

**Development Agreement for
Saddlecrest Subdivision**

This agreement is made and entered into as of this 16th day of November, 2018 by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Saddlecrest, 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 Saddle Crest 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 Saddlecrest Subdivision - , is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code per the Memorandum of Understanding with Sheridan County.
- C. Public improvements provided by the Developer for the Saddlecrest Subdivision - shall consist of the following as per plans and specifications approved by the City Engineer:
 - Installation of water system per Sheridan Area Water System Agreement
 - Paving of a rural section of twenty-four foot (24') wide asphaltic concrete at or before lot sales reach 75%.
- D. 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 Saddlecrest Subdivision. Water utilities shall be approved and accepted by Saws, prior to issuance of further building permits for the Saddlecrest Subdivision.
- 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 or Sheridan Area Water System utilities for which lack of coordination led to damage.

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 Saddlecrest Subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Saddlecrest 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 Three 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.

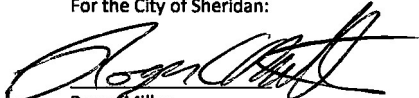
Section 6. GOVERNMENTAL IMMUNITY

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.

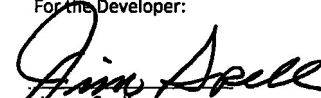


IN WITNESS WHEREOF, the parties execute this agreement as of the date set forth above.

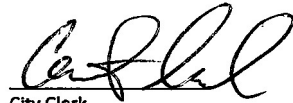
For the City of Sheridan:


Roger Miller
Mayor

For the Developer:

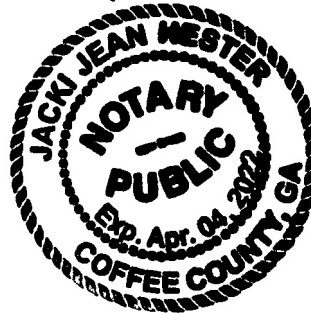

James Spell
By: (Authorized Agent)

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by 16th this 16th day of
November, 2018.
My commission expires 4-04-22


Notary Public



NO. 2018-746611 AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CITY OF SHERIDAN - PLANNING P O BOX 848
SHERIDAN WY 82801