

# SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT made and entered into this 4th day of February, 1983, by and between the BOARD OF COUNTY COMMISSIONERS, Sweetwater County, Wyoming, hereinafter referred to as "Board"; MARTIN GOICOECHEA of Rock Springs, Sweetwater County, Wyoming, hereinafter referred to as "Subdivider"; and MARTIN GOICOECHEA of Rock Springs, Sweetwater County, Wyoming, and MODESTO MENDICOA of Daggett County, Utah, hereinafter referred to as "Record Owners";

## W I T N E S S E T H:

WHEREAS, Subdivider and Record Owners have made application to Board for approval of M & M Subdivision Phase I, a proposed subdivision located in the North Half of the North Half, Section 17, Township 24 North, Range 106 West, 6th Principal Meridian, Sweetwater County, Wyoming, a plat of which proposed subdivision is attached hereto, marked Exhibit "A", and by this reference made a part hereof; and,

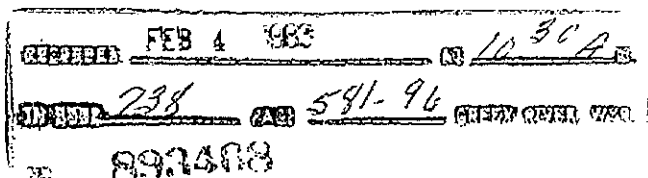
WHEREAS, the Board, in accordance with Section 8 of the Subdivision Regulations of Sweetwater County, Wyoming, finds it necessary, as a condition to final approval of said plat, to impose conditions, establish required improvements and require a sufficient financial assurance to guarantee and insure that all necessary and required improvements will be completed by the Subdivider in a timely and workmanlike manner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Approval of Plat. Board agrees to approve the proposed M & M Subdivision Phase I and issue a subdivision permit therefor upon completion of the following conditions:

- a. Execution of this Subdivision Improvements Agreement by all parties.
- b. Execution of final plat by all parties having any titled interest in or lien upon any lands contained within said subdivision.
- c. Execution and delivery of a first mortgage as security to guarantee required subdivision improvements.
- d. Compliance by Subdivider with all applicable provisions of the Subdivision Regulations of Sweetwater County, Wyoming.

2. Financial Commitment and Guarantee for Required Improvements. Subdivider shall grant and deliver to Board a lien interest in lands contained within said subdivision, which lien interest shall be in the form of the Mortgage marked Exhibit "B", and by this reference made a part hereof, as security to guarantee to Board that all improvements specified herein will be provided and installed by Subdivider in a timely and workmanlike manner, in compliance with plans, specifications and data approved by the County Engineer, and in accordance with any and all applicable county and state regulations. Said lien and mortgage shall be given as collateral and security to guarantee installation and payment for the costs of said improvements, conditioned that Subdivider will complete the improvements within the time period specified herein, and further conditioned that the security shall be used by Board for



the completion of required improvements in the event Subdivider does not complete said improvements as herein required. In the event Subdivider shall fail to complete any improvements as provided herein, Board shall be permitted to foreclose upon said lien to complete any such improvements and to satisfy the costs and expenses of such completion of improvements out of the foreclosure proceeds. The appraised value of the interest in said lands to be so mortgaged by Subdivider shall be not less than 125% of the cost of providing and installing all required improvements.

3. Amount of Financial Guarantee. The financial guarantee by Subdivider shall be in a sum of not less than \$186,324.00, which is 125% of the sum of \$149,059.00, comprising \$132,085.00 for estimated costs of improvements, an inspection fee in the sum of \$2,641.00, a guarantee by Subdivider to maintain and make necessary repairs on all streets, roadways and drainage improvements for a period of one (1) year after acceptance of construction by inspection in the sum of \$13,208.00, and payment of fees in lieu of land dedication in the sum of \$1,125.00. Subdivider expressly warrants that the real property mortgaged as a financial guarantee is unencumbered and that the mortgage referred to herein shall constitute a first lien upon said real property; and Subdivider further expressly warrants that the appraised value of said real property equals or exceeds the sum of \$186,324.00.

4. Duration of Financial Guarantee. The lien interest granted to Board by Subdivider shall be in full force and effect until February 3, 1984, and foreclosure proceeds shall be retained by Board to the extent specified in Paragraph 3 herein in the case of failure by Subdivider to complete the improvements specified herein within the time limits set forth herein, failure by Subdivider to pay the inspection fees herein specified, failure by Subdivider to maintain and make necessary repairs for all streets, roadway and drainage improvements during the period of one (1) year after acceptance of construction by inspection, and/or failure by Subdivider to pay fees in lieu of land dedication as specified herein. Upon certification of completion by the Sweetwater County Engineer of 25%, 50%, 75% and 100% of the work required to be done by Subdivider herein, Sweetwater County hereby agrees to release from the above-described mortgage 25%, 50%, 75% and 100%, respectively, of the lots securing said mortgage.

5. Required Improvements. The following improvements shall be provided and installed in M & M Subdivision Phase I by Subdivider in a timely and workmanlike manner and in compliance with plans, specifications and data approved by the County Engineer, and in accordance with any and all applicable County and State regulations, which improvements shall be completed on or before January 13, 1984:

a. Subdivider shall monument all block, lot and subdivision boundary corners in accordance with plans and specifications contained in Exhibit "A", which exhibit is attached hereto and by this reference made a part hereof, in accordance with Section 8(b)(1)(a) of the Subdivision Regulations of Sweetwater County, Wyoming.

b. Subdivider shall provide drainage in M & M Subdivision Phase I in accordance with plans and specifications contained in Exhibit "C", which exhibit is attached hereto and by this reference made a part hereof.

c. Subdivider shall provide and install street and stop signs at street intersections in M & M Subdivision Phase I as set forth in Exhibit "C", which exhibit is attached hereto and by this reference made a part hereof.

d. Subdivider shall provide road improvements in accordance with plans and specifications contained in Exhibit "C", which exhibit is attached hereto and by this reference made a part hereof, and in accordance with the Subdivision Regulations of Sweetwater County, Wyoming.

Road improvements shall conform to Wyoming State Highway Department standards.

Subdivider shall submit complete plans and specifications for road improvements to the County Engineer, which plans and specifications shall be subject to the approval of the County Engineer. Subdivider shall not commence construction of road improvements until said approval of the County Engineer has been obtained.

Subdivider shall provide certified test reports of road base material to the County Engineer. Subdivider shall place no road base material in the streets and roadways until all tests are verified and accepted by the County Engineer. Subdivider shall bear all costs of providing certified test reports to the County Engineer.

e. Subdivider shall provide and install an 8 feet high chain link fence with screening materials, which fence shall be 392.27' in length and shall separate commercial Lot 21 from rural residential Lot 20, which fence shall be installed along the common lot line.

6. Notification of County Engineer. Subdivider shall notify the Sweetwater County Engineer at least two (2) working days prior to the commencement or continuance of all grading, drainage and road improvement work.

7. Inspection Fees. Subdivider shall pay to Sweetwater County, Wyoming, an inspection fee not to exceed \$2,641.00 for all improvements specified herein, which fee shall be paid by Subdivider on or before January 20, 1984. Subdivider shall be notified of the exact amount of said inspection fee by Sweetwater County, Wyoming, on or before January 13, 1984.

8. Maintenance and Repair of Street and Drainage Improvements. Subdivider agrees to maintain and provide all necessary repairs for roadway and drainage improvements for a period of one (1) year after acceptance of said improvements by inspection as hereinabove provided. In the event of the failure of Subdivider to provide said maintenance and repair, Sweetwater County, Wyoming, shall be entitled to a sum not to exceed \$13,208.00 from the financial guarantee as provided herein, it being understood and agreed by the parties hereto that the financial guarantee is being provided to guarantee maintenance and repair of improvements in addition to construction of said improvements and the inspection fees.

9. Fees in Lieu of Public Land Dedication. Subdivider hereby agrees to pay to Sweetwater County, Wyoming, in lieu of public land dedication, the sum of \$1,125.00, which sum shall be paid by Subdivider within thirty (30) days after receipt by Subdivider of a request in writing for said payment by Sweetwater County, which request shall be made by Sweetwater County no later than February 3, 1984.



10. Restriction on Additional Subdividing or Division of Platted Lots. Subdivider and record owners expressly agree that the lots contained in M & M Subdivision Phase I shall not be re-subdivided or reduced in size until such time as a public water and sewer system is installed in M & M Subdivision Phase I and until such time as said re-subdividing or reduction of lot size is expressly approved by Board, it being the intention of the parties that any impact associated with an increase in density in said subdivision be addressed.

11. Extension of Agreement. It is expressly understood and agreed that this Agreement may be extended by mutual assent of all parties for an additional period not to exceed six (6) months. Any extension must be in writing.

12. Assignment of Agreement. Subdivider agrees that he shall not assign this Agreement without the written consent of the Board first had and obtained thereto.

13. No Waiver. It is expressly understood and agreed that failure on the part of the Board to enforce the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the rights of Sweetwater County, Wyoming, under this Agreement to thereafter enforce any such terms or conditions, it being expressly agreed that all provisions of this Agreement are continuing ones and shall always be in full force and effect and are not waived by reason of any lenience which may have been granted or extended by Sweetwater County, Wyoming, on account of prior default in performance of the terms and conditions hereof.

14. Enforcement. Time is of the essence of this Agreement. In the event of failure by any party to comply with the terms of this Agreement, the non-defaulting party has the right to institute appropriate legal action to enforce the provisions of this Agreement or to recover for the breach of the terms hereof.

15. Covenants Binding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Subdivision Improvements Agreement as of the date first above written.



Attest:

*[Signature]*

Sweetwater County Clerk

COUNTY OF SWEETWATER, STATE OF WYOMING

By

*[Signature]*  
Chairman, Board of County Commissioners

*[Signature]*  
Martin Goicoechea

*[Signature]*  
Modesto Mendicoa

The State of Wyoming )  
 ) ss.  
 County of Sweetwater )

The foregoing instrument was acknowledged before me by  
Fred Radosevich, Chairman of the Board of  
 County Commissioners of the County of Sweetwater, State of Wyoming,  
 this 4th day of February, 1983.

Witness my hand and official seal.

Term  
 My Commission expires:

1-1-87

*Robert B. Loran*  
 Notary Public County Clerk

By: *Andie Loran* Deputy

The State of Wyoming )  
 ) ss.  
 County of Sweetwater )

The foregoing instrument was acknowledged before me by  
Martin Goicoechea, this 3rd day of February, 1983.

Witness my hand and official seal.

My Commission expires:

3/19/84

*Patrice E. Spethorn*  
 Notary Public

The State of <sup>Wyo.</sup> Utah )  
 ) ss.  
 County of Sweetwater )  
Baggett )

The foregoing instrument was acknowledged before me by  
Modesto Mendicoa, this 3rd day of February, 1983.

Witness my hand and official seal.

My Commission expires:

3/19/84

*Patrice E. Spethorn*  
 Notary Public



M O R T G A G E

MARTIN GOICOECHEA and GEORGIA ANN GOICOECHEA, husband and wife, Mortgagors, to secure and guarantee that all improvements specified in a Subdivision Improvements Agreement entered into by and between the Mortgagors and the Mortgagee herein, which Subdivision Improvements Agreement has been filed of record in the office of the Sweetwater County Clerk in Green River, Wyoming, on the 4<sup>th</sup> day of January, 1983, in Book 738, Pages 581-96, will be installed in compliance with the terms of, and within the time provided in said Subdivision Improvements Agreement, do hereby mortgage and warrant to the County of Sweetwater, State of Wyoming, the following described real estate situate in the County of Sweetwater, State of Wyoming, to-wit:

Lots Five (5), Six (6), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26) and Twenty-seven (27) of the M & M Subdivision, Phase I, the North Half of the North Half, Section 17, Township 24 North, Range 106 West of the 6th Principal Meridian, Eden Valley, Sweetwater County, Wyoming,

together with all buildings, additions, alterations, improvements and repairs or replacements thereof and all property of like kind and character now or hereafter acquired, installed in, affixed to, commingled with or substituted for any of the above, and the proceeds of any or all of the above, or used in connection with or placed on said property; and each and all of the fixtures, equipment, fences, trees and shrubs, tenements, betterments, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining; all of which things shall be deemed to be parts of the realty regardless of the manner in which they may be affixed to or upon the same.

The Mortgagors agree: To install said improvements in accordance with the terms of said Subdivision Improvements Agreement; to pay when due all taxes and assessments of the premises; to pay when due and discharge all prior liens and encumbrances now existing, if any, and keep the mortgaged property free and clear of all other liens and encumbrances which may be or become superior to the lien hereof; to comply at once at the expense of the Mortgagors with all laws, statutes, ordinances and regulations affecting the security of this Mortgage upon the mortgaged property; and to pay for and secure insurance in the amount of no less than the replacement value of improvements upon the premises, covering risks and with a company satisfactory to Mortgagee and the insurance policy or policies shall be deposited with the Mortgagee; and in case Mortgagors shall not do as aforesaid, the Mortgagee at its option may perform the aforesaid for the Mortgagors and the costs and expenses thereof shall be added to and considered as part of the above obligations hereby secured. In case of default in the installation of said improvements in the time and in the manner specified in said Subdivision Improvements Agreement or the performance of any other provision of this Mortgage, then the Mortgagee may proceed according to law to foreclose on said property by Court power of sale upon default as provided by the statutes of the State of Wyoming; and in case of foreclosure the Mortgagors hereby agree to pay reasonable attorneys' fees and all costs and expenses of collection. Mortgagors will pay all expenses and attorneys' fees incurred by the Mortgagee for the protection of the lien of this Mortgage or for any preservation of the property mortgaged.

IT IS EXPRESSLY AGREED as conditions of this Mortgage, that times of performance are of the essence thereof; that the Mortgagors will keep the land and buildings and improvements and landscaping and grounds in good condition and will neither commit nor permit waste on the premises nor demolish or remove therefrom any building without the written consent of the Mortgagee and will keep the premises free from all claims for liens thereon; that upon commencement of any foreclosure or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the Mortgagee, or the purchaser at such sale shall, as provided by law, at once and without notice to the Mortgagors or any other person, appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of rents, issues and profits to keep the premises in good repair and condition and to pay all taxes, assessments, and special assessments, to redeem from sale for taxes, assessments, and special assessments, and to pay insurance premiums necessary to keep the said premises insured in accordance with the provisions of this Mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the obligation secured hereby, and such receiver shall have all the other usual powers of receivers in such cases; and that this Mortgage and the obligations which it secures shall be construed and given effect in accordance with the laws of the State of Wyoming.

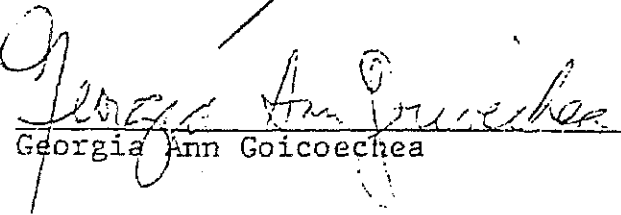
Failure to exercise any right, power or option herein granted to the Mortgagee howsoever often shall not constitute a waiver thereof and shall not estop the Mortgagee from exercising any such right, power or option at any time or upon any subsequent default of the Mortgagors. All rights and remedies given or reserved to the Mortgagee herein shall be cumulative and may be exercised contemporaneously but the exercise of one or more such rights or remedies shall not exclude or prevent the exercise of other rights or remedies or be a waiver thereof.

All covenants, promises, undertakings, agreements, rights, powers, privileges, benefits, obligations and remedies imposed upon or granted or reserved unto the said parties by this instrument shall respectively extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of said parties.

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

DATED this 20 day of September, 1983.

  
Martin Goicoechea

  
Georgia Ann Goicoechea



The State of Wyoming )  
 ) ss.  
 County of Sweetwater )

The foregoing instrument was acknowledged and sworn to before me this 4th day of February, 1983, by Martin Goicoechea and Georgia Ann Goicoechea, husband and wife.

WITNESS my hand and official seal.

(SEAL)

Deanna Jackson  
 Notary Public

My Commission expires:

April 15, 1984

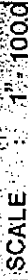


*Margaret Haley*  
N. DUTY

✓ - LIXED

## PHASE I

**WYOMING**

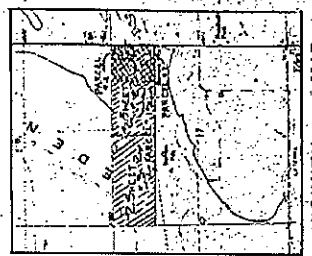


NO PROPOSED PUBLIC  
SEWAGE DISPOSAL &  
WATER SYSTEMS.

M & M SUBDIVISION  
PHASE I SHEET #2/3

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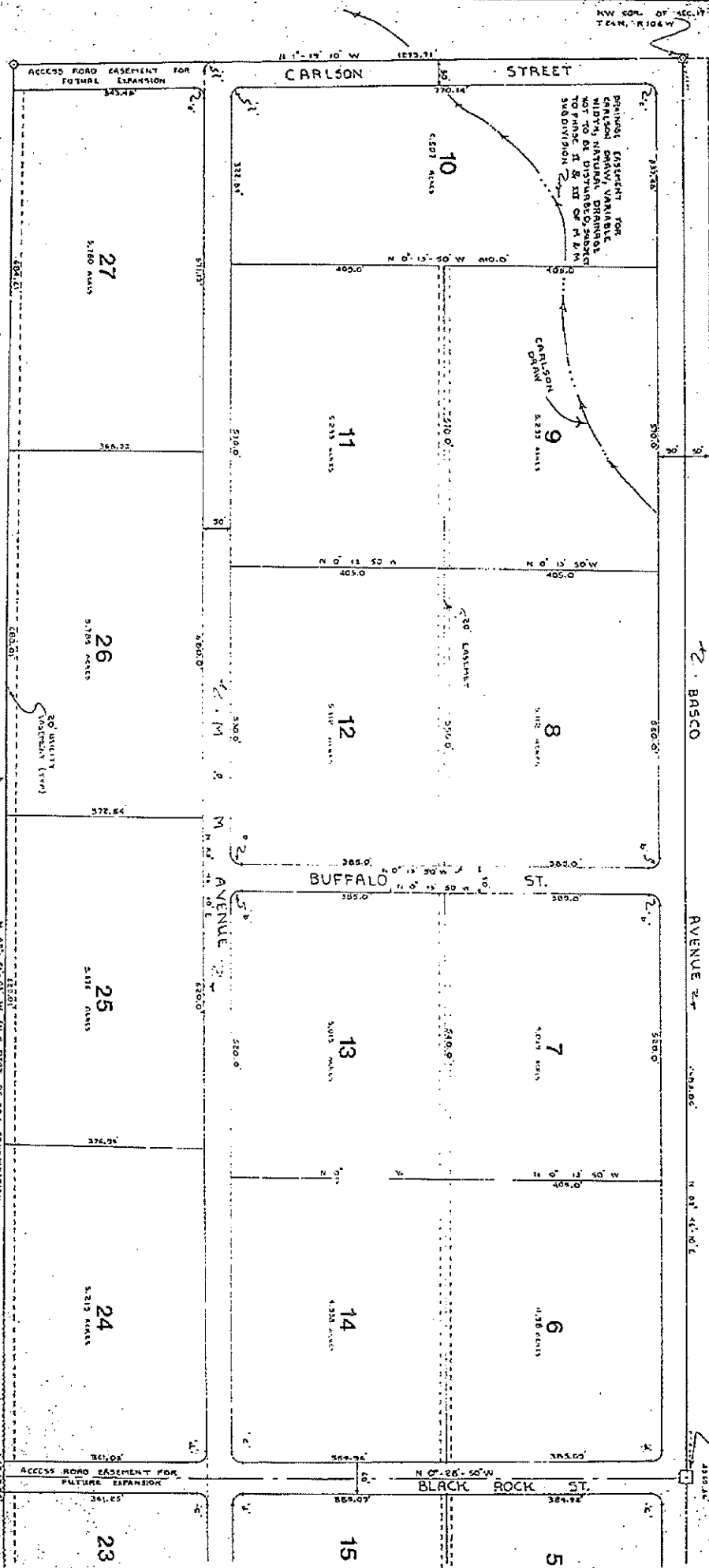
NOTE:  
LOTS NO. 1, 2, B, 19  
& 20 ARE ZONED C



**VICINITY MAP**

EXHIBIT A

**M & M SUBDIVISION**  
**PHASE I**  
**N 1/2 N 1/2 SEC. 17, T. 24 N., R. 106 W., 6th P.M.,**  
**EDEN, SWEETWATER COUNTY, WYOMING.**



2 BASCO

AVENUE 2

SCALE 1"=1000.0'

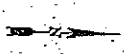
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 SEWAGE DISPOSAL OR  
 WATER SYSTEMS

2 ZONED 'A' 2



VICINITY MAP

SCALE 1"=2000.0'



<b>M &amp; M SUBDIVISION</b> <b>PHASE I SHEET 3/3</b>	
PREPARED BY MARTIN GOLICOECHEA, P.E. 401 S. SAPHIRE ROCK SPRINGS, WYO. 82901	CHECKED BY INDO AMERICAN ENGINEERING P.O. BOX 5813 ROCK SPRINGS, WYO. 82901
TITLE FINAL PLAT	DATE 3-23-82



The drawing consists of two views of a mechanical component:

- Top View (Plan View):** Shows a rectangular object divided into four main sections labeled "PART 1", "PART 2", "PART 3", and "PART 4". A horizontal dimension line across the top indicates a total width of 17.00. Section "PART 1" has a width of 6.00. Section "PART 2" has a width of 4.00. Section "PART 3" has a width of 4.00. Section "PART 4" has a width of 3.00. There is also a small section labeled "PART 5" at the bottom right.
- Bottom View (Side Elevation):** Shows the profile of the object. It features a large rectangular area labeled "E 10 X 10 IN" and "PART 3". To the left of this area is a smaller section labeled "PART 4". Dimensions include a height of 10.00 for the main body and a width of 10.00 for the base. A vertical dimension of 1.00 is shown for a specific feature on the right side.

**SECRET**

N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> SEC 17, T. 24 N., R. 106 W., 6th P. M.,

EDEN, SWEETWATER COUNTY, WYOMING.

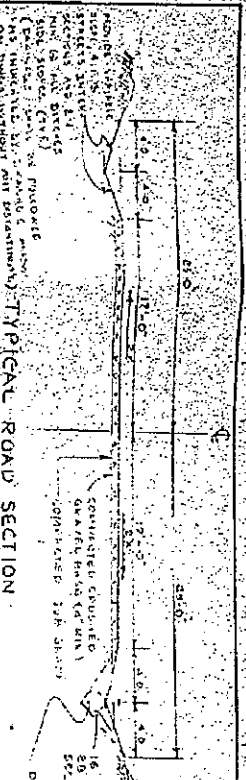
INDO AMERICAN ENGINEERING  
P.O. BOX 1813  
ROCK SPRINGS WYO. 82901

EXHIBIT C  
24-0000

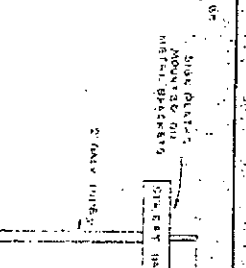
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PROFILE	DATE	BY	CHKD
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PLAN	DATE	BY	CHKD
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NOTES:  
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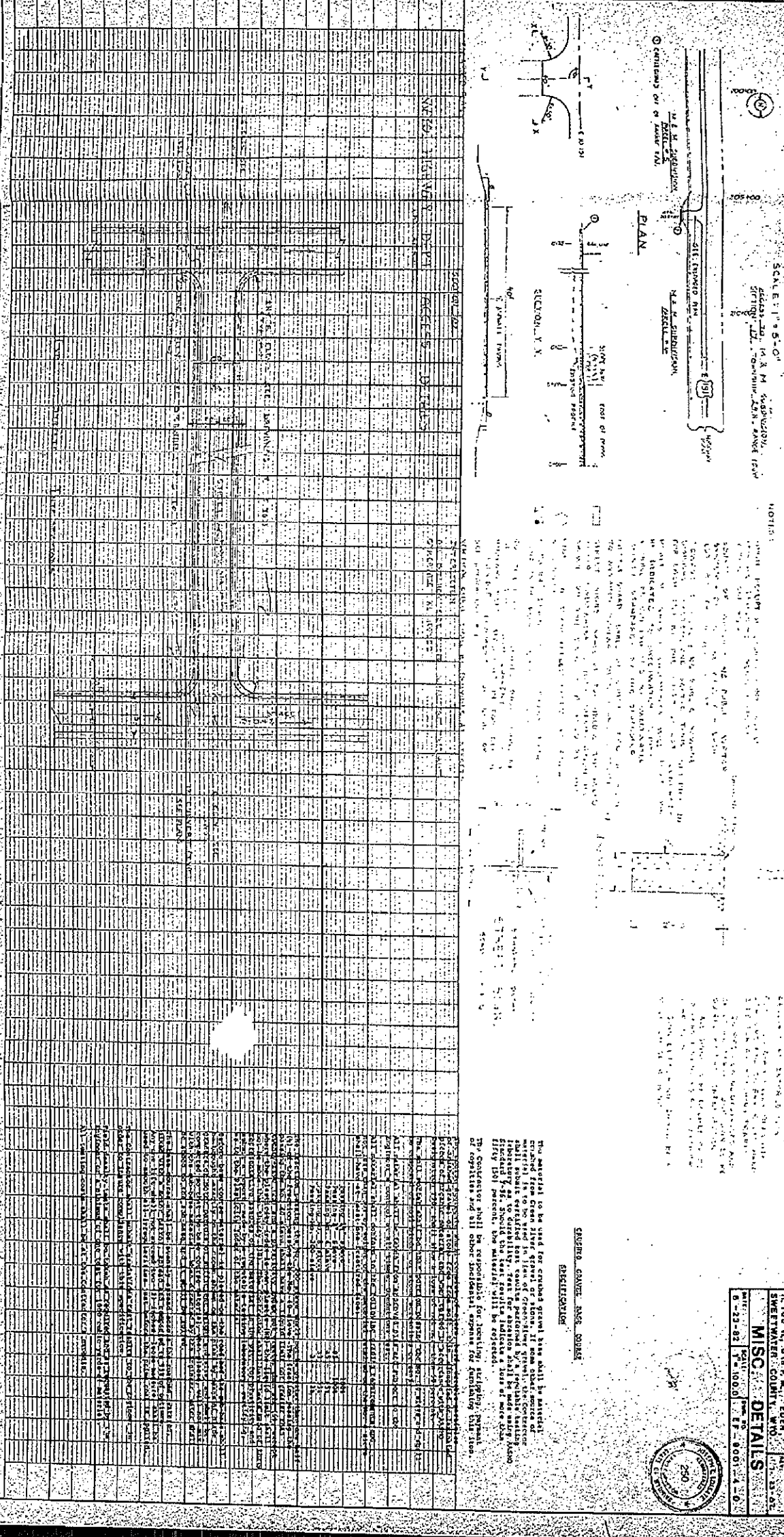


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10. ROAD SECTION SHALL BE AS SHOWN.



M & M SUBDIVISION

PHASE I

MARTIN (CORPORATE)

401 S. SAPHIRE

ROCK SPRINGS, WYO. 82601

INDO-AMERICAN ENGINEERING

P.O. BOX 1813

ROCK SPRINGS, WYO. 82601

DATE: 11-22-82

BY: 11-22-82

CHKD: 11-22-82

APPD: 11-22-82

SCALE: 1"=50'-0"

DATE: 11-22-82

BY: 11-22-82

CHKD: 11-22-82

APPD: 11-22-82

SCALE: 1"=50'-0"

DATE: 11-22-82

BY: 11-22-82

CHKD: 11-22-82

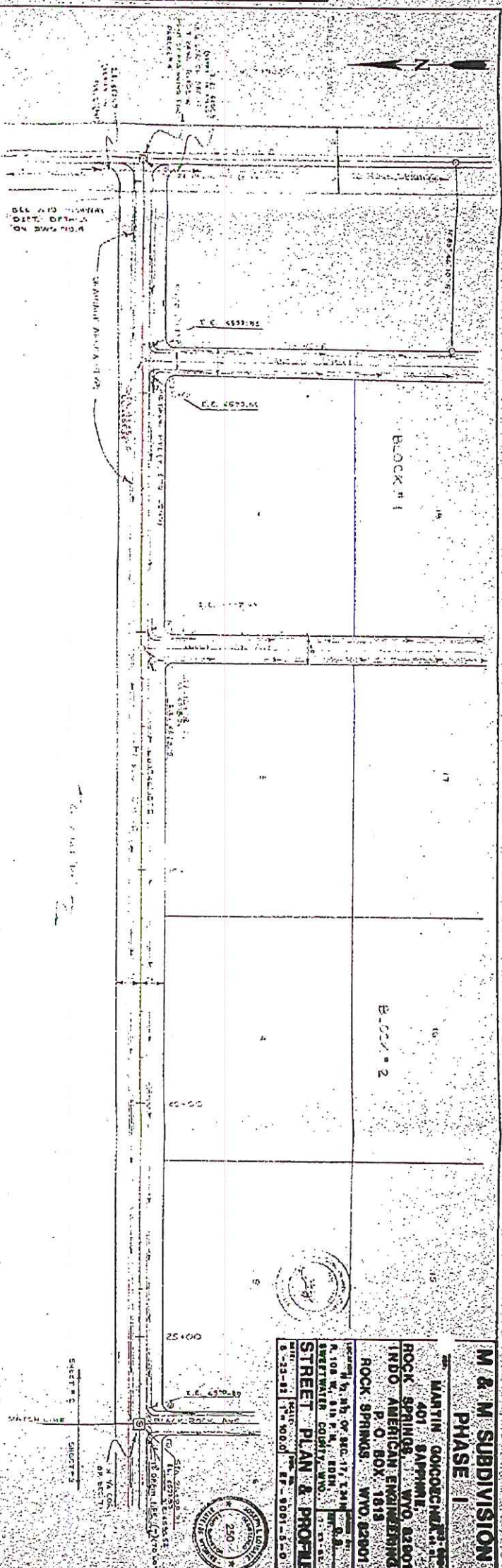
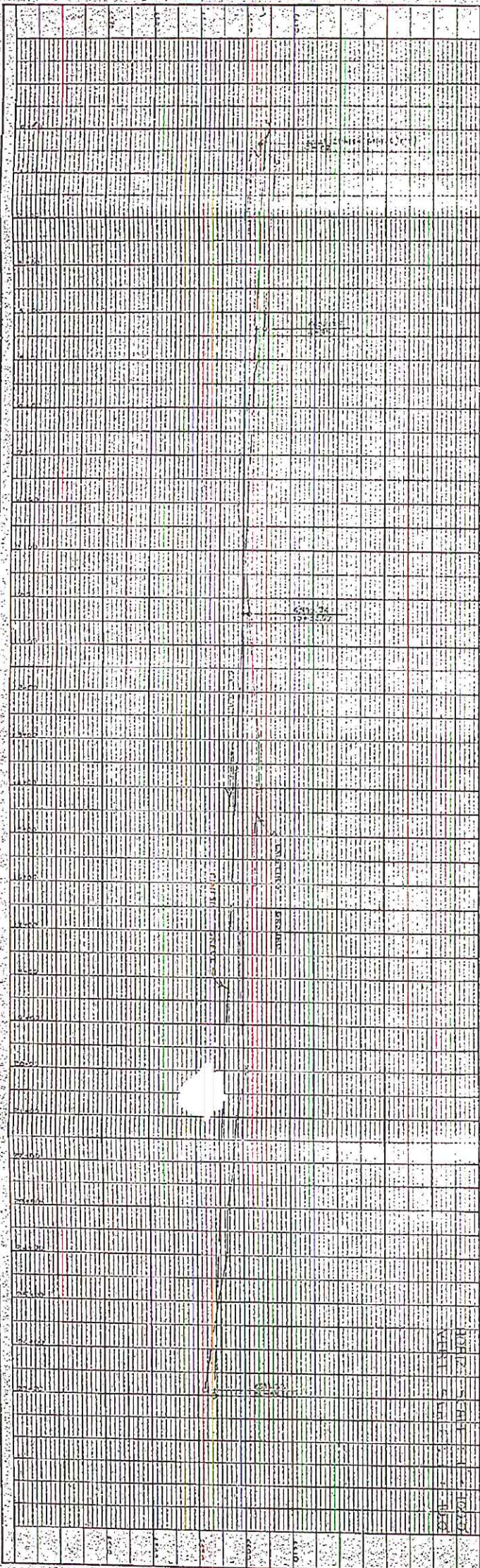
APPD: 11-22-82



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PROFILE	DATE	BY
NOTE BOOK		
NO.		

PLAN	DATE	BY
NOTE BOOK		
NO.		



**M & M SUBDIVISION**  
**PHASE I**

MARTIN GONCZALEK  
 401 S. MAIN  
 ROCK SPRINGS, WYO 82801  
 INDO-AMERICAN ENGINEERING  
 P.O. BOX 1818  
 ROCK SPRINGS, WYO 82801

DESIGNED BY: M. GONCZALEK  
 DRAWN BY: M. GONCZALEK  
 CHECKED BY: M. GONCZALEK  
 DATE: 10-23-88

**STREET PLAN & PROFILE**

250

INDO-AMERICAN ENGINEERING

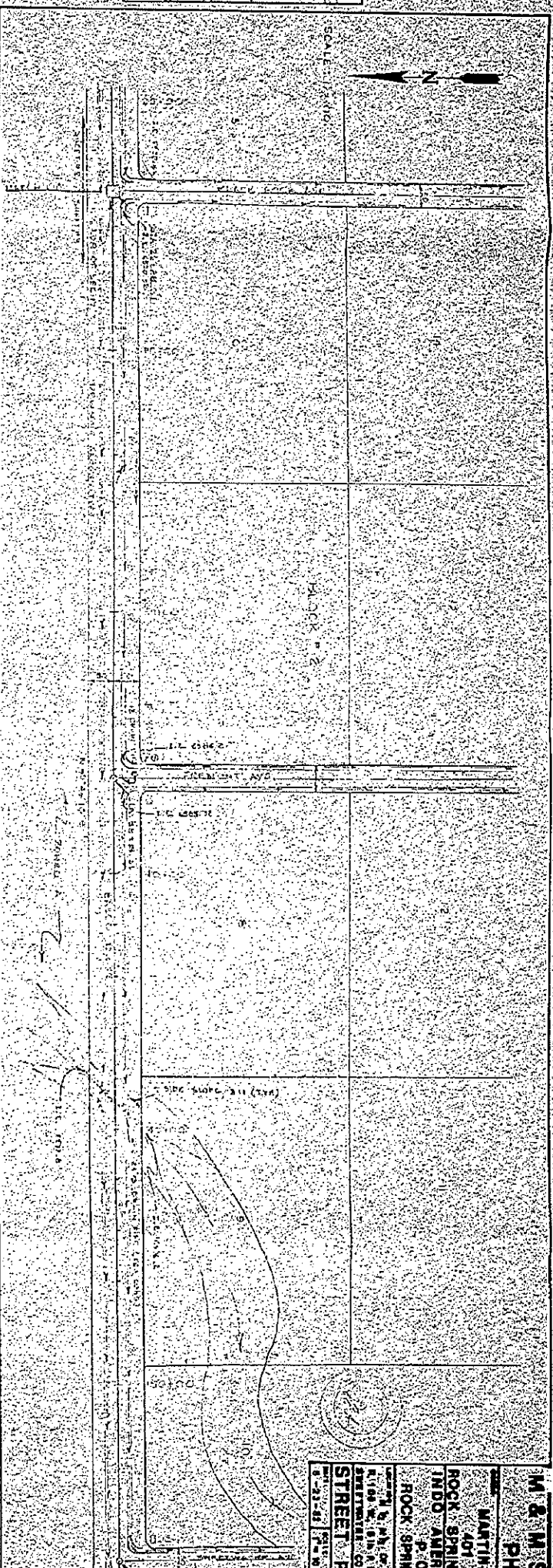
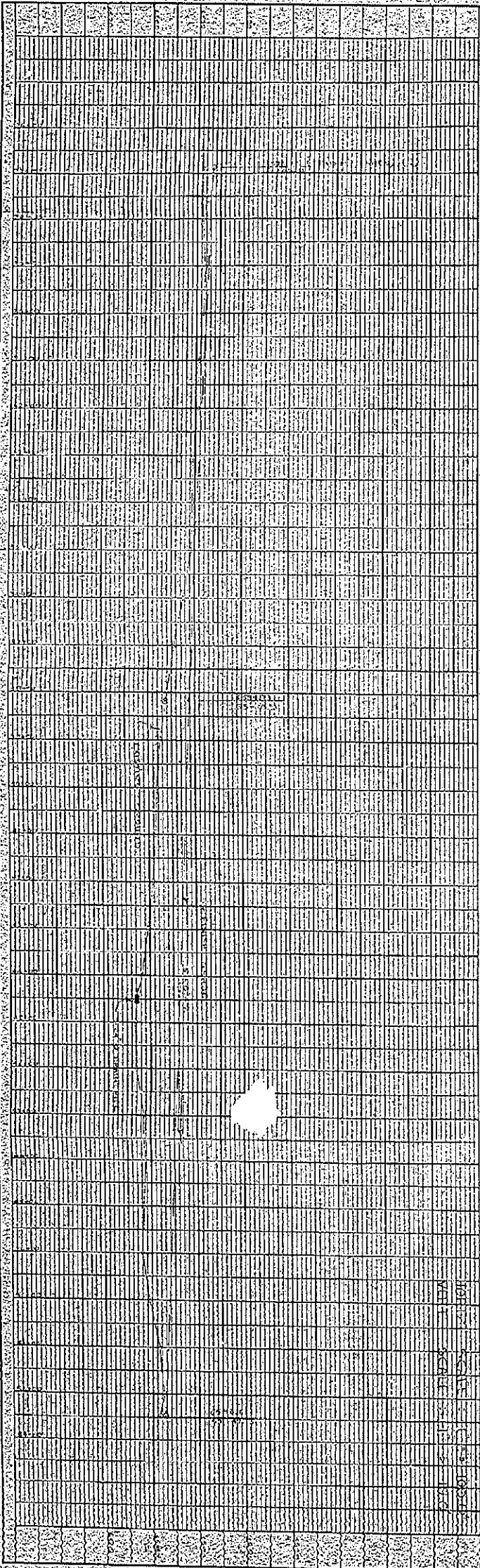
SHEET NO. 1



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PROFILE	
DATE	10/1/50
BY	J. M. Jones
CHECKED BY	J. M. Jones
SCALE	1" = 10'

PLAN	
DATE	10/1/50
BY	J. M. Jones
CHECKED BY	J. M. Jones
SCALE	1" = 10'



**M. & M. SUBDIVISION**  
**PHASE I**  
 MARTIN COOPERATIVE  
 401 BAYVIEW  
 ROCK SPRING, WYO. 83401  
 INDU AMERICAN ENGINEERING  
 P.O. BOX 1813  
 ROCK SPRING, WYO. 83401  
 DRAWN BY J. M. Jones  
 CHECKED BY J. M. Jones  
 SCALE 1" = 10'  
 10/1/50



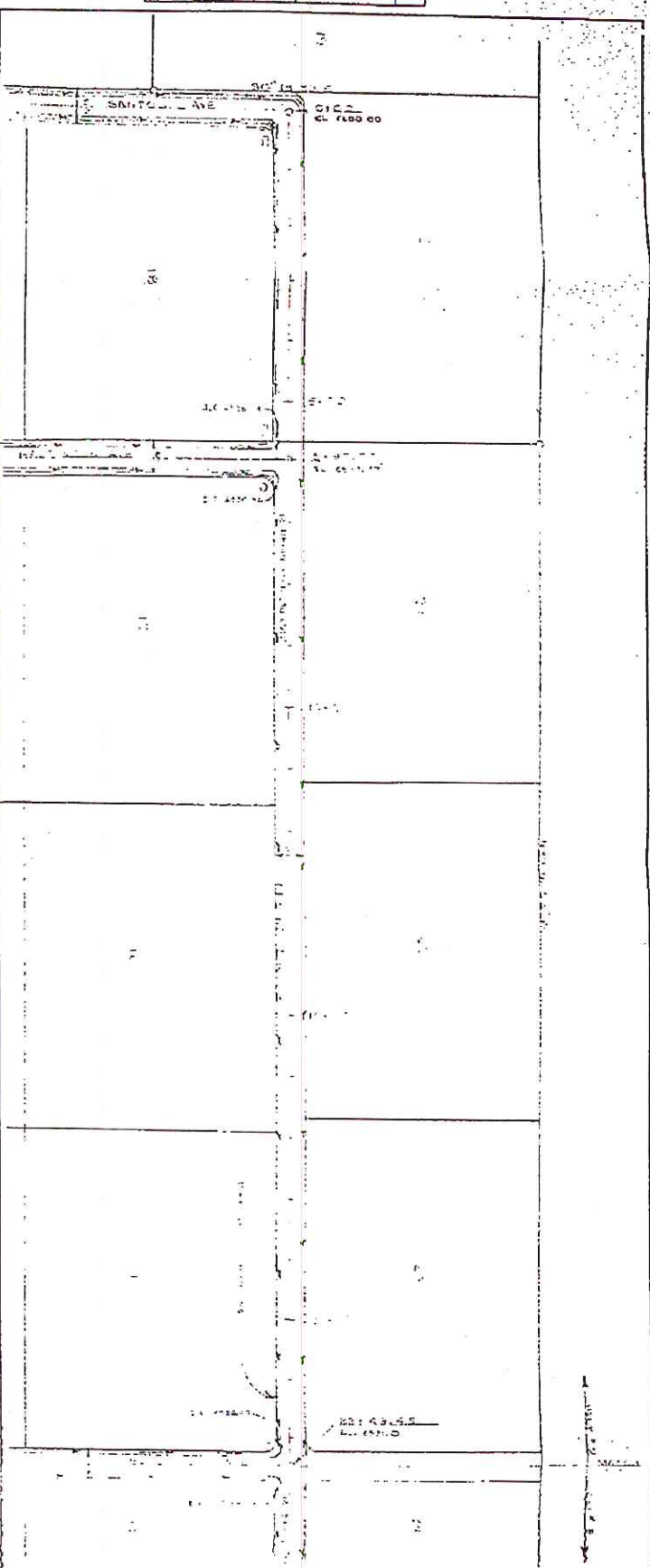
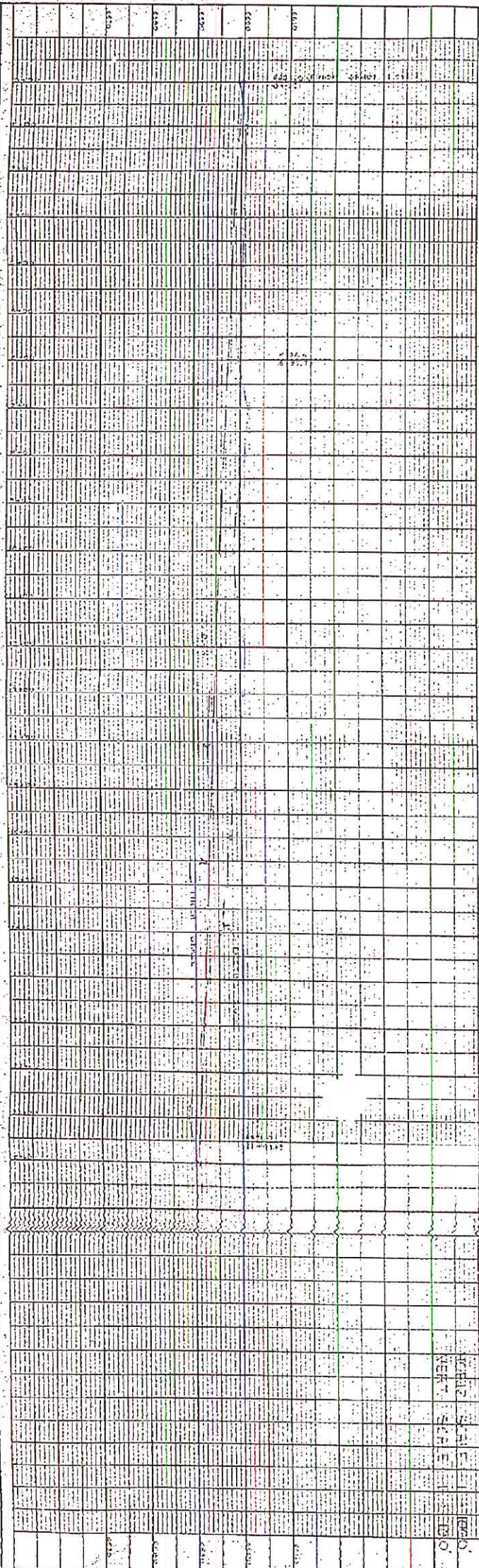
Rock Spring, Wyo.



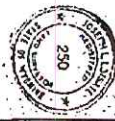
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PROFILE	
NOTE BOOK	DATE

PLAN	
NOTE BOOK	DATE



**M & M SUBDIVISION**  
**PHASE I**  
 MARTIN GOICOECHEA, JR.  
 401 SAPPHIRE  
 ROCK SPRINGS, WYO. 82901  
 INDO-AMERICAN ENGINEERING  
 P.O. BOX 1813  
 ROCK SPRINGS, WYO. 82901



DATE: 10/10/82  
 BY: [Signature]



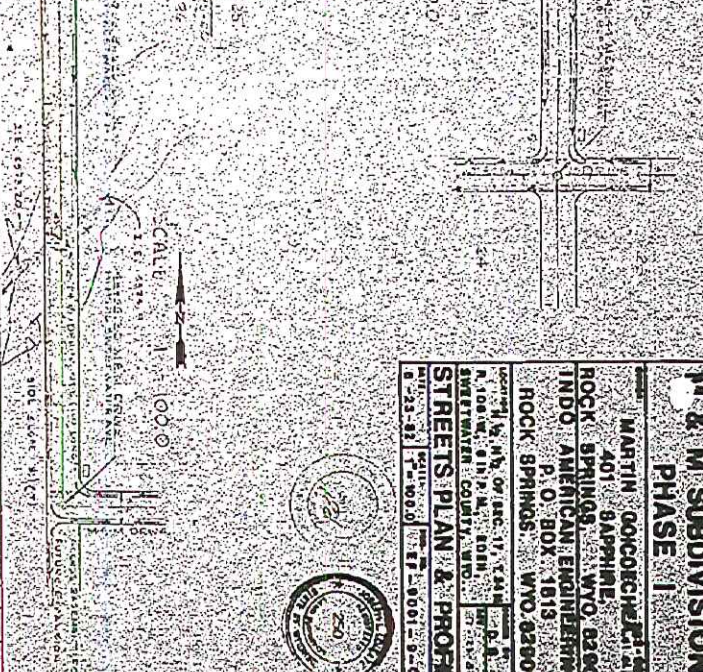
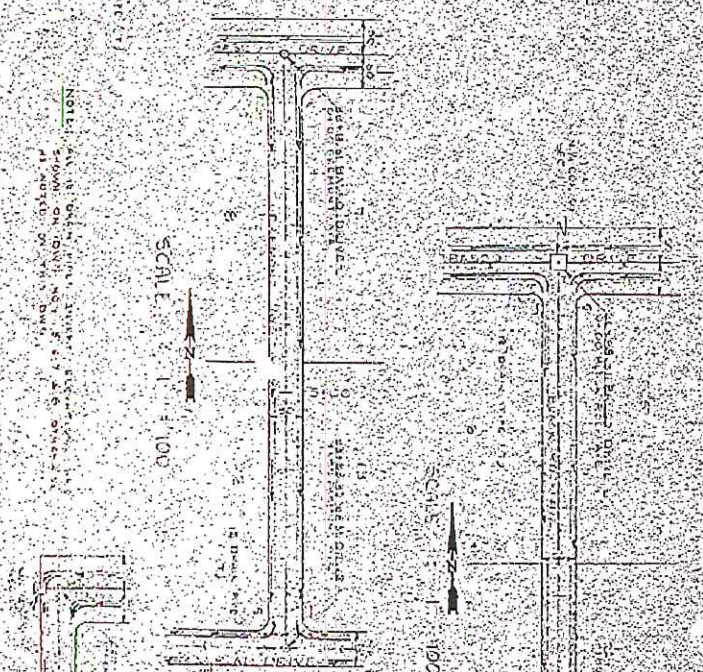
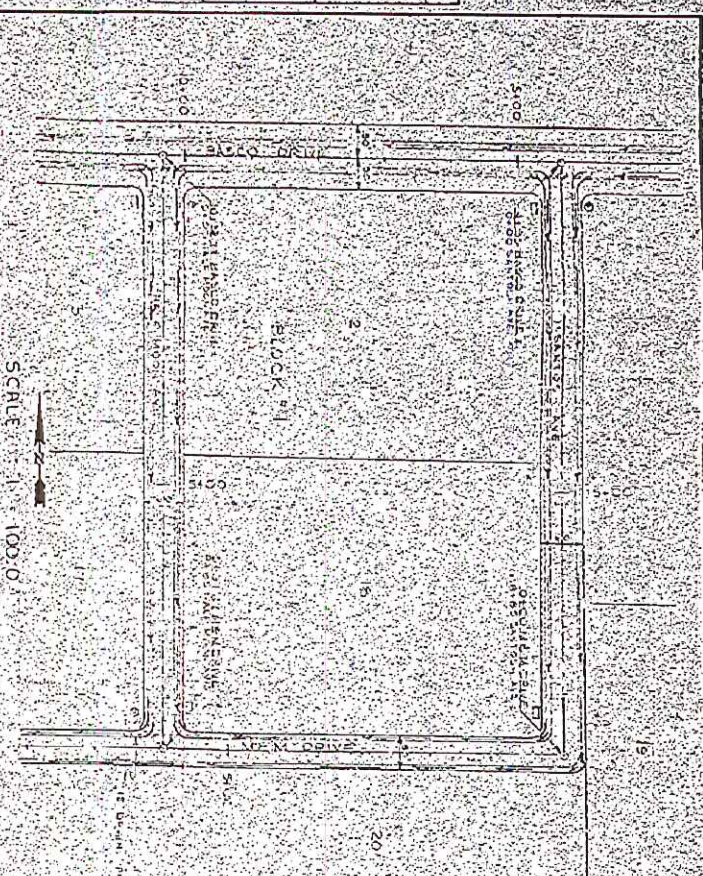




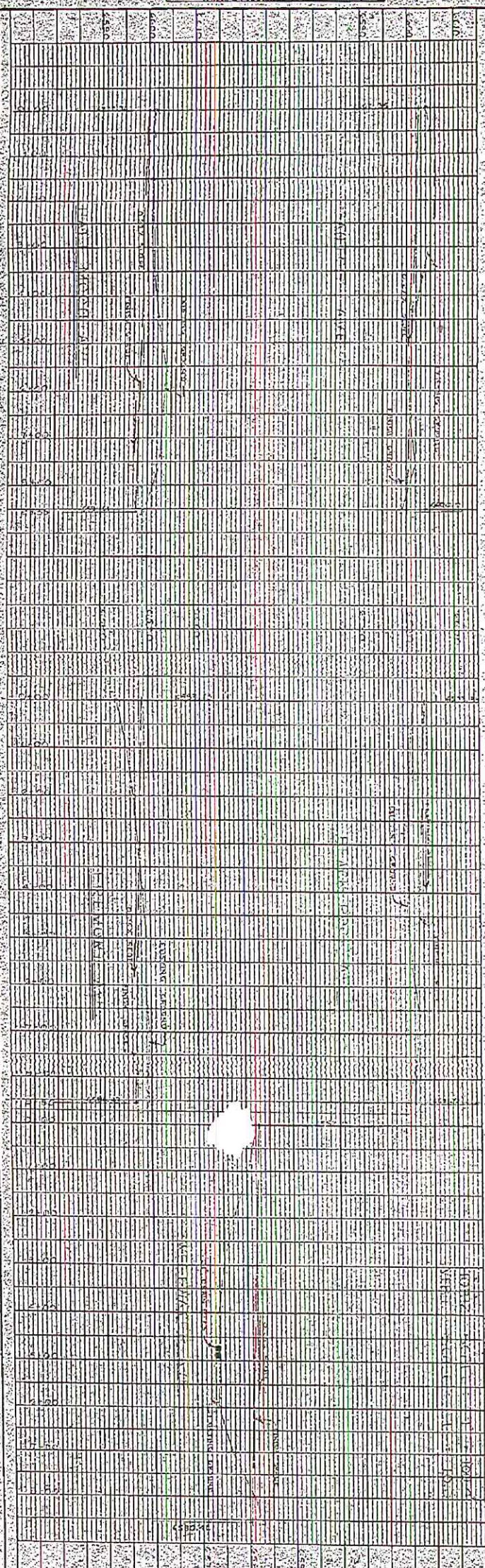
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**R. & M. SUBDIVISION**  
**PHASE I**  
 MARTIN CONCRETE CO.  
 401 S. 6TH ST.  
 ROCK SPRINGS, WYO. 82901  
 INDO AMERICAN ENGINEERING  
 P.O. BOX 1613  
 ROCK SPRINGS, WYO. 82901  
 SCALE: 1" = 100.0'



INDO AMERICAN ENGINEERING