SUBDIVISION AGREEMENT

B & B #2 SUBDIVISION

THIS SUBDIVISION AGREEMENT entered into by and between the Board of County Commissioners, Natrona County, Wyoming, hereinafter referred to as “County”, and James A. Wilcox for Wilcox Ranch, a Limited Partnership, hereinafter referred to as “Subdivider”.

WITNESSETH:

WHEREAS, Subdivider is the owner of all lands comprising of B & B #2, a subdivision of Natrona County, Wyoming, and is the entity responsible for development of the subdivision; and

WHEREAS, the Subdivider has requested that the County approve the subdivision and issue a subdivision permit for the subdivision; and

WHEREAS, the Subdivider, by this agreement, seeks to assure the County that he will complete various steps required by the County to perfect the subdivision and that all work done will be in accordance with this agreement; and

WHEREAS, it is the desire of the parties hereto to establish a written record of their agreement with respect to the subdivision and the development thereof, whereupon the County will approve the subdivision plans under the provisions of the Wyoming State Statutes.

NOW, THEREFORE, the parties agree as follows:

I. OBLIGATIONS OF SUBDIVIDER

The Subdivider shall, by submittal time of the final plat, at his sole cost and expense, do or cause to be done the following:

1.1 SURVEYING:

A. Set all subdivision corners and 1/15th corners with 2” diameter brass caps, showing number of the corner, identifying initials of the number of the corner and the identifying initials of the surveyor or company making the survey. If the original outside boundary marker is in a location likely to be obliterated or destroyed, i.e., roadway, alley, etc., it shall be adequately witnessed with at least two monuments of equal quality to those required above.
B. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by Number 5 rebar with metal caps identifying the corners and driven flush with the ground surface. Points of intersection (PI's) and points of return (POR's) of all blocks and the PT's and PC's of all curves shall be marked after initial dirt moving has been completed to avoid the necessity of marking block and lot corners twice, all of which shall be in place at the time the final inspection is made by the County Surveyor and upon completion of the roadway and drainage construction.

1.2 ROADWAY DESIGNATION: Burd Road is an established public road.

1.3 FINANCIAL COMMITMENT: Not Applicable

1.4 SEWER REQUIREMENTS:
   A. The County assumes no responsibility for construction or maintenance of any sewer system or septic systems.
   B. Owners will be responsible for installing taps for Wardwell water and sewer.

1.5 WATER REQUIREMENTS:
   A. The County assumes no responsibility for construction or maintenance of any water system.
   B. Owners will be responsible for installing taps for Wardwell water and sewer.

II.

APPROVAL BY COUNTY, REMEDIES

2.1 APPROVAL

The Subdivider agrees to meet the above described conditions. The County hereby agrees to give its approval of the final subdivision plat and issue a subdivision permit as is contemplated by Sections 18-5-315, Wyoming State Statutes, 1977.

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2.2 **REMEDIES**

In the event of Subdivider's default of this agreement in any respect or failure to perform in accordance with any condition of the County's approval, the County may:

A. Institute, alone or in conjunction with others, appropriate legal proceedings for injunctions, specific performance, damages, other appropriate remedy, or any combination of such remedies; or

B. After notice to Subdivider and opportunity to be heard by the Board of County Commissioners, the County may:

   i. Withhold building and other permits issued by the County Building Department and/or

   ii. Suspend or revoke its approval of the subdivision and withdraw subdivision permit.

*THIS AGREEMENT* is binding upon and shall inure to the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the 6th day of November, 2001.

**BOARD OF COUNTY COMMISSIONERS**

[Signature]

Jon Campbell, Chairman

**ATTEST:**

[Signature]

Mary Ann Collins, County Clerk

My term of office expires January 1, 2003

**SUBDIVIDER:**

[Signature]

James A. Wilcox, Wilcox Ranch, a Limited Partnership

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ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF NATRONA

James Wilcox, acknowledged the foregoing instrument before me this 19th day of June, 2002.

[Signature]

My Commission Expires: Aug 14, 2005

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