

**Development Agreement for  
Valley Park 3<sup>rd</sup> Addition**

This agreement is made and entered into as of this 4<sup>th</sup> day of DECEMBER, 2024, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **The Bluffs, LLC** and **The Ridge, 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 Valley Park 3<sup>rd</sup> Addition:

**Section 1. GENERAL CONDITIONS**

- A. The terms of this agreement shall be binding on all heirs, successors, and assigns of the Developer. In the event of a transfer of all or any portion of the property, the transferor shall be relieved of any and all obligations with respect to the transferred property upon acceptance of this signed development agreement and financial assurance by the City - which shall not be unreasonably withheld.
- B. The development of the Valley Park 3<sup>rd</sup> Addition, 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. The Developer shall provide a warranty for public improvements pursuant to and in conformance with Sheridan City Code, Appendix B., Section 704. The warranty of improvements shall cover the following cost established by the Engineer's Opinion of Probable Construction Cost for Public Improvements provided:
  - 1. Warranty of Improvements (10%) - \$ 124,093.00
- D. Developer shall provide test results, inspection reports and suitable as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for roadway improvements and water and sewer utilities for the Valley Park 3<sup>rd</sup> Addition. Water and sewer utilities shall be approved and accepted by City prior to issuance of further building permits for the Valley Park 3<sup>rd</sup> Addition. 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.
- E. 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.
- F. Any pedestrian pathway or sidewalk disturbed by building construction or installation of utilities for the Valley Park 3<sup>rd</sup> Addition 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 Valley Park 3<sup>rd</sup> Addition.
- G. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.
- H. Sidewalks will be installed by the Developer prior to the issuance of a Certificate of Occupancy.

**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 Valley Park 3<sup>rd</sup> Addition, is not compliant. The City reserves the right to withhold any future development approvals for the Valley Park 3<sup>rd</sup> Addition, 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

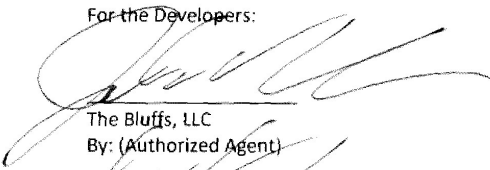
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

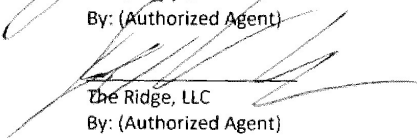
IN WITNESS WHEREOF, the parties execute this agreement as of the date set forth above.

For the City of Sheridan:

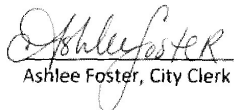
  
Richard Bridger  
Mayor

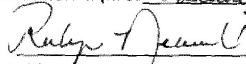
For the Developers:

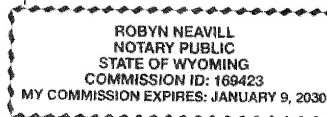
  
The Bluffs, LLC  
By: (Authorized Agent)

  
The Ridge, LLC  
By: (Authorized Agent)

Attest:

  
Ashlee Foster, City Clerk

The above and foregoing Agreement was  
Subscribed, Sworn to, and Acknowledged  
before me by John Shepaucha 3 day of  
December, 2024.  
My commission expires January 9<sup>th</sup>, 2030  
  
Notary Public



# IRREVOCABLE LETTER OF CREDIT

**Borrower:** John A. Shepardson  
Deborah L. Shepardson  
1198 Lower Prairie Dog Rd.  
Sheridan, WY 82801

**Lender:** Buffalo Federal Bank  
The Bank of Sheridan  
1375 Sugarland Drive  
Sheridan, WY 82801  
(307) 673-8100

**Beneficiary:** City of Sheridan  
55 East Grinnell Plaza  
Sheridan, WY 82801



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FEES: \$43.00 PK AGREEMENT - LEGAL

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO.: 03-490060-2**

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 12-01-2025 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Twenty-four Thousand Ninety-three & 00/100 Dollars (\$124,093.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY:** PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Lender shall honor drafts submitted by beneficiary in regards to Warranty of Improvements to the Valley Park 3rd Addition Subdivision, Sheridan, Wyoming. Each Draft must be accompanied by the following, in original and two copies except as stated: A. The Beneficiary must give notice in writing and allow 30 days for The Bluffs, LLC and The Ridge, LLC hereafter known as the "Developer" to correct the default. B. If the default is not corrected at the end of the 30-day notice period, the City of Sheridan, shall notify the Bank, in writing, who will have 10 days to draw on the Borrower's line of credit and make payment to the City of Sheridan for the amount in the default not to exceed the amount of credit available under this Letter of Credit. C. The original Letter of Credit, together with any amendments. D. A sight draft drawn by Beneficiary on Issuer. 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 obligations or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER Buffalo Federal Bank IRREVOCABLE LETTER OF CREDIT NO. 03-490060-2 DATED 11-27-2024," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Wyoming.

IRREVOCABLE LETTER OF CREDIT  
(Continued)

Loan No: 03-490060-2

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**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: November 27, 2024



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FEES: \$43.00 PK AGREEMENT - LEGAL

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

LENDER:

BUFFALO FEDERAL BANK

By: Donna Richards, V.P.  
Donna Richards, Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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**NO. 2024-796052 AGREEMENT - LEGAL**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
CITY OF SHERIDAN 55 GRINNELL PLZ  
SHERIDAN WY 82801-3930