

**SUBDIVISION AGREEMENT**  
**(Moss Subdivision)**

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of August, 2015, by and between the governing body of the City of Powell, hereinafter referred to as CITY, and Moss Leasing LLC, hereinafter referred to as OWNER;

WHEREAS, there has previously been annexed into the City of Powell a parcel of land referred to as the East 1/2 (one-half) of Block 42, Original Town of Powell, as located in Book C of Plats, Page 28, according to the records of the County Clerk and Recorder, Park County, State of Wyoming, and;

WHEREAS, the zoning of said property is designated as R-G, General Residential, pursuant to Chapter 17.24 of the Powell City Code, and;

WHEREAS, OWNER desires to re-designate the zone for Lots 3 and 4 of this property as B-G, General Business District, pursuant to Chapter 17.28 of the Powell City Code and to subdivide, develop and improve all of said real property, and;

WHEREAS, CITY and OWNER desire to resolve certain issues with respect to OWNER's proposed subdivision and to any improvements that may be required under city ordinances, zoning district designations and the like prior to any construction, development or improvement being started by OWNER.

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

1. OWNER agrees, except as otherwise expressly set forth herein, that any and all uses of the property, and/or any and all improvements to the property shall be subject to and in compliance with the Powell City Code, including, but not limited to, Chapters 16 and 17, as pertains to subdivisions and zoning. OWNER further understands and agrees that any and all improvements required by the CITY shall be installed at the expense of OWNER and in accordance with CITY's specifications, as per the Powell City Code. OWNER shall construct all utility improvements, curbs, gutters, sidewalks, alleys, and streets.

2. OWNER agrees that all improvements not yet installed for all utilities (i.e. water, sewer, gas, electric and telecommunications) shall be in place prior to the completion of street right of way improvements (i.e. curb, gutter, alley, and street pavement) and prior to the issuance of any building permits.

3. OWNER shall construct any and all curbs, gutters, sidewalks, and required ADA ramps and shall construct and pave any and all streets and/or alleys pursuant to Section 16.32.10 b and c of the Powell City Code, and any and all other applicable provision of the Powell City Code.

4. OWNER agrees to develop at its own expense, a drainage plan to be used as a guide for development of OWNER's subdivision. No construction within the subdivision shall occur until the drainage plan is reviewed and approved by the CITY. OWNER agrees to provide documentation to the CITY of its right to

discharge. Drainage facilities approved in the drainage plan shall be constructed by OWNER at OWNER's expense and shall conform to the specification of the CITY and shall conform to any and all other state, local and/or federal laws, rules and regulations regarding drainage and run off in effect at the time that OWNER's drainage plan is constructed.

5. OWNER agrees to develop and prepare, at its own expense, construction drawings, which construction drawings shall include, but not be limited to, plans and profiles of the water, sanitary sewer, storm sewer, streets, curb, gutter and sidewalk improvements and construction which OWNER will be constructing on its proposed subdivision. Said construction drawings shall also locate all utility services for individual construction drawings prior to OWNER commencing with any construction or improvements on said subdivision. OWNER shall also provide to CITY, OWNER's final construction drawings/"as built", for CITY's approval and acceptance upon completion of OWNER s improvements. OWNER agrees that it shall submit its construction drawings to CITY in both paper form and electronic format.

6. OWNER agrees that it shall be responsible for, at its own cost and expense, any and all weed and pest control required by any state, local or federal rules, regulations, statutes or ordinances, on any undeveloped or unimproved lots OWNER's subdivision, until such time that said lot or lots in the proposed subdivision are sold. OWNER further agrees that it shall be responsible for, at its own cost and expense, any and all weed and pest control required by any state, local or federal rules, regulations, statutes or ordinance on any streets or rights of way until such time that any of said streets or rights of way are completed by OWNER, as provided herein and accepted by the CITY.

7. OWNER does hereby specifically request that all CITY services, including, but not limited to, electrical power service, be provided by the CITY to OWNER's subdivision. CITY shall not be required to provide any CITY services, including but not limited to, electrical power service to any lot of OWNER's subdivision until such time that any such lot is being developed by OWNER or subsequent owner/developer and the CITY services are actually needed or required.

8. Any and all other improvements such as bridges, culverts, etc., not specifically mentioned herein, but found necessary by the CITY due to conditions found on the site, shall be constructed by OWNER at OWNER's expense.

9. OWNER agrees to provide to CITY an irrevocable letter of credit in the amount of \$15,000 prior to approval of OWNER's final plat by the governing body so as to ensure the construction and completion of all improvements required herein by OWNER of OWNER's subdivision. OWNER shall at all times have in place, in favor of CITY, an irrevocable letter of credit in an amount not less than the estimated cost of all improvements required by OWNER to be constructed pursuant to this agreement and the Powell City Code.

10. This Agreement shall be binding upon the parties hereto, their successors in interest, assigns and heirs, and may be recorded with the Park County Clerk, as notice of same.



ATTEST:

Tiffany Brando  
CLERK

**CITY OF POWELL**

BY: Don E Hillman  
Mayor

**MOSS LEASING LLC**

BY: Matthew Moss  
Title: President

ATTEST:

[Signature]  
Secretary

STATE OF WYOMING )  
  ) SS.  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by Don E. Hillman, Mayor of the City of Powell, a Municipal corporation, this 4 day of August, 2015.

WITNESS my hand and official seal.



Kaela Nelson  
Notary Public

STATE OF WYOMING )  
  ) SS.  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by Matthew Moss, President of Moss Leasing LLC, as Owner this 30 day of August, 2015.

WITNESS my hand and official seal.

(SEAL)



Tiffany Brando  
Notary Public

State of Wyoming )  
  ) SS. 3  
County of Park )