

AREA THIRTY3 ESTATES MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT is made by and between Sweetwater County, Wyoming, by and through the Board of County Commissioners (hereinafter referred to as "County") and Robert B. Moses, 401 North Center Street, Rock Springs, Wyoming (hereinafter referred to as "Developer").

WHEREAS Developer has developed Area Thirty3 Estates, a subdivision located in Sweetwater County, Wyoming; and

WHEREAS Developer is completing subdivision improvements, as contemplated by the Area Thirty3 Estates Subdivision Improvements Agreement, and will be requesting release of the financial assurances provided in connection with said Subdivision Improvements Agreement; and

WHEREAS certain subdivision improvements made by Developer were not made in the manner depicted by the plans and specifications which were submitted by Developer with the Subdivision Improvements Agreement and were instead made without authorization within the boundaries of County roadways and/or rights-of-way (hereinafter "County roadway"); and

WHEREAS said subdivision improvements present legal issues requiring resolution prior to release of Developer's financial assurances.

NOW, THEREFORE, in consideration of the County forbearing from requiring removal of said improvements from the County's property, the parties agree as follows:

1. **Identification of Improvements.** The improvements constructed and placed by Developer in Area Thirty3 Estates Subdivision, within the boundaries of roadways previously dedicated to and accepted by the County, are as follows:
 - a. Street lights, together with light poles and electrical fixtures and wiring, constructed by Developer and located in the sidewalks of the subdivision, which sidewalks are within the County roadway.
 - b. Vinyl fencing constructed by Developer within the County roadway.
2. **Grant of License.** Without accepting ownership thereof, the County hereby authorizes and permits Developer to leave the improvements identified in Paragraph 1 above in their present locations. However, the County reserves the right to withdraw the permission hereby provided for any reason deemed by the County to merit withdrawal. The County specifically reserves the right to withdraw permission for the vinyl fencing and reserves the right to require Developer to remove the vinyl fencing if same is found by the County to create snow drift hazards.

If the County withdraws permission for location of any improvements as provided in this paragraph, County shall notify Developer in writing and shall allow sixty (60) days from the date of the notice for removal. Notice shall be given by United States Mail, first class, postage prepaid, addressed to Developer at 401 North Center Street, Rock Springs, Wyoming 82901.

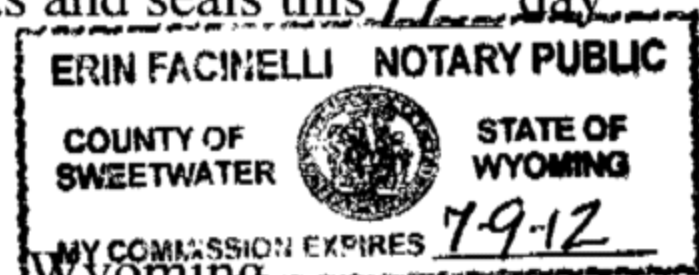
3. **Duty to Maintain.** Developer agrees that he will maintain at his expense:
- a. All street lights, street light poles, street light fixtures and street light equipment, including electrical wiring, within the exterior boundaries of the Area Thirty3 Estates Subdivision. Maintenance shall be performed on a routine schedule, so that street lighting is provided to the subdivision safely and without interruption. Developer further agrees that he will pay the cost of electricity for said street lights.
 - b. All sidewalks located within County roadways and within the exterior boundaries of said subdivision. Maintenance of sidewalks shall include, but may not be limited to, replacing cracked, heaved and settled portions of the sidewalks; keeping sidewalks free of accumulated dirt, trash and obstructions; and removing snow from sidewalks.
 - c. All vinyl fencing located within County roadways and within the exterior boundaries of said subdivision. Maintenance of vinyl fencing shall include, but may not be limited to, repairing or replacing damaged fencing, collapsed fencing and blown-down fencing; and generally keeping the fencing clean and repaired.
4. **Enforcement by County.** The County, at its discretion, without prior notice to Developer, may perform any of the maintenance duties of Developer under this agreement. Developer agrees that he will promptly reimburse the County for all costs and expenses incurred by the County in doing so. Developer specifically acknowledges that he is agreeing that the County may perform maintenance without notice to relieve the County of the burden of monitoring Developer's performance hereunder and the burden of providing notice to Developer whenever Developer is failing to perform its obligations hereunder.
- If the County initiates suit to collect sums due from Developer under this paragraph, Developer shall pay all costs of suit, including the County's attorney fees.
5. **Indemnification of County.** Developer further agrees that he will indemnify the County and hold the County harmless from any costs and expenses incurred to perform the duties and obligations agreed to be performed by Developer in Paragraph 3 above, and for any damages to persons (including death) or property that are caused in whole or in part by either Developer's failure to perform his duties and obligations hereunder or by the placement of street lighting poles in the sidewalks of the subdivision. Developer's duty to indemnify the County and hold the County harmless includes payment by Developer to the County of all attorney fees and expenses incurred by the County in defending against any claims for which indemnification is herein provided.
6. **Assignment.** At any time after execution hereof, Developer and/or RBM Enterprises, Inc. by written agreement may assign this Maintenance Agreement, and all of Developer's duties and obligations hereunder, including the duty to indemnify the County and hold the County harmless, to a duly formed Area Thirty3 Estates Homeowners' Association, provided that said homeowners' association is a business organization formally organized through the Wyoming Secretary of State. If Developer does so, Developer shall be relieved from liability hereunder and said homeowners' association shall be liable for full performance of all aspects of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have herein set their hands and seals this 17 day
of July, 2009.

Robert B. Moses, Developer

Erin Facinelli

Sweetwater County, Wyoming



[Signature]

By:

Dilly Della Jr

Chairman, Board of County
Commissioners

RBM Enterprises, Inc.

By:

[Signature]

Robert B. Moses, President

Attest:

Steven Dale Davis

Sweetwater County Clerk



Approved as to form:

Richard Mathey

Richard Mathey

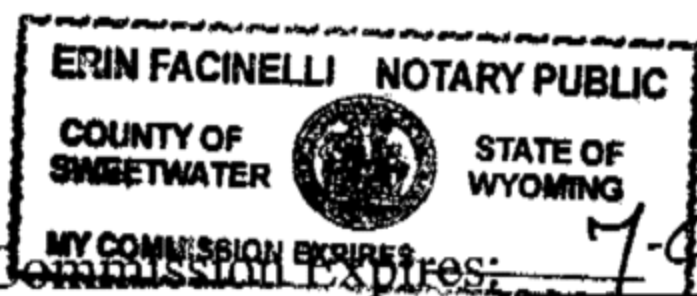
State of Wyoming)

SS

County of Sweetwater)

This instrument was acknowledged before me on July 17th, 2009
by Robert B. Moses, Developer and President of RBM Enterprises, Inc.

Witness my hand and official seal.



My Commission Expires: 7-9-12

Erin Facinelli
Notary Public