

**General Agreement for
Shoppes at Coffeen Addition**

This agreement is made and entered into as of this 10 day of July, 2007, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Benchmark Holdings LLC**, owner and developer of the Shoppes at Coffeen Addition, 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 Shoppes at Coffeen Addition:

Section 1. GENERAL CONDITIONS

- A. The development of Shoppes at Coffeen Addition, is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, as well as adopted City of Sheridan Standards for Street and Utility Construction.
- B. The Developer shall be responsible for any drainage/stormwater management conditions or mitigation required by the Wyoming Department of Transportation (WYDOT) in approving an Access Permit for Coffeen Avenue and Brundage Lane. The Wyoming Department of Transportation may require additional engineering studies and mitigation for future development and land use of the Shoppes at Coffeen Addition. Approval of development by the City will be conditioned on compliance with WYDOT determinations. Alteration of construction plans for the Shoppes at Coffeen, infrastructure may require adjusted financial assurances as required by Sheridan City Code Appendix B §702.
- C. Development of the Shoppes at Coffeen Addition, will consist of installation of sidewalk along 1st Avenue West, as per the approved plans and specifications. Completion and acceptance of the sidewalk shall occur no later than October 31, 2008.
- D. The Developer shall provide financial assurances pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% contingency fee. Financial assurances shall cover the following expended and estimated costs contained in the Engineers Estimate included herein as Exhibit B:
 - a. Sidewalk installation w/10% contingency \$ 11,550.00
- E. The developer shall provide test results, inspection reports and suitable mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion of sidewalk along 1st Avenue West. Verification for services of franchise utilities must be provided upon signing of this agreement.
- F. 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 required public infrastructure 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.

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 Shoppes at Coffeen Addition, is not compliant. The City reserves the right to withhold any future development approvals for the Shoppes at Coffeen Addition if the Developer does not propose appropriate remedies which are reasonably 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

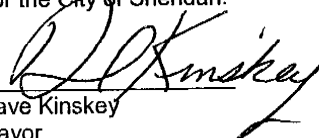
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

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.

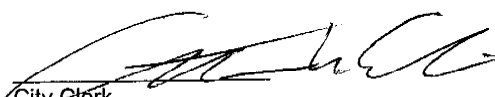
For the City of Sheridan:


Dave Kinskey
Mayor

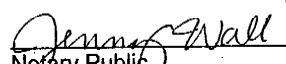
For the Developer:


Neil Wall
Benchmark Holdings LLC

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Neil Wall this 10 day
of July, 2007.
My commission expires April 10, 2011


Notary Public

