

**General Agreement for
Avoca Commercial and Residential Park Subdivision**

Received
2.22-07

This agreement is made and entered into as of this 16 day of Feb, 2007, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Shawn O'Dell**, owner and developer of the Avoca Commercial and Residential Park 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 Avoca Commercial and Residential Park Subdivision Subdivision:

Section 1. GENERAL CONDITIONS

- A. The development of Avoca Commercial and Residential Park Subdivision Subdivision, 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. Development of the Avoca Commercial and Residential Park Subdivision, will consist of final testing and acceptance of paving, curb, gutter, water and sewer mains for O'Dell Court including the installation of sidewalks, as per the approved plans and specifications. Completion and acceptance of paving, curb, and gutter and sidewalks shall occur no later than October 31, 2008.
- C. 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 and 10% 5 year warranty against defects. Financial assurances shall cover the following expended and estimated costs contained in the Cost Estimate included herein as Exhibit B:
 - a. 5 Year warranty paving, curb, gutter, water and sewer mains – \$9,355.00
 - b. Sidewalks (with 10% contingency) – \$13,500
 - c. Total Cost plus Contingency – \$22,885.00

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

- D. The developer shall provide test results, inspection reports and suitable mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for paving and installation of curb and gutter for O'Dell Court. Verification for services of franchise utilities must be provided upon signing of this agreement.
- E. 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 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 Avoca Commercial and Residential Park Subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Avoca Commercial and Residential Park Subdivision 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

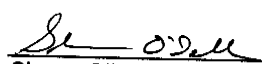
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

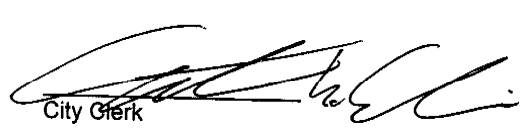
For the City of Sheridan:


Dave Kinskey
Mayor

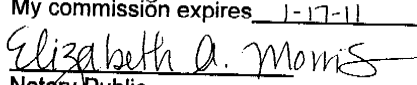
For the Developer:


Shawn O'Dell

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Shawn O'Dell this 16th day
of February, 2007.
My commission expires 1-17-11


Elizabeth A. Morris
Notary Public

