

PARKER FLATS SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this day of Feb 23rd, ²¹2020 by and between STEPHEN GRIMSHAW hereinafter referred to as "Subdivider", and the CITY of SHERIDAN, SHERIDAN COUNTY, WYOMING, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

THAT WHEREAS, at a meeting held by the City of Sheridan Planning Commission, on the 24th day of February, 2020 the Commission recommended approval of the preliminary plat of the premises known as the Parker Flats Subdivision in the City of Sheridan, Wyoming and

WHEREAS, at a regular meeting held on the 9th day of March, 2020 the City of Sheridan Planning Commission approved the final plat of the Parker Flats Subdivision in the City of Sheridan, Wyoming and

WHEREAS at a regular meeting held on the 16th day of March, 2020, the Sheridan City Council approved said final plat of the Parker Flats Subdivision;

NOW THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

A. IMPROVEMENTS:

Subdivider agrees to submit plans of, and construct at its cost and expense, and other related expenses, the following improvements to the premises in accordance with the plans approved by the City Engineer:

1. A 4 foot wide concrete sidewalk having a thickness of 4 inches shall be placed adjacent to the curb on Parker Avenue and Tenth Street for a continuous length from the North end of the Parker Flats Subdivision to the West line of the North-South alley adjacent to Parker Flats Subdivision. (Total length of 337.3 linear feet).

B. UTILITIES:

1. Construction of utilities and related improvements shall be in accordance with applicable portions of the current edition of the Wyoming Public Works Standard Specifications, and the City municipal code.

2. Individual sanitary sewer service lines will be installed to serve each lot.

3. Individual water service lines will be installed to serve each lot.

C. SURVEY MONUMENTS:

1. Permanent survey monuments shall be set at all boundary corners and boundary deflection points. Monuments shall be, at a minimum, an iron pipe or ferrous rod monument not less than twenty-four (24) inches in length and not less than five-eighths (5/8) inches in diameter, and shall include a permanently attached identifying marker. In addition, one iron pipe or ferrous rod monument, with aforementioned dimensions, shall be set at all lot corners and shall include a permanently attached identifying marker.

D. ENGINEER:

1. Subdivider agrees to notify the City Engineer, prior to beginning work, the time of which the work is expected to be started on any of the following items:

- a. Laying of sewer service lines
- b. Backfilling of sewer service lines
- c. Laying of water service lines
- d. Backfilling of water service lines
- e. Placement of concrete for sidewalks.

2. It is understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of the work as mentioned herein before and finds the work performed to be a satisfactory condition for inclusion in the completed project, the City Engineer or his duly authorized representative shall issue a statement of inspection which shall permit the Subdivider to perform the next phase of the construction. Inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials. City will inspect completed work within twenty-four (24) hours after proper notification (excluding Saturdays and Sundays).

3. Subdivider agrees to provide for any necessary adjustment or alteration to existing utilities because of the work required by this Agreement, without cost to the City.

4. Subdivider agrees that all improvements shall be made in accordance with the general regulations, applicable State of Wyoming Standards and Specifications and Ordinances of said City.

5. Town shall have the right to require the correction, by the Subdivider, at any time before release of the security required herein, of any item, or items, to be installed under this Agreement which do not conform to City standards, specifications or ordinances, except for such item or items as may have been approved by the City Engineer.

E. BONDING:

1. Subdivider agrees to execute a bond in the amount of \$14,868.00 which is equal to 110% of the cost of required improvements as estimated by the Subdivider's Engineer and approved by the City Engineer (see attached Exhibit A).


a. The condition of the security is that the Subdivider shall complete the improvements within the period specified in this Agreement. In the event Subdivider fails to complete the improvements within the time allowed by the Agreement, or any extension thereof, as may be granted by the City, then the Surety shall complete the improvements and deliver them to the City for approval or, at the election of Surety, Surety shall tender to City the amount necessary, in no event to exceed the penal sum hereof, based upon estimates provided to the City, to carry out completion of the improvements, it being further understood that upon completion of the improvements, and unexpended funds shall be returned to Surety.-

b. Upon completion of any phase of the required improvements, Subdivider may apply for the release of the security in proportion to the relationship between the completed and approved work and the total of required improvements. Any such release of security is limited to 110% of the amount provided to the City by the Subdivider's Engineer and approved by the City Engineer. An application for the release of security upon completion of any improvements shall not be granted unless accompanied by the written certificate of the City Engineer stating that all requirements of the completed portions have been satisfactorily completed in accordance with the terms of this Agreement.

c. The provider of any security for the performance of this Agreement must agree that the security shall remain in effect in the unreleased amount until all improvements required by this Agreement are accepted by the City. The period within which improvements must be completed may be extended by the City from time to time, by City Council action or otherwise, without notice to the provider of the security, and any such extension or extensions shall not relieve the provider of its obligation.

2. Subdivider shall be responsible for the care and maintenance of all improvements until completion and final acceptance by the City. During moving in, construction, and moving off, Subdivider shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the improvements will not be made by the City until the area falling under this Agreement and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

3. Subdivider may request extensions of this agreement which may be given by the Sheridan City Council.


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F. MISCELLANEOUS

1. This Subdivision Agreement shall inure to the benefit of and be binding upon the successors and assigns of Subdivider. This Agreement shall be recorded in the office of the County Clerk, Sheridan County, Sheridan, Wyoming, and shall constitute a covenant running with all land contained within the final plat of the Parker Flats Subdivision in the City of Sheridan, Wyoming.

2. Unless this Agreement is executed by the Subdivider and returned to the Office of the City Clerk within 120 days after its approval by the City Council, approval shall automatically terminate and Subdivider shall not thereafter be entitled to the benefits of this Agreement until it shall again have been approved by the City Council.

3. No building of structures or occupying of lots shall be allowed until all infrastructure is installed, completed, and approved by the City of Sheridan, Wyoming.

4. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

5. If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.


6. This Agreement may be signed in parts or by facsimile.

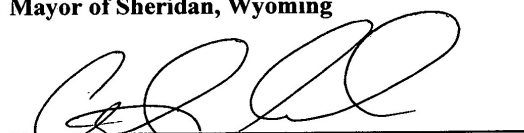
7. Should the City of Sheridan bring any action to enforce the terms of this Agreement, it shall be entitled to the recovery of all reasonable attorney fees and costs.

8. Third Party Rights: No person or entity who is not party to this Agreement shall have any right under this Agreement.

9. The City shall release the original Subdivider's Security if it accepts a new security from any Subdivider or lender who obtains the property. However, no action by the City shall constitute a release of the Subdivider from his liability under this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and official seals on the date first above written.


Roger Miller
Mayor of Sheridan, Wyoming


City Clerk, of Sheridan, Wyoming

Stephen Grimshaw

ACKNOWLEDGMENT

STATE OF WYOMING)

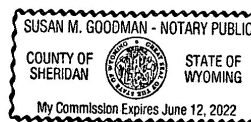
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by ^{Richard Bridger} ~~Roger Miller~~ and Cecilia Good, the Mayor and City Clerk of the City of Sheridan, Wyoming this 23rd day of Feb, 2020.21

Witness my hand and official seal.

Susan M. Goodman
Notary Public

My commission expires June 12, 2022



ACKNOWLEDGMENT

STATE OF WYOMING)

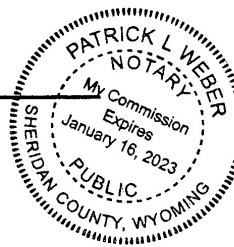
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Stephen Grimshaw this 20 day of March 2020.

Witness my hand and official seal.

Patrick L. Weber
Notary Public

My commission expires 1/16/23




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EXHIBIT A

**ESTIMATED COST OF IMPROVEMENTS
FOR
PARKER FLATS SUBDIVISION**

ITEM DESCRIPTION	MATERIAL AND INSTALLATION UNIT COST	TOTAL COST
WATER LINES		
Water service lines	8 x 38.5 feet x \$10/ft	\$3,080.00
City Tap Fees	7 @ \$190 each (Credit Tap Fee for Existing Line)	\$1,330.00
SEWER LINES		
Sewer service lines	8 x 27 feet x \$10/ft	\$2,160.00
City Street Opening Fees	4 @ \$50 per opening	\$ 200.00
CONCRETE SIDEWALK		
	337.3 LF x 4 ft width = 1,349.2 Sq. Ft. @ \$5.00 / Sq. Ft.	\$6,746.00
	TOTAL IMPROVEMENTS	\$13,516.00
SUBDIVISION SECURITY		
Required Security	\$13,516.00 x 110%	\$14,868.00


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RANDALL ENGINEERING SURVEYS 722 MONTE VISA
SHERIDAN WY 82801