

LOTS 1 & 2, NEW DELTA ADDITION NO. 2  
SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 4<sup>th</sup> day of November, 2003, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as "City," and East Land Development Company, P.O. Box 3003, Casper, WY 82602, and 407, LLC, P.O. Box 3003, Casper, WY 82602, hereinafter referred to as "Owners."

WHEREAS, Owners have applied to replat Tract "A", Centennial Hills Addition & Lot 2, New Delta Addition to create Lots 1 & 2, New Delta Addition No. 2, comprising 8.4 acres, more or less, a copy of the attached Plat which heretofore has been approved by the City of Casper, is a simultaneous act with the execution of this agreement; and,

WHEREAS, a plat has been prepared, which has been designated as Exhibit "A", which is hereby made a part of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 - OBLIGATIONS OF OWNERS.

Upon written demand of the Council or the City Manager, the Owners their heirs, successors or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

1.1 Surveying:

- a. All subdivision corners and 1/16 corners shall be marked with 2" brass caps. These caps shall be set in concrete and shall show the number of the corner, elevation of the corner, identifying initial of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. The 1/16 corner shall be properly marked and verified as to the location, true elevation, and reference.
- b. Block and lot corners, points of tangency (PT's), and points of curves (PC's), shall be marked by ½" by 18" rebar driven flush with the ground surface, and identified by an aluminum cap. Points of intersection (PI's) of all blocks, and the PT's and the PC's of all curves shall be witnessed on site by an iron pin at the construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of lot and block corners will not be necessary. Said markers shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- c. A record of all elevation data for the addition of the 1/16 corner shall be submitted to the Public Services Director prior to the issuance of any building permit.

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- d. A digital copy of the Final Subdivision Plat shall be provided as required by Section 16.20.070(P) of the Casper Municipal Code.

1.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, sidewalks, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owners shall receive the approval of the Public Services Director or designated authority for any and all phases of construction.

1.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by an engineer registered in Wyoming, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- b. The Owners shall maintain, repair, and replace, if necessary, all the improvements for a period of one (1) year from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of third parties. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said street dedicated to the public. In the event the Owners fail to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owners agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owners from their obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Streets, sidewalks, curbs, and gutters shall be constructed in accordance with the 1986 AASHTO Manual "Guide for the Design of Pavement Structures" or an equal standard approved by the Public Services Director. The Owner or his assignee shall maintain adjacent sidewalks and, prior to any lot sales, the Owner shall so advise its purchasers of the obligation of maintenance and shall replace any sidewalks, curb and gutters, or curbwalk that was broken during construction.

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1.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All streetlights shall be installed in compliance with City of Casper street lighting standards at the Owner's sole expense.

1.5 Soils Analysis:

The Owners shall provide the Community Development Department with a soils analysis and subdivision lot drainage plan. Individual lot test bores will be required on each lot, with a soil analysis for the foundation design, and shall be approved by the Community Development Director and the City Engineer, prior to the issuance of a building permit.

1.6 Stormwater Management:

At such time that the City Council elects to proceed with a drainage basin or sub-basin wide stormwater management program, the Owners shall be required to participate with a proportionate share of the total costs for the stormwater management facilities that would be required to mitigate any adverse basin or sub-basin runoff impacts from the subject property.

The Owner shall submit and have approved a drainage study and grading plan prior to commencement of any grading work on the subdivision. Drainage easements shall be established prior to the recording the plat.

1.7 Erosion Control Program:

An earthwork permit shall be obtained from the City Engineer prior to any earthwork-taking place in the Addition. The Owners are required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of Five Cents (\$.05) per square foot with a minimum amount of One Thousand Dollars (\$1,000.00). It shall be the obligation of the Owners to keep any bond or letter of credit in full force and effect. As provided herein, the Owners shall furnish proof of the same upon demand of the City.

1.8 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owners shall be designed and certified by a Wyoming registered professional engineer, with said plans being approved by the Public Services Director and Community Development Director. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot Owners.

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1.09 Issuance of Building Permits:

All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code, Section 16.12.030.

1.10 Water and Sewer:

- a) Curb boxes shall be left behind the sidewalk in front of each lot and the Owners shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owners shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owners directly for said cost. The Owners shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b) The Owners shall construct the necessary water lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owners' engineer and approved by the City. Water line sizes shall be as determined by the City.
- c) The Owners at their cost shall install water service lines in accordance with City specifications to the property line so as to serve each lot or building site in the addition.
- d) The Owners shall construct the necessary sewer lines to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owners' engineer and approved by the City. Sewer sizes shall be as determined by the City.
- e) The Owners, at their own cost, shall install sewer service lines, in accordance with City specifications, to the property line so as to serve each lot or building site in the Addition.
- f) The Owners shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the City's satisfaction. The Owners shall adjust such manhole rings and covers to finished grade. The Owners agree to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owners, and said obligation shall continue until the sewer line and the system within the Addition is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owners of the obligations herein imposed in the event of damage by reason of future sewer construction within said Addition.

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- g) Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owners will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h) All necessary easements up to and through the subdivision shall be obtained by the Owners. The Owners promptly shall deliver easements in a form acceptable for recording, wherever reasonably required for the purposes of enabling the City to install, maintain, and repair its sewer lines, water lines, fire hydrants, and future bikeway/pedestrian pathway.

1.11 Public Sites and Open Spaces:

Section 16.32.020 of the Casper Municipal Code specifies that only residential subdivisions are required to dedicate parkland to the City. Therefore, the Owner is not required to satisfy any public sites and open space requirements.

1.12 Street and Traffic Signs:

Owners shall be responsible for the entire cost of materials and installation of all necessary street and traffic signs, as determined by the Public Service Director. Owners shall maintain, repair or replace, for any cause including acts of third parties, for a period of one (1) year from the date the certification is approved.

SECTION 2 - OBLIGATIONS OF CITY.

- 2.1 The zoning of Lots 1 & 2, New Delta Addition No. 2 shall be C-1 (Neighborhood Commercial) district.
- 2.2 Lots 1 & 2, New Delta Addition No. 2 shall be restricted to the following permitted uses:
  - a. Assisted living.
  - b. General and professional offices.
  - c. Medical clinics and health spas.
  - d. Parks, playgrounds, historical sites, and other similar recreational facilities.
  - e. Pharmacies
- 2.3 The City shall issue a building permit and occupancy permit for the buildings on Lots 1 & 2, New Delta Addition No. 2, an Addition to the City of Casper, under the terms of this agreement, upon performance by the Owners of the conditions set forth, in said agreement, and pursuant to Title 15 of the Casper Municipal Code. All building permits

will be issued by the Community Development Director in accordance with the Casper Municipal Code.

**SECTION 3 - REMEDIES.**

In the event the Owners fails to do, or fails to cause to be done, any of the requirements set forth in this agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owners, or their successors in interest.
- b. After written notice to the Owners of those items which have not been completed or properly completed, and upon failure to cure the same by the Owners within a reasonable period of time, the City may complete any and all of the public improvements required by this agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owners agree to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this paragraph are in addition to any other remedies specifically provided for in this agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owners further agree to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

THIS AGREEMENT shall be binding upon, and shall inure to the benefit of all parties hereto, their successors and assigns.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

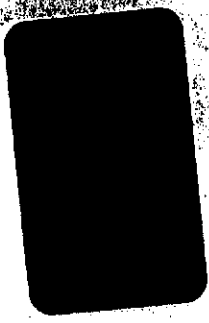
THE OWNERS represents by their signatures below, that there are no outstanding mortgages against the property to which this agreement relates; or, in the alternative, if a mortgage exists by its signature below the mortgage holder, and all mortgage holders consent to the terms of this contract on their own behalf and on behalf of their successors. In the event that the mortgage holder becomes the owner of the property, the mortgage holder is not bound to physically complete the improvements agreed to by Owners. Mortgage holder is not a guarantor of the

obligations of the Owners, except that mortgage holder's interest is subject to any dedications or other conveyances made by Owners to the public, the City or any other public entity. However, any other subsequent property Owners are obligated to complete the obligations of the Owners.

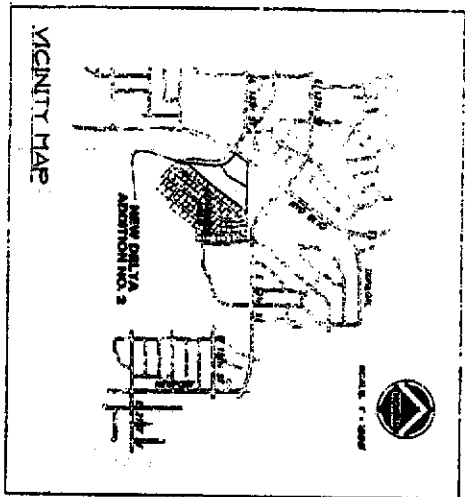
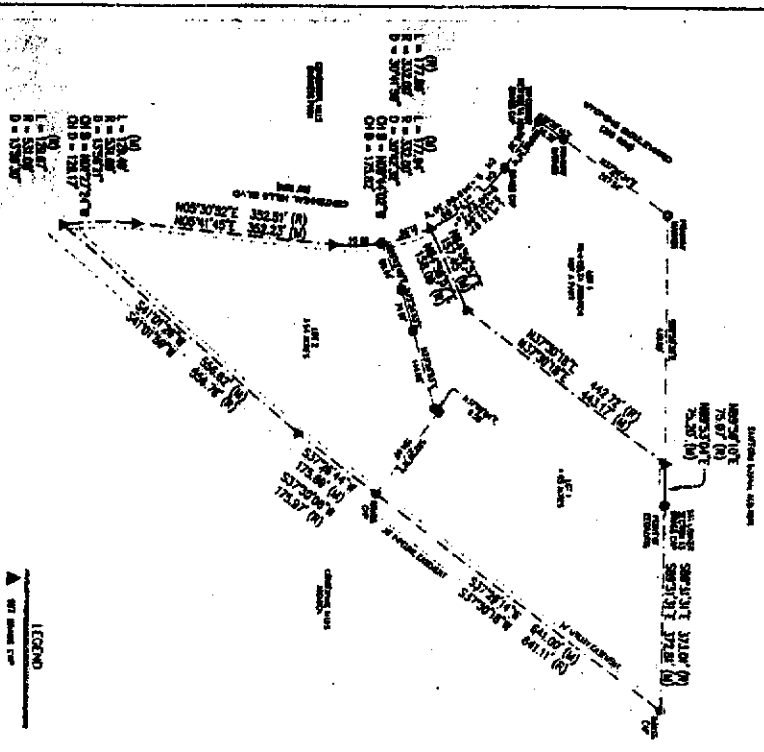
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.







**LEGEND**  
 ▲ SET POINT  
 ● SET POINT OF WATER  
 ○ FLOOD HAZARD AS SHOWN



**RECORDED**  
 THIS PLAN IS THE PROPERTY OF THE CITY OF CASPER, WYOMING, AND IS BEING RECORDED FOR THE CITY OF CASPER, WYOMING, AS SHOWN ON THE PLAN.  
 APPROVED AND AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.  
 CITY CLERK

**CERTIFICATE OF CREATOR**  
 STATE OF WYOMING  
 COUNTY OF NATRONA  
 I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the City of Casper, Wyoming, and that the same is a true and correct copy of the original as the same appears on the records of the City of Casper, Wyoming.

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TRACI A. CENTENNIAL HILLS ADDITION AND  
 LOT 2, NEW DELTA ADDITION AS  
 NEW DELTA ADDITION NO. 2  
 TO THE CITY OF CASPER, WYOMING  
 BEING A PORTION OF THE  
 NORTHERN BARRACUDA SECTION 13, T24N, R79W, 6TH P14  
 NATRONA COUNTY WYOMING



STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Neil A. McMurry  
authorized representative of East Land Development Company, this 2<sup>nd</sup> day of  
October, 2003.

WITNESS my hand and official seal.



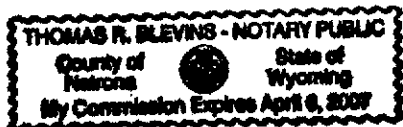
Thomas R. Blevins  
Notary Public

My Commission Expires: 6 April 2007

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Neil A. McMurry,  
authorized representative of 407, LLC, this 2<sup>nd</sup> day of October, 2003.

WITNESS my hand and official seal.



Thomas R. Blevins  
Notary Public

My Commission Expires: 6 April 2007