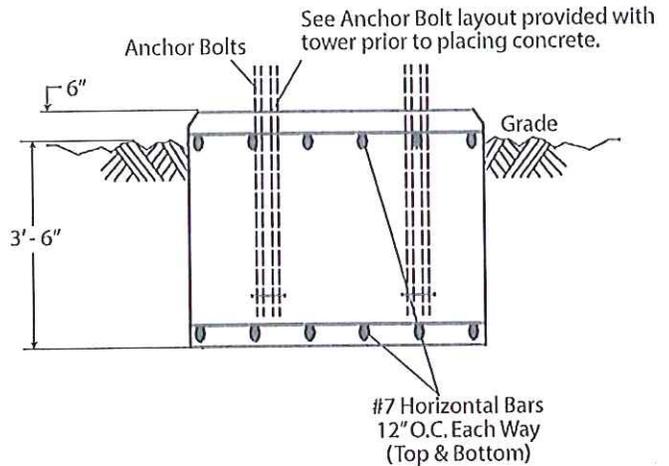
300 E. ILLINOIS ST. GAITHERSBURG, MD 20878



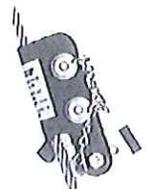
VG CAMERA TOWERS STANDARD FOUNDATION DETAILS



See tower elevation page for "W" dimensions.



ACCESSORIES

 <p>ANTI-CLIMB PANELS VW917A ORDERED SEPARATELY</p>	 <p>CLIMBING HARNESS TTFBH-4D JOURNEYMAN HARNESS TTFBH-C/P PROFESSIONAL HARNESS</p>	 <p>SAFETY CABLE SLIDER WITH CARABINEER TT-WG-500-W/SMC</p>	<p>SAFETY CABLE SYSTEM TT050SSL FITS ALL TOWER HEIGHTS</p>
---	---	--	---

GENERAL NOTES

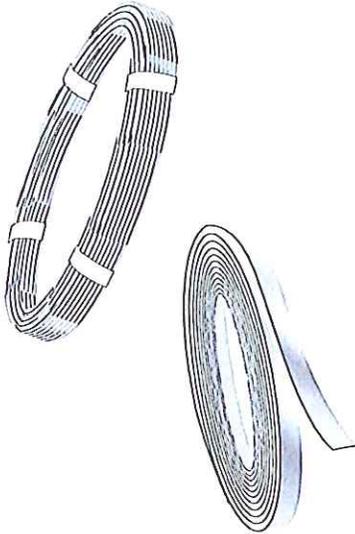
1. Tower designs are in accordance with ANSI/TIA/222-G.
2. Camera and mount assumed symmetrically placed at tower top.
3. Tower design assumes one 7/8" line on each tower face.
4. Assembly drawings and standard foundation details are provided with the tower.
5. Standard foundation illustrated is for general information only and is based on Rev G presumptive clay soil parameters.

Refer to pages 147-153 for Foundation General Notes.



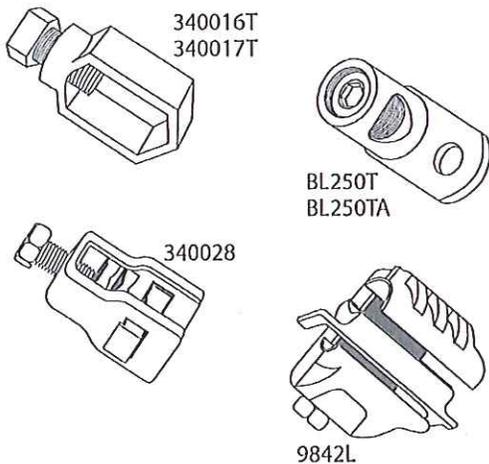
ROHN GROUNDING

WIRE & STRAP, COPPER



Description	Part No.	Wt.
#10 Solid Copper Wire	CW10S	32
#6 Solid Copper Wire	CW6S	80
#4 Stranded Copper Wire	CW4ST	129
#4 Solid Copper Wire	CW4S	127
#2 Solid Copper Wire	CW2S	201
#1/0 Stranded Copper Wire	CW1/0ST	326
#2/0 Stranded Copper Wire	CW2/0ST	411
#4/0 Stranded Copper Wire	CW4/0ST	653
2" x .021 Copper Strap	340039	168
3" x .021 Copper Strap	340040	251
8' x 24' Copper Ground Screen	340007	32

NOTE: Stock levels vary. Allow sufficient time for delivery.



GROUND LUGS & CLAMPS

Description	Part No.	Wt.
Tinned Clamp for 5/8" Copper Ground	340017T	18/100
Tinned Clamp for 3/4" Copper Ground	340016T	25/100
Ground Lug, #2 through #4/0 wire	BL250T	16/100
Ground Lug with 1/4" bolt, nut, washer #2 through #4/0 wire	BL250TA	20/100
Guy Wire Ground Clamp for use with 3/16 - 1/2 guy wire	340028	14/100
Guy Wire Ground Clamp for use with 7/8 - 1 guy wire	9842L	76/100
Guy Wire Ground Clamp for use with 9/16 - 3/4 guy wire	SSC25/875	30/100



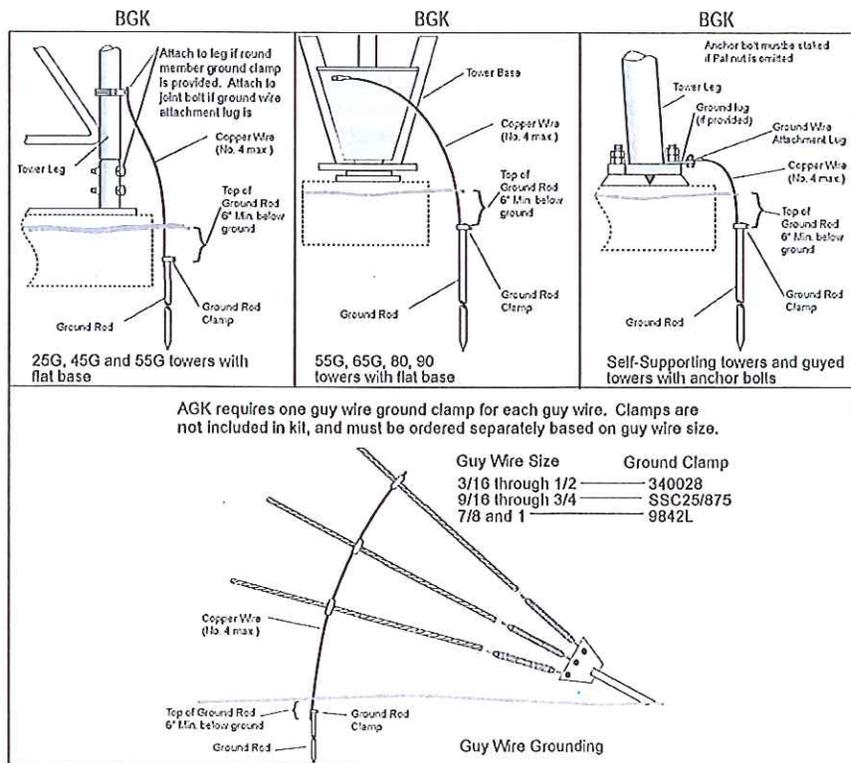
ROHN GROUNDING

GROUNDING KITS, REV. F

See drawings shown below for configurations. Note that towers and guy configuration shown are for general examples only and may not duplicate all possible installations.

AGK requires one guy wire ground clamp for each guy wire. These clamps are not included in kit, and must be ordered separately.

Description	Part No.	Wt.
Base Grounding Kit consisting of: 1- 5/8" x 8" Ground Rod 1- Rod Clamp 1- Tower Attachment Lug With Hdw. 10' - #4 Solid Copper Wire	BGK	10
Anchor Wire Grounding Kit for 3 anchors consisting of: 3- 5/8" x 8" Ground Rod 3- Rod Clamp 9 - Guy Wire Ground Clamps 45' - #6 Stranded Copper Wire	AGK	30



AGK



ROHN GROUNDING

Type EJ equalizer plates are used with eye and jaw turnbuckles.

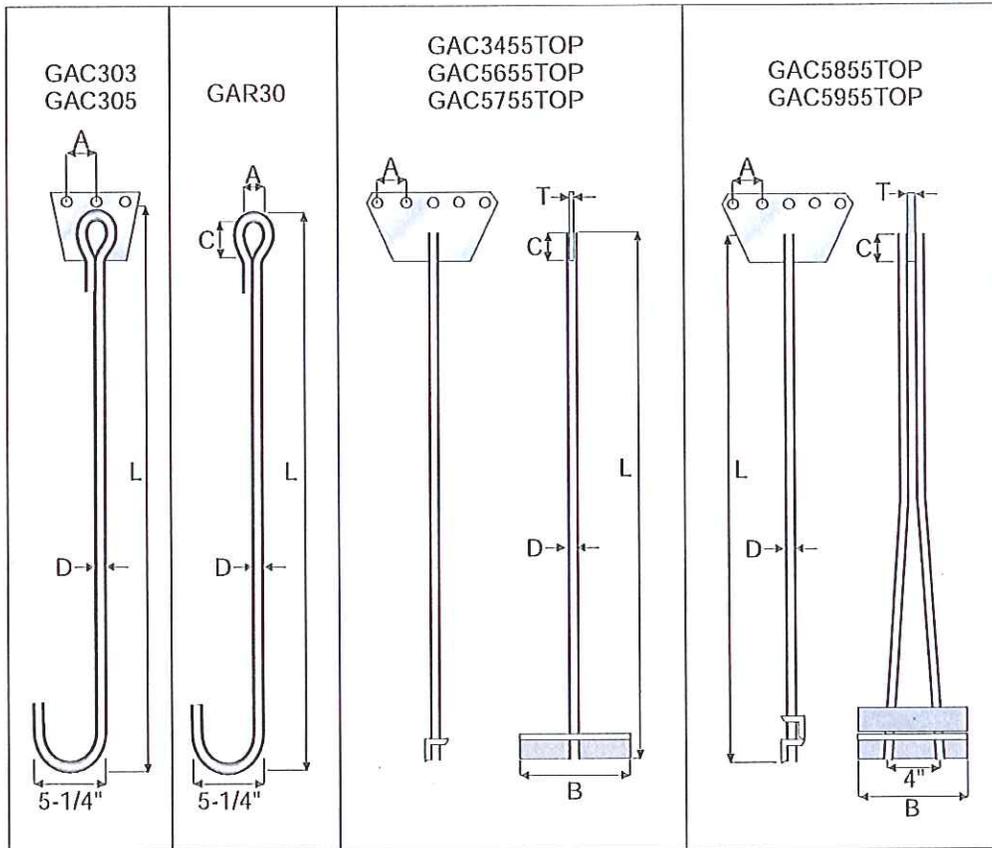
Type EE equalizer plates are supplied in pairs for eye and eye turnbuckles.

Part number suffixes 3, 5 and 55 denote 3 or 5 holes in plates.

Type GAC30 and GAC305 rods are supplied with type EP25343 or EP25345 equalizer plates.

ANCHOR RODS

L	A	B	C	D	T	Part No.	Equalizer Plate No.	Weight
84	1		2	5/8		GAR30	EYE	9
84	2			5/8	3/16	GAC303	EE	13
84	2			5/8	3/16	GAC305	EE	14
84	2	12	2-1/2	3/4	3/8	GAC3455TOP	EJ	25
120	2-1/2	12	3	1-1/4	1/2	GAC5655TOP	EJ	65
168	3	12	4	1-7/16	3/4	GAC5755TOP	EJ	125
192	4	12	6	1-1/4	1	GAC5855TOP	EJ	220
240	4	18	6	1-7/16	1	GAC5955TOP	EJ	310



FILE NAME: dwg\j:\Data\8864TLW\dwg\ACAD-8374ALTA_REF.dwg 12 JUN 13 14:22



JFC ENGINEERS SURVEYORS

1515 NINTH STREET
ROCK SPRINGS, WY 82901
PHONE (307) 362-7519
FAX (307) 362-7569
<http://www.jfc-wyo.com>

**SOUTHWEST COUNSELING SERVICE
PROPOSED COMMUNICATIONS TOWER
ROCK SPRINGS, WYOMING**

DWN BY: TLW
DATE: 06/12/13

SCALE:
1"=100

FIGURE 1

FILE NAME: \\j:\Data\8864TLW\dwg\ACAD-8374ALTA_REF.dwg 12 JUN 13 14:22



JFC ENGINEERS SURVEYORS

1515 NINTH STREET
ROCK SPRINGS, WY 82901
PHONE (307) 362-7519
FAX (307) 362-7569
<http://www.jfc-wyo.com>

**SOUTHWEST COUNSELING SERVICE
PROPOSED COMMUNICATIONS TOWER
ROCK SPRINGS, WYOMING**

DWN BY: TLW
DATE: 06/12/13

SCALE:
1"=100'

FIGURE 1

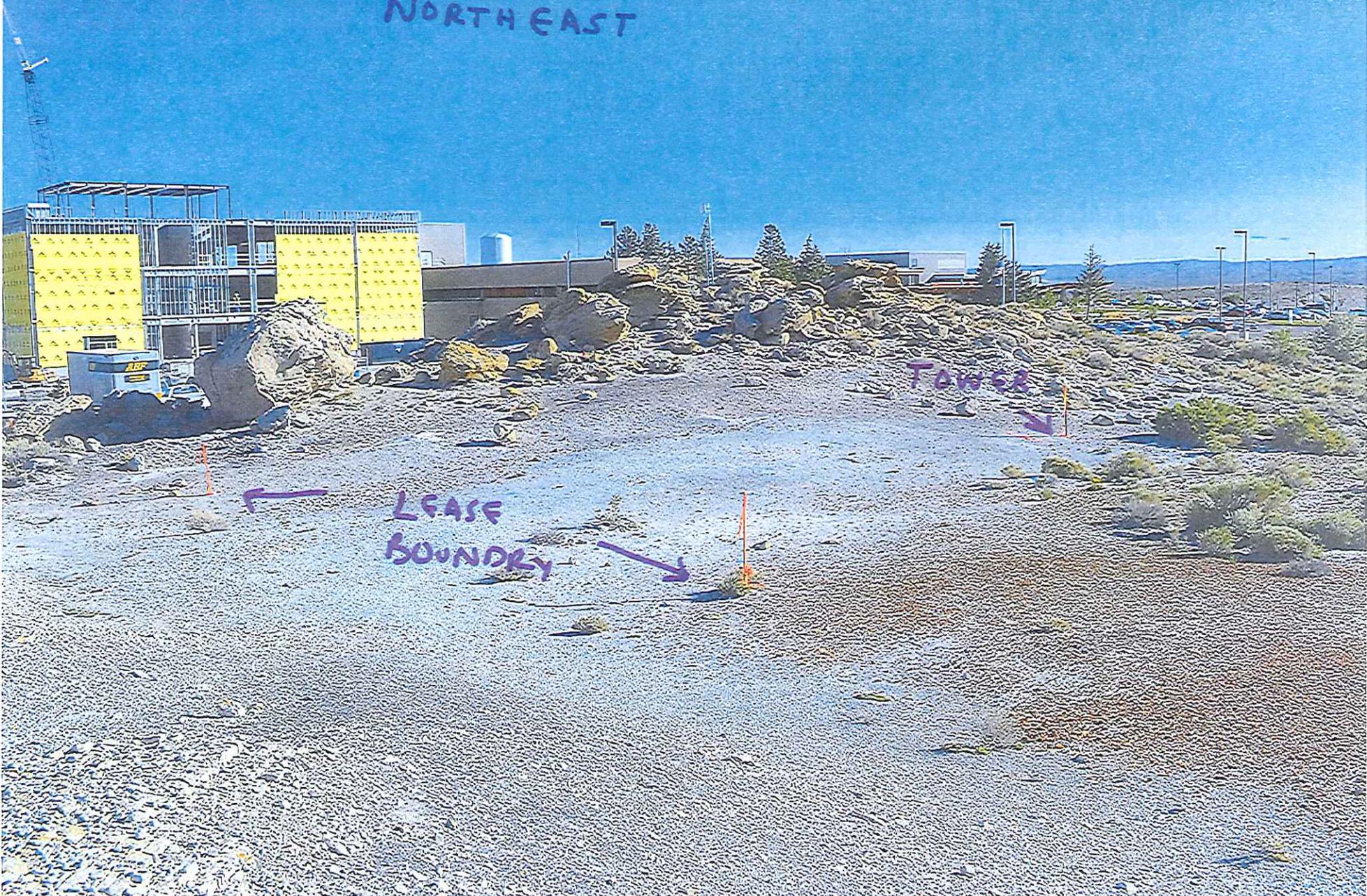
PROPOSED TOWER LOCATION



PROPOSED
TOWER LOCATION



PROPOSED LOCATION . LOOKING
NORTH EAST



LEASE
BOUNDARY

TOWER

LEASE BOUNDARY LOOKING
NORTH



LOOKING TOWARD MHSC
NEW CONSTRUCTION

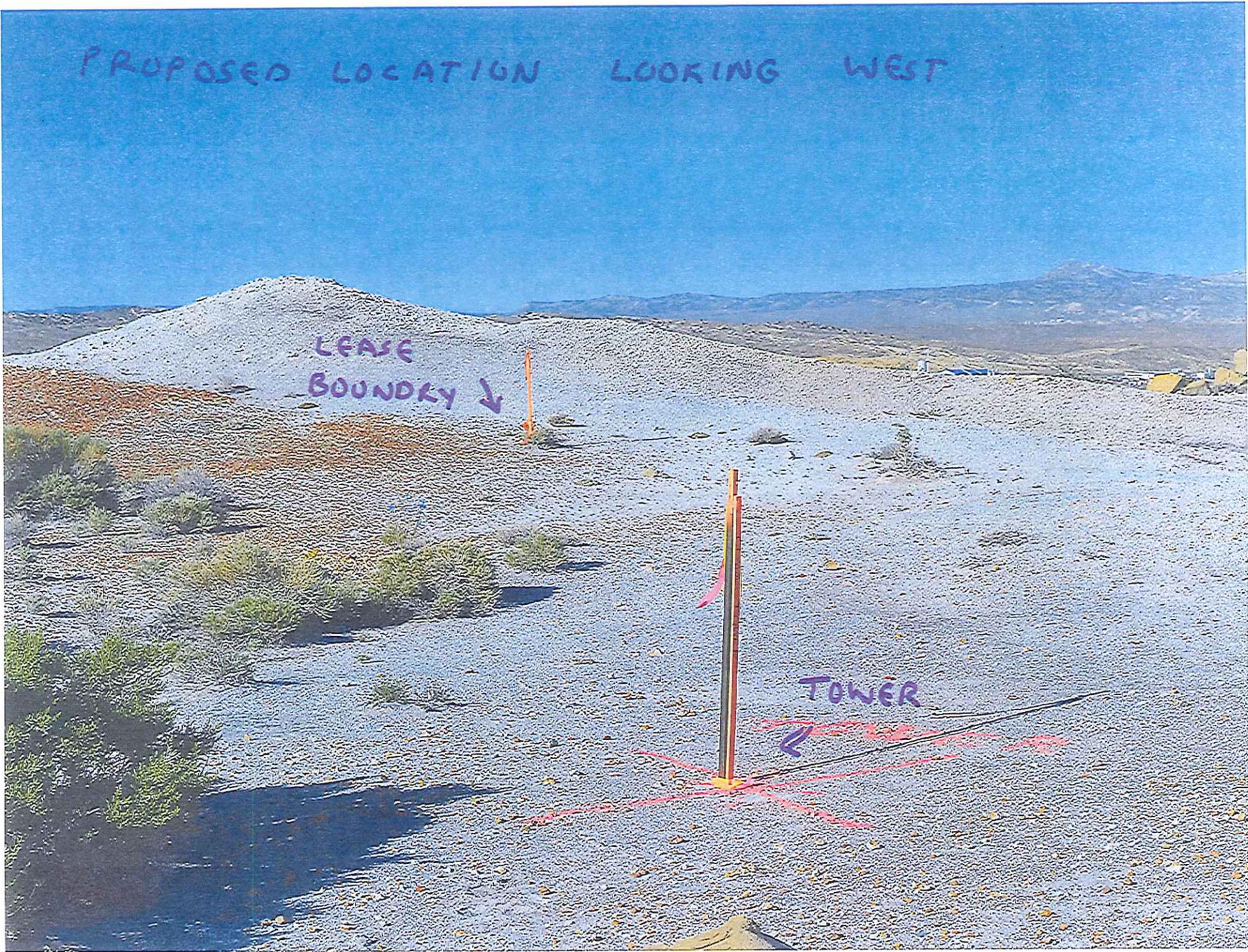
TOWER



PROPOSED LOCATION LOOKING WEST

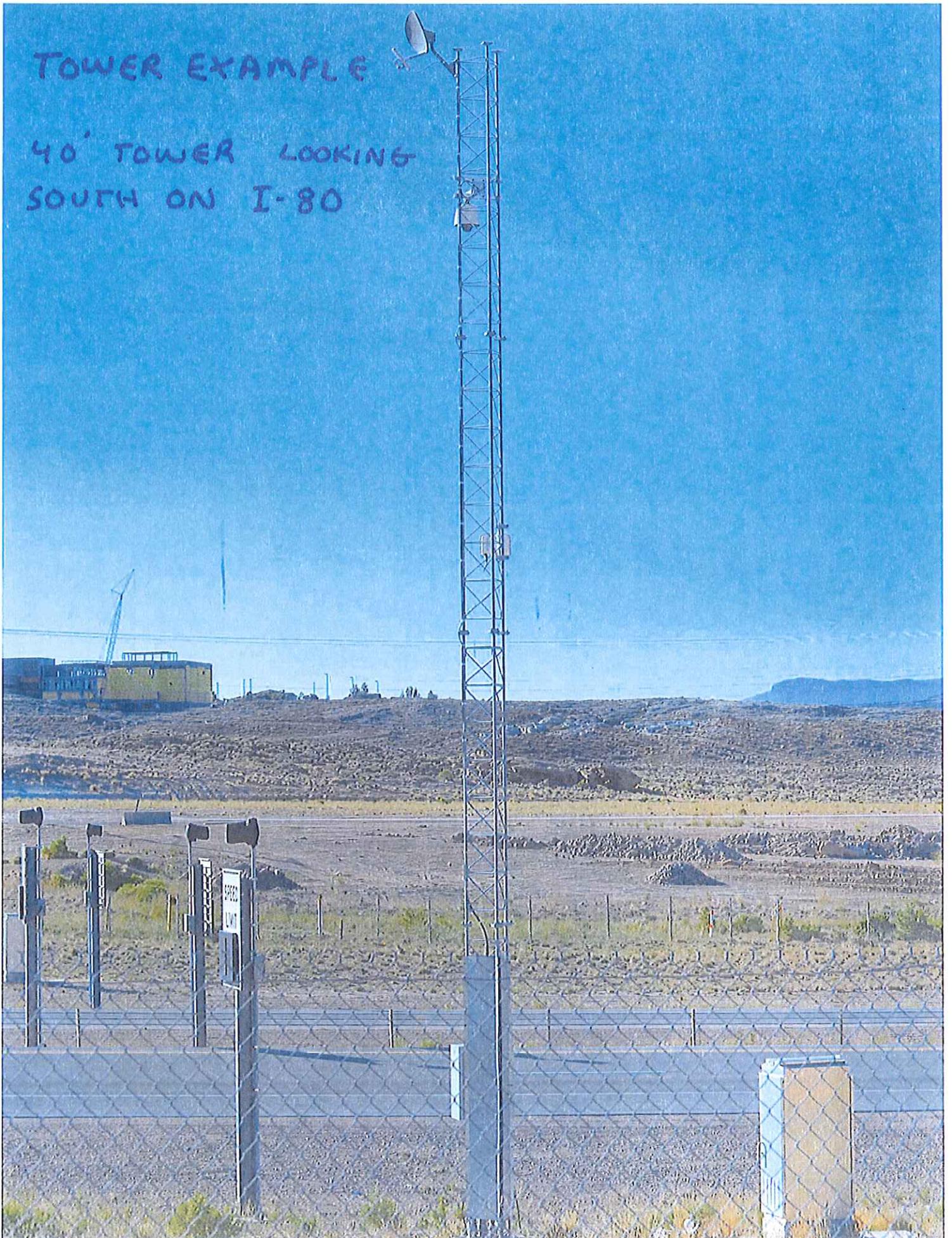
LEASE
BOUNDRY ↓

TOWER
←



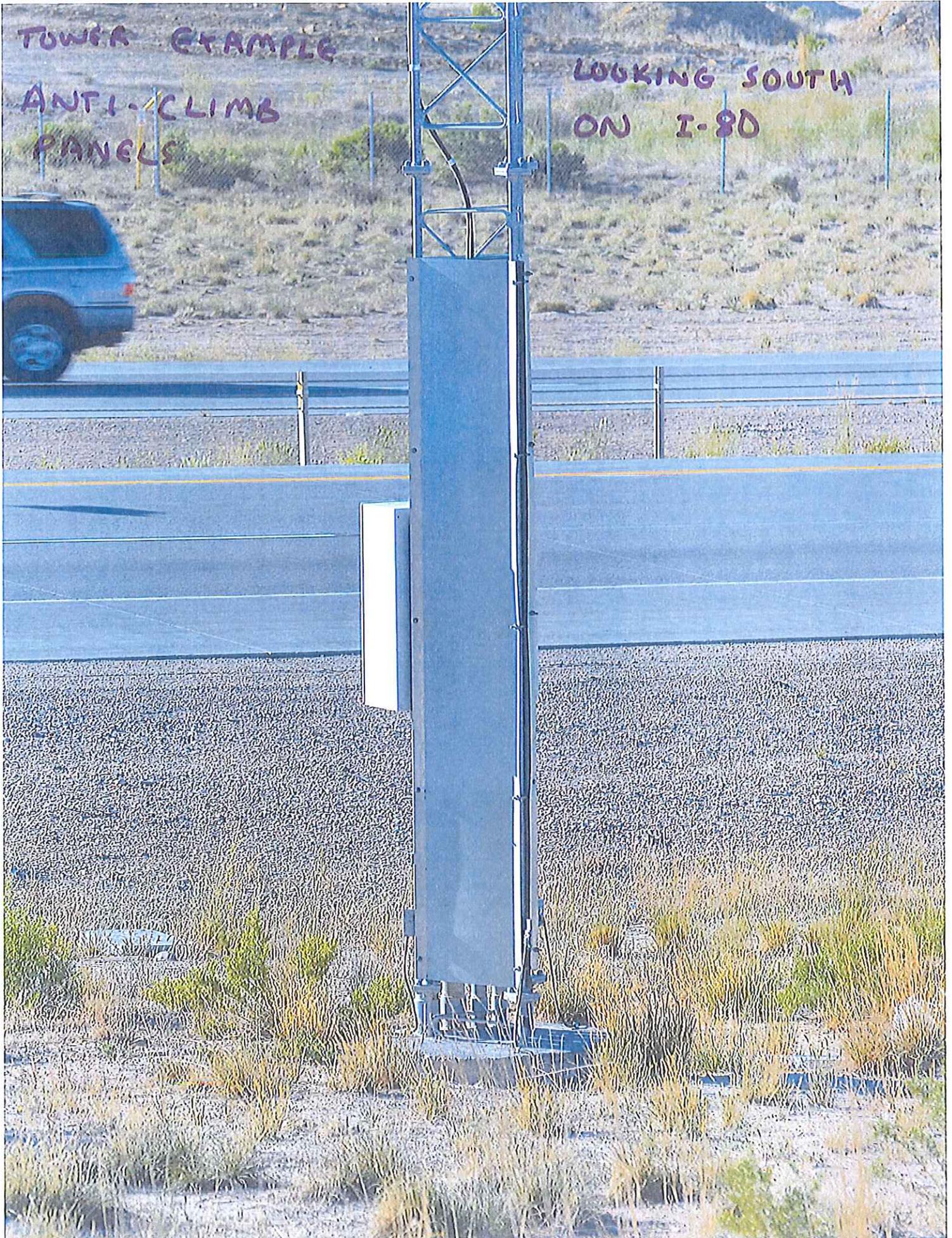
TOWER EXAMPLE

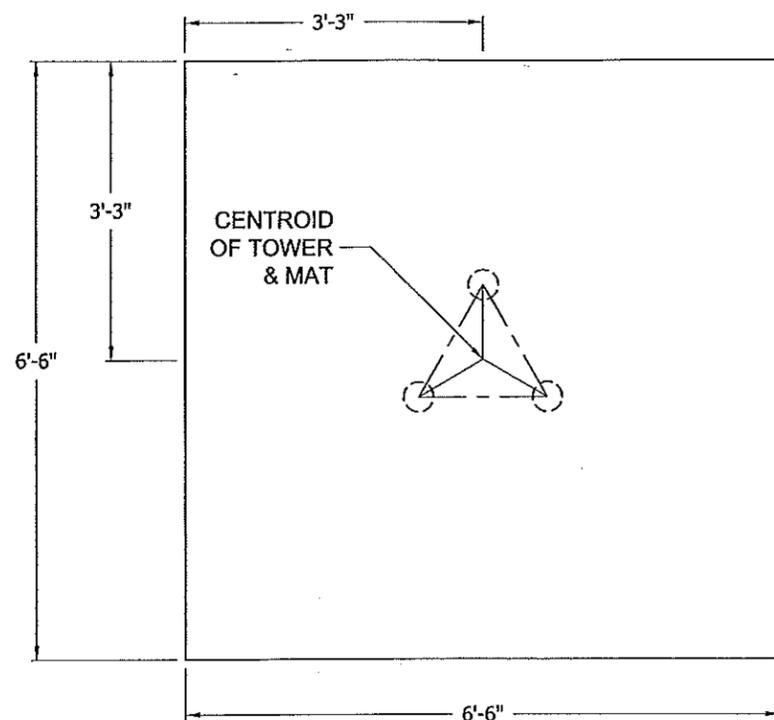
40' TOWER LOOKING
SOUTH ON I-80



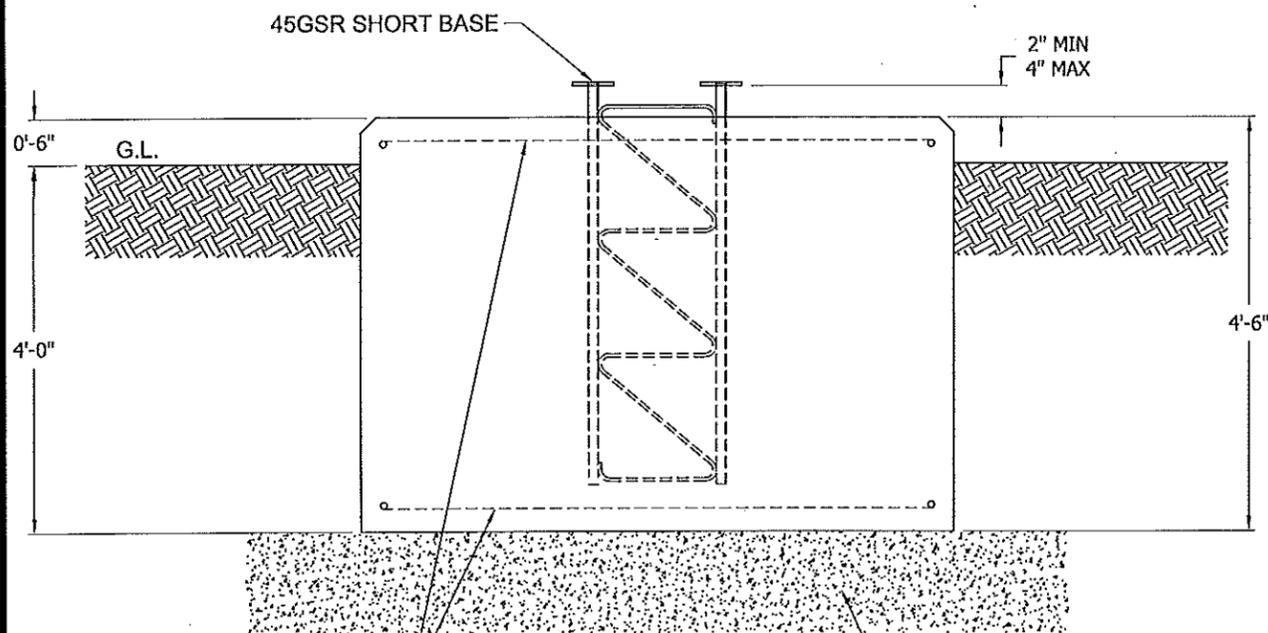
TOWER EXAMPLE
ANTI-CLIMB
PANELS

LOOKING SOUTH
ON I-80





PLAN VIEW



ELEVATION VIEW

FACTORED REACTIONS

Maximum O.T.M = 48.20 FT-K
 Total Tower Wt = 1.88 KIPS
 Total Shear = 1.50 KIPS
 Max. Shear/Leg = 0.82 KIPS
 Max. Ten./Leg = 39.30 KIPS
 Max. Comp./Leg = 40.70 KIPS

CONCRETE VOLUME

PAD = 7.0 cu.yds.

GENERAL NOTES

1. FOUNDATION DESIGN HAS BEEN DEVELOPED IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRINCIPLES AND PRACTICES WITHIN THE LIMITS OF THE SUBSURFACE DATA PROVIDED. FOUNDATION DESIGN MODIFICATIONS MAY BE REQUIRED IN THE EVENT THE FOLLOWING DESIGN PARAMETERS ARE NOT APPLICABLE FOR THE SUBSURFACE CONDITIONS ENCOUNTERED.
 - A) ULTIMATE SOIL BEARING PRESSURE ON STRUCTURAL BACKFILL PLACED AS DIRECTED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER AT 4 FT DEPTH = 6,000 PSF.
 - ALLOWABLE SOIL BEARING PRESSURE ON STRUCTURAL BACKFILL AT 4 FT DEPTH = 3,000 PSF.
 - B) GROUND WATER TABLE IS AT OR BELOW FOUNDATION DEPTH.
 - C) MAXIMUM FROST PENETRATION DEPTH LESS THAN FOUNDATION DEPTH.
2. WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES, SAFETY REGULATIONS AND UNLESS OTHERWISE NOTED, THE LATEST REVISION OF ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.
3. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE STATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
4. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER 4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. AS A MINIMUM, CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI (27.6 MPA) IN 28 DAYS. TYPE V CEMENT SHALL BE USED IN ALL CONCRETE.
5. MAXIMUM SIZE OF AGGREGATE SHALL NOT EXCEED SIZE SUITABLE FOR INSTALLATION METHOD UTILIZED OR 1/3 CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING. MAXIMUM SIZE MAY BE INCREASED TO 2/3 CLEAR DISTANCE PROVIDED WORKABILITY AND METHODS OF CONSOLIDATION SUCH AS VIBRATING WILL PREVENT HONEYCOMBS OR VOIDS.
6. REINFORCEMENT SHALL BE DEFORMED AND CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60 UNLESS OTHERWISE NOTED. SPLICES IN REINFORCEMENT SHALL NOT BE ALLOWED UNLESS OTHERWISE INDICATED.
7. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
8. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES (76 MM) UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3 INCH (76 MM) MINIMUM COVER ON REINFORCEMENT.
9. FOUNDATION DESIGN ASSUMES STRUCTURAL BACKFILL TO BE COMPACTED IN 8 INCH (200 MM) MAXIMUM LAYERS TO 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D698. ADDITIONALLY, STRUCTURAL BACKFILL MUST HAVE A MINIMUM COMPACTED UNIT WEIGHT OF 100 POUNDS PER CUBIC FOOT (16 KN/M3).
10. FOUNDATION DESIGN HAS BEEN BASED ON GEOTECHNICAL REPORT NO. 8872-13E DATED SEPTEMBER 2013 BY JFC ENGINEERS SURVEYORS.
11. FOUNDATION DEPTH INDICATED IS BASED ON THE GRADE LINE DESCRIBED IN THE REFERENCED GEOTECHNICAL REPORT. FOUNDATION MODIFICATION MAY BE REQUIRED IN THE EVENT CUT OR FILL OPERATIONS HAVE TAKEN PLACE SUBSEQUENT TO THE GEOTECHNICAL INVESTIGATION.
12. FOUNDATION DESIGN ASSUMES LEVEL GRADE AT STRUCTURE SITE.
13. FOUNDATION DESIGN ASSUMES THE RECOMMENDATIONS IN THE REFERENCED GEOTECHNICAL REPORT CONCERNING VERIFICATION OF SUBSURFACE CONDITIONS ARE IMPLEMENTED PRIOR TO PLACEMENT OF CONCRETE.
14. FOUNDATION INSTALLATION SHALL BE SUPERVISED BY PERSONNEL KNOWLEDGEABLE AND EXPERIENCED WITH THE PROPOSED FOUNDATION TYPE. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
15. FOUNDATION DESIGN ASSUMES INSTALLATION PROCEDURES WILL INCORPORATE THE PROCEDURES RECOMMENDED IN THE REFERENCED GEOTECHNICAL REPORT.
16. FOUNDATION DESIGN ASSUMES FIELD INSPECTIONS WILL BE PERFORMED TO VERIFY THAT CONSTRUCTION MATERIALS, INSTALLATION METHODS AND ASSUMED DESIGN PARAMETERS ARE ACCEPTABLE BASED ON CONDITIONS EXISTING AT THE SITE.
17. FOR FOUNDATION AND ANCHOR TOLERANCES SEE DRAWING A810214.
18. LOOSE MATERIAL SHALL BE REMOVED FROM BOTTOM OF EXCAVATION PRIOR TO CONCRETE PLACEMENT. SIDES OF EXCAVATION SHALL BE ROUGH AND FREE OF LOOSE CUTTINGS.
19. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS, INFILTRATION OF WATER OR SOIL AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.
20. CONCRETE PREFERABLY SHALL BE PLACED AGAINST UNDISTURBED SOIL. WHEN FORMS ARE NECESSARY, THEY SHALL BE REMOVED PRIOR TO PLACING STRUCTURAL BACKFILL.
21. TOP OF FOUNDATION OUTSIDE LIMITS OF ANCHOR BOLTS SHALL BE SLOPED TO DRAIN WITH A FLOATED FINISH. AREA INSIDE LIMITS OF ANCHOR BOLTS SHALL BE LEVEL WITH A SCRATCHED FINISH.
22. EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" X 3/4" (19MM X 19MM) MINIMUM.

NOTE: SEE STRUCTURE ASSEMBLY DRAWING FOR FOUNDATION LAYOUT AND ANCHORAGE EMBEDMENT DRAWING NUMBER.

FILE NO. 208064

REVISIONS				
REV.	DESCRIPTION	DWN	CHK	APP



PO BOX 5999
 PEORIA, IL 61601-5999
 TOLL FREE 800-727-ROHN

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**SOUTHWEST COUNSELING SERVICE
 MAT
 FOUNDATION DETAILS
 SOUTHWEST COUNSELING SERVICE, WY**

DWN: SM	CHK'D: HA	DATE: Sep/25/13
ENG'R: HA	SHEET #: 1 OF 1	
PRJ. ENG'R: SM	PRJ. MANG'R:	
DRAWING NO: 208064-01-F1		REV: 0

FOUNDATION AND ANCHOR TOLERANCES

ALL FOUNDATIONS

1. CONCRETE DIMENSIONS - PLUS OR MINUS 1" (25mm).
2. DEPTH OF FOUNDATION - PLUS 3" (76mm) OR MINUS 0".
3. DRILLED FOUNDATIONS OUT OF PLUMB - 1.0 DEGREE.
4. REINFORCING STEEL PLACEMENT - PER A.C.I. 301.
5. PROJECTION OF EMBEDMENTS - PLUS OR MINUS 1/8" (3mm).
6. VERTICAL EMBEDMENTS OUT OF PLUMB - 0.5 DEGREE.

ANCHOR BOLTS

7. MAXIMUM DISTANCE FROM CENTERLINE OF ANCHOR BOLTS TO CENTERLINE OF FOUNDATION - 1/24 OF PIER DIAMETER UP TO A MAXIMUM OF 2" (51mm).
8. ANCHOR BOLT SPACING - 1/16" (2mm).
9. ANCHOR BOLT CIRCLE ORIENTATION - 0.25 DEGREE.
10. ANCHOR BOLT CIRCLE DIAMETER - PLUS OR MINUS 1/16" (2mm).

SELF-SUPPORTING TOWERS

11. FACE SPREAD DIMENSION CENTER TO CENTER OF ANCHOR BOLT CIRCLES - PLUS OR MINUS 1/16" (2mm) OR 1/16" (2mm) PER 20 FT. (6m) OF FACE SPREAD.
12. MAXIMUM DIFFERENCE BETWEEN ANY TWO FOUNDATION ELEVATIONS - 1/2" (13mm).

GUYED TOWERS

13. GUY RADIUS - PLUS OR MINUS 5% OF DISTANCE SPECIFIED.
14. ANCHOR ELEVATION - PLUS OR MINUS 5% OF GUY RADIUS.
15. ANCHOR ALIGNMENT (PERPENDICULAR TO GUY RADIUS) - 1.0 DEGREE.
16. ANCHOR ROD SLOPE - PLUS OR MINUS 1.0 DEGREE.
17. ANCHOR ROD ALIGNMENT WITH GUY RADIUS PLUS OR MINUS 1.0 DEGREE.
18. ANCHOR HEAD OUT OF PLUMB - 1.0 DEGREE.
19. GUY INITIAL TENSION - PLUS OR MINUS 10% OF TENSION SPECIFIED.

NOTE: TOLERANCES IN NOTES 13 AND 14 CAN NOT OCCUR SIMULTANEOUSLY

WARNING!!!

AFTER ANCHOR BOLTS ARE INSTALLED IN CONCRETE HAS TAKEN ITS INITIAL SET, ANCHOR BOLTS MUST NOT BE MOVED, BENT OR REALIGNED IN ANY MANNER. A NUT LOCKING DEVICE MUST BE INSTALLED ON ALL ANCHOR BOLTS.

FILE NO. Standard-SSV			
REVISIONS			
REV.	DESCRIPTION	DWN	CHK APP
0	REDRAWN TO AUTOCAD	JDA	JCH H.A.
DATE: 3/21/2005			
DWG REFERENCE			
 6713 WEST PLANK ROAD PEORIA, IL 61604 TOLL FREE 800-727-ROHN			
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FOUNDATION & ANCHOR TOLERANCE			
DWN:	CSR	CHKD:	KTL
ENG'G:	XX	DATE:	SEP/25/1987
DRAWING NO. A810214			REV: 8

3/21/05 13:28 PM

3/21/05

Customer: SOUTHWEST COUNSELING SERVICE
 Project: 45SR040
 Site: SOUTHWEST COUNSELING SERVICE, WY
 Engr. File: 208064
 Build Code: ANSI/TIA-222-G-2005



Mat Foundation

ver.1.3.9

Design Parameters

Description	Load Case					Service
	1	2	3	4	5	
Total Moment, ft-kips	48.21	48.21				
Total Shear, kips	1.52	1.52				
Total Tower Wt, kips	1.88	1.41				
Max. Uplift, kips	39.12	39.28				
Shear, kips	.93	.93				
Max. Download, kips	40.67	40.52				
Shear	.82	.82				
Soil L.F.	1.20	0.90				
Concrete L.F.	1.20	0.90				

Foundation	
Ht. AGL, ft	0.50
Depth, ft	4.00
Tower	
Face Width, ft	1.40
Offset, in	.00
Soil	
Blow Count	N/a
Inplace Unit Wt, pcf	100.00
Submerged Unit Wt, pcf	60.00
Friction Angle, ϕ , deg.	30.00
Cohesion, ksf	N/a
Uplift Angle, deg.	30.00
Water Depth, ft	None
Ult Bearing Capacity, ksf	6.00

Mat	
Thickness, ft	4.50
Width, ft	6.50
EA, in	15.00
Batter, in/ft	0.00

45GSR Short Base	
Concrete	
28 Day Strength, ksi	4.00
Dry Unit Wt, pcf	150.00
Wet Unit Wt, pcf	88.00

Pocket	
Diameter, in	N/a
Thickness, ft	N/a

Rebar Fy	
Vertical, ksi	60.00
Circular, ksi	60.00
Horizontal, ksi	60.00

Results

ϕM_N - Parallel Axis 75.5 ft-kips
 ϕM_N - Diagonal Axis 80.2 ft-kips
 Moment - Interaction Ratio 0.732
 ϕV_N - Lateral Load 7.11 kips
 Lateral Load - Interaction Ratio 0.214

ALLOWABLE BEARING PRESSURE ON A COMPACTED STRUCTURAL BACKFILL = 3,000 psf.

TYPE V CEMENT

Final Mat Dimension : 6.50 x 6.50 x 4.50 ft. thick

Final Pocket Dimension : Pockets not required

Total Volume of Concrete : 7.0 yd³

Designed By: SM
 Date: 25 Sep,13 @ 01:35 PM

Checked By: HA
 Date: 9/25/13

Customer: SOUTHWEST COUNSELING SERVICE
 Project: 45SR040
 Site: SOUTHWEST COUNSELING SERVICE, WY
 Engr. File: 208064
 Build Code: ANSI/TIA-222-G-2005



Mat Foundation

ver.1.3.9

Design: Min. Foundation Width

Controlling Load Case: 2 [Wind w/Min. Dead Load]

Foundation Width = 6.50 ft

$M_U = 55.3$ ft-kips

	ϕM_N , ft-kips	x, ft	N	σ_{ur}
Parallel	75.5	0.926	0.142	6.00
Diagonal	80.2	2.453	0.267	n/a

$\phi M_N = 75.47$ ft-kips

IRatio = 0.732 ✓

$\phi V_N = 7.11$ kips

IRatio = 0.214 ✓

Mat Design

$\gamma_e = 150.00$ pcf

	x, ft	N	σ_R , ksf	Moment, ft-kips			Shear, kips		
				Rt	Lt	M_U /ft	Rt	Lt	V_U /ft
Parallel	2.419	0.372	1.72	36.71	24.72	5.65	18.59	15.92	2.86
Diagonal	3.834	0.417	1.84	37.77	23.30	4.11	19.14	15.92	2.08
Use			1.84			5.65			2.86

⊗ Ultimate soil bearing capacity required

Punching Shear

	Download,			Uplift		
	Interior	Edge	Corner	Interior	Edge	Corner
b_o , ft	17.79	13.78	9.84	17.79	13.78	9.84
V_{su} , psi	3.87	5.00	7.00	3.78	4.89	6.84
ϕV_c , psi	215.03	215.03	215.03	215.03	215.03	215.03
IR	0.02	0.02	0.03	0.02	0.02	0.03

Critical Sections: a = 2.44 ft.

b = 2.55 ft

c = 2.85 ft

g = 2.44 ft

(min. of a, b, & c)

Mat Reinforcement

Min. Steel Area (Strength) = .023 in²/ft.

Min Steel Area (Temperature) = .583 in²/ft.

Height of compression block, x = .08 in.

One-Way Shear

$V_U = 2.86$ kips ✓

$\phi V_c = 63.22$ kips ✓

Min. Slab Thickness = 7.2 in.

8 - #7 Horizontal bars equally spaced @10.29 in., each way, top and bottom.
 (Total of 32)

Designed By: SM
 Date: 25 Sep, 13 @ 01:35 PM

Checked By: HA
 Date: 9/25/13

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 10/15/2013	Presenters Name: Marvin Fielding and Chuck Johnson ✱
Department or Organization: Keller & Associates on behalf of North Sweetwater Water & Sewer District [Submitted via Krisena with approval by Wally on 10/1/13] ✱	Contact Phone and E-mail: (208) 542-6120 (Marvin) Other presenters: Colter Hollingshead and Bryan Phinney)
Exact Wording for Agenda: Presentation by North Sweetwater Water & Sewer District about Regionalization	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Presentation: 20 minutes (At end of morning)
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information:	
REQUESTED ACTION: None	
The North Sweetwater Water and Sewer District board recently approved regionalization with the City of Rock Springs. They would like to update the County Commission about their progress and future plans.	
Note: If the District decides to apply for future Mineral Royalty Grant funding to SLIB as noted in the handout, the County Commission will be required to submit a written review of the project (W.S. 9-4-604(h)).	
The review must include (1) the ability of the district to fund the project through bonds; (2) whether the project is adverse to the needs or general welfare of the county; (3) whether the special district has utilized local funding resources; and (4) whether the special district has met county standards.	

Krisena Marchal - Grants

From: Marvin Fielding <mfielding@Kellerassociates.com>
Sent: Wednesday, September 25, 2013 10:30 AM
To: Krisena Marchal - Grants
Cc: chuckj@sweetwaterhsa.com; Michael Chadey (chadeylawoffice@vcn.com); Bryan Phinney; Colter Hollingshead; mark.baron@wyo.gov
Subject: FW: NSWSD Board Meeting Package
Attachments: 2013-9-10 Board Mtg.pdf; 2013-9-10 Board Mtg Minutes.pdf; Reliance Sewer District 1967 Filing.pdf; Perry's Reliance Report of Dike Breach.pdf; Reliance Sewer District NOV Docket No 4076-07.pdf; Rock Spring Reliance BR Water and Sewer History.docx; Air Quality Summary of the North Sweetwater Water and Sewer District Odors Issues (3).docx; Resolution to Dissolve the Reliance Sewer District.pdf; Sweetwater County Minutes 2010-11-16.pdf

Good morning Krisena,

I've attached a copy of the packet that was prepared for the September 10, 2013 meeting of the North Sweetwater Water and Sewer District board. The board decided in this meeting to pursue regionalization with the City of Rock Springs. I've attached minutes from the board meeting.

You mentioned it would be helpful for the commissioners to have some background information on the project. The former Reliance Sewer District and the current North Sweetwater Water and Sewer District has a long history of illegal discharges and odor complaints due to inadequate capacity in its wastewater lagoons. One of the discharges occurred when the dike breached and at least partially drained the pond. The District is also seeking funding to replace failing clay sewer lines that are creating a significant maintenance problem for the District.

I've attached a sampling of information that has been provided by Mark Baron of the Wyoming DEQ which includes: 1. Dike breach report 2. 2007 Notice of Violation issued by Wyoming DEQ 3. Summary of B&R history 4. Summary of Odor Complaints 5. Resolution to dissolve the Reliance Sewer District 6. Sweetwater county minutes in which the formation of the North Sweetwater Water and Sewer District was approved.

The Wyoming DEQ is currently rewriting the Notice of Violation to include a compliance schedule.

Keller Associates would like to attend the October 15 meeting of the county commissioners to introduce the project and answer questions. The District is seeking the support of the commissioners in applying for funding for the project.

Let us know what time you need us to be there. We will probably leave early and drive over that morning.

Thanks for your help.

Marvin W. Fielding, P.E.
Project Manager | Keller Associates, Inc.
P 208.542.6120 | C 208.520.1258

From: Colter Hollingshead
Sent: Tuesday, September 24, 2013 9:54 AM
To: Marvin Fielding
Subject: NSWSD Board Meeting Package

Marvin,

Let me know if you need anything else.

Thanks,

Colter L. Hollingshead, E.I.
Project Engineer | Keller Associates, Inc.

P 208.238.2146 | C 307.679.6310
305 North 3rd Avenue, Suite A | Pocatello | Idaho 83201
chollingshead@kellerassociates.com | www.kellerassociates.com

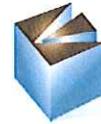
North Sweetwater Water and Sewer District

Schedule for Wastewater Improvements

Milestones

September 10, 2013	Keller Associates discusses alternatives and costs with NSWWSO board
September 2013	Begin environmental review and send out agency consultation letters
October 8, 2013	Keller Associates discusses final draft of PER with NSWWSO board
February 2014	Mineral Royalty Grant (MRG) application due for consideration in the June 2014 State Loan and Investment Board (SLIB) meeting
March 2014	State Revolving Fund application due for consideration in the June 2014 SLIB meeting
May 2014	Submit environmental document to WYDEQ
June 2014	SLIB meeting to consider applications
July 2014	Begin design
February 2015	WYDEQ review design
April 2015	Bid project
June 2015	Begin construction

North Sweetwater Water & Sewer District Preliminary Engineering Report



KELLER
associates

Alternatives Meeting

Date: September 10, 2013

Time: 7:00 PM

Location: Reliance Fire Station

1. Attendees

Name	Representing

Items from previous meetings are in italics

2. Alternative Cost Estimates

- Capital Costs and O&M Costs
 - Regionalization

 - Advanced Lagoon System

 - Total Evaporative Lagoons

- Operation of Alternatives
 - Regionalization

 - Advanced Lagoon System

 - Total Evaporative Lagoons

3. Proposed Schedule

- See the attached

4. Other Items

- Prior to completing the PER an alternative needs to be selected

5. Next Meeting – Tuesday October 8th @ 7:00 PM

Regionalization

Opinion of Estimated Construction Costs		<i>Keller Associates, Inc.</i>			
		<i>A Company of Professional Engineers</i>			
Client:	NSWSD				
Project:	Preliminary Engineering Report				
Item:	Regionalization - with Rock Springs				
Project No:	212115				
Description		Unit	Quantity		
Sewer Line from Reliance, 8" SDR-35 PVC		LF	9800		
Sewer Line from B&R, 8" SDR-35 PVC		LF	1450		
Railroad Bore		LF	100		
Killpecker Creek Bore Crossing		LF	200		
Lift Station (Includes: Wet well, 2 submersible pumps, generator)		LS	1		
8" Pressure Sewer Line		LF	8950		
Sewer Line, 12" SDR-35 PVC		LF	1700		
Sewer Line, 15" SDR-35 PVC		LF	3100		
Flow Meter/Vault		EA	1		
Connection Cost to Rock Springs		EA	304		
Project Cost Total					\$ 4,776,000
Inflation	Years	3	Rate	3%	\$ 5,225,000

*Unit costs include materials, installation, utilities, site work, Contractor O&P, 15% contingency, engineering, final design, inspection RPR, permitting and mitigation, legal, and acquisition of rights of way.

O&M Costs	
Description	Annual Costs
Average Payment to R.S next 30 yrs.	\$165,826
Annual Lift Station Power Costs	\$6,245
5% Parts and Materials	\$2,000
10 year on pumps	\$6,000
Average Annual Cost (30 yrs.)	\$180,070

Opinions of probable cost are based on Keller Associates perception of the current conditions and reflect our opinion of probable cost at the time. Opinions of probable cost are subject to change as the project design matures. The design costs for each of the alternatives have been estimated to reflect the anticipated conditions for each of the various project alternatives. Keller Associates has no control over the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding, market conditions, and/or bidding practices or strategies. Keller Associates cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the costs presented herein.



Advanced Lagoon System

Opinion of Estimated Construction Costs		<i>Keller Associates, Inc.</i>			
		<i>A Company of Professional Engineers</i>			
Client:	NSWSD				
Project:	Preliminary Engineering Report				
Item:	Advanced Lagoon System				
Project No:	212115				
Description			Unit	Quantity	
Aerial Crossing			LF	80	
Sewer Line, 8" SDR-35 PVC			LF	9000	
Purchasing Land			AC	4	
Discharge Sewer Line, 10" SDR-35 PVC			LF	100	
Earthwork (Includes: Excavation and fill)			LS	1	
Site Work (Includes: Fencing, manholes and generator)			LS	1	
Yard Piping (Includes: Sanitary sewer and air lagoon piping)			LS	1	
Onsite Lift Station (Includes: Wet well and submersible pumps)			LS	1	
Headworks (Includes: Building, vertical screen, HVAC and electrical)			LS	1	
Lagoons (Includes: HDPE Liner, blowers, and aerators)			LS	1	
Blower/Chlorine (Includes: Building, chemical pumps, HVAC & electrical)			LS	1	
Project Cost Total				\$	4,136,000
Inflation	Years	3	Rate	3%	\$ 4,525,000

*Unit costs include materials, installation, utilities, site work, Contractor O&P, 15% contingency, engineering, final design, inspection RPR, permitting and mitigation, legal, and acquisition of rights of way.

O&M Costs	
Description	Annual Costs
Plant Power Costs	\$25,535
Operator Costs	\$40,000
Sodium Hypochlorite	\$10,500
Sodium Bisulfite	\$800
Lab Costs	\$6,000
2% Parts and Materials	\$12,000
Average Annual Cost (30 yrs.)	\$94,835

Opinions of probable cost are based on Keller Associates perception of the current conditions and reflect our opinion of probable cost at the time. Opinions of probable cost are subject to change as the project design matures. The design costs for each of the alternatives have been estimated to reflect the anticipated conditions for each of the various project alternatives. Keller Associates has no control over the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding, market conditions, and/or bidding practices or strategies. Keller Associates cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the costs presented herein.



Total Evaporative Lagoons

Opinion of Estimated Construction Costs		<i>Keller Associates, Inc.</i>				
		<i>A Company of Professional Engineers</i>				
Client:	NSWSD					
Project:	Preliminary Engineering Report					
Item:	Total Evaporative Lagoons					
Project No:	212115					
Description					Unit	Quantity
B&R Lift Station (Includes: Wet well, submersible pumps, generator)					LS	1
8" Pressure Sewer Line					LF	6700
Sewer Line, 8" SDR-35 PVC					LF	700
Purchasing Land					AC	65
Earthwork (Includes: Excavation, fill and compaction)					LS	1
Sitework (Includes: Fencing and dewatering of existing lagoons)					LS	1
Yard Piping (Includes: Lagoon piping and manholes)					LS	1
Project Cost Total						\$ 11,466,000
Inflation		Years	3	Rate	3%	\$ 12,544,000

*Unit costs include materials, installation, utilities, site work, Contractor O&P, 15% contingency, engineering, final design, inspection RPR, permitting and mitigation, legal, and acquisition of rights of way.

O&M Costs	
Description	Annual Costs
Annual Lift Station Power Costs	\$10,090
Operator Costs	\$5,000
2% Parts and Materials	\$4,000
Average Annual Cost (30 yrs.)	\$19,090

Opinions of probable cost are based on Keller Associates perception of the current conditions and reflect our opinion of probable cost at the time. Opinions of probable cost are subject to change as the project design matures. The design costs for each of the alternatives have been estimated to reflect the anticipated conditions for each of the various project alternatives. Keller Associates has no control over the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding, market conditions, and/or bidding practices or strategies. Keller Associates cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the costs presented herein.

Regionalization

- ***Yearly O&M Costs in 2015 = \$151,145**
 - ****Monthly User Rate = \$29.71**

- ***Average Annual O&M Costs over 30 Years = \$180,070**
 - ****Monthly User Rate = \$30.01**

* All Annual O&M Costs are only estimates and do NOT include inflation.

** User rates do not include Capital Costs, because funding packages can greatly vary.
Estimated EDU's in 2015 = 424 and 30 year average = 500.

Advanced Lagoon System

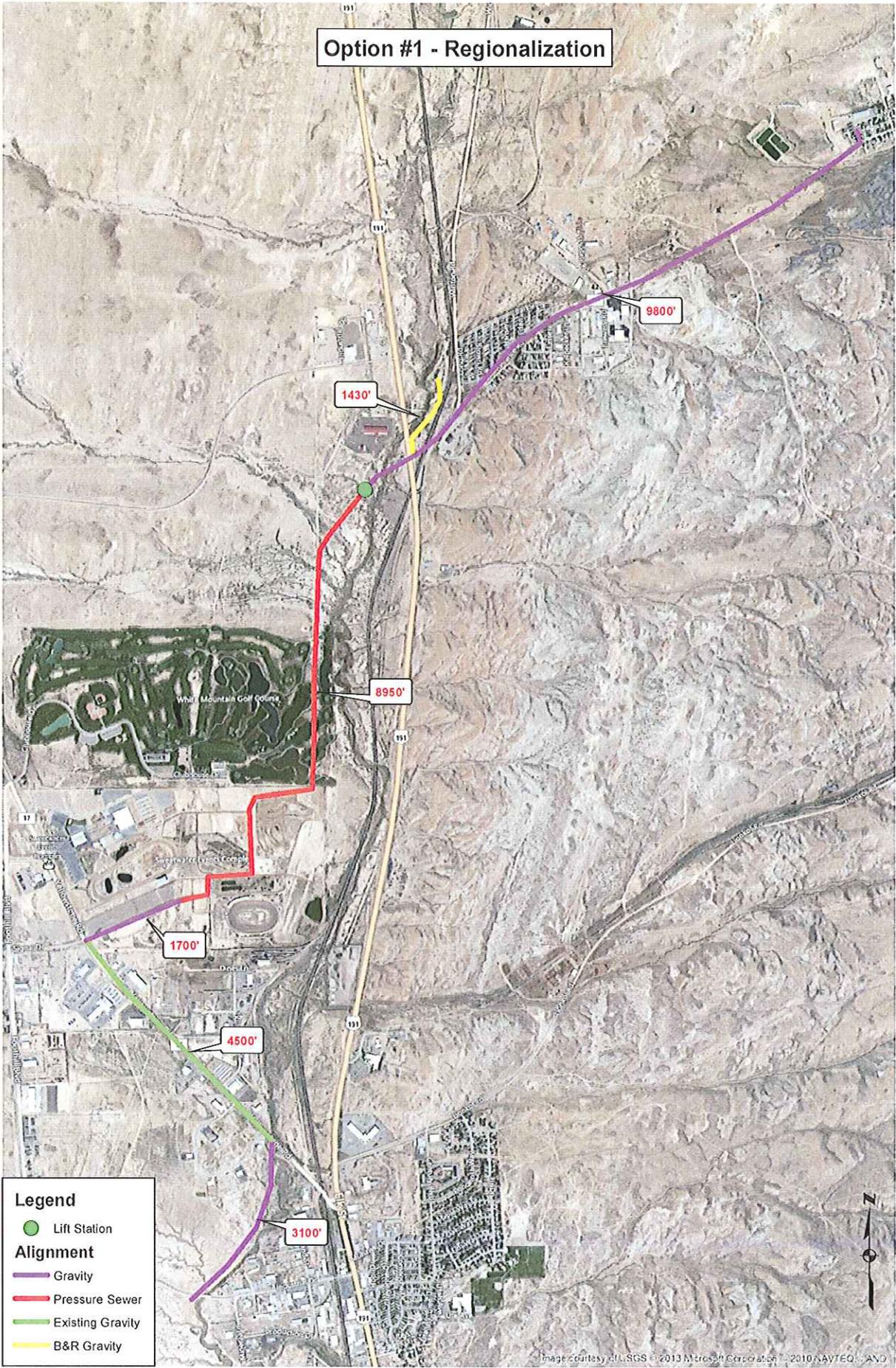
- ***Yearly O&M Costs in 2015 = \$80,385**
 - ****Monthly User Rate = \$15.80**

- ***Average Annual O&M Costs over 30 Years = \$94,835**
 - ****Monthly User Rate = \$15.81**

* All Annual O&M Costs are only estimates and do NOT include inflation.

** User rates do not include Capital Costs, because funding packages can greatly vary.
Estimated EDU's in 2015 = 424 and 30 year average = 500.

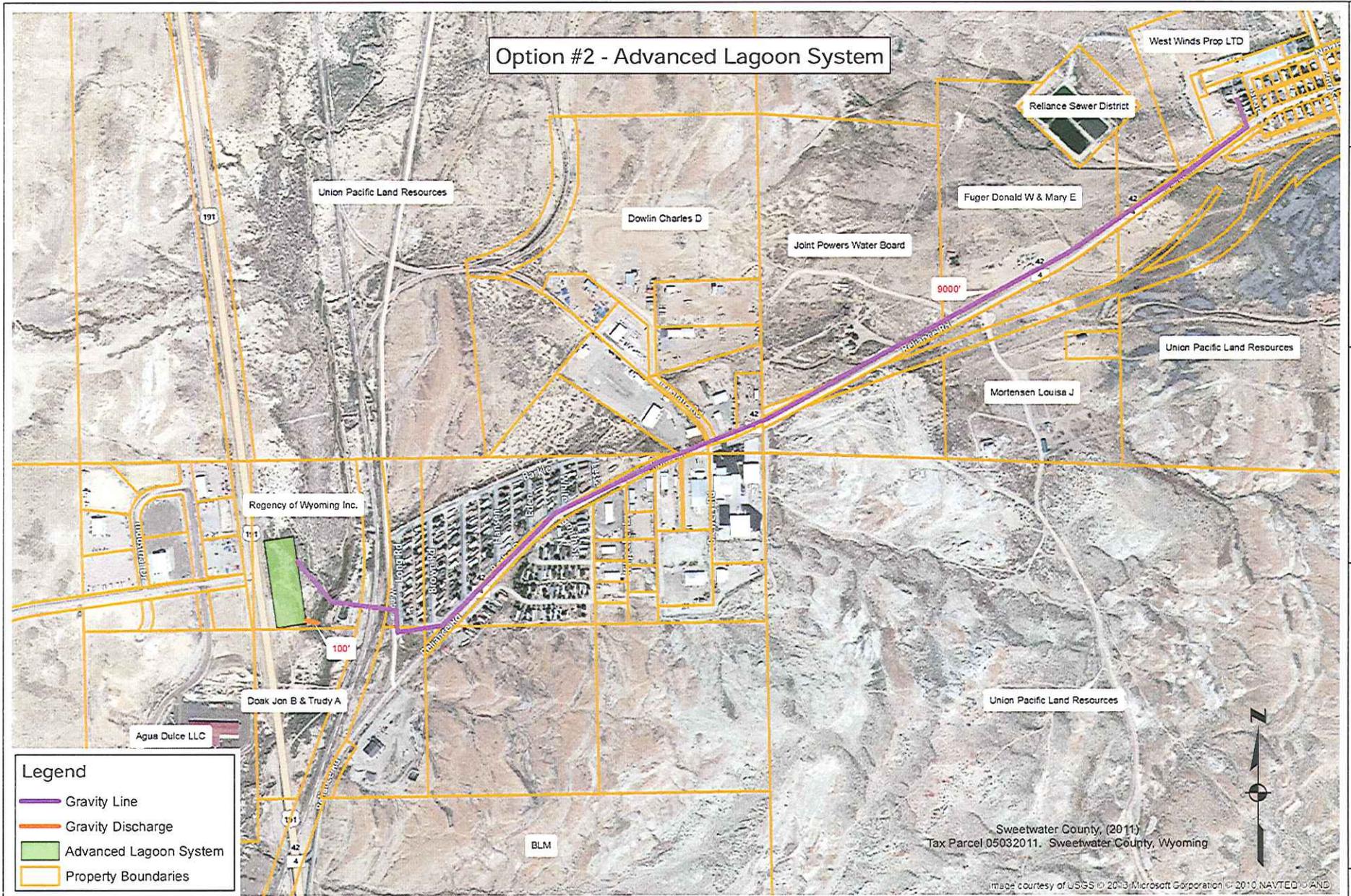
Option #1 - Regionalization



Legend

- Lift Station
- Alignment**
- Gravity
- Pressure Sewer
- Existing Gravity
- B&R Gravity

Image courtesy of USGS © 2013 Microsoft Corporation © 2010 NAVTEQ, AND



Legend

- Gravity Line
- Gravity Discharge
- Advanced Lagoon System
- Property Boundaries

Option #2 - Advanced Lagoon System

PROJECT NO. 212115
FILE NAME 2

305 N. 3rd Avenue
Pocahontas, ID 83201
208.238.2148
www.kellerassociates.com
KELLER
associates

**North Sweetwater Water
& Sewer District**

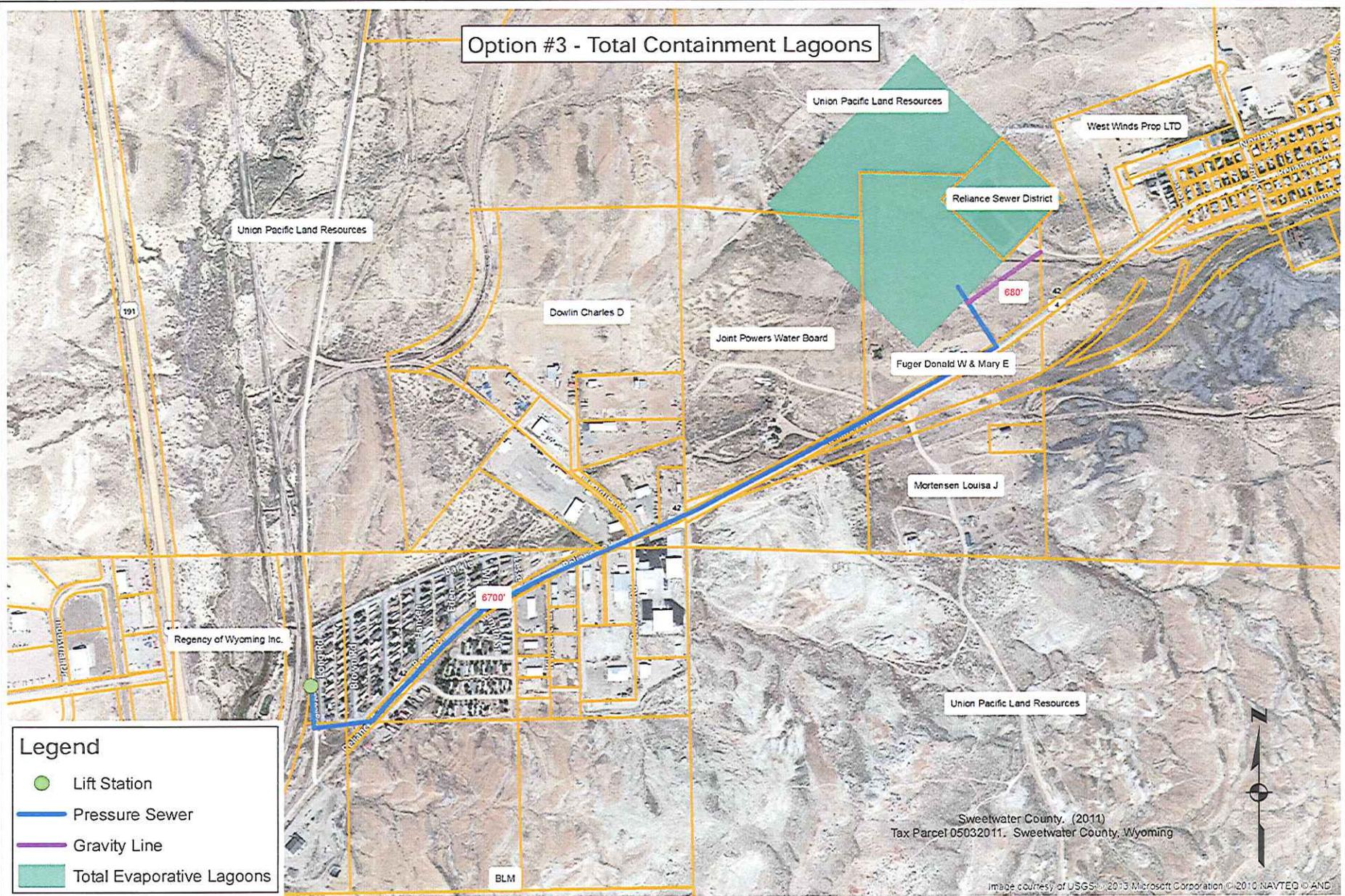
Preliminary Engineering Report
Advanced Lagoon Layout

FIGURE NO.
2

Sweetwater County, (2011)
Tax Parcel 05032011, Sweetwater County, Wyoming

image courtesy of USGS © 2003 Microsoft Corporation © 2010 NAVTEQ © AND

Option #3 - Total Containment Lagoons



Legend

- Lift Station
- Pressure Sewer
- Gravity Line
- Total Evaporative Lagoons

PROJECT NO 212115
FILE NAME 3

305 N. 3rd Avenue
Pocahontas, ID 83201
208.238.2146
www.kellerassociates.com



North Sweetwater Water
& Sewer District

Preliminary Engineering Report
Total Containment Lagoon Layout

FIGURE NO.
3

Sweetwater County, (2011)
Tax Parcel 05032011, Sweetwater County, Wyoming

Image courtesy of USGS, © 2013 Microsoft Corporation © 2010 NAVTEQ © AND

North Sweetwater Water & Sewer District Preliminary Engineering Report



Alternatives Meeting

Date: September 10, 2013

Time: 7:00 PM

Location: Reliance Fire Station

1. Attendees

Name	Representing
Chuck Johnson	NSWSD
Dave Barnhouse	NSWSD
Dave Peterson	NSWSD
Laine Siddoway	NSWSD
Steve Latham	NSWSD
Mike Chadey	NSWSD
Mandy	NSWSD
Bryan Phinney	Keller Associates
Marvin Fielding	Keller Associates
Colter Hollingshead	Keller Associates

Items from previous meetings are in italics

2. Alternative Cost Estimates

- Capital Costs and O&M Costs
 - Regionalization
 - KA met with City of Rock Springs on June 18, 2013 to discuss requirements for connecting to Rock Springs
 - Discussed alternative and figure
 - KA will look at running a gravity line from IPS on the west side of the highway into the proposed lift station west of Killpecker Creek
 - KA will contact WYDOT and the County about the possibility of an existing sleeve under 191 for the sewer line to pass through
 - Advanced Lagoon System
 - Discussed alternative and figure
 - Sump would be located in last cell (settling) to help with cleaning of solids periodically
 - Total Evaporative Lagoons
 - Discussed alternative and figure

- Operation of Alternatives
 - Regionalization
 - If there was a problem the City of Rock Springs may be more willing to help out compared to other options
 - Maintenance of lift station could potentially be done by Rock Springs
 - Highest monthly O&M cost because of on-going flow-based treatment payments to Rock Springs
 - Advanced Lagoon System
 - District would be responsible for treatment
 - Hiring an operator could be an issue for the District
 - Would need to dispose of solids periodically
 - Is the least costly of the alternatives
 - Large tax payers within the District on the west side of the highway would require an additional lift station and bore to connect to the system
 - KA would take a few board members to similar systems prior making a final decision
 - Total Evaporative Lagoons
 - Highest capital cost alternative
 - Most affordable O&M
 - Large land requirement
 - Would likely be an even larger odor issue than the current lagoons
 - Not a viable option for the District

3. Proposed Schedule

- See the attached
 - Went through the schedule

4. Other Items

- Prior to completing the PER an alternative needs to be selected
 - The District made a motion and selected to move forward with the Regionalization option to Rock Springs
 - KA will proceed with the PER and environmental document
- Discussed funding possibilities
 - USDA-RD is a possibility for a loan but LMI may be too high to qualify for a grant
 - SLIB has many funding packages available
 - A higher ranking on annual DEQ list makes funding more readily available
- A few of the existing users are not paying their water and sewer bills
 - Could potentially put in a shutoff valve during construction on troublesome connections

5. Next Meeting – Tuesday October 8th @ 7:00 PM

One Hundred and Four (104) West and the North one-half ($\frac{1}{2}$) of Section Thirty-six (36) in Township Twenty (20) North, Range One Hundred and Five (105) West of the Sixth (6th) Principal Meridian and more particularly described as follows:

Beginning at a point from whence the West Quarter ($\frac{1}{4}$) of Section Thirty-one (31), Township Twenty (20) North, Range One Hundred and Four (104) West bears South thirty-five degrees fifty minutes twenty-five seconds West ($S 35^{\circ} 50' 25'' W$) a distance of Five Hundred Eight and Three Hundredths (508.03) feet; thence North eighteen degrees sixteen minutes fifteen seconds West ($N 18^{\circ} 16' 15'' W$) a distance of Two Hundred Fifty-six and Sixty Hundredths (256.60) feet to a point; thence South seventy-one degrees forty-three minutes forty-five seconds West ($S 71^{\circ} 43' 45'' W$) a distance of Four Hundred Seventy-Four (474) feet to a point; thence South eighteen degrees sixteen minutes fifteen seconds East ($S 18^{\circ} 16' 15'' E$) a distance of One Hundred Forty (140) feet to a point; thence South seventy-one degrees forty-three minutes forty-five seconds West ($S 71^{\circ} 43' 45'' W$) a distance of Eight Hundred Seventy-six (876) feet to a point; thence North eighteen degrees sixteen minutes fifteen seconds West ($N 18^{\circ} 16' 15'' W$) a distance of One Hundred Forty-five (145) feet to a point; thence South seventy-one degrees forty-three minutes forty-five seconds West ($S 71^{\circ} 43' 45'' W$) a distance of Five Hundred Eighty-eight (588) feet; thence North eighteen degrees sixteen minutes fifteen seconds West ($N 18^{\circ} 16' 15'' W$) a distance of Five Hundred Seven (507) feet to a point; thence North seventy-one degrees forty-three minutes forty-five seconds East ($N 71^{\circ} 43' 45'' E$) a distance of One Thousand Three Hundred Ninety-six (1396) feet to a point; thence North eighteen degrees sixteen minutes fifteen seconds West ($N 18^{\circ} 16' 15'' W$) a distance of One Hundred Six (106) feet to a point; thence North seventy-one degrees forty-three minutes forty-five seconds East ($N 71^{\circ} 43' 45'' E$) a distance of Two Hundred Eight (208) feet to a point; thence South eighteen degrees sixteen minutes fifteen seconds East ($S 18^{\circ} 16' 15'' E$) a distance of Two Hundred Eighty-six (286) feet to a point; thence North seventy-one degrees forty-three minutes forty-five seconds East ($N 71^{\circ} 43' 45'' E$) a distance of Two Hundred Forty-seven and Five Tenths (247.5) feet to a point; thence South seventeen degrees thirty-eight minutes East ($S 17^{\circ} 38' E$) a distance of One Hundred Twenty-nine and Fifty-one Hundredths (129.51) feet to a point; thence North Seventy-one degrees thirty-four minutes East ($N 71^{\circ} 34' E$) a distance of Sixteen and Twenty-three Hundredths (16.23) feet to a point; thence along the arc of a circle to the right, having a radius of Two Hundred Twenty and ninety-nine Hundredths (220.99) feet and through a central angle of forty-nine degrees twenty-two minutes ten seconds ($49^{\circ} 22' 10''$) and tangent at its point of beginning to the last described course a distance of One Hundred Ninety and Forty-two Hundredths (190.42) feet to a point; thence South seventeen degrees thirty-eight minutes East ($S 17^{\circ} 38' E$) a distance of Twenty-four and Twenty-four Hundredths (24.24) feet to a point; thence South sixty-two degrees fourteen minutes East ($S 62^{\circ} 14' E$) a distance of Fifty-nine and Seven Tenths (59.7) feet; thence North seventy-two degrees twenty-two minutes East ($N 72^{\circ} 22' E$) a distance of One Hundred Eighty-seven and Six Hundredths (187.06) feet; thence South nine degrees twenty-two minutes fifteen seconds East ($S 9^{\circ} 22' 15'' E$) a distance of Twenty-two and Forty-six Hundredths (22.46) feet; thence North eighty degrees thirty-seven minutes forty-five seconds East ($N 80^{\circ} 37' 45'' E$) a distance of One Thousand Eight Hundred Five and Fifty-eight Hundredths (1805.58) feet; thence South seventy-five degrees thirty-six minutes East ($S 75^{\circ} 36' E$) a distance of Two Hundred Eighty-six and Eight Tenths (286.8) feet; thence South fourteen degrees twenty-four minutes West ($S 14^{\circ} 24' W$) a distance of Two Hundred Forty-four and Six Tenths (244.6) feet; thence South eighty degrees fifty minutes forty-seven seconds West ($S 80^{\circ} 50' 47'' W$) a distance

of Five Hundred Fourteen (514.00) feet; thence South eighty degrees thirty-seven minutes forty-five seconds West (S 80° 37' 45" W) a distance of One Thousand Seven Hundred Twenty-six and Fifty-six Hundredths (1726.56) feet to a point of beginning containing Forty-two and Three Hundred Seventy-two Thousandths (42.372) acres, more or less.

LANDS FOR WHICH EASEMENTS AND RIGHT OF WAYS WILL BE SOUGHT FROM THE UNION PACIFIC RAILROAD COMPANY IN ASSOCIATION WITH THE FORMATION OF THE RELIANCE SEWER DISTRICT AND LANDS TO ACCOMMODATE THE RELIANCE SEWER SYSTEM AFTER FORMATION OF SAID DISTRICT:

Pieces, parcels, tracts, or strips of land Twenty (20) feet in width, lying in Section 36, Township 20 North, Range 105 West of the Sixth (6th) Principal Meridian adjacent to Reliance, Sweetwater County, Wyoming, being Ten (10) feet at right angles on each side of the following described center lines:

PARCEL NO. 1

Beginning at a point on the boundary of the Town of Reliance, from whence the East Quarter corner of Section Thirty-six (36), Township Twenty (20) North, Range One Hundred Five (105) West of the Sixth (6th) Principal Meridian bears South 80° 55' 11" East a distance of One Thousand Fifty-six and Fifty-four Hundredths (1056.54) feet; thence South 71° 57' West a distance of Seven Hundred Forty-four (744) feet to a point; thence South 84° 14' West a distance of Seven Hundred Fifty-three (753) feet to a point; thence North 74° 21' West a distance of Two Hundred Seventy-nine (279) feet to a point; thence North 44° 11' West a distance of One Hundred Fifty-one (151) feet to a point. Total length of the described center line being One Thousand Nine Hundred Twenty-seven (1927) feet, containing an area of 0.885 acres more or less.

PARCEL NO. 2

Beginning at a point which bears South 44° 11' East a distance of One Hundred Fifty-one (151.0) feet from the point of ending of the above described center line of Parcel No. 1, said point being on the center line of said Parcel No. 1; thence North 64° 30' East a distance of One Thousand Fifty (1,050.00) feet; thence North 71° East a distance of One Hundred Twelve (112.0) feet, more or less, to a point in the West Boundary line of the Town of Reliance. The total length of described centerline being One Thousand One Hundred Sixty-two (1,162.00) feet, containing an area of 0.534 acres, more or less.

Also a piece, parcel, or tract of land lying in Section Thirty-six (36), Township Twenty (20) North, Range One Hundred Five (105) West of the Sixth (6th) Principal Meridian being more particularly described as follows:

Beginning at the point of ending of the above described Parcel No. 1 center line from whence the East Quarter corner of Section 36 bears South 89° 07' 15" East a distance of Two Thousand Eight Hundred Seventy-four and Twelve Hundredths (2,874.12) feet; thence North 45° 49' East a distance of Two Hundred Sixty-two and Thirty-eight hundredths (262.38) feet to a point; thence North 44° 11' West a distance of Four Hundred Seventeen and Forty-two Hundredths (417.42) feet to a point; thence South 45° 49' West a distance of Four Hundred Seventeen and Forty-two Hundredths (417.42) feet to a point; thence South 44° 11' East a distance of Four Hundred Seventeen and Forty-two Hundredths (417.42) feet to a point; thence North 45° 49' East a distance of One Hundred Fifty-five and Four Hundredths (155.04) feet to the point of beginning, containing an area of Four (4) acres.

Dated this 28 day of September, 1967.

101 Glen G. Stanton
JUDGE

North Sweetwater Water & Sewer District Wastewater Improvements Project

Board of County Commissioners Meeting

Date: October 15, 2013

Location: Green River, WY



1. Introduction

- Keller Associates has been working with the North Sweetwater Water & Sewer District (NSWSD) to develop a reliable wastewater treatment alternative.

2. Purpose

- Purpose of this presentation is to seek the County Commissioners' support of the project in the funding application process
 - The NSWSD and Keller Associates will work together to obtain funding for the proposed project
 - Plan to pursue Mineral Royalty Grant and the Clean Water State Revolving Fund
 - Would need a written review from the County Commissioners to pursue funding

3. Project

- Proposed project would include a regionalization pipeline from the NSWSD to the City of Rock Springs (Figure 1 attached) and replacement of wastewater lines in the community of Reliance
- Currently within the NSWSD Reliance operates total evaporative lagoons and B&R operates a small package treatment plant
- The NSWSD has received DEQ violations for overtopping their lagoons in the past and a new Notice of Violation has been drafted by DEQ
- These issues could be resolved by pumping the wastewater to Rock Springs where it would be properly treated

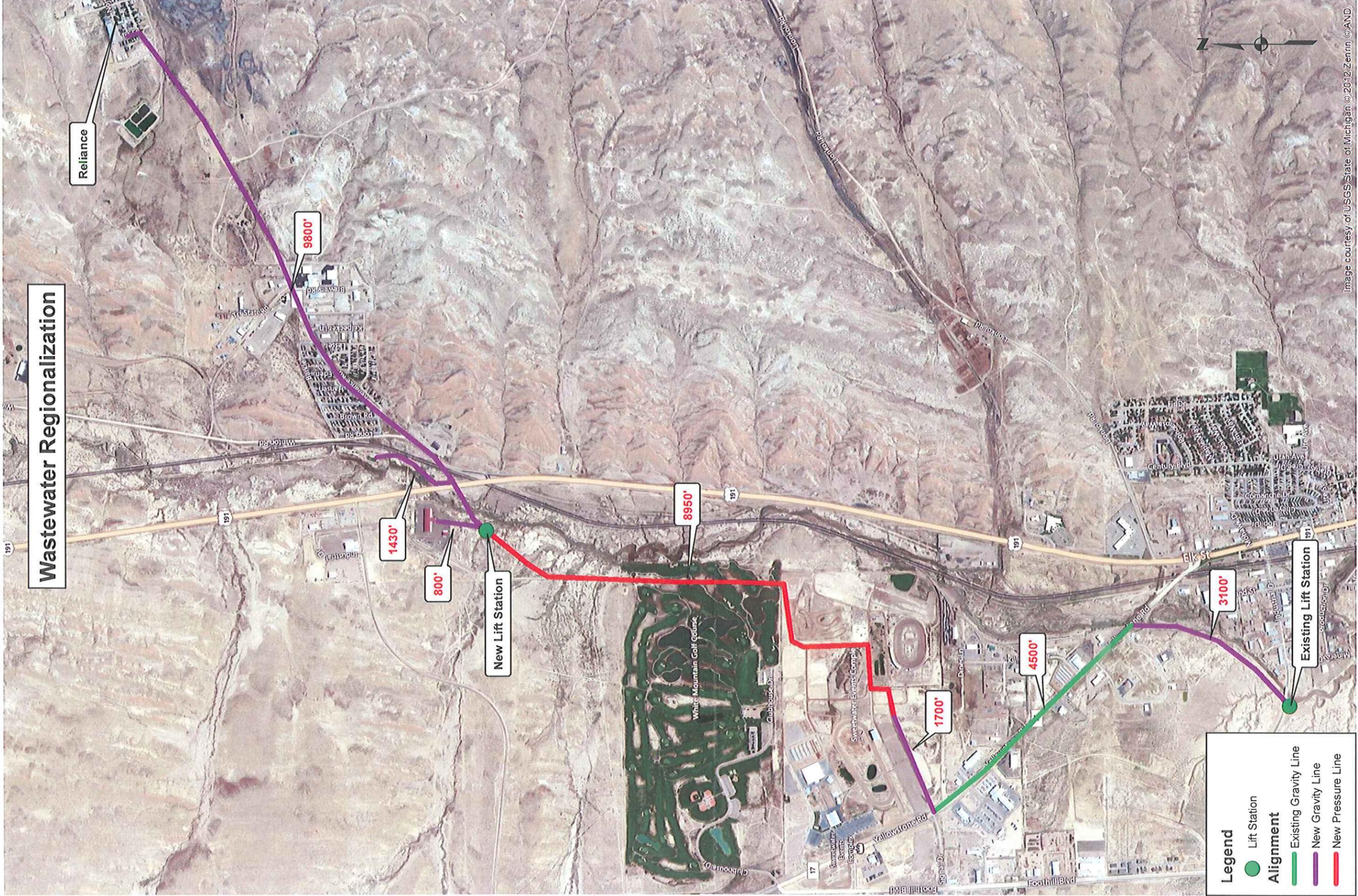
4. Cost

- Estimated project cost for regionalization and collection improvements is \$7,225,000

5. Funding Application Schedule

- February 2014 Mineral Royalty Grant application is due to SLIB
- March 2014 Clean Water State Revolving Fund application is due to SLIB

6. Questions



Wastewater Regionalization

Legend

- Lift Station
- Alignment**
- Existing Gravity Line
- New Gravity Line
- New Pressure Line

Fig. 1

Potential Sewer Main Alignment

North Sweetwater Water & Sewer District

KELLER ASSOCIATES
 305 North 3rd Avenue, Suite A
 Pocatello, ID 83201
 208.238.2146
 www.kellerassociates.com

PROJECT NO. **212115**
Fig. 1

Image courtesy of USGS State of Michigan © 2012 Zenrin © AND

**Sweetwater County
Board of County Commissioners
Public Meeting**

October 15, 2013

**Land Use
Agenda and Staff Report**

Prepared by:

**Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3914**

Board of County Commissioners

Public Hearing Agenda

October 15, 2013

**County Commissioner's Meeting Room
80 West Flaming Gorge Way
Green River, WY 82935**

Public Hearing

1. Daryl and Susan Fellbaum Revocable Trust
Zoning Map Amendment
R-2 (Mixed Residential) & I-1 (Light Industrial)
to I-1 (Light Industrial)
2. Sweetwater County Land Use
Zoning Map Amendment
A (Agriculture) & I-2 (Heavy Industrial) to I-2 (Heavy Industrial)

Public Hearing # 1

Board of County Commissioners

October 15, 2013

Property Owner

Daryl & Susan Fellbaum
Revocable Trust
903 Willamette Drive
Rock Springs, WY 82901

Other Parties

Legal Description

Mountaineer Subdivision,
4th Section, South Half of
Lot 14
338 Turret Drive

Current Zoning

R-2 (Mixed Residential)
& I-1 (Light Industrial)

Legal Requirements

Adjacent Notices Sent:
September 5, 2013

Public Hearing Advertised:
September 6, 2013

Sign Posted:

September 6, 2013

Utilities & Districts

Water: White Mountain
Sewer: White Mountain
Others: Fire District #1

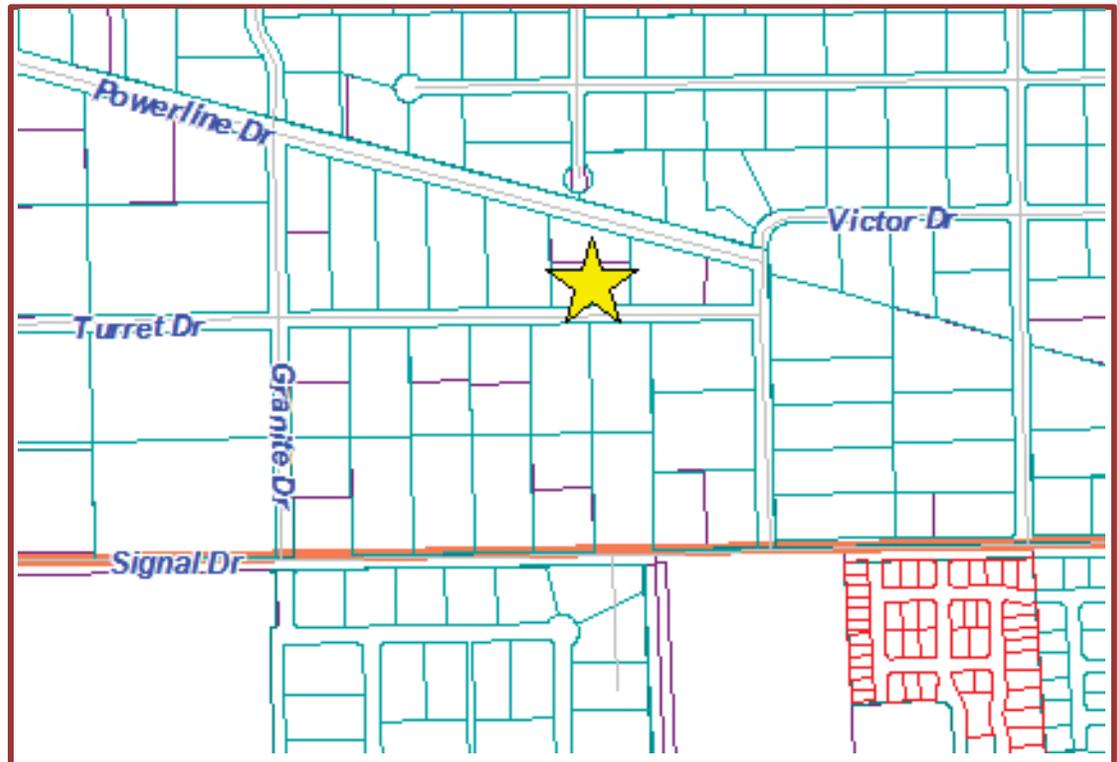
Land Use Presenter

Steve Horton
Planner III
(307) 872-3926

Daryl & Susan Fellbaum Rev. Trust

Zoning Map Amendment

R-2 & I-1 to I-1



Summary of Application

Daryl and Susan Fellbaum are requesting a zoning map amendment to change from R-2 and I-1 to I-1 a 1 acre parcel located on the north side of Turret Drive. Access to the site is from Turret Drive.

The applicant states that the zone change will match the adjacent land uses. The applicant further states that the proposed development for the property is storage units.

Public Hearing # 1

Daryl & Susan Fellbaum Rev. Trust

Zoning Map Amendment

Public Comments:

There have been no public comments submitted as of the date of this report.

Agency Comments:

Sweetwater County Health - This area is served by White Mountain Water & Sewer District so the small wastewater treatment rules do not apply.

Colorado Interstate Gas Company - Colorado Interstate Gas Company has no facilities in the immediate area of this request, thus we have no concerns.

Sweetwater County Surveyor - 1) The north half of Lot 14 has a 15 feet wide access easement along the west boundary line of the south half of Lot 14 to access Turret Drive; 2) The access road is not entirely built in the legal easement and is trespassing 25 feet easterly merging with and using the south half of Lot 14 garage driveway.

Sweetwater County Public Works - The request is reasonable and consistent with other properties adjacent to parcel.

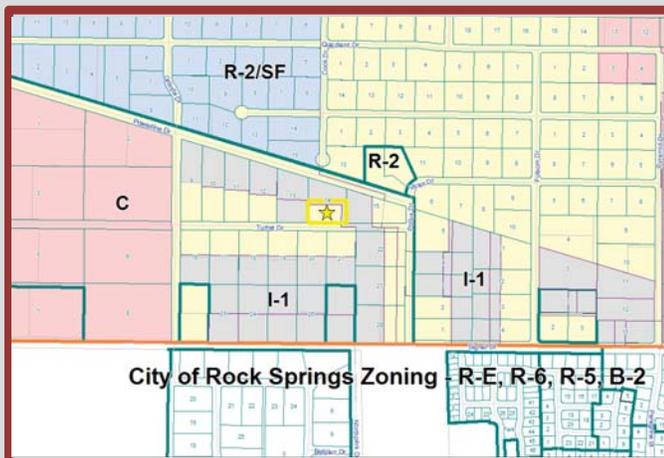
City of Rock Springs - Thank you for the opportunity to comment on this rezone request. The City of Rock Springs has reviewed this proposal and has the following comments: 1) The City of Rock Springs does not support Residential dwelling units being located in Industrial zones (i.e. home occupations that are industrial in nature); 2) The City of Rock Springs does not support the storage of hazardous materials, including explosives, above ground fuel, and/or radioactive materials in zones with Residential dwelling units (i.e. home occupations that are industrial in nature).

Staff Comments, Recommendations and Conditions:

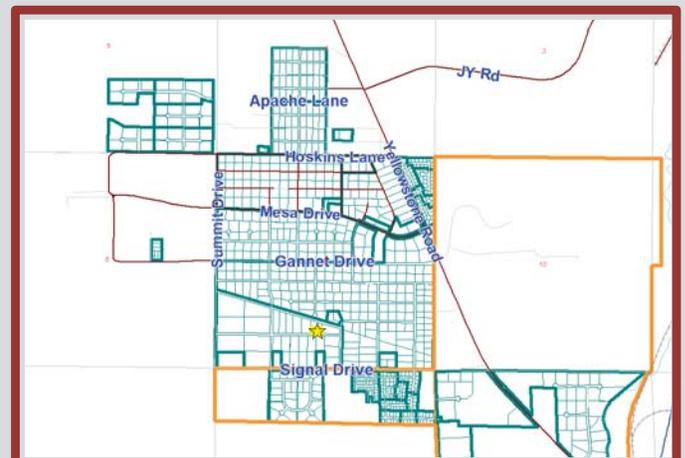
The Sweetwater County Zoning Resolution states that the zoning map shall not be amended except to correct an error or recognize changing conditions. This property is the south 1/2 of Lot 14. This property is part of a split zoned lot with the north 1/2 zoned I-1 and the south 1/2 zoned R-2 with a thin ribbon of I-1. Numerous lots in Mountaineer were split-zoned in this manner. Over the years many of these split zoned lots have been changed with the front 1/2 being changed to I-1. Adjacent property to the north, east and west are zoned I-1.

Staff recommends approval of this zone map amendment. On October 9, 2013, the Planning and Zoning Commission voted 5-0 to recommend approval of the zone map amendment from R-2 (Mixed Residential) and I-1 (Light Industrial) to I-1 (Light Industrial).

Zoning Map



Vicinity Map



RECOMMENDATION 13-10-ZO-01

DARYL AND SUSAN FELLBAUM REVOCABLE TRUST ZONING MAP AMENDMENT MIXED RESIDENTIAL (R-2) AND LIGHT INDUSTRIAL (I-1) TO LIGHT INDUSTRIAL (I-1)

WHEREAS, Daryl and Susan Fellbaum Revocable Trust has requested a Zoning Map Amendment from Mixed Residential (R-2) and Light Industrial (I-1) to Light Industrial (I-1) in accordance with Section 26.B.1.b. of the Sweetwater County Zoning Resolution. This application is to be located on a parcel of land owned by Daryl and Susan Revocable Trust and described as:

Mountaineer Subdivision, 4th Section, the South Half of Lot 14, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on October 9, 2013 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of this request;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED.

Dated this 9th day of October, 2013.

Attest:

Sweetwater County
Planning and Zoning Commission



Steven Dale Davis, County Clerk



James Reinard, Chairman

RESOLUTION 13-10-ZO-01

**DARYL AND SUSAN FELLBAUM REVOCABLE TRUST
ZONING MAP AMENDMENT
MIXED RESIDENTIAL (R-2) AND LIGHT INDUSTRIAL (I-1) TO
LIGHT INDUSTRIAL (I-1)**

WHEREAS, Daryl and Susan Fellbaum Revocable Trust has requested a Zoning Map Amendment from Mixed Residential (R-2) and Light Industrial (I-1) to Light Industrial (I-1) in accordance with Section 26.B.1.b. of the Sweetwater County Zoning Resolution. This application is to be located on a parcel of land owned by Daryl and Susan Revocable Trust and described as:

Mountaineer Subdivision, 4th Section, the South Half of Lot 14, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on October 15, 2013 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED.

Dated this 15th day of October, 2013.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

Public Hearing # 2

Board of County Commissioners

October 15, 2013

Property Owner

Bureau of Land
Management
280 Highway 191 North
Rock Springs, WY 82901

Other Parties

Sweetwater County Land
Use Department
80 W. Flaming Gorge Way
Suite 23
Green River, WY 82935

Legal Description

N2N2, Section 18,
Township 18 North,
Range 105 West

Current Zoning

A & I-2

Legal Requirements

Adjacent Notices Sent:
September 5, 2013

Public Hearing Advertised:
September 6, 2013

Sign Posted:

September 6, 2013

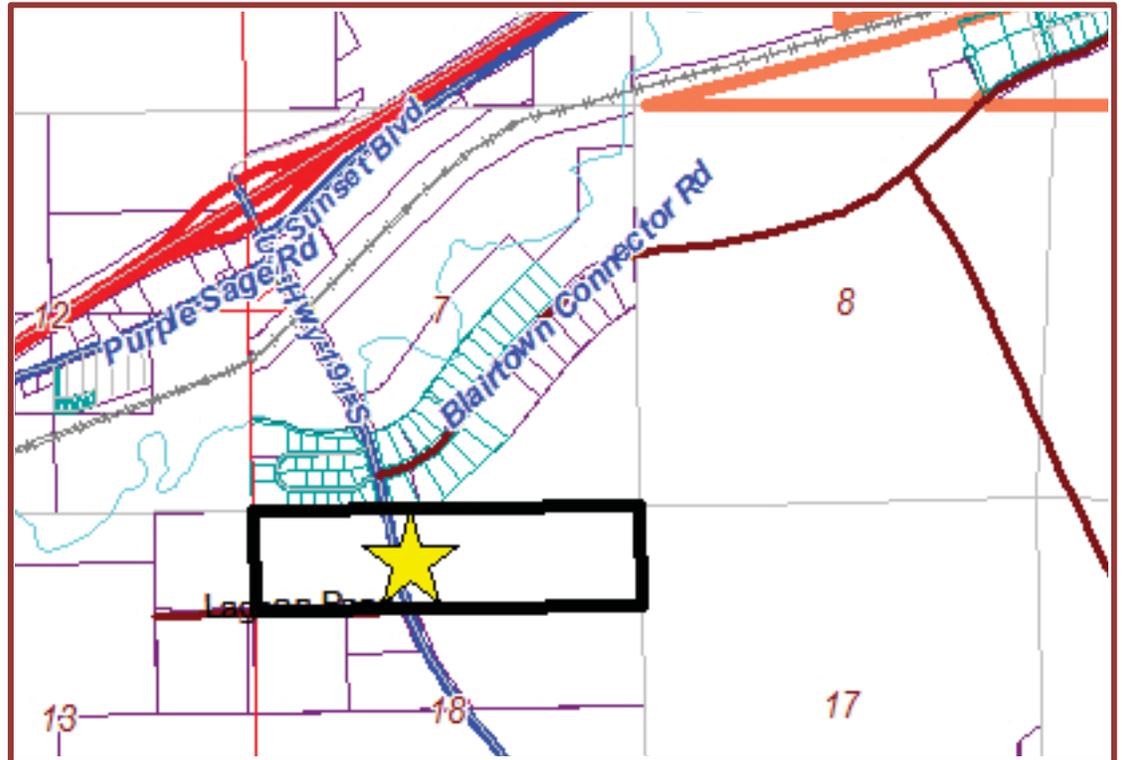
Utilities & Districts

Water: Westside
Sewer: Westside
Others: Fire District #1

Land Use Presenter

Steve Horton
Planner III
(307) 872-3926

Sweetwater County Land Use Zoning Map Amendment A & I-2 to I-2



Summary of Application

Sweetwater County is requesting a zoning map amendment to change from A & I-2 to I-2 a 157.2 acre parcel which is owned by the BLM. The site is located on Hwy 191 at Lagoon Road.

Sweetwater County Engineering will be placing a sand/salt storage dome facility on the westerly portion of this property. A portion of this property is zoned I-2 where WYDOT is operating a yard. Adjacent property to the north, west and south are zoned I-1 and I-2. Future BLM leases or their development are unknown at this time, but would likely necessitate industrial zoning.

Public Hearing #2

Sweetwater County Land Use Zoning Map Amendment

Public Comments:

Wylie Construction - Wylie has no objection to the salt hut, but would like to be notified if property becomes available for sale as our property adjoins this parcel.

Agency Comments:

Bureau of Land Management - No Comment.

Questar Gas Company - Questar Gas Co. is fine with the Zone Map Amendment. An intermediate high pressure gas line is existing in the State Highway ROW to service the Sweetwater County jail. If industrial equipment will be crossing over the line, please contact us for crossing requirements.

Colorado Interstate Gas/Wyoming Interstate Company - Both CIG & WIC have no facilities in the affected area, thus we have no concerns.

Sweetwater County Health - No comments until further development involves sewerage and water to be developed.

Sweetwater County Public Works - The request is reasonable as other property surrounding parcel is already I-2.

Sweetwater County Surveyor - Recommend approval.

Westside Water & Sewer District - The Board of Directors of West Side Water & Sewer District have no objections to the zone change from Agriculture (A) to Heavy Industrial (I-2).

Staff Comments, Recommendations and Conditions:

Properties to the west and south are zoned Heavy Industrial (I-2) and to the north are Light Industrial (I-1). This amendment would recognize the industrial nature of the area and put compatible zoning in place for future development.

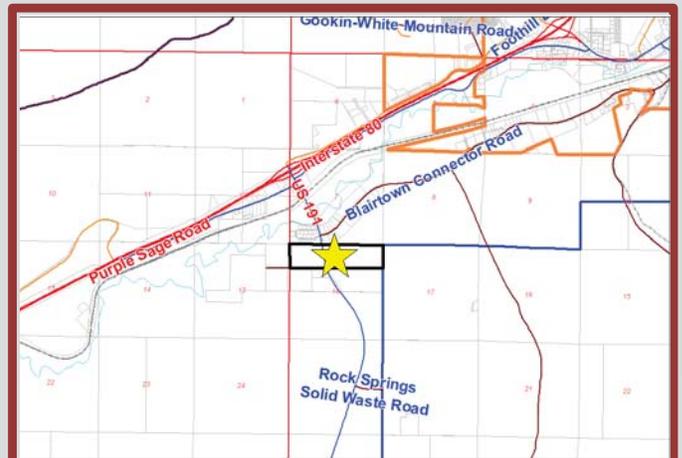
Staff recommends approval of this zoning map amendment.

On October 9, 2013, the Planning and Zoning Commission voted 5-0 to recommend approval of the Zoning Map Amendment from A (Agriculture) and I-2 (Heavy Industrial) to I-2 (Heavy Industrial).

Zoning Map



Vicinity Map



RECOMMENDATION 13-10-ZO-02

SWEETWATER COUNTY LAND USE ZONING MAP AMENDMENT AGRICULTURE (A) AND HEAVY INDUSTRIAL (I-2) TO HEAVY INDUSTRIAL (I-2)

WHEREAS, Sweetwater County Land Use has requested a Zoning Map Amendment from Agriculture (A) and Heavy Industrial (I-2) to Heavy Industrial (I-2) in accordance with Section 26.B.1.b. of the Sweetwater County Zoning Resolution. This application is to be located on a 157.22 acre parcel of land owned by the Bureau of Land Management and described as:

North Half of the North Half of Section 18, Township 18 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on October 9, 2013 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of this request;

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED.

Dated this 9th day of October, 2013.

Attest:



Steven Dale Davis, County Clerk

Sweetwater County
Planning and Zoning Commission



James Reinard, Chairman

RESOLUTION 13-10-ZO-02

**SWEETWATER COUNTY LAND USE
ZONING MAP AMENDMENT
AGRICULTURE (A) AND HEAVY INDUSTRIAL (I-2) TO
HEAVY INDUSTRIAL (I-2)**

WHEREAS, Sweetwater County Land Use has requested a Zoning Map Amendment from Agriculture (A) and Heavy Industrial (I-2) to Heavy Industrial (I-2) in accordance with Section 26.B.1.b. of the Sweetwater County Zoning Resolution. This application is to be located on a 157.22 acre parcel of land owned by the Bureau of Land Management and described as:

North Half of the North Half of Section 18, Township 18 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on October 15, 2013 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED.

Dated this 15th day of October, 2013.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member



Zoning Map Amendment

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
landuse@sweet.wy.us

Date of Submittal: 09.03.13
Permit Number: PZ 13.014
Zone Change Number: ZC 2013.05
PID: 04-1805-18-1-00-001-00
Application Fee: **\$225.00**

Date of Hearings: PZ _____ BCC _____
 Approved Approved with Conditions Denied Resolution _____
Date of Action: _____ Land Use Official Signature: _____

Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation. Additional information may be required following review of your application. Zoning Map Amendment regulations can be found in Section 26 of the Sweetwater County Zoning Resolution

GENERAL INFORMATION

Property Owner of Record Contact Information

Bureau of Land Management
280 Highway 191 North
Rock Springs, WY 82901
307-352-0256

Applicant / Agent Contact Information if Different

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
307-872-3914

RECEIVED

SEP - 3 2013

SWC LAND USE

PROPERTY INFORMATION - LEGAL DESCRIPTION & MAP SHOWING ABUTTING PROPERTIES IS REQUIRED

County Assigned Address: _____ Lot Size: 157.22 (acres)
Project Location: Quarter(s): N2N2 Section: 18 Township: 18 Range: 105
Subdivision Name: _____ Lot: _____ Block: _____
Current Zoning: A & I-2 Proposed Zoning: I-2

The Legal Basis for this Amendment is to: Correct an Error Recognize Changing Conditions

Describe the nature & effect of the proposed amendment.

Properties to the west and south are zoned Heavy Industrial (I-2) and to the north are Light Industrial (I-1) and Heavy Industrial (I-2). This amendment would recognize the industrial nature of the area and put compatible zoning in place for future development.

Describe the proposed development and time schedule for development.

Sweetwater County Engineering will be placing a sand/salt storage dome facility to the west of Highway 191. Future BLM leases or their development are unknown at this time, but would likely necessitate industrial zoning.

SIGNATURE REQUIRED

I acknowledge that I have read and understand this application and the pertinent regulations. I further agree if the permit is approved, I will comply with all regulations and conditions of approval. I grant Sweetwater County the right of ingress/egress as reasonably necessary to determine compliance with County regulations or conditions of this permit. I certify that the information provided with this application is true and correct.

Signature of Owner of Record _____ Date _____ Signature of Applicant/Agent [Signature] Date 9/4/13

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 10-15-13	Presenters Name: BARBARA E. BONDS
Department or Organization:	Contact Phone and E-mail: 307-634-2240
Exact Wording for Agenda: A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE \$34,000,000 SWCO, WY, TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND (LOST CREEK ISR, LLC PROJECT)	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 MIN
Will there be Handouts? (If yes, include with meeting request form) YES	Will handouts require SIGNATURES: YES
Additional Information:	
A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE \$34,000,000 SWCO, WY, TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND (LOST CREEK ISR, LLC PROJECT),	
SERIES 2013; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN; AUTHORIZING	
THE EXECUTION AND DELIVERY BY THE COUNTY OF A BOND PURCHASE AGREEMENT,	
FINANCING AGREEMENT, TRUST INDENTURE, SUCH BOND, CLOSING DOCUMENTS	
AND OTHER DOCUMENTATION IN CONNECTION THEREWITH; AND MAKING CERTAIN	
DETERMINATIONS AS TO OTHER MATTERS RELATED TO SUCH BOND.	
I WILL BE BRINGING COPIES OF ALL THE CLOSING DOCUMENTS FOR THE ISSUANCE	
OF THESE BONDS FOR EXECUTION BY THE CHAIRMAN AND THE COUNTY CLERK.	
IT WOULD PROBABLY BE BEST TO PUT THIS MATERIAL AT THE END OF THE AGENDA	
AND I WILL JUST WAIT AND GET THE SIGNATURES.	

- All requests to be added to the agenda will need to be submitted in writing on the “Meeting Request Form” by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE \$34,000,000 SWEETWATER COUNTY, WYOMING, TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND (LOST CREEK ISR, LLC PROJECT), SERIES 2013; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN; AUTHORIZING THE EXECUTION AND DELIVERY BY THE COUNTY OF A BOND PURCHASE AGREEMENT, FINANCING AGREEMENT, TRUST INDENTURE, SUCH BOND, CLOSING DOCUMENTS AND OTHER DOCUMENTATION IN CONNECTION THEREWITH; AND MAKING CERTAIN DETERMINATIONS AS TO OTHER MATTERS RELATED TO SUCH BOND.

WHEREAS, Sweetwater County, Wyoming (the "Issuer" or the "County") is authorized by the Industrial Development Projects Act, Title 15, Chapter 1, Article 7, Wyo. Stat. (the "Act"), to finance one or more projects or parts thereof in order to facilitate and promote the sound economic growth of the State of Wyoming (the "State"), the development of its natural resources and to promote employment opportunities for the citizens of the State by encouraging the expansion of all kinds of business which contribute payrolls and tax base to the State, upon such conditions as the governing body of the Issuer may deem advisable; and

WHEREAS, the Issuer is further authorized by the Act to issue its revenue bonds or other obligations for the purpose of defraying the cost of financing any such project; and

WHEREAS, representatives of Lost Creek ISR, LLC, a Wyoming limited liability company (the "Borrower"), have requested that the Issuer finance (i) the purchase of equipment, (ii) the construction of well field, plant and disposal facilities to recover and process uranium located within Sweetwater County, Wyoming (the "Project") and (iii) the payment of costs incidental to the authorization, issuance and sale of such Bond (the "Costs of Issuance"), by authorizing and issuing its \$34,000,000 Taxable Industrial Development Revenue Bond (Lost Creek ISR, LLC Project), Series 2013 (the "Bond"), to pay the costs of the Project and the Costs of Issuance, all in accordance with and pursuant to the Act; and

WHEREAS, the Bond will be sold and privately placed with the State of Wyoming, acting by and through the Wyoming State Treasurer (the "Purchaser") pursuant to Wyo. Stat. §9-4-715(m); and

WHEREAS, concurrently with the issuance of the Bond, the Borrower will enter into a Financing Agreement (as hereafter defined) with the Issuer providing for payments sufficient to pay the principal of and interest on the Bond and to meet other obligations as herein and therein provided; and

WHEREAS, payments of the Borrower's Obligations under the Financing Agreement and Mortgage are being guaranteed by Ur-Energy USA Inc. and Ur-Energy Inc. under separate Guaranty Agreements, the forms of which have been presented at this meeting for review; and

WHEREAS, the public hearing held on March 19, 2013, provided all interested individuals a reasonable opportunity to express their views, both orally and in writing, on the proposed issuance of the Bond by the Issuer pursuant to the Act; and

WHEREAS, issuance of the Bond will require the execution and delivery of numerous documents, including, but not limited to: (1) a Bond Purchase Agreement, to be dated as of the date of delivery of the Bond (the "Bond Purchase Agreement") by and among the Issuer, the Borrower and the Purchaser; (2) an Indenture of Trust, to be dated as of the date of delivery of the Bond (the "Indenture") by and between the Issuer and Zions First National Bank, as trustee (the "Trustee"); (3) a Financing Agreement, to be dated as of the date of delivery of the Bond (the "Financing Agreement") by and between the Issuer and the Borrower; and (4) a Mortgage, Assignment of Revenues, Security Agreement, Fixture Filing and Financing Statement, to be dated as of the date of delivery of the Bond (the "Mortgage") by and between the Borrower and the Trustee. Defined terms used in this Resolution and not defined herein shall have the same meanings ascribed to such terms in the Indenture, Financing Agreement, and Mortgage unless the context shall clearly otherwise require.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING:

SECTION 1. Bond Details. There is hereby authorized and created a revenue bond designated "\$34,000,000 Taxable Industrial Development Revenue Bond (Lost Creek ISR, LLC Project), Series 2013. The Bond shall be issued as a fully registered bond, without coupons and shall be payable, shall be subject to redemption and shall be in substantially the form as set forth in the Indenture.

SECTION 2. Loan of Bond Proceeds. The Issuer shall finance the costs of the Project and the Costs of Issuance by loaning the proceeds of the Bond to the Borrower in accordance with the provisions of the Financing Agreement for the purposes described above.

SECTION 3. Determinations. In accordance with Sections 15-1-705, 15-1-708 and 15-1-710 of the Act, the following determinations and findings are hereby made:

(a) Based upon written information presented to the board of county commissioners (the "Commissioners") by the Borrower, which information was discussed at the public hearing on March 19, 2013, the Commissioners hereby find that the Project will qualify as a "project" within the meaning of the Act and will meet the following public purposes:

- (i) Creating new or additional employment opportunities;
- (ii) Expanding the tax base and increasing sales, property or other tax revenues to the County;
- (iii) Maintaining and promoting a stable, balanced and diversified economy among agriculture, natural resource development, business, commerce and trade; and
- (iv) Promoting or developing use of agricultural, manufactured, commercial or natural resource products within or without the State of Wyoming;

(b) The Loan Payments and other amounts to be paid by the Borrower under the Financing Agreement will be sufficient (i) to pay the total principal of and interest on the Bond when and as the Bond matures, and (ii) to pay all other costs and expenses of the Issuer in connection with the issuance of the Bond; and the Financing Agreement also provides that the Borrower is required to pay or cause to be paid all expenses of the operation and maintenance of the Project, including, without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and special

assessments levied upon or with respect to the Project and payable during the term of the Financing Agreement;

(c) Neither the Borrower nor the Purchaser of the Bond have stipulated that part of the Bond proceeds will be paid into a reserve fund, and no reserve fund shall be established or maintained in connection with the retirement of the Bond and the maintenance of the Project as provided by the Financing Agreement;

(d) The issuance and sale of the Bond, the execution and delivery of the Bond Purchase Agreement, the Indenture and the Financing Agreement and the performance of all covenants and agreements of the Issuer contained therein and all other acts and things required under the constitution and laws of the State of Wyoming to make the Bond Purchase Agreement, the Indenture, the Financing Agreement and the Bond valid and binding special obligations of the Issuer in accordance with their terms, are authorized by the Act;

(e) It is desirable that the Bond be issued by the Issuer upon the terms set forth in this Resolution and the Bond Purchase Agreement under the provisions of which the Issuer's interest in the Financing Agreement and in all repayments thereunder (but excluding its rights to reimbursement of expenses and indemnification) will be assigned under the Indenture and pledged to the Trustee as security for the payment of the principal of and interest on the Bond;

(f) Under the provisions of the Act and as provided in the Indenture and the Financing Agreement the Bond is not to be payable from nor charged upon any funds other than amounts payable by the Borrower pursuant to the Bond Purchase Agreement and the Financing Agreement, and the property pledged by the Borrower under the Indenture and the Mortgage; in the event of default the Issuer is not subject to any liability thereon; the Purchaser shall never have the right to compel the exercise of the taxing power of the Issuer to pay the Bond or the interest thereon nor to enforce payment thereof against any property of the Issuer; the Bond shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer; and the Bond issued under the Indenture shall recite that the Bond, including interest thereon, shall not constitute nor give rise to a charge against the general credit or taxing powers of the Issuer and that the Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation;

(g) No member of the Commissioners having acted upon this Resolution in his or her official capacity (i) has a direct or indirect interest in the Project, the Bond Purchase Agreement, the Indenture, the Financing Agreement, the Mortgage or the Bond, (ii) owns any interest in the Project or the Borrower, (iii) is a principal or employee of the Borrower, (iv) will be involved in supervising the completion of the Project on behalf of the Borrower, or (v) will receive any commission, bonus or other remuneration for or in respect to the Project, the Bond Purchase Agreement, the Indenture, the Financing Agreement, the Mortgage or the Bond.

SECTION 4. Approvals and Authorizations. The terms and provisions of the Bond Purchase Agreement, the Indenture, the Financing Agreement and the Mortgage are hereby approved and the Issuer shall enter into the Bond Purchase Agreement, the Indenture and the Financing Agreement in such forms as are hereby approved by the Commissioners; and the Chairman of the Commissioners is hereby authorized and directed to execute and deliver the Bond Purchase Agreement, the Indenture and the Financing Agreement and the County Clerk is hereby authorized and directed to affix the County seal to and to attest such documents.

The terms and provisions of the Bond are hereby approved and the Chairman of the Commissioners is hereby authorized and directed to execute and deliver the Bond and the County Clerk is hereby authorized and directed to affix the seal of the County to the Bond and to attest the

#11(c) - County Bond Resolution

Bond. The signatures on the Bond of the Chairman of the Commissioners and the County Clerk shall be manually subscribed.

SECTION 5. Disclosure. The Issuer has not prepared and will not disseminate any official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Issuer, the Borrower, the Project or the Bond in connection with the issuance, sale and private placement of the Bond, and will not undertake any commitment under Securities and Exchange Commission Rule 15c2-12 (the "Rule") to provide continuing disclosure of material information with respect to the Issuer, the Borrower, the Project or the Bond. Purchase of the Bond falls within the exemptions to the Rule, in that none of the Rule requirements apply to municipal securities in authorized denominations of \$100,000 or more which are sold to no more than 35 sophisticated investors who are not purchasing for more than one account or with a view to distributing the securities.

SECTION 6. Request and Authorization. The Chairman of the Commissioners is hereby authorized to execute and deliver to the Trustee the written request and authorization of the Issuer for the authentication and delivery of the Bond by the Trustee, in accordance with the provisions of the Indenture.

SECTION 7. Designation of Trustee. Zions First National Bank is hereby appointed as Trustee under the Indenture.

SECTION 8. Authorization to Proceed. The officers of the Issuer shall take all action necessary or desirable in conformity with the Act to finance the Project and the Costs of Issuance and for carrying out, giving effect to, consummating and confirming the transactions contemplated by this Resolution, the Bond Purchase Agreement, the Indenture and the Financing Agreement, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the private placement and delivery of the Bond.

SECTION 9. Nature of Obligation. The costs of the Project will be paid out of the proceeds of the Bond and the Bond will not be a general obligation of the Issuer nor shall the Bond, including interest thereon, constitute the debt or indebtedness of the Issuer within the meaning of the constitution or statutes of the State of Wyoming nor shall anything contained in this Resolution or in the Bond, the Bond Purchase Agreement, the Indenture, the Financing Agreement, or any other instrument constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, nor shall the breach of any agreement contained in this Resolution, the Bond, the Bond Purchase Agreement, the Indenture, the Financing Agreement, or any other instrument constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or against its taxing powers, the Issuer having no power to pay out of its general fund, or otherwise contribute any part of the costs of the Project, nor power to operate the Project as a business or in any manner, nor shall the Issuer acquire the Project or any part thereof by condemnation.

SECTION 10. Ratification. All actions (not inconsistent with the provisions of this Resolution) heretofore taken by the Commissioners and the officers of the Issuer directed toward the financing of the Project and the Costs of Issuance and the issuance, sale and private placement of the Bond therefor be, and the same is hereby, ratified, approved and confirmed.

SECTION 11. Bond Resolution Irrepealable. After the Bond is issued, this Resolution shall be and remain irrepealable until the Bond shall have been fully paid, canceled and discharged.

SECTION 12. Repealer. All acts, orders, resolutions or parts thereof taken by the Issuer and in conflict with this Resolution and with the documents hereby approved are

hereby repealed to the extent only of such inconsistency. This repealer shall not be construed so as to revive any act, order, resolution, or part thereof, heretofore repealed.

SECTION 13. Severability. Should any part or provision of this Resolution ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this resolution is severable.

SECTION 14. Effective Date. This Resolution shall be in full force and effect upon its passage and approval.

ADOPTED AND APPROVED as of the 15th day of October, 2013.

**COMMISSIONERS
(S E A L)**

**BOARD OF COUNTY
SWEETWATER COUNTY, WYOMING**

Chairman

ATTESTED:

County Clerk

SWEETWATER COUNTY, WYOMING

as Issuer

and

ZIONS FIRST NATIONAL BANK

as Trustee

INDENTURE OF TRUST

Dated as of _____, 2013

\$34,000,000
SWEETWATER COUNTY, WYOMING
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(LOST CREEK ISR, LLC PROJECT)
SERIES 2013

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST dated as of _____, 2013, by and between **SWEETWATER COUNTY, WYOMING**, a political subdivision of the State of Wyoming and **ZIONS FIRST NATIONAL BANK**, a national banking association duly organized and validly existing under the laws of the United States:

P R E F A C E

All capitalized terms used herein will have the meanings ascribed to them in ARTICLE ONE of this Indenture. Terms not defined herein shall have the meanings provided in the Financing Agreement, the Mortgage, the Bond and the Note, in the priority set forth.

W I T N E S S E T H

WHEREAS, the Issuer is authorized by the Act to finance one or more projects or parts thereof in order to facilitate and promote the sound economic growth of the State of Wyoming, and the development of natural resources and employment opportunities for the citizens of the State by encouraging the expansion of all kinds of business which contribute payrolls and tax base to the State, upon such conditions as the Board of County Commissioners (acting as the governing body of the Issuer) may deem advisable; and

WHEREAS, the Issuer is further authorized by the Act to issue its revenue bonds for the purpose of defraying the cost of financing any project; and

WHEREAS, the State of Wyoming, acting by and through the Wyoming State Treasurer (as Purchaser) is authorized to purchase revenue bonds issued under the Act, subject to the terms and conditions specified under Wyo. Stat. § 9-4-715(m); and

WHEREAS, pursuant to and in accordance with the Act, the Issuer has entered into the Financing Agreement with the Borrower, providing for the undertaking by the Issuer to finance the Project and to pay the Costs of Issuance of revenue bonds to be issued hereunder; and

WHEREAS, pursuant to the Financing Agreement and in order to provide financing for the Project and the Costs of Issuance, the Issuer has determined to issue and sell its \$34,000,000 Sweetwater County, Wyoming, Taxable Industrial Development Revenue Bond (Lost Creek ISR, LLC Project), Series 2013, to be issued under and secured by this Indenture and further secured by the Security Documents as defined in Section 1.01 of the Financing Agreement and a pledge of the revenues and receipts derived by the Issuer pursuant to the Financing Agreement; and the Issuer will make the proceeds of the Bond available to the Borrower, to be repaid at such times and in such amounts, and bearing interest over the life of the Bond, so that such payments equal the payments of the debt service on the Bond; and

WHEREAS, pursuant to this Indenture, the proceeds of the Bond will be deposited with the Trustee in the Project Fund established pursuant to ARTICLE FIVE hereof. Moneys in the Project Fund will be used to pay the Project Costs and Costs of Issuance in the manner set forth in the Financing Agreement; and

WHEREAS, the Issuer's obligation with respect to the Bond is subject to the limitations therein contained, *viz.*, that the Bond is a special, limited obligation of the Issuer and the principal or redemption price or purchase price of, and interest on, the Bond are payable solely from the revenues and assets pledged for its benefit pursuant to this Indenture, the Financing Agreement and the Security Documents; the Bond does not constitute a debt or a pledge of the faith and credit of the Issuer, the State or any political subdivision thereof and the Bond Owner has no right to have

taxes levied by the State or pursuant to the taxing authority of the Issuer or any other political subdivision of the State for the payment of the principal or redemption price or purchase price of, and interest on, the Bond; and

WHEREAS, all things necessary to make the Bond, when authenticated by the Trustee and issued as in this Indenture provided, a valid, binding and legal limited obligation of the Issuer according to the import thereof, and to constitute this Indenture a valid contract for the security of the Bond in accordance with its terms, have been done and performed; and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of said Bond, subject to the terms hereof, have in all respects been duly authorized;

NOW THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

That the Issuer, in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bond by the Purchaser thereof and the sum of ONE DOLLAR to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Bond at any time Outstanding under this Indenture, according to its tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Bond and herein contained, and to declare the terms and conditions upon and subject to which the Bond is issued and secured, has executed and delivered this Indenture and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, pledge, set over and confirm unto the Trustee, and to its successors and assigns forever, all and singular the following described property, franchises and income (the Trust Estate):

FIRST

All rights, title, interest and privileges of the Issuer in, to and under the Financing Agreement, including, but not limited to, all sums which the Issuer is entitled to receive from the Borrower pursuant to the Financing Agreement and in particular the Loan Payments (but excluding the rights of the Issuer to indemnification and certain direct payments to be made to it pursuant to Sections 4.03, 8.02 and 9.04 of the Financing Agreement) and all other sums (including Bond proceeds) which are required to be deposited in the trust accounts in accordance with ARTICLE FIVE hereof;

SECOND

The Security Documents;

THIRD

All revenues and receipts (except Administration Expenses and payments pursuant to Section 8.02 of the Financing Agreement) receivable by or on behalf of the Issuer pursuant to the Financing Agreement including, without limitation, all payments which are to be paid directly to the Trustee for the account of the Issuer.

TO HAVE AND TO HOLD the Trust Estate with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in trust and to them and their assigns forever;

SUBJECT TO the rights of the Borrower under the Financing Agreement and the Security Documents;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit, security and protection of the Bond Owner under and secured by this Indenture;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bond and the Note and the interest due or to become due thereon, at the times and in the manner provided in the Bond, according to the true intent and meaning thereof, and shall cause the payments to be made into the Debt Service Fund as hereinafter required or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, or certain securities as herein permitted and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that the Bond issued and secured hereunder is to be issued, authenticated and delivered and all said property, rights, interests, revenues and receipts hereby pledged and assigned are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the Bond Owner, as follows:

* * * * *

ARTICLE ONE
DEFINITIONS, EXHIBITS AND GENERAL PROVISIONS

Section 1.01. Definitions.

“Act” means the Industrial Development Projects Act, Title 15, Chapter 1, Article 7, Wyo. Stat.

“Additional Charges” means the payments required by Section 4.03 of the Financing Agreement.

“Assignment of Product Sales Contracts” means that certain Assignment of Product Sales Contracts, dated as of the date of delivery of the Bond, by and between the Borrower and the Trustee.

“Bond” means the \$34,000,000 Sweetwater County, Wyoming, Taxable Industrial Development Revenue Bond (Lost Creek ISR, LLC Project), Series 2013, dated as of the date of delivery thereof, issued by Sweetwater County, Wyoming, pursuant hereto.

“Bond Counsel” means an attorney or firm of attorneys nationally recognized as experienced in the field of tax-exempt bonds of governmental issuers appointed by the Issuer and acceptable to the Trustee, the Owner of the Bond and the Borrower.

“Bond Register” means the register maintained by the Trustee pursuant to Section 2.10 hereof.

“Bond Owner” or **“Owner”** or **“Owner of the Bond”** means the Purchaser.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated as of the date of delivery of the Bond, by and among the Issuer, the Borrower and the Purchaser of the Bond.

“Bond Resolution” means the resolution finally passed and adopted by the Commissioners on _____, 2013, authorizing the issuance of the Bond.

“Borrower” means Lost Creek ISR, LLC, a Wyoming limited liability company (including any permitted successor under Section 7.05 of the Financing Agreement).

“Borrower’s Obligations” means all obligations of the Borrower to the Issuer, the Trustee and the Purchaser, whether now existing or hereafter arising, relating to or in connection with the financing of the Project herein provided for, including, without limitation, Borrower's obligations, covenants and agreements under the Bond Purchase Agreement, this Indenture, the Financing Agreement and the Security Documents.

“Borrower’s Representative” means the Person (who may be an employee of the Borrower) at the time designated to act on behalf of the Borrower by written certificate furnished to the Issuer, the Trustee and the Purchaser containing the specimen signature of such Person and signed on behalf of the Borrower by one of its officers. A certificate may designate an alternate or alternates.

“Business Day” means any day other than a Saturday, Sunday or holiday or a day on which banks located in the city in which the principal corporate trust office of the Trustee is located are required or authorized to close for general banking business or on which the Federal Reserve System is closed.

“Chairman” means the Chairman of the Commissioners.

“Closing Date” means _____, 2013, the date of execution and delivery of this Indenture and the Bond.

“Collateral” means the Collateral described and defined in the Mortgage.

“Commissioners” means the Board of County Commissioners of Sweetwater County, Wyoming.

“Contract” means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding or other right or obligation (written or oral).

“Costs of Issuance” means any and all costs and expenses incurred in connection with the issuance, sale and delivery of the Bond, including, but not limited to (i) all fees and expenses of the Issuer; (ii) all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants (including fees payable under the Bond Purchase Agreement pursuant to which the Bond was sold); (iii) any agreed upon initial fee payable to the Trustee for acting in such capacity in connection with the issuance, sale and delivery of the Bond; and (iv) all other costs and expenses relating to the preparation, printing, reproduction, execution, filing and recording, as the case may be, of the Bond Purchase Agreement, this Indenture, the Financing Agreement, the Security Documents, the Bond, and any other related documents entered into or prepared in connection with the issuance, sale and delivery of the Bond and the financing of the Project.

“County” means Sweetwater County, Wyoming (including any successor hereunder), a political subdivision organized and existing under the laws of the State.

“County Clerk” means the Sweetwater County Clerk.

“Debt Service Fund” means the Fund created by Section 5.03 hereof.

“Electronic Means” or **“electronic means”** means telecopy, facsimile transmission, e-mail transmission or other electronic means of communication providing evidence of transmission.

“Equipment” has the meaning given such term in the Uniform Commercial Code and the Mortgage, and includes every piece of equipment owned by Borrower and used in the operation of the Lost Creek Project.

“Event of Default” means those defaults described in Section 8.01 hereof.

“Facility” means the well fields, disposal wells and processing plant facility constructed and operated by the Borrower to produce U₃O₈ (yellowcake), for sale to utilities within the United States and elsewhere, said Facility to be wholly located within the County.

“Financing Agreement” means the Financing Agreement dated as of the Closing Date, including any amendments or supplements thereto, by and between the Issuer and the Borrower.

“Fund” or **“Funds”** means one or more of the accounts established by the Trustee pursuant to ARTICLE V of this Indenture.

“Guaranty” means collectively the payment guaranties of the Guarantors.

“Guaranty Agreements” means the Guaranty Agreements under which the Guarantors guaranty the satisfaction of the Borrower’s Obligations.

“Guarantor” or together, **“Guarantors”** mean Ur-Energy USA Inc. and Ur-Energy Inc., as each of those companies is defined hereinafter.

“Improvements” means all buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment. The term **“Improvements”** also includes every improvement set forth in the Mortgage and every improvement on the Lands.

“Indenture” means this Indenture of Trust, dated as of the date of delivery of the Bond, between the Issuer and the Trustee, including any indentures supplemental hereto, pursuant to which the Bond is authorized to be issued and secured.

“Independent Counsel” means an attorney licensed to practice in the State who does not represent the Issuer, the Borrower or the Bond Owner.

“Interests in Real Estate” means all of the Lands and mineral rights, Unpatented Mining Claims and State Leases currently owned, held or leased or to be acquired by the Borrower with proceeds of the Loan and described in EXHIBITS A and B to the Mortgage.

“Issuer” means Sweetwater County, Wyoming, and any successor hereunder.

“Lands” means all lands and interests which are either described in EXHIBIT A and EXHIBIT B of the Mortgage or the description of which is incorporated in EXHIBIT A and EXHIBIT B of the Mortgage by reference to another instrument or document.

“Loan” means the loan of Bond proceeds by the Issuer to the Borrower described in Section 4.01 of the Financing Agreement.

“Loan Payments” means those amounts necessary to repay the Loan made under the Financing Agreement.

“Lost Creek Project” means the Interests in Real Estate, Lands, Equipment and construction of a Facility to extract uranium located within Sweetwater County, Wyoming (as described in EXHIBIT A to the Financing Agreement).

“Maturity Date” means October 15, 2021, or such earlier date as the Principal Balance of the Bond shall be due and payable.

“Mortgage” means that certain Mortgage, Assignment of Revenues, Security Agreement, Fixture Filing and Financing Statement, dated as of the date of delivery of the Bond, from the Borrower, as mortgagor, to the Trustee, as mortgagee, relating to the Collateral and the Mortgaged Property, as the same may from time to time be amended or supplemented as provided therein and in this Indenture.

“Mortgaged Property” means the Mortgagor’s interests subject to the Mortgage.

“Note” means that certain promissory note in the principal amount of \$34,000,000, dated as of the date of delivery of the Bond and due on October 1, 2021, from the Borrower to the Issuer, in the form attached to the Financing Agreement as EXHIBIT B.

“Opinion of Counsel” means an opinion in writing of legal counsel, who may be counsel to the Issuer, the Borrower or the Bond Owner.

“Ore” means all processed and unprocessed metallic and nonmetallic ore, including uranium and uranium ore minerals, and all other locatable minerals located in, on or under all or any part of the Lands or otherwise produced therefrom.

“Outstanding” means, as of any particular time, the Principal Balance of the Bond and all interest accrued thereon.

“Payment Date” means a date on which interest and/or principal is due on the Bond.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Post-Production Contracts” means contracts, if any, now in effect or hereafter entered into by the Borrower, for the sale, purchase, exchange, supply, handling, processing, refining, beneficiation, marketing and/or transportation of Ore produced from all or any part of the Lands or from any other lands any production from which, or profits or proceeds from such production, is attributable to any interest in the Lands or to any interest described in EXHIBIT A to the Mortgage; provided however that Post-Production Contracts excludes Product Sales Contracts.

“Principal Balance,” as it relates to the Bond, the Note or the Loan, means \$34,000,000 or so much thereof as remains unpaid thereon from time to time.

“Product Sales Contracts” means the Contracts for the sale of uranium produced by the Borrower, a listing of which has been disclosed in writing to the Purchaser.

“Project” means the Lost Creek Project.

“Project Costs” means any and all costs, expenses, fees and charges paid or incurred in connection with the completion of the Project and the issuance of the Bond, including:

A. all Costs of Issuance and Administration Expenses (as defined in the Financing Agreement);

B. all advances, payments and expenditures in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof);

C. all costs and fees for architectural, engineering, environmental, consulting, testing, design, appraisal, legal, accounting, financial, statistical and other technical and supervisory services necessary or incident to the design, acquisition, development, construction and equipping of the Project (including, without limitation, the costs of all licenses and permits employed or obtained in connection therewith);

D. all costs incurred in connection with the acquisition, development, construction and installation of equipment, machinery or furnishings included within or constituting a part of the Project;

E. payment or reimbursement for labor, services, materials, equipment and supplies (including, without limitation, water, electricity, transportation and utility services) used, furnished or installed in the acquisition, development, construction and equipping of the Project, and payment

of amounts due under contracts for the acquisition, development, construction and equipping of the Project;

F. to the extent not paid by any contractor or subcontractor engaged to construct or install any part of the Project, payment of premiums on all insurance required to be taken out and maintained with respect to construction prior to the Completion Date;

G. all expenses incurred in seeking to enforce any remedy against any contractor, subcontractor or other Person in respect of any default under a contract or other liability or obligation relating to the Project;

H. payment of taxes, assessments and other charges, if any, that may become payable prior to the Completion Date with respect to the Project;

I. all interest and financing fees accruing on money borrowed or to be borrowed by the Borrower for financing of Project Costs during acquisition, development and construction; and

J. without limitation by the foregoing, all other expenses which constitute necessary capital expenditures for the completion of the Project and are authorized by the Act and Wyo. Stat. §9-4-715(m) to be paid from the proceeds of the Bond; and

K. reimbursement for all advances, payments and expenditures made or to be made by the Borrower, the Issuer, and any other Person with respect to any of the foregoing expenses.

“Project Fund” means the Fund by that name established pursuant to ARTICLE FIVE hereof.

“Purchaser” means the State of Wyoming, acting by and through the Wyoming State Treasurer.

“Release Price” means the amount necessary to redeem or cause a portion of the Principal Balance of the Bond to be “deemed paid” within the meaning of Section 5.06 of the Financing Agreement and Section 3.02 of this Indenture in a principal amount authorized by the Bond Owner.

“Representative of the Trustee” means the Person (who must be an employee of the Trustee) at the time designated to act on behalf of the Trustee by written certificate furnished to the Issuer, the Borrower and the Purchaser containing the specimen signature of such Person and signed on behalf of the Trustee by one of its officers. A certificate may designate an alternate or alternates.

“Security Documents” means the Mortgage, the Guaranty Agreements, the Assignment of Product Sales Contracts and any other instruments or documents securing the Borrower’s Obligations.

“State” means the State of Wyoming.

“State Leases” means those State of Wyoming mineral leases identified in EXHIBIT B of the Mortgage, to which Borrower is the Lessee.

“State Treasurer” means the duly elected and qualified treasurer of the State of Wyoming.

“Trust Estate” means the property pledged and assigned to the Trustee pursuant to the Granting Clauses hereof.

“Trustee” means Zions First National Bank, including any successor Trustee or co-Trustee appointed, qualified and acting as such under the provisions of this Indenture.

“Unpatented Mining Claim” means a particular parcel of federal land, valuable for a specific locatable mineral deposit or deposits. It is a parcel for which an individual has asserted a right of possession. The right is restricted to the extraction and development of a locatable mineral deposit. The rights granted by a mining claim are valid against a challenge by the United States and other claimants only after the discovery of a valuable mineral deposit.

“Ur-Energy USA Inc.” means the Colorado corporation which is the sole Member and manager of Lost Creek ISR, LLC (Borrower), and which is a Guarantor of the Borrower’s Obligations.

“Ur-Energy Inc.” means the corporation continued under the Canadian Business Corporations Act, which is the sole shareholder of Ur-Energy USA Inc., and which is a Guarantor of the Borrower’s Obligations.

Section 1.02. Rules of Interpretation.

(a) This Indenture shall be interpreted in accordance with and governed by the laws of the State of Wyoming.

(b) The words “herein” and “hereof” and “hereunder” and words of similar import, without reference to any particular section or subdivision, refer to this Indenture as a whole rather than to any particular section or subdivision hereof.

(c) References in this instrument to any particular article, section or subsection hereof are to the designated article, section or subsection of this instrument as originally executed.

(d) Any terms not defined herein but defined in the Financing Agreement, Security Documents or other related documents shall have the same meaning herein unless the context hereof requires otherwise.

(e) The table of contents and titles of articles and sections herein are for convenience only and are not a part of this Indenture.

(f) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(g) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(h) Any Opinion of Counsel called for herein shall be a written opinion of such counsel.

Section 1.03. Compliance Certificates and Opinions.

(a) Upon any application or request by the Borrower to the Issuer or the Trustee to take any action under any provision of this Indenture, the Borrower shall furnish the Issuer or the Trustee with a certificate stating that all conditions precedent, if any, provided for in this Indenture, the Financing Agreement and the Security Documents relating to the proposed action have been complied with and upon the reasonable request of the Issuer or the Trustee an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied

with, except that in the case of any such application or request under any provision of this Indenture pursuant to which the furnishing of such documents is specifically required by such provision, no additional certificate or opinion need be furnished.

(b) Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that in the opinion of each such individual, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement that in the opinion of each such individual, such condition or covenant has been complied with.

Section 1.04. Form of Documents Delivered to Issuer or Trustee.

(a) In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(b) Any certificate or opinion of an officer of the Borrower may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Borrower stating that the information with respect to such factual matters is in the possession of the Borrower, unless such counsel knows, or should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous.

(c) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 1.05. Limitation on Issuer Liability. No agreements or provisions contained in this Indenture nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project shall give rise to any pecuniary liability of the Issuer or a charge against its general credit or taxing powers, or shall obligate the Issuer financially in any way. No failure of the Issuer to comply with any term, condition, covenant or agreement herein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Project or revenues therefrom or proceeds of the Bond; and no execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds

or taxing powers of the Issuer. Nothing herein shall preclude a proper party in interest from seeking and obtaining specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein; provided, that no costs, expenses or other monetary relief shall be recoverable from the Issuer except as may be payable from the Project or its revenues.

Section 1.06. Sovereign Immunity.

Neither Sweetwater County, Wyoming, nor the Board of County Commissioners of Sweetwater County, Wyoming, waives sovereign immunity by entering into this Indenture and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law.

* * * * *

ARTICLE TWO

THE BOND

Section 2.01. Authorized Amount and Form of Bond.

The Bond shall be executed and delivered in accordance with this **ARTICLE TWO**. The total Principal Balance of the Bond that may be Outstanding hereunder is expressly limited to \$34,000,000.

The Bond secured by this Indenture shall be issued in fully registered form in substantially the form set forth herein with such appropriate variations, omissions and insertions as are permitted or required by this Indenture, and in accordance with the further provisions of this **ARTICLE TWO**.

The Bond, together with the Trustee's Certificate of Authentication and the registration information thereon, shall be in substantially the following form:

[Balance of this page intentionally left blank.]

THE BOND REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATES, AND IS BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND CANNOT BE TRANSFERRED OR RESOLD UNLESS IT IS REGISTERED UNDER THE SECURITIES ACT AND SUCH LAWS, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

**UNITED STATES OF AMERICA
STATE OF WYOMING
COUNTY OF SWEETWATER**

No. R0001

\$34,000,000

**TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(LOST CREEK ISR, LLC PROJECT)
SERIES 2013**

Interest Rate
5.75%

Maturity Date
October 15, 2021

Original Issue Date
_____, 2013

**REGISTERED OWNER: The State of Wyoming
#83-0208667**

PRINCIPAL AMOUNT: THIRTY-FOUR MILLION DOLLARS

SWEETWATER COUNTY, WYOMING (the "Issuer"), for value received, promises to pay to the Registered Owner named above, but only from the Lost Creek ISR, LLC Project Debt Service Fund (the "Debt Service Fund"), the principal sum of **THIRTY-FOUR MILLION DOLLARS** (\$34,000,000), or so much thereof as remains unpaid from time to time (the "Principal Balance"), together with interest thereon from the date hereof (computed on the basis of a 360-day year of twelve 30-day months), at an annual fixed rate of **FIVE AND SEVENTY-FIVE HUNDREDTHS PERCENT (5.75%)**.

Interest only on the Principal Balance of this Bond shall be paid in arrears in quarterly installments on the fifteenth (15th) day of January 2014, April 2014, July 2014 and October 2014. Principal and interest on the Principal Balance of this Bond shall be fully amortized over seven (7) years and paid in quarterly installments on the fifteenth (15th) day of each January, April, July and October, commencing January 15, 2015 through October 15, 2021 (the "Maturity Date"), or such earlier date as the Principal Balance hereof with interest thereon shall have been paid in full. Any overdue portion of said Principal Balance and, to the extent permitted by law, any overdue installment of interest shall bear interest at the rate of 18% per annum.

This Bond in the principal amount of \$34,000,000, is issued in accordance with an Indenture of Trust dated as of _____, 2013 (the "Indenture"), duly executed and delivered by the Issuer to Zions First National Bank (the "Trustee"), setting forth the terms upon which this Bond

is issued. This Bond is issued by the Issuer for the purpose of making a Loan of the proceeds thereof (the "Loan") to Lost Creek ISR, LLC, a Wyoming limited liability company (the "Borrower") under the provisions of a Financing Agreement dated as of _____, 2013, by and between the Issuer and the Borrower (the "Financing Agreement"), for the purpose of providing funds for the purchase of Interests in Real Estate, Lands, Equipment and construction of a Facility to extract uranium located within Sweetwater County, Wyoming (the "Project") and to pay the costs incidental to the authorization, issuance and sale of such Bond (the "Costs of Issuance"). The Borrower has agreed under the Financing Agreement to repay the Loan, together with interest thereon, in amounts and at times sufficient to pay the principal of and interest on this Bond as the same become due and payable (the "Loan Payments"). Pursuant to the Indenture, the Issuer has assigned and pledged to the Trustee, for the benefit of the Bond Owner, the Loan Payments due under the Financing Agreement. Pursuant to the Mortgage, Assignment of Revenues, Security Agreement, Fixture Filing and Financing Statement dated as of _____, 2013 (the "Mortgage"), executed by the Borrower and the Trustee, the Borrower has granted to the Trustee, for the benefit of the Bond Owner, a security interest in the Collateral (as defined therein) to secure the repayment of the Loan. The payments of the principal of and interest on the Bond are additionally secured by the delivery of certain Guaranties by Ur-Energy USA Inc. and Ur-Energy Inc. (together the "Guarantors") dated the date of this Bond under which the Guarantors have guaranteed all of the Borrower's Obligations under the Financing Agreement and such Guaranties have been assigned by the Issuer to the Trustee for the benefit of the Bond Owner. **NO ADDITIONAL BONDS OR OTHER OBLIGATIONS MAY BE ISSUED AND SECURED BY THE MORTGAGE AND OTHER SECURITY DOCUMENTS.** The Mortgage and Guaranties may be released or modified in any respect upon compliance with certain conditions in the Indenture. Reference is hereby made to the Mortgage, the Guaranty Agreements, the Financing Agreement, the Indenture, including all indentures supplemental thereto, for a description of the property encumbered and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights of the Issuer, and the rights, duties and Borrower's Obligations, the Trustee, and the Bond Owner and the terms upon which the Bond is issued and secured.

The Principal balance of the Bond is subject to redemption prior to the Maturity Date as follows:

(A) *Optional Redemption.* The Principal Balance of this Bond will be subject to optional redemption by the Issuer, at the direction of the Borrower, without penalty, in whole or in part, on any date (other than during the period of June 15 through and including June 30) for which at least thirty (30) days prior written notice can be given to the Trustee and the Owner of this Bond, from money transferred to the Trustee by the Borrower and deposited into the Debt Service Fund. Upon any partial redemption of this Bond, with interest accrued thereon, the Bond Owner shall make an appropriate notation on this Bond indicating the date and amount of payment, except in the case of final maturity, in which case the Bond must be presented to the Trustee prior to payment.

(B) *Special Redemption Upon Certain Events of Casualty or Condemnation.* The Principal Balance of this Bond will be subject to prepayment at any time, without penalty, in whole or in part, on any date (other than during the period of June 15 through and including June 30) for which at least thirty (30) days prior written notice can be given to the Trustee and the Owner of this Bond, from money transferred to the Trustee by the Borrower and others and deposited into the Property Insurance and Award Fund, if the Borrower exercises its right to prepay the Loan at such time that all or substantially all of the Collateral shall have been damaged or destroyed or there occurs condemnation of all or substantially all of the Mortgaged Property, or in the event of the repeal or modification of the current General Mining Law of 1872 during the term of the Indenture or the taking by eminent domain of such use or control of the Mortgaged Property as in each case renders the Collateral and the Mortgaged Property unsatisfactory to the Bond Owner as security on the Bond and Borrower has not elected, as expressed in a certificate delivered to the Trustee within sixty (60) days after the occurrence of such event, to restore or replace the Collateral and Mortgaged

Property with other property of similar value that is acceptable to the Bond Owner. The principal amount of the Bond to be so redeemed shall be equal to the Release Price paid for such Collateral and Mortgaged Property by the Borrower pursuant to the terms of the Financing Agreement.

(C) Special Redemption Upon Unenforceability of Financing Agreement. The Principal Balance of this Bond will be subject to prepayment at any time, without penalty, on any date (other than during the period of June 15 through and including June 30) for which at least thirty (30) days prior written notice can be given to the Trustee and the Owner of this Bond, at a redemption price equal to the Principal Balance and accrued interest to the redemption date, if as a result of any changes in the constitution of the State of Wyoming or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or of final decree, judgment or order of any court or administrative body (whether state or federal), the Financing Agreement becomes void or unenforceable or impossible to perform in accordance with the intent and purpose of the parties as expressed in the Financing Agreement.

If the date for payment of the principal of or interest on this Bond is a Saturday, Sunday or holiday or a day on which banks located in the city in which the principal corporate trust operations center of the Trustee is located are required or authorized to close for general banking business or on which the Federal Reserve System is closed, then the date for such payment is to be the next succeeding day which is not a Saturday, Sunday or holiday or a day on which banks located in the city in which the principal corporate trust operations center of the Trustee is located are required or authorized to close for general banking business or on which the Federal Reserve System is closed, and payment on such date has the same force and effect as if made on the nominal date of payment.

In addition to the foregoing, if under certain circumstances an Event of Default, as defined in the Indenture, occurs, the Principal Balance of the Bond and all interest accrued thereon may, without prior notice to the Borrower, be declared due and payable in the manner and with the effect provided in the Financing Agreement and Indenture.

This Bond is issued pursuant to and in full compliance with the constitution and laws of the State of Wyoming, particularly the Act, and pursuant to the Bond Resolution adopted and approved by the Issuer, which resolution authorized the execution and delivery of the Indenture, and the issuance of the Bond as a special, limited obligation payable solely from revenues derived from the Financing Agreement except that under certain circumstances the Bond may be payable from Bond proceeds, insurance proceeds, condemnation proceeds and the proceeds of security given for the Loan. The Loan Payments under the Financing Agreement are scheduled to be sufficient to pay the principal of and interest on the Bond as the same become due and payable and are to be paid to the Trustee for the account of the Issuer and credited to the Debt Service Fund as a special trust Fund account created by the Issuer and have been and are hereby pledged for that purpose. **THE BOND AND THE INTEREST THEREON DO NOT AND SHALL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE OF WYOMING AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE STATE OF WYOMING OR ANY OF ITS POLITICAL SUBDIVISIONS, OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER.**

The Owner of this Bond shall have the right to enforce the provisions of the Indenture, to institute action to enforce the covenants therein, to take any action with respect to any Event of Default under the Indenture and to institute, appear in or defend any suit or other proceedings with respect thereto, all as provided in the Indenture. Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

With the consent of the Issuer, the Borrower, the Trustee and the Bond Owner, as appropriate, and to the extent permitted by and as provided in the Indenture, the terms and provisions of the Indenture, the Financing Agreement, the Security Documents or of any instrument supplemental thereto, may be modified or altered.

The Indenture also contains provisions permitting the Bond Owner to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Bond Owner of this Bond shall be conclusive and binding upon such Bond Owner.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Bond and the series of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless the Certificate of Authentication hereon shall have been executed by the Trustee.

IN WITNESS WHEREOF, Sweetwater County, Wyoming, by its governing body, has caused this Bond to be executed in its name by the manual signatures of the Chairman of the Board of County Commissioners and the County Clerk, a manual impression of the seal of the County and by the manual signature of an authorized Representative of the Trustee acting as authenticating agent.

SWEETWATER COUNTY, WYOMING

COUNTY SEAL

By: _____
Chairman, Board of County Commissioners

ATTEST:

County Clerk

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2013 Bond described in the within mentioned Indenture.

Date of Registration: _____

ZIONS FIRST NATIONAL BANK
as Trustee

By: _____
Authorized Representative

PAYMENT PANEL

The following installments of principal of this Bond have been paid in accordance with the terms of the Indenture authorizing the issuance of this Bond.

**Date of
Payment**

**Principal
Prepaid**

**Signature of Authorized
Representative of
Registered Owner**

[Balance of this page intentionally left blank.]

Section 2.02. Initial Issue.

The Bond shall be initially issued in the principal amount of \$34,000,000 and shall:

- (1) be dated the date of its registration as provided in Section 2.10 hereof;
- (2) be issued and delivered to the Bond Owner as a fully registered Bond and be numbered R001;
- (3) mature on October 15, 2021 (the "Maturity Date"), and bear interest from the date set forth in subsection (1) above until paid or discharged as herein provided, at an annual fixed rate of five and three-quarters percent (5.75%);
- (4) interest only on the Principal Balance of the Bond shall be paid in arrears in quarterly installments on the fifteenth (15th) day of January 2014, April 2014, July 2014 and October 2014. Principal and interest on the Principal Balance of the Bond shall be fully amortized over seven (7) years and paid in quarterly installments on the fifteenth (15th) day of each January, April, July and October, commencing January 15, 2015 through October 15, 2021, or such earlier date as the Principal Balance thereof with interest thereon shall have been paid in full;
- (5) be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, at the principal corporate trust office of the Trustee; and
- (6) be subject to redemption upon the terms and conditions and at the prices specified in **ARTICLE THREE** hereof.

If the date for payment of the principal of or interest on the Bond shall be a day which is not a Business Day, then the date for such payment shall be the next succeeding day which is a Business Day, and payment on such later date shall have the same force and effect as if made on the nominal date of payment.

Section 2.03. Execution.

The Bond shall be executed on behalf of the Issuer by the manual signature of the Chairman of the Commissioners and the County Clerk, and the seal of the Issuer shall be affixed thereon. The Bond shall also be executed manually by the Trustee as authenticating agent as provided in Section 2.04 hereof. In the event of disability or resignation or other absence of either such County officer, the Bond may be signed by the manual signature of that officer who may act in behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

Section 2.04. Authentication.

The Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Indenture unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed manually by an authorized Representative of the Trustee. The Trustee shall authenticate the signatures of officers of the Issuer on the Bond by execution of the Certificate of Authentication; and the executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Indenture.

Section 2.05. Delivery of Bond.

Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate the Bond and the Trustee shall deliver the Bond to the Purchaser as may be directed by the Issuer after filing with the Trustee the following:

- (1) original executed counterparts of the Financing Agreement, Guaranty Agreements, the Assignment of Product Sales Contracts and this Indenture;
- (2) original executed counterpart of the Mortgage recorded, or to be recorded, with the County Clerk of Sweetwater County, Wyoming, and of financing statements filed, or to be filed, with the Wyoming Secretary of State, and at such other offices as Bond Counsel shall have required;
- (3) chattel lien searches;
- (4) a copy of the Bond Resolution adopted and approved by the Commissioners on _____, 2013, approving the Project, the execution and delivery of this Indenture and the Financing Agreement, and the issuance of the Bond;
- (5) a copy of the resolution adopted by the Borrower evidencing approval of all matters contemplated herein and naming those officials authorized to execute the Bond Purchase Agreement, the Financing Agreement, the Note, the Mortgage, the Assignment of Product Sales Contracts and any other certificates, documents, debt instruments necessary for the Loan or other instruments necessary for the execution and delivery of the Bond;
- (6) copies of the respective approving resolutions of the Guarantors, along with copies of the Guaranty Agreements;
- (7) a request and authorization (which may be part of a certificate of the Issuer) to the Trustee on behalf of the Issuer, signed by the Chairman of the Commissioners and County Clerk, to deliver the Bond to the Purchaser therein identified upon payment to the Trustee for the account of the Issuer of a specified sum;
- (8) certificates of insurance evidencing that the insurance coverage required by the Financing Agreement and the Mortgage is in full force and effect;
- (9) current Certificates of Good Standing for the Borrower and the Guarantors;
- (10) the opinion of the Borrower's attorney in the form required by Bond Counsel;
- (11) the opinions of counsel to the respective Guarantors in the form required by Bond Counsel;
- (12) the opinions of Bond Counsel approving the legality of the Bond; and
- (13) any other documents or opinions which Bond Counsel may reasonably require for purposes of rendering their opinions required under subsection (12) of this Section.

Section 2.06. Trustee's Authentication Certificate.

The Trustee's authentication certificate upon the Bond shall be substantially in the form and tenor hereinbefore recited. The Bond shall not be secured hereby nor shall it be entitled to the benefit hereof, nor shall the Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Trustee; and such

certificate of the Trustee upon the Bond shall be conclusive evidence and the only competent evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Trustee.

Section 2.07. Issuance of Additional Bonds.

No Additional Bonds shall be issued under this Indenture.

Section 2.08. Mutilated, Lost and Destroyed Bond.

In case the Bond issued hereunder is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond of like date, maturity and denomination to that mutilated, lost, stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Issuer and the Trustee an affidavit of the Bond Owner satisfactory to the Issuer and the Trustee. The Bond Owner will pay the reasonable expenses and charges of the Trustee and Issuer.

Section 2.09. Ownership of Bond.

The Issuer and the Trustee may deem and treat the Bond Owner, whether or not such Bond shall be overdue, as the absolute Owner of such Bond for the purpose of receiving payment thereof and for all other purposes whatsoever, and the Issuer (or any agent thereof) and the Trustee shall not be affected by any notice to the contrary.

Section 2.10. Registration.

(1) The Issuer will cause to be kept at the corporate trust operations center of the Trustee a Bond Register in which, subject to such reasonable regulations as the Trustee may prescribe, the Issuer shall provide for the registration of the Bond; and the Trustee is hereby appointed "Bond Registrar" for the purpose of registering the Bond as herein provided. The Bond Register shall contain a record of the Bond, together with the name and address of the Bond Owner, the date of authentication, the dates of payment, and such other matters as are appropriate for the Bond Register in the estimation of the Trustee.

(2) THE BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATES, AND IS BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND CANNOT BE TRANSFERRED OR RESOLD UNLESS IT IS REGISTERED UNDER THE SECURITIES ACT AND SUCH LAWS, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

Section 2.11. Destruction of Bond.

Whenever the Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount and interest represented thereby, such Bond shall be canceled and destroyed by the Trustee and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer and the Borrower.

* * * * *

**ARTICLE THREE
REDEMPTION OF BOND BEFORE MATURITY**

Section 3.01. Optional Redemption.

The Principal Balance of the Bond will be subject to optional redemption by the Issuer, at the direction of the Borrower, without penalty, in whole or in part, on any date (other than during the period of June 15 through and including June 30) for which at least thirty (30) days prior written notice can be given to the Trustee and the Owner of the Bond, from money transferred to the Trustee by the Borrower and deposited into the Debt Service Fund. Upon any partial redemption of the Bond, with interest accrued thereon, the Bond Owner shall make an appropriate notation on the Bond indicating the date and amount of payment, except in the case of final maturity, in which case the Bond must be presented to the Trustee prior to payment.

Section 3.02. Special Redemption Upon Certain Events of Casualty or Condemnation.

The Principal Balance of the Bond will be subject to prepayment at any time, without penalty, in whole or in part, on any date (other than during the period of June 15 through and including June 30) for which at least thirty (30) days prior written notice can be given to the Trustee and the Owner of the Bond, from money transferred to the Trustee by the Borrower and others and deposited into the Property Insurance and Award Fund, if the Borrower exercises its right to prepay the Loan at such time that all or substantially all of the Collateral shall have been damaged or destroyed or there occurs condemnation of all or substantially all of the Mortgaged Property, or in the event of the repeal or modification of the current General Mining Law of 1872 during the term of the Indenture or the taking by eminent domain of such use or control of the Mortgaged Property as in each case renders the Collateral and the Mortgaged Property unsatisfactory to the Bond Owner as security on the Bond and Borrower has not elected, as expressed in a certificate delivered to the Trustee within sixty (60) days after the occurrence of such event, to restore or replace the Collateral and Mortgaged Property with other property of similar value that is acceptable to the Bond Owner. The principal amount of the Bond to be so redeemed shall be equal to the Release Price paid for such Collateral and Mortgaged Property by the Borrower pursuant to the terms of the Financing Agreement.

Section 3.03. Special Redemption Upon Unenforceability of Financing Agreement.

The Principal Balance of the Bond will be subject to prepayment at any time, without penalty, on any date (other than during the period of June 15 through and including June 30) for which at least thirty (30) days prior written notice can be given to the Trustee and the Owner of the Bond, at a redemption price equal to the Principal Balance and accrued interest to the redemption date, if as a result of any changes in the constitution of the State of Wyoming or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or of final decree, judgment or order of any court or administrative body (whether state or federal), the Financing Agreement becomes void or unenforceable or impossible to perform in accordance with the intent and purpose of the parties as expressed in the Financing Agreement.

Section 3.04. Notice of Redemption.

Upon receipt of written notice from the Borrower as required by Section 10.04 of the Financing Agreement, Trustee shall provide notice of redemption to the Bond Owner of the type and date of redemption and the principal and interest amounts that shall be payable on the Bond.

**Section 3.05. Principal and Interest Due and Payable on Redemption Date;
Interest Ceases to Accrue.**

Not later than three (3) Business Days prior to the redemption date specified in the notice of redemption, an amount of money sufficient to redeem principal called for redemption at the appropriate redemption price, including accrued interest to the date fixed for redemption, shall be deposited with the Trustee. Interest due on or prior to any redemption date shall continue to be payable to the Bond Owner according to the terms of the Bond and in the customary manner. On the redemption date the principal to be redeemed, together with the accrued interest thereon to such date, shall become due and payable and from and after such date, notice having been given and deposit having been made in accordance with the provisions of this Article, then no further interest shall accrue on any such principal. If any principal of the Bond called for redemption shall not be paid on the redemption date, the Principal Balance of the Bond shall continue to bear interest until paid at the rate specified in the Bond. From and after such date of redemption (such notice having been given and such deposit having been made) the principal of the Bond so redeemed shall no longer be deemed to be Outstanding hereunder, and the Issuer shall be under no further liability in respect thereof.

* * * * *

ARTICLE FOUR GENERAL COVENANTS

Section 4.01. Payment of Principal and Interest.

Solely from the moneys derived from the Financing Agreement (other than to the extent payable from proceeds of the Bond, temporary investments, or amounts recovered under the Security Documents), the Issuer will duly and punctually pay the principal of and interest on the Bond in accordance with the terms of the Bond and this Indenture. Moneys derived from the Financing Agreement include all moneys derived from the Granting Clauses set forth herein, including, but not limited to, Loan Payments under the Financing Agreement, and trust funds deposited in the Fund or Funds established under ARTICLE FIVE herein to the extent and in the manner provided in said ARTICLE. Nothing in the Bond or in this Indenture shall be considered as assigning or pledging funds or assets of the Issuer other than those covered by the Granting Clauses set forth herein.

Section 4.02. Performance of and Authority for Covenants.

The Issuer covenants that it will faithfully perform at all times any and all of its covenants, undertakings, stipulations and provisions contained in this Indenture, the Bond and in all proceedings of the Commissioners pertaining thereto; that it is duly authorized under the constitution and laws of the State, including particularly and without limitation the Act, to issue the Bond authorized hereby, to execute this Indenture, to loan the Bond proceeds to the Borrower and to assign and pledge the payments from the Financing Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bond is and will be a valid and enforceable obligation of the Issuer according to the terms thereof.

Section 4.03. Instruments of Further Assurance.

The Issuer covenants that it has not made, done, executed or suffered, and will not make, do, execute or suffer, any act or thing whereby its interest in the Financing Agreement or any part thereof is now or at any time hereafter impaired, changed or encumbered in any manner whatsoever, except as may be expressly permitted herein; and that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the sums assigned and pledged hereby to the payment of the principal of and interest on the Bond.

Section 4.04. Recording and Filing.

The Bond Owner, at the expense of the Borrower, shall be responsible for the original filing of all Security Documents and related filing statements. Thereafter the Trustee, at the Borrower's expense, shall pay all fees, taxes and charges and execute, record, register, deposit and file every other instrument in addition or supplemental to the initial Security Documents, including financing statements and continuations thereof, in such offices and places and at such times and as often as may be reasonably necessary to preserve and protect fully the security of the Bond Owner and the rights of the Trustee hereunder and under any other instruments aforesaid. The charges for all filings shall constitute Additional Charges under this Indenture.

Section 4.05. Books and Records.

The Trustee will keep proper books or records and accounts in which full, true and correct entries will be made of all its financial dealings or transactions in relation to the Collateral, the

Guaranty Agreements and the Mortgaged Property and the payments derived from the Financing Agreement, this Indenture and the Security Documents. At reasonable times and under reasonable regulations established by the Trustee, such books shall be open to the inspection of the Bond Owner and such accountants or other agencies as the Bond Owner may from time to time designate.

Section 4.06. Rights Under Financing Agreement.

The Financing Agreement sets forth covenants and obligations of the Issuer and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations. The Issuer agrees to cooperate in the enforcement of all covenants and Borrower's Obligations under the Financing Agreement and agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all Borrower's Obligations under and pursuant to the Financing Agreement and on behalf of the Bond Owner, whether or not the Issuer has undertaken to enforce such rights and obligations.

Section 4.07. Rights Under Security Documents.

(1) The Issuer acknowledges that it is not a party to the Security Documents, and that such instruments further secure payment of the Bond and interest thereon, and reference is hereby made to the same for a detailed statement of the obligations of the parties thereto. The Issuer therefore agrees that, unless specifically prohibited under this Indenture, the Trustee in its name may enforce all obligations under and pursuant to such instruments and as herein provided, on behalf of the Bond Owner and without the consent of the Issuer.

(2) Subject to the terms hereof and of the Security Documents, until the happening of an Event of Default hereunder, the Borrower shall be permitted to possess, use and enjoy the Collateral and the Mortgaged Property and to receive and use the issues and profits of the Collateral and the Mortgaged Property. The Borrower is authorized (i) under the Mortgage to obtain release of certain Collateral and Mortgaged Property from the Mortgage under the conditions set forth in the Mortgage; and (ii) under the Financing Agreement to obtain release of the Collateral and Mortgaged Property from the Mortgage under the conditions set forth in the Financing Agreement. Pursuant to such provisions of the Mortgage and the Financing Agreement, the Trustee is authorized and directed to execute the necessary instruments to evidence the release of such Collateral or Mortgaged Property.

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**ARTICLE FIVE
FUNDS AND ACCOUNTS**

Section 5.01. Trust Funds Pledged and Assigned to the Trustee.

The proceeds of the Bond and all payments, revenues and income receivable by the Issuer under the Financing Agreement and pledged and assigned by this Indenture to the Trustee, together with the balance of the Trust Estate, are to be paid directly to the Trustee and, subject to the provisions of Section 8.06 hereof, disbursed or deposited by it as described in this ARTICLE FIVE and held in trust for the purposes set forth herein, and shall not be subject to any lien, levy, garnishment or attachment by any creditor of the Issuer or the Borrower, nor shall they be subject to any assignment or hypothecation by the Borrower. The Trustee shall at all times maintain accurate records of deposits into such Funds and the sources and timing of such deposits.

Section 5.02. Project Fund.

There is hereby created the Lost Creek ISR, LLC Project Fund, into which the proceeds of the Bond shall be deposited and used and withdrawn by the Trustee only as provided in this Section 5.02.

The Trustee is authorized and directed to make payments of Costs of Issuance and Project Costs as provided in Section 3.02 of the Financing Agreement to or upon the order of the Borrower, and approval of the Bond Owner, in amounts stated to be due and payable in the Borrower's request for disbursement, substantially in the form of EXHIBIT C to the Financing Agreement, which shall be filed with the Trustee from time to time, together with such documentation as may be required thereunder, certifying that such amounts may properly be paid or reimbursed to the Borrower as Costs of Issuance and Project Costs.

The completion date of the Project (the "Completion Date:") shall be established by the filing of a Borrower's Representative certificate with the Trustee. Funds remaining in the Project Fund, if any, shall be disbursed by the Trustee to or upon the order of the Borrower's Representative, and approval of the Bond Owner, in such amount as may be necessary to pay, or reimburse to the Borrower, any part of the Project Costs which has not theretofore been paid by the Borrower or has not theretofore been reimbursed to the Borrower in accordance with this Section 5.02; provided that the amount to be paid or reimbursed shall be set forth in a completed Disbursement Request in the form set forth in EXHIBIT D to the Financing Agreement. Any balance then remaining in the Project Fund shall be transferred to the Debt Service Fund and thereafter used as provided in Section 5.03 hereof.

If the Principal Balance of the Bond is declared due and payable pursuant to Section 8.02 hereof and such declaration is not rescinded and annulled as therein provided or if the Principal Balance of the Bond is redeemed under Section 3.01 hereof, the balance in the Project Fund shall be used to pay the principal of and interest on said Bond and any other amounts which the Issuer is required to pay hereunder.

Section 5.03. Debt Service Fund.

(1) There is hereby created the Lost Creek ISR, LLC Debt Service Fund (the "Debt Service Fund"). The Trustee shall deposit into the Debt Service Fund, upon receipt or upon becoming subject to transfer to the Debt Service Fund, as the case may be:

(A) each of the Loan Payments (whether paid when due or as prepayments) required by Section 4.02 of the Financing Agreement and any interest thereon not paid when due;

- (B) any payments made by the Borrower to purchase or prepay the Bond;
- (C) any payments made by the Borrower under Sections 6.01 and 6.02 of the Financing Agreement; and
- (D) all other sums required by the Financing Agreement, the Security Documents or this Indenture to be paid into the Debt Service Fund or otherwise intended to pay any principal or interest due on the Bond.

(2) Moneys in the Debt Service Fund shall be used and withdrawn by the Trustee solely to pay the interest on the Bond, as said interest becomes due and payable, including accrued interest on any portion of the Principal Balance of the Bond redeemed before maturity pursuant to this Indenture and including interest accruing on the Principal Balance of the Bond after its stated maturity, if not then paid or redeemed, and, to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate borne by the Bond; to pay the Principal Balance of the Bond in accordance with **ARTICLE TWO**; to redeem and prepay the Bond in accordance with **ARTICLE THREE**; to discharge the Bond as provided in **ARTICLE SEVEN**; or to purchase the Bond to the extent and in the manner required under Section 5.05 hereof; provided that in no event shall regularly scheduled Loan Payments deposited in the Debt Service Fund be deemed available to purchase or prepay the Principal Balance of the Bond unless the Trustee first determines that such sums are not required to pay the debt service on the Bond intended under the Financing Agreement to be paid from such Loan Payments.

(3) Any moneys escrowed to discharge the Bond under **ARTICLE SEVEN** shall be deemed to be held in a subaccount of the Debt Service Fund and available solely to pay the debt service on the Bond so discharged.

Section 5.04. Property Insurance and Award Fund.

(1) There shall be created a Property Insurance and Award Fund in the event of damage or destruction of the Collateral or condemnation of the Mortgaged Property or any part thereof, or in the event of the repeal or modification of the current General Mining Law of 1872 during the term of this Indenture, as contemplated by Section 6.02 of the Financing Agreement and **ARTICLE I**, Section 22 of the Mortgage. In such event, and subject to the terms of the Mortgage, the proceeds of property insurance on the Collateral forthcoming from all claims and any condemnation award with respect to the Mortgaged Property are, pursuant to the Mortgage, to be paid to the Trustee. The Trustee shall deposit all such insurance proceeds and condemnation awards received and any sums received under Section 5.04(4)(D) in the Property Insurance and Award Fund, and shall use and withdraw money in this Fund only for the purposes and upon the conditions stated in this Section 5.04.

(2) The Trustee shall first deduct from the insurance proceeds and the condemnation award and pay to the Issuer, the Trustee and the Bond Owner any costs incurred by each of them in connection with the collection of the insurance proceeds or condemnation proceedings. The amount remaining after such payment is referred to in this Section as the "Net Proceeds".

(3) In the event that the conditions of **ARTICLE 6** of the Financing Agreement should occur, the Borrower has the option to prepay the Loan. If the Borrower exercises this option, under the provisions of **ARTICLE THREE** hereof, the Net Proceeds shall be credited to the Debt Service Fund and a portion of the Principal Balance of the Bond shall be redeemed on any date after which a timely deposit to effect redemption is made and a timely notice of call may be given, at the principal amount thereof plus interest accruing to such redemption date.

(4) If the conditions for prepayment of the Loan under **ARTICLE 6** of the Financing Agreement do not exist or the prepayment option is not exercised, the Borrower is required under the Mortgage and the Financing Agreement to restore the Collateral and the Mortgaged Property after any such casualty or condemnation. Otherwise, if the cost of restoration is reasonably estimated to exceed the proceeds of any insurance (including any deductible amount for which the Borrower is self-insured) or condemnation award, the following items shall be deposited with the Trustee before any disbursement is made from the Property Insurance and Award Fund to pay such cost:

(A) plans and specifications for restoration of the Collateral or the Mortgaged Property;

(B) all applicable building permits;

(C) either

(i) a contract or contracts for the furnishing of all work and materials required for restoration in accordance with the plans and specifications, with a payment and performance bond or bonds (if requested by the Purchaser) in aggregate amount equal to the total cost of restoration under the contract or contracts, conditioned for the completion thereof in accordance with the plans and specifications and for the payment of all claims for labor and materials to be incorporated in the Collateral or the Mortgaged Property in the course of restoration, or

(ii) a certificate of a Borrower's Representative stating that restoration has been substantially completed in accordance with the plans and specifications and stating that all costs thereof have been paid, with the exception of ten percent (10%) of the amount payable under any contract not certified as finally completed; and

(D) cash or a certified check for any amount by which the total unpaid cost of restoration, as then ascertained or estimated, exceeds the balance then on hand in the Property Insurance and Award Fund.

(5) After compliance with Subsection (4) above where applicable, the Trustee shall disburse money from the Property Insurance and Award Fund to or upon the order of the Borrower in payment of the costs of restoration, subject, however, to certain commercially reasonable requirements established by the Trustee for documentation necessary for disbursement of funds out of the Property Insurance and Award Fund, provided that not more than ninety percent (90%) of the total cost of restoration certified for payment shall be disbursed until receipt by the Trustee of an opinion of Independent Counsel stating that all filings and other steps necessary to perfect the lien created by the Mortgage in all property, real, personal or mixed, which constitutes part of the Collateral or the Mortgaged Property as a result of such restoration, as against third party creditors of or purchasers for value from the Borrower, have been completed, and that the lien of the Mortgage is subject to no liens and encumbrances of record except permitted encumbrances. In the event that the restoration of the Collateral or the Mortgaged Property to substantially the condition existing before a taking by eminent domain would require the acquisition of land or rights or interests in land additional to or in substitution for any part or all of that described in EXHIBIT A of the Mortgage, the cost thereof may be added to the cost of restoration to be reimbursed to the Borrower under the provisions of this Section 5.04.

(6) The balance of Net Proceeds remaining after restoration of the Collateral or the Mortgaged Property as hereinabove provided shall be paid into the Debt Service Fund.

(7) If the Borrower should within a reasonable period of time fail to restore the Collateral or the Mortgaged Property or elect to prepay the Loan as hereinabove provided, any Net Proceeds remaining in the Property Insurance and Award Fund shall be retained in the Fund for the purposes set forth in this Section 5.04, provided that the Trustee may also use such Net Proceeds to make any advances authorized to be made under Section 5.04 of the Financing Agreement.

Section 5.05. Purchase or Prepayment of Bond at Request of Borrower.

Pursuant to written request from a Borrower's Representative, and upon deposit by the Borrower in the Debt Service Fund of sums in excess of regularly scheduled Loan Payments and other payments then and theretofore required to be so deposited, which, together with any other available funds in the Debt Service Fund requested to be so used by said Borrower's Representative, are sufficient to prepay under Section 3.01, as provided in Section 10.01 of the Financing Agreement, the Trustee shall endeavor to prepay in accordance with its terms and the provisions of Sections 3.04 and 3.05 or prepay on terms satisfactory to the Borrower, as the case may be, so much of the Principal Balance of the Bond as the sum deposited and any other available funds will permit.

Section 5.06. Deposit of Funds with Trustee.

(1) The Trustee shall hold in trust for the Bond Owner all sums collected until paid to such Bond Owner or otherwise disposed of as herein provided.

(2) Interest on the Bond, including accrued interest to the date of deposit and interest, to the extent permitted by law, on overdue installments of interest at the rate borne by such Bond (a) shall cease on its Maturity Date, or on any prior date on which it shall have been duly called for redemption as herein provided, provided that funds sufficient for the payment thereof with accrued interest have been deposited with the Trustee on or before the Maturity Date or redemption date, as the case may be, and in the case of redemption, that the requirements of **ARTICLE THREE** have been complied with, or (b) shall cease on any date after maturity on which such deposit has been made, and the Bond Owner shall have no further rights with respect to the Bond or under this Indenture except to receive the payment so deposited.

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**ARTICLE SIX
INVESTMENTS**

Section 6.01. Investments by Trustee.

(1) Except during the continuance of an Event of Default, moneys held for the credit of the Funds established by **ARTICLE FIVE** shall be held by the Trustee as required by law and shall at the written request, or verbal request confirmed in writing, of the Borrower's Representative, with the approval of the Bond Owner, be invested in securities which mature or are subject to redemption or repurchase at the option of the Trustee on or prior to the date or dates on which the Trustee anticipates that cash funds will be required. In the absence of such direction or approval, the Trustee shall invest such funds in a money market fund rated "AAAm" or "AAAm-G" or better by S&P.

(2) The Trustee shall sell and reduce to cash a sufficient portion of investments under the provisions of this Section whenever the cash balance in the applicable Fund for which the investment was made is insufficient for its current requirements. Securities so purchased as an investment of money shall be held by the Trustee, shall be registered in the name of the Trustee if registration is required, and shall be deemed at all times a part of the applicable Fund, and the interest accruing thereon and any profit realized from such investments shall be credited to the Fund from which the investment was made, subject to any transfer to another Fund as herein provided. Any loss resulting from such investment shall be charged to the Fund from which the investment was made.

(3) The Trustee may purchase from or sell to itself, or through any affiliated company, as principal or agent, securities herein authorized so long as such purchase or sale is at fair market value.

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**ARTICLE SEVEN
DISCHARGE OF LIEN**

Section 7.01. Payment of Bond; Satisfaction and Discharge of Bond and Obligation to Bond Owner.

The Bond shall be deemed paid whenever the conditions specified in either clause (A) or clause (B) of the following subsection (1) and the conditions specified in the following subsections (2) and (3), to the extent applicable, shall exist, namely:

(1) either

(A) the Bond has been canceled by the Trustee or delivered to the Trustee for cancellation, or

(B) the Issuer or the Borrower has deposited or caused to be deposited as trust funds:

(i) with the Trustee under Section 5.05 cash which shall be sufficient, or

(ii) with the Trustee cash and/or government obligations, which do not permit the redemption thereof at the option of the issuer thereof, the principal of and interest on which when due (or upon the redemption thereof at the option of the owner), will, without reinvestment, provide cash which together with the cash, if any, deposited with the Trustee at the same time shall be sufficient to pay and discharge the entire Principal Balance of the Bond which is to be discharged under the provisions hereof, and has made arrangements satisfactory to the Trustee for the giving of notice of redemption, if any, by the Trustee in the name, and at the expense, of the Borrower in the same manner as is provided by Section 3.04 hereof; and

(2) Borrower has paid, caused to be paid or made arrangements satisfactory to the Trustee for the payment of all other sums payable hereunder and under the Financing Agreement and the Mortgage by the Trustee or the Borrower until the Bond is so paid; and

(3) the Borrower has delivered to the Trustee a report of an independent accountant stating that the payments to be made on the security referred to in clause (B) of subsection (i) above will be sufficient to pay when due the principal of and interest on the Bond to be defeased.

Section 7.02. Application of Deposited Money.

All money, obligations and income thereon deposited with the Trustee pursuant to Section 7.01 for the purpose of paying the principal and interest on the Bond shall be applied by the Trustee solely for such purpose.

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**ARTICLE EIGHT
DEFAULT PROVISIONS AND REMEDIES**

Section 8.01. Events of Default.

Subject to the provisions of Section 8.10, any of the following events is hereby defined as and declared to be and to constitute an Event of Default (whatever the reason for such an Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) If default shall be made in the due and punctual payment of any installment of interest on the Principal Balance of the Bond hereby secured; or

(2) If default shall be made in the due and punctual payment of any installment of principal of the Bond hereby secured when it becomes due; or

(3) If default shall be made in the due and punctual payment of any other moneys required to be paid to the Trustee under the provisions hereof and such default shall have continued for a period of ten (10) days after written notice thereof, specifying such default, shall have been given by the Trustee to the Issuer and the Borrower, or to the Issuer, the Borrower and the Trustee by the Bond Owner; or

(4) If default shall be made in the performance or observance of any other of the covenants, agreements or conditions on the part of the Borrower contained in this Indenture or in the Bond, and such default shall have continued for a period of thirty (30) days after written notice thereof given in the manner provided in clause (3) above; or

(5) If an Event of Default as defined in the Financing Agreement or the Mortgage has occurred and is continuing, taking into account any applicable cure or grace period as may be provided in the Financing Agreement or the Mortgage; or

(6) The Borrower or either of the Guarantors shall file a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, or proceedings instituted by others for its reorganization are not dismissed within thirty (30) days after the institution thereof, or a receiver or liquidator of the Borrower or either of the Guarantors or of any substantial portion of its property is appointed and the order appointing such receiver or liquidator shall not be vacated within thirty (30) days after the entry thereof.

Section 8.02. Acceleration.

Upon the occurrence of an Event of Default, the Trustee may by notice in writing delivered to the Issuer and the Borrower declare the Principal Balance of the Bond and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable at the place of payment provided in the Bond, anything in this Indenture or in the Bond to the contrary notwithstanding. The Trustee shall give notice of acceleration to the Bond Owner in the same manner as notice of redemption is given under Section 3.04 (except as to the timing thereof) stating the accelerated date upon which the Principal Balance of the Bond is due and payable, provided that the Trustee shall not be required to delay the effective date of acceleration until such notice is given.

Section 8.03. Remedies.

(1) Subject to the provisions of Section 8.02, upon the occurrence of an Event of Default, the Trustee may proceed to pursue any available remedy by suit at law or in equity to enforce all rights of the Bond Owner, including without limitation the right to the payment of the Principal Balance of the Bond and interest accrued thereon and the Trustee's rights under the Security Documents. Upon the occurrence of an Event of Default under the Financing Agreement, the Trustee may also enforce any and all rights of the Issuer thereunder.

(2) If any Event of Default shall have occurred, and if it shall have been requested so to do by the Bond Owner, the Trustee shall be obliged to exercise such rights and powers conferred on the Trustee by this Section and Section 8.02 and under the Security Documents, as the Trustee (being advised by Independent Counsel), shall deem most expedient in the interests of the Bond Owner.

(3) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bond Owner) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy (i) given to the Trustee or to the Bond Owner hereunder or (ii) now or hereafter existing at law or in equity or by statute.

(4) No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

(5) No waiver of any Event of Default hereunder, whether by the Trustee or by the Bond Owner, shall extend to or shall affect any subsequent Event of Default or impair any rights or remedies consequent thereon.

Section 8.04. Direction of Proceedings by Bond Owner.

The Bond Owner shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, the Financing Agreement and the Security Documents or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 8.05. Waiver of Stay or Extension Laws.

Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through it or under it shall or will set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the Issuer, for itself and all who may claim through or under it, hereby waives to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

Section 8.06. Priority of Payment and Application of Moneys.

Upon the occurrence of an Event of Default, all moneys collected pursuant to action taken under the Financing Agreement and the Security Documents (other than sums payable directly to the Issuer under Section 9.04 of the Financing Agreement), after payment of the costs and expenses of the proceedings resulting in the collection of such moneys (including any such costs and expenses

incurred by the Issuer) and of the expenses, liabilities and advances incurred or made by the Trustee, and after any other prior application of such moneys has been made as is required by law shall be deposited in such Fund or Funds described in ARTICLE FIVE as the Trustee deems appropriate; and all moneys in the Debt Service Fund (and, at the discretion of the Trustee except when otherwise required hereunder, any other Fund described in ARTICLE FIVE), shall be paid to the Bond Owner.

Whenever the Principal Balance of the Bond and interest accrued thereon have been paid under the provisions of this Section 8.06, and all expenses and charges of the Trustee and the Issuer have been paid, any balance remaining shall be paid to the Person entitled to receive the same pursuant to Section 12.08.

Section 8.07. Remedies Vested in Trustee.

All rights of action (including the right to file proof of claims) under this Indenture or under the Bond may be enforced by the Trustee without the possession of the Bond or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as a plaintiff or defendant the Bond Owner, and any recovery or judgment shall be for the benefit of the Bond Owner to the extent and in the manner provided herein. The Issuer and the Trustee hereby agree, without in any way limiting the effect and scope thereof, that the pledge and assignment hereunder to the Trustee of all rights included within the Trust Estate shall constitute an agency appointment coupled with an interest on the part of the Trustee which, for all purposes of this Indenture, shall be irrevocable and shall survive and continue in full force and effect notwithstanding the bankruptcy or insolvency of the Issuer or its default hereunder or on the Bond.

Section 8.08. Rights and Remedies of Bond Owner.

The Bond Owner shall not institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture, the Financing Agreement or the Security Documents or the execution of any trust hereof or any remedy hereunder or thereunder or for the appointment of a receiver, unless: (i) a default thereunder shall have become an Event of Default and the Trustee shall have had a reasonable opportunity either to proceed to exercise the powers hereunder granted or to institute such action, suit or proceeding in its own name; and (ii) the Trustee shall thereafter fail or refuse to exercise within a reasonable period of time the remedies hereunder granted, or to institute such action, suit or proceeding in its own name. Such notification and request are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, the Financing Agreement or the Security Documents, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that the Bond Owner shall not have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the Security Documents by its action or to enforce any right thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of the Bond Owner; provided, however, that nothing herein shall be construed to preclude the Bond Owner from enforcing, or impair the right of the Bond Owner to enforce, the payment by the Trustee of principal of and interest on the Bond at or after its date of maturity, if and to the extent that such payment is required to be made to such Bond Owner by the Trustee from available funds in accordance with the terms hereof.

Section 8.09. Termination of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture, the Financing Agreement or the Security Documents by the appointment of a receiver, by entry and possession or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the

Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 8.10. Waiver of an Event of Default.

The Trustee may in its reasonable discretion waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of maturity of principal, and shall do so upon written request of the Bond Owner; provided, however, that there shall not be waived (A) any Event of Default in the payment when due of principal of the Bond, or (B) any Event of Default in the payment when due of the interest on the Bond, unless prior to such waiver all arrearage of interest, with interest (to the extent permitted by law) at the rate borne by the Bond with respect to which such Event of Default shall have occurred, and all arrearage of payments of principal with interest (to the extent permitted by law) at the rate borne by the Bond with respect to which such Event of Default shall have occurred, and all expenses of the Trustee in connection with such Event of Default, shall have been paid or provided for. No such waiver or rescission shall extend to any subsequent or other Events of Default, or impair any right consequent thereon.

Section 8.11. Agent of Issuer.

(1) Anything herein to the contrary notwithstanding, no default under Section 8.01(3) or (4) of this Indenture shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee to the Issuer, the Bond Owner and the Borrower and the Issuer and the Borrower shall have had the time permitted by the applicable subsection after receipt of such notice to correct said default or cause said default to be corrected and the Issuer or Borrower shall not have corrected said default or caused said default to be corrected within said time; provided, however, if said default occurs under Section 8.01(4) and is such that it cannot be corrected within the time permitted by Section 8.01(4), it shall not constitute an Event of Default if corrective action is instituted by the Issuer or Borrower within said time and diligently pursued until the default is corrected.

(2) With regard to any alleged default concerning which notice is given to the Borrower under the provisions of this Section 8.11, the Issuer hereby names and appoints the Borrower as its attorney-in-fact and agent with full authority to perform any covenant or obligation of the Issuer alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution; provided that the Borrower shall give the Issuer notice of its intention so to perform on behalf of the Issuer, and provided further that the Issuer may at any time, by a writing addressed to the Borrower, cancel, withdraw, limit or modify the appointment hereby made.

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ARTICLE NINE THE TRUSTEE

Section 9.01. Acceptance of the Trustee.

The Trustee, prior to the occurrence of an Event of Default, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture; and no implied covenants or obligations should be read into this Indenture against the Trustee. In case an Event of Default has occurred, the Trustee agrees to perform such trusts as an ordinarily prudent Trustee under a corporate indenture, but in any such event, only upon and subject to the following express terms and conditions:

(1) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees, but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable compensation to any attorney, agent, receiver or employee retained or employed by it in connection herewith. The Trustee may act upon the written opinion or written advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Issuer, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

(2) The Trustee shall not be responsible for any recital herein, or in the Bond (except with respect to the certificate of the Trustee endorsed on the Bond) or for the investment of moneys as herein provided, except as provided in Section 6.01, or for insuring the Collateral or the Mortgaged Property or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of any security for the Bond issued hereunder or intended to be secured hereby, or for the value of title of the property herein conveyed, if any, or otherwise as to the maintenance of the security hereof; except as otherwise provided in Section 4.04 and except that in the event the Trustee enters into possession of a part or all of the property conveyed pursuant to any provisions of this Indenture or the Security Documents it shall use due diligence in preserving such property. The Trustee may, but shall be under no duty to, require of the Borrower full information and advice as to the performance of the covenants, conditions and agreements in the Financing Agreement and the Security Documents as to the condition of any Collateral or Mortgaged Property and the performance of all other obligations thereunder and shall use its best efforts, but without any obligation, to advise the Issuer and the Borrower of any impending Event of Default known to the Trustee.

(3) The Trustee shall not be accountable for the use or application by the Issuer or the Borrower of the proceeds of the Bond (except as herein expressly provided) or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture.

(4) The Trustee shall be protected in acting upon any written notice, order, requisition, request, consent, certificate, opinion (including an opinion of Independent Counsel or Bond Counsel and a direction of the Bond Owner), affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons.

(5) As to the existence or non-existence of any fact or as to the sufficiency or authenticity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the Issuer signed by its County Clerk under the seal of the Issuer as sufficient evidence of the facts

stated therein as the same appear from the books and records under the County Clerk's custody or control or are otherwise known to her. The Trustee may accept a certificate of the County Clerk of the Issuer under the seal of the Issuer to the effect that a motion or resolution in the form therein set forth has been adopted by the Commissioners as conclusive evidence that such motion or resolution has been duly adopted, and is in full force and effect, and may accept such motion or resolution as sufficient evidence of the facts stated therein and the necessity or expediency of any particular dealing, transaction or action authorized or approved thereby, but may at its discretion, secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(6) The Trustee shall not be answerable except for its negligence or willful default.

(7) The Trustee shall not be personally liable for any debts contracted or for damages to Persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the real and tangible personal property as in this Indenture provided.

(8) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property comprising the Collateral and the Mortgaged Property, including all books, papers and records of the Issuer and the Borrower pertaining to the Collateral and the Mortgaged Property and the Bond, and to take such memoranda from and with regard thereto as may be desired. For clarity, if Trustee or anyone on its behalf visits the site as part of an inspection, audit or otherwise, those representatives will participate in required training and adhere to all site safety and environmental rules and regulations during the course of the visit or work on site.

(9) The Trustee shall not be required to give any bond or surety with respect to the execution of said trusts and powers or otherwise.

(10) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of the Bond, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions (including opinions of Independent Counsel), appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the Issuer to the authentication of the Bond, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(11) Before taking any action hereunder, the Trustee may require that it be furnished a satisfactory agreement for the reimbursement of all expenses to which it may be put.

(12) The Trustee shall not be deemed to have actual notice of items (5) and (6) of Section 8.01 hereof unless written notice has been provided to it.

Section 9.02. Trustee's Fees, Charges and Expenses.

The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in and about the execution of the trusts created by this Indenture and in and about the exercise and performance of the powers and duties of the Trustee hereunder and for the reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful default of the Trustee). In this regard the Issuer has made provisions in Section 4.03 of the Financing Agreement for the payment of said fees, advances, counsel fees, costs and expenses and reference is hereby made to said Financing Agreement for the

provisions so made; and the Issuer shall not otherwise be liable for the payment of such sums. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of interest on or principal of the Bond and upon the money received by it hereunder, or under the Security Documents, for said fees, advances, counsel fees, costs and expenses incurred by it.

Section 9.03. Notice to Bond Owner of Default.

The Trustee shall give to the Bond Owner written notice of all Events of Default known to the Trustee within thirty (30) days after the occurrence of an Event of Default.

Section 9.04. Intervention by Trustee.

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Bond Owner, the Trustee may intervene on behalf of the Bond Owner and shall do so if requested in writing by the Bond Owner. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction in the premises.

Section 9.05. Successor Trustee.

Any corporation, association or agency into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee under this Indenture and vested with all of the title to the Trust Estate, and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 9.06. Resignation by Trustee.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 9.09.

(b) The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice to the Issuer, the Borrower and the Bond Owner. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor Trustee by an instrument in writing. If an instrument of acceptance has not been delivered to the resigning Trustee within thirty (30) days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) Prior to the occurrence and continuance of an Event of Default hereunder, or after the curing or waiver of any such Event of Default, the Bond Owner may remove the Trustee and shall appoint a successor Trustee. In the event there shall have occurred and be continuing an Event of Default hereunder the Bond Owner may remove the Trustee and shall appoint a successor Trustee. In each instance such removal and appointment shall be accomplished by an instrument or concurrent instruments in writing signed by the Issuer or the Bond Owner, as the case may be, and delivered to the Trustee, the Issuer, the Borrower and the Bond Owner.

Section 9.07. Removal of Trustee.

The Trustee may be removed at any time by written notice of the Bond Owner, delivered to the Trustee and to the Issuer and the Borrower.

If at any time the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, (i) the Issuer by resolution may remove the Trustee, or (ii) the Bond Owner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuer, by resolution and with the consent of the Bond Owner, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or Trustee lawfully appointed, such receiver or Trustee, by written instrument, may duly appoint a successor to fill a vacancy until a new Trustee shall be so appointed by the Bond Owner. If, within ninety (90) days after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by written notice by the Bond Owner delivered to the Issuer, the retiring Trustee and the Borrower, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Issuer. If no successor Trustee shall have been so appointed by the Issuer or the Bond Owner and accepted appointment in the manner hereinafter provided, the Bond Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee.

The Issuer shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee to the Borrower and the Bond Owner. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

Section 9.08. Appointment of Successor Trustee.

In case the Trustee hereunder shall resign or be removed, or be dissolved or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Bond Owner. Nevertheless, in case of such vacancy the Issuer by resolution of its Commissioners may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bond Owner in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bond Owner. Every such Trustee appointed pursuant to the provisions of this Section 9.08 shall be a trust company or bank having trust powers and having a reported capital and surplus not less than \$50,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 9.09. Acceptance by Successor Trustees.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, to the Borrower and also to the Issuer, an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors as Trustee; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as

Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this ARTICLE, shall be forthwith filed or recorded or both by the successor Trustee in each recording office where this Indenture shall have been filed or recorded or both.

Section 9.10. Right of Trustee to Pay Taxes and Other Charges.

In case any tax, assessment or governmental or other charge upon any part of the Collateral or Mortgaged Property is not paid, to the extent, if any, that the same is legally payable, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the Bond Owner hereunder arising in consequence of such failure; and any amount at any time so paid under this Section or Section 5.04 of the Financing Agreement or ARTICLE I, Section 19 of the Mortgage with interest thereon from the date of payment at the rate established for such advances under Section 4.03(5) of the Financing Agreement, shall be repaid to the Trustee upon demand out of Additional Charges under the Financing Agreement, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Principal Balance of the Bond; but the Trustee shall be under no obligation to make such payment unless it shall have been requested to do so by the Bond Owner and funds have been provided to it. Any such payment shall be made upon five (5) days' prior written notice to the Borrower unless the delay occasioned by any such written notice could result in the forfeiture or termination of any right.

Section 9.11. Trustee Protected in Relying Upon Resolutions.

The resolutions, orders, requisitions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee.

Section 9.12. Successor Trustee as Custodian of Funds.

In the event of a change in the office of Trustee the predecessor Trustee which has resigned or has been removed shall cease to be custodian of the Funds prescribed in **ARTICLE FIVE** and shall cease to act as the paying agent for principal and interest on the Bond, and the successor Trustee shall be and become such custodian and paying agent.

Section 9.13. Co-Trustee.

At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Issuer and the Trustee shall have the power to appoint, and, upon the request of the Trustee or of the Bond Owner, the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint one or more Persons approved by the Trustee either to act as co-Trustee or co-Trustees, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate Trustee or separate Trustees of all or any part of the Trust Estate, and to vest in such Person or Persons, in such capacity, such right to the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer, the Trustee and the Bond Owner may consider necessary or desirable subject to the remaining provisions of this Section 9.13.

If the Issuer shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee and the Bond Owner shall have power to make such appointment.

The Issuer shall execute, acknowledge and deliver all such instruments as may be required by any such co-Trustee or separate Trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-Trustee or separate Trustee.

Every co-Trustee or separate Trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms, namely:

(1) All rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of moneys, papers, securities and other personal property shall be exercised solely by the Trustee.

(2) All rights, powers, trusts, duties and obligations conferred or imposed upon the Trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-Trustee or co-Trustees or separate Trustee or separate Trustees jointly, as shall be provided in the instrument appointing such co-Trustee or co-Trustees or separate Trustee or separate Trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-Trustee or co-Trustees or separate Trustee or separate Trustees.

(3) Any request in writing by the Trustee to any co-Trustee or separate Trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-Trustee or separate Trustee.

(4) Any co-Trustee or separate Trustee may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(5) The Trustee at any time, by an instrument in writing, with the concurrence of the Issuer, may accept the resignation of or remove any co-Trustee or separate Trustee appointed under this Section 9.13, and, in case of a continuing Event of Default the Trustee shall have power to accept the resignation of, or remove, any such co-Trustee or separate Trustee without the concurrence of the Issuer. Upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-Trustee or separate Trustee so resigned or removed may be appointed in the manner provided in this Section 9.13.

(6) No Trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder.

(7) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Trustee shall be deemed to have been delivered to each co-Trustee or separate Trustee.

(8) Any moneys, papers, securities or other items of personal property received by any such co-Trustee or separate Trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment by any such co-Trustee or separate Trustee, it shall be vested with such interest in and to the Trust Estate or any part thereof, and with such rights, powers, duties or obligations, as shall be specified in the instrument of appointment

jointly with the Trustee (except insofar as local law makes it necessary for any such co-Trustee or separate Trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee. Any co-Trustee or separate Trustee may, at any time by an instrument in writing, constitute the Trustee its attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its behalf and in its name.

In case any co-Trustee or separate Trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Estate and all rights, powers, trusts, duties and obligations of said co-Trustee or separate Trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-Trustee or separate Trustee shall be appointed in the manner herein provided.

Section 9.14. Obligation to Trustee as to Reporting.

The Trustee shall, at the written request of the Borrower and the Bond Owner, cause to be filed any reports lawfully required by any public agency to be filed under any applicable security laws and any other reports lawfully required by any public agency to be filed under the Act or any other applicable state law. For this purpose the Trustee is entitled to require the Borrower and the Bond Owner to cause to be furnished to the Trustee whatever information is necessary to comply with such reporting requirements at the Borrower's sole expense.

* * * * *

**ARTICLE TEN
SUPPLEMENTAL INDENTURES**

Section 10.01. Supplemental Indenture Requires Consent of Bond Owner.

The Trustee, upon receipt of an instrument evidencing the consent of the Bond Owner, shall join with the Issuer in the execution of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture.

Section 10.02. Rights of Issuer and Trustee.

If, in the opinion of the Issuer or the Trustee, any supplemental indenture provided for in this ARTICLE affects the rights, duties or immunities of the Issuer or Trustee under this Indenture or otherwise, the Issuer or the Trustee may, in its discretion, decline to execute such supplemental indenture. The Issuer and the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Independent Counsel as conclusive evidence that any such supplemental indenture conforms to the requirements of this Indenture.

* * * * *

**ARTICLE ELEVEN
AMENDMENTS TO RELATED DOCUMENTS**

Section 11.01. Amendments Not Requiring Bond Owner Consent.

The Issuer and/or the Trustee may, without the consent of but after notice to, the Bond Owner, consent to any amendment, change or modification of the Financing Agreement, the Mortgage, the Guaranty Agreements or the Assignment of Product Sales Contracts:

(1) which may be required or permitted without Bond Owner consent by the provisions of the Financing Agreement, the Mortgage, the Guaranty Agreements, the Assignment of Product Sales Contracts or this Indenture (including those required in the case of the Mortgage, the release of certain property);

(2) for the purpose of curing any ambiguity or formal defect or omission;

(3) in connection with additional Lands, Equipment or Improvements which may be acquired and which constitute a part of the Collateral and Mortgaged Property, so as to (A) more precisely identify the same, or (B) substitute or add additional Lands or additional Equipment, or (C) sell or remove such Lands or Equipment, all as provided in the Mortgage;

(4) to reconcile the Financing Agreement, the Mortgage or the Assignment of Product Sales Contracts with any amendment or supplement to this Indenture; or

(5) to effect any other change in the Financing Agreement, the Mortgage or the Assignment of Product Sales Contracts which, in the reasonable judgment of the Trustee, will not materially adversely affect the Bond Owner.

Section 11.02. Amendments Requiring Bond Owner Consent.

Except for (1) amendments, changes or modifications as provided in Section 11.01, and (2) amendments, changes or modifications permitted by the Financing Agreement, the Mortgage, the Guaranty Agreements or the Assignment of Product Sales Contracts, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement, the Mortgage, the Guaranty Agreements or the Assignment of Product Sales Contracts, without the giving of notice to and receiving the written approval or consent of the Bond Owner.

* * * * *

**ARTICLE TWELVE
MISCELLANEOUS PROVISIONS**

Section 12.01. Consent of Bond Owner.

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bond Owner may be in any number of concurrent writings of similar tenor and must be signed or executed by such Owner in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bond, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(1) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(2) The fact of the ownership by any Person of the Bond and the amount and number of such Bond, and the date of the holding of the same, may be proved only by reference to the Bond Register.

Section 12.02. Rights Under Indenture.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bond is intended or shall be construed to give any Person or company other than the parties hereto, and the Bond Owner, any legal or equitable right, remedy, or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Bond Owner hereby secured as herein provided.

Section 12.03. Severability.

If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 12.04. Notices.

All notices, certificates or other communications hereunder shall be in writing (except as otherwise expressly provided herein) and shall be sufficiently given and shall be deemed given by electronic means, or when mailed by first class mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Bond Owner and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until

otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer: Sweetwater County, Wyoming
80 W. Flaming Gorge Way
Green River, WY 82935
Attn: Sweetwater County Clerk
Tel: (307) 872-3732
Fax: (307) 872-3994
E-Mail: davis@sweet.wy.us

To the Borrower: Lost Creek ISR, LLC
10758 West Centennial Road, Suite 200
Littleton, CO 80127
Attn: General Counsel
Tel: (720) 981-4588
Fax: (720) 981-5643
E-Mail: penne.goplerud@ur-energy.com

With a copy to: Ur-Energy USA Inc., as Guarantor
Ur-Energy Inc., as Guarantor
10758 West Centennial Road, Suite 200
Littleton, CO 80127
Attn: Roger L. Smith, CFO
Tel: (303) 269-7703
Fax: (720) 981-5643
E-Mail: Roger.Smith@ur-energy.com

To the Trustee: Zions First National Bank
1001 17th Street, Suite 850
Denver, CO 80202
Attn: Corporate Trust & Escrow Services
Tel: (720) 947-7438
Fax: (855) 547-6178
E-Mail: nwitoff@zionsbank.com

To the Purchaser: Wyoming State Treasurer
Capitol Building
200 West 24th Street, Room 122
Cheyenne, Wyoming 82002
Attn: Deputy State Treasurer
Tel: (307) 777-7475
Fax: (307) 777-5411
E-Mail: sharon.garland@wyo.gov

Section 12.05. Required Approvals.

Consents and approvals required by this Indenture to be obtained from the Borrower, the Issuer, the Trustee or the Bond Owner shall be in writing and shall not be unreasonably withheld or delayed.

Section 12.06. Counterparts.

This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.07. Limitation of Liability of Issuer and its Officers, Employees and Agents.

To the extent permitted by law, no provision, covenant or agreement contained in this Indenture or the Bond, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer or any of its officers, employees or agents a pecuniary liability or a charge upon the Issuer's general credit or taxing powers. In making the agreements, provisions and covenants set forth in this Indenture, the Issuer has not obligated itself except with respect to the Financing Agreement and the application of the revenues therefrom as hereinabove provided.

Section 12.08. Amounts Remaining in Funds.

Upon expiration or sooner termination of the Financing Agreement as provided therein and after adequate provision has been made to discharge the Bond in accordance with **ARTICLE SEVEN** and make all other payments required hereunder and under the Financing Agreement and the Mortgage, the Trustee forthwith shall pay all remaining amounts in the Funds established in **ARTICLE FIVE** hereof to the Borrower.

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name on its behalf by the Chairman of the Board of County Commissioners and County Clerk and sealed with its official seal, and to evidence its acceptance of the trusts hereby created the Trustee has caused these presents to be signed in its name and behalf by its duly authorized officers, all as of _____, 2013.

(S E A L)

SWEETWATER COUNTY, WYOMING

By: _____
Chairman, Board of County Commissioners

ATTEST:

County Clerk

**ZIONS FIRST NATIONAL BANK
as Trustee**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

FINANCING AGREEMENT

between

SWEETWATER COUNTY, WYOMING

and

LOST CREEK ISR, LLC
A Wyoming limited liability company

Dated as of _____, 2013

\$34,000,000
SWEETWATER COUNTY, WYOMING
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(LOST CREEK ISR, LLC PROJECT)
SERIES 2013

Certain of the rights and interests of Sweetwater County, Wyoming, in this Financing Agreement have been assigned to Zions First National Bank, as Trustee, pursuant to an Indenture of Trust dated as of _____, 2013.

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and is only for convenience of reference.)

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT dated as of _____, 2013, by and between **SWEETWATER COUNTY, WYOMING**, and **LOST CREEK ISR, LLC**, a Wyoming limited liability company.

P R E F A C E

All capitalized terms used herein will have the meanings ascribed to them in ARTICLE 1 of this Financing Agreement. Terms not defined herein shall have the meanings provided in the Indenture, the Mortgage, the Bond and the Note, in the priority set forth.

W I T N E S S E T H:

WHEREAS, the Issuer is authorized by the Act to finance one or more projects or parts thereof in order to facilitate and promote the sound economic growth of the State of Wyoming, and the development of natural resources and employment opportunities for the citizens of the State by encouraging the expansion of all kinds of business which contribute payrolls and tax base to the State, upon such conditions as the governing body of the Issuer may deem advisable; and

WHEREAS, pursuant to the Act, the Issuer is authorized to issue revenue bonds for the purposes of providing funds for the construction of the Facility in order to produce U_3O_8 (yellowcake), for sale to utilities within the United States and elsewhere and to pay the Costs of Issuance; and

WHEREAS, in order to provide for the payment of the Project Costs, simultaneously with the execution and delivery of this Financing Agreement, the Issuer and the Trustee will execute and deliver an Indenture of Trust, dated as of the date hereof, pursuant to which the Issuer will issue and sell its \$34,000,000 Taxable Industrial Development Revenue Bond (Lost Creek ISR, LLC Project), Series 2013, and the Issuer will lend the proceeds thereof to the Borrower (the "Loan"), all upon the terms and conditions of this Financing Agreement, for the sole and exclusive purpose of financing the Lost Creek Project (as described in EXHIBIT A attached hereto) and paying the Costs of Issuance, such Loan and Borrower's Obligations to be evidenced by that certain promissory note in the principal amount of \$34,000,000, dated as of the date of delivery of the Bond and due on _____, 20__, from the Borrower to the Issuer, issued pursuant to this Financing Agreement and made payable to the Issuer, or registered assigns, and endorsed and assigned by the Issuer to the Trustee and in substantially the form attached hereto as EXHIBIT B; and

WHEREAS, the Bond shall be issued under and pursuant to the Indenture, pursuant to which the Issuer shall pledge and assign to the Trustee certain rights of the Issuer thereunder; and

WHEREAS, the State of Wyoming, acting by and through the Wyoming State Treasurer is authorized to purchase the Bond, subject to the terms and conditions specified under Wyo. Stat. § 9-4-715(m); and

WHEREAS, the Borrower will pledge and grant a security interest in, among other things, the Collateral, the Mortgaged Property and all Loan Payments (as set forth in ARTICLE 4 hereof) to the Trustee to secure the full and prompt payment of the principal of and interest on the Bond;

NOW, THEREFORE, the Issuer and the Borrower, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. Definitions.

“Act” means the Industrial Development Projects Act, Title 15, Chapter 1, Article 7, Wyo. Stat.

“Additional Charges” means those charges set forth in Section 4.03 of this Financing Agreement.

“Assignment of Product Sales Contracts” means that certain Assignment of Product Sales Contracts, dated as of the date of delivery of the Bond, by and among the Borrower, Ur-Energy USA Inc. and the Trustee.

“Bond” means the \$34,000,000 Taxable Industrial Development Revenue Bond (Lost Creek ISR, LLC Project), Series 2013, dated as of the date of delivery thereof, issued by Sweetwater County, Wyoming, pursuant to the Indenture.

“Bond Purchase Agreement” means that certain agreement, to be dated as of the date of delivery of the Bond, by and among the Issuer, the Borrower and the Purchaser.

“Bond Resolution” means the resolution finally passed and adopted by the Commissioners on _____, 2013, authorizing the issuance of the Bond.

“Borrower” means Lost Creek ISR, LLC, a Wyoming limited liability company (including any permitted successor under Section 7.05 of this Financing Agreement).

“Borrower’s Obligations” means all obligations of the Borrower to the Issuer, the Trustee and the Purchaser, whether now existing or hereafter arising, relating to or in connection with the financing of the Lost Creek Project herein provided for, including, without limitation, Borrower's obligations, covenants and agreements under the Bond Purchase Agreement, this Financing Agreement, the Indenture and the Security Documents.

“Borrower’s Representative” means the person (who may be an employee of the Borrower) at the time designated to act on behalf of the Borrower by written certificate furnished to the Issuer, the Trustee and the Purchaser containing the specimen signature of such person and signed on behalf of the Borrower by one of its officers. A certificate may designate an alternate or alternates.

“Business Day” means any day other than a Saturday, Sunday or holiday or a day (a) on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized to close for general banking business or (b) on which the Federal Reserve System is closed.

“Certificate of Completion” has the meaning set forth in Section 3.03 of this Financing Agreement.

“Closing Date” means _____, 2013, the date of execution and delivery of this Financing Agreement and the Bond.

“Collateral” means the Collateral described and defined in the Mortgage.

“Commissioners” means the Board of County Commissioners as the governing body of the Issuer.

“Completion Date” means the date established pursuant to Section 3.03 hereof.

“Costs of Issuance” means any and all costs and expenses incurred in connection with the issuance, sale and delivery of the Bond, including, but not limited to (i) all fees and expenses of the Issuer; (ii) all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants (including fees payable under the Bond Purchase Agreement pursuant to which the Bond was sold); (iii) any agreed upon initial fee payable to the Trustee for acting in such capacity in connection with the issuance, sale and delivery of the Bond; and (iv) all other costs and expenses relating to the preparation, printing, reproduction, execution, filing and recording, as the case may be, of the Bond Purchase Agreement, the Indenture, this Financing Agreement, the Security Documents and any other related documents entered into or prepared in connection with the issuance, sale and delivery of the Bond and the financing of the Lost Creek Project.

“County” means Sweetwater County, Wyoming (including any successor hereunder), a political subdivision organized and existing under the laws of the State.

“Debt Service Fund” means the fund created by Section 5.03 of the Indenture.

“Electronic Means” or **“electronic means”** means telecopy, facsimile transmission, e-mail transmission or other electronic means of communication providing evidence of transmission.

“Encumbrance” includes any assignment, mortgage, charge, pledge, lien, hypothecation, encumbrance, security interest or insurance securing or in effect securing any obligation, conditional sale or title retention agreement, contractual deposit, trust deposit, escrow arrangement or other preferential arrangement whatsoever, howsoever created or arising, whether absolute or contingent, fixed or floating, legal or equitable, perfected or not, and includes the rights of a lessor pursuant to an operating lease, capitalized lease or sale leaseback arrangement, any right of set-off and any guarantees or indemnities.

“Equipment” has the meaning given such term in the Uniform Commercial Code and the Mortgage, and includes every piece of equipment owned or leased by Borrower and used in the operation of the Lost Creek Project.

“Event of Default” means those defaults under this Financing Agreement and as specified and defined by Section 9.01 hereof.

“Facility” means the well fields, disposal wells and processing plant facility constructed and operated by the Borrower to produce U_3O_8 (yellowcake), for sale to utilities within the United States and elsewhere, said Facility to be wholly located within the County.

“Financing Agreement” means this Financing Agreement dated as of the Closing Date, including any amendments or supplements hereto, by and between the Issuer and the Borrower.

“Fiscal Year” means the fiscal year of the Borrower and shall be the annual period ending each year on December 31.

“Force Majeure” means any one or more of the following: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State of Wyoming or any other state or jurisdiction or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts, floods or other adverse weather conditions; explosions; breakages or accident to machinery, equipment, transmission pipes; temporary inability to obtain supplies or materials or governmental permits or licenses (other than licenses and permits necessary to commence the Lost Creek Project); or any other cause or event not reasonably within the control of the Borrower.

“Goods” has the meaning given such term in the Uniform Commercial Code and the Mortgage.

“Guarantor” or together, ***“Guarantors”*** mean Ur-Energy USA Inc. and Ur-Energy Inc., as each of those companies is defined hereinafter.

“Guaranty Agreements” means the Guaranty Agreements under which the Guarantors guaranty the satisfaction of the Borrower’s Obligations.

“Improvements” means all buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Lands, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Lands, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment. The term “Improvements” also includes every improvement set forth in the Mortgage and every improvement on the Lands.

“Indenture” means an Indenture of Trust dated the date hereof (including any amendments or supplements thereto).

“Interests in Real Estate” means all of the Lands and mineral rights, Unpatented Mining Claims and State Leases currently owned, held or leased or to be acquired by the Borrower with proceeds of the Loan and described in EXHIBITS A and B to the Mortgage.

“Inventory” has the meaning given such term in the Uniform Commercial Code.

“Issuer” means the County.

“Issuer’s Representative” means the County Clerk, or any other person at the time designated to act on behalf of the Issuer, as evidenced by a written certificate furnished to the Trustee, the Borrower and the Purchaser containing the specimen signature of such person and signed on behalf of the Issuer by the Chairman of the Commissioners. A certificate may designate an alternate or alternates.

“Lands” means all lands and interests which are either described in EXHIBIT A and EXHIBIT B of the Mortgage or the description of which is incorporated in EXHIBIT A and EXHIBIT B of the Mortgage by reference to another instrument or document.

“Loan” means the loan made pursuant to ARTICLE 4 hereof.

“Loan Payments” means those amounts necessary to repay the Loan made hereunder as provided in ARTICLE 4 hereof.

“Loan Payment Dates” means not later than the 1st day of each January, April, July and October, commencing January 1, 2014 through October 1, 2021, or such earlier date as the Principal Balance of the Note with interest thereon shall have been paid in full.

“Lost Creek Project” means the Interests in Real Estate, Lands, Equipment and construction of a Facility to extract uranium located within Sweetwater County, Wyoming (as described in EXHIBIT A attached hereto).

“Maturity Date,” with respect to the Bond, means October 15, 2021, or such earlier date as the Principal Balance of the Bond shall be due and payable.

“Mortgage” means the Mortgage, Assignment of Revenues, Security Agreement, Fixture Filing and Financing Statement between Borrower and the Trustee, dated of even date herewith, by which Borrower has mortgaged, assigned, and secured to the Trustee, the Collateral and the Mortgaged Property.

“Mortgaged Property” means the Mortgagor’s interests subject to the Mortgage.

“Note” means that certain promissory note in the principal amount of \$34,000,000, dated as of the date of delivery of the Bond and due on October 1, 2021, from the Borrower to the Issuer, in the form attached hereto as EXHIBIT B.

“Opinion of Counsel” means an opinion in writing of legal counsel, who may be counsel to the Issuer, the Borrower or the Bond Owner.

“Ore” means all processed and unprocessed metallic and nonmetallic ore, including uranium and uranium ore minerals, and all other locatable minerals located in, on or under all or any part of the Lands or otherwise produced therefrom.

“Permitted Encumbrances” means the Encumbrances of the type referred to in EXHIBIT E attached hereto.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Principal Balance,” as it relates to the Bond, the Note or the Loan, means \$34,000,000 or so much thereof as remains unpaid thereon from time to time.

“Product Sales Contracts” means those contracts between the Borrower and third parties for the sale and purchase of Ore, which contracts are set forth in EXHIBIT F attached hereto.

“Project” means the Lost Creek Project.

“Project Costs” means any and all costs, expenses, fees and charges paid or incurred in connection with the completion of the Lost Creek Project and the issuance of the Bond, including:

- A. all Costs of Issuance;
- B. all advances, payments and expenditures in connection with the preparation of plans and specifications for the Lost Creek Project (including any preliminary study or planning of the Lost Creek Project or any aspect thereof);
- C. all costs and fees for architectural, engineering, environmental, consulting, testing, design, appraisal, legal, accounting, financial, statistical and other technical and supervisory services necessary or incident to the design, acquisition, construction, development and equipping of the Lost Creek Project (including, without limitation, the costs of all licenses and permits employed or obtained in connection therewith);
- D. all costs incurred in connection with the acquisition and installation of equipment, machinery or furnishings included within or constituting a part of the Lost Creek Project;
- E. payment or reimbursement for labor, services, materials, equipment and supplies (including, without limitation, water, electricity, transportation and utility services) used, furnished or installed in the acquisition, construction, development and equipping of the Lost Creek Project, and payment of amounts due under contracts for the acquisition, construction, development and equipping of the Lost Creek Project;
- F. to the extent not paid by any contractor or subcontractor engaged to construct or install any part of the Lost Creek Project with respect to that part of the Lost Creek Project, payment of premiums on all insurance required to be taken out and maintained with respect to construction prior to the Completion Date;
- G. all expenses incurred in seeking to enforce any remedy against any contractor, subcontractor or other Person in respect of any default under a contract or other liability or obligation relating to the Lost Creek Project;
- H. payment of taxes, assessments and other charges, if any, that may become payable prior to the Completion Date with respect to the Lost Creek Project;
- I. all interest and financing fees accruing on money borrowed or to be borrowed by the Borrower for financing of Lost Creek Project Costs during acquisition, construction, development and equipping of the Lost Creek Project; and
- J. without limitation by the foregoing, all other expenses which constitute necessary capital expenditures for the completion of the Lost Creek Project authorized by the Act and Wyo. Stat. 9-4-715(m) to be paid from the proceeds of the Bond; and
- K. reimbursement for all advances, payments and expenditures made or to be made by the Borrower, the Issuer, and any other Person with respect to any of the foregoing expenses.

“Purchaser” means the State of Wyoming acting by and through the Wyoming State Treasurer.

“Release Price” means the amount necessary to redeem or cause a portion of the Principal Balance of the Bond to be “deemed paid” within the meaning of Section 5.06 of this Financing Agreement and Section 3.02 of the Indenture in a principal amount authorized by the Purchaser of the Bond.

“Security Documents” means the Mortgage, the Guaranty Agreements, the Assignment of Product Sales Contracts and any other instruments or documents securing the Borrower’s Obligations.

“State” means the State of Wyoming.

“State Leases” means those State of Wyoming mineral leases identified in EXHIBIT B of the Mortgage, to which Borrower is the Lessee.

“State Treasurer” or “Wyoming State Treasurer” means the duly elected and qualified Treasurer of the State of Wyoming.

“Term of the Financing Agreement” or “Term” means the term of this Financing Agreement as specified in Section 12.01 hereof.

“Trustee” means Zions First National Bank, a national banking association duly organized and validly existing under the laws of the United States (including any successor trustee or co-trustee hereunder).

“Unpatented Mining Claim” means a particular parcel of federal land, valuable for a specific locatable mineral deposit or deposits. It is a parcel for which an individual has asserted a right of possession. The right is restricted to the extraction and development of a locatable mineral deposit. The rights granted by a mining claim are valid against a challenge by the United States and other claimants only after the discovery of a valuable mineral deposit.

“Ur-Energy USA Inc.” means the Colorado corporation which is the sole Member and manager of Lost Creek ISR, LLC (Borrower), and which is a Guarantor of the Borrower’s Obligations.

“Ur-Energy Inc.” means the corporation continued under the Canadian Business Corporations Act, which is the sole shareholder of Ur-Energy USA Inc., and which is a Guarantor of the Borrower’s Obligations.

“WBC” means the Wyoming Business Council.

Section 1.02. Rules of Interpretation.

(1) The words “herein,” “hereof,” and “hereunder” and words of similar import, without reference to any particular article, section or subdivision, refer to this Financing Agreement as a whole rather than to any particular article, section or subdivision hereof.

(2) References in this instrument to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this instrument as originally executed.

(3) Any terms not defined herein but defined in the Bond Purchase Agreement, the Indenture, the Security Documents or other related documents shall have the same meaning herein unless the context hereof requires otherwise.

(4) The table of contents and titles of articles and sections herein are for convenience only and are not a part of this Financing Agreement.

(5) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(6) Unless the context hereof clearly requires otherwise, “or” is not exclusive, but is intended to permit or encompass one or more or all of the alternatives combined.

(7) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

Section 1.03. Limitation on Issuer Liability. No agreements or provisions contained in this Financing Agreement nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project shall give rise to any pecuniary liability of the Issuer or a charge against its general credit or taxing powers, or shall obligate the Issuer financially in any way except with respect to the Project and the application of revenues therefrom and the proceeds of the Bond. No failure of the Issuer to comply with any term, condition, covenant or agreement herein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Project or revenues therefrom or proceeds of the Bond; and no execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. Nothing herein shall preclude a proper party in interest from seeking and obtaining specific performance against the Issuer for any failure to comply with any term, conditions, covenant or agreement herein; provided, that no costs, expenses or other monetary relief shall be recoverable from the Issuer except as may be payable from the Project or its revenues.

Section 1.04. Sovereign Immunity. The Issuer, the State of Wyoming, the Wyoming State Loan and Investment Board and the State Treasurer do not waive sovereign immunity by entering into this Financing Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law.

Section 1.05. Exhibits. The following Exhibits are attached to and by reference made a part of this Financing Agreement:

- (1) EXHIBIT A: Description of the Lost Creek Project
- (2) EXHIBIT B: Form of the Note
- (3) EXHIBIT C: Reclamation Performance Bonds
- (4) EXHIBIT D: Form of Disbursement Requisition
- (5) EXHIBIT E: Permitted Encumbrances
- (6) EXHIBIT F: Product Sales Contracts
- (7) EXHIBIT G: Permits and Licenses for the Lost Creek Project
- (8) EXHIBIT H: Pending Legal/Administrative Proceedings Involving Borrower or the Project
- (9) EXHIBIT I: Liens on the Project Disclosure by Borrower

* * * * *

ARTICLE 2
REPRESENTATIONS AND COVENANTS

Section 2.01. Representations and Covenants of the Issuer. The Issuer makes the following representations as the basis for its covenants herein:

(1) The Issuer is a body corporate and politic and public instrumentality duly organized and validly existing as such under the laws of the State of Wyoming. Under the provisions of the Act, the Issuer is authorized to enter into the Bond Purchase Agreement, the Indenture and this Financing Agreement and to carry out its obligations thereunder and hereunder. The Issuer has duly authorized the execution and delivery of the Bond Purchase Agreement, the Indenture and this Financing Agreement.

(2) The Issuer will not pledge any of its rights under this Financing Agreement other than for purposes of transferring and/or assigning its rights and interest to the Trustee as contemplated by the Bond Purchase Agreement, the Indenture and the Security Documents.

(3) The Bond will be issued, mature, bear interest, be redeemable and have other terms and provisions as provided for in the Bond Purchase Agreement, the Indenture and the Bond.

(4) The acquisition, construction, development and equipping of the Project, the issuance and sale of the Bond, the execution and delivery of this Financing Agreement, and the performance of all covenants and agreements of the Issuer contained in the Bond, this Financing Agreement, the Bond Purchase Agreement, the Indenture, as well as the performance of all other acts and things required under the constitution and laws of the State of Wyoming to make the Bond, the Financing Agreement, the Bond Purchase Agreement and the Indenture valid and binding obligations of the Issuer in accordance with their terms are authorized by the Act and have been duly authorized by a Bond Resolution of the Issuer finally passed and adopted on _____, 2013, by the affirmative vote of not less than a majority of the Commissioners.

(5) The Issuer has not made, done, executed or suffered, and it warrants that it will not make, do, execute or suffer any act or thing whereby its interest in any property now or hereafter included in the Project, shall or may be impaired, charged or encumbered in any manner whatsoever except as expressly permitted by the terms of this Financing Agreement, the Bond Purchase Agreement and the Indenture.

(6) To finance the Project, as presently estimated, in anticipation of the collection of the revenues thereof, the Issuer has duly authorized the Bond in the principal amount of \$34,000,000 to be issued upon the terms set forth in the Bond Resolution, under the provisions of which the Issuer has agreed to assign its interest in this Financing Agreement and the payments hereunder and its interest in the Project to the Trustee as security for the payment of the principal of and interest on the Bond.

Section 2.02. Representations and Covenants of the Borrower. The Borrower makes the following representations as the basis for its covenants herein:

(1) The Borrower (i) is a Wyoming limited liability company, validly existing and in good standing under the laws of the State of Wyoming, (ii) is qualified to do business in the State, and (iii) either is qualified to do business and is in good standing in each jurisdiction where the ownership of its properties or the conduct of its business requires such qualification or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction.

(2) The Borrower is an indirect wholly-owned subsidiary of Ur-Energy Inc. (“Ur-Energy”), a corporation continued under the Canada Business Corporations Act. Borrower’s Lost Creek Project is located approximately 39 miles north of Wamsutter, Wyoming, and 20 miles southwest of Bairoil, Wyoming.

The Borrower has constructed, owns and operates the Lost Creek Project, as described in EXHIBIT A hereto. Unpatented Mining Claims relating to the Lost Creek Project, located in Sweetwater County, Wyoming, are set forth in EXHIBIT A of the Mortgage.

(3) All reclamation performance bonds required by the State of Wyoming, Department of Environmental Quality for the Lost Creek Project have been obtained and a summary of such obligations is attached to this Financing Agreement as EXHIBIT C.

(4) The Borrower has full power to enter into and perform its obligations under this Financing Agreement, the Bond Purchase Agreement, the Security Documents and all other documents contemplated hereby or executed pursuant hereto. The execution and delivery of this Financing Agreement, the Bond Purchase Agreement, the Security Documents and all other documents contemplated hereby or executed pursuant hereto and the performance and observance of their terms, conditions and obligations have been duly authorized by all necessary action on the part of Borrower. This Financing Agreement, the Bond Purchase Agreement and the Security Documents, and any other agreement required hereby will constitute, when duly executed and delivered by Borrower to the Issuer, the Trustee or the Purchaser, valid and binding obligations of Borrower enforceable in accordance with their terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and the application of general principles of equity.

(5) The execution and delivery of this Financing Agreement, the Bond Purchase Agreement and the Security Documents and the consummation of all the transactions contemplated hereby and thereby, do not and will not conflict with, or be in contravention of, any law, order, rule or regulation applicable to Borrower or any agreement or instrument to which Borrower is a party or by which the Project is bound or affected, and will not result in the creation of any lien, charge or encumbrance of any nature upon the Project other than that contemplated hereby.

(6) Any financial statements of Borrower, or any consolidated financial statements of which Borrower is a subsidiary, heretofore delivered to Issuer or the Purchaser are accurate and complete in all respects, have been prepared in accordance with generally accepted accounting principles, fairly represent the financial condition of Borrower or the Guarantors in the case of a consolidated financial statement, as of the respective dates of such financial statements and no material adverse change has occurred in the conditions reflected therein since their respective dates. No additional material obligations other than those contemplated by this Financing Agreement have been entered into by Borrower since the date of its financial statements, other than as disclosed to Issuer and the Purchaser in writing.

(7) All information furnished in any document required to be furnished by Borrower under or in connection with this Financing Agreement and the Bond Purchase Agreement is accurate and complete in all respects.

(8) Other than as disclosed to Issuer and the Purchaser in writing, a copy of which is attached hereto as EXHIBIT H, there is no material action, suit, legal proceeding, administrative action or other proceeding pending or threatened (or, to the best knowledge of Borrower, any basis therefor) against Borrower or affecting the properties or assets of Borrower in any court or before any arbitrator of any kind or before or by any governmental body. Borrower is not in default with respect to any order of any court, arbitrator or governmental body, and Borrower is

not subject to or a party to any order of any court or governmental body arising out of any action, suit or proceeding under any statute or other law respecting antitrust, monopoly, restraint of trade, unfair competition or similar matters. For the purposes of this subsection, the term “governmental body” includes any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and the term “order” includes any order, writ, injunction, decree, judgment, award, determination, direction or demand.

(9) Borrower or any tax filing organization of which Borrower is a subsidiary, has filed all federal, state and local tax returns which are required to be filed and has paid all taxes shown on such returns and on all assessment notices received by it to the extent that such taxes and assessments have become due, except to the extent the same are being contested in good faith in appropriate proceedings, have been disclosed in writing to the Issuer and the Purchaser, and for which adequate reserves have been provided. All federal and state income taxes and all other taxes and assessments of any nature with respect to which Borrower is obligated have been paid or adequate accruals have been set up therefor.

(10) The Interests in Real Estate described in the Security Documents and related documents are (or will be, with respect to Collateral hereafter acquired) vested solely in the Borrower, free and clear of all liens, encumbrances and other claims whatsoever, except as follows: (i) Encumbrances that will be paid on the Closing Date, (ii) Encumbrances granted by the Security Documents, (iii) Permitted Encumbrances set forth in EXHIBIT E attached hereto, (iv) with respect to the Unpatented Mining Claims, the paramount title of the United States and the rights of third parties to the lands within such Unpatented Mining Claims pursuant to statute, (v) with respect to the State Leases, the paramount title of the State of Wyoming and the terms of the State Leases, and (vi) Encumbrances that have otherwise been approved in writing by the Issuer and the Purchaser.

(11) Borrower has not received any other financing for any purpose secured by the Project or any other Collateral securing the Loan, the security for which is superior to that for the Loan, other than that set forth in EXHIBIT I attached hereto.

(12) There is no default on the part of Borrower under this Financing Agreement or any document executed by Borrower in connection herewith and no event has occurred which with notice or the passage of time or both would constitute a default hereunder or under any such document.

(13) The Issuer has not made any representations, either express or implied, that the Project will be suitable to the needs of the Borrower and the Borrower recognizes that under the Act the Issuer is not authorized to expend any funds on the Project other than the revenues received by it therefrom or the proceeds of the Bond, or other funds granted to it for purposes contemplated in the Act.

(14) To the best knowledge of the Borrower (i) no officer or member of the Issuer has either a direct or indirect financial interest in or will personally benefit financially from this Financing Agreement, the Bond Purchase Agreement, the Security Documents, the Bond or the Project or any contract, agreement or job hereby contemplated to be entered into or hereby undertaken, (ii) no official or employee of the Issuer has any personal interest, direct or indirect, in this Financing Agreement, and (iii) the Borrower has not paid or given any official or employee of the Issuer, any money or other consideration for obtaining this Financing Agreement.

Section 2.03. Purchaser May Rely on Representations. The Issuer and the Borrower agree that the representations contained in this ARTICLE 2 are for the use and benefit of the Purchaser, and the Purchaser shall be entitled to rely thereon.

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ARTICLE 3

THE PROJECT; COLLATERAL; ISSUANCE OF THE BOND; DISPOSITION OF PROCEEDS OF THE BOND; COMPLETION OF THE PROJECT

Section 3.01. The Project; Collateral.

(1) Borrower covenants and warrants that it has and will continue to acquire and develop the Project in accordance with the provisions of its Application for Industrial Development Bonds submitted to the WBC.

(2) Borrower has advanced at least twenty-five percent (25%) of the total cost of the Project, as required by Wyo. Stat. § 9-4-715(m)(ii)(D).

(3) Subject to the terms of this Financing Agreement, the Bond Purchase Agreement, the Indenture and the Security Documents, the Project and the Collateral and Mortgaged Property securing the Bond shall be the sole and exclusive property of, and title thereto shall continue to be vested in, the Borrower, except with respect to the State Leases and except with respect to Unpatented Mining Claims, to the paramount title of the United States and the rights of third parties to the lands within such Unpatented Mining Claims pursuant to statute.

(4) With the exception of the sale of Ore in the ordinary course of business, the Borrower will not dispose of or remove or permit the disposal or removal of any portion of the Project or the Collateral except in accordance with the provisions of this Section:

(a) In any instance where the Borrower in its sound discretion determines that any portion of the Project or the Collateral has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Project or security for the Bond, the Borrower may, at its expense, dispose, or remove and dispose of a part of the Project or the Collateral and substitute or install other items of machinery, Equipment or other personal property, not necessarily having the same function, provided that such removal and substitution shall not impair the operating utility and unity of the Project or the security for the Bond. All substituted items shall be acquired or installed free and clear of all liens or encumbrances other than Permitted Encumbrances, and shall become part of the Project and the Collateral and be subject to the Security Documents.

(b) Upon the written approval of the Purchaser, the Borrower may also enter into leases for real property related to the Project and include within the Project any improvements thereon that are owned by the Borrower.

(c) The Borrower will obtain the written consent of the Purchaser, will cooperate with the Trustee and the Purchaser and will pay all costs, including reasonable counsel fees, incurred in subjecting to the lien of the Security Documents all items of property or leasehold interests substituted and the Issuer, the Trustee and the Purchaser will cooperate with the Borrower in securing, if necessary, release of property for which substitution, disposal or abandonment is made under the Security Documents and in providing such documents as may be required to facilitate the removal or substitution.

(d) Prior to the abandonment, disposition or release of part of the Interests in Real Estate, including Unpatented Mining Claims or State Leases,

which form part of the Collateral, the Borrower shall (i) in the case of the Unpatented Mining Claims identified in EXHIBIT A-1 to the Mortgage, or the State Leases identified in EXHIBIT B to the Mortgage, report to the Trustee and the Purchaser, by Borrower's Representative certificate, a description of the Unpatented Mining Claims or State Leases to be abandoned or disposed of and the reasons for such abandonment or disposal, including the proposed value of such Collateral, and obtain prior written consent of the Trustee and the Purchaser before abandoning or disposing of such Unpatented Mining Claims or State Leases; or, (ii) in the case of the Unpatented Mining Claims identified in EXHIBIT A-2 to the Mortgage, Borrower may abandon or dispose of not more than twenty percent (20%) of the Unpatented Mining Claims in such EXHIBIT A-2 in any calendar year, such twenty percent (20%) to be calculated based on the number of Unpatented Mining Claims existing as of January 1 of each calendar year, without obtaining prior written consent of the Trustee and the Purchaser, provided that Borrower shall provide notice to the Trustee and Purchaser, by Borrower's Representative certificate, on or before November 1 of each calendar year, of the specific Unpatented Mining Claims to be abandoned or disposed of, the method of selection of such Unpatented Mining Claims, the reason for abandoning or disposing of such Unpatented Mining Claims and the proposed value of such Collateral. Notwithstanding anything herein to the contrary, no more than fifty percent (50%) of the number of Unpatented Mining Claims in EXHIBIT A-2 as of the Closing Date may be abandoned pursuant to this subsection 3.01(4)(d) without the consent of the Purchaser. If Borrower or any affiliated entity of Borrower should reacquire any of the Unpatented Mining Claims listed in either EXHIBIT A-1 or EXHIBIT A-2 that have been abandoned or disposed of during the term of the Loan, such reacquired Unpatented Mining Claims shall become Collateral and subject to the lien of the Security Documents. At such time that any such Unpatented Mining Claims are reacquired, Borrower shall give written notice to the Trustee and the Purchaser, by Borrower's Representative certificate, of the particular Unpatented Mining Claims and the proposed value of such Collateral.

(e) Subject to the provisions of subsections (a) and (d), in the case of the disposition of any part of the Collateral, the Borrower shall report to the Trustee and the Purchaser, by Borrower's Representative certificate, a description of the Collateral to be disposed of and the proposed value of such Collateral. If the Purchaser does not agree with the amount that the Borrower proposes to receive from such disposition, the Purchaser may engage a consultant, at the Borrower's expense, to obtain verification of value. Upon disposal of part of the Project or Collateral as described in subsections (a) and (d) above, and provided the operating utility and unity of the Project are not impaired, the Borrower may decide not to make any substitution and installation of other items of property; provided, however, in the case of the sale, trade-in or other disposition of part of the Project or Collateral for which no substitution is to be made, the Borrower shall pay to the Trustee for deposit in the Debt Service Fund the sale proceeds, the credit received upon trade-in, or an amount equal to the value of the part of the Project or Collateral (in the case of another disposition) as determined by the Borrower (or the consultant, as the case may be). Nothing in this Section 3.01 is intended or shall be deemed to qualify or otherwise limit the Borrower's Obligations under Section 4.02 hereof. Nothing contained in this Section shall relieve the Borrower from making all Loan Payments payable as provided in this Agreement.

Section 3.02. Issuance of the Bond; Application of Bond Proceeds. The Issuer shall make the Loan to Borrower from the proceeds of the Bond, which Issuer shall sell and cause to be delivered to the Purchaser in accordance with the Bond Purchase Agreement and the Indenture. The Borrower hereby approves the issuance of the Bond and all terms and conditions of the Bond, the Bond Purchase Agreement, the Indenture and the Security Documents.

Issuer shall cause the proceeds of the Bond to be expended and deposited by the Trustee as follows:

\$34,000,000 shall be deposited into the Project Fund. All Bond proceeds deposited in the Project Fund shall be available for the payment of Project Costs upon receipt by the Trustee of a completed Disbursement Request in the form set forth in EXHIBIT D hereto. Borrower shall obtain from the Purchaser the written approval of the disbursements prior to the submission of the form to the Trustee for payment.

For purposes of complying with the requirements of this Section, the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon the certified requisition of the Borrower, as approved by the Purchaser. The Trustee shall not be bound to make any investigation into the facts or matters stated in any certificate or requisition. The Trustee shall not be responsible for determining whether the funds on hand in the Project Fund are sufficient to complete the purchase, construction or installation of the Project. The Trustee shall not be responsible to collect lien waivers, and it is acknowledged that the Trustee has no responsibility to verify or confirm that any lien waivers attached by the Borrower on any requisition are accurate or complete.

Section 3.03. Certificate of Completion. The Completion Date for the Project shall be the date on which acquisition, construction, development and equipping of the Project have been completed substantially in accordance with the plans and specifications therefor, as determined by the Borrower and as set forth in the certificate furnished by the Borrower to the Trustee in accordance with this Section 3.03. As soon as reasonably practicable after completion of acquisition, construction, development and equipping of the Project, and in any event not more than ninety (90) days thereafter, the Borrower shall furnish to the Trustee a Borrower's Representative certificate (the "Certificate of Completion") (i) stating that the Borrower has determined that the acquisition, construction, development and equipping of all portions of the Project have been completed substantially in accordance with the plans and specifications therefor as of the Completion Date specified in such Certificate; and (ii) stating that, except for any amounts that are subject to a bona fide dispute, all Project Costs have been paid. Such Certificate of Completion may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

If on the Completion Date there are Bond proceeds which exceed funds required to pay Project Costs, such excess Bond proceeds shall be transferred by the Trustee to the Debt Service Fund to be applied toward payment of principal amounts due on the Bond.

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ARTICLE 4 LOAN PROVISIONS

Section 4.01. The Loan. The Issuer agrees, upon the terms and conditions herein specified, to lend to the Borrower the proceeds received by the Issuer from the sale of the Bond, by causing such proceeds to be deposited with the Trustee for disposition as provided herein and in the Indenture; and the obligation of the Issuer to make the Loan shall be deemed fully discharged upon so depositing the proceeds of the Bond with the Trustee.

Section 4.02. Loan Payments. Subject to the Borrower's right of prepayment granted in Section 10.01 of this Financing Agreement, the Borrower agrees to repay the Loan in installments of Loan Payments as follows:

(1) During the Term of the Financing Agreement, the Borrower shall make Loan Payments in immediately available funds as follows:

(a) Interest only on the Loan shall be paid in arrears in quarterly installments not later than the first Business Day of January 2014, April 2014, July 2014 and October 2014.

(b) Principal and interest on the Loan shall be fully amortized over seven (7) years and paid in quarterly installments not later than the first Business Day of each January, April, July and October, commencing January 1, 2015 through October 1, 2021, or such earlier date as the Principal Balance thereof with interest thereon shall have been paid in full.

(2) In any event the sum of the Loan Payments payable under this Section shall be sufficient to pay all principal and interest on the Bond as such principal and interest become due, upon redemption, acceleration or otherwise; and accordingly if on the third Business Day immediately preceding any Loan Payment Date the balance in the Debt Service Fund is not sufficient for this purpose, the Borrower will make a Loan Payment to cure the deficiency.

(3) All Loan Payments shall be made directly to the Trustee at its designated corporate trust office in Denver, Colorado, for the account of the Issuer, and shall be deposited by the Trustee in the Debt Service Fund. In the event the Borrower should fail to make any of the payments required in this Section 4.02, the item so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon (including to the extent permitted by law, interest on overdue installments of interest) at the rate borne by the Bond.

(4) Sums set aside in the Debt Service Fund to prepay a portion of the Principal Balance of the Bond shall be deemed available as a credit against Loan Payments required to be made hereunder.

(5) Loan Payments shall be made in the form of wire transfer.

(6) On December 1 of each year, commencing December 1, 2013, the Purchaser shall provide the Borrower a schedule of the Loan Payment amounts for the next calendar year.

Section 4.03. Additional Charges. The Borrower agrees to pay, on demand, each and all of the following:

(1) to or upon the order of the Trustee, when due, all fees and expenses of the Trustee for services rendered under the Indenture and all fees and charges of legal counsel, accountants,

public agencies and others incurred in the performance, on request of the Trustee, of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that the Borrower may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture and any fees or charges of public agencies;

(2) to the Issuer, all reasonable expenses directly incurred by the Issuer to perform its obligations or exercise its rights under this Financing Agreement, and all other reasonable expenses incurred by the Issuer in relation to the Project which are not otherwise required to be paid by the Borrower under the terms of this Financing Agreement;

(3) to the Purchaser, all reasonable expenses directly incurred by the Purchaser to perform its obligations or exercise its rights under this Financing Agreement, and all other reasonable expenses incurred by the Purchaser in relation to the Project which are not otherwise required to be paid by the Borrower under the terms of this Financing Agreement;

4) to the Trustee or the Purchaser the amount of all advances made by the Trustee or the Purchaser, with interest thereon, as provided in Section 5.04 of this Financing Agreement; and

(5) to the Issuer, the Trustee or the Purchaser, as the case may be, interest at a rate per annum equal to eighteen percentum (18.00%), on all Additional Charges, commencing thirty (30) from the date of demand to the payment date.

Section 4.04. Borrower's Obligations Unconditional. All Loan Payments shall be paid without notice or demand and without setoff, counterclaim, or defense for any reason and without abatement or deduction or defense. Additional Charges and all other payments required of the Borrower hereunder shall be paid without notice or demand and without setoff, counterclaim, or defense for any reason and without abatement or deduction or defense (except as provided in Section 7.04). The Borrower will not suspend or discontinue any such payments, and will perform and observe all of its other agreements in this Financing Agreement, and will not terminate this Financing Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Collateral, the Mortgaged Property or the Borrower's business, the taking of the Mortgaged Property or the Borrower's business by condemnation or otherwise, the lawful prohibition of the Borrower's use of the Project, or Borrower's business, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Financing Agreement, or lack of right, power or authority of the Issuer to enter into this Financing Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Trustee, change in the laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Financing Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Loan Payments and other amounts payable by the Borrower hereunder shall be paid in full when due without any delay or diminution whatever.

Section 4.05. Borrower's Remedies. Nothing contained in this ARTICLE shall be construed to release the Issuer from the performance of any of its agreements herein, and if the Issuer should fail to perform any such agreements, the Borrower may institute such action against the Issuer as the Borrower may deem necessary to compel the performance so long as such action shall not violate the Borrower's agreements in Section 4.04 or diminish or delay the

amounts required to be paid by the Borrower pursuant to Section 4.02 of this Financing Agreement. The Borrower acknowledges however and agrees that any pecuniary obligation of the Issuer created by or arising out of this Financing Agreement shall be payable solely out of the proceeds derived from this Financing Agreement, the sale of the Bond, any insurance and condemnation awards received pursuant to the Mortgage or upon the sale or other disposition of the Collateral and the Mortgaged Property upon a default by the Borrower or otherwise.

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ARTICLE 5
PROJECT, COLLATERAL AND MORTGAGED PROPERTY COVENANTS

Section 5.01. Possession of the Project, Collateral and Mortgaged Property.

The Issuer acknowledges that as between the Issuer and the Borrower, the Borrower is entitled to sole and exclusive possession of the Project, the Collateral and the Mortgaged Property.

Section 5.02. Operation and Maintenance.

The Borrower shall pay all expenses of the operation and maintenance of the Project, the Collateral and the Mortgaged Property including, but without limitation, adequate insurance thereon in such amounts and with such deductible provisions as set forth in the Mortgage and approved by the Purchaser, and as are customarily carried in connection with the operation of an in situ uranium mining operation and business and related facilities of the type and size comparable to the Project, the Collateral and the Mortgaged Property, and insurance against all liability for injury to persons or property arising from the operation thereof as set forth in the Mortgage and approved by the Purchaser, and all taxes and special assessments levied upon or with respect to the Project, the Collateral and the Mortgaged Property and payable during the Term of the Financing Agreement, all in conformance with and subject to any good faith contest provisions provided in the Mortgage.

Section 5.03. Mortgage and Assignment of Product Sales Contracts.

In consideration of the Loan, and as security for the Loan Payments to be made by the Borrower for the payment of the Bond, and as security for the performance of all of the other obligations, agreements and covenants of the Borrower to be performed and observed hereunder, the Borrower shall execute and cause to be recorded the Mortgage and the Assignment of Product Sales Contracts and shall keep, perform and observe each of its obligations thereunder. The Mortgage and the Assignment of Product Sales Contracts may be released by the Trustee upon certain prepayments of the Borrower as described herein and as the Trustee is directed in the Indenture.

Section 5.04. Advances.

The Borrower acknowledges and agrees that, under the Indenture, the Mortgage and the Assignment of Product Sales Contracts, the Trustee and the Purchaser may take certain action and make certain advances relating to the Collateral and the Mortgaged Property or to certain other matters as expressly provided therein, and the Borrower shall be obligated to repay all such advances, on demand, with interest from the date of each such advance at the rate of eighteen percent (18%) per annum, and under the conditions set forth in the Indenture, the Mortgage or the Assignment of Product Sales Contracts, as the case may be or, in the absence of any provision therein, under Section 4.03(5) hereof.

Section 5.05. Alterations to and Removal of Collateral or Mortgaged Property. The Borrower shall, subject to the terms and conditions of the Mortgage, Section 3.01 of this Financing Agreement and the written approval of the Purchaser of the Bond, have the right from time to time at its cost and expense, to remodel and make additions, modifications, alterations, improvements and changes (collectively referred to as "alterations") in or to the Project, the Collateral or the Mortgaged Property or to remove any Equipment therefrom as the Borrower may deem to be desirable for its uses and purposes, provided such alterations or removal do not impair the character of the Project within the meaning of the Act or the security for the payment of the Bond.

Section 5.06. Sale or Lease of Collateral and Mortgaged Property; Assignment and Transfer. With the written consent of the Purchaser, the Borrower may obtain the release of all or a portion of the Collateral or Mortgaged Property by paying the applicable Release Price to the Trustee. On the date of such payment of the Release Price, a closing shall be held at the designated corporate office of the Trustee, or any other office mutually agreed upon. At the closing the Issuer and the Trustee shall, upon acknowledgment of receipt of the

Release Price, execute and deliver to the Borrower such release or amendment of the Mortgage and the Assignment of Product Sales Contracts and other instruments as the Borrower reasonably determines are necessary to terminate the lien or other effect thereof.

The Borrower will not otherwise lease the Collateral or the Mortgaged Property, in whole or in part, nor assign its rights under this Financing Agreement, nor sell, mortgage, transfer or otherwise encumber its interests in the Project, the Collateral or the Mortgaged Property, in whole or in part, except as provided in the Mortgage or the Assignment of Product Sales Contracts and unless and except as provided below:

(1) The Borrower shall have received written permission of the Purchaser, which permission shall be granted at the sole discretion of the Purchaser;

(2) The assignee-transferee of the Collateral must be an organization experienced and properly licensed in the operation of uranium mining operations similar to those operated by the Borrower;

(3) Unless the assignee-transferee is a surviving, resulting or transferee entity as permitted under Section 7.05, no such assignment and transfer shall relieve the Borrower from liability for all Loan Payments, Additional Charges and other payments due and for the performance of all other obligations required under this Financing Agreement and the Indenture; and

(4) Any assignee-transferee shall expressly assume the Borrower's Obligations under this Financing Agreement, the Mortgage and the Assignment of Product Sales Contracts by instruments in writing delivered to the Trustee and the Purchaser.

The Borrower shall promptly notify the Trustee and the Purchaser of any such sale, assignment or lease.

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ARTICLE 6
DAMAGE AND DESTRUCTION; MATERIAL CHANGE IN MINING LAW;
AND CONDEMNATION

Section 6.01. Damage and Destruction of Project. If any Principal Balance of the Bond remains Outstanding when Collateral or Mortgaged Property is damaged or destroyed by fire or other casualty, the Borrower shall either restore such Collateral or Mortgaged Property as required by the Indenture, or if Section 10.02 of this Financing Agreement is applicable, prepay the Loan pursuant to said Section.

Section 6.02. Change in General Mining Law of 1872. In the event of the repeal or material modification of the current General Mining Law of 1872 during the Term of the Financing Agreement, such that the Unpatented Mining Claims of the Borrower which are material to the exploration, development or operation of the Project are affected, modified or transformed, the Borrower will use its best efforts to retain its Interests in Real Estate and will consult with the Trustee to determine how best to preserve the interest of the Borrower and the interest of the Trustee in the affected Collateral or Mortgaged Property, and the Borrower shall take no action, which in the reasonable opinion of the Trustee or its counsel could adversely affect or impair their interest in the Collateral or Mortgaged Property or under this Financing Agreement or the Mortgage. If, however, Section 10.02 of this Financing Agreement becomes applicable, Borrower shall prepay the Loan pursuant to said Section.

Section 6.03. Condemnation. If any Principal Balance of the Bond remains Outstanding when Collateral or Mortgaged Property is taken by condemnation, the Borrower shall either substitute such Collateral or Mortgaged Property as provided in the Indenture or if Section 10.02 of this Financing Agreement is applicable, prepay the Loan pursuant to said Section.

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**ARTICLE 7
SPECIAL COVENANTS**

Section 7.01. No Warranty of Condition or Suitability by Issuer. THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CAPACITY OF THE PROJECT TO THE SUITABILITY FOR OPERATION OF THE PROJECT OR AS TO THE CONDITION OF THE PROJECT OR ITS SUITABILITY FOR THE BORROWER'S PURPOSES OR NEEDS. THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE BORROWER WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROJECT. THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE VIABILITY OR PROFITABILITY OF THE PROJECT.

Section 7.02. Further Assurances and Corrective Instruments. The Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Financing Agreement, all at the sole expense of the Borrower.

Section 7.03. Financial Information. The Borrower agrees to furnish any financial information and certifications required by the Issuer, the Trustee or the Purchaser.

Section 7.04. Taxes and Other Governmental Charges. During the Term of this Financing Agreement, the Borrower shall not allow any state or county assessed taxes on the Project, the Collateral or the Mortgaged Property to become delinquent and shall pay all property and/or excise taxes within the time frames required by Title 39 of the Wyoming Statutes. With respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, with or without interest, the Borrower shall be obligated to pay only such installments and interest as are required to be paid during the Term of the Financing Agreement.

Borrower's tax or assessment liabilities may, however, be deemed delinquent, and a tax lien or assessment lien may be imposed, but only if Borrower has contested, or is actively contesting, tax liabilities, tax liens or assessments in good faith before Wyoming administrative agencies and/or courts as expressly permitted in Title 39 of the Wyoming Statutes. Any contest by Borrower shall be at its own expense, in good faith, but only with the written consent of the Trustee (if the taxes or assessments being contested are State taxes or assessments) or the Purchaser (for all other taxes or assessments), which consent will not be unreasonably denied or delayed. During the course of such contest, however, Borrower will continue to make or cause to be made any required yearly maintenance or rental fees applicable to its Unpatented Mining Claims or perform any required assessment work or improvements annually on each claim and to pay required rental and other fees on its State Leases.

Within ten (10) Business Days of final administrative or judicial resolution of any dispute, Borrower shall pay taxes or assessments adjudicated as due and owing.

Section 7.05. Consolidation, Merger, Disposition of Assets. Nothing contained in this Financing Agreement shall prevent any consolidation or merger of the Borrower, or any company or group of companies in which it is a subsidiary or affiliated company, with or into any other limited liability company, corporation or corporations (whether or not affiliated with the Borrower), or successive consolidations or mergers in which the Borrower or its successor or successors shall be a party or parties, or shall prevent any sale or conveyance of all or substantially all the property of the Borrower or any company or group of

companies in which it is a subsidiary or affiliated company, to any other corporation (whether or not affiliated with the Borrower), authorized to acquire and operate the same; provided, however, and the Borrower hereby covenants and agrees, that any such consolidation, merger, sale or conveyance, other than a consolidation or merger in which the Borrower or any company or group of companies in which it is a subsidiary or affiliated company is the continuing corporation shall be approved in writing by the Issuer and the Purchaser, and the due and punctual performance and observance of all of the covenants and conditions of this Financing Agreement to be performed and observed by the Borrower, shall be expressly assumed by instrument satisfactory in form and substance to the Issuer, the Trustee and the Purchaser and executed and delivered to the Issuer and the Purchaser by the limited liability company or corporation (if other than the Borrower) formed by such consolidation or into which the Borrower shall have been merged or by the limited liability company or corporation which shall have acquired such property. Upon any such consolidation, merger, sale or conveyance, the Borrower shall deliver to the Issuer, the Trustee and the Purchaser a Borrower' Representative certificate to the effect that, after giving effect to such action, no default hereunder shall have occurred and be continuing, and an Opinion of Counsel that the instrument of assumption referred to in the preceding sentence is a legal, valid and binding obligation of the corporation signing it.

Section 7.06. Qualification in Wyoming. The Borrower agrees that throughout the Term of the Financing Agreement, it will be in good standing and qualified to do business in the State of Wyoming.

Section 7.07. Collateral Information. Borrower will provide to Purchaser and Trustee copies of updated technical reports on the Lost Creek Project detailing mineral resources and mineral reserves promptly after being completed and filed with applicable regulators, and in any event, such an updated technical report will be prepared and provided to Purchaser and Trustee at least every twenty-four months from the date of this Financing Agreement. Such technical reports shall comply with Canadian National Instrument 43-101 – Standards of Disclosure for Mineral Projects, as promulgated by the Canadian Securities Administrators, which governs the disclosure of mineral technical information by securities issuers in Canada and shall be certified by a “Qualified Person” as defined in National Instrument 43-101. Additionally, if Purchaser requests in writing an updated valuation report, on or about the fourth anniversary of this Financing Agreement, Borrower shall provide to the Issuer and the Purchaser an updated valuation of all Collateral securing the Loan made hereunder, prepared by Person(s) qualified to make such valuation reports. LANGUAGE SUGGESTED BY JOEL - I DO NOT HAVE ANY CONFIRMATION ON THIS.

Section 7.08. Notification of Event of Default. Borrower shall promptly notify the Issuer, the Trustee and the Purchaser in writing of the occurrence of (a) any Event of Default or any event which would become an Event of Default upon notice or lapse of time or both, (b) any material adverse change in the business, property, assets, operations or conditions, financial or otherwise, of Borrower, and (c) the pendency or threat of any material litigation or arbitration or other proceeding before any governmental body or official affecting the Borrower or the Project.

Section 7.09. Issuer and Borrower Representatives. Whenever under the provisions of this Financing Agreement the approval of the Issuer or the Borrower is required or the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request may be given for the Issuer by an Issuer's Representative and for the Borrower by a Borrower's Representative. Either party shall be authorized to act and rely on any such approval or request.

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ARTICLE 8
ASSIGNMENT OF FINANCING AGREEMENT; INDEMNIFICATION

Section 8.01. Assignment of Financing Agreement.

(1) This Financing Agreement may not be assigned, in whole or in part, by the Issuer without the prior consent of the Borrower and the Purchaser, except that the Issuer shall assign and grant a security interest in this Financing Agreement to the Trustee as provided in Section 8.03 hereof.

(2) This Financing Agreement may not be assigned, in whole or in part, by the Borrower without the consent of the Issuer and the Purchaser; however, the Trustee, upon the direction of the Purchaser, may assign this Financing Agreement, in whole or in part, and sell, convey, transfer or otherwise dispose of the Collateral and the Mortgaged Property, or any part thereof, provided that any such assignment, sale, conveyance, transfer or disposal shall be on the following conditions:

(a) no such assignment, sale, conveyance, transfer or disposal (other than an assignment, sale, conveyance, transfer or disposal pursuant to the provisions of Section 7.05 hereof) shall relieve the Borrower from primary liability for any of Borrower's Obligations hereunder, and

(b) in the case of an assignment, the assignee shall assume the Borrower's Obligations hereunder to the extent of the interest assigned by an instrument satisfactory in form and substance to the Purchaser.

Section 8.02. Release and Indemnification Covenants.

(1) The Borrower shall and hereby agrees to indemnify and save the Issuer, the Trustee and the Purchaser harmless against and from all claims by or on behalf of any Person arising from the conduct or management of, or from any work or thing done on, the Collateral and the Mortgaged Property, including without limitation, (i) any condition of the Collateral and the Mortgaged Property, (ii) any breach or default on the part of the Borrower in the performance of any of its Borrower's Obligations under this Financing Agreement, (iii) any act or negligence of the Borrower or of any of its agents, contractors, servants, employees or licensees, or (iv) any act or negligence of any assignee or lessee of the Borrower, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Borrower. The Borrower shall indemnify and save the Issuer, the Trustee and the Purchaser harmless from any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from the Issuer, the Trustee or the Purchaser, the Borrower shall defend them or any of them in any such action or proceeding.

(2) Notwithstanding the fact that it is the intention of the parties hereto that the Issuer shall not incur any pecuniary liability by reason of the terms of this Financing Agreement or the undertakings required of the Issuer hereunder, by reason of the issuance of the Bond, by reason of the execution of the Bond Purchase Agreement, the Indenture or this Financing Agreement, or by reason of the performance of any act requested of the Issuer by the Borrower or the Purchaser, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the Issuer should incur any such pecuniary liability, then in such event the Borrower shall indemnify and hold the Issuer harmless against all claims, demands or causes of action whatsoever, by or on behalf of any Person arising out of the same or out of any offering statement or lack of offering statement in connection with the sale or resale of the Bond and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon

notice from the Issuer, the Borrower shall defend the Issuer in any such action or proceeding. All references to the Issuer or the Trustee in this Section 8.02 shall be deemed to include their members, directors, trustees, officers, employees, and agents.

(3) Notwithstanding anything to the contrary contained herein, the Borrower shall have no liability to indemnify the Issuer, the Trustee or the Purchaser against claims or damages resulting from the Issuer's, the Trustee's or the Purchaser's own gross negligence or willful misconduct.

Section 8.03. Issuer to Assign and Subordinate Interest to Trustee. The parties hereto agree that the Issuer shall assign and grant a security interest in this Financing Agreement to the Trustee. In order to secure payment of the Principal Balance of the Bond and interest thereon, the Issuer shall grant to the Trustee a security interest in all of the Issuer's right, title, and interest in and to this Financing Agreement, except for the Issuer's rights under Sections 4.03, 8.02 and 9.04 hereof.

* * * * *

ARTICLE 9 DEFAULTS AND REMEDIES

Section 9.01. Event of Default Defined. Any of the following events is hereby defined as and declared to be and to constitute an Event of Default (whatever the reason for such an Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) If default shall be made in the due and punctual payment of any installment of interest on the Note when it becomes due and payable; or

(2) If default shall be made in the due and punctual payment of any installment of principal on the Note when it becomes due and payable; or

(3) If default shall be made in the due and punctual payment of any other money required to be paid to the Issuer under the provisions hereof and such default shall have continued for a period of ten (10) days after written notice thereof, specifying such default, shall have been given by the Issuer or the Trustee to the Borrower; or

(4) If default shall be made in the performance or observance of any other of the covenants, agreements or conditions on the part of the Borrower contained in this Financing Agreement or the Note, and such default shall have continued for a period of thirty (30) days after written notice thereof given in the manner provided in clause (3) above, without Borrower's commencing to cure the default where permitted; or

(5) If any representation or warranty by the Borrower is found, by the Issuer, the Trustee or the Purchaser, to be false or misleading; or

(6) If Borrower makes a contract or arrangement of any kind (other than with respect to Permitted Encumbrances), the performance of which contract or arrangement by another party does or could give rise to a lien on the Project, without first obtaining the written authorization of the Purchaser, and such default shall have continued for a period of thirty (30) days after written notice thereof given in the manner provided in clause (3) above, without Borrower's commencing to cure the default; or

(7) If an Event of Default as defined in the Indenture, or any breach of any provision of the Mortgage, has occurred and is continuing, taking into account any applicable cure or grace period as may be provided in the Indenture or the Mortgage; or

(8) If the Borrower or either of the Guarantors shall file a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, or proceedings instituted by others for its reorganization are not dismissed within thirty (30) days after the institution thereof, or a receiver or liquidator of the Borrower or either of the Guarantors of any substantial portion of its property is appointed and the order appointing such receiver or liquidator shall not be vacated within thirty (30) days after the entry thereof.

Notwithstanding the foregoing, so long as an event of Force Majeure is occurring and the Borrower or either of the Guarantors is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (4) above, neither the Borrower nor the Guarantor shall be deemed in default during the continuance of such inability. However, the Borrower or the Guarantor shall immediately notify the Trustee

and the Issuer of the extent and nature of any problem created by an event of Force Majeure and limit delays in performance to that required by the event and take all reasonable steps to minimize delays. This provision is not effective, however, unless the failure to perform is beyond the control and without the fault or negligence of the Borrower or the Guarantor.

Once the event of Force Majeure is over, the Borrower or the Guarantor must make all reasonable efforts to become in compliance as soon as possible. If the Borrower does not proceed diligently and come into compliance within 30 days after the event is over, it is then in default.

Section 9.02. Remedies. Whenever an Event of Default shall have occurred and be continuing, the Issuer, the Trustee, or the Purchaser as provided in Section 8.08 of the Indenture, may take one or any combination of the following remedial steps:

(a) if and only if the Trustee has declared the Principal Balance of the Bond immediately due and payable by written notice to the Borrower, declare an amount equal to all amounts then due and payable on the Note, whether by acceleration of maturity (as provided in the Security Documents) or otherwise, to be immediately due and payable under this Financing Agreement, whereupon the same shall become immediately due and payable; or

(b) take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Financing Agreement.

Any amounts collected pursuant to action taken under this Section shall, subject to Sections 8.06 and 9.02 of the Indenture, first be applied, on a parity basis, to pay costs incurred by the Issuer, the Trustee and the Purchaser in connection therewith and the remainder shall be applied to the Principal Balance due and payable under the Bond.

The Borrower and the Issuer agree that monetary damages may not be an adequate remedy for default in compliance with non-monetary covenants in this Financing Agreement and, therefore, the Issuer or Trustee, with the written approval of the Purchaser, may seek the remedy of specific enforcement.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer, the Trustee or the Purchaser is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer, the Trustee or the Purchaser to exercise any remedy reserved to it in this ARTICLE, it shall not be necessary to give any notice, other than such notice as may be required in this ARTICLE; provided that the failure to provide any such notice shall not result in a waiver of any such Event of Default or a loss of any such remedy. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee and the Purchaser, subject to the provisions of the Security Documents, who shall be entitled to the benefit of all covenants and agreements herein contained.

Section 9.04. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Financing Agreement and the Issuer, the Trustee or the Purchaser should employ attorneys or incur other expenses for the collection of payments required hereunder or the enforcement of performance or observance of

any Borrower's Obligation or agreement on the part of the Borrower herein contained, the Borrower agrees that it will on demand therefor pay to the Issuer, the Trustee or the Purchaser the reasonable fees and expenses of such attorneys and, such other reasonable out-of-pocket expenses so incurred by the Issuer, the Trustee or the Purchaser.

Section 9.05. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Financing Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.06. Trustee May File Proof of Claim. If an Event of Default shall have occurred and be continuing under Section 9.01(8) hereof, the Trustee and the Purchaser shall be entitled and empowered by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Financing Agreement, irrespective of whether the Principal Balance of the Note or any amount hereunder shall then be due and payable as therein or herein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of the Security Documents, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Purchaser allowed in such judicial proceedings relative to the Borrower, its creditors, or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction, on a parity, of the charges and expenses of the Trustee and the Purchaser, and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee and the Purchaser, and to pay to the Trustee and the Purchaser, any amount due for compensation and expenses, including reasonable counsel fees and expenses incurred by them up to the date of such distribution.

* * * * *

ARTICLE 10
PREPAYMENT OF THE LOAN

Section 10.01. Optional Prepayment of the Loan. The Issuer hereby grants Borrower the option to prepay all or any portion of the Loan in accordance with the terms and conditions of the Bond.

Section 10.02. Mandatory Prepayment of the Loan. Notwithstanding the covenants and agreements of the Borrower in ARTICLE I of the Mortgage, Borrower shall prepay the Loan in full prior to the expiration of this Financing Agreement if (i) as a result of any changes in the constitution of the State of Wyoming or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or in the event of the repeal or material modification of the current General Mining Law of 1872 during the Term of the Financing Agreement or of final decree, judgment or order of any court or administrative body (whether state or federal), this Financing Agreement becomes void or unenforceable or impossible to perform in accordance with the intent and purpose of the parties as expressed in this Financing Agreement, or (ii) all or substantially all of the Collateral shall have been damaged or destroyed or there occurs condemnation of all or substantially all of the Mortgaged Property or the taking by eminent domain of such use or control of the Mortgaged Property as in each case renders the Collateral and the Mortgaged Property unsatisfactory to the Purchaser as security on the Bond and Borrower has not elected, as expressed in a certificate delivered to the Trustee within thirty (30) days after the occurrence of such event, to restore or replace the Collateral and the Mortgaged Property with other property of similar value that is acceptable to the Purchaser.

Section 10.03. Prepayment Price.

(a) In the case of a partial prepayment pursuant to Section 10.01 hereof, the prepayment price shall equal the principal amount so redeemed plus accrued interest thereon to the date of redemption, without penalty or premium. The principal so redeemed shall be applied so as to reduce the Principal Balance of the Note but there shall be no reduction in the quarterly payments of principal and interest that are due thereon.

(b) In the case of prepayment of the entire Loan pursuant to Sections 10.01 or 10.02 hereof, the prepayment price shall be a sum sufficient, together with any other funds available for that purpose, to pay, or redeem and pay the Principal Balance of the Bond at the applicable payment price, as to principal and interest to said payment date all as set forth in the Bond, and to pay all Additional Charges accrued and to accrue through final payment of the Bond and all other liabilities of Borrower accrued and to accrue hereunder through final payment of the Bond.

Section. 10.04. Notice of Prepayment. In order to exercise a prepayment option granted in, or to consummate a mandatory prepayment required by, this Article, Borrower shall give written notice to the Trustee which shall specify therein the date of closing of the prepayment which date shall be not less than thirty (30) days nor more than sixty (60) days from the date the notice is mailed. The failure to give notice of a mandatory prepayment required by Section 10.02 hereof shall not relieve Borrower of its obligation to make such a prepayment and the date of closing of such prepayment shall be not less than ten (10) days nor more than thirty (30) days after the event giving rise to such prepayment, as determined by the Borrower or, if the Borrower shall fail or refuse to make such a determination, by the Purchaser.

Section 10.05. Effect of Events of Default on Optional Prepayment. The option to prepay granted to Borrower in Section 10.01 hereof may be exercised whether or not Borrower is in default hereunder, provided that such default is cured on the date of closing of such prepayment. Further, any and all costs and expenses incurred by the Issuer, the Trustee or the Purchaser relating to or as a result of such default, including attorney fees, shall be reimbursed to the Issuer, the Trustee or the Purchaser by the Borrower on or before the date of closing of such prepayment.

* * * * *

ARTICLE 11
BORROWER'S OPTIONS

Section 11.01. Direction of Investments. Except during the continuance of an Event of Default, the Borrower, with the written approval of the Purchaser, shall have the right during the Term of the Financing Agreement to direct the Trustee to invest or reinvest all monies held for the credit of Funds established by ARTICLE FIVE of the Indenture, subject, however, to the further conditions of ARTICLE SIX of the Indenture.

* * * * *

**ARTICLE 12
MISCELLANEOUS**

Section 12.01. Term of the Financing Agreement. This Financing Agreement shall remain in full force and effect from the date hereof to and including such time as (a) the Principal Balance of the Bond and interest accrued thereon and the fees and expenses of the Issuer, the Trustee and the Purchaser shall have been fully paid or provision satisfactory to the Person to whom such amounts are payable have been made for such payments, or (b) the Trustee shall no longer hold any moneys under ARTICLE SEVEN of the Indenture, whichever is later.

Section 12.02. Notices. All notices, certificates or other communications hereunder shall be in writing (except as otherwise expressly provided herein) and shall be sufficiently given and shall be deemed given by electronic means, upon receipt by hand delivery, overnight delivery by a nationally recognized express transportation company, telecopy, or when mailed by first class mail, postage prepaid, with proper address as indicated below.

To the Issuer:	Sweetwater County, Wyoming 80 W. Flaming Gorge Way Green River, WY 82935 Attn: Sweetwater County Clerk Tel: (307) 872-3732 Fax: (307) 872-3994 E-Mail: davis@sweet.wy.us
To the Borrower:	Lost Creek ISR, LLC 10758 West Centennial Road, Suite 200 Littleton, CO 80127 Attn: General Counsel Tel: (720) 981-4588 Fax: (720) 981-5643 E-Mail: penne.goplerud@ur-energy.com
With a copy to:	Ur-Energy USA Inc., as Guarantor Ur-Energy Inc., as Guarantor 10758 West Centennial Road, Suite 200 Littleton, CO 80127 Attn: Roger L. Smith, CFO Tel: (303) 269-7703 Fax: (720) 981-5643 E-Mail: Roger.Smith@ur-energy.com
To the Trustee:	Zions First National Bank 1001 17 th Street, Suite 850 Denver, CO 80202 Attn: Corporate Trust & Escrow Services Tel: (720) 947-7438 Fax: (855) 547-6178 E-Mail: nwitoff@zionsbank.com

To the Purchaser:

Wyoming State Treasurer
Capitol Building
200 West 24th Street, Room 122
Cheyenne, Wyoming 82002
Attn: Deputy State Treasurer
Tel: (307) 777-7475
Fax: (307) 777-5411
E-Mail: sharon.garland@wyo.gov

A duplicate copy of each notice, certificate, or other communication given hereunder by the Issuer or the Borrower shall also be given to the Trustee and the Purchaser. The Issuer, the Borrower, the Trustee and the Purchaser may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.03. Binding Effect. Except as provided herein, this Financing Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower and their respective successors and assigns and is intended to be the entire agreement between the parties hereto.

Section 12.04. Severability. In the event any provision of this Financing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Financing Agreement shall remain in full force and effect.

Section 12.05. Amount Remaining in Debt Service Fund. Subject to Section 12.08 of the Indenture, it is agreed by the parties hereto that any amounts remaining in the Debt Service Fund upon expiration of this Financing Agreement, and after payment in full of all Additional Charges, and all other amounts required to be paid under this Financing Agreement and the Indenture, shall belong to and be paid to Borrower by Trustee.

Section 12.06. Authority of Borrower's Representative. Whenever under the provisions of this Financing Agreement the approval of Borrower is required, or Issuer is required to take some action at the request of Borrower, such approval or such request shall be made by Borrower's Representative unless otherwise specified in this Financing Agreement, and the Issuer or the Trustee shall be authorized to act on any such approval or request.

Section 12.07. Authority of Issuer's Representative. Whenever under the provisions of this Financing Agreement the approval of Issuer is required, or Borrower is required to take some action at the request of Issuer, such approval or such request shall be made by the Issuer's Representative unless otherwise specified in this Financing Agreement, and the Borrower or the Trustee shall be authorized to act on such approval or request.

Section 12.08. Indemnity. The Borrower will pay, and will protect, indemnify and save the Issuer and Trustee harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:

- (a) any injury to or death of any person or damage to property in or upon the Project and the Mortgaged Property or growing out of or connected with the use, nonuse, condition or occupancy of the Project and the Mortgaged Property or a part thereof;

(b) violation of any agreement or condition of this Financing Agreement, except by the Issuer or the Trustee;

(c) violation of any contract, agreement or restriction by the Borrower relating to the Project and the Mortgaged Property which shall have existed at the time of the making of the Loan; and

(d) violation of any law, ordinance or regulation affecting the Project, the Collateral, the Mortgaged Property or a part thereof or the ownership, occupancy or use thereof.

Notwithstanding anything to the contrary contained herein, the Borrower shall have no liability to indemnify the Issuer, the Trustee or the Purchaser against claims or damages resulting from the Issuer's, the Trustee's or the Purchaser's own gross negligence or willful misconduct.

The indemnification herein provided shall survive the termination of this Financing Agreement, the payment in full of the Bond and the resignation or removal of the Trustee.

Section 12.09. Amendments. No term or provision of this Financing Agreement may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument executed by the party to be charged with such amendment, modification, revocation, supplement, waiver or change. A copy of any such amendment shall be promptly furnished to the Trustee and the Purchaser.

Section 12.10. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.11. Governing Law. This Financing Agreement shall be governed and construed in accordance with the laws of the State of Wyoming.

Section 12.12. Captions. The captions and headings in this Financing Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Financing Agreement.

Section 12.13. No Pecuniary Liability of Issuer. No provision, covenant or agreement contained in this Financing Agreement or any obligations herein imposed upon Issuer, or the breach thereof, shall constitute or give rise to a pecuniary liability of Issuer or a charge against its general credit or taxing powers. In making the agreements, provisions and covenants set forth in this Financing Agreement, Issuer has not obligated itself except with respect to the application of the revenues, income and all other property derived pursuant to this Financing Agreement.

Section 12.14. Counting of Days. Unless otherwise expressly stated, the term "days" when used herein means calendar days. If any time period ends on a Saturday, Sunday or holiday, officially recognized by the State of Wyoming or Trustee, the period shall be deemed to end on the next succeeding Business Day.

* * * * *

ARTICLE 13

DISCLOSURE OF INFORMATION

Section 13.01. Disclosure of Information. Borrower shall provide to the Purchaser the following items within the time lines noted: (1) within one hundred and eighty (180) days after the end of its Fiscal Year, copies of audited annual financial statements for the preceding Fiscal Year for Borrower or any consolidated financial statements of which Borrower is a subsidiary; (2) on or before October 15 of each year, copies of federal income tax returns for Borrower or any tax filing organization of which Borrower is a subsidiary, as filed with the Internal Revenue Service, including any amendments or audit adjustments with respect thereto; and (3) on the Closing Date projected financial statements based on its reasonable estimates and assumptions as of that time; provided that the Purchaser acknowledge that the same are only estimates and projections for its current Fiscal Year and the next two succeeding Fiscal Years. The Purchaser reserve the right to request, and the Borrower agrees to provide to the requesting party, additional information and documentation with respect to all information provided by Borrower pursuant to this Financing Agreement.

All documents provided to the Issuer and the Purchaser by any party are subject to the provisions of the Wyoming Public Records Act (Wyo. Stat. §§ 16-4-201 through 16-4-304).

IN WITNESS WHEREOF, the Issuer has caused this Financing Agreement to be executed in its name and the Borrower has caused this Financing Agreement to be executed in its name all as of the date first above written.

(S E A L)

SWEETWATER COUNTY, WYOMING

Chairman, Board of County Commissioners

ATTESTED:

County Clerk

[Counterpart Signature Page to Financing Agreement for Borrower]

LOST CREEK ISR, LLC

a Wyoming limited liability company
by its Member/Manager Ur-Energy USA Inc., a
Colorado corporation

By:

Wayne W. Heili, CEO

EXHIBIT A

DESCRIPTION OF THE LOST CREEK PROJECT

The Lost Creek Project is located in Sweetwater County, 39 miles north of Wamsutter and 20 miles southwest of Bairoil, and is composed of 201 mining claims and one State of Wyoming mineral lease for a total of 4,254 acres. The Lost Creek Project was acquired in 2005 and is owned by Lost Creek ISR, LLC, a Wyoming limited liability company. Exploration and development drilling commenced in 2006 and the permitting process was initiated in 2007. Construction activities commenced in October 2012 after receiving all necessary licenses, permits and authorizations. Uranium production activities were initiated in August 2013 after receiving final operational clearance from the U.S. Nuclear Regulatory Commission.

The Lost Creek Project will use an in-situ mining process. In situ is Latin, literally meaning “in the place.” Unlike conventional mining methods, in situ recovery (ISR) removes the ore while leaving the rock “in the place.” ISR utilizes a series of EPA Class III wells to inject native groundwater, fortified with oxygen and baking soda into the ore zone. This solution is commonly referred to as lixiviant. The lixiviant dissolves uranium as it is drawn through the ore zone by a pump in a nearby production well. The pump in the production well collects the uranium laden water and sends it to the processing plant where the uranium is removed by ion exchange. The water is then refortified with oxygen and baking soda and sent back to the ore zone to recover more uranium. The native groundwater continues in this cycle until uranium extraction is complete.

Since inception, the company has invested more than \$95 million in the acquisition, exploration, permitting and development of the Lost Creek Project. Initial capital costs were estimated to be approximately \$45.3 million. Lost Creek ISR, LLC currently employs 60 employees and estimates that annual operating and wellfield development costs will be approximately \$25 million per year before State and County taxes, which are expected to be approximately \$4.9 million per year and total more than \$34 million.

EXHIBIT B
FORM OF THE NOTE

EXHIBIT C

RECLAMATION PERFORMANCE BONDS

RECLAMATION/RESTORATION BONDING

LOST CREEK AREA

Project	Lexon Bond Number	Lexon Bond Amount	Permit Number	Security Placed At Bank of New York
Lost Creek	1062388	US\$8,599,000	PT788	US\$4,299,500
LC East	1079795	461,000	416DN	230,500
LC North	1062390	569,000	400DN	284,500
LC South	1062389	228,000	400DN	114,000
TOTALS		US\$9,857,000		US\$4,928,500

All bonds are issued by Lexon Insurance Company. The Company has provided cash collateral security equal to 50% of the bond amount in the past. Future bonds will be collateralized at 40%. All bonds renew automatically.

EXHIBIT D

FORM OF BORROWER'S REPRESENTATIVE CERTIFICATE AND REQUEST NO. ____ FOR DISBURSEMENT OF FUNDS FROM PROJECT FUND

The undersigned, _____, Borrower's Representative under that certain Financing Agreement dated as of _____, 2013 (the "Financing Agreement") between Sweetwater County, Wyoming (the "County") and Lost Creek ISR, LLC (the "Borrower"), hereby certifies pursuant to Section 3.02 of the Financing Agreement as follows:

- (1) I have read the Financing Agreement and definitions relating thereto and have reviewed appropriate records and documents of the Borrower relating to the matters covered by this Certificate and Request. No event has occurred and is continuing which constitutes an Event of Default under the Financing Agreement or would constitute an Event of Default thereunder but for the requirement that notice be given or time lapse or both. The insurance required under Section I.8 of the Mortgage, Assignment of Revenues, Security Agreement, Fixture Filing and Financing Statement remains in full force and effect;
- (2) The amount and nature of each item of Costs of Issuance or Project Costs due and payable and hereby requested to be paid to a person other than the Borrower or to the Borrower are shown on Schedule A attached hereto;
- (3) Each item of Costs of Issuance or Project Costs, for which payment or reimbursement is hereby requested, is or was necessary in connection with the Project and qualifies as such an item under the Financing Agreement;
- (4) No item of Costs of Issuance or Project Costs hereby requested to be paid or reimbursed has formed the basis for any previous payment or, except as noted, request therefor, from the Project Fund;
- (5) Neither the Collateral nor the Mortgaged Property have been injured or damaged by any casualty in a manner which, if not repaired or replaced, would materially impair the ability of the Borrower to meet its obligations under the Financing Agreement and the Indenture;
- (6) To the best knowledge of the Borrower the current General Mining Law of 1872 has not been repealed or modified in any way which would materially impair the ability of the Borrower to meet its obligations under the Financing Agreement and the Indenture, since the adoption of the Bond Resolution by the Issuer;
- (7) There has not been filed with or served upon the Borrower any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the respective amounts stated in this request which has not been released or will not be released simultaneously with the payment of such obligation;

(8) No liens exist other than those that will be released upon payment by the Borrower or the Trustee for construction contracts or other persons to whom it was owed of the amounts requested under this Request;

(9) All payments paid to the Borrower or the contractors/payees under previous Requests have been paid to the respective contractors or other Persons entitled thereto;

(10) Accompanying this Certificate and Request are full, true and correct copies of lien waivers relating to the work completed and paid pursuant to the Request immediately prior to this Request, and invoices or statements for the costs requested to be paid hereby.

You are hereby requested to disburse from the Project Fund the amounts shown on Schedule A and make payments to the Borrower or to the persons entitled to receipt thereof as shown on said Schedule.

WITNESSETH my hand this ____ day of _____, ____.

LOST CREEK ISR, LLC

Borrower's Representative

APPROVED:

**THE STATE OF WYOMING, ACTING
BY AND THROUGH THE WYOMING
STATE TREASURER**

By: _____
Title: _____
Date: _____

NOTE RE FINAL REQUEST: If this is the final Request to be submitted to the Trustee under the Indenture and the Financing Agreement, please read the following paragraph and initial as applicable.

Borrower further certifies that:

- (a) the Project is complete; _____
Initial

- (b) the Project Fund contains insufficient moneys to complete the Project and the Borrower understands that it is obligated to complete the Project and pay the remainder of the costs. _____
Initial

SCHEDULE A

SCHEDULE OF PAYMENTS REQUESTED

<u>Contractor/Payee (name & address) or Borrower/Payee</u>	<u>Amount</u>	<u>Description</u>
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\$

TOTAL \$

EXHIBIT E
PERMITTED ENCUMBRANCES

EXHIBIT F
PRODUCT SALES CONTRACTS

EXHIBIT G
PERMITS AND LICENSES FOR THE LOST CREEK PROJECT

EXHIBIT H

**PENDING LEGAL/ADMINISTRATIVE PROCEEDINGS
INVOLVING BORROWER OR THE PROJECT**

EXHIBIT I

LIENS ON THE PROJECT DISCLOSURE BY BORROWER

This Mortgage, Assignment of Revenues, Security Agreement, Fixture Filing and Financing Statement contains after-acquired property provisions.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS IN-PLACE, AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF. THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN FIXTURES, EQUIPMENT AND COLLATERAL SUBJECT TO THE UNIFORM COMMERCIAL CODE. THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF SWEETWATER COUNTY, WYOMING. PRODUCTS OF THE COLLATERAL ARE ALSO COVERED.

**MORTGAGE, ASSIGNMENT OF REVENUES, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT**

between

**LOST CREEK ISR, LLC
as Mortgagor**

and

**ZIONS FIRST NATIONAL BANK
as Trustee and Mortgagee**

Dated as of _____, 2013

**\$34,000,000
SWEETWATER COUNTY, WYOMING
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(LOST CREEK ISR, LLC PROJECT)
SERIES 2013**

**This instrument was prepared by and
when recorded should be returned to:**

**Freudenthal & Bonds, P.C.
129 East Carlson
Cheyenne, WY 82009**

THIS MORTGAGE, ASSIGNMENT OF REVENUES, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (herein sometimes called the “Mortgage”) is made as of _____, 2013, by and between **LOST CREEK ISR, LLC**, a Wyoming limited liability company having its office at 5880 Enterprise Drive, Suite 200, Casper, WY 82609 (herein, together with its successors and assigns, the “Mortgagor”), and **ZIONS FIRST NATIONAL BANK**, a national banking association duly organized and validly existing under the laws of the United States, with a corporate trust office located at 1001 17th Street, Suite 850, Denver, CO 80202, as trustee and mortgagee hereunder (herein, together with its successors and assigns, the “Trustee” or the “Mortgagee”);

RECITALS AND DEFINITIONS

(Terms not defined herein shall have the meaning provided in the Indenture, the Financing Agreement, the Bond and the Note, in the priority just set forth.)

Mortgagor hereby represents, covenants and warrants to the Mortgagee, as follows:

A. Properties. The Mortgagor owns, leases or holds certain properties consisting of Unpatented Mining Claims, mineral rights, leasehold and other rights and interests in Sweetwater County, Wyoming, as further described herein, including on EXHIBITS A-1 and A-2 (the “Unpatented Mining Claims”) and EXHIBIT B (the “State Leases”) attached hereto and incorporated herein by reference, which are collectively referred to herein as the “Properties;” subject only to the paramount title of the United States as to the Unpatented Mining Claims and the rights, if any, of third parties to the lands within such Unpatented Mining Claims pursuant to the Multiple Mineral Development Act of 1954, the Surface Resources and Multiple Use Act of 1955 and the Federal Land Policy and Management Act of 1976 and subject to the Permitted Encumbrances set forth in EXHIBIT D attached hereto. With respect to the Unpatented Mining Claims listed on the attached EXHIBITS A-1 and A-2, except as disclosed in EXHIBIT D and subject to the paramount title of the United States and the statutory rights of third parties as described above, the Mortgagor is in exclusive possession thereof. Nothing herein shall be deemed a representation that any Unpatented Mining Claim contains a discovery of valuable minerals, or that Mortgagor has established or is maintaining *pedis possessio* rights with respect to any such claim.

B. The Project. Mortgagor has developed a uranium *in situ* recovery facility in Sweetwater County, Wyoming, that commenced production operations in August 2013.

C. The Bond; Indenture; and Financing Agreement. For the purpose of financing the Project and to pay the costs incidental to the issuance and delivery of the hereinafter described Bond (the “Costs of Issuance”), Sweetwater County, Wyoming (with its successor or assigns, the “Issuer”), a political subdivision organized and existing under the constitution and laws of the State of Wyoming (the “State”), will issue and deliver its \$34,000,000 Taxable Industrial Development Revenue Bond (Lost Creek ISR, LLC Project), Series 2013, dated _____, 2013 (the “Bond”) pursuant to the Industrial Development Projects Act, Title 15, Chapter 1, Article 7, Wyo. Stat. (the “Act”), under and secured by an Indenture of Trust, of even date herewith, between the Issuer and the Trustee (the “Indenture”), and loan the proceeds thereof to the Mortgagor (the “Loan”) pursuant to a Financing Agreement, of even date herewith, between the Issuer and the Mortgagor, as Borrower (the “Financing Agreement”). Pursuant to ARTICLE 4 of the Financing Agreement, the Mortgagor has covenanted, among other things, to make payments on the Loan in amounts sufficient to pay the principal of and interest on the Bond when due (the “Loan Payments”). The Issuer has, by the Indenture, pledged and granted to the Mortgagee a security interest in all of its right, title and interest in the Financing

Agreement (except for certain rights to payment of certain expenses and indemnification), including, but not limited to its right to receive such Loan Payments, in order to secure the full and prompt payment of the principal of and interest on the Bond.

The Bond will be sold and privately placed with the State of Wyoming, acting by and through the Wyoming State Treasurer (the “Purchaser” or “Owner”), pursuant to the provisions of a Bond Purchase Agreement by and among the Issuer, the Borrower and the Purchaser, of even date herewith (the “Bond Purchase Agreement”), in order to provide funds to pay the Project Costs and the Costs of Issuance.

D. Promissory Note, Principal and Interest. Pursuant to the Financing Agreement, the Mortgagor has covenanted, among other things, to make Loan Payments and has executed one (1) promissory note in favor of the Issuer, which has been assigned to the Trustee, in the principal amount of \$34,000,000, dated as of the date of delivery of the Bond and due on October 15, 2021 (the “Note”). The Note and the Bond bear interest at a fixed rate of 5.75%. Pursuant to the Indenture, the Mortgagor is to pay on the Note such amounts as are required to meet the obligations on the Bond. The Mortgagor is or will become justly indebted to the Trustee in the amount of the Bond in accordance with the terms of the Financing Agreement and the Note.

E. Loan Documents. The term “Loan Documents” shall mean and include the Bond Purchase Agreement, the Indenture, the Financing Agreement, this Mortgage, the Assignment of Product Sales Contracts, the Assignment of Revenues contained within this Mortgage, the Security Agreement contained within this Mortgage, the Fixture Filing contained within this Mortgage, the Financing Statement contained within this Mortgage, the Bond, the Note, and any other documents executed and delivered by the Mortgagor in connection therewith, or otherwise evidencing or securing any indebtedness of the Mortgagor to the Mortgagee.

F. The Liabilities. As used in this Mortgage, the term “Liabilities” means and includes all of the following: the principal of and interest on the Note, the Bond and any and all other amounts which may at any time be or become due or owing under the Indenture and the Financing Agreement; all indebtedness of any kind arising under, and all amounts of any kind which may at any time be or become due or owing to the Mortgagee under or with respect to any of the Loan Documents; all of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor in, under or pursuant to the Loan Documents; any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined), performance of any obligation of the Mortgagor hereunder or collection of any amount owing to the Mortgagee which is secured hereby; any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or “nonrecourse,” now or hereafter existing or due or to become due, owing by the Mortgagor to the Mortgagee; interest on all of the foregoing; all costs (including, without limitation, attorneys’ fees and expenses) incurred by the Mortgagee or the Purchaser in the enforcement and collection of the amounts due under the Loan Documents, and the other documents, instruments, obligations and liabilities described hereinabove; and all renewals, extensions, amendments, and substitutions of the above whether or not Mortgagor executes any renewal or extension agreement.

G. The Collateral. For purposes of this Mortgage, the term “Collateral” means all of the following, including any after-acquired property of a like kind or nature. Without prejudice to its obligations contained in the Loan Documents, the Mortgagor shall advise the Mortgagee, within forty-five (45) days after June 30 and December 31 of each calendar year after the date of this Mortgage, as to any additional interests in the Mortgaged Property it has

acquired and any other material assets acquired by the Mortgagor during such preceding six-month period and shall, at the request of the Mortgagee or the Owner of the Bond, execute, acknowledge and deliver such other and further instruments and agreements necessary or desirable to include such interests and assets as a part of the Mortgaged Property hereunder.

1. All lands and real property, including all leasehold, option rights, mineral interests, Unpatented Mining Claims (lode), amended claims, relocated claims, royalties and other real property interests (whether surface, underground, mineral, or other), as more particularly described on EXHIBITS A-1 and A-2 (Unpatented Mining Claims) and EXHIBIT B (State Leases) attached hereto and incorporated herein by reference (collectively, the "Lands"). The term Lands also includes all rights of the Mortgagor under all leases (including State Leases), licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Lands, the Project or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases").

2. All processed and unprocessed metallic and nonmetallic ore, including uranium and uranium ore minerals, and all other locatable minerals located in or under all or any part of the Lands or otherwise produced therefrom (the "Ore"), including "As-Extracted Collateral" as defined in Wyo. Stat. § 34.1-9-102(a)(vi) of the Wyoming Uniform Commercial Code (the "UCC"), all whether in-place, extracted, produced, processed, stored or otherwise severed (collectively, the "Minerals").

3. All surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature of Mortgagor (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises for temporary uses) now or hereafter located on any of the Lands which are required, used or useful for the production, treatment, storage or transportation of Minerals, including, without limitation, the *in situ* solution mining facilities now existing or hereafter acquired or constructed, consisting of processing plants, process machinery, and equipment used in connection with such processing plants (the "Equipment"), including all instruments, accounts and chattel paper arising therefrom (including leases and conditional sales contracts); and the proceeds of all of the foregoing, including proceeds in the form of goods, accounts, chattel paper, documents, instruments and general intangibles. EXHIBIT C, attached hereto, is a listing of all titled Equipment.

4. All Goods, personal property and/or Equipment of Mortgagor that have become so related to the Land that an interest in them arises under Wyoming real estate law (the "Fixtures").

5. All of Mortgagor's interest now owned or hereafter acquired in and to all Fixtures and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

6. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Lands, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Lands, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating,

electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the “Improvements”).

7. All building materials, goods, construction materials, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, dishwashers, clothes washers and dryers, water heaters and similar equipment), supplies, blinds, window shades, carpeting, floor coverings, elevators, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment (including motor vehicles and all window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, air conditioning, pest control and other equipment), tools, furnishings, furniture, light fixtures, non-structural additions to the Lands, and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the Lands, any construction undertaken in or on the Lands, any trade, business or other activity (whether or not engaged in for profit) for which the Lands are used, the maintenance of the Lands or the convenience of any guests, licensees or invitees of the Mortgagor, all regardless of whether located in or on the Lands or located elsewhere for purposes of fabrication, storage or otherwise (all of the foregoing is herein referred to collectively as the “Goods”).

8. To the extent assignable, all goodwill, trademarks, trade names, option rights, purchase contracts, contract rights, books and records and general intangibles of the Mortgagor relating to the Lands, and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, all building permits, governmental permits, licenses and authorizations related to the Lands, any other agreements now or in the future existing respecting the management and operations of the Project, all amendments or modifications to any of the foregoing, and any other management agreements, leasing agreements and any maintenance and service contracts, and any other intangible property of the Mortgagor related to the Lands (all of the foregoing is herein referred to collectively as the “General Intangibles”).

9. To the extent assignable, all building permits, governmental permits, licenses and authorizations related to the Project, as set forth in EXHIBIT F attached hereto.

10. To the extent assignable, all accounts receivable, contract rights, notes receivable, revenues, rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Lands and the Project (all of the foregoing are herein collectively called the “Revenues”).

11. All rights of the Mortgagor to plans and specifications, designs, drawings and other matters prepared for any construction or improvements in or on the Lands (all of the foregoing are herein called the “Plans”).

12. All rights of the Mortgagor as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has or may hereafter have, with the consent of the Mortgagee, obtained the agreement of any Person to pay or disburse any money for the Mortgagor’s sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing are herein referred to collectively as the “Contracts for Sale”).

13. All contracts for the sale of Ore produced by the Mortgagor (the “Product Sales Contracts”) which have been assigned to the Mortgagee by the Mortgagor and Ur-Energy USA Inc., a Colorado corporation, which is the sole member and manager of Mortgagor, and which is

a Guarantor of Borrower's Obligations (as defined in the Financing Agreement), pursuant to that certain Assignment of Product Sales Contracts dated as of the date hereof.

14. All contracts, if any, now in effect or hereafter entered into by the Mortgagor, for the sale, purchase, exchange, supply, handling, processing, refining, beneficiation and/or transportation of Ore produced from all or any part of the Lands or from any other lands any production from which, or profits or proceeds from such production, is attributable to any interest in the Lands (all of the foregoing are herein referred to collectively as the "Post-Production Contracts"); provided, however, that Post-Production Contracts excludes Product Sales Contracts.

15. All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as emissions reduction credits) and payments of any kind due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (a "Governmental Agency") or (ii) any insurance or utility company relating to any or all of the Lands and the Project.

16. All refunds, rebates, reimbursements and payments of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon Mortgagor with respect to the Collateral or upon any or all of the Collateral.

17. All goods held for sale or lease or furnished under contracts of service, raw materials, works in progress, materials used or consumed in operation of the Project, and goods held for sale or lease or furnished under contracts of service (all of the foregoing are herein collectively called the "Inventory").

18. All other property or rights of the Mortgagor of any kind or character related to the Lands, the Improvements, the Unpatented Mining Claims and the Project, and all proceeds (including, without limitation, insurance and condemnation proceeds) and products of any of the foregoing. (The Lands, the Improvements and the Unpatented Mining Claims described herein, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Mortgaged Property.")

GRANT

NOW THEREFORE, for and in consideration of the various agreements contained herein and in the Financing Agreement and the Loan Documents, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities:

THE MORTGAGOR HEREBY MORTGAGES, CONVEYS, GRANTS, BARGAINS, SELLS, TRANSFERS AND ASSIGNS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, AND GRANTS TO THE MORTGAGEE A CONTINUING SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL

TO HAVE AND TO HOLD the Collateral unto the Mortgagee and its successors and assigns forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State or other

jurisdiction in which the Collateral is located providing for the exemption of homesteads from sale on execution or otherwise.

Except as set forth in EXHIBIT D, the Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof it (i) is the record owner of and holds an exclusive possessory interest in the Unpatented Mining Claims comprising a portion of the Lands, subject only to the paramount title of the United States as to those Unpatented Mining Claims and the rights, if any, of third parties to the lands within such Unpatented Mining Claims pursuant to the Multiple Mineral Development Act of 1954, the Surface Resources and Multiple Use Act of 1955 and the Federal Land Policy and Management Act of 1976; and (ii) holds a good and valid leasehold interest in the State Leases; that the Collateral is free from all encumbrances arising by, through or under Mortgagor, or, to Mortgagor's knowledge, any third party (and any claim of any other person thereto) other than the encumbrances set forth on EXHIBIT D attached hereto and made a part hereof (the "Permitted Encumbrances"); that it has good and lawful right to sell, mortgage and convey the Collateral (subject, with respect to the State Leases, to obtaining the consent of the Office of State Lands and Investments of the State of Wyoming); and that, subject to the exceptions and limitations set forth in this paragraph, it and its successors and assigns will forever warrant and defend its right, title and interest in and to the Collateral against all claims and demands whatsoever. Nothing herein shall be deemed a representation that any Unpatented Mining Claim contains a discovery of valuable minerals, or that Mortgagor has established or is maintaining *pedis possessio* rights with respect to any such claim.

ARTICLE I COVENANTS AND AGREEMENTS OF MORTGAGOR

Further to secure the full, timely and proper payment and performance of the Liabilities, the Mortgagor hereby covenants and agrees with, and warrants to the Mortgagee as follows:

1. Payment and Performance of Liabilities. The Mortgagor will duly pay and perform its obligations hereunder and under and in connection with the Loan Documents to which it is a party as and when required by their terms.

2. Warrant and Defend Title. The Mortgagor will warrant and forever defend its right, title and interest in and to the Unpatented Mining Claims and State Leases related to the Lands and Post-Production Contracts (except to the extent such Mortgagor is permitted to encumber, abandon or dispose of the same pursuant to this Mortgage or the Loan Documents without resulting in an Event of Default) unto the Mortgagee against every Person whomsoever lawfully claiming the same or any part thereof and the Mortgagor will maintain and preserve the lien hereby created.

3. Further Assurances. Upon the request of the Mortgagee or the Purchaser, the Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the reasonable opinion of the Mortgagee or the Purchaser may be necessary or desirable to carry out more effectually the purposes of this Mortgage, including (a) prompt correction of any defect which may hereafter be discovered in the execution and acknowledgment of this Mortgage or any other document executed in connection herewith, and (b) supplements to this Mortgage as reasonably required from time to time by the Mortgagee.

4. Payment of Taxes and Fees. The Mortgagor will pay and discharge, as the same may become due and payable, all taxes, assessments, fees and other governmental charges or levies against it or on any of its property, as well as claims of any kind or character (including

claims for sums due for labor, material, supplies, Goods, General Intangibles and services); provided, however, that the foregoing shall not require the Mortgagor to pay or discharge any such tax assessment, fee, charge, levy or claim so long as it shall be diligently contesting the validity or amount thereof in good faith by appropriate proceedings and shall have set aside on its books adequate reserves in accordance with generally accepted accounting principles with respect thereto.

5. Maintenance of Collateral. Subject to the provisions and rights set forth in the Financing Agreement, the Mortgagor will: not abandon the Collateral; not do or suffer anything to be done which would depreciate or impair the value of the Collateral or the security of this Mortgage; not remove or demolish any of the Improvements; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Collateral; not make any changes, additions or alterations to the Collateral or the Improvements except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee and Purchaser; maintain, preserve and keep the Goods and the Improvements in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction; promptly restore and replace any of the Improvements, Goods or Equipment which are destroyed or damaged; not commit, suffer, or permit waste of any part of the Mortgaged Property, except for the anticipated and permitted recovery of Minerals; and maintain all grounds and abutting streets, sidewalks and roads in good and neat order and repair. The Mortgagor will (i) cause each of the Lands owned, held or hereafter acquired by or for the Mortgagor and necessary or appropriate to the operation of an *in-situ* recovery operation, or mine or mines upon the Lands to be kept in full force and effect by the payment of whatever sums may become payable and by the fulfillment of whatever other obligations, and the performance of whatever other acts may be required to the end that forfeiture or termination of each such interest shall be prevented unless the termination, forfeiture or other relinquishment of the interest is authorized by any operating plan or plan of operations then in effect thereunder, (ii) conduct all drilling, mining, exploratory work and related operations and activities in compliance with applicable federal, state and local laws and good and miner-like practice, (iii) maintain the Mortgagor as the sole owner of, and retain its exclusive possession of, all Unpatented Mining Claims, free and clear of all liens, subject only to the paramount title of the United States, statutory rights of third parties, and Permitted Encumbrances, (iv) timely pay all required federal claim maintenance fees, and timely record and file in the appropriate county and federal offices adequate affidavits and notices of timely payment of such fees, and amend, relocate, and locate new mining claims with respect to those Unpatented Mining Claims as reasonably necessary to protect the Mortgagor's and the Mortgagee's interest in the Collateral, (v) timely make all payments and perform all obligations to prevent the forfeiture or termination of any portion of the Lands, and (vi) do all other things necessary to preserve and maintain the right, title and interest of the Mortgagee and the Purchaser in the Collateral. Subject to the rights set forth in Section 3.01 of the Financing Agreement, the Mortgagor shall not abandon all or any portion of the Lands that is producing or capable of commercial production or forfeit, surrender or release any lease, sublease, operating agreement or other agreement or instrument comprising or affecting the Collateral.

6. Maintenance of Unpatented Mining Claims and Payment of State Leases. To the extent not otherwise addressed herein, the Mortgagor covenants and agrees to timely pay all claim maintenance fees, to timely make all filings and recordings, including affidavits of payment, and to otherwise timely take all other necessary actions and pay such amounts relating to the preservation, maintenance, continuance and validity of Unpatented Mining Claims as may be required by any federal, state or local governmental authority. The Mortgagor shall pay all fees and expenses relating to the Unpatented Mining Claims, including but not limited to annual maintenance fees, on or before July 15th of each year, and provide an "Affidavit of Payment of

Maintenance Fees and of Intention to Hold Mining Claims” (with list attached) to Purchaser within five (5) days of payment or by August 1st of each year, whichever shall occur first. In the event that the Purchaser has not received the notice and evidence described in the preceding sentence by August 1, the Purchaser may, on behalf of the Mortgagor, make and pay any claim maintenance fees, in which event the Mortgagor shall promptly reimburse the Purchaser for any such fees, with interest at the rate set forth in the Financing Agreement, in addition to any costs and expenses incurred in making such payments, and all such amounts shall be Liabilities hereunder. Mortgagor further covenants and agrees to pay all required fees due in respect of the State Leases at least forty-five days prior to deadlines for such required payments and provide prompt written notice and evidence of the payment to Purchaser.

7. Access by Mortgagee and Purchaser. The Mortgagor will at all times: deliver to the Purchaser either all of its executed originals or certified copies of all certificates of location and amendments thereto, leases, agreements creating or evidencing Goods, General Intangibles, Plans, Contracts for Sale, all amendments and supplements thereto, and any other document which is, or which evidences, governs, or creates, Collateral; permit access by the Mortgagee and the Purchaser to its books and records, development and operations progress reports, sales records, offices, insurance policies and other papers for examination and the making of copies and extracts; prepare such schedules, summaries, reports and progress schedules as the Purchaser may request; and permit the Mortgagee and the Purchaser, through their employees, representatives and agents, to enter upon the Lands at any time, subject to appropriate safety training and procedures, for the purpose of investigating and inspecting the condition and operation of the Collateral, and do all other things necessary or proper to enable the Mortgagee and the Purchaser to exercise this right upon reasonable notice at such times as the Mortgagee or the Purchaser may reasonably request. For clarity, if Mortgagee or Purchaser or anyone on the behalf of either visits the site as part of an inspection, audit or otherwise, those representatives will participate in required training and adhere to all site safety and environmental rules and regulations during the course of the visit or work on site.

8. Insurance Requirements.

(a) **Insurance.** Mortgagor, at its sole cost and expense, shall insure and keep insured the Collateral against such perils and hazards, and in such amounts and with such limits, as Purchaser may from time to time require, and, in any event, including:

- (i) All Risk. Insurance against loss to the Collateral which shall be on an "all risk" policy form, covering insurance risks no less broad than those covered under a Standard Multi Peril (SMP) policy form, which contains a Commercial ISO "Causes of Loss-Special Form," in the then current form, including theft and insurance against such other risks as Purchaser may reasonably require, including, but not limited to, insurance covering the cost of demolition of undamaged portions of any portion of the Collateral when required by code or ordinance, the increased cost of reconstruction to conform with current code or ordinance requirements and the cost of debris removal;
- (ii) Boiler and Machinery. Broad form boiler and machinery insurance including business interruption/extra expense insurance, on all equipment and objects customarily covered by such insurance and/or involved in the heating, cooling, electrical and mechanical systems of the Mortgaged Property (if any are located at the Mortgaged Property), providing for full repair and replacement cost coverage,

and other insurance of the types and in amounts as Purchaser may reasonably require, but in no event less than that customarily carried by persons owning or operating like properties;

- (iii) Earthquake. Insurance against loss or damage by earthquake, if the Mortgaged Property is now, or at any time while the Bond remains outstanding shall be, situated in any area which is classified as a Major Damage Zone and Zone 1, by the International Conference of Building Officials, in an amount equal to the probable maximum loss for the Mortgaged Property, Fixtures and Equipment, plus the cost of debris removal; [WAITING FOR CERTIFICATION FROM PENNE THAT PROJECT IS NOT IN FLOOD ZONE AND EARTHQUAKE ZONE]
- (iv) Public Liability. Commercial general public liability insurance against death, bodily injury and property damage arising in connection with the Mortgaged Property. Such policy shall be written on an occurrence basis, shall list Mortgagor as the named insured, shall designate thereon the location of the Mortgaged Property and have such limits as Purchaser may reasonably require, but in no event less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Mortgagor shall also obtain excess umbrella liability insurance with such limits as the Purchaser may reasonably require, but in no event less than \$5,000,000;
- (v) Business Interruption Insurance. Business interruption insurance against loss of income suffered after a disaster or an event of force majeure while the Facility (as defined in the Financing Agreement) is either closed because of the disaster or in the process of being rebuilt after the disaster; and
- (vi) Other Insurance. Such other insurance relating to the Collateral and the use and operation thereof, as Purchaser may, from time to time, reasonably require.

(b) **Policy Requirements.** All insurance shall: (i) be carried in companies acceptable to Purchaser; (ii) be in form and content acceptable to Purchaser; (iii) provide thirty (30) days' advance written notice to Purchaser before any cancellation, adverse material modification or notice of non-renewal; and (iv) to the extent limits are not otherwise specified herein, contain deductibles which are in amounts acceptable to Purchaser. [WAITING FOR FURTHER INFORMATION FROM PENNE]

All physical damage policies and renewals shall contain a standard mortgage clause naming the Mortgagee as beneficiary, which clause shall expressly state that any breach of any condition or warranty by Mortgagor shall not prejudice the rights of Mortgagee under such insurance; and a loss payable clause in favor of the Mortgagee for Goods, General Intangibles, contents, Inventory, Equipment and business interruption. All liability policies and renewals shall name the Mortgagee as an additional insured or loss payee. No additional parties shall appear in the mortgage or loss payable clause without Purchaser's prior written consent. All deductibles shall be in amounts acceptable to Purchaser. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in full or partial satisfaction of the Liabilities, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

(c) **Delivery of Policies.** Any notice pertaining to insurance and required pursuant to this Section 8 shall be given in the manner provided in ARTICLE IV, Section 6 below to the Purchaser. The insurance shall be evidenced by the original policy or a true and certified copy of the original policy, or in the case of liability insurance, by certificates of insurance. Mortgagor

shall deliver the originals, certified copies or certificates of insurance, along with evidence of payment for the policies and continuing coverage, to Purchaser at least fifteen (15) days before the expiration of existing policies. If Purchaser has not received satisfactory evidence of such renewal or substitute insurance in the time frame herein specified, Purchaser shall have the right, but not the obligation, to purchase such insurance for Mortgagee's interest only. Any amounts so disbursed by Purchaser pursuant to this Section shall be a part of the Liabilities and shall bear interest at the interest rate stated in Section 4.03(5) of the Financing Agreement. Nothing contained in this Section shall require Mortgagee or Purchaser to incur any expense or take any action hereunder, and inaction by Mortgagee or Purchaser shall not be considered a waiver of any right accruing to Mortgagee on account of this Section.

(d) **Separate Insurance.** Mortgagor shall not carry any separate insurance on the Collateral concurrent in kind or form with any insurance required hereunder or contributing in the event of loss without Purchaser's prior written consent, and any such policy shall have attached a standard non-contributing mortgagee clause, with loss payable to Mortgagee, and shall otherwise meet all other requirements set forth herein.

(e) **Notice of Casualty.** Mortgagor shall give immediate notice of any loss to Mortgagee and Purchaser. In case of loss covered by any of such policies, Mortgagee is authorized to adjust, collect and compromise, with Purchaser's written approval, all claims thereunder and in such case, Mortgagor covenants to sign upon demand, or Mortgagee may sign or endorse on Mortgagor's behalf, all necessary proofs of loss, receipts, releases and other papers required by the insurance companies to be signed by Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the purposes set forth in the preceding sentence. Mortgagee may deduct from such insurance proceeds any expenses incurred by Mortgagee in the collection and settlement thereof, including, but not limited to, attorneys' and adjusters' fees and charges.

(f) **Application of Proceeds.** If all or any part of the Collateral shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in this Section 8, Mortgagor shall promptly and with all due diligence restore and repair the Mortgaged Property whether or not the net insurance proceeds, award or other compensation (collectively, the "Proceeds") are sufficient to pay the cost of such restoration or repair. In the event of a loss, Mortgagor shall obtain a construction monitor satisfactory to the Purchaser to oversee the application of the Proceeds towards such restoration and repair. Mortgagee may require that all plans and specifications for such restoration or repair be submitted to and approved by Purchaser in writing prior to commencement of the work and all such plans and specifications shall be subject to regulatory approvals. Mortgagee and Purchaser agree that ultimate approval rests with applicable regulatory authorities. At Purchaser's election, to be exercised by written notice by the Mortgagee to the Mortgagor within thirty (30) days following Mortgagee's unrestricted receipt in cash or the equivalent thereof of the Proceeds, the entire amount of the Proceeds, shall either: (i) be applied to the Liabilities in such order and manner as Purchaser may elect or (ii) be made available to Mortgagor on the terms and conditions set forth in this Section 8(f) to finance the cost of restoration or repair with any excess to be applied to the Liabilities in the inverse order of maturity. If the amount of the Proceeds to be made available to Mortgagor pursuant to this Section 8(f) is less than the cost of the restoration or repair as reasonably estimated by Mortgagee at any time prior to completion thereof, Mortgagor shall cause to be deposited with Mortgagee the amount of such deficiency within thirty (30) days of Mortgagee's written request therefor (but in no event later than the commencement of the work) and Mortgagor's deposited funds shall be disbursed prior to the Proceeds. If Mortgagor is required to deposit funds under this Section 8(f), the deposit of such funds shall be a condition precedent to Mortgagee's obligation to disburse the Proceeds held by Mortgagee hereunder. The

amount of the Proceeds which is to be made available to Mortgagor, together with any deposits made by Mortgagor hereunder, shall be held by Mortgagee to be disbursed from time to time to pay the cost of repair or restoration either, at Purchaser's option, to Mortgagor or directly to contractors, subcontractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Purchaser may impose to assure that the work is fully completed in a good and workmanlike manner and paid for and that no liens or claims arise by reason thereof. Purchaser may require (i) evidence of the estimated cost of completion of such restoration or repair satisfactory to Purchaser, and (ii) such architect's certificates, waivers of lien, contractors' sworn statements, title insurance endorsements, plats of survey and other evidence of cost, payment and performance acceptable to Purchaser. If Purchaser requires mechanics' and materialmen's lien waivers in advance of making disbursements, such waivers shall be deposited with Purchaser. No payment made prior to final completion of the repair or restoration shall exceed ninety percent (90%) of the value of the work performed from time to time. Without limitation of the foregoing, Mortgagee shall have the right at all times to apply such funds to the cure of any Event of Default or the performance of any obligations of Mortgagor under the Loan Documents.

9. Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, the Mortgagee is hereby irrevocably authorized and empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damages to any property not taken (all of which the Mortgagor hereby assigns to the Mortgagee), and all Condemnation Awards so received shall be forthwith applied by the Mortgagee, as provided in Section 8(f).

10. Governmental Requirements. The Mortgagor will at all times cause the Collateral and the use and condition thereof to comply with all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders and decrees of any kind whatsoever that apply or relate to the Collateral or the use thereof, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions (including, without limitation, those relating to land use and development, landmark preservation, construction, access, water rights and use, noise and pollution) which are applicable to or have been granted for the Collateral or the use thereof.

11. No Mechanics' Liens. The Mortgagor will not do or permit to be done any act or thing, and no person shall have any right or power to do any act or thing, whereby any mechanics' lien under the laws of the State of Wyoming can arise against or attach to the Collateral or any part thereof unless such lien shall first be wholly waived as against this Mortgage. In addition, it is further expressly made a covenant and condition hereof that the lien of this Mortgage shall extend to any and all Improvements and Fixtures now or hereafter on the Mortgaged Property, prior to any other lien thereon that may be claimed by any person, so that subsequently accruing claims to a lien on the Mortgaged Property shall be junior and subordinate to this Mortgage. All contractors, subcontractors, and other parties dealing with the Mortgaged Property, or with any parties interested therein, are hereby required to take notice of the above provisions.

12. Continuing Priority. Subject to the provisions and rights set forth in the Financing Agreement, the Mortgagor will: pay such fees, taxes and charges, execute and file (at the Mortgagor's expense) such financing statements, obtain such acknowledgments or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee or the Purchaser may from time to time request to establish and maintain a valid

and perfected first and prior lien on and security interest in the Collateral and, effective after the occurrence and during the continuance of an Event of Default, the Mortgagor shall provide for payment to the Mortgagee directly of all cash proceeds thereof, with the Mortgagee in possession of the Collateral to the extent it requests; maintain its executive office at all times at the address shown herein or provide thirty days written notice prior to moving; keep all of its books and records relating to the Collateral on the Mortgaged Property or at such address; keep all tangible Collateral on the premises and the Lands except as the Mortgagee may otherwise consent in writing; make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder; and not collect any rents or the proceeds of any of the Leases, or General Intangibles more than thirty (30) days before the same shall be due and payable except as the Mortgagee may otherwise consent in writing.

13. Utilities. The Mortgagor will pay all utility charges incurred in connection with the Collateral and maintain all utility services available for use at the Mortgaged Property.

14. Contract Maintenance: Other Agreements. The Mortgagor will, for the benefit of the Mortgagee and the Purchaser, fully and promptly perform each obligation and satisfy each condition imposed on it under any Contract for Sale, Lease, General Intangible, exploration contract or other agreement so that there will be no default thereunder and so that the Persons (other than the Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee; and the Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such Person to avoid such performance.

15. Agreements Affecting the Collateral. The Mortgagor shall keep, observe, perform and comply with all covenants, conditions and restrictions affecting the Collateral, any operating agreements or other writings relating to the Collateral, and all leases, instruments and documents relating thereto or evidencing or securing any indebtedness secured thereby.

16. No Assignments; Future Leases. Subject to the provisions of the Financing Agreement, the Mortgagor will not cause or permit any Revenues, issues, profits, Leases, Contracts for Sale, Product Sales Contracts or other contracts relating to the Collateral, or any interest in any thereof, to be assigned, transferred, conveyed, pledged or disposed of, to any party other than the Mortgagee or the Purchaser without first obtaining the express written consent of the Purchaser thereto. In addition, the Mortgagor shall not cause or permit all or any portion of or interest in the Collateral to be leased directly or indirectly to any Person, except pursuant to written leases approved by the Purchaser. Each such lease shall contain, at the Purchaser's election, either (i) a provision to the effect that the tenant shall, at the request of the Purchaser, deliver to the Mortgagee an instrument, in form and substance satisfactory to the Purchaser, in which the tenant agrees that no action taken by the Mortgagee to enforce this Mortgage by foreclosure, or by accepting a deed in lieu of foreclosure, or by resorting to any other remedies available to the Mortgagee, shall terminate the lease or invalidate any of the terms thereof and that tenant will attorn to the Mortgagee, to the purchaser at a foreclosure sale, or to a grantee in a voluntary conveyance, and will recognize such entity as landlord for the balance of the term of the lease, providing that the Mortgagee will agree with the tenant that, as long as the tenant is not in default under any of the terms of its lease, the tenant's possession will not be disturbed by the Mortgagee, or (ii) a subordination clause providing that the lease and the interest of the lessee in the demised real estate are in all respects subject and subordinate to this Mortgage; provided, however, that in the event any such lease fails for any reason to contain either of such provisions, no proceeding by the Mortgagee to foreclose this Mortgage, or action by way of its entry into possession after any Event of Default hereunder, shall in or of itself operate to terminate such lease unless the Mortgagee or the Purchaser expressly requests such relief in writing, but the

preceding provisions of this Section 16 shall never be construed as subordinating this Mortgage to any such lease or any other lease.

17. Financial Reporting. The Mortgagor will at all times comply (or cause to be complied with) the financial reporting requirements of the Indenture and the Financing Agreement and will comply with all covenants contained therein.

18. Collections. Until such time as the Mortgagee shall notify the Mortgagor of the revocation of such power and authority, the Mortgagor will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Revenues, Leases, Contracts for Sale, Product Sales Contracts, Post Production Contracts, Goods, General Intangibles and other Collateral, including the taking of such action with respect to such collection as the Mortgagee may reasonably request, or, in the absence of such request, as the Mortgagor may deem advisable. (While reserving the right to revoke such power and authority at any time, it is the Mortgagee's present intention not to revoke such authority unless an Event of Default should occur or the Mortgagee is made to feel insecure concerning any of the Liabilities or performance under any of the Loan Documents.) The Mortgagee, however, may, at any time, after the occurrence and during the continuance of an Event of Default, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any parties obligated on any of the Revenues, Leases, Contracts for Sale, Product Sales Contracts, Goods, General Intangibles and other Collateral to make payment to the Mortgagee of any amounts due or to become due thereunder and enforce collection of any of the Revenues, Leases, Contracts for Sale, Product Sales Contracts, Goods, General Intangibles or other Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Mortgagee or the Purchaser, after the occurrence and during the continuance of an Event of Default, the Mortgagor will, at its own expense, notify any parties obligated on any of the Revenues, Leases, Contracts for Sale, Product Sales Contracts, Goods, General Intangibles or other Collateral to make payment to the Mortgagee of the amounts due or to become due thereunder.

19. Mortgagee's Performance. If the Mortgagor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Mortgagee may (but need not), as agent or attorney-in-fact of the Mortgagor, after the occurrence and during the continuance of an Event of Default, after giving the Mortgagor notice of its intention to do so (no such notice need be given after the occurrence of an Event of Default), make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the rate provided in Section 4.03(5) of the Financing Agreement, shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand. By way of illustration and not in limitation of the foregoing, the Mortgagee may (but need not) do all or any of the following: make payments of principal or interest or other amounts on any lien, encumbrance or charge on any of the Collateral; complete construction; make repairs; collect rents, prosecute collection of the Collateral or proceeds thereof; purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, contest any tax or assessment; and redeem from any tax sale or forfeiture affecting the Mortgaged Property. In making any payment or securing any performance relating to any obligation of the Mortgagor hereunder, the Mortgagee shall (as long as it acts in good faith) be the judge of the legality, validity and amount

of any lien or encumbrance and of all other matters necessary to be determined in satisfaction thereof. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes an Event of Default.

20. Subrogation. To the extent that the Mortgagee, on or after the date hereof pays any sum due under any provision of law or any instrument or document creating any lien prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the Loan to the Mortgagor, the Mortgagee shall have and be entitled to a lien on the Collateral equal in priority to the lien discharged, and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Liabilities.

21. Mortgagor's Right to Contest. Mortgagor may contest or object to the legal validity or amount of any mechanics or materialmen's lien on the Collateral provided that: (a) Mortgagor contests such unpaid item by appropriate proceedings diligently and in good faith, and (b) Mortgagor procures and maintains a stay of any proceedings to enforce any judgment for collection of the mechanic's or materialmen's lien.

Mortgagor's tax or assessment liabilities may be deemed delinquent, and a tax lien or assessment lien may be imposed, but only if Mortgagor has contested, or is actively contesting, tax liabilities, tax liens or assessments in good faith before Wyoming administrative agencies and/or courts as expressly permitted in Title 39 of the Wyoming Statutes.

Any contest by Mortgagor shall be at its own expense, in good faith, but only with the written consent of the Purchaser (except with respect to State taxes where Mortgagor will need to obtain the written consent of the Mortgagee, which consent will not be unreasonably denied or delayed). During the course of such contest, however, Mortgagor will continue to make or cause to be made any required yearly maintenance or rental fees applicable to its Unpatented Mining Claims or perform any required assessment work or improvements annually on each claim and to pay required rental and other fees on its State Leases. Mortgagor may also be required to furnish Mortgagee with any such other security or assurances as may be requested by the Purchaser.

Within ten (10) Business Days of final administrative or judicial resolution of any dispute, Mortgagor shall pay liens, taxes or assessments adjudicated as due and owing.

22. Change in General Mining Law. In the event of the repeal or modification of the current General Mining Law of 1872 during the term of this Mortgage, such that the interest of the Mortgagor in those lands which are material to the exploration, development or operation of the Lands is adversely affected, modified or transformed, the Mortgagor will use its best efforts to retain its interest in those Lands and will consult with the Mortgagee and the Purchaser to determine how best to preserve the interest of the Mortgagor and the interest of the Mortgagee and the Purchaser in the affected Collateral, and the Mortgagor shall take no action in relation thereto, which in the reasonable opinion of the Mortgagee or the Purchaser or their counsel, could adversely affect or impair their interest in the Collateral or under this Mortgage. An increase in the annual claim maintenance fee applicable to the Unpatented Mining Claims from time to time in accordance with the General Mining Law of 1872 and applicable regulations shall not constitute a modification of the General Mining Law of 1872 for the purposes of the application of this Section 22.

23. Recording and Filing. The Purchaser, at the expense of the Mortgagor, shall be responsible for the original filing of all (i) Security Documents and related filing statements, and (ii) mortgage releases and termination statements, and any other documents required to effect the

issuance of the Bond and the Loan. Thereafter the Mortgagee, at the Mortgagor's expense, shall pay all fees, taxes and charges, execute, record, register, deposit and file every other instrument in addition or supplemental to the initial Security Documents, including financing statements and continuations thereof, in such offices and places and at such times and as often as may be reasonably necessary to preserve, protect and renew the lien as a valid, first lien on and prior perfected security interest in real property, Goods or General Intangibles (except as otherwise permitted pursuant to this Mortgage), as the case may be, and the rights and remedies of the Mortgagee, obtain such acknowledgments or consents, notify all obligors or providers of services and materials and otherwise do and observe all things or matters necessary or expedient to be done or observed by reason of any applicable Law, or as the Purchaser reasonably may request from time to time, for the purpose of effectively, maintaining and preserving the lien hereof on and in the Mortgaged Property.

24. Sale or Mortgage of the Mortgaged Property. Except in the ordinary course of business and subject to Section 3.01(d) of the Financing Agreement, the Mortgagor will not, without the prior consent of the Purchaser, sell, assign, transfer, convey, lease or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagor's right, title or interest therein, nor contract to do nor permit to occur any of the foregoing, without first securing the written consent of the Purchaser. Upon the disposition of any Mortgaged Property permitted pursuant to this Mortgage or the Loan Documents, the Mortgagee shall, at the Mortgagor's expense, execute and deliver to the Mortgagor all instruments and other documents as may be necessary or proper to release the lien on and security interest in such Mortgaged Property which has been granted hereunder.

25. Records, Statements and Reports. The Mortgagor will keep financial records and statements reflecting all of its business affairs and transactions in accordance with generally accepted accounting principles and will furnish or cause to be furnished to the Mortgagee and the Purchaser such information concerning the business, affairs and financial condition of the Mortgagor as the Mortgagee or the Purchaser may from time to time reasonably request.

26. After-Acquired Properties. Without prejudice to its obligations contained in the Loan Documents, the Mortgagor shall advise the Mortgagee and Purchaser, within forty-five (45) days after June 30 and December 31 of each calendar year after the date of this Mortgage, as to any additional interests in the Mortgaged Property it has acquired and any other material assets acquired by the Mortgagor during such preceding six-month period and, at the request of the Purchaser shall execute, acknowledge and deliver such other and further instruments and agreements necessary or desirable to include such interests and assets as a part of the Mortgaged Property hereunder.

27. Performance of Post-Production Contracts; Notices. The Mortgagor shall:

(a) perform and observe all the material terms and provisions of the Post-Production Contracts to be performed or observed by it, maintain the Post-Production Contracts in full force and effect, enforce the Post-Production Contracts in accordance with their terms, and

(b) upon the reasonable request of the Mortgagee or the Purchaser: (i) furnish such information and reports regarding the Post-Production Contracts as the Mortgagee or the Purchaser may request, and (ii) make upon each relevant Post-Production Contract counterparty such demands and requests for information and reports or for action as the Mortgagor is entitled to make under the Post-Production Contracts.

28. Actions Under Post-Production Contracts. Without the prior written consent of the Purchaser, the Mortgagor shall not:

- (a) cancel or terminate any Post-Production Contracts or consent to or accept any cancellation or termination thereof, except in accordance with their terms,
- (b) amend or otherwise modify any Post-Production Contracts or give any consent, waiver or approval thereunder,
- (c) waive any default under or breach of any Post-Production Contracts, or
- (d) take any other action in connection with the Post-Production Contracts,

which would, in each case, impair the value of the interest or rights of the Mortgagor thereunder or which would impair the interest or rights of the Mortgagee. Mortgagor shall give Purchaser advance notice of any actions to be taken under (a), (b), (c) or (d) and provide any information requested by Purchaser.

29. Mortgagor Remains Liable. Anything herein to the contrary with respect to the Post-Production Contracts notwithstanding:

- (a) the Mortgagor shall remain liable under the Post-Production Contracts to the extent set forth therein, and shall perform all of its duties and obligations under such Post-Production Contracts to the same extent as if this Mortgage had not been executed;
- (b) the exercise by the Mortgagee of any of its rights hereunder shall not release the Mortgagor from any of its duties or obligations under any such Post-Production Contracts; and
- (c) the Mortgagee shall not have any obligation or liability under any Post-Production Contracts by reason of this Mortgage, nor shall it be obligated to perform any of the obligations and liabilities or duties of the Mortgagor thereunder or to take any action to collect or enforce any claim for payment assigned thereunder.

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ARTICLE II
ASSIGNMENT OF POST PRODUCTION CONTRACTS

1. Assignment. As additional Collateral security, the Mortgagor hereby absolutely and irrevocably (a) transfers, assigns, warrants and conveys to the Mortgagee, effective as of the date hereof, at 12:01 A.M., local time, the Post-Production Contracts, and (b) gives to and confers upon the Mortgagee, at such time as there is an Event of Default under the Financing Agreement or this Mortgage, the right, power and authority to collect all payments, monies, Ore, or other in-kind transfers accruing to Mortgagor under the Post-Production Contracts (the "Post-Production Contract Payments"). The Mortgagor irrevocably appoints the Mortgagee its true and lawful attorney-in-fact, with full authority in the place and stead of the Mortgagor and in the name of the Mortgagor or otherwise, from time to time in the Mortgagee's discretion, following the occurrence and during the continuance of an Event of Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of the Mortgagor or the Mortgagee, for the Post-Production Contracts and apply the Post-Production Contract Payments to the payment of the Borrower's Obligations under the Loan Documents. Subject to the foregoing, following the occurrence and during the continuance of an Event of Default, all parties responsible for the payment of the Post-Production Contract Payments to the Mortgagor are authorized and directed to treat and regard the Mortgagee as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Post-Production Contract Payments; and said parties and each of them shall be fully protected in so treating and regarding the Mortgagee and shall be under no obligation to see to the application by the Mortgagee of any such proceeds or payments received by it. The assignment of the Post-Production Contracts and the Post-Production Contract Payments in this Section is intended to be an absolute assignment from the Mortgagor to the Mortgagee and not merely the granting or passing of a security interest. Such Post-Production Contracts and Post-Production Contract Payments are hereby assigned absolutely by the Mortgagor to the Mortgagee as additional Collateral security contingent with respect to collection only upon the occurrence of an Event of Default hereunder.

2. Collection Upon Event of Default. Upon the occurrence and during the continuance of any Event of Default, the Mortgagee may, at any time without notice, either in person, or by a receiver appointed by a court, and without regard to the adequacy of any security for the Borrower's Obligations, in its own name as Trustee or attorney in fact for the Mortgagor, enter upon and take possession of the Mortgaged Property, or any part thereof, and sue for or otherwise collect the Post-Production Contract Payments, including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any of the Borrower's Obligations in such order as the Mortgagee shall determine. The collection of the Post-Production Contract Payments, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to notice of default

3. No Liability of the Mortgagee in Collecting. The Mortgagee is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned (and no such failure shall be deemed to be a waiver of any right of the Mortgagee under this ARTICLE) and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for funds actually received.

4. Assignment Not a Restriction on the Mortgagee's Rights. Nothing herein contained shall detract from or limit the absolute obligation of the Mortgagor to make payment of the Borrower's Obligations regardless of whether the proceeds assigned by this ARTICLE are

sufficient to pay the same, and the rights under this ARTICLE shall be in addition to all other security now or hereafter existing to secure the payment and performance of Borrower's Obligations.

5. Status of Assignment. Notwithstanding the other provisions of this ARTICLE, and in addition to the other rights hereunder, the Mortgagee or any receiver appointed in judicial proceedings for the enforcement of this Mortgage shall have the right to receive the Post-Production Contract Payments herein assigned and the proceeds therefrom after Borrower's Obligations have been declared due and payable in accordance with the provisions of the Loan Documents and to apply all of said proceeds as provided in Section 2 of this ARTICLE II. Upon any sale of the Mortgaged Property or any part thereof pursuant to ARTICLE IV, the Post-Production Contract Payments thereafter attributable to the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this ARTICLE.

6. Indemnity. In addition to any similar obligations set forth in the Loan Documents to which it is a party, the Mortgagor shall indemnify the Mortgagee against all claims, actions, liabilities, judgments, costs, losses, damages, attorneys' fees or other charges or expenses of whatsoever kind or nature (collectively, "claims") made against or incurred by it as a consequence of the assertion, either before or after the payment in full of Borrower's Obligations, that it received the Post-Production Contracts herein assigned or the Post-Production Contract Payments claimed by third persons. The Mortgagor and the Mortgagee shall each, on its own behalf, have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or either of them shall have the right to pay or compromise and adjust all such claims. The Mortgagor will indemnify and pay to the Mortgagee any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Mortgagee, except to the extent such amounts arise for the account of the Mortgagee by reason of its own fraud, intentional misrepresentation, gross negligence or willful misconduct (as determined by a court of competent jurisdiction). If and to the extent that the foregoing undertaking may be unenforceable for any reason, the Mortgagor hereby agrees to make the maximum contribution to the payment and satisfaction of the claims which is permissible under Applicable Law. The obligations of the Mortgagor as hereinabove set forth in this Section shall survive the release, termination, foreclosure or assignment of this Mortgage or any sale hereunder.

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**ARTICLE III
ENVIRONMENTAL MATTERS**

1. Definitions. For purposes of this ARTICLE:

(a) “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, commonly known as Superfund, that was enacted by Congress on December 11, 1980 (42. U.S.C. 9601–9675).

(b) “Environmental Actions” means:

(i) any substantive notice of violation, complaint, claim, citation, demand, inquiry, report, action, assertion of potential responsibility, lien, encumbrance, or proceeding regarding the Mortgaged Property, whether formal or informal, absolute or contingent, matured or unmatured, brought or issued by any governmental unit, agency, or body, or any person or entity respecting:

(A) Environmental Laws;

(B) the environmental condition of the Mortgaged Property, or any portion thereof, or any property near the Mortgaged Property, including actual or alleged damage or injury to humans, public health, wildlife, biota, air, surface or subsurface soil or water, or other natural resources; or

(C) the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal, or recycling of Hazardous Material either on the Mortgaged Property or off-site;

(ii) any violation or claim of violation by Mortgagor of any Environmental Laws involving the Mortgaged Property, or any material violation or claim of violation by Mortgagor of any Environmental Laws not involving the Mortgaged Property;

(iii) any lien for damages caused by, or the recovery of any costs incurred by any person or governmental entity for the investigation, remediation or cleanup of any release or threatened release of Hazardous Material; or

(iv) the destruction or loss of use of property, or the injury, illness or death of any officer, director, employee, agent, representative, tenant or invitee of Mortgagor or any other person alleged to be or possibly to be, arising from or caused by the environmental condition of the Mortgaged Property or the release, emission or discharge of Hazardous Materials from the Mortgaged Property.

(c) “Environmental Laws” means: any and all applicable statutes, regulations, rules, ordinances or resolutions now or hereafter in effect, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, human health or safety, or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, groundwater, or land, or otherwise relating to the manufacture, processing, distribution, use,

treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or toxic or hazardous substances or wastes.

(d) “Hazardous Material” means:

(i) “hazardous substances” as defined by CERCLA;

(ii) “hazardous wastes” as defined by RCRA;

(iii) any hazardous, dangerous or toxic chemical, material, waste, pollutant, contaminant or substance (“pollutant”) within the meaning of any Environmental Law prohibiting, limiting or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;

(iv) any petroleum, crude oil or fraction thereof;

(v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Section 2011 et seq., and amendments thereto and reauthorizations thereof;

(vi) asbestos-containing materials in any form or condition; and

(vii) polychlorinated biphenyls (“PCBs”) in any form or condition.

(e) “RCRA” means the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.).

(f) “Mortgaged Property” means: The Mortgagor’s entire estate and interest in and to the Lands, including, Improvements presently and hereafter situated thereon or thereunder, construction material used in such Improvements, surface and subsurface soil and water, areas leased to tenants, and all business, uses, and operations thereon.

2. Representations and Warranties. Mortgagor hereby represents and warrants to Mortgagee that:

(a) Compliance. To Mortgagor’s knowledge, the Mortgaged Property is not listed on any local, state and/or federal lists of potentially contaminated sites, including, but not limited to, the National Priorities List, CERCLIS or any state or federal hazardous waste site or leaking underground storage tank lists, and the Mortgaged Property and Mortgagor have been and are currently in compliance with all Environmental Laws. Other than as disclosed to Mortgagee in writing, a copy of which is attached hereto as EXHIBIT E, there have been, to Mortgagor’s knowledge, no past, and there are no pending or threatened, Environmental Actions to which Mortgagor is a party or which relate to the Mortgaged Property. All required governmental permits and licenses for current operations are in effect, and Mortgagor is in compliance therewith. Mortgagor has not received any notice of any Environmental Action respecting Mortgagor, the Mortgaged Property or any off-site facility to which has been sent any Hazardous Material for off-site treatment, recycling, reclamation, reuse, handling, storage, sale or disposal.

(b) Absence of Hazardous Material. No use, exposure, release, emission, discharge, generation, manufacture, sale, handling, reuse, presence, storage, treatment, transport, recycling or disposal of Hazardous Material has, to Mortgagor’s knowledge, occurred or is occurring on or

from the Mortgaged Property except in compliance with Environmental Laws or as described in EXHIBIT E hereto (“Disclosed Materials”). The term “release” shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Material). To Mortgagor’s knowledge, all Hazardous Material used, treated, stored, transported to or from, generated or handled on the Mortgaged Property has been disposed of on or off the Mortgaged Property in a lawful manner. To Mortgagor’s knowledge, no environmental, public health or safety hazards currently exist with respect to the Mortgaged Property. To Mortgagor’s knowledge, no underground storage tanks (including but not limited to petroleum or heating oil storage tanks) are present on or under the Mortgaged Property, or have been on or under the Mortgaged Property except as has been disclosed in writing to Mortgagee, a copy of which is attached hereto as EXHIBIT E (“Disclosed Tanks”).

3. Mortgagor’s Covenants. Mortgagor hereby covenants and agrees with Mortgagee as follows:

(a) Compliance. The Mortgaged Property shall be in compliance with all Environmental Laws. All required governmental permits and licenses for the Mortgaged Property shall be obtained and maintained, and Mortgagor shall comply therewith. All Hazardous Material on the Mortgaged Property will be disposed of in a lawful manner without giving rise to liability under any Environmental Laws. Mortgagor will satisfy all material requirements of applicable Environmental Laws for the registration, operation, maintenance and closure of the operations of the Mortgaged Property, including removal of all underground storage tanks, if any. Without limiting the foregoing, all Hazardous Material on or from the Mortgaged Property shall be handled by the Mortgagor in compliance with all applicable Environmental Laws.

(b) Absence of Hazardous Material. Other than that permitted by the licenses and permits applicable to the Project or Disclosed Materials, no Hazardous Material shall be introduced to or used, exposed, released, emitted, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled on the Mortgaged Property without thirty (30) days prior written notice to Mortgagee.

(c) Environmental Actions and Right to Consent. Mortgagor shall immediately notify Mortgagee of all Environmental Actions against or with respect to the Mortgaged Property of which Mortgagor has knowledge or receipt of notice and provide copies of all written notices, complaints, correspondence and other documents relating thereto within five (5) Business Days of receipt, and Mortgagor shall keep Mortgagee informed of all responses thereto. Mortgagor shall promptly commence efforts to cure and have dismissed with prejudice all Environmental Actions against the Mortgagor or the Mortgaged Property in a manner satisfactory to Mortgagee and Mortgagor shall keep the Mortgaged Property free of any encumbrance arising from any judgment, liability or lien imposed pursuant to any Environmental Actions. Notwithstanding the foregoing sentence, Mortgagor may, diligently, in good faith and by appropriate legal proceedings, contest such proceedings provided: (i) Mortgagor first furnishes to Mortgagee such deposits or other collateral as Mortgagee reasonably deems sufficient to fully protect Mortgagee’s interests; (ii) such contest shall have the effect of preventing any threatened or pending sale or forfeiture of all or any portion of the Mortgaged Property or the loss or impairment of Mortgagee’s lien and security interests in and to the Mortgaged Property; and (iii) such contest will not cause Mortgagee to incur any liability, in Mortgagee’s reasonable judgment. Mortgagor shall permit Mortgagee, at Mortgagee’s option, to appear in and to be represented in any such contest and shall pay upon demand all expenses incurred by Mortgagee in so doing, including attorneys’ fees.

(d) Future Environmental Audits. Mortgagor shall provide such information and certifications which Mortgagee may reasonably request from time to time to monitor Mortgagor's compliance with this ARTICLE III for the sole purpose of protecting Mortgagee's security interest. To protect its security interest, Mortgagee shall have the right, but not the obligation, at any time to enter upon the Mortgaged Property, take samples, review Mortgagor's books and records, interview Mortgagor's employees and officers, and conduct such other activities as Mortgagee, at its reasonable discretion, deems appropriate and is permitted by applicable Environmental Laws and the permits and licenses applicable to the Project. If Mortgagee visits the site as part of an audit or to sample, the Mortgagee will participate in required training and adhere to all site safety and environmental rules and regulations during the course of the visit or work on site. Samples which may contain source or byproduct material must be sent to a commercial lab with a U.S. Nuclear Regulatory Commission license. Mortgagor shall cooperate fully in the conduct of such an audit. If Mortgagee decides to conduct such an audit because of (i) an Environmental Action; (ii) Mortgagee's considering taking possession of or title to the Mortgaged Property after default by Mortgagor; (iii) a material change in the use of the Mortgaged Property, which in Mortgagee's opinion, increases the risk to its security interest; or (iv) the introduction of Hazardous Material other than those permitted by permits and licenses applicable to the Project and Disclosed Materials to the Mortgaged Property; then Mortgagor shall pay upon demand all costs and expenses connected with such audit, which, until paid, shall become additional indebtedness secured by the Loan Documents and shall bear interest at the rate of interest set forth in the Bond. Nothing in this ARTICLE III shall give or be construed as giving Mortgagee the right to direct or control Mortgagor's actions in complying with Environmental Laws.

(e) Event of Default and Opportunity to Cure. If Mortgagor fails to comply with any of its covenants contained in this Section 3 within thirty (30) days after notice by Mortgagee to Mortgagor, Mortgagee may, at its option, declare an Event of Default. If, however, the noncompliance cannot, in Mortgagee's reasonable determination, be corrected within such thirty (30) day period, and if Mortgagor has promptly commenced and diligently pursues action to cure such noncompliance to Mortgagee's satisfaction, then Mortgagor shall have such additional time as is reasonably necessary to correct such noncompliance, provided Mortgagor continues to diligently pursue corrective action and to provide periodic reports to Mortgagee.

4. Mortgagee's Right to Rely. Mortgagee is entitled to rely upon Mortgagor's representations, warranties and covenants contained in this ARTICLE despite any independent investigations by Mortgagee or its consultants. Mortgagor shall take all necessary actions to determine, and to remain aware of, the environmental condition of the Mortgaged Property. Mortgagor shall have the right to rely upon any independent environmental investigations or findings made by Mortgagee or its consultants.

5. Indemnification. The term "Mortgagee's Environmental Liability" shall mean any and all losses, liabilities, obligations, penalties, claims, fines, lost profits, demands, litigation, defenses, costs, judgments, suits, proceedings, damages (including consequential, punitive and exemplary damages), disbursements or expenses of any kind or nature whatsoever (including attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against, settling or prosecuting any suit, litigation, claim or proceeding) which may at any time be either directly or indirectly imposed upon, incurred by or asserted or awarded against Mortgagee or any of Mortgagee's parent and subsidiary corporations and their affiliates, shareholders, directors, officers, employees, and agents (collectively, Mortgagee's "Affiliates") in connection with or arising from:

(a) any Hazardous Material used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled on, in or under all or any portion of the Mortgaged Property, or any surrounding areas, excepting therefrom any such actions caused by, or during any period in which the Mortgaged Property were owned by or under the control of, Mortgagee (collectively, such actions are referred to as the "Mortgagee's Actions");

(b) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this ARTICLE;

(c) any violation, liability or claim of violation or liability, under any Environmental Laws, excepting therefrom those created by Mortgagee's Actions;

(d) the imposition of any lien for damages caused by, or the recovery of any costs incurred for the cleanup of, any release or threatened release of Hazardous Material, excepting therefrom those created by Mortgagee's Actions; or

(e) any Environmental Actions.

Mortgagor shall indemnify, defend (at trial and appellate levels and with counsel, experts and consultants acceptable to Mortgagee and at Mortgagor's sole cost) and hold Mortgagee and its Affiliates free and harmless from and against Mortgagee's Environmental Liability (collectively, "Mortgagor's Indemnification Obligations"). Mortgagor's Indemnification Obligations shall survive in perpetuity with respect to any Mortgagee's Environmental Liability.

Mortgagor and its successors and assigns hereby waive, release and agree not to make any claim or bring any cost recovery action against Mortgagee under or with respect to any Environmental Laws. Mortgagor's obligation to Mortgagee under this indemnity shall, except as set forth herein, be without regard to fault on the part of Mortgagor or Mortgagee with respect to the violation or condition that results in liability to Mortgagee.

* * * * *

ARTICLE IV DEFAULT; REMEDIES

The Mortgagor and the Mortgagee hereby agree further as follows:

1. Event of Default; Acceleration. The occurrence of any of the following shall constitute an “Event of Default” hereunder: (a) any failure of the Mortgagor timely to make any payment of any principal or interest on the Note, or any other amount under the Loan Documents; (b) any other default, or failure of the Mortgagor timely and properly to perform any of its other obligations hereunder or under the Loan Documents; or, (c) the occurrence of any Event of Default under the Loan Documents. With respect to any occurrence that constitutes an Event of Default under clauses (a), (b) or (c) of the preceding sentence solely because it constitutes a default under another document, any grace or cure period applicable thereto under such other document (and only such grace or cure period, if any) shall also be applicable thereto and hereunder. Upon the occurrence of any Event of Default, the entire indebtedness evidenced by the Loan Documents and all other Liabilities, together with interest thereon at the rate provided in Section 4.03 of the Financing Agreement shall, at the option of the Mortgagee, become and be immediately due and payable.

2. Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in the Loan Documents or any other written agreement or instrument relating to any of the Liabilities or any security therefor.

3. Possession of Mortgaged Property; Remedies under Financing Agreement. The Mortgagor hereby waives all right to the possession, income, and rents of the Mortgaged Property from and after the occurrence and during the continuance of any Event of Default, and the Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Mortgaged Property or any part thereof, to complete any construction in progress thereon at the expense of the Mortgagor, to lease the same, to collect and receive all Revenues and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Mortgaged Property or, at the election of the Mortgagee, to a reduction of such of the Liabilities in such order as the Mortgagee may elect, all as subject to applicable law. The Mortgagee, in addition to the rights provided under the Financing Agreement, is also hereby granted, effective after the occurrence and during the continuance of an Event of Default, the full and complete authority to enter upon the Mortgaged Property, employ watchmen to protect the Goods, Improvements and Equipment from depredation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection and completion of Improvements to the Mortgaged Property, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor. All such expenditures by the Mortgagee shall be Liabilities under this Mortgage for all purposes. Upon the occurrence and during the continuance of any Event of Default, the Mortgagee may also exercise any or all rights or

remedies under the Financing Agreement, including, without limitation, to perform obligations of the Mortgagor under any Contract for Sale, Product Sale Contract or Post-Production Contract.

4. Foreclosure; Receiver. Upon the occurrence and during the continuance of any Event of Default, the Mortgagee shall also have the right, immediately or at any time thereafter, to foreclose this Mortgage by publication and sale as provided by Wyoming statute and/or by judicial proceeding. The Mortgagor authorizes and empowers the Mortgagee to effect the foreclosure against the Collateral in lots or parcels or in its entirety as the Mortgagee shall deem expedient; and to execute and deliver or cause to be executed and delivered to the purchaser or purchasers thereof good and sufficient deeds of conveyance, certificates of purchase and/or sheriff's deeds thereto, with evidence of general warranty by the Mortgagee, and the title of such purchaser or purchasers when so made by the Mortgagee or on Mortgagee's behalf, the Mortgagor binds itself to warrant and forever defend, subject to Permitted Encumbrances and the paramount ownership of the United States as to any Unpatented Mining Claims or ownership by the State of Wyoming as to the State Leases. Upon the filing of any complaint for that purpose or commencement of foreclosure by publication and sale, any court of competent jurisdiction may upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge, and control of the Mortgaged Property, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all Revenues during the pendency of such foreclosure suit and during any period of redemption. The court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Liabilities, including without limitation the following, in such order of application as the Mortgagee may elect: (i) amounts due to repay the Bond, in accordance with the Indenture and the Financing Agreement, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses (including, without limitation, attorneys' fees and expenses) of foreclosure and litigation upon the Mortgaged Property, (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Mortgaged Property, (v) any other lien or charge upon the Mortgaged Property that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same, and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any default by the Mortgagor in the performance of any obligation or condition contained in the Loan Documents or this Mortgage or otherwise, to protect the security hereof provided herein in any of the Loan Documents, with interest on such advances at the interest rate applicable under Section 4.03 of the Financing Agreement. The overplus of the proceeds of sale, if any, shall then (to the fullest extent permitted by applicable law) be paid to the Mortgagor upon its written request (and, if not permitted by law to be paid to the Mortgagor, such overplus shall be paid and applied as required by applicable law). This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Mortgaged Property, as the Mortgagee may elect, until all of the Mortgaged Property has been foreclosed against and sold. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor. Mortgagee, to the extent allowed by law, may foreclose this Mortgage by notice and publication, and compliance with such other requirements as may be applicable.

5. Remedies for Leases and Revenues; Assignment. If any Event of Default occurs and while it continues, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of

the Mortgaged Property, the Revenues, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Mortgaged Property, the Revenues, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Revenues, the Leases and other Collateral relating thereto (including actions for the recovery of revenues, rents, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof, (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Revenues and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Event of Default. Upon default and notice by the Mortgagee, the foregoing provisions constitute a full assignment of the Revenues to Mortgagee. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Revenues to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Mortgaged Property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the reasonable judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities.

6. Rights and Remedies. Whenever there exists an Event of Default hereunder that is continuing, the Mortgagee may exercise from time to time any rights and remedies available to it under applicable law upon default in payment of indebtedness. The Mortgagor shall, promptly upon request by the Mortgagee, assemble the Collateral and make it available to the Mortgagee at such place or places, reasonably convenient for both the Mortgagee and the Mortgagor, as the Mortgagee shall designate, and all as may be permitted by the licenses and permits applicable to the Project and applicable law. Any notification required by law of intended disposition by the Mortgagee of any of the Collateral shall be deemed reasonably and properly given if given at least twenty (20) days before such disposition. Without limiting the foregoing, whenever there exists an Event of Default hereunder, and while it continues, the Mortgagee may, with respect to so much of the Collateral as is Goods and General Intangibles under applicable law, including, without limitation, Environmental Laws and the permits and licenses applicable to the Project, to the fullest extent permitted by applicable law, without further notice, advertisement, hearing or process of law of any kind, (i) notify any Person obligated on the Collateral to perform directly for the Mortgagee its obligations thereunder, (ii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend

or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, (iii) endorse any checks, drafts or other writings in the name of the Mortgagor to allow collection of the Collateral, (iv) take control of any proceeds of the Collateral, (v) enter upon any Mortgaged Property where any of the Collateral may be located and take possession of and remove such Collateral, (vi) sell any or all of the Collateral, free of all rights and claims of the Mortgagor therein and thereto, at any public or private sale, and (vii) bid for and purchase any or all of the Collateral at any such sale as provided by applicable law. Any proceeds of any disposition by the Mortgagee of any of the Collateral may be applied by the Mortgagee to the payment of expenses in connection with the Collateral, including attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by the Mortgagee toward the payment of such of the Liabilities and in such order of application as the Mortgagee may from time to time elect. The Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under applicable law. The Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Indenture, to the fullest extent permitted by applicable law. The Mortgagor hereby constitutes the Mortgagee its attorney-in-fact with full power of substitution to take possession of the Collateral upon any Event of Default and to execute and deliver all instruments required by the Mortgagee to accomplish the disposition of the Collateral, this power of attorney is a power coupled with an interest and is irrevocable while any of the Liabilities are outstanding.

7. Performance of Contracts. The Mortgagee may, in its reasonable discretion at any time after the occurrence and during the continuance of an Event of Default, notify any person obligated to the Mortgagor under or with respect to any General Intangible, any Contract for Sale, Product Sales Contracts or Post-Production Contract of the existence of an Event of Default, require that performance be made directly to the Mortgagee at the Mortgagor's expense, and advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder; and the Mortgagor agrees to cooperate with the Mortgagee in all ways reasonably requested by the Mortgagee (including the giving of any notices requested by, or joining in any notices given by, the Mortgagee) to accomplish the foregoing.

8. No Liability of Mortgagee. Notwithstanding anything contained in this Mortgage, the Mortgagee shall not be obligated to perform or discharge, and does not undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether under this Mortgage, under any of the Leases, under any General Intangible, under any Contract for Sale, Purchase Sales Contract, Post-Production Contract or otherwise.

* * * * *

ARTICLE V GENERAL

1. Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other person (except any person expressly released in writing by the Mortgagee) for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any person, do any or all of the following: release any Person liable (whether directly or indirectly, primarily or secondarily, or otherwise) for the payment or performance of any of the Liabilities; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Indenture, or any of the Liabilities; modify or waive any obligation or performance; subordinate, modify or otherwise deal with the lien hereof, accept additional security of any kind, release any Collateral or other property securing any or all of the Liabilities; make releases of any portion of the Mortgaged Property; consent to the making of any map or plat of the Mortgaged Property; consent to the creation of any easements on the Mortgaged Property or of any covenants restricting the use or occupancy thereof, or exercise or refrain from exercising, or waive, any right the Mortgagee may have.

2. Suits and Proceedings. The Mortgagor agrees to indemnify the Mortgagee, and hold the Mortgagee harmless, from and against any and all losses, damages, costs, expenses and claims of any kind whatsoever (including without limitation, attorneys' fees) which the Mortgagee may pay or incur in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party, which suit or proceeding does or may affect all or any portion of the Collateral or the value, use or operation thereof or this Mortgage or the validity, enforceability, lien or priority hereof or of any of the Liabilities or indebtedness secured hereby.

3. Financing Agreement; Future Advances; Partial Releases.

(a) The Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of the Financing Agreement.

(b) The Mortgagor covenants and agrees that all the funds advanced and to be advanced thereunder have been and will be used exclusively to pay Project Costs, and for any other purpose authorized under the Indenture and the Financing Agreement.

(c) This Mortgage is granted to secure future advances and loans from the Mortgagee or the Purchaser to or for the benefit of the Mortgagor or its successors and assigns or the Mortgaged Property, as provided in the Indenture and the Financing Agreement, and costs and expenses of enforcing the Mortgagor's obligations under this Mortgage and the Loan Documents.

(d) It is contemplated that partial releases of this Mortgage may be given, but no such release (or any other release) shall affect the lien of this Mortgage on the remainder of the Mortgaged Property encumbered hereby.

4. Security Agreement and Financing Statement. This Mortgage, to the extent that it conveys, grants a security interest in, or otherwise deals with Goods, General Intangibles or with items of Goods or General Intangibles which are or may become Fixtures, shall also be construed as a security agreement, and also as a financing statement, under the Uniform Commercial Code as in effect in the State of Wyoming, with the Mortgagor as Debtor (with its

address as set forth hereafter) and with the Mortgagee as Secured Party (with its address as set forth hereafter).

5. Defeasance. Upon full payment, performance and satisfaction of the Mortgagor's obligations under the Financing Agreement in accordance with its terms and at the time and in the manner provided therein, and when the Mortgagee has no further obligation (whether contingent, conditional or otherwise) to make any advance, disbursement or payment of any kind or to extend any credit under or with respect to the Loan Documents, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of quitclaim reconveyance or release shall in due course be made by the Mortgagee to the Mortgagor at the Mortgagor's expense (but the Mortgagor's undertakings and agreements set out in ARTICLE II, Section 6 above shall survive any such reconveyance or release).

6. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be in writing (except as otherwise expressly provided herein) and shall be deemed given by electronic means, upon receipt by hand delivery, overnight delivery by a nationally recognized express transportation company, telecopy, or when mailed by first class mail, postage prepaid, with proper address as indicated below.

To the Mortgagor: Lost Creek ISR, LLC
10758 West Centennial Road, Suite 200
Littleton, CO 80127
Attn: General Counsel
Tel: (720) 981-4588
Fax: (720) 981-5643
Email: penne.goplerud@UR-Energy.com

With a copy to: Ur-Energy USA Inc., as Guarantor
Ur-Energy Inc., as Guarantor
10758 West Centennial Road, Suite 200
Littleton, CO 80127
Attn: Roger L. Smith, CFO
Tel: (303) 269-7703
Fax: (720) 981-5643
Email: roger.smith@UR-Energy.com

To the Mortgagee: Zions First National Bank
1001 17th Street, Suite 850
Denver, CO 80202
Attn: Neil Witoff
Tel: (720) 947-7438
Fax: (855) 547-6178
Attn: Corporate Trust & Escrow Services
Email: neil.witoff@zionsbank.com

To the Purchaser:

Wyoming State Treasurer
Capitol Building
200 West 24th Street, Room 122
Cheyenne, Wyoming 82002
Attn: Deputy State Treasurer
Tel: (307) 777-7475
Fax: (307)777-5411
Email: sharon.garland@wyo.gov

A duplicate copy of each notice, certificate, or other communication given hereunder by the Mortgagor or the Mortgagee shall also be given to the Purchaser. The Mortgagor, the Mortgagee and the Purchaser may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

7. Successors; The Mortgagor; Gender. All provisions hereof shall inure to and bind the parties and their respective successors, vendees and assigns; provided, however, that the foregoing shall not in any way limit, restrict or modify the provisions of ARTICLE I, Section 6 above. The word "Mortgagor" shall include all persons claiming under or through the Mortgagor and all Persons liable for the payment or performance of any of the Liabilities whether or not such persons shall have executed the Financing Agreement or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

8. No Obligation on Mortgagee. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding, (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason or arising out of this Mortgage, and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to, or with respect to, any of the Collateral.

9. No Waiver by the Mortgagee; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No amendment, waiver or supplement in any way affecting this Mortgage shall in any event be effective unless set out in a writing signed by the Mortgagee.

10. Governing Law; Severability; Section Headings. This Mortgage has been executed and delivered at _____, Wyoming, and shall be governed by the laws of the State of Wyoming, except to the extent that real property or other collateral is located in another jurisdiction, the law of that jurisdiction shall apply with respect to the enforcement of the remedies provided herein or under the law of that jurisdiction. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Mortgage, it being the parties' intention that this Mortgage and each provision hereof be effective and enforced to the fullest extent permitted by applicable law. The Section headings used herein are for convenience of reference only, and shall not be deemed to be a part of this Mortgage or be considered in the interpretation, or construction thereof.

11. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in title to the Mortgaged Property, it is hereby understood and agreed that should the Mortgagee acquire an additional or other interests in or to the Mortgaged Property or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the title.

12. Mortgagee Not a Joint Venturer or Partner. The Mortgagor and the Mortgagee acknowledge and agree that in no event shall the Mortgagee be deemed to be a partner or joint venturer with the Mortgagor. Without limitation of the foregoing, the Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Liabilities secured hereby, or otherwise.

13. Compliance with Wyoming Foreclosure Law.

(a) If any provision of this Mortgage is inconsistent with any applicable provision of the laws of the State of Wyoming with respect to the foreclosure of real estate mortgages, deeds to secure debt, deeds of trust or similar instruments (such laws, if any, being hereinafter referred to as the “Applicable Law”), the provisions of Applicable Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(b) Without in any way limiting or restricting any of Mortgagee’s rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Mortgagee shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with all of the rights, remedies, powers and authorities granted in the Act to the fullest extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee, to the extent reimbursable under any applicable provision of Applicable Law, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.

14. No Third-Party Manager’s Lien. Any management or operating agreement for or relating to all or any part of the Mortgaged Property, whether now in effect or entered into hereafter by the Mortgagor or any agent of the Mortgagor, with a third-party manager shall contain a “no lien” provision whereby the third-party manager forever and unconditionally waives and releases any and all mechanics’ lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law (including, without limitation, Wyo. Stat. §§ 29-2-101, et seq.). Such third-party management agreement or a short form thereof including such waiver shall, at the Mortgagee’s request, be recorded with the office of the recorder of deeds for the county or other area in which the Mortgaged Property is located. In addition, the Mortgagor shall cause the third-party manager to enter into a subordination agreement with the Mortgagee, in recordable form, whereby the third-party manager subordinates

its present and future lien rights and those of any party claiming by, through or under it, to the lien of this Mortgage. The Mortgagor's failure to cause any of the foregoing to occur shall constitute a default under this Mortgage.

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EXHIBIT A
Lands and Unpatented Mining Claims

Lands

EXHIBIT A-1 attached

EXHIBIT A-2 attached

EXHIBIT B
Legal Descriptions of State Leases

<u>State Lease Project Name</u>	<u>Lease No.</u>	<u>Term of Lease</u>	<u>Legal Description</u>
Lost Creek	#0-40814	Oct 2, 2011 to Oct 1, 2021	640 Acres , All Section 16, T25N, R92W, 6th PM
LC West	#0-41041	Dec 2, 2004 to Dec 1, 2014	400 Acres, S2:S2NE Section 16, T25N, R93W, 6th PM; 640 Acres, All Section 36, T25N, R93W, 6th PM (1040 TOTAL ACRES)

EXHIBIT C
Listing of Titled Equipment

EXHIBIT D
Permitted Encumbrances

EXHIBIT E
Disclosed Materials

EXHIBIT F
Permits, Licenses and Authorizations