

DEVELOPMENT AGREEMENT
SHERIDAN LINKS PLANNED UNIT DEVELOPMENT

This agreement is made and entered into as of this 1st day of August, 2013, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and Sheridan Links, LLC, a Wyoming limited liability company (hereinafter known as the "Developer"). The City, Developer and Church, for their mutual benefit and consideration, agree to the terms and conditions as listed herein for the development of the Sheridan Links Planned Unit Development Subdivision (herein the P.U.D.), as follows:

Section 1. GENERAL CONDITIONS

- A. The terms of this agreement shall be binding on all heirs, successors, and assigns of the parties.
- B. The development of the Sheridan Links Planned Unit Development Subdivision is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, as well as adopted City of Sheridan Standards for Street and Utility Construction.
- C. Developer will own and develop Blocks 1 through 4 as its sole and separate property, at no cost to or obligation of the Church. Block 5 will be developed pursuant to a separate Development Agreement.
- D. Outlots BB, CC, DD and EE, all as shown in Blocks 1 through 4 on the final plat of the P.U.D., shall remain in perpetuity as an open space area, and no buildings or structures shall be constructed other than landscaping as shown on a landscaping plan approved by the City Staff, whether City Planning Director or City Engineer.
- E. Developer shall be required to provide 20% open space per Sheridan City Code Appendix B §808 for the Old Course and Sheridan Links Phases.. Open space may be provided via dedication, open space reservation, easement, restrictive covenant, or similar method approved by the Public Works Director. If the Developer cannot demonstrate that this requirement has been met by July 1, 2015, then the Developer shall pay cash in lieu for the balance of the outstanding open space percentage. The value of the outstanding balance shall be calculated based on the predevelopment fair market value of the land.
- F. Development of the Sheridan Links Planned Unit Development Subdivision, shall occur in three separate phases:

The Old Course Phase (as Phase A) shall consist of the following improvements:

- site grading,
- drainage improvements,
- installation of water, sanitary sewer and storm sewer mains where shown on construction drawings, and
- roadway improvements and surfacing for Old Course Way

All construction shall be completed as per plans and specifications approved by the City Engineer. Developer shall complete Phase A no later than December 31, 2013.

Sheridan Links Phase (as Phase B) shall consist of the following improvements:

- site grading,
- drainage improvements,
- installation of water and sanitary sewer mains where shown on construction drawings or other reasonable construction approved by City staff, and
- roadway improvements and surfacing for Fairway Court as initially shown on the construction drawings,
all of the above as may be adjusted by agreement of City Engineer prior to commencement of construction.

Provided Further, on the third/final reading by the Sheridan City Council on July 1, 2013, Council required two additional improvements to Phase B as a condition of its approval: (a) the pedestrian pathway through the north section of Phase B will be roughed in so that the location of the same can be easily identified by adjacent landowner and so as to prevent any incompatible improvements from being constructed in conflict with the pathway; and (b) from that point where the pathway easement and proposed sidewalk on the north side of Fairway Court meet to the existing sidewalk along Mydland Street, the sidewalk/pathway will be increased from

five feet to ten feet in width to provide a wider pathway-type concrete surface. The initial sidewalk shall be a standard five foot width, and the additional five feet of concrete to provide the final ten foot width shall be installed either: at the installation of the five foot sidewalk or the completion of the pedestrian pathway through Phase B, whichever is later. This extra wide sidewalk/pathway will eliminate the requirement of sidewalk on the south side of Fairway Court.

Developer intends to commence construction as a second/subsequent phase to The Old Course Phase but agrees the foregoing improvements shall complete Phase B no later than July 1, 2015. However, the rough-in of the pedestrian pathway noted above is intended to commence prior to December 31, 2013.

Grace Anglican Phase (as Phase C) shall consist of installation of a sanitary sewer main, connecting from Long Drive to and for the benefit Block 5 and a portion of Block 4 under separate development agreement but which shall be completed no later than December 31, 2013.

- G. The Developer shall provide their respective financial assurances pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% contingency fee. Financial assurances shall be provided prior to the commencement of construction of the public infrastructure and shall remain available until completion of each respective phase of public infrastructure. Financial assurances shall cover the following estimated costs:

1. Phase A – The Old Course Phase:
 - i. Sanitary sewer and water - \$500,400.00
 - ii. Drainage improvements - \$64,400.00
 - iii. Public Infrastructure plus 10% contingency – \$621,280.00
2. Phase B – Sheridan Links Phase:
 - i. Sanitary sewer and water - \$115,650.00
 - ii. Drainage improvements - \$10,100.00
 - iii. Curb & gutter, paving and sidewalk for Fairway Court, to be confirmed by City, - \$125,750.00
 - iv. Public Infrastructure plus 10% contingency – \$276,650.00

The financial assurances shall have appropriate amounts released upon verification by the City Engineer of completion of each portion of infrastructure or phase of development.

- H. The Developer shall provide test results, inspection reports and suitable mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for public roadway improvements and water and sanitary sewer utilities, as applicable for their Phase of the P.U.D. Water and sanitary sewer utilities shall be approved and accepted by City prior to issuance of building permits for the P.U.D. Acceptance of sanitary sewer utilities will include video inspection by City personnel. Verification for services of franchise utilities must be provided upon signing of this agreement.
- I. Placement of ancillary utilities and services in platted easements, including but not limited to: cable television, gas, electricity, and telephone service, will be coordinated with the installation of water and sanitary sewer service lines and sidewalks to avoid interference with, or damage to, any service or utility properly installed in a platted easement. The Developer shall be responsible for repairs to any City utilities for which lack of coordination led to damage.
- J. Any pedestrian sidewalk disturbed by building construction or installation of utilities for the P.U.D shall be restored by the Developer to at least its condition prior to the damage caused by the building construction or installation of utilities for the P.U.D.
- K. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

The Parties agree to comply with the terms of this Agreement, including all deadlines, contained in Section 1. Should the Developer fail to comply with any of the conditions upon it in Section 1 of this Agreement, the City will send a letter to the late party listing the conditions for which the Sheridan Links Planned Unit Development Subdivision is not compliant. The City reserves the right to withhold any future development approvals for the Phase of the P.U.D for which the late condition applies, and pursue any other enforcement means available under Sheridan City Code

and state statute, if the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within two weeks of the date of the letter of non-compliance.

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 all parties.

Section 5. SEVERABILITY

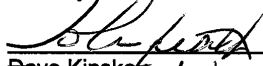
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

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 City of Sheridan:


Dave Kinskey
Mayor
City Council President

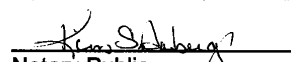
For Developer:

By: 

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Scott Day this 29th day
of July, 2013.
My commission expires 9/20/14


Notary Public
KIM S. AABERG - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires 9/20/14

State of Wyoming } ss
County of Sheridan }

The foregoing instrument was acknowledged
before me by John Heath & Scott Bodley
this 12th day of August 20-2013

Witness my hand and official seal.


Notary Public

My commission expires November 12, 2016
BRENDA K. WILLIAMS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires November 12, 2016



June 24, 2013

Items within Engineer's Opinion of Probable Construction Cost that are Public Infrastructure Items

OLD COURSE PHASE:		
	DESCRIPTION	EXTENDED PRICE
SANITARY SEWER AND WATER	8" GATE VALVE (ON-SITE)	\$ 19,200.00
	FIRE HYDRANT ASSEMBLY (ON-SITE)	\$ 48,000.00
	1" WATER SERVICE WITH CURB STOP (ON-SITE)	\$ 20,250.00
	8" DR18 C900 PVC (ON-SITE)	\$ 190,450.00
	8"x11.25" BEND (ON-SITE)	\$ 800.00
	8"x22.5" BEND (ON-SITE)	\$ 800.00
	8"x45" BEND (ON-SITE)	\$ 4,000.00
	8"x90" BEND (ON-SITE)	\$ 800.00
	8"x8"x8" TEE (ON-SITE)	\$ 1,600.00
	8" SDR35 PVC (ON-SITE)	\$ 126,900.00
	4" SCH40 SANITARY SEWER SERVICE WITH CLEAN OUT (ON-SITE)	\$ 25,200.00
	48" SANITARY SEWER MANHOLE (ON-SITE)	\$ 52,500.00
	8" SDR35 PVC (OFF-SITE)	\$ 9,900.00
	SUBTOTAL:	\$ 500,400.00
DRAINAGE IMPROVEMENTS	EROSION CONTROL BLANKET (ON-SITE)	\$ 650.00
	EROSION CONTROL RIPRAP (ON-SITE)	\$ 4,500.00
	12" PVC STORM DRAIN PIPE (ON-SITE)	\$ 1,050.00
	15" PVC STORM DRAIN PIPE (ON-SITE)	\$ 23,600.00
	24" PVC STORM DRAIN PIPE (ON-SITE)	\$ 9,000.00
	12" RCP FLARED END (ON-SITE)	\$ 2,400.00
	15" RCP FLARED END (ON-SITE)	\$ 9,000.00
	24" RCP FLARED END (ON-SITE)	\$ 7,200.00
	TYPE B STORM DRAIN INLET / CATCH BASIN (ON-SITE)	\$ 7,000.00
	SUBTOTAL:	\$ 64,400.00
	TOTAL:	\$ 564,800.00
	PUBLIC INFRASTRUCTURE PLUS 10% CONTINGENCY:	\$ 621,280.00

SHERIDAN LINKS PHASE:		
	DESCRIPTION	EXTENDED PRICE
SANITARY SEWER AND WATER	8" GATE VALVE (ON-SITE)	\$ 2,400.00
	20" TAPPING SLEEVE WITH 8" GATE VALVE (ON-SITE)	\$ 4,500.00
	FIRE HYDRANT ASSEMBLY (ON-SITE)	\$ 6,000.00
	8" DR18 C900 PVC (ON-SITE)	\$ 33,800.00
	8"x8" REDUCER (ON-SITE)	\$ 800.00
	8"x11.25" BEND (ON-SITE)	\$ 800.00
	8"x22.5" BEND (ON-SITE)	\$ 800.00
	8" SDR35 PVC (ON-SITE)	\$ 49,050.00
	48" SANITARY SEWER MANHOLE (ON-SITE)	\$ 17,500.00
	SUBTOTAL:	\$ 115,650.00
DRAINAGE IMPROVEMENTS	EROSION CONTROL BLANKET (ON-SITE)	\$ 450.00
	EROSION CONTROL RIPRAP (ON-SITE)	\$ 3,000.00
	12" RCP STORM DRAIN PIPE (ON-SITE)	\$ 2,250.00
	12" RCP FLARED END (ON-SITE)	\$ 2,400.00
	CAST-IN-PLACE SIDEWALK TRENCH DRAIN (ON-SITE)	\$ 2,000.00
	SUBTOTAL:	\$ 10,100.00
CURB & GUTTER, PAVING AND SIDEWALK FOR FAIRWAY COURT	CRUSHED AGGREGATE BASE COURSE (ON-SITE)	\$ 22,000.00
	4" HOT PLANT MIX BITUMINOUS PAVEMENT (ON-SITE)	\$ 54,000.00
	SIGN AND POST INSTALLATION (ON-SITE)	\$ 400.00
	CURB & GUTTER TYPE B (ON-SITE)	\$ 25,250.00
	REINFORCED CONCRETE DOUBLE GUTTER (ON-SITE)	\$ 1,950.00
	REINFORCED CONCRETE FILLET (ON-SITE)	\$ 3,900.00
	CONCRETE SIDEWALK - 4" (ON-SITE)	\$ 15,750.00
	CONCRETE PATHWAY - 6" (ON-SITE)	\$ 2,500.00
	SUBTOTAL:	\$ 125,750.00
	TOTAL:	\$ 251,500.00
	PUBLIC INFRASTRUCTURE PLUS 10% CONTINGENCY:	\$ 276,650.00

GRACE ANGLICAN - BLOCK 5 PHASE:		
	DESCRIPTION	EXTENDED PRICE
SANITARY SEWER	4" SCH40 SANITARY SEWER SERVICE WITH CLEAN OUT (ON-SITE)	\$ 4,000.00
	8" SDR35 PVC (OFF-SITE)	\$ 23,000.00
	48" SANITARY SEWER MANHOLE (OFF-SITE)	\$ 10,500.00
	TOTAL:	\$ 37,500.00
	PUBLIC INFRASTRUCTURE PLUS 10% CONTINGENCY:	\$ 41,195.00

NO. 2013-706742 AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
SHERIDAN CITY CLERK PO BOX 848 - Call Five City
SHERIDAN WY 82801
Planning