

**COUNTY ROAD AND BRIDGE SHOP AND  
MOUNTAIN SHADOWS SUBDIVISION AGREEMENT**

This Agreement is entered into by the County of Sheridan, Wyoming ("County"), whose address is 224 Main Street, Sheridan, Wyoming 82801 and P & P Enterprises, LLP, a Wyoming Limited Partnership, by Mountain Shadows, LLC, a Wyoming limited liability company and general partner of P & P Enterprises ("Developer"), whose address is 41 East Burkitt Street, Sheridan, Wyoming 82801.

Whereas, the County desires to build a Road and Bridge Shop ("County Shop") and engage in yard activities on the land owned by the County and located to the west of the Mountain Shadows Subdivision ("Subdivision") and adjacent to a portion of the Subdivision; and

Whereas, Developer desires that the County Shop and accompanying yard be located in a manner that minimizes sight and sound impact on the Subdivision and its residents;

**WHEREFORE**, in consideration of mutual covenants contained herein, the parties agree as follows:

1. The County owns the following lands situated in Sheridan County, Wyoming:

**Township 55 North, Range 84 West, 6<sup>th</sup> P.M. Sheridan County, Wyoming**

Section 9: Portion of such more particularly set forth in Exhibit "A".

Section 10: Portion of such more particularly set forth in Exhibit "A".

Said property shall be referred to as the "County Lands".

2. Developer owns the following lands situated in Sheridan County, Wyoming:

Mountain Shadows Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Drawer M, Plat # 56.

Said property shall be referred to as the "Subdivision Lands".

3. County agrees to restrict the use of the County Lands as further set forth in this Agreement. Such restrictions are for the benefit and shall be appurtenant to the Subdivision Lands and shall be assignable to the successors in interest of Developer.
4. The County Lands shall be delineated into two separate zones described as Zone 1 and Zone 2 as more particularly set forth in the attached Exhibit "A".
5. **Zone 1 Uses and Restrictions:**

- a. The County shall limit its use of Zone 1 to "Agricultural Production". "Agricultural Production" is defined and limited to production of hay, crops, trees and shrubbery. Production includes, without limitation, planting, transplanting, watering, maintaining, other general care and harvesting of such products. However, all Agricultural Production shall be produced in a way which prohibits its growth from exceeding six feet in height. In the event that any Agricultural Production exceeds six feet in height, the County, at the discretion of the Developer, shall take necessary action to limit such production to six feet in height. Such restrictions may be enforced at the option of the Developer and failure of the Developer to enforce such restrictions shall not act as a waiver of its ability to enforce

such restrictions at some later point in time. County may store hay within Zone 1 in the area which is designated on Exhibit "A" as "Historical Hay Storage Area". Such hay shall not be stacked higher than 30 feet. No other uses, improvements, modifications, or storage of equipment or products shall be allowed in Zone 1.

- b. The County shall construct and maintain at its sole expense, a six feet high chain link fence along the boundary between the County Lands and Subdivision Lands. The height and/or style of this fence may be altered if required by the Federal Aviation Administration. Additional fencing may be allowed in Zone 1 if required by the Federal Aviation Administration.
- c. Developer shall execute a Fence Maintenance Easement which is ten feet wide for the purposes of construction and maintenance of the chain link fence. The Fence Maintenance Easement to be executed shall be in the form attached as Exhibit "C" of this agreement.
- d. Stockpiles of gravel and other related products currently exist within Zone 1. The County shall remove, at its sole expense, such existing stockpiles within one year from the date of execution of this Agreement. All disturbed areas shall be reclaimed consistent with the Agricultural Production limitations set forth above.

6. Zone 2 Use and Restrictions:

- a. A building ("County Shop") may be constructed by the County in the area designated on Exhibit "A" as "County Shop". The County Shop will be located with its center at approximately 44°45'35" latitude, 106°58'14" longitude. The County Shop may be surrounded by a concrete apron. Said County Shop shall not exceed 40 feet in height exclusive of antennas. Any additional expansion of the County Shop shall be done on the West and North side of the County Shop such that it does not further encroach into Zone 2.
- b. Zone 2 area shall be limited to Agricultural Production, ingress and egress to the County Shop and other property owned by the County, and short term parking of operable equipment and automobiles. Short term parking shall not exceed a continuous twenty four hour period. County may store hay within Zone 2 in the area which is designated on Exhibit "A" as "Historical Hay Storage Area". Such hay shall not be stacked higher than 30 feet. No other uses, improvements, modifications, or storage of equipment or products shall be allowed in Zone 2.

- 7. County may request variances to the Zone restrictions. Such requests may be granted, conditionally granted, or denied at the sole discretion of the Developer. All variance requests and granting of any such variances shall be done in writing and executed such that they may be recorded with the County Clerk of Sheridan County, Wyoming.
- 8. The Developer will provide and install a 2" water tap and 2" waterline to the County Shop at no charge to the County. County shall be responsible for obtaining any necessary City Service Agreements and/or permits allowing such construction at its sole expense. County shall be responsible for the maintenance, repair and improvement of the waterline. Developer will execute a Sewer and Water Line Easement for the maintenance, repair and improvement of the waterline in the form attached as Exhibit "B". The waterline shall terminate at a location identified on Exhibit "A".
- 9. The Developer will provide and install a 4" sewer service line to the County Shop at no charge to the County. County shall be responsible for obtaining any

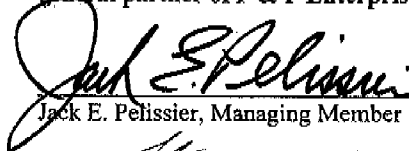
County Road and Bridge Shop and Mountain Shadows Subdivision

necessary City Service Agreements and/or permits allowing such construction at its sole expense. County shall be responsible for the maintenance, repair and improvement of the sewer service line. Developer will execute a Sewer and Water Line Easement for the maintenance, repair and improvement of the sewer service line in the form attached as Exhibit "B". The sewer service line shall terminate at a location identified on Exhibit "A".

10. 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.
11. No modification of the terms of this Agreement will be effective unless such modification is in writing and signed by the parties.
12. Nothing herein is intended, or should be construed as creating a relationship of partners, agency, representatives, or employee/employer for any purpose.
13. This Agreement and attached Exhibits constitute the entire agreement of the parties, superseding all previous agreement between the County and the Developer.
14. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, that portion shall not affect the enforceability of the remaining provisions of this Agreement.
15. The Developer may assign the benefits under this Agreement to individual lot owners and to an Architectural Control Committee as set forth in the Declaration of Protective Covenants for Mountain Shadows Subdivision.
16. In the event that it is necessary for either party to retain an attorney to enforce this Agreement, the nondefaulting party shall be entitled to all attorney's fees and court costs reasonably incurred, with or without suit.
17. This Agreement has been negotiated between the parties and no preference shall be given to any party should the interpretation of any term of this Agreement be required by a Court.

DATED: 8-7-02, 2002.

**E & P Enterprises, a Wyoming Limited Partnership, by Mountain Shadows, LLC, a Wyoming limited liability company and general partner of P & P Enterprises, LP.**

  
Jack E. Pelissier, Managing Member

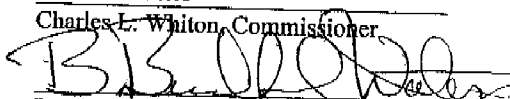
  
Thomas J. Pileh, Managing Member

SHERIDAN COUNTY BY BOARD OF  
COUNTY COMMISSIONERS,  
SHERIDAN COUNTY, WYOMING

  
Steve Cox, Chairman

Absent

Charles L. Whiton, Commissioner

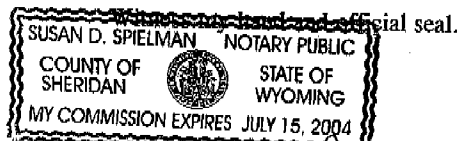
  
B. Bradford Waters, Commissioner

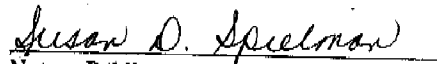
ATTEST:

  
County Clerk

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me by Jack E. Pelissier,  
this 7<sup>th</sup> day of August, 2002.



  
Notary Public

My Commission expires: July 15, 2004

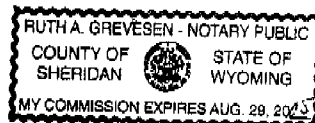
STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me by Thomas J. Pilch, this  
7 day of August, 2002.

Witness my hand and official seal.

  
Notary Public

My Commission expires: Aug 29, 2005



STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me by Steve Cox, this 5<sup>th</sup>  
 day of August, 2002.

Witness my hand and official seal.

Robin L. Buxey  
 Notary Public

My Commission expires: Dec 22, 2004

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me by Charles L. Whiton,  
 this \_\_\_\_ day of \_\_\_\_\_, 2002.

Witness my hand and official seal.

\_\_\_\_\_  
 Notary Public

My Commission expires: \_\_\_\_\_

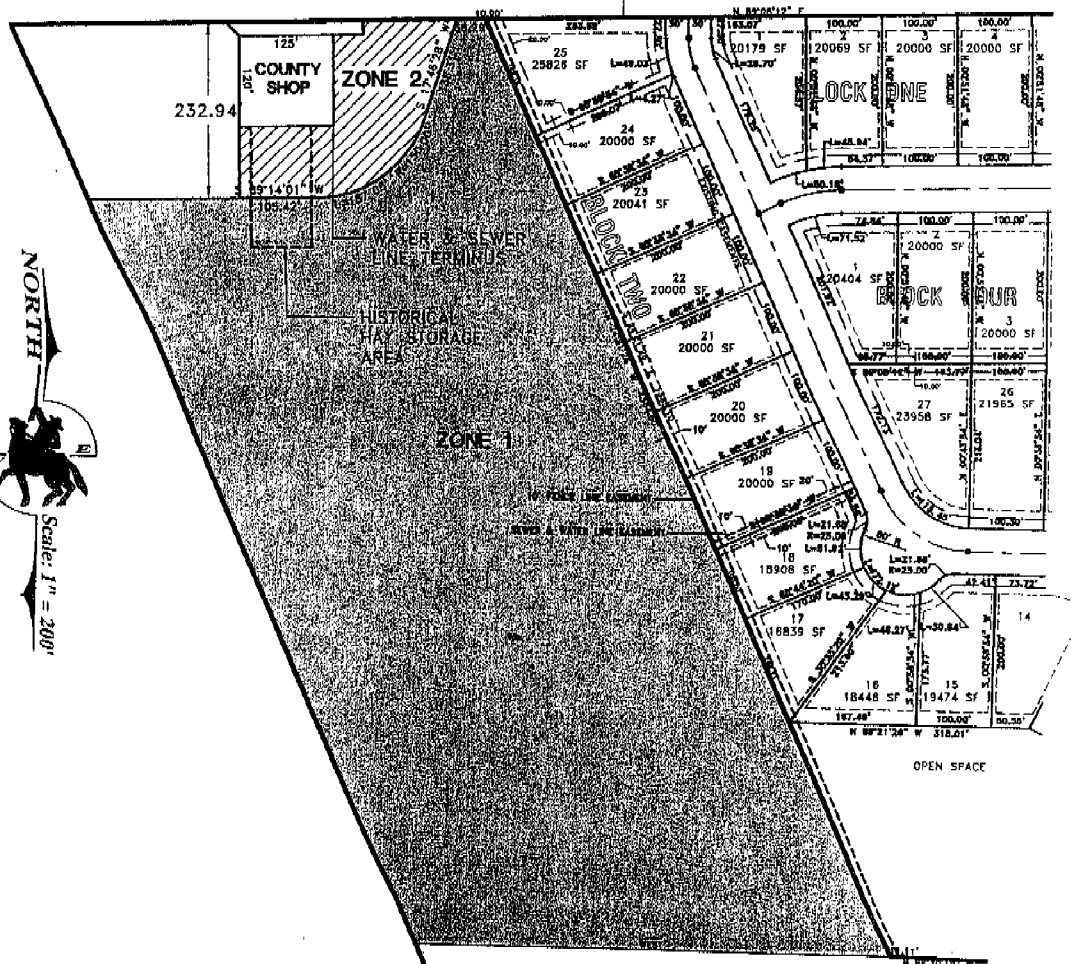
STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me by B. Bradford Waters,  
 this 5<sup>th</sup> day of August, 2002.

Witness my hand and official seal.

Robin L. Buxey  
 Notary Public

My Commission expires: Dec 22, 2004



# **Exhibit "A"** **County Shop Area Zones** **Mountain Shadows Subdivision** **Sheridan County, Wyoming**



**MENTOCK-WILLEY CONSULTANTS**  
CONSULTING ENGINEERS AND LAND SURVEYORS

1030 NORTH MAIN STREET  
No. 2 TAYLOR PLACE  
SHERIDAN, WYOMING 82801

PHONE: (307) 874-4224

FAX: (307) 872-0482

379

jsw August 1, 2002 01-402 CountyShopSL.dwg