

**Development Agreement Amendment #1 for
Riverstone Park Subdivision**

This agreement is made and entered into as of this 4th day of January, ²⁰²²2021, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Stonemill Properties, LLC** 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 Riverstone Park Subdivision:

Section 1. GENERAL CONDITIONS

- A. Prior to any certificate of occupancy, the open space requirements of Appendix B Section 507 of the Sheridan Municipal Code must be met, either by a fee-in-lieu, or a comprehensive open space dedication for the Wrench Ranch Phase 2 area.

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 Riverstone Park Subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Riverstone Park 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

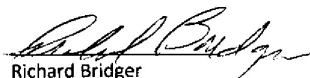
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY

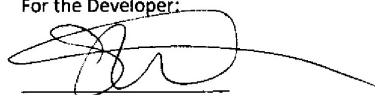
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

For the City of Sheridan:


Richard Bridger
Mayor

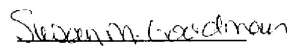
For the Developer:


Stonemill Properties, LLC
By: (Authorized Agent)

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Suzanne Bridger this 4th day of
January, 2021. ²²
My commission expires 6-12-2022


Notary Public

NO. 2022-775516 AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CITY OF SHERIDAN 55 GRINNELL PLZ
SHERIDAN WY 82801-3930

