BOARD OF COUNTY COMMISSIONERS - TUDOR SPRINGS INDUSTRIAL PARK

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this _/___ day of ___, 1980, by and between the Board of County Commissioners, Natrona County, Wyoming, hereinafter referred to as "Board", and Elvin Booth and Paul Gillett, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is the legal owner of all lands which comprise Tudor Springs Industrial Park 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 Commissioners approve said plat under the terms and conditions of the Wyoming 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 subdivision and the development thereof, whereupon the Board will approve the subdivision plans under the provisions of the Wyoming State Statutes.

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 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 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 dirt moving 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 County Engineer and upon completion of the roadway and drainage construction.

1.2 Roadway Classification:

A. Tudor Springs Drive and Smith Drive shall be classified as rural collector streets with 80’ rights-of-way, 50’ earthgrade width, two 24’0” travelways, two 3’0” shoulders at 6:1 slope and two 15’0” drainage swales. Said roadways shall be graveled and have a minimum of 6” of grading “W”, as defined by the Wyoming Highway Department Specifications, 1974 Edition.

B. All other roadways within the subdivision shall be classified as rural local roads with 60’0” rights-of-way, 30’0” earthgrade width, two 12’0” travelways, two 3’0” shoulders at 6:1 slope and two 15’0” borrow pits. Said roadways shall be graveled and have a minimum of 6” of grading “W” as defined by the Wyoming Highway Department Specifications, 1974 Edition.

C. The north/south roadway common to the section line of Sections 8 and 9, shall have an 80’0” right-of-way, 40’ of which will be dedicated by Tudor Springs Industrial Park and 40’ of which will be dedicated at the time the land to the east of Tudor Springs Industrial Park is platted. (Border Road)

D. The County Engineer, County Road and Bridge Superintendent or Planning Director, based upon a soils test prepared and certified by a soils 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, soils tests shall be submitted to the County Engineer, County Road and Bridge Superintendent and County Planner for review and written approval.

B. Crushed Base Aggregate:

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

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing by Weight Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot;</td>
<td>95</td>
<td>100</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>70</td>
<td>95</td>
</tr>
<tr>
<td>#4</td>
<td>40</td>
<td>60</td>
</tr>
<tr>
<td>#8</td>
<td>30</td>
<td>50</td>
</tr>
<tr>
<td>#200</td>
<td>3</td>
<td>12</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. T-96 (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-89, T-80 and T-81.

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 written approval of the County Engineer and the Road and Bridge Superintendent.

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 Improvement Services District:

An improvement services district must be established for road maintenance and other purposes to be determined by the members of said service district. A provision for solid waste disposal must be included in said improvement services district, as well as a provision for maintenance of Tract "A".

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 County Engineer, County Road and Bridge Superintendent 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, in writing, 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 or -4 percentage of optimum.

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

E. An approved erosion control plan has been submitted to and approved by the County Engineer or County Planner and is attached hereto as Exhibit "A".

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, in writing, by the County Road and Bridge Superintendent, the County Engineer, and the County Planner.

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 4” 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 7’ 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 locations, as required by the County Engineer. Said culverts shall conform to the requirements of A.A.S.H.O. M-64 or A.S.T.M. A-142 for the specified diameter and strength class.

B. The owner shall provide the County Engineer 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 County Engineer 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, in writing, of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within 90 days after said notification, the Board may proceed with legal action for non-performance of this agreement.

1.10 Water and Sewer Service:

Water and sewer service shall be the responsibility of each individual property owner. The owner hereby agrees that no water wells or sewage disposal systems will be permitted on any lot within Tudor Springs Industrial Park unless said system is first engineered by a duly licensed professional engineer, registered in the State of Wyoming, and approved by the Natrona County Health Department, or by additional governing agencies, as required by County and State statutes. All sewage disposal systems requiring maintenance, repair or replacement shall be the responsibility of the lot owner. In the case of neglect of non-performance by the lot owner to an existing system, as determined by the Natrona County Health Department or other governing agencies, the Tudor Springs Improvement Services District will be charged with the responsibility of correcting such violation.

1.11 Utilities:

All utilities shall be underground or overhead.

1.12 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 "C" 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 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 any 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 of 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.

1.14 Resubdivision of Lots:

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

1.15 Final Plat, Deeds, Etc.:

The final plat, deeds, conditional sales agreements and solicitations for sale shall state that there will be no public water, sewer or road maintenance.

1.16 Plan and Profiles:

A plan and profile of Lots 13, 14, 30, 31, 37, 38, 52, 53, 62, and 63 shall be submitted to the Planning Director prior to the issuance of building permits.

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 or 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 zone or cause to be zoned all lands within

the Tudor Springs Industrial Park Subdivision from O-D (Open District) to IL (Light Industrial).

This AGREEMENT shall be binding upon and shall insure 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

Frank L. Schultz
Chairman

[Signatures]

Commissioner

Commissioner

TUDOR SPRINGS DEVELOPMENT CORPORATION
A Wyoming Corporation

ATTEST:

Elwin L. Booth
Secretary

Paul E. Gillett
President
ACKNOWLEDGEMENT

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Nat E. Fowler,
Chairman; Nat Jewett, Commissioner; and
Commissioner; Board of County Commissioners, Natrona County, Wyoming,
this 5th day of July, 1980.
Witness My Hand and Official Seal.

Nancy M. Anderson
Notary Public

My Commission Expires:

November 10, 1984

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Paul E. Gillett,
President; and Elvin L. Booth, Secretary; Tudor Springs Development
Witness My Hand and Official Seal.

Diane M. Jordan
Notary Public

My Commission Expires:

January 17, 1983
EROSION CONTROL CONSERVATION PLAN

Date: 1/16/80

Name of Applicant: LUNDGREN CONTRACTING D.B.A. LUNDGREN

Business Address: 80 Box 9761 Cheyenne, Wyo Ph. 266-3510

Home Address: Sand Ph.

Subdivision: TROOP SPRINGS INDUSTRIAL PARK

I, TROOP SPRINGS, hereby submit to the Board of County Commissioners, Natrona County, Wyoming, a plan to remove the natural topsoil, trees, and other vegetation and alter the existing contours through grading for the construction of roads, utility installations, building sites or development in the TROOP SPRINGS subdivision, which is located 15 miles West 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: 194.715

2. Total acres of land in the subdivision to be exposed through grading for the construction of roads, utility installations, building sites or development: 29 ACRES

3. The soil classification(s), in accordance with the Unified Soils Classification System. SEE ATTACHED MAP

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). SAGE, SAGEBRUSH, PRAIRIE GRASS

6. Maximum slope of the exposed areas (cut slope, fill slope, etc.) 3:1

7. The proposed method of stripping, storing and replacing of topsoil. AS BELOW

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.

The following procedure is required: Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and, where necessary, top soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the top 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 1/2 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.

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).

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.  

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 lawnmower 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
Natrona County, Wyoming

Date

Date Approved
BUILDING RESTRICTIONS AND COVENANTS

TUDOR SPRINGS INDUSTRIAL PARK, A SUBDIVISION IN NATRONA COUNTY, 

WYOMING BEING A PORTION OF SECTION 8 & 9, TOWNSHIP 34 NORTH, RANGE 81 WEST, 6TH P.R., NATRONA COUNTY, WYOMING AS THE SAME APPEARS OR 

THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF NATRONA 

COUNTY, WYOMING.

WHEREAS, Tudor Springs Development Company is the owner of all 

of the lots and tracts being Lot 1 through Lot 60 and Tract A of 

Tudor Springs Industrial Park, a subdivision in Natrona County, 

Wyoming and desires to establish in said subdivision a light 

industrial district wherein the construction and use of building shall 

conform to certain minimum requirements and each lot owner in 

consideration of his compliance with such requirements shall be 

protected against violation thereof by any other lot owner, and 

said Tudor Springs Development Company desires to provide for 

Tudor Springs Industrial Park IMPROVEMENT AND SERVICE DISTRICT, 

a non-profit association or corporation, to assess, assess and 

provide for those items shown in the accompanying petition and 

other affairs in said subdivision.

NOW, THEREFORE, in consideration of the premises, the uner-

signed, Tudor Springs Development Company does hereby make, impose, 

and establish the following building restriction, covenants and 

Improvement and Service District agreement on all of the lots in 

Tudor Springs Industrial Park, a subdivision in Natrona County, 

Wyoming, which shall be covenants running with the land as follows:

Article I

Protective Covenants

1.1 No trailer, mobile home, basement, tents, shack, garage, 

barn, or other out-building erected in the subdivision shall at any 
time be used as a residence or permanently placed except for temporary 
use during construction limited to 90 days.

1.2 No oil drilling, oil development operations, quarrying, 
or mining operations of any kind shall be permitted on any lot. Nor 
shall oil wells, tunnels, mineral excavations, or shafts be permitted 
on or in any lot.

1.3 Each lot shall contain a removable garbage container to be 
provided with tight fitting lid. Said garbage container will be 
maintained and concealed from sight by an enclosed structure.
1.4 Easements for installation and maintenance of utilities, storm water and ground water drainage facilities are reserved as shown on the recorded plat, and within each side yard building setback line. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or ground water drainage within the easements, or which may obstruct or retard the flow of storm or ground water drainage through the easements. The easement area on each lot shall be continuously maintained by the lot owner. Any damage incurred to maintain such utility in such easement shall be borne by the owner of such utility.

1.5 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that guard dogs, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and do not exceed two in number, except where conditional use is specified.

1.6 No structure shall be erected on any lot which is part of said subdivision, except that the same shall first be approved by the Architectural Committee established by the Improvement and Service District.

1.7 No water wells or sewage disposal systems will be drilled, constructed or permitted to remain on any lot unless said systems is first engineered by a duly licensed professional engineer registered in the State of Wyoming, checked and approved by the Natrona County Health Dept., or by additional governing agencies as required by local or state statutes. All sewage disposal systems required maintenance, repair, or replacement shall be the responsibility of the lot owner. In the case of neglect or non-performance by the lot owners to an existing system as determined by Natrona County Health Dept. or other governing agencies, the Tudor Springs Industrial Park County Improvement and Service District will be notified of the violation and will be charged with the responsibility of correcting such violation as provided by said Tudor Springs Industrial Park Improvement and Service District Petition.

1.8 No weeds, brush, rubbish, junk, garbage, trash, junk, or unlicensed cars shall be allowed or permitted to remain on any lot, nor shall any activity be carried on which shall become a nuisance or offensive to the owners of any other lot in said subdivision.

1.9 All construction shall be new and comply with the uniform building, electrical, plumbing, and fire codes, except as allowed by review of the Architectural Committee outlined above.

1.10 All construction and/or use of any lot within this subdivision shall comply with the requirements of the Natrona County Zoning Regulations for the Light Industrial Zone.

1.11 The restrictions and covenants set forth in this article may be altered, amended or variances allowed by Tudor Springs Development Company, or by a vote of two-thirds of the Board of Directors of the Improvement and Assessment District Architectural Committee, however, no amendments or variances shall be granted that specifically relate to public health without prior approval by the Natrona County Health Department or other involved governing agencies.

1.12 Definitions for the purposes of these Building Restrictions and Covenants shall be the same as the definitions provided in the Natrona County Zoning Regulations.