

**Commercial Development General Agreement**

This agreement is made and entered into as of this 29th day of April, 2006, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and James W. Thompson and Melody L. Thompson, hereinafter known as the "Owners". The Owners have petitioned the City to rezone a parcel of land, described in detail in section one, and hereinafter known as the "Property," from an R-1 Residence District to a B-1 Business District. In consideration of this request, the City and the Owners agree to the terms and conditions as listed herein for the commercial development of the Property. The following terms shall be a binding obligation against the Property, in its entirety or each portion thereof if divided.

**Section 1. GENERAL CONDITIONS****A. The Property subject to the terms of this agreement is described as:**

A tract of land situated in Tract "A" of the Brundage Place Subdivision, City of Sheridan, Sheridan County, Wyoming; more particularly described as follows: Beginning at a point which bears S 9°42'39" W a distance of 633.03 feet from the Northeast Corner of said Tract "A"; thence S 9°43'04" W for a distance of 247.24 feet; thence N 80°20'34" W for a distance of 25.16 feet; thence N 82°35'41" W for a distance of 454.14 feet; thence N 83°10'51" for a distance of 55.61 feet; thence N 89°31'37" W for a distance of 423.29 feet; thence N 0°53'34" W for a distance of 450 feet to a point which bears S 0°53'34" E a distance of 355.0 feet from the Northwest Corner of said Tract "A"; thence S 89°42'55" E for a distance of 662.15 feet; thence S 0°19'47" W for a distance of 272.07 feet; thence S 89°22'15" E for a distance of 341.84 feet to the point of beginning.

Said tract contains 8.55 acres of land, more or less

**B. The purpose of this Agreement is to address the concerns of the present landowners adjacent to the south boundary of the Property, whose land remains zoned as R-1 residence district. The City approved the change the zoning of the Property after the Owners and the landowners of such adjacent property agreed that the Property could be rezoned without objection upon the agreement that if the Property was ever developed for commercial uses in the future, and such commercial uses were objectionable to the adjacent owners, then the Owner of the Property would construct a vegetative screen on the south line of the Property to minimize the impact to the adjacent property.****C. Based on such purpose, the Owners agree that unless the landowners adjacent to the south boundary of the Property agree in writing that such a vegetative screen not be required, then upon the commencement of a commercial development on the Property, Owners shall erect a vegetative screen along the southern boundary which meets the then-applicable City code for landscaping such developments but which will meet at least the following minimum specifications, outlined as follows:**

*A landscape buffer consisting of no less than one tree per thirty linear feet Property boundary, or portion thereof, and shall include grass or shrubs or hedges to fill in the buffer. Trees shall be no less than two inches caliper at planting.*

**D. If the Owner of the Property and the adjacent landowners south of the Property agree in writing to some other screen which otherwise meets the City's landscaping requirements then in effect, then the Owner may so construct the agreed upon screen.****E. The Owner shall provide City evidence of the adjacent landowners' waiver of this requirement to build a vegetative screen upon the commercial development of the Property or, in the alternative, shall submit a landscaping plan with the application for any commercial building permit for the Property. If the vegetative screen is required, it must be in place prior to the issuance of any certificate of occupancy for a commercial building on the Property.****Section 2. COMPLIANCE WITH TERMS AND CONDITIONS**

The Owners agree to comply with the terms of this Agreement. Should the Owners fail to comply with any of the conditions in Section 1. of this Agreement, the City will send a letter to the Owners listing the conditions for which the Property is not compliant. The City reserves the right to

withhold any future development approvals for the Property if the Owners does not cure any such non-compliance with the terms of this Agreement.

Section 3. EFFECTIVE DATE

This Agreement shall be effective upon the date listed in the first paragraph on page 1.

Section 4. TERMINATION

This Agreement may be amended, revised, or terminated only by the mutual consent of both parties.

Section 5. SEVERABILITY

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties execute this agreement as of the date set forth above.

For the City of Sheridan:

Dave Kinskey  
Mayor

Owners:

James W Thompson  
Owner

Melody L. Thompson  
Land Owner

Attest:

Scott Badley  
Deputy City Clerk

STATE OF WYOMING )  
 ) ss  
COUNTY OF SHERIDAN )

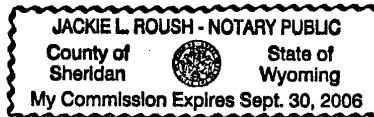
The above and foregoing Agreement was subscribed, sworn to, and acknowledged before me by Mayor Dave Kinskey and Art Elkins, this 5th day of April, 2006.

Scott Badley  
May

Jackie L. Roush  
Notary Public

My commission expires: Sept. 30, 2006

STATE OF WYOMING )  
 ) ss  
COUNTY OF SHERIDAN )



The above and foregoing Agreement was subscribed, sworn to, and acknowledged before me by James W. Thompson and Melody L. Thompson, this 3rd day of May, 2006.

C.R. Bennick  
Notary Public

My commission expires: 6-1-2006

