BOARD OF COUNTY COMMISSIONERS - KITRELL'S KOURT II

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ___,
1979, by and between the Board of County Commissioners,
Natrona County, Wyoming, hereinafter referred to as "Board", and Jim
Kitrell, Jr., hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is the legal owner of all lands which comprise
Kitrell's Kourt II Subdivision, a subdivision of Natrona County,
Wyoming, a copy of a plat which is attached hereto as Exhibit "A", and
made a part hereof; and

WHEREAS, the owner has requested that the Board of County Com-
misioners approve said plat under the terms and conditions of the Wyo-
ming State Statutes; and

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

WHEREAS, it is the mutual desire of the parties hereto to
establish a written record of this agreement with respect to said sub-
division and the development thereof, whereupon the Board will approve
the subdivision plans under the provisions of the Wyoming State Stat-
utes.

NOW, THEREFORE, the parties hereto agree as follows:

I.

OBLIGATIONS OF OWNER

The owner, within 60 days after receiving written direction
from the Board, shall, at his sole cost and expense, do or cause to be
done the following:

1.1 Surveying:

A. Set all subdivision corners and 1/16th corners with
2" diameter brass caps, in concrete, showing the
number of the corner, identifying initials of the
surveyor or company making the survey. If the
original outside boundary marker is in a location likely to be oblitered 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 No. 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 digging work 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 acting County Surveyor and upon completion of the roadway construction.

1.2 Roadway Classification:

A. Internal access will be provided via two 20'0" and one 25'0" private easements. Said easements shall be graded and have a minimum of 6" of grading "w", as defined by the Wyoming Highway Department Specifications, 1974 Edition.

B. The acting County Surveyor based upon a soils test prepared and certified by the owner or owner's engineer, may alter the above construction standards.

1.3 Construction of Roadways:

A. All work done on roadways within the subdivision shall conform to the specifications set forth herein and shall cover the preparation and placing of crushed aggregate base surfacing on roads within the County. Prior to the construction of aggregate base surfacing, all soils tests shall be submitted to the acting County Surveyor for his review and approval.

B. Crushed Base Aggregate:

Gravel used for crushed base surfacing shall be composed of clean, hard, durable, natural stone or aggregate having the following gradations after crushing is completed.

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing by Weight</th>
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<tbody>
<tr>
<td></td>
<td>Minimum</td>
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<tr>
<td>1&quot;</td>
<td>95</td>
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<tr>
<td>3/4&quot;</td>
<td>70</td>
</tr>
<tr>
<td>#4</td>
<td>40</td>
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<td>#8</td>
<td>30</td>
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<td>#200</td>
<td>3</td>
</tr>
</tbody>
</table>

The crushed stone shall have a percentage of wear not more than 50% when tested in accordance with A.A.S.H.O. T96 (Los Angeles Abrasion Test).
The fraction passing the No. 4 sieve shall have a plasticity index of not greater than 6, as determined by A.A.S.H.O. T-39, T-90 and T-91.

The fraction passing the No. 4 sieve shall be composed of at least 35%, by weight, of particles having at least one fractured face.

There shall be no soft lumps, clay balls, or thin elongated stones, in excess of 3% of the total sample.

C. Placement of Crushed Base:

A crushed base must be applied in accordance with the Natrona County Standards and subject to the approval of the acting county surveyor.

1.4 Construction Sequence:

All roadways within the subdivision shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in surfacing or other off-site improvements.

1.5 Maintenance of Roadways:

Maintenance of all roadways within the subdivision shall be the responsibility of the owner.

1.6 Certification:

The owner shall certify, in writing, that the roadways within the subdivision have been constructed to the specifications set forth in this agreement. The owner shall maintain the same for a period of one year from the date of certification, at which time the acting county surveyor or other designated county official will inspect the construction thereof, for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove said roadway construction, in writing, and so notify the owner. If said roadway construction is disapproved, the County shall notify the owner of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within a specified time frame, the Board may proceed with legal action for non-performance of this agreement.

1.7 Grading and Erosion Control:

A. Top soils shall be removed, stock piled and replaced.

B. Fill areas shall be filled in 6" lifts and compacted to optimum moisture and density.

C. Moisture content shall be within ±2% of percentage points of optimum.

D. Compaction shall be 95% of A.A.S.H.O. 99.

E. An approved erosion control plan must be submitted to the County Engineer and County Planner prior to approval of the final plat by the Board. Said erosion control plan shall be attached hereto as Exhibit "B".
F. The owner shall reseed all construction easements and exposed slopes, including approaches, in accordance with acceptable standards established for Natrona County. Said method of reseeding must be approved by the County Road and Bridge Superintendent and the County Planner.

G. The erosion control plan shall include a provision to prevent the overgrazing of the land by livestock as well as a conservation plan for the revegetation of the area.

1.8 Street Signs and Other Traffic Control Devices:

Street signs and other traffic control devices shall be furnished and erected at all intersections, regardless of other route markings in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways. This shall include the following:

A. Stop signs shall be 30" by 30" with a mounting height of not less than 6'. Said signs shall be mounted on a 2" galvanized pipe set in concrete and located on the right side of the roadway when approaching the intersection.

B. Street signs shall have a green background with white numbers or lettering (letters minimum of 3" in height). The signs shall be mounted on a 2" galvanized pipe set in concrete and located on the left side of the intersection, 6' off of the shoulder. The mounting height shall be 2' from the bottom of the sign.

1.9 Storm Sewer Requirements:

A. Minimum 18" diameter culverts shall be installed at all crossings and approaches and other obstructions, as required by the acting County Surveyor. Said culverts shall conform to the requirements of A.A.S.H.O. M-F4 or A.S.T.M. A-142 for the specified diameter and strength class.

B. The owner shall provide the acting County Surveyor and County Planner with a complete plan or profile of all proposed drainage.

C. The owner shall certify, in writing, that the culverts have been installed to the specifications set forth in the Natrona County Subdivision Regulations and this agreement, and shall maintain the same for a period of not exceeding one year after the certification, at which time the acting County Surveyor or other designated County official will inspect the installation thereof, for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove the installation of the culverts, in writing, and so notify the owner. If said culvert installation is disapproved, the County shall notify the owner of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within a specified time frame, the Board may proceed with legal action for non-performance of this agreement.
1.10 Water Service:

Water Service shall be provided by the Wardwell Water and Sewer District. Approval of the water supply system from the Department of Environmental Quality is attached here as Exhibit "C" and is hereby made a part of this agreement.

1.11 Sewer Service:

Sewer service shall be the responsibility of each individual property owner, however, the Natrona County Health Department must approve the subdivision for the location of septic tank systems. In addition to approval by the Health Department, the owner must provide the Board with a copy of the percolation tests for each lot which must be certified by an engineer. Said test results shall be filed and recorded with the contract documents between the owner and the Board, and are attached here as Exhibit "D".

1.12 Utilities:

All utilities shall be underground.

1.13 Covenants:

The owner shall prepare and submit a copy of the covenants for said subdivision to the Board, which shall be attached hereto as Exhibit "E", and made a part hereof. The covenants shall conform to the zoning district in which the subdivision is located.

1.14 Financial Commitment:

In order to assure the Board that the owner has sufficient financial resources to complete the off-site improvements set forth in this agreement; such as, construction of roads, culverts, and the installation of street signs and other traffic control devices, as well as the implementation of an erosion control program; etc., the owner shall submit to the Board an irrevocable letter of credit, or post a performance bond in the amount of the estimated cost of the off-site improvements, as established and certified by the owner's engineer and approved by the Board. At the option of the Board, the Board may permit the owner to construct the off-site improvements in phases, under such terms and conditions as approved by the Board. If the owner is permitted to construct the off-site improvements in phases, the irrevocable letter of credit or performance bond may be reduced to the amount of the estimated cost of a specified phase of the off-site improvements, as certified by the owner's engineer, or the requirement of a performance bond or letter of credit may be waived. The owner agrees to complete the construction of all off-site improvements set forth in the first phase of development in accordance with this agreement, prior to the sale of lots in the second or subsequent phase of the subdivision development. The owner, upon completion of construction of the off-site improvements for the specified phase of construction, shall notify the Board in writing of their completion. If the off-site improvements are not rejected by the Board, or their designee, in writing, within 15 working days from the date of notification, the owner can assume that the
specified phase of construction of said off-site improvements has been approved. The owner further agrees that if he deviates from the above without written approval from the Board, it shall be considered non-compliance with this agreement and the owner will be liable for any and all actions taken by the Board toward the enforcement of this agreement. In addition, the owner agrees to notify the Planning Director, in writing, seven (7) days prior to beginning said construction so that a proper inspection schedule can be established. If, in the opinion of the Board or its designee, the work is satisfactory and is progressing in a timely manner, the Board or its designee may issue an order to proceed to the next phase prior to completion of the previous phase.

1.15 Subdivision of Lots:

The owner agrees that there will be no further subdivision of lots unless replatted and submitted to the Board for their approval.

1.16 Public Sites and Open Spaces:

The owner shall pay to the County a cash amount equal to 6% of the raw land value of the total land area of the subdivision for parks, playgrounds or other public uses. For the purposes of this agreement, the raw land value has been determined to be $15,000.00, which will require the owner to make a cash contribution equal to $900.00.

1.17 Compliance with Applicable State Laws:

The owner agrees to comply with all State laws and rules and regulations promulgated thereunder.

1.18 Hold Harmless Clause:

The owner further specifically agrees to hold the Board and any persons acting by and through the Board harmless from any claims or causes of action whatsoever brought against it as a result of the owner's negligence in complying with the terms of this agreement, and further to indemnify the Board and all persons acting by, through and under the Board from any claims or causes of action whatsoever arising out of the owner's negligence in complying with this agreement. Further, that this hold harmless clause and indemnification shall expire upon completion of the terms of this agreement by the owner.

II.

OBLIGATIONS OF BOARD

The Board shall rezone or cause to be rezoned all lots within Kittrell's Kourt II from O-D (Open District) to R-M (Mixed Density Residential) with the provision that a conditional use permit be approved permitting the location of a mobile home park in said zone.
THIS AGREEMENT shall be binding upon and shall inure to the benefit of all parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

John P. Burke, Chairman
Commissioner

Frank J. Adcock
Commissioner

OWNER
KITTRELL'S KOURT II

Jim Kittrell, Jr.

275658
ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by John P. Burke,
Chairman; Nat Fowler, Commissioner; and Frank R. Schmitt,
Commissioner; this 11 day of Sept., 1979.

Witness my Hand and Official Seal.

John Benardino
Notary Public

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Jim Kittrell, Jr.,
as owner of Kittrell's Kourt II, this 30th day of August,
1979.

Witness my Hand and Official Seal.

Seymour A. Loftin
Notary Public
EROSION CONTROL CONSERVATION PLAN

Date:

Name of Applicant: James W. Kittrell, Jr.
Business Address: Employed by Petrochemics Co., Shirley Basin, Ph. 366-4341
Home Address: 122 North Grant St. Ph. 265-5687
Subdivision: Kittrell's Kaurt II: NW 1/4 SW 1/4 Section 20, T 34 N, R 74 W, of 6th Principal Meridian, Wyoming Lot 7
Subdivision: Hartman

I, James W. Kittrell, Jr. hereby submit to the Board of County Commissioners, Natrona County, Wyoming, a plan to remove the natural top soil, trees, and other vegetation and alter the existing contours through grading for the construction of roadways, utility installations, building sites or development in the Kittrell's Kaurt II Subdivision, which is located 7.5 miles North of the City of Casper and is more specifically identified on the attached plat or drawing.

If approved by the Board, this soils erosion plan shall:
A. Become a part of the written agreement between the owner and the Board; and
B. Become a part of the covenants established by the owner.

The soils erosion plan shall consist of the following information:
1. Total acres of land in the subdivision. 1.878 Acres
2. Total acres of land in the subdivision to be exposed through grading for the construction of roadways, utility installations, building sites or development. .23 ACRE
3. The soil classification(s), in accordance with the Unified Soils Classification System. N1-A Sand Creek Loamy Sand
If more than one soil classification is involved, a map showing the soil classifications shall be attached.
4. A map showing the existing and proposed contours.
5. The type of vegetation to be removed from the exposed areas (major types and common names only). Sagebrush
6. Maximum slope of the exposed areas (cut slope, fill slope, etc.) less than 3 percent.
7. The proposed method of stripping, storing and replacing of topsoil. Minimum amount to be removed. Topsoil placed on Mobile Home Lots.

If special erosion problems exist, check the appropriate: (a) Active sand dunes; (b) Alkali areas; (c) Bentonite areas; (d) Other.

The following procedure is required: When stripping top soil from the designated area; brush, grass, agricultural crops or other suitable material shall be retained as mulch and incorporated into the top soil. Unless the top soil can be placed directly on the prepared slopes or exposed areas, the top soil shall be stockpiled for future use to cover embankments, cut slopes and other exposed areas. The top soil shall be placed in a uniform manner to a depth commensurate with the quality of top soil available and the area to be covered. Top soil shall be keyed to the underlying material by scarifying along contours to a
depth of approximately six inches. In urban type developments, which have a density of 3 units per acre or more, the owner, during the time the exposed area is being re-vegetated or built upon, shall control blowing dust by either watering or installing snow fence in accordance with Section 10.

8. The proposed method of reseeding or revegetation of the exposed areas. Only area exposed will be a 30 foot roadway. No reseeding should be necessary.

The following procedure is required: Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and, where necessary, soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the soil has been uniformly spread, the area shall be scarified along the contours to a depth of approximately six inches leaving furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation. Areas not suitable for scarifying shall be left in a condition satisfactory to the Board or the Board's designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon a soils analysis, or 40 pounds of available nitrogen and 20 pounds of available phosphorus per acre. Grain straw or grass hay shall then be used at a minimum rate of two tons per acre and anchored to the surface with a disk or coulter mulching machine. The area shall then be seeded using a grain drill with a grass seed attachment or special grass drill. The seeding requirements shall be in accordance with Exhibit "A". Planting depth shall be 1/2 inch to 1/4 inches. Seeding shall be applied between the time the frost leaves the ground in the Spring and before the frost enters the ground in the Fall. The preferable period of seeding is early Spring or late Fall. Should the owner seed the area through the hot months, he would be required to water. Seeded areas must be protected until the new grass seedlings are thoroughly established. Hydraulic mulching will be acceptable after the grass seed has been drilled. Excelsior mats will be acceptable in lieu of mulching.

9. The proposed method of maintaining slopes or exposed areas after mulching and seeding. Not Applicable.

The following procedure is required: Once an area is mulched and seeded, all surface exposure (grazing and vehicular traffic) shall be prohibited. Reseeding, if necessary, shall follow the procedures outlined in Section 8.

10. The proposed method of controlling wind erosion on those areas that are developed at a time when grass seeding is not practical or the exposed areas will lie fallow for a short period of time (less than 6 months) ______ Not Applicable

The following procedure is required: Snow fences shall be located at right angles to the prevailing winds and spaced at intervals of approximately 50 feet. The first fence must be located at the windward edge of the exposed area and continue across the entire site.
11. The proposed method of controlling water erosion on steep slopes or other applicable areas. **Not Applicable**

The following procedure is required: Matting strips (jute matting) or excelsior blankets shall be placed on the prepared slope or other exposed areas parallel to the flow of water. Each strip or blanket shall be laid flat without stretching. When jute matting strips or excelsior blankets are used to prevent erosion, the surface shall be prepared, seeded and fertilized as specified above. When more than one strip or blanket is required to cover an area, matting shall be overlapped four inches along the edges and ends. The matting shall be held in place by means of staples driven vertically into the soil. Staples shall be spaced not more than three feet apart in three rows for each strip or blanket, with one row along each side and one row alternately spaced in the middle. All ends of the matting or blanket shall be stapled. Matting shall be spread evenly and smoothly and in contact with the soil at all points. The matting shall be pressed into the soil with a light lawn roller or similar method.

12. The owner may submit to the Board for their review and approval an alternate method of erosion control other than that required in paragraphs 7 through 11, inclusive. The alternate method shall be denied within 45 days after officially being submitted to the Board, or the owner can assume that the alternate method has been approved by the Board.

13. If the owner fails to initiate or complete the above Erosion Control Conservation Plan, and if the County, at its sole discretion completes any erosion control conservation program that is acceptable and approved by the Board, the owner agrees to pay to the County all costs incurred in initiating and completing the erosion control conservation plan that is acceptable and approved by the Board.

14. This Erosion Control Conservation Plan shall be binding upon and shall inure to the benefit of all parties hereto, their successors and assigns.

15. The Conservation District is available for consultation on erosion control projects on a voluntary basis.

16. Review and recommendations by the Board or authorized designee:

______________________________  ________________________________
OWNER OR AGENT                  BOARD OF COUNTY COMMISSIONERS

______________________________  ________________________________
Date Sept. 11, 1979            Date Approval Sept. 14, 1979

275658
<table>
<thead>
<tr>
<th>Type of Soil</th>
<th>Sod Former: 1/2</th>
<th>Bunchgrass: 1/2</th>
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</thead>
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<td>Sandy Soils</td>
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<tr>
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<td>Clay Soils</td>
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<td>Saline Soils</td>
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<tr>
<td>Drilled Seedings</td>
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<td>Drilled Seedings PLS/Acre Irrigated</td>
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<td>28</td>
<td>32</td>
</tr>
</tbody>
</table>

LEGUMES: Alfalfa, White Clover

NATIVE GRASSES: Canada Bluegrass, Blue Stem Bluegrass, Purple Needle Grass, Needlegrass, Stipa Koeleri, Sideoats Grama, Stipa Tenuifolia, Prairie Sand Drop Grass, Tawny Grass, Willow Grass

INTRODUCED GRASSES: Garrison Postfall, Intermediate Wheatgrass, Puccinellia, Brome Grass, Red Canary Grass, Tall Wheatgrass, Timothy

1/ When broadcast seeders are used, the seeding rate will be doubled.

2/ All legumes will be inoculated with appropriate culture.

3/ All legumes will be inoculated with appropriate culture.

4/ Except as otherwise noted, all legumes will be inoculated with appropriate culture.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(e).
ACKNOWLEDGMENT

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by James W. 

Natasha, this 11 day of Sept., 1979.

Subscribed and Sworn to this 11 day of Sept., 1979.

{Signature}
Notary Public

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by Joshua L. 

Busier, this 11 day of Sept., 1979.

Subscribed and Sworn to this 11 day of Sept., 1979.

{Signature}
Notary Public

275658
PERMIT TO CONSTRUCT

Exhibit "C"

New

Renewal

Modified

Permit No. 78-681RRK

Trailer Park No. 2 for Jim Kittrell Jr.

(Name of Facility)

This permit hereby authorizes the applicant:

Kittrell, James W. Jr.

(Last) (First) (Middle)

122 North Grant Street

(Street or P.O. Box)

Casper, Natrona, WY 82601

(City) (County) (State)

to construct, install, or modify a water and sewer system facility located in Sec. 20, T34N, R79W

(Legal Description)

in the County of Natrona, in the State of Wyoming. This permit shall be effective for a period of two (2) years from the date of issuance of this permit not to exceed five (5) years.

AUTHORIZED BY:

[Signature]

Water Quality Division

Wyoming Dept. of Environmental Quality

July 5, 1979

Date of Issuance

"The authority to construct granted by this permit does not mean or imply that the Wyoming Department of Environmental Quality guarantees or insures that the permitted facility, when constructed, will meet applicable discharge permit conditions or other effluent or operational requirements."

This permit does not supersede the requirements for obtaining a Septic Tank Permit from Natrona County Health Department.
November 16, 1978

Patterson/Weber & Assoc.
437 South Spruce
Casper, WY 82601

RE: Percolation Rate
J.E. Hutt Trailer Court and Kittrell Trailer Court

Dear Mr. Patterson,

I hereby declare that percolation tests have been performed on the proposed locations of the distribution field for the J.E. Hutt Trailer Court and the Kittrell trailer court.

The percolation rate is 10 minutes to the inch.

Very truly yours,

J.E. Hutt
LEASE

THIS AGREEMENT, made this [ ]th day of [ ]

between James W. Kittrell, Jr., hereinafter referred to as

"Lessor," and [ ]

hereinafter referred to as "Lessee(s),"

WITNESSETH:

That Lessor, for and in consideration of the covenants and
agreements hereinafter mentioned, to be kept and performed by
Lessee(s), (his) (her) (their) executors and administrators, have
denised and leased to Lessee(s) all those premises situate, lying
or being in the State of Wyoming, known and described as:

Space No. [ ] of Kittrell's Court [ ]

together with all necessary appurtenances.

TO HAVE AND TO HOLD the above-described premises unto

Lessee(s), from [ ] for and during and until:

or until [ ] and Lessee(s), in
consideration of the leasing of the premises aforesaid by Lessor,
covenant(s) and agree(s) with Lessor, their heirs, executors,
administrators and assigns, to pay to Lessor, as rent for said
premises, the sum of [ ]

($) per month, payable on the [ ]th day of each and
every month in advance. Lessor hereby acknowledges receipt of
the sum of $ [ ], which constitutes $ [ ] for the first month's rent and $ [ ] for the last
month's rent. Acceptance of a late rental payment by Lessor
shall not constitute a waiver of Lessor's right to receive future
rental payments on the date required herein and to declare the
termination of this Lease where Lessee(s) fail(s) to make the
rental payments as required.

AND, LESSEE(S), further covenant(s) with Lessor that Lessee(s)
(has)(have) received said premises in good order and condition
and at the expiration of the time mentioned herein will yield up

[Signature]
said premises to Lessee in as good order and condition as when they were entered upon by Lessee(s), ordinary wear excepted, and also will keep said premises in good repair during the tenure of this Lease at Lessee(s) own expense. Lessor shall have the right to enter the premises and to make repairs when he deems it necessary. Lessor acknowledges receipt of the sum of $____ as a deposit to insure that Lessee(s) will yield up the premises in good order and condition, said sum to be returned to Lessee(s) upon the termination of this Lease if the condition of the premises meets with the approval of Lessor. Provided however, that the above-mentioned deposit shall also be given to hold the premises open for the Lessee(s) for a period of ten (10) days in preference to other potential Lessee(s) and if Lessee(s) shall not thereafter take up the premises the deposit shall be forfeited to Lessor as liquidated damages for holding the premises open. If any legal action is required to evict Lessee(s) all of Lessee's deposit is automatically forfeited, to Lessor as liquidated damages for evicting Lessee(s).

AND LESSEE(S) further covenant(s) with Lessor that Lessee(s) will not make alterations to the premises, including, but not limited to, painting, removing fixtures or appurtenances, excavating, landscaping, or remodeling without first obtaining the express written approval of Lessor. All additions, alterations, and improvements to the premises by Lessee(s) shall become the property of Lessor upon the termination of this Lease.

AND LESSEE(S) further covenant(s) with Lessor that Lessee(s) will abide by the following covenants:

1. Each Lessee must maintain the trailer space leased. Lessee shall not allow papers, rags, bottles or other trash to accumulate around or beneath your mobile home. Nothing may be stored under trailers. No poles or other structures may be erected without permission of the management.

2. Lessor reserves the right to enter the premises of any lot, to clean up rubbish, or to take any other action required to maintain the premises as required by this Lease. Any charge for labor will be the responsibility of the Lessee.

3. The heater tapes must be on all exposed water lines and Thermaline heaters must be plugged in during winter months. Lessee will be responsible for damage to Thermaline heaters caused by freezing.

4. Each Lessee of the premises is entitled to the quiet enjoyment of that portion of the premises which that Lessee occupies.
Any Lessee interfering with the quiet enjoyment of the premises by any other Lessee shall be deemed to be in default of the terms and conditions of this Lease and shall be subject to eviction within (72) hours after receiving written notice to quit, vacate and vacate the premises.

5. Sleeping outside the mobile home is not allowed.

6. Repairing or overhauling cars is not permitted on the premises. Cars shall not be washed in front of lots. Automobiles, trailers, and other vehicles shall not be painted with any kind of spray painting device while located upon the premises.

7. Loud motorcycles or automobiles are not allowed.

8. No pets or livestock shall be allowed on the premises without the express written approval of the Lessor prior to bringing the pet or livestock upon the premises.

9. Management will not be held responsible for damage, injury, or loss by accident, theft, or fire to either the property of Lessee, Lessee’s family or Lessee’s guests.

10. All lots on the premises shall be occupied as a single family dwelling units. No children shall be allowed to live on the premises. (No Inlaws or friends visiting in excess of one (1) month).

11. Lessee’s mobile home may not be sold or rented with the understanding that the buyer may retain the same lot, without first obtaining the prior written approval of the Lessor. The rental of a mobile home space does not include the privilege of using such space for the purpose of negotiations or sale of merchandise.

12. Proper skirting for each mobile home shall be provided by Lessee within thirty (30) days after beginning occupancy of the premises.

13. Fire arms, air rifles, BB guns, bows and arrows, or other similar dangerous instrumentalities shall not be used upon the premises.

14. Please inform your visitors and guests of these rules. Lessee will be held responsible for any family members or guests who violate these rules.

15. Each mobile home shall be expressly approved by Lessor before placement on the premises. Lessor shall direct the placement of each mobile home on the premises.

16. Lessee shall, in the interest of the welfare and safety of others, observe a speed limit of five (5) miles per hour while on the premises.

17. Water, sewer, and electrical connections are the responsibility of each Lessee. Each Lessee shall be responsible for providing adequate garbage removal service and for maintaining a clean garbage disposal area.

18. Due to the existence of extensive underground utility facilities no excavation or digging shall be allowed without the express prior written approval of the Lessor. Lessor's permission shall also be obtained before planting any trees or shrubs.

19. Violation of any law or ordinance of the city, county, state or federal government will be sufficient basis for termination of the Lease by Lessor.

20. Lessee shall not alter, adjust or tamper with meters, switch boxes or utility connections.

21. Each Lessee shall be mutually responsible to maintain a shared sewer system. No parking of vehicles, digging, building, or anything which may in any way damage the designated leaching field will not be allowed. Only water, animal waste, and regulation disposable diapers, sanitary napkins, paper towels; etc. may not be flushed down the sewer system. Unless the cause of damage to the sewer system may be attached to a specific Lessee(s), Lessee(s) will be mutually responsible for the cost of repairing the system.

22. Lessee shall not assign this Lease nor sublease the premises without prior written approval of Lessor.

23. Lessor will provide each Lessee with a twenty-five foot heavy duty extension cord, type: 

for Thermaline heater to be placed under each

275678
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).
Upon Lessee(s) leaving the premises above-described at the
termination of this Lease, all property belonging to Lessee(s)
shall be immediately removed therefrom. Any property remaining
shall become the property of Lessor, and Lessor shall be free to
dispose of the same in any manner.

WITNESS the hands and seals of the parties aforesaid this

___day of ___________________, 20___.

LESSOR:

Address: 122 N. Grant St.
Phone: 265-5169

LESSEE(S):

Phone: ___________________

________________________