

**General Agreement for
Wilkerson Subdivision**

This agreement is made and entered into as of this 6th day of JUNE, 2004, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and The Beatrice T. Wilkerson Revocable Trust, dated September 12, 2000, 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 the Wilkerson Subdivision:

Section 1. GENERAL CONDITIONS

- A. The development of the Wilkerson Subdivision is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, Appendix A-1 (Planned Unit Development) of the Sheridan City Code, and adopted City of Sheridan Standards for Street and Utility Construction.
- B. Irrevocable Letters of Credit shall be issued to the City of Sheridan prior to the beginning of construction for the installation of infrastructure in the following amounts including ten percent (10%) contingency funds:

a. Sidewalks - \$5,800.00

The Letters of Credit shall have appropriate amounts released upon verification by the City of completion of each portion or phase of development. Letters of Credit amounts are based on a letter from William A. Mentock PE/LS dated January 28, 2004, submitted by William A. Mentock, PE/LS and included herein as Exhibit A.

- C. Sidewalks in the Wilkerson Subdivision will be completed by Developer within one year of recording of this plat. Sidewalks shall be installed prior to issuance of a certificate of occupancy for any building in the Wilkerson Subdivision.
- D. 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 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. *comply with the requirements of W.S. 37-12-304, et seq., in the coordination of such installation.*
- E. No rise certificates shall be required for building permits on Lots 2 & 3 to be submitted with building permit requests.

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 the Wilkerson Subdivision is not compliant. The City reserves the right to withhold any future development approvals for the Wilkerson Subdivision 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. EFFECTIVE DATE

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

Section 4. TERMINATION

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

Section 5. 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 6. GOVERNMENTAL IMMUNITY

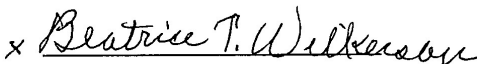
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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


For the City of Sheridan:

For the Developer:


Jackie Flowers, P.E.
Director of Public Works

x 

The above and foregoing Agreement was Subscribed, Sworn to, and Acknowledged before me this 11 day of June, 2004, by Beatrice T. Wilkerson, as Trustee of The Beatrice T. Wilkerson Revocable Trust, dated September 12, 2000.


Notary Public

My commission expires _____

