

### PAVING LIEN

COMES NOW, Schreiber, a Wyoming LLC., by and through its undersigned, who hereby executes, consents and voluntarily permits the lien herein for the purpose of ensuring the City of Sheridan that its paving requirements for the project commonly referred to as the Lot 6 Sheridan Commercial Park at 1650 Commercial Ave., Sheridan, Wyoming, shall be met and completed by Schreiber LLC, at its sole costs.

Schreiber, LLC. has completed the construction of an addition to a veterinary clinic under Permit No. COMM-8-12-6406, and the City of Sheridan Building Department has approved all final inspections and is ready to issue the temporary certificates of occupancy but for the off-street parking spaces not yet being paved. Schreiber LLC is waiting for the paving company to complete the required paving. In order to obtain certificates of occupancy for the facility addition, Schreiber and the City agree that the temporary certificates of occupancy will be issued only if this lien is in place to ensure the parking/paving will be completed in a timely manner and no later than September 1, 2013, and the certificates of occupancy are issued contingent upon the completion of required paving.

This Paving Lien shall be in the amount of **\$6407.00**. The lien amount so secured is calculated at 110% of the contract price.

This Paving Lien shall affect the real property described as:

**Lot 6 of the Sheridan Commercial Park, a subdivision in Sheridan County, Wyoming, as filed in Book S of Plats, Plat Number 140, in the office of the Sheridan County Clerk.**

This Paving Lien may be held as an existing obligation consented to by Schreiber, LLC to ensure that the paving requirement is met no later than ninety (90) days from the date hereof. The City may elect to either: not record this Lien of record until it deems it necessary, or it may immediately file this Lien against the real property. *Provided however*, upon completion of the paving required of Schreiber LLC, the City of Sheridan shall immediately provide a release lien to Schreiber LLC.

Should Schreiber, LLC be in default of this lien by failing to complete the paving requirement on or before September 1, 2013, the City shall have the right to: foreclose this Lien in the amount secured thereby and cause the parking to be paved; require the owner to specifically perform its obligation to so pave; or pursue any and all other remedies available to it under Wyoming law.

DATED this 9<sup>th</sup> day of May, 2013.

Schreiber, LLC.

By: Mark Schreiber

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF SHERIDAN    )

The above and foregoing was subscribed and sworn to before me by Mark Schreiber, 15th of Schreiber, LLC. on the 9th day of May 2013.

Witness my hand and official seal.

Susan Goodman  
Notary Public

My Commission Expires: \_\_\_\_\_



## **Paved Parking Lot Agreement**

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This agreement made on May 9, 2013 by and between the City of Sheridan, a municipal corporation of the State of Wyoming, hereafter called the **City** and **Schreiber LLC**, with its principal office located at 1650 Commercial Ave., Sheridan, Wyoming, hereafter called the **Developer**, witness:

Whereas, the Developer has requested and received a building permit for a commercial building project located at 1650 Commercial Ave., Sheridan, Wyoming with permit number COMM-8-12-6406 (hereafter referred to as the **Project**); and

Whereas, Sheridan City Code Appendix A §2 requires all parking spaces required under the Zoning Ordinance to be surfaced with asphalt or concrete, and Sheridan City Code Appendix A §10 requires the provision of 1 parking space per 1000 square feet for commercial or industrial use, and

Whereas, the Developer has completed the work on the Project with the exception of parking space paving, yet is requesting occupancy.

Now, therefore, in consideration of the mutual covenants contained in this agreement, the parties for themselves, their successors, and assigns, hereby agree as follows:

### **Section 1. General Requirements**

- A. The City hereby agrees to release the temporary certificates of occupancy for the Project pending final inspection of the units and certification of compliance with the City's adopted building code, notwithstanding the parking lot paving being not yet complete.
- B. The Developer agrees to complete paving of 4 10x22 regular parking spaces and one handicap space with isle by no later than September 1, 2013.

### **Section 2. Penalties**

- A. In the event that the Developer does not complete the paving of the required parking spaces by September 1, 2013 the City shall assess the value of the parking lot as a lien against the title of the property for 110% of the value of the paved parking (5 spaces), in the lien amount of **\$6407**. A paving lien, in recordable form, has been executed by Developer of even date herewith and may be recorded in the Sheridan County Clerk's office by the City until the completion of the paving. Said lien shall be satisfied no later than November 1, 2013. Upon completion, the City shall provide Developer a written release said lien for Developer to record with the Sheridan County Clerk. Said lien amount shall be paid upon transfer of ownership to any other entity.
- B. Should either party be found in default of this agreement, the City in no way waives its right to enforce the requirements of Sheridan City Code Appendix A, including all penalties allowed by code.

### **Section 3. EFFECTIVE DATE**

This Agreement shall be effective upon the date noted above.

### **Section 4. 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.

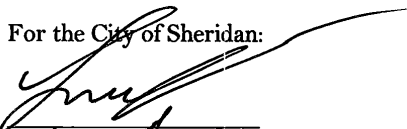
### **Section 5. GOVERNMENTAL IMMUNITY**

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:

  
By: Lane Thompson  
Title: City Engineer

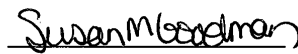
For the Developer:

  
Schreiber, LLC.  
By:

The above and foregoing  
Agreement was

Subscribed, Sworn to, and  
Acknowledged before me by  
Mark Schreiber this 15 day of  
May, 2013.

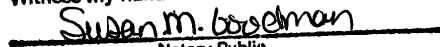
My commission  
expires \_\_\_\_\_

  
Notary Public

State of Wyoming } ss  
County of Sheridan }

The foregoing instrument was acknowledged  
before me by Lane Thompson  
this 15 day of May, 2013.

Witness my hand and official seal.

  
Notary Public

My commission expires \_\_\_\_\_

