

CITY OF MILLS/ JOHLIN PROPERTIES, LLC
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of Mills, Wyoming, a Municipal Corporation, 704 Fourth Street, Mills, Wyoming, 82644, hereinafter designated as "City," and, Johlin Properties, LLC, 1845 W. 50th St., Casper, WY 82604, hereinafter designated as "Owner."

WITNESSETH

WHEREAS, Owner submitted a site plan for a 4,000 sq. ft. industrial building, located on Lot 22 (Parcel A), Center West Industrial Park, City of Mills, Natrona County, Wyoming; and

WHEREAS, per the Mills Zoning Ordinance 719, the Owner is required to submit a site plan prior to the construction of said structure(s), which must be reviewed and approved by the City Staff; and

WHEREAS, the property is zoned Established Industrial (E-I); and

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

WHEREAS, a copy of said Site Plan and Landscaping Plan is attached hereto as Exhibit "A," dated 4/5/2021 titled "Johlin Properties LLC – Lot 22, Center West Industrial Park" 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. That 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. Landscape and beautify the areas identified on the Site Plan.
 - 2. Plant material used for landscaping shall meet the criteria and specifications set forth in the Mills Zoning Ordinance.
 - 3. 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.
 - 4. Upon demand of the Council, or their designated representative, the Owner shall replace and replant any required on-site plant material that

dies or is not in conformity with the approved landscaping plan. The requirement to replace plant material shall not be assigned to the owner of vacant property until such time as an active commercial or residential use is established on that property.

5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on-site or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Council is authorized to grant the Owner's request for an extension, which shall not exceed six (6) months. In the event the Owner is granted an extension for compliance with landscaping construction, the issuance of a Certificate of Occupancy shall not be delayed pending the completion of the landscaping.
 6. All signs on said site must be granted a permit, approved and shall meet the provisions of the Mills Zoning Ordinance.
- 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, storm drainage, sewer lines, trunk lines, lateral catch basins, and manholes shall be designed and installed in accordance with the Drainage Plan prepared by the Owner 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. 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, _____ the undersigned, Owner’s Agent, 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.

APPROVED AS TO FORM:

CITY OF MILLS, WYOMING
A Municipal Corporation

SETH COLEMAN, MAYOR

JOHN P. HARRINGTON, OWNER’S AGENT,
JOHLIN PROPERTIES, LLC

ATTEST:

CHRISTINE TRUMBULL, CITY CLERK

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Seth Coleman, Mayor, City of Mills, this _____ day of _____, 2021.

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 John P. Harrington, Agent, Johlin Properties, LLC for the approved Site Plan on Lot 22 (Parcel A), Center West Industrial Park, City of Mills, Natrona County, Wyoming, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: