

**General Agreement for  
Coffeen Plaza II**

This agreement is made and entered into as of this 30 day of June, 2006, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **June Warren**, owner and developer of the Coffeen Plaza II Subdivision, 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 Coffeen Plaza II Subdivision:

**Section 1. GENERAL CONDITIONS**

- A. The development of the Coffeen Plaza II Subdivision 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. Development of the Coffeen Plaza II Subdivision will consist of installation of water and sewer mains (with service line stub-outs to each lot), and paving of the managed parking area as per the approved plans and specifications. Completion of the sub-surface utilities, and paving shall be no later than October 30, 2006.
- C. The Developer shall provide financial assurances pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% (ten percent) contingency fee. Financial assurances shall cover the following total estimated infrastructure costs contained in the Engineer's Estimate dated February 2, 2006 and included herein as Exhibit A:
  - 1. Utilities: \$46,271.50
  - 2. Paving: \$81,970.35
  - 3. Total public infrastructure cost (including contingency): \$128,241.85
- D. Pursuant to Appendix B., Sections 701 and 702, the Letters of Credit shall have appropriate amounts released upon verification by the City of completion of each portion or phase of development. The developer agrees that for Lots 2,3,4, and 5 landscaping plans shall be submitted to the Design Review Board and Planning Commission demonstrating features compatible with the Pathways system improvements.
- E. In accordance with City of Sheridan Standards for Street and Utility Construction, 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 the Coffeen Plaza II Subdivision. Water and sewer utilities shall be approved and preliminary acceptance completed by City prior to issuance of building permits for the Coffeen Plaza II Subdivision. Acceptance of sewer utilities will include video inspection by City personnel. Prior to the acceptance of water utilities the condition of existing water mains will be verified by City personnel. This will include excavation of existing mains by City personnel. Any deficiency in existing water utilities must be corrected by the Developer prior to acceptance by the City. Upon the event that deficiencies are discovered, financial assurances shall be modified to reflect the cost of correcting the deficiencies. Verification for services of franchise utilities must be provided upon signing of this agreement.
- F. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.
- 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 Coffeen Plaza II Subdivision. 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 Coffeen Plaza II Subdivision, are not compliant. The City reserves the right to withhold any future development approvals for Coffeen Plaza II 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

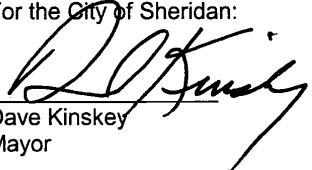
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

## Section 6. GOVERNMENTAL IMMUNITY

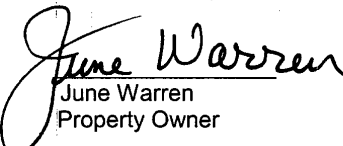
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

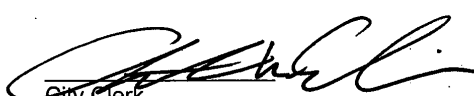
For the City of Sheridan:

  
Dave Kinskey  
Mayor

For the Developer:

  
June Warren  
Property Owner

Attest:

  
City Clerk

The above and foregoing Agreement was  
Subscribed, Sworn to, and Acknowledged  
before me by June Warren this 30  
day of June, 2006.

My commission expires 10/12/2008

  
Notary Public

