

Development Agreement for
Trailside at Woodland Park Subdivision

This agreement is made and entered into as of this 6th day of November, 2020, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and ***Patia Homes at Woodland Park, 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 Trailside 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 Trailside 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. Coffeen Avenue Expansion Contemplated by Development. Lots 26, 27, and 28 of the Trailside Subdivision were platted in the configuration illustrated on the Final Plat based on the Wyoming Department of Transportation (WDOT) long-standing notice that it will widen U.S. Highway 87 and require the conveyance of fifty feet (50') of Developer's property. Further the storm water plan for Trailside Subdivision incorporated said Lots 26, 27, and 28 into the perpetual storm water detention easement as drainage and detention to run parallel with WDOT's highway expansion plan. No improvements shall be constructed on Lots 26, 27 and 28 because of the identified area for highway expansion and the need for storm water detention, other than those City-approved construction drawings or landscaping as shown on future plans for the widening of Coffeen Avenue approved by the City Director of Public Works. Furthermore, Lots 1 and 25 have constructed upon them an existing residence and ancillary improvements that may stay in place and be used, as constructed, for so long as Developer desires; however, WDOT's plans to widen Highway 87 caused Developer to plat Lots 1 and 25 with the home in such a manner that would allow WDOT to take ownership of Lot 25 and raze the residence thereon when WDOT is ready to purchase or condemn that property.
- D. Public improvements provided by the Developer for the Trailside Subdivision shall consist of the following as per plans and specifications approved by the City Engineer:
- Site grading
 - Drainage improvements
 - Installation of water, sewer, and storm sewer mains and infrastructure
 - Paving, curb, gutter and sidewalk for Clark Circle and Fleming Boulevard
- E. The Developer shall provide financial assurances for public improvements pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% contingency fee. Financial assurances shall cover the following costs established by the awarded bid amounts provided:
1. Grading and street improvements - \$350,950
 2. Sanitary Sewer - \$140,995
 3. Water - \$110,330
 4. Storm Sewer - \$20,735
 5. Public Infrastructure plus 10% contingency - \$79,935
- The financial assurances shall have appropriate amounts released upon verification by the City Engineer of completion of each portion of infrastructure or phase of development.
- F. 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 Trailside at Woodland Park Subdivision water and sewer utilities shall be approved and accepted by City prior to issuance of further building permits for the Trailside 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 Trailside 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 Trailside Subdivision.
- I. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.

- J. The existing home will remain on the southwest corner of the property, with the accompanying accessory garage on Lot 1. The garage and home may remain on the property at the time of the subdivision of land. Upon the condemnation or purchase of Lot 25 by WDOT, the developer will not be responsible for removing the home.

The home and garage may stay on Lots 25 and Lot 1. If Lots 1 and 25 are purchased together or the lot line between Lot 1 and Lot 25 is adjusted to accommodate the retention of either structure, Lot 25 and Lot 1 can be sold together at any time.

If the house is removed from Lot 25, Lot 25 may be sold as vacant lot. If Lot 1 has a home attached to the garage, it may be sold separately with a newly-built house attached. Adjustments to garage to be observed and corrected to adhere to city setbacks if garage is retained. The garage may also be removed on Lot 1 and Lot 1 sold separately.

- K. Sidewalks will be installed by the Developer prior to the issuance of a Certificate of Occupancy.
- L. The Developer will complete all sidewalks within 3 years of the approval of this Development Agreement.
- M. All efforts should be made for connectivity to adjacent properties.

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 Trailside at Woodland Park Subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Trailside 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 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

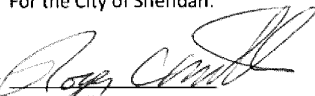
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY

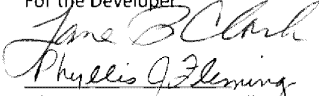
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

For the City of Sheridan:


Roger Miller
Mayor

For the Developer:


Phyllis A. Fleming
The Patio Homes at Woodland Park, LLC
By: (Authorized Agent)

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Phyllis A. Fleming this 3rd day of
November, 2020.
My commission expires 6-12-2022


Notary Public

