# TOWN OF MILLS / PLATTE VIEW DEVELOPMENT, LLC SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this day of 2019, by and between the Town of Mills, Wyoming, a Municipal Corporation, 704 Fourth Street, Mills, Wyoming, 82644, hereinafter designated as "Town", and, Platte View Development, LLC, at 421 South Center Street, Suite 101, Casper, Wyoming 82601 hereafter designated as "Owner".

#### WITNESSETH

WHEREAS, Owner platted approximately 52.2 acres of land known as Platte View Estates, located in t in and being a portion of the S1/2NE1/4, Section 10, Township 33 North, Range 80 West, 6th Principal Meridian, Natrona County, Wyoming.; and

WHEREAS, a plat of said Platte View Estates has been prepared by the Owner and approved by the Town of Mills, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this agreement;

WHEREAS, the final plat has been submitted in accordance with Town requirements, which dedicates roadway rights-of-way to the Town as public rights-of-way which is designated Exhibit "A" and is hereby made a part of this agreement; and

WHEREAS, a copy of said site plan as detailed on Exhibit "A" dated Oct 20 20 20, titled PLATTE VIEW ESTATES – AN ADDITION TO THE TOWN OF MILLS which is to this Subdivision Agreement as is Ordinance No. 720 is attached hereto as Exhibit "B", and is hereby incorporated by reference at this point as if fully set forth; and

NOW, THEREFORE, the parties hereto agree as follows:

# I. EXPLICIT CONDITIONS

Upon demand of the Town Council, the Owner, its heirs, successors or assigns, at their sole cost and expense, shall do or cause to be done the following:

### 1.1 Surveying:

A. Set all subdivision corners and 1/16th corners with 2" brass caps. These caps shall be set in concrete and shall show the number of the corner, elevation of the corner, identifying initial of the surveyor or company making survey and the license number of the surveyor making the survey or certifying the survey. 1/16th corners shall be properly marked and verified as to the location, true elevation and referenced, if subject to destruction.

B. Block and lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall, at minimum, be marked by ½" by 18" rebar with a 2" aluminum cap driven flush with the ground surface. Points of intersection (PI's) and points

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NATRONA COUNTY CLERK

Tracy Good Recorded: LD Fee: \$87.00 TOWN OF MILLS of return (POR's) of all blocks and the PT's and PC's of all curves shall be witnessed by an iron pin after construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for final inspection by the Town upon completion of the construction.

- C. A record of all elevation data for the Addition and 1/16th corners shall be submitted to the Town prior to the issuance of any building permit.
- D. A digital copy of the final subdivision plat shall be provided to the Town and Natrona County per Natrona County GIS submittal requirements.

### 1.2 Construction Sequence:

- A. Main water lines, sewer lines, storm sewers, and roadways shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in street paving and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the trenches thereof properly backfilled and compacted in accordance with Town requirements. The Owner shall receive the approval from the Public Works Director, Town Engineer or designated authority for any and all phases of construction. The construction shall be completed in accordance with Town approved plans.
- B. Owner shall provide, through his/her engineer, all completion documents concerning the subdivision construction, including but not limited to: asconstructed drawings; Certificates of Completion, and completed "punch list" items as accepted by the Public Works Director and Town Engineer, prior to issuance of Certificate of Occupancy for any building in the Addition.

# 1.3 Certification of Construction; Repair Obligations:

- A. All improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- B. The Owner shall maintain, repair, and replace, if necessary, all the improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the Town Engineer, the Town shall accept the construction thereof in writing and thereafter maintain said

streets dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, the Town may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the Town does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the Town.

C. Streets, accesses, ditches and culverts shall be constructed in accordance with the Town of Mills Subdivision Standards, 1993 AASHTO Manual "Guide for the Design of Pavement Structures" or an equal standard approved by the Town Engineer. The Owner or its assignees shall maintain adjacent ditches and culverts and shall replace any ditch, culvert or access that was damaged during construction. The Owner shall so advise its purchasers of the obligation of maintenance.

#### 1.4 Construction of Streets:

- A. Meadow Wind Way, Blue Sky Drive and West View Way (all 50-foot ROWs) and Poison Spider Lane (80-foot ROW) will be classified as local streets with a 26-foot paving width with a minimum paving section of four inches' thick asphalt over a six-inch-thick base. Owner shall have the pavement section designed by a licensed professional engineer based on the existing soil types and the proposed traffic loading. The pavement section design shall be provided to the Town for review and approval prior to construction.
- B. Owner shall have water and sewer improvements designed and certified by a professional engineer and submit the design to the Town of Mills and Wyoming Department of Environmental Quality (WDEQ) for approval prior to submitting them to Mills. Owner shall install, at a minimum, 8-inch water lines and 8-inch gravity sewer lines, in accordance with the approved plans. The Owner shall also prepare and submit, to the Town and the WDEQ, water and sewer capacity studies to determine the minimum pipe size required to meet the demands of the development.
- C. The Owner shall certify that the roadways, water and sewer mains, hydrants, and all appurtenances dedicated to the public have been constructed in accordance with all Town Ordinances and this Agreement. Owner shall maintain the same for a period of 18 months from the date of certificate for any improvements at which time the Town shall accept the construction thereof, in writing, and thereafter maintain said roadways and water and sewer facilities dedicated to the public.
- D. Single access from the street to lots shall be no more than 20-foot wide. A double access (two access points in separate locations) is allowed for lots over .5 acres. Access widths for lots with double access shall be no more than 14- feet. Double access points shall have 50-feet or more of separation between them.

E. Roadways shall be constructed in accordance with the specifications set forth in the Town of Mills Subdivision Regulations.

# 1.5 Drainage:

- A. The Owner shall provide to the Town a complete grading plan along with a computation of runoff and how the Owner proposes to control said runoff. The plans shall be submitted to the Town and approved by the Town Engineer prior to the issuance of building permits. In addition, the Owner shall provide the Town with copies of a Stormwater Pollution Prevention Plan.
- B. Before commencing any earthwork, the Owner shall submit, and have approved by the Town Engineer, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area.

#### 1.6 Storm Sewer Requirements:

- A. All storm sewer improvements shall be designed and installed to the design criteria established by the Town, subject to the following:
  - i. drainage shall be allowed by way of open drainage swales and culverts installed under all driveways and crossings. All culverts shall be a minimum 18" in diameter and all pipe shall be galvanized CMP with flared ends.
  - ii. a detention basin for drainage from the adjoining areas, including the Platte View development, shall be established on Tract A.
- B. All public storm sewers and detention basins, as shown on plans and specifications and specified herein, shall be installed in accordance with the design and construction requirements established by the Town.
- C. The Owner shall certify, in writing, that the storm sewer system, including detention basin, has been constructed in accordance with the specifications of the Town. The Owner shall maintain the storm sewer system until it has been accepted by the Town, in writing, not to exceed 18 months after the date of the certificate of compliance, at which time Tract A shall be conveyed to the Town.

#### 1.7 Water and Sewer:

A. Curb boxes shall be placed at the front of the general utility easement in front of each lot and the Owner shall protect, during the subsequent course of developing the subdivision, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement of such that are damaged or destroyed, to the satisfaction of the Town. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the Town may do so and charge

the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade at the time the paving work is completed in the Addition.

- B. All public water lines, mains, sanitary sewer lines, and manholes as shown on the plans and specifications approved by WDEQ and specified herein, shall be installed in accordance with the design and construction requirements established by the Town.
- C. The Owner shall construct the necessary water lines up to and through the subdivision. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the Town.
- D. The Owner, at its cost, shall install water service lines in accordance with Town specifications, through the 15-foot easement at the front of lots in the subdivision.
- E. The Owner shall construct the necessary sewer lines to and through the subdivision. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the Town.
- F. The Owner, at its own cost, shall install sewer service lines, in accordance with the Town's specifications, through the 15-foot easement at the front of lots in the subdivision.
- G. The Owner shall protect manhole covers and rings from damage in the course of constructing the line and shall be solely responsible for repair or replacement to the Town's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade and install concrete diamonds around the manholes. The Owner agrees to protect and save the Town harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said subdivision by the Owner, and said obligation shall continue until the sewer line and the system within the subdivision is accepted by the Town's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said subdivision.
- H. The Owner agrees to abide by the rules and regulations of the Town regarding the use of its water and sewer facilities, all relevant ordinances of the Town of Mills relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40 CFR, Part 403) and all Town ordinances relating to industrial pretreatment.

- 1.7.1 Special Provisions Regarding Sanitary Sewer. The Platte View Estates sanitary sewer services are to be provided by way of two lift stations, one of which is the River Park Lift Station located adjacent to the North Platte River in the River Park Subdivision, an addition to the City of Casper. The River Park lift station is owned and operated by the City of Casper. Subject to installation of a backup generator, the capacity of the River Park Lift Station, based on a five year build out, has been determined to be adequate to allow for development of the Platte View Estates project and certain limited additional development in the areas west of Robertson Road and South of Poison Spider Road. The Owner of Platte View Estates agrees to pay for the backup generator costs for the River Park Lift Station that are mandated as part of the DEQ approval process for the Platte View Estates project.
- 1.7.2 Future improvements to the River Park Lift Station will be required for the 20 year build out projected for the area shown in Exhibit C. The owners and developers of the area shall work with the Town of Mills and City of Casper to establish a funding mechanism to help fund required improvements as those new developments are proposed and built out.
- 1.7.3 In addition to the improvements discussed above, the Platte View Estates project must install a lift station and injection lines that will service Platte View Estates and areas west of Robertson Road, as shown in Exhibit C. To fund the lift station and injection line improvements and the generator improvements at the River Park Lift Station, a recapture agreement has been negotiated between the developer, FT Investments, LLC and the Town of Mills that will provide funding for those improvements and right of recapture to FT Investments, LLC and Developer until they have received full reimbursement together with interest at 8% per annum. The total cost of the Platte View lift station, injection line and River Park generator is calculated to be \$430,898.00 as Shown in Exhibit D. The first \$400,000.00 plus interest on recapture payments shall be paid to FT Investments, LLC. After FT Investments, LLC has been paid in full, with interest, the next \$30,898.00 plus interest of Recapture Payments shall be paid to Developer. Those Recapture Fees are to be assessed at the rate of \$5,000.00 per lot for every residential lot proposed to be developed within Platte View Estates, and for each lot in any future residential developments, and \$5,000.00 per acre for any future commercial or industrial developments within the area shown on Exhibit C that connect to the new Platte View Lift Station or the injection line. The Recapture Fees are in addition to any tap fees charged by the Town. For the Platte View Estates project, the Recapture Fee shall be due and payable directly to FT Investments, LLC by Platte View Development, LLC, or any successor, at the earlier of a lot closing or issuance of a building permit for each lot in Platte View Estates. For all future developments in the area, the project and its owners shall be obligated to pay the Recapture Fees to FT Investments, LLC, or Developer if FT

Investments, LLC has been repaid in full, at the rates described above, at the earlier of a plat approval or issuance of a building permit.

#### 1.8 Easements:

Fifteen-foot-wide utility easements shall be required along each front lot line, along with any approved access/drainage/utility easements as shown on Exhibit "A."

#### 1.9 Street and Traffic Signs and Controls:

Street signs shall have a green background and white letters and be erected in accordance with Section 2D-38 of the Manual of Uniform Traffic Control Devices for Streets and Highways. Owner shall be responsible for furnishing and installing all street and traffic signs and controls as determined by the Town to be necessary.

#### 1.10 Underground Utilities and Street Lights:

All new utilities shall be placed underground. The Owner shall work with Rocky Mountain Power to install 100-watt light-emitting diode LED street lights on metal poles at the locations determined by the Town. Upon acceptance of the work, the Town will pay the monthly charges to Rocky Mountain Power for the lights.

# 1.11 Soils Analysis:

The Owner shall provide the Town Engineer with a soils analysis concurrent with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot at the sole discretion of the Building Inspector and Code Enforcement. Test results, soil analysis and foundation designs shall be submitted to the Building Inspector and Code Enforcement, or their designee, for approval. Approval of the construction plans is required before a building permit will be issued.

#### 1.12 Grading, Drainage and Soils Erosion:

Owner will provide a drainage plan, grading plan and soils erosion control plan to the Town prior to any grading on the site.

#### 1.13 Issuance of Building Permits:

The Town shall issue building permits at such point in time as underground utilities are in place and a road base is placed at grade and approved by the Town. Owner shall have the top of the foundation footings surveyed and set at the appropriate height above the to-be-established level of the back of walk if a walk is not in place.

### 1.14 Issuance of Occupancy Permits:

A. Prior to the issuance of occupancy permits by the Town, the Owner shall do the following:

- B. Substantial completion of all improvements as spelled out in lines 1.1 through 1.10.
- 1.15 Compliance with Town Codes and Ordinances:

The Owner shall comply with all applicable Town codes and ordinances.

#### 1.16 Surety Required:

The Owner shall provide financial surety for construction and for the warranty period as described below.

#### A. Performance Bond.

- i. The Owner or Owner's contractor may post a performance bond, at the time of application for final subdivision approval by the Governing Body, in an amount estimated by the Town Engineer as sufficient to secure to the Town the satisfactory construction, installation, and dedications of the uncompleted portion of required improvements. The performance bond shall also secure all lot improvements on the individual lots of the subdivision as required in these regulations.
- ii. Such performance bond shall comply with all statutory requirements and shall be satisfactory to the Town Attorney as to form, sufficiency, and manner of execution as set forth in these regulations. The period within which required improvements must be completed shall be specified by the Governing Body in the resolution approving the final subdivision plat and shall be incorporated in the bond and shall not in any event exceed two years from date of final approval.
- iii. Such bond shall be approved by the Town Council as to amount and surety and conditions satisfactory to the Governing Body. The Governing Body may, upon proof of difficulty, extend the completion date set forth in such bond for a maximum period of one additional year. The Governing Body may at any time during the period of such bond, accept a substitution of principal or sureties on the bond upon recommendation of the Town Attorney and Town Engineer.
- B. Temporary Improvement. The Owner shall build and pay for all costs of temporary improvements required by the Governing Body and shall maintain same for the period specified by the Governing Body. Prior to construction of any temporary facility or improvement, the developer shall file with the Governing Body a separate suitable bond for temporary facilities, which bond shall ensure that the temporary facilities will be properly constructed, maintained, and removed.
- C. Irrevocable Letter of Credit. Subject to the approval of the Governing Body, the subdivider shall provide an irrevocable letter of credit from the bank or

other reputable institution or individual. This letter shall be deposited with the Governing Body and shall certify the following:

- i. That the creditor guarantees funds in amount equal to the cost, as estimated by the Town Engineer and approved by the Governing Body, of completing all required improvements.
- ii. That if the Owner fails to complete the specified improvements within the required period, the creditor will pay to the Town of Mills immediately, and without further action, such funds as are necessary to finance the completion of those improvements, up to the limit of credit stated in the letter.
- iii. That this irrevocable letter of credit may not be withdrawn or reduced in amount until released by the Governing Body.
- D. A project may be constructed without financial security as otherwise required herein provided that the Owner/Subdivider submits to the Town, a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the Subdivision Agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed.
- E. In the event the Owner elects to construct a project without a bonded agreement between them as set forth above, the Owner/Subdivider shall provide a written affidavit to the Town stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the Town and the warranty period has begun. No permits will be issued by the Town for construction of foundations in the development until a letter of completion is issued by the Town and the warranty period has begun. Prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as stated above in an amount that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the Town Council; or (2) a bonded agreement between the Owner and the contractor.

# II. OBLIGATIONS OF THE TOWN:

- 2.1 The Town will assume the obligation as to the maintenance and repair of all streets within said subdivision upon compliance with the terms of this agreement and acceptance of the same in writing by the Town.
- 2.2 The Town shall provide all Town services that are available to all incorporated additions to the Town.

- 2.3 The Town shall furnish water and sewer service to said addition under such terms and upon such conditions as have been agreed upon by the parties.
- 2.4 The Town will assume the obligation as to the maintenance and repair of all water and sewer mains, and fire hydrants within said subdivision upon compliance with the terms of this agreement.
- 2.5 The town shall issue a building permit pursuant to the Mills Municipal Code, under the terms of this agreement and upon performance by the Owner and Applicant of the conditions set forth above.

# II. REMEDIES

In the event the Owner and Applicant fail to do, or fail to cause to be done, any of the requirements set forth in this contract the Town 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 and Applicant, its successors, or assigns in interest.
- B. After written notice to Owner and Applicant of those items which have not been completed or properly completed, and upon failure to cure the same by Owner and Applicant within a reasonable period of time, the Town may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the Town elects to complete said improvements or contracts with the third party to do so, the Owner and Applicant agree to pay any and all costs resulting therefrom upon demand by the Town.
- 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 Town may otherwise have a law or in equity and are not a limitation on the same. The Owner and Applicant further agree to pay all the Town's reasonable attorney's fees, court costs, and litigation costs in the event the Town 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.

# III. CERTIFICATION OF AUTHORITY

Lisa Burridge, Manager of Platte View Development, LLC, Applicant, the undersigned, hereby state and certify that she has full authority to bind and obligate said Owner and Applicant to each and every term and provision of this agreement.

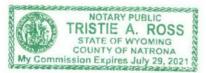
# IV. MISCELLANEOUS AGREEMENTS:

A. This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.

- B. The Town does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statute Section 1-39-101, et seq. The Town 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 pa	arties hereto have executed this agreement on the day and year
first written above.	
ADDROVED AS TO FORM.	
APPROVED AS TO FORM:	
TOWN OF MILLS, WYOMING	
A Municipal Corporation	
SAF mi	
Seth Coleman,	Lisa Burridge,
Mayor	Manager, Platte View Development, LLC.
APTEST:	
Susten Tranter	
Christine Trumbull, Mills Town	Clerk
	ACKNOWLEDGEMENT
STATE OF WYOMING )	
) ss	
*	•
COUNTY OF NATRONA )	
The foregoing instrument	was acknowledged before me by Seth Coleman, Mayor, Town
of Mills, this _9th _day of _	, 2019.
WITNESS my hand and official s	
NOTARY P	MacRAE CORREST MacRae
STATE OF W COUNTY OF M My Commission Expires M	YOMING Notary Public
My Commission Expires:	<b>对于农业中心市场的</b>
STATE OF WYOMING )	
,	
) ss	
COUNTY OF NATRONA )	

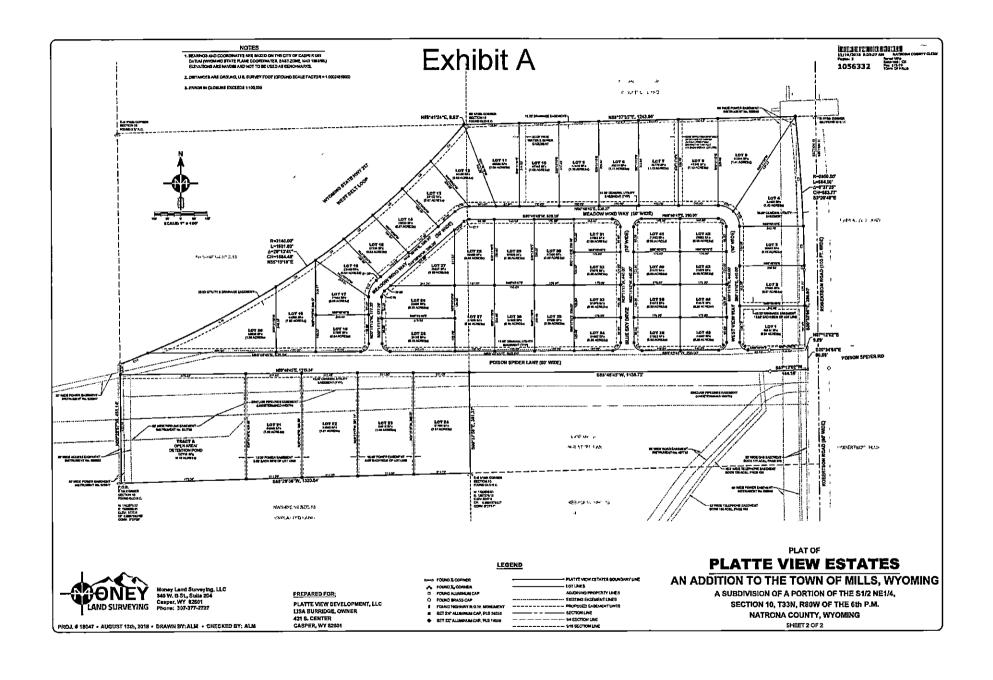
WITNESS my hand and official seal.



Notary Public

My Commission Expires: July 29,303





#### RIVER PARK LIFT STATION GENERATOR

		<del></del>			
GAS HOOKUP-Estimated	LS			\$	2,500.00
CASPER ELECTRIC GENERATOR	LS		<u>-</u>	<b>\$</b> -	63,198.00

#### RIVER PARK GENERATOR TOTAL \$ 65,698.00

#### SANIFARY LIFT STATION

Description	Unit	Quantity	Unit Price		Extended Cost	
GORMAN RUPP LIFT STATION	LS	1	\$	250,000.00	\$	250,000.00
6" HDPE FORCE MAIN	LF	3200	\$	16.00	\$	51,200.00
FORCE MAIN CLEANOUTS	EA	7	\$	2,000.00	\$	14,000.00
6" FORCE MAIN BORE	LF	200	\$	65.00	\$	13,000.00
			CONSTR	UCTION TOTAL	\$	328,200.00
DESIGN ENGINEERING	LS				\$	19,500.00
CONSTRUCTION ENGINEERING	LS				\$	17,500.00

SANITARY LIFT STATION TOTAL \$ 365,200.00

RP GENERATOR AND PVE LIFT STATION TOTAL \$ 430,898.00