

**Development Agreement for
The Wilkerson Little Goose 2 Subdivision**

This agreement is made and entered into as of this 26 day of May, 2021, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Phoenix Limited Partnership** hereinafter known as the "Developer." The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for the development of the Wilkerson Little Goose 2 Subdivision:

Section 1. GENERAL CONDITIONS

- A. The terms of this agreement shall be binding on all heirs, successors, and assigns of the Developer.
- B. The development of the Wilkerson Little Goose 2 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. Public improvements provided by the Developer for the Wilkerson Little Goose 2 Subdivision shall consist of the following as per plans and specifications approved by the City Engineer:
 - Site grading
 - Drainage improvements
 - Installation of water, sewer, and storm sewer mains and infrastructure
 - Paving, curb, gutter and sidewalk for Phoenix Avenue
- D. The Developer shall provide financial assurances for public improvements pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% contingency fee. Financial assurances shall cover the following costs established by the awarded bid amounts provided and outlined in the attached Wilkerson Little Goose 2 Construction Estimates totaling \$355,000.

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.
- E. Developer shall provide test results, inspection reports and suitable Mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for roadway improvements and water and sewer utilities for the Wilkerson Little Goose 2 Subdivision. Water and sewer utilities shall be approved and accepted by City prior to issuance of further building permits for the Wilkerson Little Goose 2 Subdivision. Acceptance of sewer utilities will include video inspection by City personnel. Verification for services of franchise utilities must be provided upon signing of this agreement.
- F. 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 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.
- G. Any pedestrian pathway or sidewalk disturbed by building construction or installation of utilities for the Wilkerson Little Goose 2 Subdivision 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 Wilkerson Little Goose 2 Subdivision.
- H. 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 Developer agrees 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 in Section 1 of this Agreement, the City will send a letter to the Developer listing the conditions for which the Wilkerson Little Goose 2 Subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Wilkerson Little Goose 2 Subdivision, 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 Three (3) 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 both parties.

Section 5. SEVERABILITY

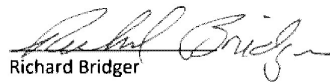
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY

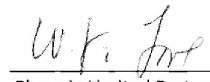
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

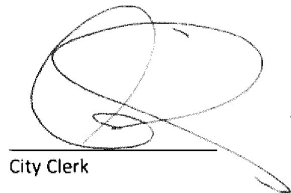
For the City of Sheridan:


Richard Bridger
Mayor

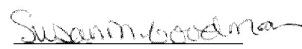
For the Developer:

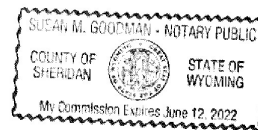

Phoenix Limited Partnership
By: (Authorized Agent)

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Kim Love this 26 day of
May, 2021.
My commission expires _____


Notary Public



MEMORANDUM

TO: Thomas Tucker, P.L.S
FROM: Craig Hossfeld, P.E.
CC: File
DATE: April 9th, 2021
SUBJECT: Estimated Cost of Public Improvements for Wilkerson Little Goose No. 2 Sub.

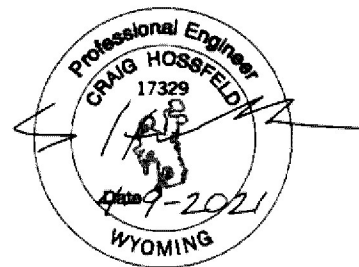

2021-769554 6/2/2021 8:30 AM PAGE: 3 OF 4
FEES: \$21.00 PK AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

For the proposed Wilkerson Little Goose No. 2 Subdivision located at Sheridan Avenue and Brundage Lane the public infrastructure improvements include an 8in water main with a 6 in fire hydrant lateral and 1in services to each lot, an 8in sewer main with 4in services to each lot, and preparation of a private road serving as public access. Based on recent contractor pricing, the scope of work, and an additional contingency for potential problems or changes during construction, I estimate that the total costs for improvements as ~\$355,000. This estimate is based on current knowledge of the scope and contractor pricing and is subject to change with project changes or contractor pricing updates.

Best Regards,



Craig Hossfeld, P.E.



IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 139

Amount: U.S. \$ 355,000.00 (three hundred and fifty five thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on May 21, 2021 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

THE PHOENIX LIMITED PARTNERSHIP

Entity Type: Limited Partnership
PO BOX 5086
SHERIDAN, WY 828010000

BENEFICIARY:

THE CITY OF SHERIDAN

Entity Type: Corporation
224 S MAIN STREET
SHERIDAN, WY 82801

ISSUER:

FIRST NORTHERN BANK OF WYOMING

29 N. Gould Street
Sheridan, WY 82801

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under First Northern Bank of Wyoming Letter of Credit No. 139 dated May 21, 2021." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

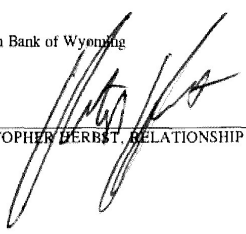
4. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 4:00 PM Mountain (Time) on May 21, 2022 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. NON-TRANSFERABLE. This Letter of Credit is not transferable.

6. APPLICABLE LAW. This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of Wyoming, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

First Northern Bank of Wyoming

By  Date 5/20/21
CHRISTOPHER BERBET, RELATIONSHIP MANAGER