

RIVERSIDE FARMS NO. 2 ADDITION  
SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of December 2003, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as "City," and Riverside Farms, LLC, 800 Werner Court, Suite 220, Casper, Wyoming 82601, hereinafter referred to as "Owner."

WHEREAS, Owner has applied to annex and plat the Riverside Farms No. 2 Addition, comprising 8-acres, more or less, a copy of the attached Plat which heretofore has been approved by the City of Casper, in a simultaneous act with the execution of this agreement; and,

WHEREAS, a plat has been prepared, which has been designated as Exhibit "A", which is hereby made a part of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 - OBLIGATIONS OF OWNER.

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

1.1 Surveying:

- a. All subdivision corners and 1/16 corners shall be marked 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 the survey, and the license number of the surveyor making the survey or certifying the survey. The 1/16 corner shall be properly marked and verified as to the location, true elevation, and reference.
- b. Block and lot corners, points of tangency (PT's), and points of curves (PC's), shall be marked by ½" by 18" rebar driven flush with the ground surface, and identified by an aluminum cap. Points of intersection (PI's) of all blocks, and the PT's and the PC's of all curves shall be witnessed on site by an iron pin at the construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of lot and block corners will not be necessary. Said markers shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- c. A record of all elevation data for the addition of the 1/16 corner shall be submitted to the Public Services Director prior to the issuance of any building permit.

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NATRONA CO. CLERK WY  
MARY ANN COLLINS  
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*City of Casper*

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- d. A digital copy of the Final Subdivision Plat shall be provided as required by Section 16.20.070(P) of the Casper Municipal Code.

1.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, 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 ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director or designated authority for any and all phases of construction

1.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by an engineer registered in Wyoming, who shall certify that the improvements installed by the Owner, including but not limited to, curbs, gutter, sidewalks, 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 installed by the Owner 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 third parties. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said street dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City 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 City does not relieve the Owner from his obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Streets, sidewalks, curbs, and gutters shall be constructed in accordance with the 1986 AASHTO Manual "Guide for the Design of Pavement Structures" or an equal standard approved by the Public Services Director. The Owner or his assignee shall maintain adjacent sidewalks and, prior to any lot sales, the Owner shall so advise its purchasers of the obligation of maintenance and shall replace any sidewalks, curb and gutters, or curbside that was broken during construction. Owner shall agree to participate in a Local Assessment District (LAD) created for the installation of Midway Drive and Casper-Alcova Road, as well as the associated curb and gutter and sidewalks.

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1.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All streetlights shall be installed in compliance with City of Casper street lighting standards at the Owner's sole expense. Streetlight pole materials shall be approved by the City Engineering Department.

1.5 Soils Analysis:

The Owner shall provide the Community Development Department with a soils analysis and subdivision lot drainage plan. Individual lot test bores will be required on each lot, with a soil analysis for the foundation design, and shall be approved by the Community Development Director and the City Engineer, prior to the issuance of a building permit.

1.6 Stormwater Management:

At such time that the City Council elects to proceed with a drainage basin or sub-basin wide stormwater management program, the Owner shall be required to participate with a proportionate share of the total costs for the stormwater management facilities that would be required to mitigate any adverse basin or sub-basin runoff impacts from the subject property.

The Owner shall submit and have approved a drainage study and grading plan prior to commencement of any grading work on the subdivision. Drainage easements shall be established prior to the recording of the plat.

1.7 Erosion Control Program:

An earthwork permit shall be obtained from the City Engineer prior to any earthwork-taking place in the Addition. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of Five Cents (\$.05) per square foot with a minimum amount of One Thousand Dollars (\$1,000.00). It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect. As provided herein, the Owner shall furnish proof of the same upon demand of the City.

1.8 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer, with said plans being approved by the Public Services Director and Community Development Director. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot Owner.

1.09 Issuance of Building Permits:

All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code, Section 16.12.030.

1.10 Water and Sewer:

- a) Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City 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) The Owner at his cost shall install water service lines in accordance with City specifications to the property line so as to serve each lot or building site in the addition.
- c) The Owner shall construct the necessary sewer lines to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer sizes shall be as determined by the City.
- d) The Owner, at his own cost, shall install sewer service lines, in accordance with City specifications, to the property line so as to serve each lot or building site in the Addition.
- e) 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 City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade, as identified in the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements, latest edition. The Owner agrees to protect and save the City 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 Addition by the Owner, and said obligation shall continue until the sewer line and the system within the Addition is accepted by the City'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 Addition.
- f) Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer

systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.

- g) All necessary easements up to and through the subdivision shall be obtained by the Owner. The Owner promptly shall deliver easements in a form acceptable for recording, wherever reasonably required for the purposes of enabling the City to install, maintain, and repair its sewer lines, water lines, fire hydrants, and future bikeway/pedestrian pathway.
- h) The Owner shall install a new eight-inch (8") water main extension on Midway Drive to the north boundary of Lot 1, Riverside Farms No. 2 Addition. The Owner shall also install a new eight-inch (8") water main extension on Alcova-Casper Road to service Lot 3 at such time as Lot 3 is developed.
- i) In the event an existing water or sewer main is directly adjacent to the Owner's property, or not adjacent but connected into, and the cost of such main has not been paid in full or in part by the present or previous Owner of the property, the Owner agrees to pay the City's then-current street lateral charge prior to connection to said water or sewer main. If necessary, the City will install a water or sewer service tap to connect to the existing water or sewer main at the request of the Owner, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specifications.

City street lateral charges will be invoked for connecting sewer service lines from this property into the ten-inch (10") sewer main in Midway Drive and in Alcova-Casper Road. No street lateral charges will be invoked for sewer service line connections into the Regional Wastewater System North Platte Sanitary Sewer (Thirty-inch (30")).

1.11 Recapture Provisions – Watermain Extensions:

In the event that an extension to a development is installed in a street, highway, or on property other than that of the Owner, the City agrees to require other parties (takers) adjacent to the extension, or not adjacent but connecting into the extension, before making any service connection to said water main extension, pay an amount which in the judgement of the City is their proportionate share of the cost of the extension (recapture charges). A taker shall be defined to mean any party that will connect directly to an existing water main extension by a service line on which a recapture agreement is in effect. No recapture would be due for service line connections within the Owner's development or for water main or fire flow extension beyond the development. Lots 5 & 6 of Riverside Farms Addition and unplatted lands to the west of Lots 5 & 6, Riverside

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Farms Addition will not have to pay recapture fees. The City shall be the sole determiner of which lands shall be designated as obliged to pay a recapture fee.

The Owner shall provide documentation of final construction costs of said water main extension for the development. The construction costs shall be based upon 8-inch water main sizes. The construction costs may include design, construction, land acquisition, and legal costs for the extension. The costs shall be certified to be correct by the Owner's professional engineer or accountant. The City shall, however, be the sole determiner of final construction costs upon which recapture charges shall be based.

The recapture charge per frontage foot shall be calculated by dividing final construction costs for the extension to the Owner's development, as determined by the City, by the total frontage footage available. Generally, the total frontage footage available will be two times the total footage of the water or sewer main extension to the development boundaries (i.e., water or sewer service available on both sides of the extended main). The taker shall pay to the City of Casper, its proportionate share of the cost of the extension based upon its frontage footage including an adjustment for streets, alleys, or other public right-of-ways.

Takers shall pay recapture charges to the City at the same time that water and sewer system investment, water service line, sewer physical tap, water meter, and other ancillary charges are paid for water and/or sewer service. Such recapture charges shall then be refunded to the Owner.

Total refunds for recapture shall in no event exceed the total amount paid by the Owner for the construction. All liability for payment of refunds for recapture provisions shall terminate five (5) years from the date of this agreement unless extended by amendments to this agreement for additional 5-year extensions of recapture up to two extensions (not to exceed 15 years maximum). The City cannot guarantee that the properties designated by the City as benefiting from the water main extension shall ever develop and be responsible for paying recapture fees within the 5-year initial period or the subsequent two 5-year extension periods (not to exceed 15 years maximum). No interest shall be paid on the amount charged takers or collected from takers paid to the Owner.

1.12 Public Sites and Open Spaces:

Section 16.32.020 of the Casper Municipal Code specifies that only residential subdivisions are required to dedicate parkland to the City. Therefore, the Owner is not required to satisfy any public sites and open space requirements.

1.12 Street and Traffic Signs:

Owner shall be responsible for his proportional share of the cost of materials and installation of all necessary street and traffic signs, as determined by the Public Service Director.

**SECTION 2 - OBLIGATIONS OF CITY.**

- 2.1 The zoning of the Riverside Farms No. 2 Addition shall be C-2 (General Business) district.
- 2.2 The City shall issue a building permit and occupancy permit for the buildings in the Riverside Farms No. 2 Addition, under the terms of this agreement, upon performance by the Owner of the conditions set forth, in said agreement, and pursuant to Title 15 of the Casper Municipal Code. All building permits will be issued by the Community Development Director in accordance with the Casper Municipal Code.

**SECTION 3 - 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 any building permits or certificates of occupancy to any person, including the Owner, or his successors in interest.
- b. After written notice to the Owner of those items which have not been completed or properly completed, and upon failure to cure the same by the 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 a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this paragraph are in addition to any other remedies specifically provided for in this agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' 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.

**THIS AGREEMENT shall be binding upon, and shall inure to the benefit of all parties hereto, their successors and assigns.**

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.

Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

THE OWNER represents, by his signatures below, that there are no outstanding mortgages against the property to which this agreement relates; or, in the alternative if a mortgage exists, by its signature below, the mortgage holder, and all mortgage holders, consent to the terms of this contract on their own behalf and on behalf of their successors. In the event that the mortgage holder becomes the owner of the property, the mortgage holder is not bound to physically complete the improvements agreed to by Owner. Mortgage holder is not a guarantor of the obligations of the Owner, except that mortgage holder's interest is subject to any dedications or other conveyances made by Owner to the public, the City or any other public entity. However, any other subsequent property Owners are obligated to complete the obligations of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.



APPROVED AS TO FORM:

[Signature]

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

[Signature]  
 V. H. McDonald  
 City Clerk

SEAL OF THE CITY OF CASPER, WYOMING

WITNESSETH:  
 CASPER, WYOMING

[Signature]  
 Barbara A. Peryam  
 Mayor

By: [Signature]

[Signature]  
 Bruce Bummer, Manager  
 Riverside Farms, LLC

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Bruce Bummer, Manager  
 this 12<sup>th</sup> day of December 2003. Riverside Farms, LLC.

WITNESS my hand and official seal.

[Signature]  
 Notary Public

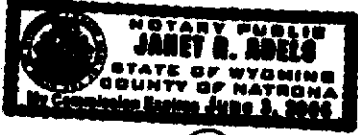
My Commission Expires: May 26, 2007

NOTARY PUBLIC  
 DONNA PAIGE  
 COUNTY OF NATRONA  
 STATE OF WYOMING  
 My Commission Expires May 26, 2007

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Barbara A. Peryam, Mayor,  
this 16<sup>th</sup> day of December, 2003.

WITNESS my hand and official seal.



Janet R. Adels  
Notary Public

My Commission Expires June 3, 2006

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Exhibit A

CERTIFICATE OF DESIGNATION

City of Casper, Wyoming

WHEREAS, the City of Casper, Wyoming, has received a petition from the City of Casper, Wyoming, for the designation of the following property as a public use, to-wit: ...

THE CITY OF CASPER, WYOMING

WHEREAS, the City of Casper, Wyoming, has received a petition from the City of Casper, Wyoming, for the designation of the following property as a public use, to-wit: ...

CERTIFICATE OF DESIGNATION

WHEREAS, the City of Casper, Wyoming, has received a petition from the City of Casper, Wyoming, for the designation of the following property as a public use, to-wit: ...

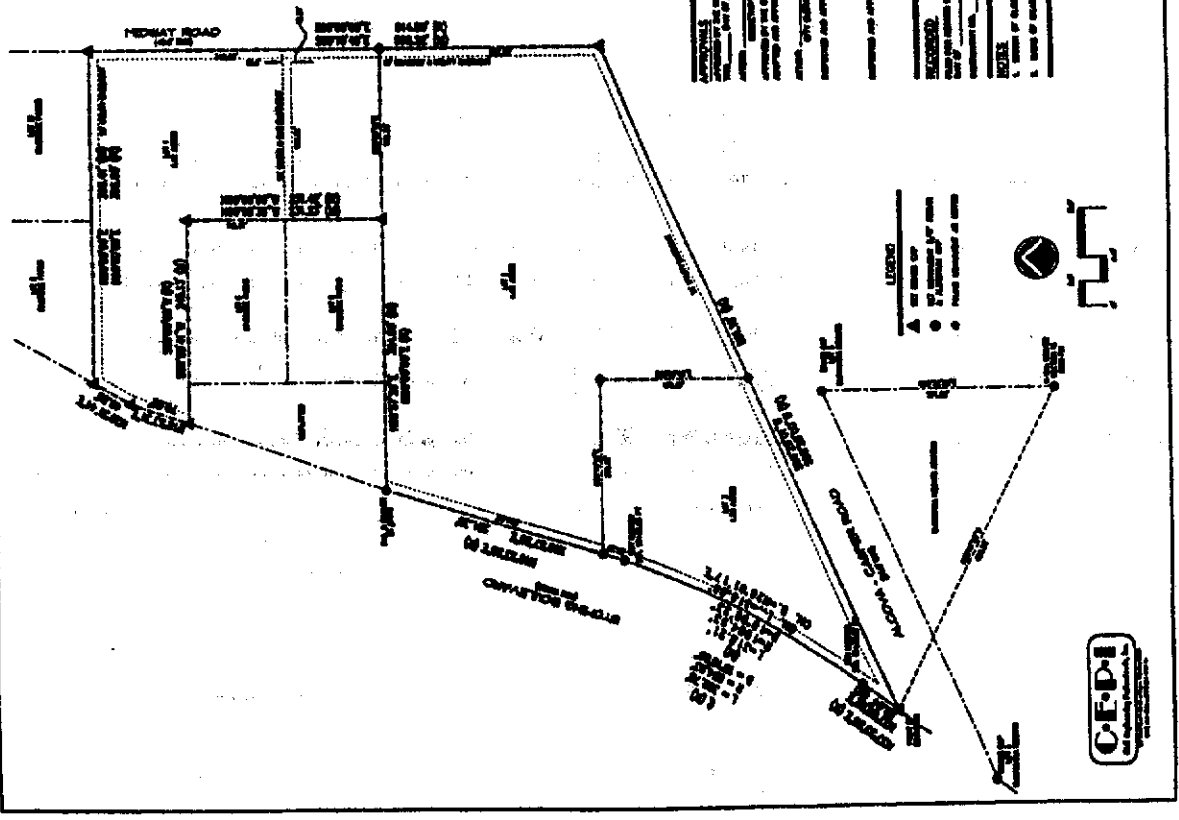
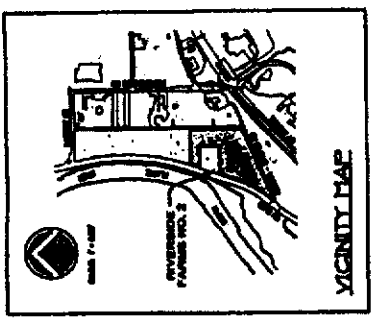
WHEREAS, the City of Casper, Wyoming, has received a petition from the City of Casper, Wyoming, for the designation of the following property as a public use, to-wit: ...

LOTS 1 - 3, RIVERSIDE FARMS NO. 2

TO THE CITY OF CASPER, WYOMING

SECTION 8, TOWNSHIP 16 N., RANGE 10 W., MERIDIAN 101 W.

NATRONA COUNTY, WYOMING



WHEREAS, the City of Casper, Wyoming, has received a petition from the City of Casper, Wyoming, for the designation of the following property as a public use, to-wit: ...

