

AGREEMENT PERTAINING TO SUBDIVISION INFRASTRUCTURE

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the CITY OF MILLS, WYOMING, a municipal corporation (hereinafter referred to as the "City"), and GRHH PERFORMANCE MILLS LLC, an Idaho limited liability company ("GRHH") and XL CHARTER DEVELOPMENT, LLC, a Utah limited liability company ("XL").

RECITALS

WHEREAS, GRHH Performance Mills LLC and XL Charter Development, LLC are undertaking to develop a school facility in the Mountain Meadows Subdivision to the City of Mills, Wyoming; and

WHEREAS, It is the desire of the City of Mills to facilitate the construction of a school in the City of Mills, and

WHEREAS, The residents of the City of Mills, Wyoming have desired and advocated for the location of a school within their municipality since Natrona County School District No. 1 closed the Mills School in Mills, and;

WHEREAS, Construction permit fees for the school are anticipated to be no less than \$90,000.

WHEREAS, It has been anticipated that the Wyoming Classical Academy shall move, upon completion of a school building in the Mountain Meadows Subdivision to that location, and;

WHEREAS, The construction of a new school in the City of Mills serves the best interests of the community and municipality; and

WHEREAS, The City of Mills wishes to facilitate the location of a school in Mills; and

WHEREAS, It is anticipated that development of the Mountain Meadows Subdivision shall require the City of Mills to install a pressure main extension; and

WHEREAS, The costs and expenses of the pressure main extension are estimated to be no less than \$300,000, and:

WHEREAS, The construction of the pressure main and accompanying infrastructure shall further benefit the City of Mills by allowing for the development of the area;

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Conditions precedent.

The following conditions precedent apply to this Agreement:

- a. This Agreement is conditioned upon Greenbriar Partners LLC and XL Charter Development, LLC and/or GRHH Performance Mills LLC entering into an agreement to purchase the above referenced real estate in the Mountain Meadows subdivision of Mills for the location of a school, with it being anticipated that the school will be the Wyoming Classical Academy.
- b. This Agreement is conditioned upon the Wyoming Classical Academy entering into a lease with the City of Mills on the terms and conditions set forth below.
- c. This Agreement is further conditioned upon the Wyoming Classical Academy honoring its commitment to locate a school in Mills, Wyoming.
- d. Should any of these conditions precedent fail to be met, the City of Mills shall have no obligations under this Agreement.

Section 2. Construction of Pressure Main Extension

- a. XL Charter Development, LLC and/or GRHH Performance Mills LLC shall timely undertake to construct or cause the construction of a pressure main extension serving the Mountain Meadows Subdivision. In no event shall construction on the pressure main extension commence later than November 1, 2024 and it shall be completed on or before April 30, 2025. If after diligent efforts the pressure main extension cannot be completed by such date, XL and GRHH shall notify the City of Mills of the particulars of the delay and shall thereafter complete construction of the pressure main extension not later than May 31, 2025.
- b. The City of Mills, in keeping with the provision of this Agreement and the terms and conditions stated herein, shall apply up to the amount of Three Hundred Thousand Dollars (\$300,000) for the construction of the pressure main extension provided that:
 - i. The City of Mills shall not be obligated to pay more than \$30,000 per month towards said construction but may pay a higher amount in any month if it chooses to do so.
 - ii. Should actual costs for the pressure main extension be below Three Hundred Thousand Dollars (\$300,000), the City of Mills shall only pay the actual lower costs.
 - iii. The City of Mills will not be obligated to pay any amount prior to July 1, 2024 and shall further have no obligation to pay until construction on the pressure main extension has been commenced.

iv. The pressure main extension must be constructed to specifications approved by the City of Mills and completed to the acceptance of the City of Mills.

v. The City of Mills shall retain all recapture fees and connection fees for said pressure main extension, save that nothing shall obligate XL Charter Development, LLC, GRHH Performance Mills LLC or Wyoming Classical Academy to pay any amount to Mills for the same.

Section 3. Building Permit Fees.

The City of Mills, Wyoming, in order to advance the goal of constructing the school, which is deemed to be in the best interest of the City of Mills, shall waive the building permit fees associated with construction of the school.

Section 4. Accounting for actual costs.

XL Charter Development, LLC and/or GRHH Performance Mills LLC shall account for the actual costs of the pressure main extension as it is built.

Section 5. Time of the essence.

It is very important to the Parties to this Agreement that all obligations hereinunder commence in a timely fashion. Therefore, anything referenced herein which provides for a date of completion shall be strictly interpreted and the failure to adhere to the same, or complete the same, shall render this Agreement null, void, and of no effect, unless provided otherwise in writing.

All conditions precedent referenced in this Agreement shall be accomplished no later than thirty (30) days after the execution of this Agreement, unless otherwise provided for in writing.

Section 6. Failure to Exercise Rights.

No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by written amendment to this Agreement signed by the City and XL Charter Development, LLC and GRHH Performance Mills LLC nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by XL Charter Development, LLC and GRHH Performance Mills LLC or the acceptance of any improvement.

Section 7. Remedies Upon Default.

Should any party fail to complete the terms and conditions of this Agreement after the conditions precedent have taken place, the non-breaching party shall be entitled to seek specific performance of the terms and conditions of this Agreement, as well as seek any damages which may be allowable at law.

Further, should GRHH Performance Mills LLC and XL Charter Development, LLC fail to perform its obligations under this Agreement the City of Mills shall give written notice of such failure and GRHH/XL shall have 7 days to respond. If the failure is not remedied within 14 days after GRHH/XL’s response, the City of Mills shall not be obligated to perform any term or condition of this Agreement, and shall further be entitled to seek money damages for any expenditures it has made, in addition to any other damages it may be entitled to seek at law or in equity.

Section 8. Attorneys Fees.

In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney fees (including legal assistant’s fees) or the reasonable value of a salaried attorney’s time (including legal assistant’s time). All rights concerning remedies or attorney’s fees shall survive termination of this Agreement.

Section 9. Choice of law and venue

This Agreement shall be construed in accordance with the law of the State of Wyoming. Should any litigation take place in regard to this Agreement, venue shall be in the appropriate state courts for Natrona County, Wyoming.

Section 10. No Indemnification

Nothing in this Agreement shall be construed to create a duty to indemnify either party from claims by third parties against any party to this Agreement.

Section 11. Authorization.

The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

Section 10. Notices.

Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, addressed to the others official place of business.

Entered into this ____day of _____, 2024

CITY OF MILLS, WYOMING,

By:_____

GRHH PERFORMANCE MILLS LLC,
("GRHH")

By: GRH Management LLC, an Idaho limited
liability company
Its: Manager

By: _____
Brian Huffaker, its Manager

XL CHARTER DEVELOPMENT, LLC,

By:_____

Clayton Howell, its Manager