

ORDINANCE 554

AN ORDINANCE VACATING A PORTION OF REO STREET LYING NORTH OF NATRONA AVENUE IN THE MOUNTAIN VIEW SUBURB BETWEEN NATRONA AVENUE AND HIGHWAY 20-26 (YELLOWSTONE), TOWN OF MILLS, WYOMING.

WHEREAS the Town of Mills is authorized, pursuant to Wyoming Statute 15-6-104, to vacate streets and alleys or portions thereof within the Town of Mills; and

WHEREAS the Town Council of the Town of Mills has determined that it is in the best interest of the Town to vacate a portion of Reo Street north of Natrona Avenue and south of Highway 20-26 (Yellowstone); and

WHEREAS the Town Council of the Town of Mills has determined that the right-of-way has never been improved and is not needed to provide connectivity to other streets in the Town's street network and the vacation of said right-of-way will eliminate the Town's obligation to maintain the portions of the street so vacated; and

WHEREAS a thirty (30) foot utility easement will be recorded to provide access for maintenance, repairs and operations of existing utility easements within the right-of-way after its vacation; and

WHEREAS the continued existence of said portions of the street vacated herein is not necessary to provide access to any property and all property owners have alternative routes of access to their property;

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF MILLS, WYOMING:

Section 1:

A portion of Reo Street north of Natrona Avenue and south of Highway 20-26, be and the same hereby is vacated by the Town of Mills, Natrona County, Wyoming,

Section 2:

Pursuant to Wyoming Statutes 34-12-109, the proprietors of the lots adjacent to the portions of the right-of-way hereby vacated may enclose the portions of the former street in equal proportions subject to the filing of a deed describing the property vacated herein,

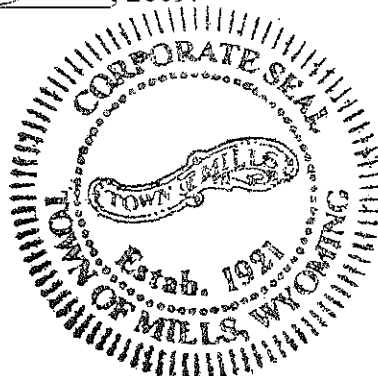
Section 3:

The vacation of said portion of Reo Street within the Town of Mills shall become effective immediately upon passage of this Ordinance.

PASSED on 1st reading the 8 day of Apr, 2009.

PASSED on 2nd reading the 6 day of May, 2009.

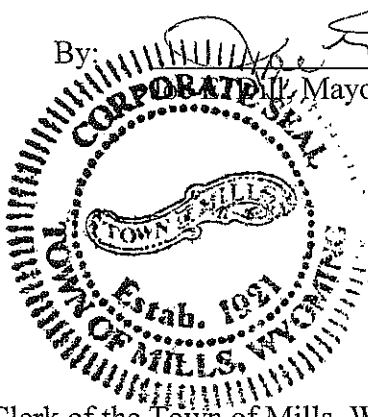
PASSED, APPROVED AND ADOPTED on the 3rd and final reading the 3 day of JUNE, 2009.



NATRONA COUNTY CLERK, WY
Renea Villo
Jul 15, 2009 09:48:48 AM
Pages: 2 Fee: \$11.00
TOWN OF MILLS
Recorded: JF

TOWN OF MILLS, WYOMING

By: _____ Mayor



ATTEST:

Raeann Weber
Raeann Weber
Town Clerk

I, Raeann Weber, Town Clerk of the Town of Mills, Wyoming, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 554, entitled "vacation of a portion of Reo street lying north of Natrona Avenue in the Mountain View Suburb between Natrona Avenue and Highway 20-26 (Yellowstone), Town of Mills, Wyoming" passed on Third Reading by the Town Council of the Town of Mills, Wyoming, at a regular meeting held by the Council Members on the 3 day of JUNE, 2009.

Raeann Weber
Raeann Weber, Town Clerk

I, the regularly appointed, duly qualified and action Town Clerk of the Town of Mills, Wyoming do hereby certify that signed, attested, sealed, and certified copies of this Ordinance No. 554 approved and passed as certified above, and following its passage by the Town Council, was posted in the Town Clerk's Office and at the Mills Post Office for a period of ten (10) days as required by law; that it took effect and became in force as a legal ordinance of the Town of Mills, Wyoming on the 14 day of JUNE, 2009.



Raeann Weber
Raeann Weber, Town Clerk

Right of Way Easement

For value received, Charles Ehrlich ("Grantor"), hereby grants an easement for right of way of 30 feet in width for the construction, reconstruction, operation, maintenance, repair, enlargement, of any utility.

Legal Description

A Parcel and Strip being 30 feet in width located in and being all of that portion of Reo Street as shown on that certain plat of Mountain View Suburb, recorded in the Office of the County Clerk of Natrona County, Wyoming on March 15, 1924 in Book 43 of Deeds at Page 248 and lying adjacent and contiguous to the easterly line of Block 47, Mountain View Suburb between the north line of Natrona Avenue, Mountain View Suburb and the southwesterly line of U.S. Highway No.s 20 & 26 as it now exists.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.



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NATRONA COUNTY CLERK, WY
Renea Vitto Recorded: JF
Jul 15, 2009 09:45:59 AM
Pages: 2 Fee: \$11.00
TOWN OF MILLS

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Dated this 2 day of JULY 2009

Charles Ehrlich

Charles Ehrlich, GRANTOR

Charles Ehrlich 7-2-09

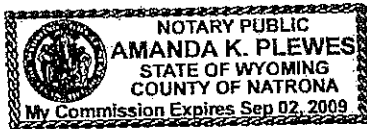
Individual Acknowledgement

State of Wyoming

County of Natrona

This instrument was acknowledged before me on this 2 day of July, 2009 by

Charles Ehrlich



[Seal]

Amanda K. Plewes
Notary Public

My commission expires:

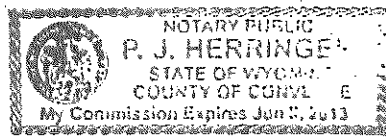
Sept. 2, 2009

Individual Acknowledgement

State of Wyoming

County of Natrona

This instrument was acknowledged before me on this 9th day of July, 2009 by Charles Ehrlich.



P. J. Herring
Notary Public

My Commission Expires:
June 8, 2013

QUITCLAIM DEED


KNOW ALL MEN BY THESE PRESENTS, That The Town of Mills, Grantor, of the County of Natrona, State of Wyoming, for consideration of TEN DOLLARS (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEY(S) and QUITCLAIM(S) to Charles Ehrlich, address of Grantee, 4100 Arroyo Drive, City, Casper, County, Natrona, State of Wyoming all interest in the following described real property, situate in the County of Natrona in the State of Wyoming, to wit:

A parcel and Strip being 30 feet in width located in and being all of that portion of Reo Street as shown on that certain plat of Mountain View Suburb, recorded in the Office of the County Clerk of Natrona County, Wyoming on March 15, 1924 in Book 43 of Deeds at Page 248 and lying adjacent and contiguous to the easterly line of Block 47, Mountain View Suburb between the north line of Natrona Avenue, Mountain View Suburb and the southwesterly line of U.S. Highway No.s 20 & 26 as it now exists.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.


Dated this 8 day of JULY, 2009.

By: The Town of Mills, Grantor



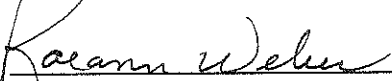
Joe E. Dill, Mayor

By:



Charles Ehrlich, Grantee

ATTEST:



Raeann Weber, Town Clerk

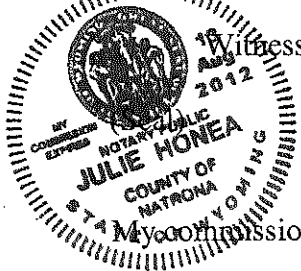


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Pages: 1 Fee: \$8.00
TOWN OF MILLS

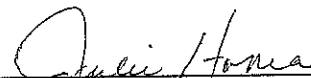
STATE OF WYOMING }
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me on JULY 8, 2009, by Joe E. Dill, Mayor, Town of Mills, Grantor.

Witness my hand and official seal.



My commission expires: 8-13-2012



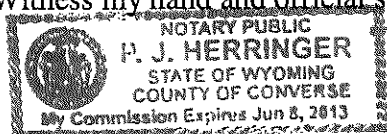
Signature of Notarial Officer

STATE OF WYOMING }
COUNTY OF NATRONA }

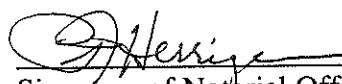
The foregoing instrument was acknowledged before me on July 7th, 2009, by Charles Ehrlich, Grantee.

Witness my hand and official seal.

(Seal)



My commission expires: 6-8-13



Signature of Notarial Officer

TOWN OF MILLS/ CHARLES EHRLICH
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this 8 day of April, 2009, by and between the Town of Mills, Wyoming, a Municipal Corporation, 704 4th Street, Mills, Wyoming, 82644, hereinafter designated as "Town," and, Charles Ehrlich, Owner and Applicant, hereinafter designated as "Owner and Applicant."

WITNESSETH

WHEREAS, Owner proposes to build a 15-unit Recreational Vehicle Park on a 1.63 acre parcel of land which includes Lot 8, Block 47, Mountain View Suburb and an adjacent unplatted parcel in the Town of Mills, Wyoming; and,

WHEREAS, per the Mills Zoning Ordinance, the Owner is required to submit a site plan prior to the construction of said structures, which must be reviewed and approved by the planning staff, Planning and Zoning Board, and the Town Council; and,

WHEREAS, a copy of said site plan, including the landscaping plan, is attached hereto as Exhibit "A," dated March 27, 2009, titled "Ehrlich R.V. Park Site Plan" and is hereby incorporated by reference at this point as if fully set forth; and,

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Town Council approves the vacation of Reo Street prior to approval of the site plan and prior to construction of the RV Park.
- B. The Owner completes a survey and records at the Natrona County Clerk's Office, a 30-foot utility easement in the Reo Street right-of-way to preserve access for the maintenance and repair of existing utility facilities located within the Reo Street right-of-way.
- C. The Site Plan must conform to the standards set out by the Town of Mills' Engineer for the water and sewer connections, fire protection and drainage.
- D. The Owner shall submit all plans for water and sewer to the Department of Environmental Quality and to the Town of Mills for review and approval prior to the start of any construction.
- E. The Owner will sign a Site Plan Agreement with the Town of Mills which details the specifics of site construction and compliance with the conditions of approval prior to obtaining a building permit.
- F. Construction of permanent buildings or structures are prohibited within the former Reo Street right-of-way and utility easement.

II. OBLIGATIONS OF THE OWNER AND APPLICANT:

Upon written demand of the Council, the Owner and Applicant, at its sole cost and expense, shall do, or cause to be done, the following:

- A. The Owner and Applicant shall landscape the property in keeping with the Landscaping Plan (Site Plan) approved by the Town Council, and comply with the following landscaping requirements:
 - 1. Landscape and beautify the areas identified on the Site Plan.



NATRONA COUNTY CLERK, WY
Renea Vitto Recorded: JF
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Pages: 5 Fee: \$20.00
TOWN OF MILLS

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 and Applicant 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 and Applicant 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 and Applicant, the landscaping cannot be completed, the Council is authorized to grant the Owner's and Applicant's request for an extension, which shall not exceed six (6) months. In the event the Owner and Applicant are 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.
- B. All signs on said site must be granted a permit and approved and shall meet the provisions of the Mills Zoning Ordinance.
 - C. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials and shall be approved by the Town Engineer.
 - D. Any and all 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 Applicant, and approved by the Town Engineer.

III. OBLIGATIONS OF THE TOWN:

The Town shall issue a building permit pursuant to the Mills Municipal Code, under the terms of this agreement and upon performance by the Owner and Applicant of the conditions set forth above. All building permits will be issued by the Town Building Official in accordance with Mills' Municipal Code.

IV. REMEDIES:

In the event the Owner and Applicant fail to do, or fail to cause to be done, any of the requirements set forth in this contract in an expeditious manner, the Town 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 and Applicant, its successors, or assigns in interest.
- B. After written notice to Owner and Applicant of those items which have not been completed or properly completed, and upon failure to cure the same by Owner and Applicant within a reasonable period of time, the Town may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the Town elects to complete said improvements or contracts with third party to do so, the Owner and Applicant agree to pay any and all costs resulting therefrom upon demand by the Town.
- 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 Town may otherwise have at law or in equity, and are not a limitation on the same. The Owner and Applicant further agree to pay all the Town's reasonable attorney's fees, court costs, and litigation costs in the event the Town 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, Charles Ehrlich, Owner and Applicant, the undersigned, hereby state and certify that we have full authority to bind and obligate said Owner and Applicant 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 Town 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 Town 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.

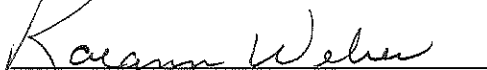
APPROVED AS TO FORM:

TOWN OF MILLS, WYOMING
A Municipal Corporation


Joe E. Dill, Mayor


Charles Ehrlich, Owner and Applicant

ATTEST:


Raeann Weber, Town Clerk

ACKNOWLEDGEMENT

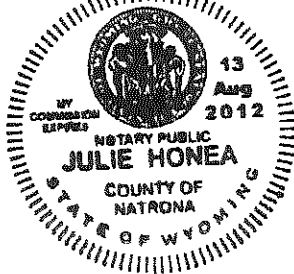
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Joe E. Dill, Mayor, Town of Mills, this 8th day of JULY, 2009.

WITNESS my hand and official seal.

My Commission Expires: 8-13-2012

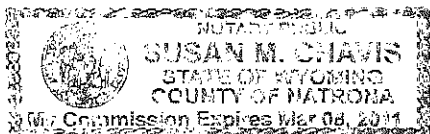
Julie Honea
Notary Public



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Charles Ehrlich, (Charles Ehrlich, Owner and Applicant), Site Plan Applicant for the 1.63 acre parcel of land which includes Lot 8, Block 47, Mountain View Suburb and an adjacent unplatted parcel in the Town of Mills, Wyoming, this 24th day of June, 2009.

WITNESS my hand and official seal.



Susan M. Chavis
Notary Public

My Commission Expires: 03-08-2011