

**General Agreement for
Shining Mountain Subdivision
Phase 1**

This agreement is made and entered into as of this 19 day of July, 2005, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **James Swaney**, owner and developer of Shining Mountain, Phase I, hereinafter known as the "Developer". The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for development of Shining Mountain, Phase I:

Section 1. GENERAL CONDITIONS

- A. The development of the Shining Mountain, Phase I is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, and adopted City of Sheridan Standards for Street and Utility Construction.
- B. As per the conditions of the WYDOT Access Permit approval and review of drainage plans, the Developer shall be responsible for mitigating any additional impact not assessed in the traffic and drainage plans for 10 years from the signing of this agreement. Alteration of construction plans may require adjusted financial assurances as required by Sheridan City Code Appendix B §702.
- C. Prior to the filing of the final plat for the Shining Mountain Subdivision, all residential dwellings crossing approved lot, easement, or right-of-way lines, as demarcated on the plat, shall be demolished and abated in accordance with local, state, and federal law.
- D. Development of Shining Mountain, Phase I shall occur in two phases:

Phase A will consist of installation of water and sewer mains (with service line stub-outs to each lot), curb, gutter, road sub-base and the first lift of asphalt for Lincoln Drive and the 5th Street right-of-way installed as per approved plans and specifications. Developer agrees that any cracking or failure of the first lift of asphalt shall be removed and replaced prior to placing the final lift. Completion of Phase I shall be no later than July 31, 2006.

Phase B will consist of installation of sidewalks and the final lift of asphalt for Lincoln Drive and the 5th Street right-of-way. Phase B shall be completed by August 31, 2007, unless extended as permitted in this agreement.

- E. The Developer shall provide financial assurances pursuant to and in conformance with Sheridan City Code, Appendix B § 701 - 702, including 10% contingency fee. Financial assurances shall cover the following estimated costs contained in the Engineer's Estimate provided by Mentock Engineering dated July 12, 2005, and included herein as Exhibit A:
 - a. Sewer and Water - \$65,130
 - b. Curbs, Base, and Paving - \$74,106
 - c. Sidewalks - \$14,184

The Letters of Credit shall have appropriate amounts released upon verification by the City of completion of each portion or phase of development.

- F. The developer shall provide test results, inspection reports and suitable mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for water and sewer utilities for Shining Mountain Phase 1. Water and sewer utilities shall be approved and accepted by City prior to issuance of building permits for Shining Mountain, Phase 1. Acceptance of sewer utilities will include video inspection by City personnel. Verification for services of franchise utilities must be provided upon signing of this agreement.
- G. Placement of ancillary utilities and services in platted easements, including but not limited to: cable television, gas, electricity, and telephone service, will be coordinated with the installation of water and sewer service lines and sidewalks to avoid interference with, or damage to, any service or utility properly installed in a platted easement. The Developer shall be responsible for repairs to any City utilities for which lack of coordination led to damage.
- H. Required grading and elevations shall be marked on said plats and/or plans in compliance with the approved master drainage plan for the Shining Mountain, Phase 1.

Drainage to adjacent lots is prohibited except where it is designed to flow directly into an approved drainage easement.

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

The Developer agrees to comply with the terms of this Agreement, including all deadlines, contained in Section 1. Should the Developer fail to comply with any of the conditions in Section 1. of this Agreement, the City will send a letter to the Developer listing the conditions for which Shining Mountain, Phase 1, are not compliant. The City reserves the right to withhold any future development approvals for Shining Mountain, Phase 1, if the Developer does not propose appropriate remedies which are acceptable to the City to eliminate the non-compliance(s) within two weeks of the date of the letter of non-compliance.

Section 3. VESTED RIGHTS

City Council approval of the Shining Mountain, Phase 1, Subdivision, and the subsequent acceptance of any infrastructure or utilities outlined in this agreement confers no vested rights to the Developer for future phases of development. Sewer, water, and related infrastructure capacity will be evaluated individually for each proposed future phase at the time of plat submittal for the respective phase. The City reserves the right to deny proposals for future phases based on infrastructure inadequacies, geotechnical issues, or any other adverse condition as determined by the Director of Public Works.

Section 4. EFFECTIVE DATE

This Agreement shall be effective upon the date listed in the first paragraph on page 1.

Section 5. TERMINATION

This Agreement may be amended, revised, or terminated only by the mutual consent of both parties.

Section 6. SEVERABILITY

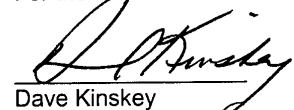
If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 7. GOVERNMENTAL IMMUNITY

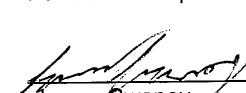
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

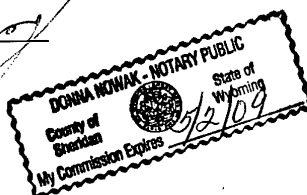
IN WITNESS WHEREOF, the parties execute this agreement as of the date set forth above.

For the City of Sheridan:


Dave Kinskey
Mayor

For the Developer:


James Swaney
Landowner



Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by James Swaney this 17 day of
July, 2005.
My commission expires 5-2-09

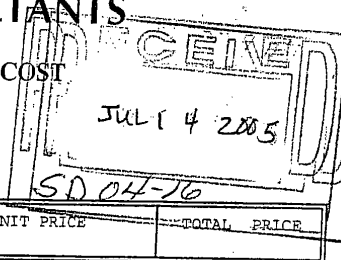

Notary Public

Exhibit A



MENTOCK-WILEY CONSULTANTS

Consulting Engineers and Land Surveyors
ENGINEER'S ESTIMATE OF PROBABLE COST
 Shining Mountain Subdivision



July 12, 2005

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	600	LF	8 inch Water Main	@ \$ 24.00 /LF=	\$ 14,400.00
102	60	LF	6 inch Water Main	@ \$ 22.00 /LF=	\$ 1,320.00
103	1	EA	8x8x8 TEE	@ \$650.00 /EA=	\$ 650.00
104	2	EA	8x8x6 TEE	@ \$525.00 /EA=	\$ 1,050.00
105	2	EA	8 inch Bend fittings	@ \$450.00 /EA=	\$ 900.00
106	2	EA	Fire Hydrant Assembly	@ \$2,700.00 /EA=	\$ 5,400.00
107	2	EA	8 inch Gate Valves	@ \$500.00 /EA=	\$ 1,000.00
108	1	EA	8 inch plugs	@ \$200.00 /EA=	\$ 200.00
109	8	EA	Thrust Blocks	@ \$150.00 /EA=	\$ 1,200.00
110	6	EA	Water Service Corporation Stops	@ \$165.00 /EA=	\$ 990.00
111	6	EA	Water Service Curb Stops	@ \$155.00 /EA=	\$ 930.00
112	180	LF	Copper Service Line	@ \$14.50 /LF=	\$ 2,610.00
113	1	LS	Galvanic Protection	@ \$5,000.00 /LS=	\$ 5,000.00
114	624	LF	8 inch Sewer Main	@ \$ 20.00 /LF=	\$ 12,480.00
115	180	LF	4 inch Sewer Service Line	@ \$ 15.00 /LF=	\$ 2,700.00
116	6	EA	Sewer Service Wyes	@ \$250.00 /EA=	\$ 1,500.00
117	4	EA	Manholes	@ \$3,200.00 /EA=	\$ 12,800.00
118	200	CY	Type I Bedding	@ \$ 16.00 /CY=	\$ 3,200.00
119	25	CY	Type II Bedding	@ \$20.00 /CY=	\$ 500.00
120	25	CY	Stabilization Bedding	@ \$20.00 /CY=	\$ 500.00
121	660	CY	Topsoil Stripping and Replacement	@ \$5.00 /CY=	\$ 3,300.00
122	600	CY	Unclassified Excavation	@ \$4.00 /CY=	\$ 2,400.00
123	1,182	LF	Curb and Gutter	@ \$11.00 /LF=	\$ 13,002.00
124	4,728	SF	Sidewalk	@ \$3.00 /SF=	\$ 14,184.00
125	316	SF	Filletts and Valley Gutter	@ \$3.00 /SF=	\$ 948.00
126	60	LF	Utility Crossings	@ \$24.00 /LF=	\$ 1,440.00
127	514	CY	Base Gravel	@ \$24.00 /CY=	\$ 12,336.00
128	2,440	SY	3 inch Asphalt Mat	@ \$12.00 /SY=	\$ 29,280.00
129	5	EA	Adjust Manhole to grade	@ \$150.00 /EA=	\$ 750.00
130	4	EA	Adjust Water Valve to grade	@ \$150.00 /EA=	\$ 600.00
131	2,500	SY	Reclamation and Seeding	@ \$1.50 /SY=	\$ 3,750.00
132	60	LF	30" CMP	@ \$35.00 /LF=	\$ 2,100.00

TOTAL DEVELOPMENT COSTS = \$ 153,420.00