

SUBDIVISION IMPROVEMENTS EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT Made and entered into this 12th day of March, 1986, 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 Dagget County, Utah, hereinafter referred to as "Record Owners";

WITNESSETH:

WHEREAS, the parties hereto entered into a Subdivision Improvements Agreement for M&M Subdivision Phase I, a subdivision located in the North Half of the North Half, Section 17, Township 24 North, Range 106 West, 6th Principal Meridian, Sweetwater County, Wyoming, on the 4th day of February, 1983, a copy of which agreement is attached hereto, marked Exhibit "A", and by this reference made a part hereof; and,

WHEREAS, the required improvements for M&M Subdivision Phase I are guaranteed and secured by a mortgage recorded on February 4, 1983, in the office of the County Clerk of Sweetwater County, in Book 738, Page 597-599, which mortgage constitutes a lien upon lands contained in said subdivision; and,

WHEREAS, the parties entered into a Subdivision Improvements Extension Agreement dated the 13th day of JULY 1984, extending the date for required improvements to be completed until December 13, 1984; and,

WHEREAS, Subdivider has requested an additional extension of the Subdivision Improvements Agreement as provided in Paragraph 11 of said Agreement, which requested extension is acceptable to Board; and,

WHEREAS, the Board has requested a modification to Section 5d of the Subdivision Improvements Agreement, which modification is acceptable to Subdivider.

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

1. Extension of Agreement. In consideration of Ten Dollars (\$10.00) paid by Subdivider and other good and valuable consideration, Board agrees and consents that the Subdivision Improvements Agreement hereinabove referred to shall hereby be extended and that all required improvements shall be completed on or before July 1, 1986. All other conditions contained therein shall also be extended until July 1, 1986.

2. Extension of Financial Commitment and Guarantee. Record owners agree that the mortgage provided by them as a financial guarantee shall remain in full force and effect and that this extension shall in no way affect the rights of Board to institute foreclosure proceedings in the case of failure by Subdivider to comply with the terms of the Subdivision Improvements Agreement.

3. Limitations on Mortgaged Lots. Subdivider and Record Owners agree that no further subdivision, sale, lease, contract for sale, use or development shall occur on those lots mortgaged and held as financial security for the completion of improvements in M&M Subdivision Phase I, except such development as is necessary under the terms of the Subdivision Improvements

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Agreement, which limitation and restriction shall remain in full force and effect until such time as the mortgages on said lots are released by the County Commissioners of Sweetwater County, Wyoming.

4. Modification of Agreement. It is expressly understood and agreed by the parties hereto that Paragraph 5d of the Subdivision Improvements Agreement providing for road improvement shall be modified and amended to read as follows:

"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; also, Subdivider shall provide road improvements in accordance with the Engineering report by Bennett Carder and Associates dated September 5, 1985, regarding use of native materials and in accordance with the Subdivision Regulations of Sweetwater County, Wyoming.

Upon completion of required improvements, Subdivider shall provide accurate drawings of the completed subdivision improvements to the County Engineer.

Subdivider shall provide certified test reports of road base material at the testing density specified by the County Engineer.

Subdivider shall provide certified gradation test reports of the road base material in the streets."

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

6. Confirmation of Terms of Subdivision Improvements Agreement and Mortgage. Except as provided in Paragraph 4, herein, nothing in this agreement shall change or affect in any manner the conditions, terms and stipulations of the Subdivision Improvements Agreement and mortgage herein described and referred to except as herein stated.

7. Binding Effect of Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Subdivision Improvements Extension and Modification Agreement on the date first above written.

COUNTY OF SWEETWATER, STATE OF WYOMING

By: [Signature]  
Chairman, Board of County Commissioners

[Signature]  
Sweetwater County Clerk

*Martin Goicoechea*  
Martin Goicoechea

*Modesto Mendicoa*  
Modesto Mendicoa

The State of Wyoming )  
County of Sweetwater ) ss.

The foregoing instrument was acknowledged before me by \_\_\_\_\_, Chairman of the Board of County Commissioners of the County of Sweetwater, State of Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 1986.



Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_

The State of Wyoming )  
County of Sweetwater ) ss.

The foregoing instrument was acknowledged before me by Martin Goicoechea, this 12th day of March, 1986.



Witness my hand and official seal.

*Mary T. Smith*  
Notary Public

My Commission expires:  
November 8, 1988

The State of <sup>Wyoming</sup> ~~Utah~~ )  
County of <sup>Sweetwater</sup> ~~Daggett~~ ) ss.

The foregoing instrument was acknowledged before me by Modesto Mendicoa, this 12th day of March, 1986.



Witness my hand and official seal.

*Mary T. Smith*  
Notary Public

My Commission expires:  
November 8, 1988