

CITY OF MILLS/RONE MANUFACTURED HOME PARK
DEVELOPMENT PLAN AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the City of Mills, Wyoming, a Municipal Corporation, 704 Fourth Street, Mills, Wyoming, 82644, hereinafter designated as "City," and MJR Enterprises, LLC, 1521 Nottingham Dr., Casper, WY, 82609, hereinafter collectively designated as "Owner."

WITNESSETH

WHEREAS, Owner submitted a development plan for development of a fourteen (14) space manufactured home park (MHP), located on Lot 2, Hays Simple Subdivision, City of Mills, WY; and

WHEREAS, per the Land Development Regulations, the Owner is required to submit a development plan prior to the construction of said MHP, which must be reviewed and approved by the City Staff, Planning and Zoning Board and City Council; and

WHEREAS, the property is zoned MHP (Manufactured Home Park District); 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 September 5, 2024, 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 Development Plan is attached hereto as Exhibit "A," dated 9/17/24 titled "Development Plan for Lot 2, Hays Simple Subdivision" 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 Development 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 Development 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 construct the MHP and all home spaces in accordance with the design as approved on the Development Plan. Any changes must be approved, in writing, by the City.
- B. All home spaces within the park shall have the address/space number posted at the front street line.

- C. Only one manufactured home per space.

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, Marvin Rone, 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

MJR Enterprises, LLC

LEAH JUAREZ, MAYOR

BY: MARVIN RONE, MANAGER OF MJR
ENTERPRISES, LLC

ATTEST:

SARAH OSBORN, CITY CLERK

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Leah Juarez, Mayor, City of Mills, this _____ day of _____, 2024.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Marvin Rone, Manager of MJR Enterprises, LLC, for the approved Development Plan on Lot 2, Hays Simple Subdivision, City of Mills, WY, this _____ day of _____, 2024.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: