

Development Agreement for
Patio Homes at Woodland Park subdivision

This agreement is made and entered into as of this 23rd day of Sept., 2011, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Coffeen Storage 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 Patio Homes at Woodland Park subdivision:

Section 1. GENERAL CONDITIONS

- A. The terms of this agreement shall be binding on all heirs, successors, and assigns of the Developer.
- B. The development of the Patio Homes at Woodland Park 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.
- C. Outlots B, C, D, and F, as shown on the final plat of the Patio Homes at Woodland Park subdivision plat, shall remain in perpetuity as open space areas, and no improvements shall be constructed aside from recreational amenities. Outlot A, as shown on the final plat of the Patio Homes at Woodland Park subdivision plat, shall remain in perpetuity as an open space and drainage area, and shall remain free and unencumbered by any structures, vehicles, or other improvement that would interfere with site drainage as detailed in City approved grading and drainage plans.
- D. Development of the Patio Homes at Woodland Park subdivision, shall occur in a two phases:

Phase A will consist of the following improvements:

- site grading,
- drainage improvements,
- installation of water and sewer and storm sewer mains,
- paving, curb, and gutter for Pinyon Place

All construction shall be completed as per plans and specifications approved by the City Engineer. Completion of Phase A shall occur no later than August 1, 2012.

Phase B shall consist of sidewalks and pathways adjacent to the Pinyon Place and Fleming Boulevard right-of-ways. Completion of Phase B shall occur no later than August 1, 2013.

- E. The Developer shall establish a construction escrow account to provide financial assurances for the Patio Homes at Woodland Park subdivision. The City shall be named on the account as an authorizing party, and no draws against the account shall occur without written authorization from the City. The starting balance of this account shall cover the following estimated costs plus 10% contingency:
 - 1. Paving, curb, gutter, sidewalk, and pathways - \$297,780
 - 2. Grading and drainage improvements - \$107,670
 - 3. Sewer and water - \$225,500
 - 4. Total Public Infrastructure - \$630,950
 - 5. Total Public Infrastructure plus 10% Contingency - \$694,045

The City shall authorize draws on the construction escrow account upon verification by the City Engineer of completion of each portion of infrastructure or phase of development.

- F. The developer shall provide test results, inspection reports and suitable mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for roadway improvements and water and sewer utilities for the Patio Homes at Woodland Park subdivision. Water and sewer utilities shall be approved and accepted by City prior to issuance of building permits for the Patio Homes at Woodland Park subdivision. 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.
- G. 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.

- H. Any pedestrian pathway or sidewalk disturbed by building construction or installation of utilities for the Patio Homes at Woodland Park subdivision 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 Patio Homes at Woodland Park subdivision.
- I. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.

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 Patio Homes at Woodland Park subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Patio Homes at Woodland 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 two 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

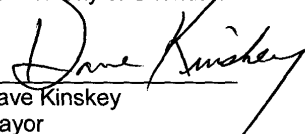
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

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:


Dave Kinskey
Mayor

For the Developer:

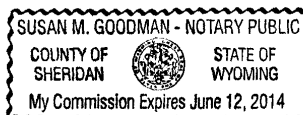

Coffeen Storage LLC
By: Jane Clark (Authorized Agent)

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Jane Clark this 22nd day
of Sept., 2011.
My commission expires June 12, 2014


Notary Public



**THE PATIO HOMES AT WOODLAND PARK
PRELIMINARY ENGINEERS ESTIMATE**



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BOOK: 528 PAGE: 20 FEES: \$14.00 DR AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Description	Unit	Quantity	Unit Cost	Total Cost
Grading				
Topsoil Stripping	CY	1,900	\$3.00	\$5,700.00
Overlot Grading	CY	7,930	\$5.00	\$39,650.00
Erosion Control Plan	LS	1	\$2,500.00	\$2,500.00
Outlet Wier	LS	1	\$1,000.00	\$1,000.00
18" RCP	LF	20	\$40.00	\$800.00
Riprap Type L	CY	15	\$40.00	\$600.00
Subtotal Grading				\$50,250.00
Water System Improvements				
8" PVC Water Line	LF	890	\$20.00	\$17,800.00
8" Gate Valve	EA	5	\$1,420.00	\$7,100.00
8" Fitting	EA	7	\$600.00	\$4,200.00
Hot Tap Connection to Existing Water Main	EA	2	\$5,000.00	\$10,000.00
1" Water Service Tap	EA	36	\$1,400.00	\$50,400.00
Fire Hydrant Assembly Tee and Valve	EA	3	\$4,500.00	\$13,500.00
Subtotal Water System Improvements				\$103,000.00
Sanitary Sewer System Improvements				
8" Sewer Line	LF	1,400	\$22.00	\$30,800.00
48" Diameter Manholes	EA	8	\$4,400.00	\$35,200.00
6" Service Line and Wye	EA	36	\$1,000.00	\$36,000.00
Tie-In to Existing Main/Temporary Pump Around	EA	1	\$8,000.00	\$8,000.00
Subtotal Sanitary Sewer System Improvements				\$110,000.00
Roadway Improvements				
Concrete Walk 8' along Fleming Blvd.	SF	5,240	\$6.80	\$35,632.00
Concrete Walk Along Proposed Road (Both Sides)	SF	6,980	\$5.25	\$36,645.00
Concrete Curb and Gutter on Both Sides of Proposed Road	LF	1,790	\$28.00	\$50,120.00
Concrete Curb by Intersections	LF	150	\$28.00	\$4,200.00
Concrete Valley Gutter/Fillets	SF	540	\$8.00	\$4,320.00
4" Asphalt & 12" Crushed Base Course (36' wide road)	SF	26,350	\$4.75	\$125,162.50
Subtotal Roadway Improvements				\$256,079.50
Miscellaneous				
Utility Conduit Gas and Electric	LF	1,500	\$5.00	\$7,500.00
Utility Conduit Phone and TV	LF	1,500	\$3.00	\$4,500.00
Utility Trench	EA	3,000	\$3.00	\$9,000.00
Light Poles and Luminaires	EA	3	\$800.00	\$2,400.00
Street Signs/Stop Signs	EA	2	\$300.00	\$600.00
Subtotal Miscellaneous				\$24,000.00
Subtotal Grading				\$50,250.00
Subtotal Water System Improvements				\$103,000.00
Subtotal Sanitary Sewer System Improvements				\$110,000.00
Subtotal Roadway Improvements				\$256,079.50
Subtotal Miscellaneous				\$24,000.00
Total				\$543,329.50
Contractor Mobilization (4%)				\$21,733.18
Contingency (10%)				\$54,332.95
Professional Construction Inspection and Staking Services (6.5%)				\$35,316.42
Grand Total Improvements				\$690,028.47

NO. 2011-690793 AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CITY OF SHERIDAN - PLANNING P O BOX 848
SHERIDAN WY 82801