

## DEVELOPMENT AGREEMENT

This *Development Agreement* is made in Douglas, Wyoming, by and between the City of Douglas, hereinafter referred to as the “**City**”, and Big Country Storage, LLC, hereinafter referred to as “**Owners/Developers**”, for the purpose of development of the below listed property:

Lots 1, 7, and 8, Riverside Industrial Park #2 (addressed as 1533 West Richards Street, 1400 Commerce Drive, and 1500 Commerce Drive.

### RECITALS

This Development Agreement allows the **Owners/Developers** to obtain a Building Permit for a Type B, on the above stated property under the following agreement.

### AGREEMENT

In consideration of approval of the above development, it is mutually agreed and understood by and between the **Owners/Developers** and the **City**:

1. **Owners/Developers** shall be allowed to construct a Type B development on the above stated property in accordance with the information provided to the City in the Development Plan Review. Owners/Developers agree to notify the City of any change(s) to the Development Plan subsequent to its approval and prior to implementing said change(s).
2. **Owners/Developers** agree to construct the development according to the requirements of the City of Douglas Municipal and adopted Construction Codes, including the requirements of Title 15 – Buildings and Construction and Title 16 – Unified Land Development Code, including:
  - A. Calling for the required building, plumbing, mechanical, and electrical inspections (minimum 24 hour notice);
  - B. Calling for and receiving a final building inspection and Certificate of Occupancy prior to occupying the building;
  - C. Following manufacturer's instructions when supplied with building materials, provided such instructions do not violate building, plumbing, mechanical or electrical codes;
  - D. Providing drainage designed to deposit all run-off into either the municipal drainage system or into acceptable natural drainage;
  - E. Conforming to all zoning requirements, including:
    - i. Providing the required number of designated off-street parking spaces;
    - ii. Completion of the required landscaping and sidewalk, as indicated on the Site Plan, within one (1) year of issuance of Certificate of Occupancy;
    - iii. Connecting to or utilizing required city utility services;
    - iv. Designing and locating circulation and parking areas to facilitate removal and storage of snow;
    - v. Providing adequate access for emergency vehicles and personnel.
3. **Owners/Developers** further agree to:
  - A. Provide and place safety fencing or barriers around excavations during construction;
  - B. Provide a posted address on the construction site prior to beginning construction;
  - C. Provide for safe construction site access and egress;
  - D. Provide for temporary parking facilities for construction site workers;
  - E. Maintain construction site in neat and orderly condition, free of waste materials, debris, or

rubbish;

F. Complete construction of the development as required by the *Building Permit*.

4. **City** agrees to provide required inspections within twenty-four (24) hours, when possible. Upon satisfactory completion of final inspection, City agrees to provide *Certificate of Occupancy* in a timely manner.
5. **Owner** agrees this *Development Agreement* is binding for any additions or accessory structures that may be added in the future.
6. Nothing in this *Development Agreement* shall supersede any state or federal regulations that may be more restrictive than or contradict any portion of this agreement.
7. In the event it becomes necessary for any party to bring an action with respect to enforcement of the provisions of this *Development Agreement*, the prevailing party shall be awarded reasonable attorney's fees as may be determined by the court.
8. This *Development Agreement* shall inure and be binding on the parties, their heirs and assigns and shall be recorded in the records of Converse County, Wyoming.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BIG COUNTRY STORAGE, LLC

CITY OF DOUGLAS

\_\_\_\_\_  
Steve Burnett, Owner

By: \_\_\_\_\_  
Jonathan Teichert, City Administrator

STATE OF WYOMING )  
 ) SS.  
COUNTY OF PLATTE )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, Owner, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

STATE OF WYOMING )  
 ) SS.  
COUNTY OF CONVERSE )

The foregoing instrument was acknowledged before me by City Administrator, Jonathan Teichert, on behalf of the City of Douglas, Wyoming, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: