

FREMONT COUNTY
REGULAR SUBDIVISION REGULATIONS

Adopted
June 1982

Amended January 1985; December 1992; February 1998; March 2001;

October 15, 2002; June 27, 2006; March 6, 2007; January 13, 2009;

December 28, 2010; June 18, 2013

Re-Written
September 5, 2017

Amended October 3, 2023

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FREMONT COUNTY
REGULAR SUBDIVISION REGULATIONS
RESOLUTION

BOARD OF COUNTY COMMISSIONERS
FREMONT COUNTY, WYOMING

WHEREAS the regulation and control of the subdivision of land, including mobile home parks, lying within the unincorporated area of Fremont County is vested in the Board of County Commissioners by Wyoming Statutes 18-5-301 through 18-5-318 (2023 Edition); and

WHEREAS the Board of County Commissioners did request the Fremont County Planning Commission to prepare and recommend certain subdivision regulations and from time to time amendments thereto; and

WHEREAS the Fremont County Planning Commission has prepared and recommended such recommendations to the Board of County Commissioners on May 25th, 2023; and

WHEREAS the Board of County Commissioners did receive said recommendations and after thoroughly reviewing them did properly advertise and hold a public hearing on October 3rd, 2023; and

WHEREAS all testimony given at the public hearing has been carefully and thoughtfully considered; and

WHEREAS the Board of County Commissioners has determined that the health, safety, and welfare of the citizens of Fremont County, Wyoming will be substantially benefited by the adoption and enforcement of the following subdivision regulations.

“NOW THEREFORE BE IT RESOLVED THAT THE FOLLOWING REGULATIONS ARE HEREBY ADOPTED BY THE BOARD OF COMMISSIONERS OF FREMONT COUNTY:”.

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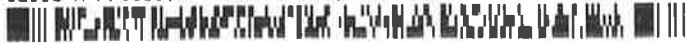
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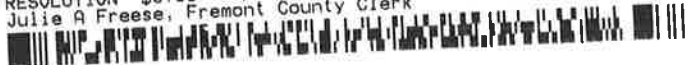
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CHAPTER I

TITLE, AUTHORITY, PURPOSE AND DEFINITIONS

1. Title.

- A. This resolution shall be known as the “Fremont County Regular Subdivision Regulations.” These regulations establish rules and standards governing the platting of land into subdivisions and administrative procedures to be followed by the Board of County Commissioners and the Planning and Zoning Commission and set forth penalties for violations thereof.

2. Authority.

- A. The regulation and control of the subdivision of land within the unincorporated areas of Fremont County are vested in the Fremont County Board of County Commissioners by Wyoming Statutes (1997 Edition) Title 18 Chapter 5, Section 101 through Section 315.

3. Purpose.

- A. These Regulations are designed and enacted for the following purposes:
 - I. To promote the public health, safety and general welfare of the present and future residents of Fremont County, Wyoming.
 - II. To establish standards of design and procedures for subdivisions, re-subdivisions and replats.
 - III. To promote harmonious layout and land use and to ensure accurate and legal descriptions and monumentation of lands.
 - IV. To guide public and private policy and action in order to provide adequate and convenient transportation, utilities, public facilities and fire protection.
 - V. To avoid population and traffic congestion, air and water pollution, and flood damage resulting from inadequate land planning by establishing minimum areas, proper location and width of streets and roads, adequacy of water source(s) and of sewage treatment.
 - VI. To avoid excessive expenditure of public funds for the supply of public improvements and services by ensuring that new development meets County standards and that costs are borne by the developer.

- VII. To provide coordination of easements and roads within subdivided land with other roads, both existing and planned, to provide for proper physical and legal access, to provide the dedication of land for roadways and easements and to provide for the improvement of roads where deemed necessary.

4. Intent.

- A. No person shall subdivide land or commence the physical layout or construction of a subdivision without first obtaining a subdivision permit from the Board. Such subdivision permit shall be constituted by the Board’s certificate of approval on the subdivision plat.

5. Definitions.

For the purposes of these regulations, certain words, terms and phrases as used herein shall have the following meanings:

Accessory Structure – Any additional structure either attached or free standing, which is located on an individual lot including, but not limited to, awning, patio cover, carport, porch, storage unit, shelter or screen.

Base Flood Elevation – The computed elevation to which floodwater is anticipated to rise during the base flood. Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles.

Block – A piece or parcel of land or group of lots entirely surrounded by streets and/or land on one side of a street lying between the streets and un-subdivided lands, railroads or parks, bodies of water or waterways.

Board – The Board of Fremont County Commissioners, Fremont County, Wyoming.

Building Setback Line – A line drawn parallel to and a prescribed distance from the street right-of-way line(s) which establishes the minimum distance allowable between the street right-of-way line(s) and any building or structure or portion thereof.

Building Site – A lot or parcel of land containing not less than the prescribed minimum area required by any applicable regulations at the time and occupied or intended to be occupied by buildings or structures.

Central Water System – A system for providing potable water through pipes or constructed conveyances that serves at least fifteen (15) residences or twenty five (25) individuals.

Cistern – A water storage tank, used for potable water when an individual well, Central Water System or Community Water System are unavailable.



Commercial Septic System – A septic system that serves a business or profit-making venture.

Common Area – An area of land set aside within a subdivision for the use in common by the residents thereto; such areas shall be subject to approved legal controls and the governing body may require that it be made a party to legal agreements thereof.

Community Water System – A water supply system providing potable water to a minimum of four (4) homes and up to nine (9) homes.

Common Element – Non-lot land area(s) within the subdivision including dedicated roads and common areas.

Comprehensive Master Plan – The Comprehensive Master Plan of Fremont County, Wyoming, when and as adopted, amended and supplemented, including revisions.

Conditional Approval – An affirmative action by the Planning Commission indicating approval of a Preliminary Plat subject to certain stipulations.

Contiguous – Touching at a point or along a boundary.

County Commissioners –The Board of Fremont County Commissioners, Fremont County, Wyoming.

Easement – The right to use the real property of another for a specific purpose. The easement is itself a real property interest, but legal title to the underlying land is retained by the original owner for all other purposes.

Engineer – As used in these regulations means a person licensed by the State of Wyoming as a professional engineer.

Encumbrance – A mortgage or other lien of record, securing or evidencing indebtedness and affecting land to be subdivided, including liens for labor and materials. Taxes and assessments levied by public authority are not an encumbrance under this article except such taxes and assessments as may be delinquent.

Engineering Plans – Plans, profiles, cross-sections, and other required details for the construction of improvements, prepared in conjunction with the final plat and in compliance with the standards of design and construction as required by the Board of County Commissioners.

Exceptions – Any parcel of land located within the perimeter of the subdivision, but which is not included on the plat.

Fee Simple – A fee simple is an estate limited absolutely to a person or persons and their heirs and assigns forever without limitation or conditions. A fee simple estate is one in which



the owner is entitled to the entire property, with unconditional power of disposition during his life, and descending to his heirs and legal representatives upon his death. Such estate is unlimited as to duration, disposition, and descendibility.

Final Approval – Approval of the final plat by the Board of County Commissioners as evidenced by certification on the plat by said Board of County Commissioners of Fremont County, Wyoming. Final approval constitutes authorization to record the final plat.

Flood Hazard – Possible occurrence of overflow storm water causing flooding of lands or improvements, or having sufficient velocity to transport or deposit debris, to scour the surface soil, to dislodge or damage buildings, or to cause erosion of the banks or channels of waterways, streams and rivers.

Floodway –The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Geologist – As used in these regulations means a person licensed by the State of Wyoming as a professional geologist.

Governing Body – The Board of Fremont County Commissioners of Fremont County, Wyoming.

Ground Anchors – Devices placed in the ground such as cast-in-place concrete “dead men” eyelets embedded in concrete slabs or runways, screw augers, arrowhead anchors or other devices.

Holding Tank – A watertight receptacle designed to receive and store wastewater.

Homeowners’ Association – A non-profit organization operating under recorded agreements through which each lot owner in a subdivision or other described land area is a member and such lot is subject to a charge for a proportionate share of the expenses for the organization’s activities as related to the maintenance of the common elements.

Improvement and Service District – A Special Tax District set up to provide services that local governments are not able to provide including road, well and common area maintenance pursuant to W.S. 18-12-101 et seq.

Irrigation Facilities – Canals, ditches, laterals, conduits, gates, pumps, reservoirs and any allied equipment necessary for the supply, delivery, storage and drainage of irrigation waters.

Large Acreage Parcel – Any parcel of 35 acres or more.

Lease – To grant the possession and use of land to another in return for rent or other consideration.

LOTS



- **Lot** – A piece or parcel of land separated from other pieces or parcels by legal description, as in a subdivision, or by metes and bounds, for the purpose of sale, lease, or separate use.
- **Lot Width** – The distance between side lot lines measured parallel to the street at the minimum front setback line.
- **Lot Depth** – The shortest distance, measured on a line parallel to the axis of the lot, between points on the front and rear lot lines.
- **Lot Lines** – The lines bounding a lot.

Merchantable Title – A good and marketable title in fee simple, free from litigation, palpable defects, and grave doubts, a title which will enable the owner not only to hold it in peace but to sell it to a person of reasonable prudence.

Merged – The process by which multiple parcels are legally transferred through the deeding process into one single surveyed parcel where all remnant division lines are removed.

Micro Home – A dwelling that is typically less than 500 square feet with a fully functioning kitchen and bathroom.

Micro Home Park Subdivision – A parcel of land where the owner proposes to develop and rent or lease six (6) or more lots or sites within a planned development.

MOBILE HOME

- **Dependent Mobile Home** – Any mobile home that does not have a flush toilet or shower.
- **Independent Mobile Home** – A mobile home that has a flush toilet and a bathtub or shower.
- **House trailer** – Every trailer which is:
 - Designed, constructed and equipped as a dwelling place, living abode or sleeping place, either permanently or temporarily;
 - Equipped for use as a conveyance on streets and highways; and
 - Eight and one-half (8 1/2) feet or less in width, excluding appurtenances, or more than eight and one-half (8 1/2) feet in width and used primarily as a mobile laboratory or mobile office.
- **Mobile Home/Manufactured Home** – A residential dwelling built in accordance with the Federal Manufactured Home Construction and Safety Standards which is a unit

more than eight and one-half (8 1/2) feet in width which is designed, constructed and equipped as a dwelling place, living abode or place of business to which wheels may be attached for movement upon streets and highways except a unit used primarily as a mobile laboratory or mobile office.

- **Modular Home** – A residential dwelling constructed in a factory to a residential construction code other than the Federal Manufactured Home Construction and Safety Standards.

Mobile Home Lot – A parcel of land for the placement of a mobile home and the exclusive use of its occupants within a Mobile Home Park Subdivision.

Mobile Home Park Subdivision – A parcel of land which has been so designated and improved that it contains six (6) or more lots or sites available for the occupancy of mobile homes.

Mobile Home Stand – The part of the mobile home lot reserved for the actual placement of the mobile home.

Mountain Terrain Subdivision – A subdivision in which over twenty-five percent (25%) of its area is in slopes exceeding twenty percent (20%), subdivisions meeting these requirements may use the Mountain Road Standards found in Table 1.

Mutual Benefit Association – A domestic corporation which is formed as a mutual benefit corporation pursuant to the Wyoming Nonprofit Corporations Act.

Open Title Commitment – A document that shows the complete chain of custody and any encumbrances on a parcel of land from Patent to the current date.

Parcel – “Parcel” means a contiguous piece of property lawfully created or conveyed of record as a single piece of property.


Pedestrian Way – A walkway for pedestrians designed as an integral part of a subdivision either for public or private use and delineated on the preliminary and final plat.

Personal Notice – The sending of notice by certified letter with return receipt request, mailed by the Planning Department, cost to be paid for by petitioner.

Planning Commission – The Planning and Zoning Commission of Fremont County, and shall consist of five (5) members, as appointed by the Board of County Commissioners.

Planning Department – Shall mean the Fremont County Planning and Rural Addressing Department.

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PLATS



- **Plat** – A map of a subdivision.
- **Preliminary Plat** – A preliminary plat, including supporting data, indicating a proposed subdivision development, prepared in accordance with Chapter III of these regulations.
- **Final Plat** – A map of all or part of a subdivision conforming to an approved preliminary plat, prepared in accordance with the provisions of Chapter III of these regulations.
- **Recorded Plat** – A final plat bearing all the executed certifications of approval required by these regulations and duly recorded in Fremont County, Wyoming.
- **Re-Plat** – A re-plat includes:
 - Any change in any public street or road layout or any other public improvement;
 - Any change in layout of any private street or road dedicated for common use;
 - Any change in any lot line;
 - Any change in the amount of land reserved for public use or the common use of lot owners;
 - Any change that affects any Plat legally filed prior to Fremont County's adoption of any regulations controlling subdivisions.

Professional Land Surveyor – A surveyor as defined by W.S. 33-29-902 who is licensed to practice professional land surveying pursuant to W.S. 33-29-201 through 801.

Public Improvement Standards – The County standards and design criteria required by the Board of County Commissioners regulating the design and construction of public improvement in Fremont County, and as provided in these regulations.

Public Sewer System – Any sewerage system whose operation is controlled by a governmental agency, public utility or private utility.

Public Utilities – Underground, above ground or overhead facilities furnishing to the public, electricity, gas, steam, communications, water, drainage, sewage disposal, flood control, irrigation water, refuse disposal, wind power, solar power etc., owned and operated by any person, firm, corporation, or other legal entity, county department, city or board duly authorized by applicable laws.

Restrictive Covenants – A clause in a Deed, an Appendix or Addendum to a Deed or a standalone recorded document that places restrictions upon a future use of the property.

Retained Ownership – The process where a long time landowner wishes to split off a small portion of land containing their residence, from their larger parcel of land. The parcel to be retained (parcel with the residence and minor amount of land) is intended for their long term (greater than one (1) year) use. The result is the retained parcel (smaller parcel with their residence) and a larger parcel which must be thirty-five (35) acres or greater are exempt from the Subdivision Regulations.

Sell – Or “sale” includes sale as evidenced by the delivery of a deed, contract for deed, lease, assignment, auction, or award by lottery concerning a subdivision or any part of a subdivision. “Sell” or “sale” does not include a contract to sell which is expressly contingent upon the recording of the final plat by the county clerk, if all funds paid by the buyer under the contract are escrowed with a financial institution located in this state or a title company licensed to do business in this state until the final plat is recorded and the seller tenders the deed or the contract to sell is cancelled or the buyer and seller agree otherwise in writing.

Sewage system – All pipelines, conduits, pumping stations, force mains and other constructions used for collecting or conducting wastes to a treatment plant or disposal system; any plant or other works used for the purpose of treating, stabilizing or holding wastes; and any system used for disposing of wastes, either by surface or underground methods, including any treatment plant, disposal wells and absorption fields.

Small Wastewater System – Any sewerage system, disposal system, or treatment works having simple hydrologic and engineering needs which is intended for wastes originating from a single residential unit serving no more than four (4) families or which distributes 2,000 gallons or less of domestic sewage per day.

Special Flood Hazard Area – The land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

Steep Slope – Any land having an average slope of fifteen percent (15%) or more. A steep slope shall be determined by measurement of an average slope perpendicular to the proposed street line between the proposed rear lot line and the center of the street. Any block frontage shall be considered a steep slope area if the slope of thirty percent (30%) or more of its length equals or exceeds fifteen percent (15%).

STREETS (GENERAL)

- **Street** – Any existing or proposed street, avenue, boulevard, road, lane, parkway, place, bridge, viaduct, or easement for vehicular access; or a street shown on a plat heretofore approved pursuant to applicable laws; or a street on a plat duly filed and recorded in Fremont County, Wyoming. A street includes all land within the street right-of-way whether improved or unimproved, and includes such improvements as pavement, shoulders, curbs, gutters, sidewalks, parking spaces, bridges, viaducts, lawn and trees.



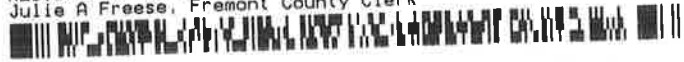
- **Alley** – A public way providing secondary vehicular access and service to properties
- **Arterial Street** – A general term including freeways, expressways, major arterial street and interstate, state and county highways having regional continuity.
- **Collector Street** – A street generally with limited continuity serving the primary function of moving traffic between arterial streets and local streets and the secondary function of providing access to abutting properties.
- **Cul-de-sac** – A short local street having one end permanently terminating in and including a vehicular turning area.
- **Frontage Road** – A local street parallel to and abutting an arterial street which provides access to abutting property, intercepts other local streets, and controls access to the arterial street.
- **Local Street** – A street serving the primary function of providing access to abutting property.
- **Mountain Roads** – Roads used for access in areas that have steep slopes, environmental problems or heavy snowfall and require special design considerations. Mountain Roads may only be used where the Subdivision meets the requirements of a Mountain Terrain Subdivision.
- **Parkways** – Roads developed primarily for low speed traffic to provide access to recreational areas, scenic attractions and vistas and historical and cultural sites and areas.
- **Private Street** – Any parcel of land or nonexclusive easement not owned by a public entity and not accepted for dedication to the general public, that is used or intended to be used for vehicular access to a building site.

Street and Highway Plan – An element of a Comprehensive Master Plan that provides for development of a system of streets and highways.

Subdivider – Any person who lays out any subdivision or parts thereof either for the account of the Subdivider or others.

SUBDIVISIONS

- **Subdivision** –The creation or division of a lot, tract, parcel or other unit of land for the immediate or future purpose of sale, building development or redevelopment, for residential, recreational, industrial, commercial or public uses. The word “subdivide” or any derivative thereof shall have reference to the term subdivision, including mobile home courts, the creation of which constitutes a subdivision of land.



- **Regular Subdivision** – The subdivision of one (1) or more units of land into six (6) or more units of land.
- **Re-subdivision** – The creation of additional lot(s) from the number originally approved and platted, the reconfiguration of lot(s) and street(s) in a significant deviation from the original approved plat or the addition of unplatted land to a previously recorded Plat.
- **Simple Subdivision** – A simple subdivision is the subdivision of one (1) or more units of land into not more than a total of five (5) units of land.

Subdivision Master Plan (S.M.P.) – A preliminary map showing the tentative layout of streets and arrangement of land uses, community facilities, proposed water supply, sewage disposal method, drainage, topography, environmental considerations, vegetative cover, existing conditions, wildlife and fisheries considerations and additional information as may be required to properly consider the proposed development.

Trail – A way designed for use by horses, snowmobiles, 4-wheel drive vehicles, motor bikes, bicycles, pedestrians or other specific use and delineated on the subdivision plat.

Tract – A lot. The term “tract” is used interchangeably with the term “lot,” particularly in the context of subdivision, where a “tract” is subdivided into several lots, parcels, sites, units, plots, or interests.

Trust – A relationship created at the direction of an individual, in which one or more persons hold the individual's property subject to certain duties to use and protect it for the benefit of the individual or others.

Variance – A request to deviate from current subdivision regulations. If granted, it permits the owner to use his land in a way that is ordinarily not permitted by the Subdivision Regulations. It is not a change in the Subdivision Regulations, but a waiver from the requirements of the Subdivision Regulations.

Water Supply System – Includes development of the source and all structures for conveyance of raw water to the treatment plant or delivery systems; all water treatment plants including disinfection facilities; water supply systems used for irrigation and stock water; and all finished water delivery systems including pipelines, pumping stations and finished water storage facilities.

5. Exemptions from provisions.

- A. Unless the method of sale or other disposition is adopted for the purpose of evading the provisions of these Regulations, this section shall not apply to the following subdivisions of land. However, the following subdivisions are subject to requirements which may be adopted by the Board of County Commissioners regarding documentation of the proper use and implementation of the following exemptions. In all exemptions, the following shall apply:



- ingress, egress and utility easements shall be provided to each parcel by binding and recorded easements of not less than forty (40') feet in width to a public road unless specifically waived by the grantee or transferee in a binding and recorded document.
 - Any requested exemption inside an already Platted Subdivision must follow the appropriate Subdivision Regulations.
- I. A division of land made outside of platted subdivisions for the purpose of a single gift or sale to a member of the landowner's immediate family, subject to the following requirements:
- a. A member of the immediate family is limited to any person who is a natural or adopted child, stepchild, spouse, sibling, grandchild, grandparent or parent of the landowner;
 - b. The purpose of the division is to provide for the housing, business or agricultural needs of the grantee;
 - c. The land shall have been titled in the name of the grantor, or in the name of a trust controlled by the grantor, for a combined period prior to the division of not less than five (5) years for land titled before February 27, 2019, or ten (10) years for land titled on or after February 27, 2019. Parcels created under this paragraph shall be titled in the name of the immediate family member for whom the division is made for a period of not less than five (5) years, or for not less than one (1) year if the parcel was created before February 27, 2019, unless the parcels are subject to involuntary transfer including, but not limited to, foreclosure, death, judicial sale, condemnation or bankruptcy;
 - d. No parcel smaller than five (5) acres created under this paragraph shall be further divided unless the owner obtains a subdivision permit pursuant to W.S. 18-5-304.
 - e. Where the landowner is a business entity and eighty percent (80%) of the ownership interest or shares in the business entity are held by individuals related by blood or marriage, the sale or gift may be made subject to the provisions of this section to an immediate family member of any shareholder who has owned at least five percent (5%) of the outstanding shares for at least five (5) years continuously before the date of the sale or gift. (Retained ownership shall not constitute a subdivision under this provision.)
- II. A division which may be created by any court of this state pursuant to the law of eminent domain, by operation of law or by order of any court in this state, except that this paragraph shall not exempt a partition of real property pursuant to W.S. 1-32-101 through 1-32-122 from compliance with this article if the division would otherwise be subject to the provisions of this article;



- III. A division which is created by a lien, mortgage, deed of trust or any other security instrument, easements and rights-of-way;
- IV. Lands located within incorporated cities or towns;
- V. A division which is created by the sale or other disposition of land to the state of Wyoming or any political subdivision thereof;
- VI. A division which affects railroad rights-of-way;
- VII. A division which is a sale or other disposition of land for agricultural purposes or affects the alignment of property lines for agricultural purposes;
- VIII. A division which is created by boundary line adjustments where the parcel subject of the sale or other disposition is adjacent to and merged with other land owned by the grantee. (Retained ownership shall not constitute a subdivision under this provision.)
 - a) Boundary line adjustments must be accompanied by a quit claim or warranty deed.
 - b) For land mergers, the grantee must record a separate quit claim or warranty deed for the previously existing and the newly described parcel(s), described as one tract of land.
- IX. A division which creates cemetery lots;
- X. A division which is created by the acquisition of an interest in land in the name of the husband and wife or other persons in joint tenancy or as tenants in common, and the interest shall be deemed for purposes of this subsection as only one (1) interest;
- XI. A division of land creating a parcel five (5) acres or less for the purpose of establishing unmanned communication facilities, compressor stations, metering stations, fiber optic booster stations or similar unmanned facilities;
- XII. The sale or disposition of separate parcels of land that were separate when lawfully created or conveyed and which have not been combined by a recorded instrument of conveyance signed by all of the owners;
- XIII. Except as provided in W.S. 18-5-316, this section shall not apply to the sale or other disposition of land where the parcels involved are thirty-five (35) acres or larger, subject to the requirement that ingress and egress and utility easements shall be provided to each parcel by binding and recorded easements of not less than forty (40) feet in width to a public road unless specifically waived by the grantee or transferee in a binding and recorded document. (Wyoming State Statute 18-5-303(b)) (Retained ownership shall not constitute a subdivision under this provision.)

- B. Method of sale which shall be considered as purposeful evasion shall include, but not necessarily be limited to, the following:
- I. Chain Deeding – This method of sale is one in which an owner of a parcel retains a part of what he owns and conveys the rest to a second party who in turn retains a part of what he receives and conveys the remainder to a third party.
 - II. Cell Splitting – This method of sale is one in which the owner of a parcel divides it into two parcels which are then conveyed to two other parties who in turn do the same thing with that which they receive.

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CHAPTER II

ADMINISTRATION

None of these regulations shall be construed to require replatting of previously legally recorded plats.

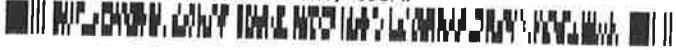
1. Administration:

- A. The regulations stated herein are minimum standards. The County Commissioners shall reserve the authority to apply reasonable restrictions, limitations, or modifications deemed necessary to protect bona-fide and legitimate health and safety issues related to, or caused by, the subdivision.
- B. It shall be the responsibility of the Subdivider to prepare plats and plans consistent with design criteria and standards and accomplish improvements consistent with improvement standards as contained in these regulations and as set forth by the County Commissioners.
- C. These regulations shall be administered by the Planning Department. It shall be responsible for providing technical planning advice to the Subdivider, Planning Commission, and County Commissioners. It shall review all proposed subdivisions for conformance with existing land development regulations, ordinances and standards, and coordinate the public and private interests.
- D. All plats submitted to the County Commissioners shall first have been examined by the Planning Commission in accordance with the procedures established by these regulations. As a part of its examination, the Planning Commission may give notice to any interested public or private entity for the purpose of determining whether or not the plat is in full conformity with all requirements for the orderly growth and development of Fremont County. All materials required to be submitted by these regulations shall be provided to the Planning Department. Preliminary Plats, Final Plats, supporting documentation, and Planning Department comments shall be reviewed and evaluated by the Planning Commission. After concluding its review, the Planning Commission shall: for Preliminary Plats; notify the Subdivider of its decision and requirements in writing. For Final Plats, communicate its recommendations to the Subdivider, or their representative, and the County Commissioners in writing. The Planning Department, Planning Commission, and the County Commissioners shall be guided by the procedures and schedules set forth in this document.

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- E. In all cases, the Planning Commission shall act on Final Plats within forty-five (45) days from the date of filing with the Planning Commission or the Secretary of the Planning Commission. If no action is taken by the Planning Commission within that time, the Plat shall be deemed to be approved by the Planning Commission.
- F. The County Commissioners shall have final jurisdiction and shall approve or disapprove the subdivision application and issue a subdivision permit or ruling within forty-five (45) days after receiving a report and recommendation from the Planning Commission.
- G. When any part of a subdivision lies outside the limits of an incorporated city or town, but within one (1) mile of the boundary of an incorporated city or town, that subdivision shall be approved by the Board and certified by the governing body of the city or town before the plat shall be filed by the County Clerk.

2. Appeals:

- A. Any Subdivider aggrieved by the action of the Planning Commission or the Planning Department in their administration of these regulations may request an informal hearing before the County Commissioners (This hearing does not have to conform to the contested cause procedures set forth in the Wyoming Administrative Procedures Act). The written request shall be submitted within thirty (30) days of the action appealed, and shall state the specific relief which the Subdivider or landowner seeks. Within thirty (30) days of receipt of such request, the County Commissioners shall hold a hearing to determine the proper application of these regulations. At the hearing, the County Commissioners shall consider not only the Subdivider's appeal, but also the written or verbal comments of the Planning Commission, agency or person and note the decision in its record of the hearing. The Subdivider may then proceed with the process to subdivide his land based upon the decision of the County Commissioners. This decision shall be binding upon all agencies and administrative personnel of Fremont County Government.
- B. Any Subdivider aggrieved by the action of the County Commissioners in their administration of the provisions of this chapter may seek judicial review in accordance with the Wyoming Administrative Procedures Act and the Wyoming Rules of Civil Procedure.

3. Variances:

- A. When it can be shown by the Subdivider that strict compliance with the provisions of these regulations would cause undue hardship, the Planning Commission may recommend a variance to these requirements. The discussion of any variance shall be based upon a finding that unusual topographical or other special circumstances require such a variance


and that its approval will not adversely affect the general public health, safety, or welfare nor nullify the intent and purpose of these regulations. Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.

- B. All requests for variances shall follow the provisions outlined in Chapter IX of these Regulations. The provisions of any variance granted shall be incorporated into the Final
- C. Plat which must be approved by the County Commissioners.

4. Fees:

- A. To initiate the review of a Simple Subdivision, Regular Subdivision, Re-Subdivision, Plat Vacation, or Re-Plat the petitioner shall file the necessary Permit Application with the specified fees as outlined in the current Fremont County Planning and Rural Addressing Fee Schedule.
- B. Upon completion of the review and approval of a Simple Subdivision, Regular Subdivision, Re-Subdivision, Re-Plat or Plat Vacation, by the County Commissioners and when all required infrastructure checks have been completed and approved, the Planning Department shall notify the Subdivider that the Final Plat mylar is ready to be recorded. Prior to recording, all remaining fees, including: postage for mailings, any road signage fees, real estate taxes and all fees determined appropriate shall be paid to the Planning Department by the Subdivider at which time the Final Plat may be filed with the Fremont County Clerk and Recorder.

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CHAPTER III

PLATTING PROCEDURES

The preparation, submission, review, and approval of all Regular Subdivision plats shall proceed through the stages listed below and those outlined in Chapters II, IV, V and VI of this document.

Mobile Home Park and Micro Home Park Subdivisions must also follow the stages listed below, and those provisions outlined in Chapter VII of this document.

1. Pre-application Conference

- A. The Pre-application Conference, which can be conducted in person or via phone/teleconference, is a mandatory meeting between the Planning Department and all landowners represented on the Plat. During this meeting, the Subdivider will present their proposed development, and the Planning Department shall describe specific public objectives related to the proposed subdivision and other details regarding platting procedures and requirements. Should it be determined that a variance to an existing regulation, ordinance or standard may be necessary to permit the development, the applicant shall be notified of the requirements necessary to qualify for a variance recommendation.

- B. During the Pre-Application Conference, the Subdivider and the Planning Department shall be responsible for the following actions:
 - I. The Subdivider shall meet with the Planning Director and present a general outline of their proposal, including, but not limited to:
 - a) Sketch plans and ideas regarding land use, street and lot arrangement and tentative lot sizes;
 - b) Tentative proposals regarding water supply, sewage disposal, storm drainage and street improvements;
 - c) Tentative proposals regarding the following applicable subjects: natural hazard areas including flood zones, environmental problems, irrigation ditch and drainage issues, wildlife and fisheries considerations, erosion controls, vegetative cover and grading proposals, soils problems, slope and road alignment concerns, percolation tests and any other considerations which are a factor in reviewing the proposed development;



- II. The Subdivider shall pay the Regular Subdivision Application Fee found in the Fremont County Planning and Rural Addressing Fee Schedule.

- III. The Planning Department shall provide the Subdivider:
 - a) A copy of the Regular Subdivision Application Package;

 - b) A description of procedural steps, overall design conformance, compliance with existing land development regulations, Master Plans, ordinances, resolutions and standards;

 - c) A preliminary copy of the NRCS soils report for the proposed area and discuss with the Subdivider the implications of the soils types and their effect on building construction and Small Wastewater.

- C. Following the Pre-application meeting, the Planning Department shall then proceed with the following investigations and report its findings to the Subdivider:
 - I. Review the proposed development for conformance with existing land development regulations, Master Plans, resolutions and ordinances;

 - II. Determine, if possible, potential problems that could affect the proposed development;

 - III. Determine whether a Subdivision Master Plan shall be prepared and approved prior to preparation and consideration of a preliminary plat.

2. Subdivision Master Plan (S.M.P.)

- A. Whenever the land within proposed subdivision is part of a larger land area owned by the subdivider, the development of which is planned or reasonably expected, the Planning Director shall require that a Subdivision Master Plan be prepared for the entire land holding.

- B. The Subdivision Master Plan shall be prepared to a scale and accuracy commensurate with its purpose, and shall include, but not be limited to:
 - I. General street patterns with particular attention to functional vehicular circulation and relationship to existing Streets and Highway Plan, if adopted.



- II. Proposed land uses and relationship to community facilities.
 - III. Methods proposed for sewage disposal, water supply, storm water drainage and solid waste disposal.
 - IV. Approximate lot sizes and design layout.
 - V. General size and location of open space.
 - VI. Topography and drainage.
- C. When the Subdivision Master Plan has been accepted by the Planning Director, it shall be submitted to the Planning Commission at the earliest date possible for general review and comments. Conditional approval of the Subdivision Master Plan by the Planning Commission shall constitute the general design approach to be followed in the preparation of all preliminary plats within its boundaries. If development is proposed to take place in several stages, the Subdivision Master Plan shall show the proposed staging. The Subdivision Master Plan shall be kept up-to-date by the subdivider and revised to show any changes in design. The Subdivision Master Plan shall be presented as supporting data for each preliminary plat.

3. Preliminary Plat

The Preliminary Plat Stage includes preparations, review, and Planning Commission action on the preliminary plat. Processing of the preliminary plat will be expedited by submission of all information essential to determining the intended character of the subdivision so that the preliminary plat will satisfy the requirements set forth in these regulations.

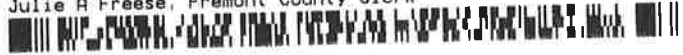
- A. The applicant shall submit proof (Publisher's Affidavit) that the applicant has published notice of his intent to apply for a Subdivision Permit, in the County newspaper of record, once each week for two (2) weeks within thirty (30) days prior to filing his application. The notice will include the name of the subdivider and the general location of the land to be subdivided (See Appendix B).

B. Preliminary Plat First Submission and Review

In addition to the above listed Affidavit of Publication, all the items listed below must be received by the Planning Department and deemed complete, a minimum of twenty-one (21) days prior to the next scheduled Planning Commission meeting:

- I. The Subdivider shall submit a completed and signed Regular Subdivision Application and checklist;

- II. The Subdivider shall pay the Regular Subdivision Preliminary Plat Fee found in the Fremont County Planning and Rural Addressing Fee Schedule;
 - III. The Subdivider shall provide a minimum of fifteen (15) copies of the preliminary plat, as well as a PDF file of the preliminary plat and any required supporting data;
 - IV. The Subdivider shall provide a complete Open Title Commitment for the proposed subdivision;
 - V. The Subdivider shall have a Wyoming Licensed Surveyor delimit the exterior boundary of the subdivision and all lot corners with visible flagging. Additionally, all internal roads shall be visibly marked with lath and flagging either centerline or perimeter. These markings must remain in place until the plat is reviewed by the Planning Commission;
 - VI. The Subdivider shall provide a copy of an approved access document, or an approved Access Permit or change of access from the necessary Road or Highway Department;
 - VII. The Subdivider shall provide a Subdivision Master Plan if it was determined one was needed;
 - VIII. The Subdivider shall provide evidence that the appropriate Soil Conservation Service district office has been contacted and that the proposed subdivision will be reviewed and the appropriate recommendation letter will be delivered to the Planning Department prior to the next scheduled meeting of the Planning Commission;
- C. The submittal shall be checked against the Regular Subdivision Checklist and the requirements of Chapters IV (sections 1, 2, 4 & 5) and V of these regulations by the Planning Department for completeness:
- I. If the submittal meets all requirements of these regulations it shall be assigned a case number;
 - II. If the submittal is incomplete, it shall be returned to the Subdivider with notification of its deficiencies.
- D. The Planning Department will send copies of the Preliminary Plat to all known utility companies, irrigation companies, the State Engineers office and Fremont County Emergency Services, requesting their input on the proposed subdivision related to



adequacy of easements, road dimensions, water distribution plans, or any other items they believe should be further addressed in the Final Plat.

- E. The Planning Department will contact the County Commissioners if the Subdivision is directly or indirectly accessed off a County Road.
 - I. Whenever, in the opinion of the County Commissioners, the proposed subdivision, when fully built out, may create a traffic burden or hazard on a County Road that may require major improvements in order to protect the health, safety and welfare of the public, the Subdivider may be requested to conduct a Traffic Impact Study of the impact of the proposed Subdivision.
- F. All preliminary plats for a Regular Subdivisions lying within one (1) mile of an incorporated municipality, within a “Municipal Critical Area” or within one-half (1/2) mile of a municipality owned airport must be submitted to said municipality for consideration, recommendation, and approval.
- G. Wyoming Statutes 18-5-306 through 18-5-308 require the County to refer subdivision applications to the Department of Environmental Quality (DEQ). After receiving a subdivision application from the County, DEQ has thirty (30) days to make a recommendation to the County with the provision for a thirty (30) day extension. The purpose of the recommendation is to advise the County about water and sewage issues related to the subdivision.
 - I. DEQ has application requirements above and beyond those of Fremont County. These requirements are technical, detailed and numerous. Because this review is completed by DEQ, the applicant’s best source of information is DEQ. Subdivision applicants should contact DEQ directly to obtain application materials and necessary assistance.
 - II. Upon the subdivision preliminary plat application being submitted to Fremont County Planning, the developer shall submit two (2) copies of the Water / Wastewater Study to the Wyoming Department of Environmental Quality for their review and approval, and one (1) copy to Fremont County Planning for its review as well. The Planning Commission cannot proceed with their own review of the subdivision Preliminary Plat until DEQ has completed their review and provided a written letter of approval for the proposed Water / Wastewater Study. The applicant is responsible for making the application to the DEQ.

H. Preliminary Plat Approval

- I. When the requirements of these regulations have been met, the preliminary plat is placed on the agenda for the next regular meeting of the Planning Commission for review and action.
 - a) The Planning Department shall notify the adjacent and nearby landowners within a 400' radius of the proposed subdivision and any property owners along a privately maintained access road, via First Class Mail. The notification shall show the area of the proposed subdivision, its relationship to their property, and the meeting date so they may attend and/or make written comment.
 - b) The Subdivider or his authorized representative and the surveyor of record, must attend the meeting of the Planning Commission when the preliminary plat is submitted for action.
 - II. If satisfied that the plat meets all objectives and requirements of existing land development regulations, ordinances, resolutions and standards, the Planning Commission may approve the Preliminary Plat and authorize the Subdivider to proceed with the preparation of the Final Plat and necessary engineering drawings.
 - III. If the plat is generally acceptable but requires minor modification or revision related to wording or minor context before the final plat is prepared, the Planning Commission may grant conditional approval requiring the incorporation of such required revisions and modifications in the preparation of the Final Plat and engineering drawings.
 - IV. If the preliminary plat is found to require changes in roads or easements, boundary lines or be in substantial non-conformance with the existing regulations and standards or if serious problems are raised by surrounding property owners or within other required reports, the Planning Commission shall take appropriate action to table, deny, or take no action on the preliminary plat. Any new submittal of a plat for the same land area shall satisfactorily address the concerns raised during the initial preliminary plat review and must be resubmitted and reviewed again by the Planning Commission.
- I. Significance of Preliminary Plat Approval

Preliminary plat approval constitutes authorization for the Subdivider to proceed with the preparation of the final plat and engineering plans provided that:



- I. The conditions under which preliminary approval is granted shall not be changed prior to expiration date;
- II. Approval is valid for a period of twelve (12) months from the date of the Planning Commission's action and may be extended once for six (6) months at the discretion of the Planning Commission;
- III. Such other terms and conditions as may be specified at the time of such approval of the preliminary plat.

4. Final Plat

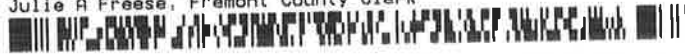
The final plat stage includes final design and engineering of the subdivision and the preparation, submission, review and action on the final plat and engineering plans.

A. Pre-Submission Requirements

- I. Preparation of the Final Plat – The final plat shall conform closely to the approved preliminary plat and be prepared in accordance with these regulations.
- II. Easement for Utilities – The final plat submittal shall include a letter signifying approval of utility easements by all public utilities involved.

B. Final Plat Submission

- I. The subdivider shall submit to the Planning Department fifteen (15) true copies of the Final Plat at least twenty-one (21) days prior to the next Planning Commission meeting.
- II. The Subdivider shall pay the Regular Subdivision Final Plat Fee found in the Fremont County Planning and Rural Addressing Fee Schedule;
- III. All Final Plats for subdivisions must include the authorization and recommendation of the Department of Environmental Quality regarding proposed Water and Sewer Systems.
- IV. All Final Plats for subdivisions with irrigation rights must include the written approval of the State Engineers Office, their District representative and/or Irrigation District for the proposed Irrigation Plan.
- V. The County Commissioners shall require the subdivision applicant form an Improvement and Service District pursuant to W.S. 18-12-101 et seq., Mutual Benefit



Association or Homeowners' Association to provide maintenance of subdivision roads and other infrastructure.

- VI. All final plats for subdivisions of land including Mobile Home Park and Micro Home Park Subdivisions, lying within one (1) mile of an incorporated municipality, within a "Municipal Critical Area" or within one-half (1/2) mile of a municipal owned airport, must be submitted to said municipality for consideration, recommendation, and certification. No final plat for the land lying within the areas described above will be considered by the Fremont County Planning Commission until it has been certified by the municipality.
- VII. Prior to final plat approval, the Planning Department shall retain a Wyoming Registered Professional Civil Engineer (consulting engineer), at the subdivider's expense, or the Subdivider shall hire a Wyoming Registered Professional Civil Engineer, that shall inspect and certify that all improvements, including the following, are complete and within the standards set within this document:
- a) All property corners have correct survey monumentation;
 - b) All road design standards have been met and the roads have been installed in the road easement and per construction standards;
 - c) All bridges, culverts and cattle guards have been installed as specified;
 - d) Any required pedestrian ways have been installed;
 - e) All storm drainage has been installed as specified;
 - f) All Central or Community Water Systems have been installed as required;
 - g) All Public Sewer Systems have been installed as required;
 - h) Any Irrigation Water Distribution and Wastewater Collection Systems have been installed as required;
 - i) All utilities have been installed in the utility easements.
 - j) All road name signs and any required Stop/Yield signs have been installed per Fremont County Rural Addressing Regulations.
- VIII. Prior to final plat approval, the subdivider shall comply with the requirements of Chapter VI of these Regulations, including but not limited to:
- a) Executing an agreement with the County showing the estimated costs of necessary improvements and their timeline.

- b) Declaring that all improvements will be constructed in accordance with the standards laid out within these Regulations.
- c) A Phased Development Agreement.
- d) Maintenance of Improvements Agreement.
- e) County Road Improvements Agreement.
- f) Financing agreements including performance bonding or guarantees where appropriate.

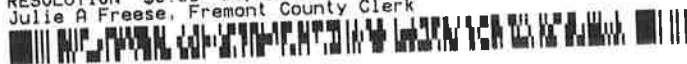
C. Final Plat Approval

- I. Upon notification from the Planning Department that the plat has been processed, the case shall be placed on the agenda of the next regular County Commissioners' meeting, or as soon thereafter as possible, at which time the County Commissioners shall approve or reject the final plat.
- II. If the County Commissioners reject the final plat, such reasons shall be recorded in the minutes and the Subdivider so notified. If the County Commissioners approve the final plat, the County Clerk shall make sure that all required certifications have been duly signed.
- III. Planning Fees Shall be Paid – Following approval of the Final Plat by the County Commissioners, and when all required infrastructure checks have been completed and approved, the Planning Department shall notify the Subdivider that the Final Plat mylar is ready to be recorded. Prior to recording, all remaining fees including postage for mailings, any road signage fees, and all fees determined appropriate as described in the Fremont County Planning and Rural Addressing Fee Schedule shall be paid by the Subdivider.
- IV. Recording – The Subdivider shall record the final plat in the Office of the County Clerk of Fremont County, Wyoming, within one (1) year after the date of approval by the County Commissioners, otherwise the plat shall be considered void. The applicable recording fee shall be paid by the Subdivider at the time of recording. The Subdivider shall furnish the Planning Department with one (1) true copy of each page of the final plat showing evidence of the recording.
- V. Deeds – Because the Plat does not transfer ownership, immediately following the recording of the Final Plat, the Subdivider must record a deed, or series of deeds, to themselves or the entity owning the Lots within the Subdivision.

5. Withdrawal of Approval

- A. The Board of County Commissioners may withdraw their approval of a subdivision plat if and when it is determined that information provided by the Subdivider, upon which such a decision was based, is false or inaccurate.

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CHAPTER IV

INFORMATION REQUIREMENTS

No subdivision of land or the commencement of the physical layout or construction of a subdivision shall occur without first obtaining a subdivision permit from the Board of Fremont County Commissioners.

1. General

All subdivision plats shall contain and/or be accompanied by certain minimum amounts of information as generally described within this chapter.

- A. The applicant shall apply to the Fremont County Planning Department for a Regular Subdivision Permit. This application shall be accompanied by a completed Regular Subdivision Checklist as described in Chapter III.
- B. The applicant shall submit to the Planning Commission evidence that it has complied with Wyoming State Statute 18-5-306(b) regarding review of the subdivision by the local conservation district including a copy of the letter and detailed soils report from the local conservation district.
- C. Open Title Commitment: The Subdivider shall submit an "Open Title Commitment" prepared by a title company to the Planning Department as part of the application packet.
 - I. Detailed information to be contained in the Open Title Commitment:
 - a) In order to assure the plat is complete, it is necessary to include all roads, easement, pipeline, Right-Of-Way, ditch, and any other known physical encumbrances on the plat. Additionally, it is necessary to include the record location of each of those items on the plat to insure completeness and accuracy of the recorded document;
 - b) In order to insure the completeness of the plat, and of the Open Title Commitment, it is necessary for the Title Company to include research of the parcel to be subdivided from its ORIGINAL PATENT through the date of the request for the Open Title Commitment;
 - c) To facilitate review by the Planning Department and inclusion of all pertinent encumbrances by the surveyor on the plat, the Open Title Commitment shall



include a legible copy of each recorded background document used to secure chain of ownership and any easement that impacts the parcel being subdivided.

- D. The Subdivider shall provide a Water Distribution Plan to the Planning Department and provide a copy to the State Engineers Office, local irrigation district board, association, or remaining appropriators in the case of an unorganized ditch or pipeline system for distribution of the water rights within and through the subdivision.
- I. The Water Distribution Plan, as detailed in Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) must include:
- a) All existing water rights which will remain attached to the lands proposed to be subdivided;
 - b) How each water right is to be conveyed from the source to and beyond the lands proposed to be subdivided;
 - c) How the water is to be delivered to the various lots within the proposed subdivision;
 - d) How much acreage of each water right is to remain appurtenant to each lot within the proposed subdivision;
 - e) Because property owners are responsible for drainage of their waste water, depict how waste water is to be managed to ensure it does not damage adjoining lands nor alter historic return flow patterns. It may be necessary to design and show waste ditches or drains to capture water or return flow from upper lots.
- E. The Subdivider shall obtain an approved access document and submit a copy to the Planning Department. Subdivisions requiring a new or upgraded access must receive an access permit from the appropriate State, County or Local Government agency authorizing and approving the access location.
- F. The access road shall be surveyed and recorded on the plat or other recorded document.
- G. The subdivider shall address the proposed responsibility for road maintenance. Maintenance of all roads shall follow the requirements of Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) and Chapter VI (REQUIRED IMPROVEMENTS AND FUNDING) of these regulations.



H. Evidence satisfactory to the board that:

- a) The subdivider or his agent who offers any part of the subdivision for sale or who solicits any offer for the purchase thereof may convey merchantable title subject only to noted reservations or restrictions of record and subject only to a proportionate share of real property taxes or assessments charged or assessed for the year in which any sale may be legally affected; or
- b) Binding arrangements have been made by the person or his agent who offers any part of the subdivision for sale, to assure purchasers of any part of the subdivision that, upon full payment of the purchase price, a deed can and will be delivered conveying merchantable title subject only to noted reservations or restrictions of record and subject only to a proportionate share of such taxes and assessments thereon as may be levied or assessed for the year in which such sale may be legally affected.

2. Preliminary Plats

- A. Preliminary plat information shall be shown graphically on one or more plat sheets with written data entered directly on the plat, or on separate sheets accompanying the plat. The plat scale shall be selected to produce an overall plan sheet measuring 24 x 36 inches.
- B. Information Required on Preliminary Plats
 - I. Name of subdivision and location by section, township, range, meridian, and county, including a complete legal description.
 - II. Name, address, and registration number of the engineer or surveyor who shall be licensed in the State of Wyoming.
 - III. Graphic scale, north point and date of preparation including dates of any subsequent revisions.
 - IV. A small scale location map showing the perimeter of the subdivision and its relationship to existing community facilities including arterial streets, railroads, recreation facilities, waterways, water bodies and other pertinent areas.
 - V. The subdivider shall clearly mark on the plat any portion of the land within the boundaries of the plat that are subject to inundation, storm flow conditions, geologic hazard or other hazards.
 - VI. The subdivider shall note the areas of Special Flood Hazard identified by the Federal Emergency Management Agency per the Fremont County Floodplain Regulations. In



those areas identified by the FEMA Flood Insurance Rate Map, the 100-year event probability lines, and the Base Flood Elevation, and the Floodway shall be shown.

- VII. Existing contours with intervals of two (2') feet. In areas where much of the land is in excess of 10% grade, a five (5') foot interval may be used. In some instances, topographic contour intervals will be accepted that are greater than ten (10) feet when slope conditions are such that ten foot (10') intervals are impractical.
- VIII. All permanent drainage ways, irrigation canals, laterals and ditches shall be accurately located on the plat.
- IX. The location and dimension of existing and proposed streets, alleys, roads, highways, public ways, utility rights-of-way, easements, parks and the location of proposed permanent buildings and structures if known.
- X. If the subdivider proposes to utilize adjoining property for sewers, drainage, sewer lines, power lines or other utilities, the subdivider shall provide:
- a) Copies of binding easements of not less than twenty (20') feet in width for the proposed facilities from each property owner over whose land such services shall extend, except that the board may accept copies of binding easements of a width less than twenty (20) feet if the subdivider demonstrates to the board's satisfaction that the easement is adequate to protect the safety and health of the public and provides adequate access for the maintenance of the facilities;
 - b) A minimum access roadway right-of-way of sixty (60') feet to the subdivision for all public ways.
- XI. Ingress and egress and utility easements shall be provided to the plat boundary and each parcel by binding and recordable easements. Easements for utilities only shall be a minimum of twenty (20) feet in width. Utility easements within the plat boundary shall be twenty (20') feet in width along the exterior boundary and twenty (20') feet in width following interior lot lines located at the subdivider's discretion. Easements for ingress and egress shall be a minimum of forty (40) feet in width. Combined road and utility easements shall be sixty (60) feet in width. However, the utility easements contiguous to an already-approved subdivision will only require a utility easement that provides a minimum of a total of twenty (20') feet of combined utility easement along the common boundary with the neighboring subdivision.
- XII. All recorded plats abutting the proposed plat or across a boundary street from the plat and all un-platted land by ownership.
- XIII. Names of all adjoining property owners including those properties separated from the proposed subdivision property by a roadway or other legal easement.



- XIV. Dimensions of subdivision plat boundaries.
- XV. Street layout, including location and width of streets, alleys, pedestrian ways, and easements including connections to adjoining platted subdivisions and un-subdivided lands. All streets shall have a proposed name.
- XVI. Location, width and proposed use of easements.
- XVII. Locations, extent and proposed use of land to be dedicated or reserved for public or private homeowner's use.
- XVIII. Proposed methods of water supply and sewage disposal.
 - a) For all types of Water Supply, the subdivider shall comply with State Statute 18-5-306, Wyoming DEQ Regulations Chapter 23 and Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) of this document.
 - b) For all types of Sewage Disposal, the subdivider shall comply with State Statute 18-5-306, Wyoming DEQ Regulations Chapters 23 & 25 and Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) of this document.
- XIX. Proposed responsibility for road maintenance.
 - a) The subdivider shall comply with Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) of this document.
- XX. Status and description of irrigation water rights.
 - a) The subdivider shall comply with Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) of this document.

3. Final Plats

The following information is required to be placed on all final plats:

- A. The final plat shall be drawn in permanent black ink on linen or polyester base film.
- B. The final plat submitted for official county approval shall be either the original drawing or a photographic reproduction on a polyester film. Diazo reproductions on polyester film will not be accepted. Overall sheet size shall be 24"x 36". If more than two (2) sheets are required, the final plat shall include an index sheet of the same dimensions as other sheets showing the entire plat on one sheet and indicating the portion thereof contained on each of the other sheets.



C. Survey and Other Descriptive Information.

- I. Name of subdivision and location by section, township, range, meridian, and county, including a complete legal description.
- II. Designation as a: REGULAR SUBDIVISION, RE-SUBDIVISION, MICRO HOME PARK SUBDIVISION OR MOBILE HOME PARK SUBDIVISION.
- III. Name, address, and registration number of the engineer or surveyor, who shall be licensed in Wyoming.
- IV. Graphic scale, north point, and date of preparation.
- V. Bearings, distances and curve data on subdivision perimeter boundaries and lot boundaries. Bearings shall be shown to seconds of arc and distances to hundredths of a foot. Curve data shall include radius, central angle, chord bearing, and distance and arc lengths. (Permissible error of closure 1-10,000)
- VI. A small scale location map showing the perimeter of the subdivision and its relationship to existing community facilities including arterial streets, railroads, recreation facilities, waterways, water bodies and other pertinent areas.
- VII. Location of city, town, and other governmental agency boundary lines crossing or adjoining the subdivision.
- VIII. Location and description of cardinal points to which all dimensions, angles, bearings, and similar data on the plat shall be referenced. The subdivision shall be tied to a minimum of two (2) corners, established in the United States Land Survey, and the plat shall be tied to any contiguous plat(s). Ties for all public corners shall be shown.
- IX. Location and description of all physical encroachments upon the boundaries of the tract.
- X. Total acreage of the subdivision and total number of lots.
- XI. Street name, right-of-way lines, courses, lengths, width of all streets, alleys, pedestrian ways, utility easements or easements of any kind, radii, points of tangency and central angles of all curvilinear streets and alleys and radii of all intersections.
- XII. All roads/streets shall be named, and those names approved, in accordance with Fremont County Rural Addressing Rules and Regulations.
- XIII. Roads / streets shall be dedicated for public use or designated for private use.



- XIV. Ingress and egress and utility easements shall be provided to the plat boundary and to each parcel by binding and recordable easements. Easements for utilities only shall be a minimum of twenty (20') feet in width. Utility easements within the plat boundary shall be twenty (20') feet in width along the exterior boundary and twenty (20') feet in width following interior lot lines located at the subdivider's discretion. Easements for ingress and egress shall be a minimum of forty (40') feet in width. Combined road and utility easements shall be sixty (60') feet in width. However, the utility easements contiguous to an already-approved subdivision will only require a utility easement that provides a minimum of a total of twenty (20') feet of combined utility easement along the common boundary with the neighboring subdivision.

- XV. All easements shall include location, width and proposed use.

- XVI. All permanent drainage ways, irrigation canals, laterals and ditches shall be accurately located on the plat.

- XVII. All lots shall be numbered consecutively throughout the plat and shall include all dimensions. Open space and common areas shall be so designated. Lot sizes shall meet the minimum dimensions as outline in Chapter V, Design Principals and Improvement Standards.

- XVIII. Location of all adjoining subdivisions by name and all un-platted land by ownership.

- XIX. If any portion of the land within the boundaries of the plat is subject to inundation, storm flow conditions, geologic hazard or other hazard, the land so affected shall be clearly marked and noted on the plat sheet or sheets.

- XX. The subdivider shall note the areas of Special Flood Hazard identified by the Federal Emergency Management Agency per the Fremont County Floodplain Regulations. In those areas identified by the FEMA Flood Insurance Rate Map, the 100-year event probability lines, and the Base Flood Elevation shall be shown. Those areas within the 100-year probability line shall be clearly marked on the plat and labeled in bold capital letters:

"FLOODPLAIN DEVELOPMENT PERMIT REQUIRED"

- XXI. Those areas within the Floodway shall be clearly marked on the plat and labeled in bold capital letters signifying that:

"ALL ENCROACHMENTS INCLUDING FILL, CONSTRUCTION OR DEVELOPMENT ARE PROHIBITED".

(Fremont County Floodplain Zoning Regulations)



4. Disclaimers

A. Within a dedicated section of the plat, the following statements relative to water supply, sewage disposal, irrigation water rights, road maintenance, telephone services, soil conditions, pipelines, noise, agricultural conditions, mineral exploration, solid waste and dedication of land need to be made, depending on the conditions present within the subdivision or at the request of the Planning Commission.

I. **Surface Water Rights Disclaimer** – Whenever the subdivision is bounded or intersected by a natural stream or river, or an irrigation ditch, the subdivider shall include the following disclaimers in capital letters:

“WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN WATER RIGHTS. LOT OWNERS HAVE NO RIGHT TO WATER FLOWING PAST OR THROUGH THE PROPOSED SUBDIVISION OTHER THAN FOR PERMITTED USE(S) SPECIFICALLY APPROPRIATED OR ADJUDICATED TO THEIR LOT VIA THE STATE ENGINEER’S OFFICE OR THE STATE BOARD OF CONTROL.”

“NO LOT OWNER SHALL IMPEDE, OBSTRUCT, DIVERT, OR IN ANY WAY POLLUTE ANY IRRIGATION DITCH ON LAND WITHIN THIS SUBDIVISION”

II. **Private Roads and Streets Disclaimer** – If the subdivider proposes to make any streets, alleys or roadways private, then the subdivider shall include the following disclaimer in capital letters, and in all contracts or agreements for the sale and purchase of lots within the subdivision:

“ROADS AND STREETS WITHIN THE SUBDIVISION ARE FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THE SUBDIVISION. THERE IS NO PUBLIC MAINTENANCE OF STREETS OR ROADS”

III. **Public Roads and Streets, No Public Maintenance Disclaimer** – If the roads and streets within the plat are dedicated to the public, the subdivider shall include the following disclaimer in capital letters, and in all advertisements and solicitations for the subdivision and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision:

“THERE IS NO PUBLIC MAINTENANCE OF STREETS OR ROADS”

IV. **Seasonal Road Closure Disclaimer** – If the public access road leading to a proposed subdivision is closed during any part of the year, or where weather conditions or location of the road make regular maintenance unfeasible, the subdivider shall include the following disclaimer in capital letters:

“SEASONAL ROAD CLOSURE OR WEATHER RELATED ROAD CLOSURES MAY OCCUR – ACCESS TO EMERGENCY SERVICES MAY BE LIMITED”



- V. **Utility Right of Way Disclaimer** – The subdivider shall include the following disclaimer in capital letters:

“ALL UTILITY RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FOR THE BENEFIT OF ALL PROPERTY OWNERS LOCATED WITHIN THIS PLAT AND ALL PROPERTY OWNERS WHO REQUIRE SERVICES BEYOND THIS SUBDIVISION”

- VI. **Private Sewage Disposal Disclaimer** – If no public sewage disposal system is proposed, the subdivider shall include the following disclaimer in capital letters, and in all advertisements and solicitations for the subdivision and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision:

“NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM”

- VII. **Private Water Supply Disclaimer** – If no water source other than individual wells is proposed the subdivider shall include the following disclaimer in capital letters, and in all advertisements and solicitations for the subdivision and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision:

“NO PROPOSED DOMESTIC WATER SOURCE”

- VIII. **Availability Statement** – If there is to be no proposed domestic source of water provided within the subdivision the subdivider shall include a statement on the plat, beneath the above required disclaimer statement, describing known conditions regarding the general availability of ground water within the area. Such statement might refer to the well logs of neighboring wells or on site test wells. If no information is available regarding ground water the following statement must appear in bold capital letters:

“NO WATER ANALYSIS WAS CONDUCTED AND THE AVAILABILTY AND QUALITY OF POTABLE WATER IS UNKNOWN. CISTERNS MAY BE REQUIRED”

- IX. **Mineral Estate Disclaimer** – The subdivider shall place the words conspicuously on the plat in capital letters:

“THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE”

- X. **Severe Soil Limitations Disclosure** – If any portion of any lot is within an area classified as having severe soil limitations and noted in the Natural Resource Conservation Service report, or based on known percolations testing in the area, the subdivider shall include the following disclaimer in capital letters, and in all advertisements and solicitations for the subdivision and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision:

“SEVERE SOIL LIMITATIONS MAY EXIST. CONDITIONS MAY PRECLUDE CONVENTIONAL BUILDING PRACTICES AND THE USE OF CONVENTIONAL SEPTIC SYSTEMS. ENGINEERED SMALL WASTEWATER SYSTEMS MAY BE REQUIRED”

- XI. **Landslide Disclaimer** – If lands within the platted boundary have been mapped as a landslide as determined by the Wyoming State Geological Survey and the Water Resources Data System., February, 2001: Preliminary Landslide Map, Wyoming State Geological Survey, Laramie, Wyoming, then the following disclaimer must be added to the plat:

“LANDS WITHIN THIS PLAT ARE NOTED ON THE WYOMING GEOLOGIC HAZARD MAP AS DEVELOPED BY THE WYOMING STATE GEOLOGICAL SURVEY”

- XII. **Telephone Service Disclosure** – If telephone service cannot be provided to the subdivision by the telephone company servicing the area the subdivider shall include the following disclaimer in capital letters, and in all advertisements and solicitations for the subdivision and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision:

“NO PROPOSED LAND LINE TELEPHONE SERVICE”

- XIII. **Airport Influence Area Disclosure** – If development is proposed within the Master Plan area of an airport, the development shall abide by building location and height restrictions contained in the Master Plan. For subdivisions proposed within one-half (1/2) mile of an airport, the subdivider shall include the following disclaimer in capital letters:

“AIRCRAFT NOISE AND AIRCRAFT RELATED HAZARDS MAY EXIST WITHIN SUBDIVISION”

- XIV. **Split Estate Disclaimer** – If the proposed subdivision is located on property in which the surface ownership may be split from the subsurface ownership, the subdivider shall include the following disclaimer in capital letters:

“LOTS IN THIS SUBDIVISION MAY BE USED FOR THE EXPLORATION AND/OR DEVELOPMENT OF MINERALS”

- XV. **Existing Agriculture Disclaimer** – If the proposed subdivision is located in an area of historic agricultural use, the subdivider shall include the following disclaimer in capital letters:

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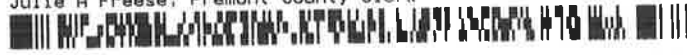
“THIS SUBDIVISION IS WITHIN AN AREA OF HISTORIC AGRICULTURAL USE. AGRICULTURAL RELATED NUISANCES INCLUDING NOISE, ODOR DUST AND INSECTS MAY EXIST”

- XVI. **Solid Waste Service Disclosure** – If Solid Waste Haulage Services are not proposed for the subdivision, the subdivider shall include the following disclaimer in capital letters:

“SOLID WASTE HAULAGE SERVICES ARE NOT PROPOSED”

5. Dedications and Certifications

- A. Dedication and certification of owners, dated, signed by all owners of record and notarized.
 - I. W.S. 34-12-103: The plat shall contain a statement to the effect that “the above or foregoing subdivision of (here insert a correct description of the land or parcel subdivided) as appears on this plat, is with the free consent, and in accordance with the desires of the undersigned owners and proprietors”, which shall be signed by the owners and proprietors, and shall be duly acknowledged before some officer authorized to take the acknowledgement of deeds. Sample “Certification of Ownership and Dedication” statements can be found in Appendix A at the end of these regulations.
- B. Certification of Plat Approval by Others – The following certifications of approval from others must be placed on the final plat. Example certification of approval from others may be found in Appendix A at the end of these regulations.
 - I. Surveyor’s Certification – Certification by a Wyoming licensed surveyor to the effect that the layout represents a survey made by him or her that dimensional and other details are correct and that monuments have been set in accordance with these regulations.
 - II. Certification of the City Planning Commission for any Subdivision within one (1) mile of an incorporated municipality, where applicable.
 - III. Certification of the City Council for any Subdivision within one (1) mile of an incorporated municipality.
 - IV. Planning Commission Certification – Certificate of plat approval by the Chairman of the Planning Commission.



- V. County Commissioners' Certification – Certification of approval by the County Commissioners to be signed by the Chairman of said County Commissioners and attested by the County Clerk.
- VI. County Clerk's Certification – Certificate of recordation from the County Clerk.
- VII. County Roads Certification – Certificate of the issuance of an access permit.

6. Improvement Construction Plans and Specifications

- A. Construction plans and specifications shall be prepared, when applicable, for the following proposed improvements. All plans and specifications shall, at a minimum, follow the requirements of Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) of this document. Drawings for the improvements should show plan views, typical cross sections and vertical profiles. Two (2) copies of such plans shall be submitted with the final plat.
 - I. Sewage collection and disposal.
 - II. Water supply and distribution systems including fire protection.
 - III. Irrigation water distribution systems.
 - IV. Roadway and street construction including paving, gravel, curb and gutter where applicable.
 - V. Fencing.
- B. Construction plans for the following Improvements must receive written approval from the Wyoming Department of Environmental Quality and must accompany the final plat.
 - I. Water Supply
 - a) The subdivider shall provide all necessary documents related to Water Supply as described in Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) of this document.
 - II. Sewage Disposal
 - a) The subdivider shall provide all necessary documents related to Sewage Disposal as described in Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) of this document.

C. Construction plans for the following Improvements must receive approval from the Wyoming State Engineers Office, and must accompany the final plat.

I. Irrigation Water

a) The subdivider shall provide all necessary documents related to the Disposition of Water Rights as described in Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS) of this document.

7. Associations, Improvement Districts or Other Documents

A. State Statute 18-5-306(a)(xii) states the Subdivider shall provide “Evidence that all parcels of land created by the subdivision will be subject to written and recorded covenants or other instruments creating an entity, binding on subsequent owners of the land within the subdivision. The entities that may be used include, but are not limited to, Special Improvement Districts, Homeowners’ Associations and Mutual Benefit Corporations. The board shall not mandate the creation of an entity with the ability to interfere with any owner’s ability to use his private property, except to collect any assessment. The entity shall have the ability to address the following topics:

I. Maintenance and responsibility for common areas, roads and water supply systems and assessments against all parcels of land in the subdivision to defray the costs thereof.

II. Continued management of the Entity.

A. Service and Improvement District

I. Fremont County strongly suggests the establishment of a Service and Improvement District for the long term maintenance of roads, common areas and infrastructure as it provides:

a) A Governing Board responsible for budgeting and project oversight,

b) A method of collecting fees,

c) A method of securing financing for larger projects.

II. Fremont County Planning will assist in the establishment of an SID.

B. Homeowner’s Association

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Whenever it is proposed that certain common facilities (e.g. roads, water systems, sewer systems, park areas, etc.) be owned and maintained by a Homeowners' Association, the subdivider shall submit with his final plat the following documents:

- I. Declaration of Restrictive Covenants – Such covenants must contain appropriate wording which will establish each person buying property within the subdivision as a member of the Homeowners' Association.
 - a) If the subdivider places restrictions on any of the land contained in the subdivision greater than those required by these regulations, such restrictions may be required to be indicated on the subdivision plat, or the Planning Commission may require that restrictive covenants be recorded with the County Clerk and Records Office.
- II. Articles of Incorporation – Formal articles of incorporation signed by and filed with the Secretary of State.
- III. By-Laws of the Association – By-laws of the association which set up all rules necessary for the internal operation of the association.
- IV. In the case of a phased development with multiple filings the Homeowners' Association shall be created for the first phase. Each additional phase shall either create its own Homeowners' Association or may be included into the Homeowners' Association created for the first phase. Each successive phase shall work in the same manner. The subdivider shall be responsible for maintenance of all common facilities, including but not limited to the cost and execution of the maintenance of roads to the level of Fremont County Road Standards, until the establishment of a Homeowners' Association.

8. Necessary Changes to Addresses

- A. The cost for any address changes necessitated by the approval of this subdivision shall be paid for by the developer.

The fact that a plat is accepted does not ensure there are no errors or omissions. The subdivider is responsible for the accuracy of the information on the plat. Fremont County shall not be liable for any damages caused by errors or omission on the approved plats.

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CHAPTER V

DESIGN PRINCIPLES / IMPROVEMENT STANDARDS


1. Planning Considerations

- A. The Fremont County Planning Commission shall study and review all subdivision plans and plats in relation to the general character of the area, the general requirements of the community and the particular requirements of the neighborhood. Every subdivision shall conform to existing Fremont County Land Use Plan, local Master Plans, land development regulations, ordinances, resolutions and standards as adopted by the County Commissioners and to Wyoming State Statutes. Any violation of an existing land development regulation, ordinance or standard as adopted by the County Commissioners or as contained in Wyoming State Statute shall be grounds for denial of an application and approval may be withheld until the violation is resolved
- B. Particular consideration shall be given to topography in relation to slope stability.
- C. Land subject to flooding shall be set aside for uses which will not aggravate the danger of flood hazard, will not be endangered by flooding, nor endanger the general health, safety or welfare of the county's residents in accordance with the most current Fremont County Floodplain Zoning Regulations.
- D. Any subdivision plat submitted to the Planning Commission for approval shall be designed to permit continuation of streets into adjacent land unless there is justification for an alternate design.
- E. Land area for floodways, natural or scenic areas, schools, parks, open spaces, road rights-of-way and easements shall be reserved and located according to good planning practices and principles.

2. General Standards

- A. The design and development of subdivisions shall preserve, insofar as possible, natural terrain, natural drainage and existing top soil.
- B. Steep land, unstable land and areas having inadequate drainage shall be noted and unless acceptable provisions are made for eliminating or controlling problems which may endanger health, life or property, such areas shall not be platted for residential occupancy.

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3. Monumentation Standards

- A. Survey monumentation shall meet the standards set forth by the Wyoming Board of Professional Engineers and Professional Land Surveyors Rules and Regulations Chapter 5 Section 4.
 - I. As a prerequisite to placement on the Planning Commission agenda, the Subdivider shall have a Wyoming Licensed Surveyor delimit the exterior boundary of the subdivision and all lot corners with visible flagging. Additionally, all internal roads shall be visibly marked with lath and flagging, either centerline or perimeter, in enough frequency to ensure the roadway is clearly marked. These markings must remain in place until the plat is reviewed by the Planning Commission.
 - II. Permanent monuments shall be installed prior to Final Plat approval by the County Commissioners and shall, at a minimum, be set at:
 - a) Angles in the external boundary of the subdivision.
 - b) Subdivision boundary at least every twelve hundred feet (1200').
 - c) Subdivision boundary corners.

4. Access Standard

- A. All Subdivisions must have legal access to a public road.

5. Road Standards

- A. Roadway Ownership and Maintenance.

- I. Ownership:

- a) All publicly dedicated roadways within subdivisions shall be constructed over a land parcel separate from the area(s) described as lots or common areas within the plat. All roadways intended as private shall show lot ownership to the centerline of the roadway. All roadway maintenance shall be assigned to a legally created Subdivision Association, District or other entity. In the case of a phased development with multiple filings the Association, District or other entity shall be created with the first phase. Each additional phase shall either create its own Association, District or other entity, or may be included into the Association,



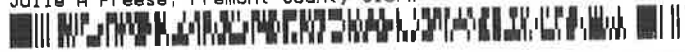
District or other entity created for the first phase. Each successive phase shall work in the same manner.

II. Maintenance:

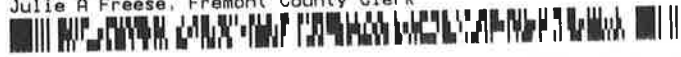
- a) The subdivider shall be responsible for maintenance of all common elements including, but not limited to, the cost and execution of the maintenance of roads to the level of Fremont County Road Standards, (as provided in Table 1) until the establishment of an Association, District or other entity intended for continued maintenance.

B. Roadway Location and Arrangement.

- I. Half-Roads, a half-width road parallel and along a property line, shall be prohibited except where it is necessary to provide right-of-way proposed by existing land development regulations, ordinances, and standards to complete a road pattern already begun, or to insure reasonable development of adjoining lands where a platted half-road exists abutting the subdivision.
- II. Dead-End Roads shall be prohibited except in locations necessary for future road connections to adjacent lands.
 - a) Whenever it is necessary to continue roadways within a subdivision to the property boundary to provide for extension onto adjacent properties that may be developed at a later date such roadways shall be terminated with a T or L shaped turnaround. Such turnaround shall be constructed within a special easement provided for such purpose. It shall be noted on the plat that the land area outside the normal road right-of-way within the special easement shall revert to abutting landowners whenever the street is continued.
- III. One-Way Roads shall be subject to approval.
- IV. Two (2) points of access to the subdivision should be provided when there are fifteen (15) or more lots proposed or when the potential for more than fifteen (15) lots exists.
- V. Roads shall conform to existing Roadway Master Plan if adopted. All roads shall conform to the Fremont County Rural Addressing Rules and Regulations and Table 1.
- VI. No more than two (2) roads shall intersect at one point.
- VII. Road intersections shall be as close to 90° as possible.
- VIII. Where a residential subdivision abuts a state highway or county road, service roads may be required. Driveways from subdivision lots shall not be permitted to have direct access to highways or county roads unless approved by the County Commissioners and/or Wyoming Department of Transportation.



- IX. Roads shall be aligned to join the planned or existing roads.
 - X. Roads shall be designed to bear a logical relationship to the topography.
 - XI. Roadways shall be extended to adjacent land boundaries when, in the Planning Commission's opinion, such roadways will improve access to potentially developable lands and would facilitate the development of a coordinated road system within a developing area. Factors to be taken into consideration when making such a requirement shall include, but not necessarily be limited to, the following:
 - a) Physical suitability of adjacent lands for future development.
 - b) Present development trend within the area revealed from on-site observations.
 - c) Future development trends anticipated within various County planning needs.
- C. Roadway Design and Construction.
- I. Road design performance standards may be found in Table 1. It should be noted that these standards do not include on-street parking. Roads expected to bear heavy commercial or industrial traffic are not included. Their design should be determined on a case-by-case basis with the assistance of a professional engineer and shall be approved by the Fremont County Transportation Department.
 - II. All road construction practices and materials shall be in conformance with the latest edition of the Fremont County Road Construction Fund Manual.
 - III. Roads extending across soils designated as having severe or moderate limitations on local road building by the Natural Resource Conservation Service shall be designed and constructed to compensate for the soils' poor sub-grade characteristics. This may require rerouting, drainage, compaction, additional sub-base or base course materials or other measures.
 - IV. If the proposed subdivision abuts a municipality and access to the proposed development is via an existing municipality roadway, the design of that roadway shall match the existing municipal roadway unless an alternative is agreed to by the municipality.
 - V. Road Base, Surface Courses and Pavement:
 - a) Gravel Roads – All gravel roads within the subdivision must be designed by a professional engineer to account for subsoil characteristics and projected traffic volumes. In all cases, the minimum acceptable surface course is six (6) inches of type GR material or Federal Spec. gravel. All gravel road designs shall be approved by the Fremont County Transportation Department.



- b) Paved Roads – All paved roads shall be designed by a professional engineer to account for subsoil characteristics as well as projected traffic volumes. All paved road designs shall be approved by Fremont County Transportation Department.

D. Bridges, Culverts and Cattle Guards

- I. Bridges shall be designed by a licensed professional engineer. Bridges shall be inspected by the designing engineer or authorized representative during construction and certified by the designing engineer that the bridge was constructed as designed. Bridge design shall meet the standards and specifications of the Wyoming Department of Transportation as described in the County Road Fund Manual (Road and Bridge Design Criteria and Design Values). All bridges shall be designed to pass the storm water runoff event of a 100-year storm without damage to the bridge structure, abutments, adjoining roadbed or surrounding properties. The bridge shall be designed with adequate freeboard to accommodate the passage of anticipated debris loads. Abutments shall be so designed that they are protected from erosion caused by natural stream flow.
- II. Culverts
 - a) Minor Culverts – Culverts placed within the internal road system within a subdivision shall be designed to pass the storm water runoff of a 10-year storm without inflicting damage to the roadway or surrounding properties.
 - b) Major Culverts – Culverts placed under single access roadways to subdivisions shall be designed to pass the storm water of a 25-year storm without inflicting damage to the roadway or surrounding properties. If such culvert required is to be larger than 48 inches in diameter the designed storm frequency shall be increased to the 100-year storm.
- III. Cattle Guards, when installed, shall be the same width as the required roadway surface and meet the standards and specifications of the Wyoming Department of Transportation.

6. Block and Lot Standards

- A. Block length and width shall be suitable for the uses contemplated and shall be adequate for requirements pertaining to minimum lot sizes and dimensions. Block lengths exceeding fifteen hundred feet (1500') shall be discouraged.
- B. The following guidelines shall apply to the layout of lots;
 - I. Lots shall be a minimum of one (1) acre if they contain:



a) Both a Small Wastewater System or Holding Tank and a private water well.

II. Lots shall be a minimum of one-half (1/2) acre if they contain:

a) A Cistern and a Small Wastewater System or Holding Tank; or

b) A Central Water System and a Small Wastewater System or Holding Tank; or

c) A Community Water System and a Small Wastewater System or Holding Tank; or

d) A Private Water Well and a Public Sewer System.

III. Lots shall be a minimum of 10,000 square feet if they contain:

a) A Cistern and a Public Sewer System; or

b) A Central Water System and a Public Sewer System; or

c) A Community Water System and a Public Sewer System.

IV. Lots of a larger size than specified in paragraphs I through IV may be required whenever evidence submitted by others or gained from on-site review reveals conditions that indicate high probability of slope failure or severe erosion if development occurs at the intensities normally allowed.

a) Reports submitted by the National Resource Conservation Service, registered Civil Engineers, Engineering Laboratories and other qualified professionals having expertise in soils, geology, and hydrology shall be considered as adequate evidence.

b) Developers wishing to appeal the larger lot size requirement shall accompany such an appeal with a commitment, to be contained in the required Public Improvements Agreement, formally recorded Restrictive Covenants etc., to implement modern engineering practices and techniques to prevent such probable slope failure and erosion.

i. The commitment shall be included in the formally recorded Public Improvements Agreement or Restrictive Covenants.

ii. The commitment shall be based on a formal written report prepared by a Wyoming Registered Civil Engineer, addressing the specific site in question, detailing practices and techniques to be implemented. The report shall contain and define engineering and design considerations and implementation strategy.



- V. Each Lot shall have physical and legal vehicular access, either directly or via a legally accessed private street, to a public street.
- VI. Lots with double frontage shall be avoided, except where essential to provide separation from major arterials or from incompatible land use.
- VII. Side lot lines shall be substantially at right angles or radial to street lines.
- VIII. Lots that have a depth to width ratio of greater than 3 to 1 shall be discouraged.

7. Pedestrian Way/Bicycle Path Requirements

- A. Pedestrian ways and bicycle paths shall have a right-of-way width of ten feet (10') where, in the opinion of the County Commissioners, they are necessary for pedestrian circulation within the subdivision or access to common elements. The extent of improvements required for pedestrian ways or bicycle paths shall be considered on an individual basis. Pedestrian ways or bicycle paths of greater or lesser width may be required by the Board of County Commissioners.

8. Storm Drainage

- A. All subdivision design shall account for storm water flow and shall utilize best design practices to minimize impacts of storm water on all lots, roads, pedestrian/bicycle ways and common elements. All subdivision plans shall include provisions for adequate storm drainage as shown in the current edition of the Specifications for Road & Bridge Construction by the Wyoming Department of Transportation minimum grading standards.
 - I. General Storm Drainage Requirements shall be:
 - a) All subdivision lots shall be graded or in such a natural state that storm waters are positively drained away from all building foundations.
 - b) Minimum lot surface slopes shall be two percent (2%).
 - c) No lots shall be created which shall impound surface water runoff from adjacent lots.
 - d) The velocity of flow in an open ditch shall not exceed four feet (4') per second in soil ditches or six feet (6') per second in grass ditches. Paved gutters will be required if velocities are greater than those specified or if it is otherwise likely that destructive erosion will result.

- e) Where drainage swales or ditches are necessary to provide uninterrupted drainage throughout the subdivision, adequate easements shall be provided and deed restrictions and/or covenants shall be established that will prevent individual lot owners from altering or in any way obstructing said drainage ways.

9. Water Supply Requirements

Any proposed water supply system must receive written approval from the Wyoming DEQ prior to Preliminary Plat approval.

- A. Whenever an existing public water system, with adequate capacity, is reasonably accessible, is within the municipal connection requirement distance, and the municipality requests it be connected to their system, connection with that system shall be utilized and service shall be provided to each lot. At final plat submission, the subdivider shall provide written certification from the municipality or public agency that it intends to provide water supply services to the subdivision.
- B. A private centralized system may be proposed by the subdivider, or may be required by the County Commissioners when, in their opinion, adequate and suitable water cannot be provided to each lot on an individual well basis. In such instances, said system must be properly permitted by the Wyoming State Engineer as required under Wyoming Statute 41-3-930, built in accordance with the requirements of State Statute 18-5-306 and Wyoming DEQ Regulations Chapter 23, and be approved by the Wyoming Department of Environmental Quality.
- C. Individual private wells may be permitted in subdivisions that are not accessible to an existing public water system and where no centralized system is proposed. In such instances, the subdivider must comply with State Statute 18-5-306 and individual well permits must be obtained from the Wyoming State Engineer's Office.

10. Sewage Disposal Requirements

Any proposed sewage disposal system must receive written approval from the Wyoming DEQ prior to Preliminary Plat approval.

- A. Whenever an existing public sewage disposal system, with adequate capacity, is reasonably accessible and is within the municipal connection requirement distance and the municipality requests it be connected to their system, then connection with that system shall be utilized and service shall be provided to each lot. At final plat submission, the subdivider shall provide written certification from the municipality or public agency that it intends to provide sewer services to the subdivision.
- B. A private centralized system may be proposed by the subdivider, or a private centralized sewage treatment system may be required by the County Commissioners, when in their



opinion, the public health will be endangered by the operation of individual absorption fields. If such systems are required, they shall be constructed in accordance with State Statute 18-5-306 and Wyoming DEQ Regulations Chapters 23 & 25, and be approved by the Wyoming Department of Environmental Quality.

- C. Individual private septic disposal systems may be constructed in areas that are not reasonably accessible to a public sewer system. Such individual systems must be constructed in accordance with State Statute 18-5-306, Wyoming DEQ Regulations Chapter 25 and Fremont County Small Wastewater Regulations.

11. Irrigation Water Distribution.

- A. With respect to any water rights appurtenant to lands to be subdivided and prior to final review by the Fremont County Planning Commission, the subdivider shall provide the following pursuant to State Statute 18-5-306(xi):
- I. The intended disposition of the water rights, by:
- a) Written documentation from the state engineer or the state board of control that the subdivider submitted to the state engineer or the state board of control all documents necessary to voluntarily abandon the water rights, cancel any unadjudicated permits or eliminate applicable lands from any unadjudicated permits. The subdivider shall notify any purchasers of this action;
 - b) Written documentation from the state board of control that the subdivider has submitted to the state board of control all documents necessary to change the use or place of use to provide for beneficial use of the water rights outside the subdivision;
 - c) A plan, accompanied by written documentation from the state engineer approving the plan, for the distribution of the water rights appurtenant to the land to be subdivided. The plan shall specify the distribution of the water to the lots within the subdivision and shall include written documentation from the state board of control that the subdivider submitted to the state board of control all documents necessary to change the use, place of use or point of diversion or means of conveyance in accordance with W.S. 41-3-103, 41-3-104 or 41-3-114; or
 - d) Written documentation from the state board of control that it has accepted an authorization to detach water rights appurtenant to the lands to be subdivided in accordance with rules and regulations promulgated by the state board of control.
- II. If the subdivision is located within lands served by or crossed by a ditch, irrigation works or other water conveyance system, evidence that the subdivider submitted the



- plan to the public entity, company, association or appropriators responsible for the ditch, irrigation works or other water conveyance system for review and recommendation at least sixty (60) days prior to the submittal of the application for the subdivision permit, to the board. Upon receipt of the plan, the public entity, company, association or appropriators shall notify the subdivider if and how the subdivision will create a significant additional burden or risk of liability;
- III. Evidence that the subdivider will specifically state on all offers and solicitations relative to the subdivision the subdivider's intent to comply with this paragraph and that the subdivider does not warrant to a purchaser that the purchaser shall have any rights to the natural flow of any stream within or adjacent to the proposed subdivision. The subdivider shall further state that Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of the stream or river;
- IV. If the subdivision is located within the boundaries of an irrigation district that is subject to the provisions of Title 41, Chapter 7 of the Wyoming statutes, the application shall include recommendations from the irrigation district regarding any changes to the attached water rights and the irrigation district's easements. If there is a conflict with the irrigation district's recommendations, the subdivider shall certify that it met with and made a good faith effort to resolve any conflicts with the irrigation district; and
- V. If the subdivision will create a significant additional burden or risk of liability to the public entity, company, association or appropriators responsible for the ditch, irrigation works or other water conveyance system, the subdivider shall provide an adequate and responsible plan to reduce or eliminate the additional burden or risk of liability and evidence that the subdivider submitted the plan to the public entity, company, association or appropriators for review and recommendation regarding the adequacy of the plan.
- B. Distribution System – Whenever existing irrigation water rights are to remain with the land and be allocated to the resultant lots created by the subdivision, the subdivider shall be responsible for the design and construction of a water distribution system in accordance with guidelines adopted by the State Engineer's Office. The water distribution system shall include all ditches, tiles, diversion structures, metering devices, etc., necessary for the continued withdrawal of the water appropriated to each lot.
- C. Management System – When irrigation rights are to be divided and appropriated to the several lots within the proposed subdivision, it is the responsibility of the subdivider to include irrigable acreage figures on each lot on the final plat and to establish through the use of covenants, an irrigation organization composed of those persons who own irrigated land within the subdivision. The covenants shall make provisions for water management within the subdivision including the designation of one representative to be responsible for coordinating water distribution to the individual lots and for requesting water delivery from the irrigation district or ditch company serving the area.



12. Fire Protection Requirements

- A. Whenever a subdivision is to be serviced with a community or centralized water system the following fire protection requirements shall be met:
 - I. There shall be adequate water system storage capacity to provide 5,000 gallons of water in storage at all times for fire protection services.
 - II. There shall be a minimum of one (1) fire hydrant having National Standard threads serviced by a 6-inch water main conveniently located and easily accessible for fire department drafting operations. In no case shall fire hydrants be located more than five hundred (500) feet apart.
 - III. A construction permit must also be acquired from the Wyoming DEQ.

13. Utility Location Standards

- A. All utilities such as electricity, telephone, gas, etc., shall be located underground within easements twenty feet (20') minimum in width provided for such placement.
 - I. Variances may be granted by the County Commissioners when, in their opinion, the underground placement is not physically or financially feasible. Conditions under which the underground placement of electric and telephone lines may be of questionable feasibility would include:
 - a) Areas of extreme rockiness.
 - b) Areas heavily irrigated or sub-irrigated.
 - c) Subdivisions with an average lot size over 4 acres.
 - d) Subdivisions previously platted in which the subdivider did not install the primary electric service. (Prior subdivision regulations did not require the subdivider to install utilities.)
 - e) Industrial park subdivisions.

14. Road Name & Sign Requirements

- A. The Subdivider shall install road/street name signs at every access point to a state, county or local road and at all road intersections within every subdivision.
- B. Signs shall be designed and constructed in accordance with the Fremont County General Road/Street Name Sign Construction and Installation Standards.



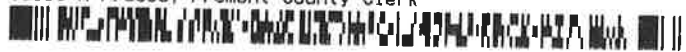
- C. The developer shall install “Stop” and “Yield” signs as are required in Table 1 at all street access points to state, federal, and county roads.
- D. The initial road/street name signs or stop/yield sign purchase and installation costs are the responsibility of the Subdivider. Fremont County Planning shall, with the Subdivider, determine the type and number of signs for each subdivision. Fremont County Planning will order and acquire the signs and hardware and alert the Subdivider when they arrive. Installation of the signs is the responsibility of the Subdivider. Prior to final plat recording, Fremont County Planning will inspect the sign installation to ensure compliance with these regulations. The actual sign and material costs will be added to the final Planning Department Fees as described in Chapter II, Section 4.

15. Construction and maintenance of partition fences

- A. Pursuant to W.S. 18-5-319, each subdivider seeking to create or divide a subdivision that is adjacent to lands upon which livestock can be legally run at large shall comply with all of the following:
 - I. The subdivider shall be responsible for the construction of a perimeter fence on any part of the subdivision that is adjacent to lands upon which livestock can be legally run at large unless a legal perimeter fence already exists at that location or all adjacent landowners' consent that a perimeter fence is not necessary;
 - II. The perimeter fence required under this subsection shall be a lawful fence as prescribed by W.S. 11-28-102;
 - III. The subdivider shall be responsible for all costs of the original construction for the perimeter fence.
- B. Upon completion of the construction of a perimeter fence required under this section, the subsequent landowner or, if the subdivided parcel has not been sold, the subdivider shall:
 - I. Be responsible for the costs of maintaining the perimeter fence provided that the adjoining landowner shall be responsible for half of the costs of maintaining the perimeter fence, not to exceed the reasonable costs to maintain the fence if the fence was a fence under W.S. 11-28-102(a)(i);
 - II. Not be liable for any damage caused by or arising from livestock pastured on adjoining land that may breach the perimeter fence and wander on the subdivided land, provided that the perimeter fence is maintained in accordance with this section.

- C. The adjoining landowner shall not be liable for any damages caused by, or arising from, livestock pastured on the adjoining land that may wander onto the subdivided land except as provided in W.S. 11-28-108.
- D. Before receiving a subdivision permit, the Subdivider shall complete the construction of any perimeter fence required by this section.

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CHAPTER VI

REQUIRED IMPROVEMENTS AND FUNDING

1. Required Improvements

It shall be the responsibility of the subdivider to construct all required improvements within subdivisions and to make provision for their continued maintenance.

No Final Plat shall be recorded until all public improvements have been installed and certified as complete.

A. Required On-Site Improvements for all Regular Subdivisions include:

- I. Monumentation
- II. Streets and Roads
- III. Storm Drainage
- IV. Primary Electric Service
- V. Central Water Supply
 - a) Whenever an existing public system with adequate capacity is reasonably accessible;
 - b) Whenever lot density is such that private wells and septic systems cannot be permitted.
- VI. Central Sewer System
 - a) Whenever an existing public sewer system with adequate capacity is reasonably accessible;
 - b) Whenever the public health will be endangered by the operation of individual septic systems;
 - c) Whenever lot density is such that private wells and septic systems cannot be permitted.
- VII. Irrigation Distribution Systems
 - a) Whenever existing irrigation water rights are to be subdivided.
- VIII. Fire Protection

- a) Whenever a central water supply system is proposed.

IX. Street Name and Traffic Safety Signs

B. Required Off-Site Improvements:

- I. Whenever access from a public road to a subdivision is to be provided over land that does not lie within the boundaries of the proposed subdivision it shall be the responsibility of the subdivider to improve said access road (if such improvement is necessary) to meet the minimum standards for roadway development within subdivisions contained within these regulations, and found in Table 1 and must be within a sixty (60') foot Right-of-Way.
- II. If the results of a Traffic Impact Study required by the County Commissioners show the need for upgrades to the County Road necessary to protect the health, safety and welfare of the public, the Subdivider shall enter into a formal agreement with the County for the improvements. The County, at its discretion, may agree to share a proportionate part of the road improvement costs necessitated by the construction of the subdivision.
 - a) The Subdivider's share and manner and method of payment shall be included in a separate agreement mutually acceptable to the County Commissioners and the subdivider.

2. Agreement to Install Improvements.

- A. Prior to Final Plat approval, the subdivider and the County Commissioners shall execute a Subdivision Development Agreement. The agreement shall require installation or construction of public improvements shown in the Final Plat documents. If the Subdivider wishes to finance the construction of improvements, it shall provide collateral which is sufficient, in the judgment of the County Commissioners, to ensure completion of the improvements. This version of the Subdivision Development Agreement is found in Appendix C. If the Subdivider wishes to install the improvements utilizing the provisions of 4 (C) below, it shall utilize the Subdivision Development Agreement found in Appendix D.
- B. The completed Subdivision Development Agreement shall include:
 - I. An engineering estimate of all material and labor costs required to complete all of the required improvements.
 - II. The estimated completion date of each improvement.



- III. A declaration that all improvements will be constructed in accordance with the minimum standards established within these regulations.
 - IV. A declaration that all improvements will be maintained until accepted by the County Commissioners as complete.
- C. If the subdivider wishes to complete the development of the subdivision in several phases, separate improvements agreements shall be entered into for each phase before the final plat phase for each is approved.

3. Maintenance of Improvements.

- A. It shall be the responsibility of the subdivider to maintain all improvements within the subdivision until such improvements are conveyed to a Homeowners' Association, legally incorporated and recorded with the Wyoming Secretary of State's Office, or until the improvements are formally accepted by the County by official motion of the County Commissioners.

4. Financial Agreements and Alternatives:

A. Performance Guarantee:

Prior to the granting of final approval by the County Commissioners the subdivider shall provide evidence to the Board that adequate financial resources are available to complete all improvements specified within the performance agreement.

- I. The applicant shall provide such evidence by depositing one of the following three items with the Board:
 - a) Performance Bond – The subdivider shall deposit with the County a subdivision performance bond obtained from a surety bonding company authorized to do business in the State of Wyoming. The bond shall be payable to the County and shall be in an amount equal to the entire cost, as estimated by the subdivider and approved by the Planning Commission, of installing all contracted improvements. The duration of the bond shall be until such time as the improvements are approved by the County and the surety bonding company is formally notified by the County Commissioners of such acceptance.
 - b) Escrow Account – The subdivider shall deposit cash, or other instrument readily convertible to cash at face value, either with the County or in escrow with a bank or other financial institution. The use of any instrument other than cash, and, in the case of an escrow account, the bank or other financial institution with which the funds are deposited, shall be subject to the approval of the County Commissioners. The amount of the deposit shall be at least equal to the cost, as



estimated by the subdivider and approved by the Planning Commission, of installing all required improvements.

- i. In the case of an escrow account, the subdivider shall file with the County Commissioners (to be retained within the Planning Department file) an agreement between the financing bank or other financial institution and himself guaranteeing the following:
 - (1) Funds equal to or greater than the estimated cost of the required improvements within the subdivision have been placed on deposit with said bank or other financial institution. (The actual amount on deposit shall be indicated on the agreement.)
 - (2) That the funds of said escrow account shall be held in trust until released by the County Commissioners and may not be used or pledged by the subdivider as security in any other matter during that period.
 - (3) In the case of a failure on the part of the subdivider to complete said agreements, then the bank, or other financial institution, shall immediately make the funds in said account available to the County for use in the completion of those improvements.

- c) Letter of Credit – The subdivider shall provide, from a bank or other reputable financial institution subject to approval of the County Commissioners, an irrevocable letter of credit. This letter shall be deposited with the County Commissioners and retained within the Planning Department file. Said letter of credit shall certify the following:
 - i. That the creditor does guarantee funds in an amount equal to the cost, as estimated by the subdivider and approved by the Planning Commission, of completing all required improvements.
 - ii. That in the case of failure on the part of the subdivider to complete the specified improvements within the required time period, the creditor shall pay to the County Commissioners immediately, and without further action, such funds as are necessary to finance the completion of those improvements up to the limit of credit stated in the letter.
 - iii. That this letter of credit may not be withdrawn, or reduced in amount, until released by the County Commissioners.

B. Release of Performance Guarantee.


From time to time as the required public improvements in a subdivision are completed, the subdivider shall apply in writing to the County Commissioners for partial or full release of collateral. Upon receipt of such application, the County or its agent (as described in

Chapter III 4. B VI) shall inspect the public improvements which have been completed. If the County or its agent determines, from the inspection, that the improvements have been made in accordance with the final plat and the requirements of these regulations, a portion of the collateral shall be released; however, collateral sufficient to cover the cost of the remaining uncompleted improvements shall be retained.

C. Performance Guarantee Alternative.

As an alternative procedure and at the request of the subdivider, the County Commissioners may approve a final plat and instruct the Planning Department to retain said plat from recording until such time as all improvements are completed in accordance with County standards. This procedure, when approved by the County Commissioners, shall be in lieu of the performance guarantees described in Section A of this chapter. An executed performance agreement as approved by the County Commissioners shall still be submitted with the final plat. The performance agreement shall require that all improvements be completed within a specified time period approved by the County Commissioners. When the required improvements are completed, inspected and found to be in accordance with County standards and the approved drawings and specifications (as described in Chapter III 4. B VI) the Planning Department will notify the subdivider that the plat may then be recorded. After the plat is recorded with the County Clerk and Recorder's Office the sale of lots may proceed according to the approved and recorded plat.

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CHAPTER VII

**MOBILE HOME PARK SUBDIVISION, MICRO HOME PARK
SUBDIVISION AND TEMPORARY HOUSING/MANCAMP FACILITY**

PROCEDURAL REQUIREMENTS AND DESIGN STANDARDS

Mobile Home Park Subdivision, Micro Home Park Subdivision and Temporary Housing/Mancamp Facility Regulations are adopted to preserve, protect and promote the public health.

This Chapter sets forth those procedural, information and design requirements for Mobile Home Parks, Micro Home Parks and Temporary Housing/Mancamp Facility Subdivisions which are different from those for Regular Subdivisions. Unless otherwise stated in this Chapter all other procedural, information and design standards described in Chapters II through VI apply.

Mobile Home Park and Micro Home Park Subdivisions are a parcel of land where the owner proposes to develop and rent or lease six (6) or more lots or sites within a planned development.

Temporary Housing/Mancamp Facilities are specifically designed units that are easily moved in, easily moved out and reusable and are proposed to temporarily house ten (10) persons or more for thirty (30) or more consecutive days.

1. General Requirements

A. Mobile Home Park and Micro Home Park Subdivisions

- I. The maximum density of Mobile Home Park and Micro Home Park Subdivisions shall be regulated by the separation requirements as set forth in these regulations. Density will vary with different sizes of mobile home units, accessory structures used in the park and the type of layout proposed.
- II. Mobile Home and Micro Home lots shall be a minimum of 4,500 square feet. No more than one (1) home shall be located on one (1) lot.
- III. The accumulated occupied area of the Mobile Home or Micro Home and its accessory structures on a single lot shall not exceed one-half (1/2) of the respective area.
- IV. Mobile Homes and Micro Homes shall be so located on each lot so that there shall be a minimum setback of twenty-five feet (25') from any building within the subdivision, ten feet (10') from any front property line or of a public collector or arterial road. Setback requirements shall not apply to accessory structures on the respective lots.



- V. Minimum clearance between homes shall be twenty-five feet (25'). Minimum clearance between accessory structure and a home on an adjacent lot shall be fifteen feet (15').
- VI. Each Mobile Home or Micro Home lot shall be numbered or lettered and such number or letter shall be a minimum of three inches (3") in height and shall be placed on a permanent marker or stand on the front of the home in such a position as to be easily read at or near the access driveway.

B. Temporary Housing/Mancamp Facility

- I. Prior to offering any Temporary/Mancamp Housing intended to operate more than sixty (60) continuous days, the proponent shall meet with the Fremont County Planning Director to describe their project. (See Appendix F).

2. Platting Requirements

A. Preliminary Plats

- I. Lot dimensions and size.
- II. Utility easement location, size and description.
- III. Location of common grounds.
- IV. Location and width of roads.
- V. Location of fire protection facilities, if proposed.
- VI. Location of common walkways, if proposed.

B. Final Plats

- I. The words LOTS NOT TO BE SOLD shall be added to the plat in bold capital letters.
- II. Monumentation of lot corners will not be required.

3. Additional Engineering Information

- A. The subdivision shall follow the principals and standards outlined in Chapter IV (INFORMATION REQUIREMENTS) and Chapter V (DESIGN PRINCIPLES AND IMPROVEMENT STANDARDS)



4. Additional Improvements Required

It shall be the responsibility of the subdivider to construct these additional improvements within the subdivision and to make provisions for their continued maintenance.

A. Roadways

- I. General – All mobile home and micro home spaces shall front upon a roadway fully within the boundaries of the park. Said roadways shall have an unobstructed access to a public road. No mobile home or micro home lot within a mobile home park shall be permitted to have direct access onto existing roads outside the mobile home park.
- II. Right-of-way – Minimum sixty feet (60') in width.
- III. Traveled Way Width – Minimum twenty-four feet (24'), (on street parking prohibited).
- IV. For all other aspects of road design and construction, bridges, culverts, signing etc. see Chapter V, Sections 4 and 5 of these regulations.

B. Mobile Home and Micro Home Stand

- I. All Mobile Home and Micro Home lots shall contain a Mobile Home or Micro Home stand area graded and surfaced as to provide a stable, well-drained foundation for the anticipated home.
- II. Lot area grading around the Mobile Home or Micro Home stand shall provide positive surface drainage away from the mobile home or micro home unit.

C. Driveways

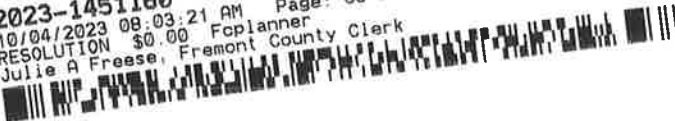
- I. Improved driveways, surfaced with a minimum of two inches (2") of gravel, a minimum of ten feet (10') in width are recommended on each lot. A parking turnout may be considered as the required driveway.

D. Mobile Home and Micro Home Parking

- I. The design criteria for vehicle parking shall be based upon two (2) parking spaces per lot.
- II. Parking spaces may be either located on each lot or in other common areas off of the Mobile Home or Micro Home Subdivision streets.
- III. Each parking space shall have a minimum dimension of nine feet (9') by twenty feet (20').

- IV. All common parking areas shall be surfaced with a minimum of four inches (4") of compacted gravel with a maximum aggregate size of two inches (2").
- V. Individual or lot parking spaces shall be surfaced in the manner required above for driveways.

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CHAPTER VIII

CORRECTED PLATS, RE-PLATS, RE-SUBDIVISIONS AND VACATIONS

The following procedures shall be followed in the filing of amendments to existing recorded plats.

The County Commissioners may withdraw its approval of a subdivision plat if and when it is determined that information provided by the subdivider, upon which such a decision was based, is false or inaccurate.

1. Corrected Plats

- A. If, after the approval and recording of a final plat, errors are found in the language or numbers on the recorded plat, the subdivider shall provide a properly signed, corrected or revised original Mylar or linen to the Planning Department.
- B. The plat shall be noted in italics *CORRECTED PLAT OF THE* above the name of the subdivision.
- C. Notations shall be made on the face of the plat listing all corrections made and the drawer and page number where the original plat was recorded.
- D. Approval of Corrected Plats shall follow the same procedures as outline in Chapter III (4) C.
- E. All Fees associated with the process and found in the Fremont County Fee Schedule shall apply.

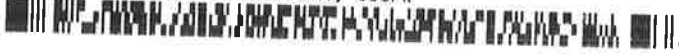
2. Re-Plats

- A. Changes to already approved and filed subdivisions determined to be reviewed as Re-Plats shall follow the same procedures and approval process as described under the Fremont County Simple Subdivision Regulations, including all fees and permitting steps.
- B. The new plat shall note the original subdivision name followed by 'Re-Plat of (either the entire subdivision or that portion that is being re-platted)' under the name of the subdivision "(i.e. Bob's Subdivision, Re-Plat of Lots 2 and 3)".
- C. All Fees associated with the process and found in the Fremont County Fee Schedule shall apply.

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3. Re-Subdivisions

- A. Re-Subdivisions where property is added to already platted land but no additional lots are created
 - I. Whenever a developer or lot owner(s) desires to re-subdivide all of, or a portion of, an already approved final subdivision plat, the developer or lot owner(s) shall first obtain approval for the re-subdivision by the same procedures prescribed for Simple Subdivisions.
 - II. The new plat shall note the original subdivision name followed by Re-Subdivision (i.e. Bob's Subdivision, Re-Subdivision).
 - III. All Fees associated with the process and found in the Fremont County Fee Schedule shall apply.
- B. Re-Subdivisions where additional lots are added to already platted land (except those that qualify as a Simple Subdivision)
 - I. Whenever a developer or lot owner(s) desires to re-subdivide all of, or a portion of, an already approved final subdivision plat, the developer or lot owner(s) shall first obtain approval for the re-subdivision by the same procedures prescribed for Regular Subdivisions.
 - II. The new plat shall note the original subdivision name followed by Re-Subdivision (i.e. Bob's Subdivision, Re-Subdivision).
 - III. All Fees associated with the process and found in the Fremont County Fee Schedule shall apply.

4. Vacation of a Plat of Record

- A. General
 - I. The County Commissioners must review and approve all vacations of recorded subdivisions as provided in W.S. § 34-12-106 through §34-12-109.
 - II. Pursuant to W.S. §34-12-106, any such plat may be vacated by the proprietors thereof at any time before the sale of any lots therein, by a written instrument declaring the same to be vacated, duly executed, acknowledged or proved and recorded in the same office with the plat to be vacated, and the execution and recording of such writing shall operate to destroy the force and effect of the recording of the plat so vacated, and to divest all public rights in the streets, alleys, commons and public grounds laid out or described in such plat, and in case where any lots have been sold, the plat may be vacated as herein provided, by all the owners of lots in such plat joining in the execution of the writing aforesaid. No plat or portion thereof for which a subdivision

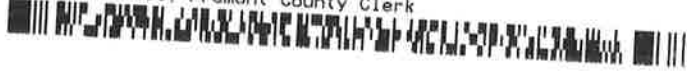


permit has been obtained pursuant to W.S. 18-5-304 shall be vacated as herein provided without the approval of the County Commissioners.

- III. Pursuant to W.S. §34-12-107, streets and alleys so platted and laid out, or which have been platted or laid out under any prior law of this state regulating private plats, may be altered or vacated in the manner provided by law for the alteration or discontinuance of highways.
 - IV. Pursuant to W.S. §34-12-108, any part of a plat may be vacated under the provisions, and subject to the conditions of this act [W.S. §34-12-101 through §34-12-104, W.S. §34-12-106 through §34-12-115]; provided, such vacating does not abridge or destroy any of the rights and privileges of other proprietors in said plat; and provided, further, that nothing contained in this section shall authorize the closing or obstruction of any public highways laid out according to law.
 - V. Pursuant to W.S. §34-12-109, when any part of a plat shall be vacated as aforesaid, the proprietors of the lots so vacated may enclose the streets, alleys and public grounds adjoining lots in equal proportions.
- B. A subdivider or land owner may make application to the Planning Commission to vacate any plat or portion thereof under the following conditions:
- I. The plat being vacated is a legal plat of record.
 - II. Vacation of the subdivision will not interfere with the development of, nor deny access via a public thoroughfare to, adjoining properties, utility services or other improvements.
- C. The procedure to Vacate a Plat, or portion of a Plat shall be as follows:
- I. The land owner(s) shall complete a Subdivision Vacation Application and present a “petition for vacation” to the Planning Department properly signed and executed, describing the reason for the request. The Vacation Application shall include: an Open Title Commitment; a signed copy of a Consent of Mortgager/Lien Holder to allow Vacation of a Subdivision from any current lien or mortgage holder authorizing such vacation; a signed Plat Vacation Recordation Statement from all landowners of a full or partial vacation; a signed agreement from all owners impacted by any road vacation including any replacement easement that may be required for continued access and a signed copy of a Vacation of Covenants should it be required.
 - II. The completed application and all additional required documents must be submitted to the Planning Department at least twenty-one (21) days prior to the next scheduled Planning Commission meeting to ensure a sufficient length of time for the Planning Department to review the vacation request and prepare a list of adjacent landowners and effected utility companies.

- III. Adjacent landowners will be notified at least two (2) weeks prior to the meeting of the time and place of the Planning Commission meeting where the vacation request will be reviewed.
- IV. The Planning Commission shall review the petition and send its recommendations to the County Commissioners.
- V. The County Commissioners shall approve or deny the petition.
- VI. If the petition is approved, it shall then be recorded in the office of the County Clerk.
 - a) Concurrently with the filing of the vacation of the plat, the land owner(s) shall record in the office of the County Clerk a deed(s) indicating the new established legal description of said property affected by the plat vacation.
- VII. All Fees associated with the process and found in Fremont County Fee Schedule shall apply.

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CHAPTER IX VARIANCE FROM REGULATIONS

- 1) **Purpose:** Provision for variance is to allow flexibility in these regulations when application of certain standards is inappropriate for a specific use or design proposal, or when enforcement of the standard would create a hardship or practical difficulty due to exceptional obstacles associated with the land or site where a particular project is proposed.
- 2) **Applicability:** The Board may vary or adjust the strict application of any of the requirements of these regulations if it would deprive the owner of the reasonable use of the land, building, or structure involved. The Board may only vary substantive requirements of these regulations, such as design standards, plat standards, application requirements, etc. The Board may not waive or vary any procedural or statutory requirements for subdivisions set forth in W.S. §18-5-301 through 18-5-317.
- 3) **Procedure:** Requests for variances shall be submitted in writing to the Planning Office. The request shall explain the reasons and the manner in which findings required for granting a variance can be satisfied. The Board shall consider the variance at the request of the Developer or at the time of Plat approval. In granting approval, the Board may require such conditions as will ensure substantial compliance with the objectives and standards of these regulations. The Commission may hear and make recommendations on variance requests if it is processed at the same time as the development proposal.
- 4) **Variance Approval Standards:** Granting of a variance by the Board shall be based on finding that all the following conditions have been met:
 - a. There are special circumstances or conditions which are peculiar to the land for which the variance is sought and do not apply generally to land in the neighborhood;
 - b. Circumstances or conditions are such that the strict application of the provisions of the regulations would deprive the applicant of the reasonable use of the land;
 - c. Granting of the variance is necessary for the reasonable use thereof and that the variance, if granted, is the minimum variance necessary to relieve the hardship or practical difficulty;
 - d. Granting of the variance is in harmony with the general purposes and intent of the regulations and will not compromise the integrity of the Land Use Plan. It will not be injurious to properties in the vicinity or otherwise detrimental to the public health, safety and welfare;
 - e. Cost or inconvenience to the applicant may be given consideration, but shall not be the sole reason for granting a variance.



- 5) **Conditions:** In granting a variance, the Board may impose conditions to prevent or minimize adverse effects from the proposed variance on other properties in the vicinity, and on the health, safety and welfare of residents in the County. Such conditions shall be limited to issues directly related to the impacts of the proposed use and shall be proportional to the impacts.
- 6) **Effect of Approval:** The development for which the variance was granted shall not be constructed or established until the development has secured all other approvals required by these regulations. The grant of a variance does not ensure that the development approved as a variance will receive other necessary approvals unless all the relevant requirements of these regulations are also met.
- 7) **Expiration:** A variance shall expire and become void one year following the date of approval unless construction or development is commenced prior to the expiration date and diligently pursued to completion. The Board may extend authorization for up to an additional year for good cause.

CHAPTER X AMENDMENTS

The Board of County Commissioners may amend these regulations from time to time as necessary and appropriate. Any such amendments shall be proposed by or submitted to the Planning Commission for approval, disapproval or recommendation. Any amendment of these regulations must be accomplished by a majority vote of the Board of County Commissioners. Before final adoption of any amendment, the Board of County Commissioners shall hold a public hearing preceded by a forty-five (45) day notice to the general public in a newspaper of general circulation in the County.

CHAPTER XI SEVERABILITY

If any provision of these regulations be held invalid by a court or competent jurisdiction, such invalidity shall not affect other provisions which can be given effect without the invalid provisions, and to this end the provisions of these regulations are declared to be severable.

CHAPTER XII REPEAL OF PREVIOUSLY ADOPTED REGULATIONS

All subdivision regulations and public improvement standards previously adopted by the Board of County Commissioners of Fremont County are hereby repealed.



CHAPTER XIII PROHIBITION AGAINST CIRCUMVENTION OF THESE REGULATIONS

No person, firm, corporation or other legal entity shall hereinafter sell, lease, or agree to sell, contract to sell or transfer any lot, piece or parcel of land which constitutes a subdivision, as defined by these regulations and Wyoming State Statutes, until after the plat thereof has been recorded in accordance with the provisions of these regulations and other applicable laws and regulations.

1. Enforcement procedures. In the event it is discovered that a violation of subdivision law has occurred, the Fremont County Planning Department shall notify the grantor of the property in question that a subdivision violation has taken place and inform the grantor of the necessary procedure to bring the parcel or parcels into compliance with the Real Estate Subdivision Law. If good faith efforts to comply with the law have not been instituted within thirty (30) days from the notice of violation, the following enforcement procedure may be employed:
 - A. A “Notice of Violation” will be prepared detailing the actions leading up to and the event of the violation. The notice will contain a procedure for bringing the violation into compliance. The grantor or responsible parties will be notified by certified letter that, if a subdivision application procedure is not begun within 30 days from receipt of the certified letter, that the “Notice of Violation” shall be filed and recorded in the office of the Fremont County Clerk.
 - B. When the terms and conditions set forth in the Notice of Violation have been met to the satisfaction of Fremont County or when determined by a court, a “Notice of Compliance” shall be recorded with the office of the Fremont County Clerk. A copy of the recorded Notice of Compliance will be forwarded to the landowner and the original document will be archived with the Fremont County Planning Department. The Notice of Compliance shall comply with the recording requirements for filing public documents as stipulated in W.S. 34-1-119.

CHAPTER XIV VIOLATIONS AND PENALTIES

Any person who willfully violates any provision of the subdivision laws of the State of Wyoming, or willfully violates any provision of these regulations or any order issued pursuant to these regulations shall, upon conviction, be fined not more than five hundred (\$500) dollars or be imprisoned in the county jail for not more than thirty (30) days or be punished by both fine and imprisonment. Each day of violation constitutes a new offense.


CHAPTER XV MISREPRESENTATION PENALTY

Any person who knowingly authorizes, directs or aids in the publication, advertisement, distribution or circulation of any false statement or misrepresentation concerning any subdivision for sale, in this or any other state, and every person with knowledge that any such advertisement, prospectus, pamphlet or letter concerning land or any subdivision thereof contains any written statement that is false or fraudulent in any material part or who issues, circulates, publishes or distributes the same, or causes the same to be circulated, published or distributed, shall upon conviction be imprisoned for a period not to exceed thirty (30) days or be fined not to exceed five hundred (\$500) dollars. Each day of violation constitutes a new offense.

CHAPTER XVI INVESTIGATORY POWERS

1. **Right to Investigate.** If the Board of County Commissioners has reason to believe that a person has engaged in activity which violates any provision of these regulations, it shall make an investigation and may hold a contested case hearing, as per the Wyoming Administrative Procedure Act, W.S. 16-3-107 and, to the extent necessary, may administer oaths or affirmations and upon its own motion or upon request of any party, may subpoena witnesses, compel their attendance, adduce evidence, and require the production of any matter which is relevant to the investigation, including the existence, description, nature, custody, condition and location of any books, documents or other tangible things and the identity and locations of persons having knowledge or relevant facts or any other matter reasonably calculated to lead to the discovery of admissible evidence.
2. **Right to Obtain Records.** If any person subject to the provisions of these regulations has records required in Section 1 located outside this state, the person shall either make them available directly to the Board of County Commissioners or its representative for examination at the place where they are maintained. The Board of County Commissioners may designate representatives, including comparable officials of the State where the records are located, to inspect them on the Board of County Commissioners' behalf.
3. **Right to Apply to District Court.** Upon failure without lawful excuse to obey a subpoena or to give testimony and upon reasonable notice to all persons affected thereby, the Board of County Commissioners may apply to any District Court for an order compelling compliance.

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Julie A Freese, Fremont County Clerk





CHAPTER XVII APPEALS

A decision of the Board of County Commissioners may be reviewed by the District Court and the Wyoming State Supreme Court as set forth in Wyoming Statutes 18-5-203.

CHAPTER XVIII ADOPTION

This resolution setting forth various rules, regulations and development standards applying to the subdivision of land and the platting thereof within Fremont County, Wyoming shall be in full force and effect after its adoption by the Board of County Commissioners and its proper filing with the County Clerk and Recorder in accordance with the requirements of the Wyoming Administrative Procedures Act.

APPROVED AND ADOPTED THIS 3RD DAY OF OCTOBER 2023

Board of County Commissioners
Fremont County, Wyoming


Larry Allen, Chairman

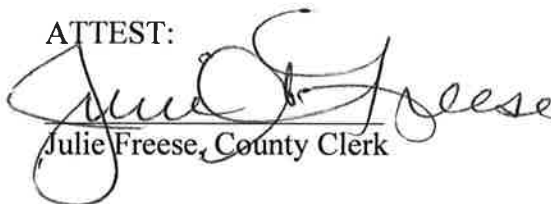
absent
Michael Jones, Vice Chairman


Clarence Thomas, Commissioner


Jennifer McCarty, Commissioner


Ron Fabrizius, Commissioner

ATTEST:


Julie Freese, County Clerk



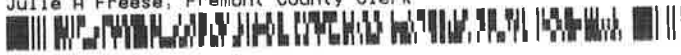


TABLE 1 ROAD STANDARDS

	REGULAR SUBDIVISION				SIMPLE SUBDIVISION	MOUNTAIN SUBDIVISION
	Through Roads		Internal Roads			
	(>250)	(<250)	(>250)	(<250)	(>250)	(>250)
ADT	(>250)	(<250)	(>250)	(<250)	(>250)	(>250)
Design Speed	40-50	30-50	30	20-30	20-30	20
Traveled Way (width)	24'	24'	24'	24'	20'	18'
Shoulder	4'	2'	2'	2'		2'
Subgrade	engineered to load		engineered to load		6" pit run	follow Regular /
Surface	6" GR minimum		6" GR minimum		or native eq.	Simple standard
R-O-W	60'	60'	60'	60'	60'	60'
Maximum Grade	8%	10%	8%	10%	8%	12%
Cross Slope	2%	2%	2%	2%	2%	2%
Max Fore Slope	2:1	2:1	2:1	2:1	2:1	2:1
Max Back Slope	2:1	2:1	2:1	1:1	1:1	1:1

Guardrail shall be required for all fore slopes steeper than 2:1

Four-way intersections are preferred and should be aligned within ten (10°) degrees of perpendicular within 100 feet of the intersection "T" intersections should be avoided but, if necessary, they should have a 125 foot minimum offset.

Maximum vertical gradient of the intersecting street shall not exceed three (3%) percent for a minimum of fifty (50') feet preceding the intersection.

Traffic Signs - Through roads ADT 250+ shall be protected by STOP signs. Through roads ADT -250 shall be protected with YIELD signs.

Cul-de-sacs - Right-of-way radius shall be fifty (50') feet- Traveled surface radius shall be forty-five (45') feet.

Drainage Ditches - Wide shallow parabolic or broadly triangular borrow pit ditches are preferred and shall be reseeded following construction.

Vertical Clearance - Minimum of eighteen (18') feet on all roads.



**PROTECTIVE COVENANTS / IMPROVEMENT DISTRICT /
HOMEOWNERS' ASSOCIATION NOTATION**

Locate the following in a convenient location on the Final Plat:

This Subdivision shall be subject to the *choose the correct verbiage* (protective covenants, Homeowners' Association, Improvement and Service District, Mutual Benefit Association) filed and recorded for this subdivision in the office of the Clerk and Recorder of Fremont County in Document # _____.

SURVEYOR-CERTIFICATE

I, _____, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of the _____ as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with Fremont County subdivision regulations governing the subdivision of land.

In witness, whereof, I have set my hand and seal this _____ day of _____, 20 ____.

Registered Land Surveyor

Number: _____

COUNTY PLANNING COMMISSION CERTIFICATION

This plat recommended for approval by the Fremont County Planning and Zoning Commission on this _____ day of _____, 20 ____.

Chairman

Printed Name

CITY PLANNING COMMISSION CERTIFICATION

This plat was certified by the City of _____ Planning Commission on this _____ day of _____, 20 ____.

Chairman

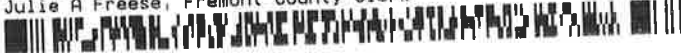
Printed Name

CITY COUNCIL CERTIFICATION

This plat was certified by the _____ City Council on this _____ day of _____, 20 ____.

Chairman

Printed Name

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Julie A Freese, Fremont County Clerk


CLERK AND RECORDER CERTIFICATE

This plat was filed for record in the Office of the Clerk and Recorder this _____ day of _____, 20____, at _____ o'clock __M, and is duly recorded in Plat Cabinet _____, Page _____ and as Document No. _____.

Clerk

Deputy

NOTE: ROOM MUST BE LEFT BELOW SIGNATURES FOR SEAL AND DOCUMENT LABEL

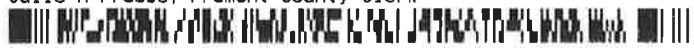
ENGINEER CERTIFICATE

I, _____ do hereby certify that I am a Civil Engineer licensed under the laws of the State of Wyoming, that these plats, construction drawings, specifications and other engineering representations hereby made by me are accurate and in compliance with the subdivision regulations and standards adopted by Fremont County and are in accordance with applicable State and Federal environmental and health regulations.

In witness, whereof, I have set my hand and seal this _____ day of _____, 20____.

Wyoming Licensed Engineer

Registration Number

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Julie A Freese, Fremont County Clerk


COUNTY COMMISSIONER CERTIFICATION

This plat is hereby approved by the Board of County Commissioners of Fremont County, Wyoming this _____ day of _____, 20__ for filing with the Clerk and Recorder of Fremont County subject to the provision that approval in no way obligates Fremont County for financing or constructing any of the improvements on lands, streets easements or other public or common areas.

Dated this _____ day of _____, 20__.

Chairman

Printed Name

Witness my hand and seal of the County of Fremont this _____ day of _____ 20__.

ATTEST: _____
County Clerk and Recorder


NOTE: ROOM MUST BE LEFT BELOW SIGNATURES FOR SEAL

TRANSPORTATION DEPARTMENT CERTIFICATION

Access to this Subdivision has been approved by the Fremont County Transportation Department and Board of County Commissioners of Fremont County via Access Permit _____ on this _____ day of _____, 20__.

Superintendent

Printed Name

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Julie A Freese, Fremont County Clerk




APPENDIX C

SUBDIVISION DEVELOPMENT AGREEMENT

This SUBDIVISION DEVELOPMENT AGREEMENT hereinafter referred to as this "Agreement," dated _____, is made and entered into by and between the Fremont County Government, by and through its Board of Commissioners, hereinafter referred to as "County," and _____, hereinafter referred to as "Subdivider."

This Agreement is subject to the Fremont County Regular Subdivision Regulations. If the requirements of those regulations conflict with the requirements of this Agreement, the more restrictive requirements shall control.

1. GENERAL

A. Purpose – The purpose of this Agreement is to provide for the completion of the Subdivision Improvements as hereinafter defined.

B. Recitals:

- i. "Subdivider" is a person who lays out, or causes to lay out, any subdivision or parts thereof.
- ii. The Subdivision Resolution of the County requires the execution of a subdivision development agreement between the County and Subdivider whereby Subdivider agrees to construct any required improvements for the Subdivision and to provide security for completion of the Subdivision Improvements.
- iii. This Agreement will provide for the completion of the Subdivision Improvements within the Subdivision and will protect the County from the cost of completing the Subdivision Improvements.
- iv. This Agreement is not executed for the benefit of third parties. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement and are not intended to benefit those such as materialmen, laborers, or others providing work, services or materials for the Subdivision Improvements or lot or home buyers in the Subdivision.

C. Subdivision – The "Subdivision" shall mean the creation or division of a lot, tract, parcel or other unit of land for the immediate or future purpose of sale, building development or redevelopment, for residential, recreational, industrial, commercial or public uses.



- D. **Subdivision Improvements** – The "Subdivision Improvements" shall mean access, features, infrastructure and areas, if any, set forth and described in the Final Plat documents and pursuant to the requirements of the Fremont County Subdivision Regulations. The Subdivision Improvements and phasing are listed, together with the estimated costs thereof, in Exhibit A—Engineer Cost Estimate attached hereto.

2. CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.

- A. **Agreement to Construct** – Subject to and in accordance with the terms and provisions of this Agreement, Subdivider agrees to cause the Subdivision Improvements to be constructed and completed at its expense, in accordance with the Plans.
- B. **Final Plat Approval as Condition** – The obligation of the Subdivider to construct and complete the Subdivision Improvements is conditioned, and shall arise only upon, approval of the Final Plat of the Subdivision by the Board of County Commissioners.
- C. **Commencement of Construction** – Subdivider shall commence construction and installation of the Subdivision Improvements within 60 days from the date of receipt by the County of security for 100% of the full amount of the construction cost of said Subdivision as identified on the applicable Exhibit A—Engineer Cost Estimate attached to this Agreement and made a part hereof.
- D. **Completion Date** – Said Subdivision shall be completed within one (1) year after the date of receipt of security for said Subdivision ("Completion Date"). The Completion Date may be extended with the approval of the Board of Fremont County Commissioners, which approval shall not be unreasonably withheld.
- E. **Construction Standards** – The Subdivision Improvements shall be constructed in accordance with the Plans approved by the authorities responsible for reviewing said improvements and, to the extent not otherwise provided in the Plans, in accordance with said authorities' ordinances, resolutions, and regulations.
- F. **Warranties of Subdivider** – Subdivider hereby represents and warrants that the Subdivision Improvements will be installed in a good and workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Subdivider shall remain in force and effect as to any completed Phase of the Subdivision Improvements until said improvement has been accepted as complete by the County Commissioners.
- G. **Title to Subdivision Improvements** – All Subdivision Improvements shall be constructed within public or private roads, streets or easements denoted on the approved Final Plat. Subdivision Improvements for roads shall be in compliance with applicable Fremont County Road Standards.

3. SECURITY FOR COMPLETION.

- A. **Deposit of Security for Subdivider Obligations** – To secure the performance of the obligations of Subdivider under this Agreement to complete the Subdivision Improvements for the Subdivision, Subdivider shall deposit with the County an irrevocable letter of credit, performance bond or escrow account with provisions as hereinafter set forth. The letter of credit, performance bond or escrow account shall be deposited after approval of the Final Plat for each Subdivision Phase and shall be 100% of the estimated cost to construct the Subdivision which the Subdivider has indicated on the attached Exhibit A – Engineering Cost Estimate. No conveyance or transfer of title to any lot or tract of land within an uncompleted Subdivision shall be made, unless an approved letter of credit, performance bond or escrow account has been deposited with the County or unless all public improvements have been completed and an irrevocable letter of credit, performance bond or escrow account in the amount of 100% of the estimated cost of said improvements has been deposited with the County as provided in Section 4B below. The irrevocable letter of credit, performance bond or escrow account shall be retained by the County until satisfaction of Subdivider's obligations under this Agreement or earlier release by the County.

- B. **Provisions for Irrevocable Letters of Credit, Performance Bond or Escrow Account** – An irrevocable letter of credit, performance bond or escrow account for a Phase shall be in an amount equal to 100 % of the estimated cost to construct that Phase. Issuers of letters of credit, performance bonds or escrow accounts shall meet applicable federal and state requirements for financial institutions doing business in Wyoming. Letters of credit, performance bonds or escrow accounts shall have an expiration date no earlier than two years after their date of issuance, and shall provide that they may be drawn upon from time to time by the County in such amount or amounts as the County may designate as justified, such amounts not to exceed, in the aggregate, the amount of the letter of credit, performance bond or escrow account. Draws under any such letter of credit, performance bond or escrow account shall be made by a certificate signed by the Chairman or Acting Chairman of the Board of County Commissioners of Fremont County stating that the County is entitled to draw the specified amount under the terms of this Agreement. The right of the County to draw on any letter of credit, performance bond or escrow account shall be as provided in, and subject to, the provisions of Sections 5A through 5G of this Agreement.

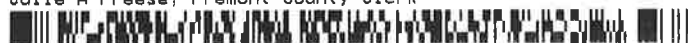
Please indicate type of Security used and attach it as Exhibit B to this Agreement.

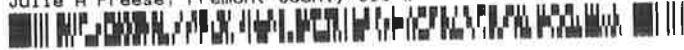
_____ Letter of Credit

_____ Performance Bond

_____ Escrow Account

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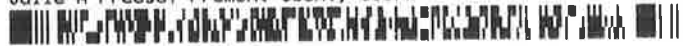
- C. **Recording of Agreement** - After approval of the Final Plat of the Subdivision by the Board of Fremont County Commissioners, this Agreement shall be recorded in the office of the Fremont County Clerk. Upon Final Acceptance of all of the Subdivision Improvements by the County, the County shall deliver to Subdivider a recordable executed document which shall release all property within the Subdivision from any further effect of this fully executed Agreement.

4. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS AND RELEASE OF SECURITY.

- A. **Preliminary Acceptance** – Upon the satisfactory completion of the Subdivision Improvements in the Subdivision, Subdivider shall be entitled to obtain preliminary acceptance thereof by the County ("Preliminary Acceptance") in accordance with the following provisions. Upon such completion, the Subdivider’s engineer shall provide a written statement that the improvements have been completed and meet all County or other applicable standards. The Subdivider shall give written notice to the Fremont County Planning Department requesting an inspection of the completed Subdivision Improvements ("Preliminary Inspection Notice"). The Fremont County Planning Department, acting through its designated engineer, shall inspect the completed Subdivision Improvements within fourteen days after receipt of the engineer’s written statement, and, if it is found that the specified improvements have been completed substantially in accordance with the Plans and the other requirements of this Agreement, the Fremont County Planning Department shall issue a letter evidencing Preliminary Acceptance within fourteen days after the inspection. If, upon inspection of the completed Subdivision Improvements, the Fremont County Planning Department finds that the specified improvements have not been completed substantially in accordance with the Plans and the other requirements of this Agreement, the Fremont County Planning Department shall issue a written notice of noncompliance within fourteen days after the inspection specifying the respects in which the completed Subdivision Improvements have not been completed substantially in accordance with the Plans and the other requirements of this Agreement. Subdivider shall thereupon take such action as is necessary to cure any noncompliance and, upon curing the same, shall give a new Preliminary Inspection Notice to the Fremont County Planning Department. Upon the receipt of such a new Preliminary Inspection Notice, the foregoing provisions of this Section 4(A) shall be applicable.
- B. **Partial Release of Security** – At the time of Preliminary Acceptance of completed Subdivision Improvements, the County shall issue a written partial release of the letter of credit, performance bond or escrow account and the plat restriction provided in Section 3(A). The amount to be released for the completed Subdivision Improvements in each Subdivision Phase shall be equal to the amount shown on the applicable Exhibit A— Engineer Cost Estimate as a subtotal, reflecting the estimated cost of the completed Subdivision Improvements. Partially released irrevocable letters of credit, performance bonds or escrow accounts shall continue in effect until Final Acceptance of the completed Subdivision Improvements.



- C. **Maintenance Prior to Final Acceptance** – Until Final Acceptance by the County of the Subdivision Improvements, Subdivider shall, at Subdivider's expense, make all needed repairs or replacements to the Subdivision Improvements required on account of defects in materials or workmanship and shall be responsible for ordinary repairs and maintenance thereof.
- D. **Final Acceptance** – At the completion of all Subdivision Improvements, Subdivider shall be entitled to obtain final acceptance thereof by the County ("Final Acceptance") in accordance with the following provisions. At the completion of all the Subdivision Improvements, including maintenance of those already approved, Subdivider shall give written notice to the Fremont County Planning Department requesting a final inspection of the Subdivision Improvements ("Final Inspection Notice"). The Fremont County Planning Department, acting through its designated engineer, shall inspect such Phase of the Subdivision Improvements within fourteen days after receipt of the Final Inspection Notice and, if the Fremont County Planning Department finds that the Subdivision Improvements are substantially free of defects in materials and workmanship and have been repaired and maintained to the extent required in this Agreement, the Fremont County Planning Department shall issue a letter evidencing Final Acceptance of the Subdivision Improvements. If, upon final inspection of a Phase of the Subdivision Improvements, the Fremont County Planning Department finds that the Subdivision Improvements are not substantially free of defects in materials and workmanship or have not been repaired and maintained as required under this Agreement, the Fremont County Planning Department shall issue a written notice of noncompliance within fourteen days after the final inspection specifying the respects in which the Subdivision Improvements are not substantially free of defects in materials and workmanship or have not been repaired and maintained as required under this Agreement. Subdivider shall thereupon take such action as is necessary to cure any noncompliance and, upon curing the same, shall give a new Final Inspection Notice to the Fremont County Planning Department. Upon the giving of such new Final Inspection Notice, the foregoing provisions of this Section 4(D) shall be applicable.
- E. **County Commissioner Approval and Release** – At the earliest regular meeting of the Board of Fremont County Commissioners following the issuance of the Final Acceptance letter, the Fremont County Planning Department will request acceptance of the subdivision improvements by the Board of Fremont County Commissioners. At the time of Final Acceptance of the Subdivision Improvements for a Phase in the Subdivision, Subdivider shall be entitled to:
- i. A release of the Warranty Security for that Phase. The release shall be in writing, signed by the Chairman of the Board of County Commissioners, or an authorized delegate.
 - ii. A letter of Final Acceptance of the Subdivision Improvements, indicating that the Subdivision Final Plat may be recorded provided all other Regulations and legal requirements have been met.



5. DEFAULTS AND REMEDIES

- A. **Default by Subdivider** – A default by Subdivider shall exist after notice and hearing and an opportunity to cure as hereinafter provided if: Subdivider fails to construct the Subdivision Improvements in substantial compliance with the Plans and the other requirements of this Agreement; Subdivider fails to complete construction of the Subdivision Improvements by the Completion Date provided herein or as extended by the County Commissioners; Subdivider fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; Subdivider otherwise breaches or fails to comply with any obligation of Subdivider under this Agreement; Subdivider becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for Subdivider; Subdivider fails to maintain in full force and effect a letter of credit, performance bond or escrow account in the amounts specified in this Agreement. Notice of default as to any Phase of the Subdivision Improvements must be given prior to expiration of the warranty period for such Phase of the Subdivision Improvements as hereinafter provided.
- B. **Notice and Hearing** – In the event a default by Subdivider is believed to exist, the County shall give written notice thereof to Subdivider. Within fourteen days the Subdivider shall either concur with the findings of default or provide a written request for a hearing before the Board of County Commissioners to determine the existence of a default. If the Subdivider does not respond within the fourteen calendar days, it is assumed they concur with the finding of default. Within 30 calendar days after such hearing, the Board of County Commissioners shall determine whether or not a default exists and, if so, shall specify a reasonable time within which Subdivider shall be required to cure the default.
- C. **Remedies of County** – If the Board of County Commissioners, after notice and hearing as aforesaid, determines that a default by Subdivider exists, and if Subdivider fails to cure such default within the time specified by the Board of County Commissioners, the County shall be entitled to make a draw on the letter of credit, performance bond or escrow account for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the letter of credit, performance bond or escrow account. The County may sue the Subdivider for recovery of any amount necessary to cure the default over and above the amount available under the letter of credit.
- D. **County Right to Not Complete Subdivision Improvements** – In the event of a default, Fremont County, at its sole discretion, can decline to complete the Subdivision Improvements should it be determined doing so would be counter to the public interest.
- E. **County Right to Complete Subdivision Improvements** – In the event of a default, the right of the County to complete or cause completion of the Subdivision Improvements as hereinabove provided shall include the following rights: The County shall have the right to complete the Subdivision Improvements, in substantial accordance with the Plans, the



estimated construction costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor subdivider who has acquired the Subdivision by purchase, foreclosure, or otherwise. (Successor subdivider would be required to follow the Fremont County Subdivision Regulations including all tasks listed on the approved Engineers Estimate of the approved Subdivision). The County, any contractor under the County, or any such successor subdivider, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the Final Plat of the Subdivision and upon any part of the Subdivision owned by Subdivider for the purpose of completing the Subdivision Improvements.

- F. **Use of Funds by County** – Any funds obtained by County under a letter of credit, performance bond or escrow account, or recovered by the County from Subdivider by suit or otherwise, shall be used by the County to pay the costs of completion of the Subdivision Improvements substantially in accordance with the Plans and the other requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Subdivider, including reasonable attorneys' fees, with the surplus, if any, to be returned to Subdivider.

6. MISCELLANEOUS.

- A. **Indemnification** – To the extent permitted by law, Subdivider shall indemnify and save harmless the County from any and all suits, actions, claims, judgments, obligations, or liabilities of every nature and description which arise from an event or occurrence or act or omission of the Subdivider, its subcontractors or contractors prior to the date of Final Acceptance and which are caused by, arise from, or on account of, the construction and installation of the Subdivision Improvements, and any and all suits, actions, claims, or judgments which arise from an event, occurrence or omission prior to the date of the Final Acceptance and which are asserted by or on behalf of contractors or subcontractors working in the Subdivision, lot owners in the Subdivision, or third parties claiming injuries resulting from defective improvements constructed by Subdivider. Subdivider shall pay any and all judgments rendered against the County on account of any such suit, action, or claim, together with all reasonable expenses and attorneys' fees incurred by the County in defending such suit, action, or claim. The County shall, within fifteen days after being served with any such claim, suit, or action, notify the Subdivider of its reliance upon this indemnification and provide Subdivider with a copy of all documents pertaining to the claim or cause of action. The County may provide its own legal representation or the Subdivider may provide proper legal representation for the County, approved by the County, in said action, in which case the Subdivider shall not be responsible for any additional legal fees incurred by the County. The Subdivider is not an agent or employee of the County.
- B. **Insurance** – Subdivider and all contractors engaged in the construction of the Subdivision Improvements shall comply with all applicable federal, state and local laws. Before proceeding with the construction of improvements, Subdivider shall provide the



County with written evidence of property damage insurance and bodily injury insurance in an amount of not less than five hundred thousand dollars each, or such other maximum amount of liability as may be specified in the Wyoming Governmental Claims Act, Wyo. Stat. 1-39-101 through 1-39-120, protecting the County against any and all claims for damages to persons or property resulting from construction and/or installation of any Subdivision Improvements pursuant to this Agreement. The policy shall provide that the County shall be notified at least thirty days in advance of any reduction in coverage, termination, or cancellation of the policy. Such notice shall be sent by certified mail to the County, return receipt requested. Subdivider agrees that any contractors engaged by or for Subdivider to construct the Improvements shall maintain public liability coverage in limits not less than those described above.

- C. **Assignability** – Subject to the provisions of Section 3(A) above, Subdivider may convey or transfer title or interests in the entire Subdivision Phase or Phases without the consent of the County and a grantee or transferee of Subdivider shall not be obligated to fulfill any of the obligations of Subdivider under this Agreement unless such grantee or transferee is the successor or assignee of Subdivider in its capacity as subdivider of the Subdivision. Subdivider may assign its rights and obligations under this Agreement to a party who is the successor or assignee of Subdivider in its capacity as subdivider of the Subdivision without the consent of the County; provided, however, that:
- i. Subdivider notifies the County of the assignment and of the name and address of the successor subdivider; and;
 - ii. The successor Subdivider assumes the obligations of Subdivider under this Agreement including assumption of the developments required for the subdivision. Subdivider shall remain liable for performance of the obligations of Subdivider under this Agreement. The County shall release a letter of credit furnished by Subdivider if the County accepts new security from any successor Subdivider of the Subdivision. If the County determines there is reason to update the engineering estimate, a revised engineering estimate shall be completed and a new Development Agreement with the County shall be signed.
- D. **No Automatic Further Approvals** – Execution of this Agreement by the County shall not be construed as a representation or warranty that Subdivider is entitled to any other approvals required from the County, if any, before Subdivider is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
- E. **Notices** – All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received when actually delivered and received personally, by messenger service, fax or email, or the next business day after deposit for delivery in an overnight courier service such as Federal Express; or three business days after deposit in the United States mail, by registered or certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges

prepaid, addressed to the party at the address below or to such other address as such party may designate by written notice to the other party:

If to Subdivider:

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RESOLUTION \$0.00 Fcplanner
Julie A Freese, Fremont County Clerk



If to County:

Fremont County
Attn: Board of County Commissioners
450 North 2nd St., Rm 205
Lander WY 82520

- F. **Further Assurances** – At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.
- G. **Binding Effect** – Subject to Section 6(D) above, this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- H. **Titles Not Controlling** – Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.
- I. **No Implied Waivers** – The failure by a party to enforce any provision of this Agreement or the waiver of any specific requirement of this Agreement shall not be construed as a general waiver of this Agreement or any provision herein nor shall such action act to estop the party from subsequently enforcing this Agreement according to its terms.
- J. **Severability** – If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.
- K. **Governmental Immunity** – The County does not waive governmental immunity by entering into the Agreement, and specifically retains all immunities and defenses available to it as a governmental entity pursuant to W.S. 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties

agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity. Nothing contained in this Agreement shall constitute a waiver of the governmental immunity of the County under applicable state law.

- L. **Third Party Beneficiary Rights** – The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- M. **Consent to Jurisdiction and Venue** – Personal jurisdiction and venue for any civil action commenced by either party to this Agreement with respect to this Agreement, Irrevocable Letter of Credit, Performance Bond or Escrow Account shall be proper only if such action is commenced in the Ninth Judicial District Court for Fremont County, Wyoming. Subdivider expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal.

- N. **Force Majeure** – Neither party shall be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. “Force Majeure” shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.

- O. **Entirety of Agreement** – This Agreement, consisting of _____ () pages, Attachment A, which consists of one () page, and, if necessary, Attachment B, consisting of _____ () pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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RESOLUTION \$0.00 Fopplanner
Julie A Freese, Fremont County Clerk



SIGNATURES – The parties to this Agreement, either personally or through their duly authorized representative(s), have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the term and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

Board of Commissioners of Fremont County

Chairman

Date

ATTEST:

County Clerk

Date

APPROVED AS TO CONTENT AND FORM:

County Attorney

Date

Subdivider

Date

Owner

Date

ACKNOWLEDGEMENT

STATE OF WYOMING)

) ss.

COUNTY OF _____)

On this _____ day of _____, 20__, the foregoing Agreement was subscribed and sworn to before me by _____ Witness my hand and official seal.

Notary Public

My commission expires: _____

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RESOLUTION \$0.00 Fcplanner

Julie A Freese, Fremont County Clerk



EXHIBIT A

ENGINEER COST ESTIMATE

For

_____ Subdivision, Phase _____

This Exhibit A is hereby attached to that certain Subdivision Development Agreement regarding the _____ Subdivision and made a part thereof by reference. In the event of conflict between this Exhibit A and any other Exhibit A, this Exhibit A shall govern and control with regard to the _____ Subdivision Phase _____ specified above.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
			\$	\$

TOTAL \$


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RESOLUTION \$0.00 Fcplanner
Julie A Freese, Fremont County Clerk


EXHIBIT B

SUBDIVISION DEVELOPMENT AGREEMENT

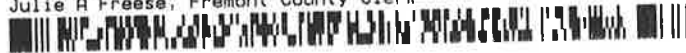
**IRREVOCABLE LETTER OF CREDIT, PERFORMANCE BOND OR ESCROW
ACCOUNT**

2023-1451160

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RESOLUTION \$0.00 Forplanner

Julie A Freese, Fremont County Clerk





APPENDIX D

ALTERNATIVE SUBDIVISION DEVELOPMENT AGREEMENT

This SUBDIVISION DEVELOPMENT AGREEMENT, hereinafter referred to as this “Agreement,” dated _____, is made and entered into by and between the Fremont County Government, by and through its Board of Commissioners, hereinafter referred to as “County,” and _____, hereinafter referred to as “Subdivider.”

This Agreement is subject to the Fremont County Regular Subdivision Regulations. If the requirements of those regulations conflict with the requirements of this Agreement, the more restrictive requirements shall control.

1. GENERAL

- A. **Purpose** – The purpose of this Agreement is to provide for the completion of the Subdivision Improvements as hereinafter defined.
- B. **Recitals:**
- i. “Subdivider” is a person who lays out, or causes to lay out, any subdivision or parts thereof.
 - ii. The Subdivision Resolution of the County requires the execution of a Subdivision Development Agreement between the County and Subdivider whereby Subdivider agrees to construct any required improvements for the Subdivision and to provide security for completion of the Subdivision Improvements.
 - iii. This Agreement will provide for the completion of the Subdivision Improvements within the Subdivision and will protect the County from the cost of completing the Subdivision Improvements.
 - iv. This Agreement is not executed for the benefit of third parties. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement and are not intended to benefit those such as materialmen, laborers, or others providing work, services or materials for the Subdivision Improvements or lot or home buyers in the Subdivision.
- C. **Subdivision** – The “Subdivision” shall mean the creation or division of a lot, tract, parcel or other unit of land for the immediate or future purpose of sale, building development or redevelopment, for residential, recreational, industrial, commercial or public uses.



D. **Subdivision Improvements** – The "Subdivision Improvements" shall mean access, features, infrastructure and areas, if any, set forth and described in the Final Plat documents and pursuant to the requirements of the Fremont County Subdivision Regulations. The Subdivision Improvements are listed, together with the estimated costs thereof, on Exhibit A—Engineer Cost Estimate attached hereto.

2. CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.

- A. **Agreement to Construct** – Subject to and in accordance with the terms and provisions of this Agreement, Subdivider agrees to cause the Subdivision Improvements to be constructed and completed at its expense, in accordance with the Plans.
- B. **Final Plat Approval as Condition** – The obligation of the Subdivider to construct and complete the Subdivision Improvements is conditioned upon, and shall arise only upon, approval of the Final Plat of the Subdivision by the Board of County Commissioners.
- C. **Commencement of Construction** – Subdivider shall commence construction and installation of the Subdivision Improvements upon approval of the Final Plat by the Board of County Commissioners.
- D. **Completion Date** – Said construction shall be completed within one (1) year after the date of approval of the Final Plat by the Board of Fremont County Commissioners. The Completion Date may be extended with the approval of the Board of Fremont County Commissioners, which approval shall not be unreasonably withheld.
- E. **Construction Standards** – The Subdivision Improvements shall be constructed in accordance with the Plans approved by the authorities responsible for reviewing said improvements and, to the extent not otherwise provided in the Plans, in accordance with said authorities’ ordinances, resolutions, and regulations.
- F. **Warranties of Subdivider** – Subdivider hereby represents and warrants that the Subdivision Improvements will be installed in a good and workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship.
- G. **Title to Subdivision Improvements** – All Subdivision Improvements shall be constructed within public or private roads, streets or easements denoted on the approved Final Plat for each Subdivision. Subdivision Improvements for roads shall be in compliance with applicable Fremont County Road Standards.

3. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS.

- A. **Preliminary Acceptance** – Upon the satisfactory completion of the Subdivision Improvements in the Subdivision, Subdivider shall be entitled to obtain preliminary

acceptance thereof by the County ("Preliminary Acceptance") in accordance with the following provisions. Upon such completion, the Subdivider's engineer shall provide a written statement that the improvements have been completed and meet all County or other applicable standards. The Subdivider shall give written notice to the Fremont County Planning Department requesting an inspection of the completed Subdivision Improvements ("Preliminary Inspection Notice"). The Fremont County Planning Department, acting through its designated engineer, shall inspect the completed Subdivision Improvements within fourteen days after receipt of the engineer's written statement, and, if it is found that the specified improvements have been completed substantially in accordance with the Plans and the other requirements of this Agreement, the Fremont County Planning Department shall issue a letter evidencing Preliminary Acceptance within fourteen days after the inspection. If, upon inspection of the completed Subdivision Improvements, the Fremont County Planning Department finds that the specified improvements have not been completed substantially in accordance with the Plans and the other requirements of this Agreement, the Fremont County Planning Department shall issue a written notice of noncompliance within fourteen days after the inspection specifying the respects in which the completed Subdivision Improvements have not been completed substantially in accordance with the Plans and the other requirements of this Agreement. Subdivider shall thereupon take such action as is necessary to cure any noncompliance and, upon curing the same, shall give a new Preliminary Inspection Notice to the Fremont County Planning Department. Upon the receipt of such a new Preliminary Inspection Notice, the foregoing provisions of this Section 3(A) shall be applicable.

- B. **Maintenance Prior to Final Acceptance** – Until Final Acceptance by the County of the Subdivision Improvements, Subdivider shall, at Subdivider's expense, make all needed repairs or replacements to the Subdivision Improvements required on account of defects in materials or workmanship and shall be responsible for ordinary repairs and maintenance thereof .
- C. **Final Acceptance** – At the earliest regular meeting of the Board of Fremont County Commissioners following the issuance of the Preliminary Acceptance letter, the Fremont County Planning Department will request acceptance of the subdivision improvements by the Board of Fremont County Commissioners. If accepted by the Board of Fremont County Commissioners, the Subdivider shall receive a letter of Final Acceptance of the Subdivision Improvements, indicating that the Subdivision Final Plat may be recorded provided all other Regulations and legal requirements have been met.

4. MISCELLANEOUS.

- A. **Indemnification** – To the extent permitted by law, Subdivider shall indemnify and save harmless the County from any and all suits, actions, claims, judgments, obligations, or liabilities of every nature and description which arise from an event or occurrence or act or omission of the Subdivider, its subcontractors, or contractors prior to the date of Final Acceptance and which are caused by, arise from, or on account of the construction and

installation of the Subdivision Improvements, and any and all suits, actions, claims, or judgments which arise from an event, occurrence or omission prior to the date of the Final Acceptance and which are asserted by or on behalf of contractors or subcontractors working in the Subdivision, lot owners in the Subdivision, or third parties claiming injuries resulting from defective improvements constructed by Subdivider. Subdivider shall pay any and all judgments rendered against the County on account of any such suit, action, or claim, together with all reasonable expenses and attorneys' fees incurred by the County in defending such suit, action, or claim. The County shall, within fifteen days after being served with any such claim, suit, or action, notify the Subdivider of its reliance upon this indemnification and provide Subdivider with a copy of all documents pertaining to the claim or cause of action. The County may provide its own legal representation or the Subdivider may provide proper legal representation for the County, approved by the County, in said action, in which case the Subdivider shall not be responsible for any additional legal fees incurred by the County. The Subdivider is not an agent or employee of the County.

- B. **Insurance** – Subdivider and all contractors engaged in the construction of the Subdivision Improvements shall comply with all applicable federal, state and local laws. Before proceeding with the construction of improvements, Subdivider shall provide the County with written evidence of property damage insurance and bodily injury insurance in an amount of not less than Five hundred thousand dollars each, or such other maximum amount of liability as may be specified in the Wyoming Governmental Claims Act, Wyo. Stat. 1-39-101 through 1-39-120, protecting the County against any and all claims for damages to persons or property resulting from construction and/or installation of any Subdivision Improvements pursuant to this Agreement. The policy shall provide that the County shall be notified at least thirty days in advance of any reduction in coverage, termination, or cancellation of the policy. Such notice shall be sent by certified mail to the County, return receipt requested. Subdivider agrees that any contractors engaged by or for Subdivider to construct the Improvements shall maintain public liability coverage in limits not less than those described above.
- C. **Assignability** – Subdivider may convey or transfer title or interests in the entire Subdivision Phase or Phases without the consent of the County and a grantee or transferee of Subdivider shall not be obligated to fulfill any of the obligations of Subdivider under this Agreement unless such grantee or transferee is the successor or assignee of Subdivider in its capacity as subdivider of the Subdivision. Subdivider may assign its rights and obligations under this Agreement to a party who is the successor or assignee of Subdivider in its capacity as subdivider of the Subdivision without the consent of the County; provided, however, that:
- i. Subdivider notifies the County of the assignment and of the name and address of the successor subdivider; and;
 - ii. The successor Subdivider assumes the obligations of Subdivider under this Agreement including assumption of the developments required for the subdivision. Subdivider shall remain liable for performance of the obligations of Subdivider under this

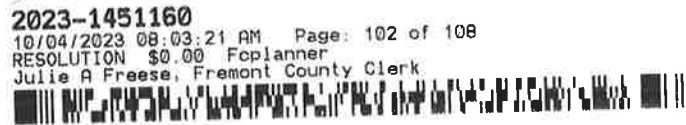
Agreement. The County shall release a letter of credit furnished by Subdivider if the County accepts new security from any successor Subdivider of the Subdivision. If the County determines there is reason to update the engineering estimate, a revised engineering estimate shall be completed and a new Development Agreement with the County shall be signed.

- D. **No Automatic Further Approvals** – Execution of this Agreement by the County shall not be construed as a representation or warranty that Subdivider is entitled to any other approvals required from the County, if any, before Subdivider is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.

- E. **Notices** – All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received when actually delivered and received personally, by messenger service, fax or email, on the next business day after deposit for delivery in an overnight courier service such as Federal Express; or three business days after deposit in the United States mail, by registered or certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the party at the address below or to such other address as such party may designate by written notice to the other party:

If to Subdivider:

If to County:



Fremont County
Attn: Board of County Commissioners
450 North 2nd St., Rm 205
Lander WY 82520

- F. **Further Assurances** – At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.

- G. **Binding Effect** – Subject to Section 6D above, this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

- H. **Titles Not Controlling** – Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.



- I. **No Implied Waivers** – The failure by a party to enforce any provision of this Agreement or the waiver of any specific requirement of this Agreement shall not be construed as a general waiver of this Agreement or any provision herein nor shall such action act to estop the party from subsequently enforcing this Agreement according to its terms.
- J. **Severability** – If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.
- K. **Governmental Immunity** – The County does not waive governmental immunity by entering into the Agreement, and specifically retains all immunities and defenses available to it as a governmental entity pursuant to W.S. 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity. Nothing contained in this Agreement shall constitute a waiver of the governmental immunity of the County under applicable state law.
- L. **Third Party Beneficiary Rights** – The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- M. **Consent to Jurisdiction and Venue** – Personal jurisdiction and venue for any civil action commenced by either party to this Agreement with respect to this Agreement or a letter of credit shall be proper only if such action is commenced in the Ninth Judicial District Court for Fremont County, Wyoming. Subdivider expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal.
- N. **Force Majeure** – Neither party shall be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. "Force Majeure" shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.
- O. **Entirety of Agreement** – This Agreement, consisting of _____ () pages, Attachment A, which consists of _____ () page(s), represents the entire and integrated

Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

SIGNATURES – The parties to this Agreement, either personally or through their duly authorized representative(s), have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the term and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

Board of Commissioners of Fremont County

Chairman

Date

ATTEST:

County Clerk

Date

APPROVED AS TO CONTENT AND FORM:

County Attorney

Date

Subdivider

Date

Owner

Date

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, the foregoing Agreement was subscribed and sworn to before me by _____ Witness my hand and official seal.

Notary Public

My commission expires: _____

2023-1451160

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RESOLUTION \$0.00 Foplanner
Julie A Freese, Fremont County Clerk



EXHIBIT A

ENGINEER COST ESTIMATE

For

_____ Subdivision, Phase _____

This Exhibit A is hereby attached to that certain Subdivision Development Agreement regarding the _____ Subdivision and made a part thereof by reference. In the event of conflict between this Exhibit A and any other Exhibit A, this Exhibit A shall govern and control with regard to the _____ Subdivision Phase _____ specified above.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
			\$	\$

TOTAL \$

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RESOLUTION \$0.00 Fcplanner
Julie A Freese, Fremont County Clerk

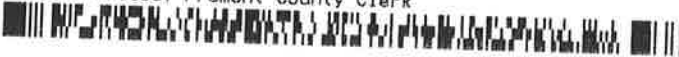


EXHIBIT E

**NOTICE OF INTENT TO APPLY FOR REGULAR SUBDIVISION
PERMIT**

Notice is hereby given that (Name of Subdivider) intends to apply to the Fremont County Board of County Commissioners for a permit to subdivider a tract of land located in the (provide legal location of the property to be subdivided i.e. NE1/4 Section 15 Township 1 North Range 4 East 6th PM Fremont County Wyoming).

This Subdivision will be known as (name on the Plat).

The proposed Subdivision contains xxx.x +/- acres (state # to nearest .1 acres), consisting of xx (state number of Lots) Lots.

Publication dates should be noted at bottom of ad.

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RESOLUTION \$0.00 Fcplanner

Julie A Freese, Fremont County Clerk





APPENDIX F

TEMPORARY HOUSING / MANCAMP CONSIDERATIONS

Thirty (30) days prior to offering any Temporary Housing, Public or Private Event Related Housing or Work Related Man Camp intended to operate more than sixty (60) continuous days, the proponent shall meet with the Director of Planning for Fremont County Planning and Rural Addressing. During that meeting the Proponent should be prepared to make a presentation on their proposed project. This presentation should include:

1. The proposed project location;
 - A. Do you have a contract with the Landowner?
 - B. Does the contract include a provision for final reclamation?
2. The intended duration of the project;
3. The anticipated number of personnel being stationed at the project;
 - A. Will it be phased?
4. The status of the current access to the project;
 - A. Is it a County Road?
 - B. If it is a County Road, have you contacted Fremont County Road Department to get necessary approvals for access?
 - C. Has the County Road Department determined any additional costs necessary to maintain the road?
5. Is it a Private Road?
 - A. With the additional traffic volumes, who will handle the road maintenance?
 - B. Do you have a contract for maintenance?
6. What is the status of the current utilities at the project site;

- A. How will Water Services be handled for the project?
 - I. Will it be provided by a well(s)?
 - i. Is there an adequate supply? The State Engineers Office may be able to help.
 - II. Will a local community be providing the water?
 - i. Has the local community been contacted to insure they can supply the necessary amount of water?
- B. How will Septic Services be handled for the project?
 - I. If a septic system will be required, have you contacted the DEQ?
 - II. If it will be hauled, has the local community been contacted to insure their sewer plant can handle the additional septic?

7. How will Solid Waste services be handled for the project?

8. Will there be on-site Security Services for the project?

- A. Have you contacted Fremont County Sheriff's Office to inform them of your plans?

9. Will there be an on-site EMS Service for the project?

- A. Have you contacted EMS?

10. Do you have a provision for bussing employees?

11. Is there adequate parking available?

12. Is there a contractor handling operation and maintenance of the facilities?

- A. If not, who will perform these functions?