

## **RIDGE WEST SUBDIVISION IMPROVEMENT AGREEMENT**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Mills, Wyoming, a municipal corporation, with offices at 704 Fourth Street, Mills, Wyoming 82644 (“City”), and Greenbriar Partners, LLC, a Wyoming limited liability company, with offices at 259 S. Center Street, Suite 214, Casper, Wyoming 82601 (“Owner”).

### **RECITALS**

WHEREAS, Owner is the owner and developer of approximately 27.124 acres platted as RIDGE WEST, an addition to the City of Mills, Wyoming (“Subdivision”); and

WHEREAS, the Final Plat entitled “Ridge West – An Addition to the City of Mills, Wyoming” has been approved by the City Council of the City of Mills and recorded in the records of the Natrona County Clerk (“Final Plat”); and

WHEREAS, the Final Plat depicts and dedicates public streets, rights-of-way, drainage tracts, utility easements, and other public improvements (“Public Improvements”); and

WHEREAS, approval and recordation of the Final Plat did not and does not constitute acceptance by the City of any Public Improvements; and

WHEREAS, the City requires this Agreement to ensure construction, completion, warranty, and orderly acceptance of Public Improvements;

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I – OBLIGATIONS OF OWNER**

#### **1.1 General Obligation.**

Owner shall design, construct, install, complete, warrant, and dedicate all Public Improvements at its sole cost and expense in strict compliance with City standards, approved plans, and applicable law.

#### **1.2 Surveying and Monumentation.**

Owner shall provide all required monumentation, survey records, elevation data, and digital plat files acceptable to the City and Natrona County prior to issuance of building permits.

#### **1.3 Construction Sequence.**

Improvements shall be constructed in an orderly and continuous manner. No street paving shall occur until all underlying utilities are installed and approved.

#### **1.4 Engineering Certification.**

All Public Improvements shall be designed and inspected by a Wyoming-licensed Professional Engineer. Written certification and as-built drawings are required prior to acceptance.

### **1.5 Streets and Access.**

All streets, sidewalks, curbs, gutters, and access points shall be constructed to City standards and approved AASHTO criteria, a copy of which are attached hereto and incorporated herein.

### **1.6 Water and Sewer.**

Owner shall construct all public water and sewer improvements in compliance with City and WDEQ standards and protect all appurtenances prior to acceptance, a copy of which are attached hereto and incorporated herein.

### **1.7 Drainage and Stormwater.**

All drainage facilities, including Drainage Tract A, shall be constructed in accordance with City-approved plans and shall not be accepted until certified.

### **1.8 Utilities and Traffic Control.**

All utilities shall be installed underground unless approved otherwise. Street lighting, signs, and traffic control devices shall comply with MUTCD standards.

### **1.9 Phasing.**

If developed in phases, each phase shall be independently serviceable and separately secured.

### **1.10 Soils and Geotechnical.**

Owner shall submit required soils and geotechnical reports prior to issuance of building permits.

### **1.11 Compliance.**

Owner shall comply with all applicable City ordinances and State and federal law.

## **ARTICLE II – FINANCIAL SECURITY, DEFINITIONS, AND WARRANTY**

### **2.0 Substantial Completion.**

“Substantial Completion” means Public Improvements are operational, inspected, and safe for use as determined solely by the City Engineer. Substantial Completion does not constitute acceptance.

### **2.1 Performance Security.**

Owner shall provide acceptable financial security guaranteeing completion of all Public Improvements prior to issuance of building permits.

**2.2 Warranty.**

Owner shall warrant all Public Improvements for eighteen (18) months following written acceptance by the City.

**ARTICLE III – NO ACCEPTANCE BY PLAT RECORDATION; ACCEPTANCE OF IMPROVEMENTS**

**3.1 No Acceptance by Plat.**

Recording of the Final Plat does not constitute acceptance of any Public Improvements.

**3.2 Acceptance.**

No Public Improvement shall be accepted unless construction is complete, certified, secured, and accepted in writing by the City.

**ARTICLE IV – PERMITS AND OCCUPANCY**

Building permits and Certificates of Occupancy may be withheld until compliance with this Agreement is achieved.

**ARTICLE V – REMEDIES AND LIMITED INDEMNIFICATION**

Owner shall indemnify and hold harmless the City from claims arising prior to acceptance of Public Improvements, except for City gross negligence.

**ARTICLE VI – STANDALONE CLARIFYING CLAUSE**

Nothing in this Agreement shall impair the validity of the recorded Final Plat; however, no Public Improvement shall be accepted and no Certificate of Occupancy issued except in compliance with this Agreement.

**ARTICLE VII – MISCELLANEOUS**

This Agreement shall bind successors and assigns, be governed by Wyoming law, and be enforced in Natrona County.

**SIGNATURES**

CITY OF MILLS, WYOMING

By: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk

OWNER: GREENBRIAR PARTNERS, LLC

By: \_\_\_\_\_

Lisa Burrige, Manager