

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).

SUBDIVISION AGREEMENT

THIS AGREEMENT made by and between Nelson Associates Realty, a Wyoming Corporation, of Powell, Wyoming, hereinafter called SUBDIVIDER, and the City of Powell, a Wyoming municipality, hereinafter called CITY.

W I T N E S S E T H:

WHEREAS, SUBDIVIDER has prepared and presented to the CITY a final plat of the second filing of Crawford Subdivision, revising plats previously prepared, approved and recorded upon said subdivision and

WHEREAS, the actual development of said property is proposed to be done in phases beginning with the development of Lots 12 through 18, inclusive, 28, 29, 54 through 82, inclusive and 109 through 123, inclusive, of said Crawford Subdivision as shown upon the second filing thereof, including the alleys, streets and other areas adjacent thereto, said tract hereinafter referred to as PHASE I.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. The revised plat for all of the undeveloped portion of the Crawford Subdivision of the City of Powell has been submitted to the City and approved. The SUBDIVIDER intends and proposes that only PHASE I shall be developed and improved and sold at the present time. No part or portion of the remainder of said subdivision shall be sold or promised for sale and no building shall be constructed thereon and no building permit will be issued by the CITY for the construction of any building thereon until all improvements for such tract, required by the ordinances of the City or by this agreement to be constructed by the SUBDIVIDER have been constructed, approved and accepted by the CITY. This agreement shall not prevent the owner from selling all of the remainder of the subdivision as one single tract to a single purchaser, subject to the duties imposed upon the SUBDIVIDER by this agreement.

2. SUBDIVIDER may sell all of the lots in PHASE I as one single tract to a single purchaser, subject to the duties imposed upon SUBDIVIDER by this agreement, but otherwise, no deed shall be issued for any such lot or lots, no building shall be constructed thereon and no building permits will be issued by the CITY for the construction of any building thereon until all improvements required by this agreement or by the ordinances of the CITY to be constructed by or at the expense of the SUBDIVIDER have been constructed, approved and accepted by the CITY.

3. No construction except sidewalks, fences and streets shall be built upon the surface over utility easements, and particularly, the word "construction", as used herein shall be construed to include accessory buildings and no permanent structures of whatsoever kind or nature shall be placed over utility easements. This paragraph shall be construed to serve the purpose of preventing the SUBDIVIDER or any tenant or successor in interest from making any use of the surface over any utility to the easement for purposes of construction, maintenance, repair, replacement, and any other legitimate and customary requirement for access to utility lines, including the enlargement thereof, and any structures, including sidewalks and fences and any other construction whatsoever or shrubbery or other growth which shall be built upon or placed upon or allowed to grow upon the surface over utility easements by the annexer or its successors in interest, if required to be moved or destroyed in order for the utility to have access to its easements, shall be so destroyed or moved by the utility at the sole expense of the owner or occupant of the property, and the utility shall not undertake or have any liability or obligation whatsoever for reimbursement to the owner or tenant for the loss thereof. The term "utility" as used in this paragraph shall be construed to include the City of Powell, as well as any other utility companies providing utility service to the area of the subdivision.

4. The following improvements are required to be made by the SUBDIVIDER prior to the sale of any lots, the issuance of any building permits, or the construction of any buildings within the area of PHASE I.

a. All of the improvements required by Section 23.17 of the Revised Ordinances of the City shall be made within the area of PHASE I according to the ordinances and specifications of the CITY and at the expense of SUBDIVIDER and shall be and are hereby dedicated to the CITY. All such improvements except private driveways, shall, after they have been made as provided herein, be the property of the CITY, subject to complete management and control by the CITY, except for those portions of water, sewer and electrical lines which are located on the customer side of the point of service by the CITY to the individual customer.

b. The entire area of PHASE I shall be surveyed and corner markers set for each proposed lot, such corner markers to be set deep enough into the ground to allow the undeveloped area to be all at the expense of the SUBDIVIDER.

c. Multiple family dwelling developments shall take place only upon those lots designated on the final plat for such development, namely, Lots 74 through 79 and Lots 110 through 115.

5. SUBDIVIDER hereby agrees to set aside and reserve all of Lots 134 through 137 for use as a temporary park during the development of PHASE I. The temporary park shall be leveled and seeded by the CITY and shall be maintained by the CITY. Before PHASE II begins, the SUBDIVIDER will dedicate a tract of land to consist of not less than 2.00 acres, if at that time the CITY decides it wants a park. Otherwise payment will be made in lieu of land. The tract to be dedicated will be located between 10th Street and 14th Street, either within the subdivision or fronting on Division Street. When the CITY decides it wants a permanent park or payment in lieu of land, the CITY will release Lots 134 through 137 to the SUBDIVIDER.

6. The remainder of the subdivision may be developed by the SUBDIVIDER in phases, subject to written agreement with the CITY providing for the progressive development thereof in the installation of improvements therein by and at the expense of the SUBDIVIDER and the following additional requirements shall apply to development of areas outside of PHASE I.

a. The remainder of the alleys of the subdivision and all other improvements completed by the SUBDIVIDER at its expense in accordance with the CITY specifications in effect at such time.

7. The CITY agrees to extend the basic services, water and sewer systems, police protection, electricity and other services customarily available to residents of the CITY to the area to be annexed subject to the limitations herein provided. Such services are not required to be extended to any areas of the tract in which the SUBDIVIDER fails to fulfill any of its obligations herein provided.

8. The CITY shall assume ownership of and maintain dedicated parks and streets and all other improvements required to be made and dedicated herein.

9. This agreement shall be recorded in the records of Park County, Wyoming, and shall be binding upon the parties hereto and all of their successors in interest.

CITY OF POWELL

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk and Treasurer
SEAL

NELSON ASSOCIATES REALTY, a Wyoming Corporation

By: [Signature]
President

[Signature]
SEAL

STATE OF WYOMING)
)SS
COUNTY OF PARK)

Recorded July 22, 1981 at 3:45 P.
Book 62 Page 661 Park County
No 195604

The foregoing instrument was acknowledged before me by
Richard W. Heasler, J. R. Suchan, R. S. Nelson and William M. Woods,
this 21st day of July, 1981.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires:
Jan. 12 1982



ELECTRICAL EASEMENT

THIS AGREEMENT made and entered into this 27th day of April, 1987, by and between Metzler, Nelson and Moore Realty, of Park County, Wyoming, hereinafter called GRANTOR, and the City of Powell, Park County, Wyoming, a municipal corporation of the State of Wyoming, hereinafter called CITY,

W I T N E S S E T H:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to GRANTOR by CITY, the receipt of which is hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey to CITY, its successors and assigns forever, an easement to construct, operate, maintain and renew its lines for the transmission of electrical energy over, through and across the following described lands situate in Park County, Wyoming:

An easement located in Lot 75-A of Lot 75, Resurvey T. 55 N., R. 99 W., 6th P.M., Park County, Wyoming, being 20 feet in width, 10 feet on each side of the following described centerline. Beginning at a point on the north right-of-way line of Tenth Street as platted and dedicated with the Crawford Subdivision, an addition to the City of Powell, Park County, Wyoming, which point of beginning bears N. 46°52'07" E. at a distance of 33.52 feet from the southwest corner of said Lot 75-A, and thence proceeding S. 89°49'30" E. along the north line of Tenth Street a distance of 102.45 feet, thence N. 0°14'20" E. a distance of 273.24 feet, thence N. 37°17'15" E. a distance of 39.86 feet, thence N. 89°32'16" E. a distance of 232.20 feet, thence S. 60°37'24" E. a distance of 42.88 feet to the point of ending of said easement.

Together with and including the right of the CITY, its successors and assigns to erect, maintain and renew poles, wires, braces, guys, stubs, and other fixtures over, across and upon and through the above described premises, with the right of ingress and egress to and over said above described premises at any and all times for the purpose of patrolling, repairing or renewing or maintaining said lines, poles, and fixtures, and all other acts necessary for the enjoyment of the easement herein granted, and further including the right, privilege and authority to trim, or cut down, any trees or other shrubbery which may interfere with the construction, maintenance and operation of such lines.

Hereby releasing and waiving all homestead rights under and by virtue of the laws of this state.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals, the day and year first above written.



METZLER, NELSON AND MOORE REALTY,

BY: Richard S. Nelson
President
Title

ATTEST

BY: [Signature]
Secretary

STATE OF WYOMING)
COUNTY OF PARK) '88.

ACKNOWLEDGMENT

On this 27th day of APRIL, 1987, before me personally appeared RICHARD S. NELSON to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of Metzler, Nelson & Moore Realty, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said RICHARD S. NELSON acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 27th day of APRIL, 1987.

[Signature]
Notary Public

My Comm. Expires: 12-1-89



State of Wyoming)
County of Park)
This instrument was filed for record
on the 29 day of April
1987 at 12:35 o'clock P.m. and
was recorded in Microfilm Book 142
Page 204
MARIE MONTAINE, Register of Deeds
[Signature] Jeoun
235645