

RECORDED PLAT AGREEMENT

AGREEMENT RELATING TO THE COMPLETION OF IMPROVEMENTS IN
THE _____ SUBDIVISION.

THIS AGREEMENT, entered into as of this ____ day of _____ 20____, by
and between the CITY OF GILLETTE, WYOMING, (hereinafter called CITY), and
_____, (hereinafter called
SUBDIVIDER).

W I T N E S S E T H:

- 1) That the SUBDIVIDER has submitted to the CITY for approval, an application for a Permit to Construct and a subdivision plat of the _____ Subdivision, (hereinafter called SUBDIVISION); and
- 2) That certain subdivision improvements are required by the City of Gillette Subdivision Regulations, (hereinafter called REGULATIONS), to be installed by the SUBDIVIDER; and
- 3) That the SUBDIVIDER is required by the REGULATIONS to install or guarantee the installation of all required subdivision improvements, according to plans and specifications submitted for a Permit to Construct and approved by the City Engineer, prior to approval of the subdivision plat; and
- 4) That Certificates of Occupancy may not be issued until all subdivision improvements, except sidewalks outside of the lot for which the Certificate of Occupancy is sought, have been installed and approved by the City Engineer; and
- 5) That the amount of the guarantee is based on an estimate made by the City Engineer and is an amount not less than one hundred percent (100%) of the estimated cost of all required subdivision improvements remaining to be installed and approved; and
- 6) That the SUBDIVIDER has furnished to the CITY a guarantee of the proper installation of subdivision improvements in the following form: An Irrevocable Letter of Credit, Number _____, from the Financial Institution of _____ in the amount of _____ (\$_____). That the expiration date of the Letter of Credit is not less than sixty (60) days after the date of completion of the subdivision improvements, as specified herein. Other

types of Financial Guarantees approved by the City Attorney may be provided in lieu of a Letter of Credit.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. All subdivision improvements designated on Addendum "A" to this AGREEMENT, attached hereto and incorporated herein by this reference, and being a list of the required subdivision improvements and Engineer's estimate of construction costs, as approved by the City Engineer, shall be constructed and completed by the SUBDIVIDER, according to plans and specifications prepared by _____, and submitted and approved by the City Engineer.
2. All subdivision improvements designated on Addendum "A" shall be installed, constructed and completed by the SUBDIVIDER within twenty-four (24) months from the date of approval of the final plat by the City Council which was _____. The completion date shall be _____. All construction shall be performed in a good and workmanlike manner, in accordance with applicable City, County and State standards, rules and regulations governing such construction. The plat will not be recorded by the CITY until the SUBDIVIDER has provided to the City an appropriate financial guarantee for all required SUBDIVISION improvements. All City requirements shall be met prior to recording the plat. Any required deeds shall be submitted to the CITY and any required parkland fees shall be paid in full to the CITY by the SUBDIVIDER prior to the CITY recording the plat.
3. The SUBDIVIDER shall inform the City Engineer at least once a month as to the progress of construction, shall give written notice to the City Engineer of completion of the SUBDIVISION improvements or categories thereof and shall cooperate in the reasonable inspection of the improvements by the City Engineer.
4. Within ten (10) days after receipt of the above notice of completion, the City Engineer shall inspect the SUBDIVISION improvements to which notice of completion applies, and within ten (10) days after receipt, give the SUBDIVIDER either written notice of approval or denial and corrective action required. Upon completion of any required corrective action, notice, inspection and approval or denial shall be required in like manner as cited above. Upon receipt of a notice of approval by the City Engineer, the SUBDIVIDER shall provide the CITY with a written warranty, assuring the satisfactory performance of the SUBDIVISION improvements for a period of not less than two (2) years from the date of acceptance of the improvements by the Gillette City Council. The City Engineer shall schedule the final acceptance of the SUBDIVISION improvements on the agenda of a regular meeting of the City Council, to be held not less than thirty (30) days from the date of receipt of the warranty.

5. The estimated cost of constructing the SUBDIVISION improvements is agreed to be that set forth on Addendum "A". The Irrevocable Letter of Credit, Number _____, from the Financial Institution of _____, in the amount of _____ (\$ _____) is to guarantee that the funds are available for the completion of all SUBDIVISION improvements described in Addendum "A". Upon completion of all SUBDIVISION improvements, approval of the SUBDIVISION improvements by the City Engineer, receipt by the City of the required warranty, and acceptance by the City Council, this AGREEMENT shall become null and void and of no force and effect, in which event the Irrevocable Letter of Credit shall be returned to the SUBDIVIDER. If the improvements are not completed and approved on or before the end of the AGREEMENT period, then the CITY shall obtain funds from the Irrevocable Letter of Credit or other posted financial guarantee to complete the described improvements and to recover the cost thereof, including administrative costs incurred as a result of the failure of timely completion. In the event the amount of the Irrevocable Letter of Credit or other financial guarantee is not sufficient to complete the improvements as designated in Addendum "A" to the approval of the City Engineer, then the SUBDIVIDER shall be liable for any such insufficiency. In the event the CITY does bring legal action to enforce such liability, then it shall be entitled to all its costs of suit and reasonable attorney fees. The liability of the institution issuing the Irrevocable Letter of Credit shall not exceed the face amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate, each of which is deemed an original, as of the date first above written.

CITY OF GILLETTE, WYOMING

Tom Murphy, Mayor

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

SUBDIVIDER:

SUBDIVIDER NAME & TITLE
Notary Required

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by
_____, SUBDIVIDER, this ___ day of _____,
20__.

Witness my hand and official seal.

Notary Public

My Commission Expires:

State of Wyoming)
) ss.
County of Campbell)

On the ___ day of _____, 20__, personally appeared before me Tom
Murphy, Mayor of the City of Gillette, Wyoming, whom I know personally to be the
signer of the above and he acknowledged that he signed it.

Witness my hand and official seal.

Notary Public

My Commission expires:

ADDENDUM "A"

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Summary and Engineer's Estimate of Costs of Required Subdivision Improvements for the _____ Subdivision, as approved by the City Engineer.

IMPROVEMENTS	ESTIMATED COSTS
_____	_____
_____	_____
_____	_____
_____	_____
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PREPARED BY: _____
Engineer Wyo. P.E. No. Date

(SEAL)

APPROVED BY: _____
City Engineer Wyo. P.E. No. Date

(SEAL)