

CITY OF MILLS/NAP NEBRASKA, LLC
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of Mills, Wyoming, a Municipal Corporation, 704 Fourth Street, Mills, Wyoming, 82644, hereinafter designated as "City," and NAP Nebraska, LLC, 19296 Hancock Dr., Bismarck, ND, 58501, hereinafter collectively designated as "Owner."

WITNESSETH

WHEREAS, Owner submitted a site plan for construction of a new transportation warehouse facility located on Lots 11 & 12, Opportunity Subdivision, City of Mills, WY; and

WHEREAS, per the Mills Zoning Ordinance 763, the Owner is required to submit a development plan prior to the construction of said structure(s), which must be reviewed and approved by the City Staff, Planning and Zoning Board and City Council; and

WHEREAS, the property is zoned Light Industrial (I-1); and

WHEREAS, the City Staff and Utility Providers have reviewed the information submitted and found the Development Plan complies with the City of Mills Zoning regulations and requirements; and

WHEREAS, at the April 3, 2025, Planning and Zoning Commission meeting, the Commission forwarded a "Do Pass" Recommendation to the Council, with conditions, to the City Council;

WHEREAS, a copy of said Site Plan is attached hereto as Exhibit "A," dated 4/4/25 titled "Site Plan Submittal Cross Country Freight" and is hereby incorporated by reference at this point as if fully set forth.

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. That prior to obtaining building permits to construct, the Owner signs a Site Plan Agreement which will be recorded with the Natrona County Clerk's office stating construction will comply with all design provisions as shown on the Site Plan and any other improvements required by the City of Mills.
- B. The Owner obtains all required building permits, and complies with all Mills Code and inspection requirements, and State and Federal regulations.
- C. Prior to the issuance of certificates of occupancy, all requirements shall be completed to the satisfaction of the City Planner, City Engineer, Public Works Director, Fire Inspector, and Building Inspector.

II. OBLIGATIONS OF THE OWNER:

Upon written demand of the Council, the Owner, at its sole cost and expense, shall do, or cause to be done, the following:

- A. The Owner shall landscape the property in keeping with the Landscaping Plan approved by the City Council, and comply with the following landscaping requirements:
 - 1. Plant material used for landscaping shall meet the criteria and specifications set forth in the Mills Zoning Ordinance.
 - 2. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.

3. All signs on said site must be granted a permit, approved and shall meet the provisions of the Mills Zoning Ordinance.
4. All lighting must be downward facing and not project directly onto adjacent properties.
- C. Any street, alley, and parking surfaces covered with concrete or asphalt concrete pavement materials or any other surfacing materials shall be constructed per the approved site plan. Any changes must be approved, in writing, by the City Engineer.
- D. Any and all grading and drainage improvements shall be completed in a manner that adjacent properties are not impacted by runoff. All runoff shall be mitigated on site and approved by the City Engineer.

III. OBLIGATIONS OF THE CITY:

The City shall issue a building permit pursuant to the Mills Municipal Code, under the terms of this Agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the City Building Official in accordance with Mills Municipal Code.

IV. REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the city may, at its option, do any or all of the following:

- A. Refuse to issue a building permit or Certificate of Occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City. In the event of Owner's failure to pay any and all costs within thirty (30) days of presentment, the costs shall become a lien upon owner's property until paid in full.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, the property lease agreement, or which the City may otherwise have at law or in equity and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. CERTIFICATION OF AUTHORITY:

I, NAP Nebraska, LLC, the undersigned, Owner, hereby state and certify that I have full authority to bind and obligate said Owner to each and every term and provision of this Agreement.

VI. MISCELLANEOUS AGREEMENTS:

- A. This Agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- B. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City

specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- C. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY OF MILLS, WYOMING
A Municipal Corporation

NAP Nebraska, LLC
Owner

LEAH JUAREZ, MAYOR

DAVE SWINNEY, OWNERS REPRESENTATIVE

ATTEST:

SARAH OSBORN, CITY CLERK

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by WHO as, Owner for NAP Nebraska, LLC, for the approved Site Plan on Lots 11 & 12, Opportunity Subdivision, City of Mills, WY, this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: