

**Subdivision Agreement for
Emerson Commons Subdivision**

This agreement is made and entered into as of this 1 day of April, 2010, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and Bruce Burns, owner and developer of Emerson Commons Subdivision, 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 development of Emerson Commons Subdivision:

Section 1. GENERAL CONDITIONS

- A. The development of Emerson Commons 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.
- B. Residential building permits will be issued as per requirements of the Building Department and Appendix B, Section 707 of the Sheridan City Code. Certificates of occupancy for Emerson Commons shall be issued in accordance with Appendix B, Section 707 of Sheridan City Code any other applicable City regulations pertaining to building and fire codes.
- C. 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.
- D. Drainage Easement for detention pond must be recorded prior to final acceptance of Subdivision.
- E. Sidewalk along Emerson Street shall be continued north along the frontage of the project, from the existing sidewalk directly adjacent to the south of the project. A financial assurance based on an engineer's estimate for this required sidewalk will be submitted by the land owner prior to the subdivision being filed. This required sidewalk will be completed within two (2) years of the signing of this agreement.

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 Emerson Commons Subdivision, are not compliant. The City reserves the right to withhold any future development approvals for Emerson Commons Subdivision, if the Developer does not propose appropriate remedies which are acceptable to the City to eliminate the non-compliance(s) within two weeks of the date of the letter of non-compliance.

Section 3. VESTED RIGHTS

City Council approval of the Emerson Commons Subdivision and the subsequent acceptance of any infrastructure or utilities outlined in this agreement confers no vested rights to the Developer for future phases of development in the Emerson Commons area.

Section 4. EFFECTIVE DATE

This Agreement shall be effective upon the date listed in the first paragraph on page 1.

Section 5. TERMINATION

This Agreement may be amended, revised, or terminated only by the mutual consent of both parties.

Section 6. 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 7. 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:

Dave Kinskey
Dave Kinskey
Mayor

For the Developer:

Bruce Burns
Bruce Burns
Owner

Attest:

The above and foregoing Agreement was Subscribed, Sworn to, and Acknowledged before me by D. Bruce Burns this 12th day of March, ~~2009~~ 2010

My commission expires May 26, 2012

Scott Bailey For Mayor Kinskey
City Clerk

Nanci L. Loseke
Notary Public

