

658266 AGREEMENT
BOOK 511 PAGE 0587
RECORDED 12/17/2009 AT 03:30 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, is hereby entered into by and between Sheridan County, Wyoming ("County"), and Brent E. Brooks and Jeanne M. Brooks ("Subdividers").

WITNESSETH:

- 1) That Subdividers have submitted to County for approval an application for a subdivision permit and a subdivision plat of the Kruse Creek Estates Minor Subdivision (S-09-010M) located in the E½NE¼, Section 34, Township 55 North Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming.
- 2) That certain public improvements are required by the Rules and Regulations Governing Division of Land in Sheridan County, Wyoming ("Regulations") to be installed by Subdividers; and
- 3) That Subdividers are required by the Regulations to install or guarantee the installation of all required public improvements according to plans and specifications approved by the County Engineer; and
- 4) That the amount of the guarantee is based on an estimate approved by the County Engineer and is in an amount not less than one hundred percent (100%) of the estimated cost of Subdividers' contribution to the required public improvements remaining to be installed; and
- 5) That Subdividers have furnished to County a guarantee of the proper installation of public improvements providing a Certified Check (No. 4213945199) from the First Federal in the amount of six thousand dollars (\$6,000.00). ("Certified Check").

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) All public improvements designated in Exhibit A to this contract, attached hereto and incorporated herein by this reference, and being a list of the required improvements and Engineer's estimate of construction costs as approved by the County Engineer, shall be constructed and completed by the County Engineer.
- 2) All improvements designated in Exhibit A shall be installed, constructed and completed by the County Engineer and Subdividers by September 1, 2010. All construction shall be performed in a good and workmanlike manner in accordance with applicable County and State standards, rules, and regulations governing such construction.
- 3) The estimated cost of construction of the public improvements is agreed to be as

set forth in Exhibit A. The Certified Check shall guarantee that the funds are available for the completion of the public improvements described in Exhibit A. Upon completion of all public improvements and approval of the public improvements by the County, this agreement shall terminate and become null and void and of no force and effect and the Certified Check shall be returned to Subdividers. If the improvements are not completed on or before the termination of this Agreement, then County shall use the funds provided by the Certified Check to complete the described improvements and to recover the cost thereof, including administrative costs incurred as a result of the failure of timely completion. In the event the amount of the Certified Check is not sufficient to complete the improvements as designated in Exhibit A to the approval of the County Engineer, then Subdividers shall be liable for any such insufficiency. In the event County brings legal action to enforce such liability, then it shall be entitled to all its costs of suit and reasonable attorney fees. The liability of the institution issuing the Certified Check shall not exceed the face amount thereof.

- 4) Upon approval of the subdivision permit and subdivision plat for the Kruse Creek Estates Minor Subdivision(S-09-010M) by the Board of County Commissioners, Subdividers may market and sell (convey and warrant) the parcels within the Subdivision.
- 5) Upon recording the plat for the Kruse Creek Estates Minor Subdivision (S-09-010M) the 20 foot road dedication to the public shall become effective.
- 6) Building permits shall not be issued for the Kruse Creek Estates Minor Subdivision (S-09-010M) until the improvements described in Exhibit A are completed in accordance with this Agreement.
- 7) Any waiver by County of any breach of any covenant herein to be kept and performed by Subdividers shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- 8) No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
- 9) This Agreement is not assignable without the prior written consent of the parties.
- 10) All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
- 11) Notices shall be sufficient if delivered in person or sent by United States Mail, postage prepaid, and addressed as follows:

If to County:

If to Subdividers:

Chair, BOCC
224 S Main ST, STE B-1
Sheridan, WY 82801

Brent and Jeanne Brakes
549 S. Main St.
Sheridan, WY 82801

- 12) Subdividers shall comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.
- 13) Subdividers shall indemnify, defend, and hold harmless County from and against any and all claims of any nature whatsoever arising from or in connection with the performance of any duties by Subdividers related in any way to this Agreement.
- 14) 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.
- 15) This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- 16) The laws of the State of Wyoming govern this Agreement. Any litigation of this Agreement shall occur in a court located in Sheridan, Wyoming or a federal court located within Wyoming.
- 17) The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 18) Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- 19) This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.
- 20) If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, that portion shall not affect the enforceability of the remaining provisions of this Agreement.
- 21) This Agreement provides a definable benefit to Sheridan County and its citizens

and County desires to enter into this agreement beyond the term of this Board of County Commissioners so that the full benefit to Sheridan County might be realized.

- 22) This 5 page document plus the attached Exhibit A constitute the entire agreement of the parties, superseding all previous agreement between the parties.
- 23) By signing below, the parties agree to the above-terms. Additionally, any person signing certifies he or she has the authority to bind his or her respective party to this Agreement.
- 24) This Agreement becomes effective upon the date of the final signature.

BOARD OF COUNTY COMMISSIONERS,
SHERIDAN COUNTY WYOMING

SUBDIVIDERS

Robert L. Rolston
Robert L. Rolston, Chairman

BY: Brant E. Brook

ATTEST:

Audrey Kottaka
County Clerk

BY: Blanche M. Brooks

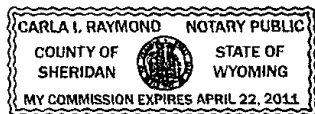
STATE OF WYOMING)
COUNTY OF SHERIDAN)

On this 15 day of December, 2009, before me personally appeared, Robert L. Rolston being first duly sworn, did say that she/he is the Chairman of the Board of County Commissioners, for Sheridan County, Wyoming and that this instrument was signed and sealed on behalf of the said County by authority of said Board and she/he acknowledged said instrument to be the free act and deed of said Board.

WITNESS my hand and official seal.

Carla I. Raymond
Notary Public

My Commission expires: April 22, 2011



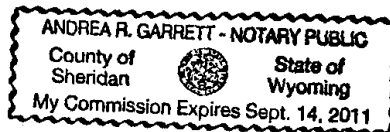
STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Brent E. Brooks on
November 17, 2009.

WITNESS my hand and official seal.

Andrea R. Garrett
Notary Public

My Commission Expires: Sept. 14, 2011



STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Jeanne M. Brooks on
November 17, 2009.

WITNESS my hand and official seal.

Andrea R. Garrett
Notary Public

My Commission Expires: Sept. 14, 2011

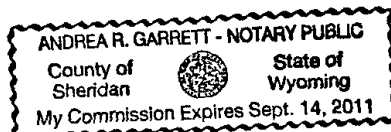


EXHIBIT A

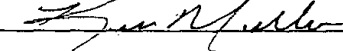
SUBDIVISION IMPROVEMENTS AGREEMENT

Summary and Engineer's Estimate of Costs of Required Public Improvements as required by the Kruse Creek Estates Minor Subdivision (S-09-010M) as approved by the County Engineer.

<i>Improvements to McCormick Road (CR #109)</i>	<i>Estimated Cost</i>
Upgrades to existing road from the southern boundary of the Subdivision approximately 1730 feet north	County to pay for
Increase in width and upgrades to existing road as it parallels Kruse Creek Estates	County to pay for
Dedication by Subdivider of 20 feet to the existing road for a distance of 1164 feet (as it parallels Kruse Creek Estates)	N/A
Cash contribution by Subdivider	\$6,000 (not to exceed)

Prepared by: _____

Date

Approved: 

County Engineer

12/2/09
Date

REQUIRED IMPROVEMENTS FOR SUBDIVISIONS

020502

Lot Size (Acres)	<1/2	1/2-1	1-2	>2
Paved Streets	X	X	X	---
Curb & Gutters	X	---	---	---
Sidewalks	X	---	---	---
Underground Storm Drain	X	---	---	---
Street Lighting	X	---	---	---
Public Sewer & Public Water	X	X	---	---
Public Sewer Only	---	---	X	---

* Note: Subdivisions within one (1) mile of corporate limits of a city or town are subject to the requirements of the city or town.