

666510 AGREEMENT
BOOK 515 PAGE 0415
RECORDED 04/14/2010 AT 09:00 AM
EDA S. THOMPSON, SHERIDAN COUNTY CLERK

**General Agreement for
East Ridge Industrial Park Addition Phase II**

This agreement is made and entered into as of this 9 day of April, 2010, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and William and Donna Garland, developers of the East Ridge Industrial Park Addition, Phase II, 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 East Industrial Park Ridge Addition, Phase II:

Section 1. GENERAL CONDITIONS

- A. The development of the East Ridge Industrial Park Addition, Phase II 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 East Ridge Industrial Park Addition, Phase II shall occur in two phases:
1. Phase A consisted of installation of water and sewer mains installed as per approved plans and specifications during construction of Phase I. Phase I received Preliminary Acceptance by City staff on July 29, 2008.
 2. Phase B will consist of installation of water laterals, sewer mains and laterals, and a fire hydrant within Phase II. Phase B shall be completed by July 21, 2010, unless extended as permitted in this agreement. Installation of sidewalks along East Ridge Road shall be subject to the final design of that road as determined by the City of Sheridan. The Developer will install the sidewalk along East Ridge Road when said road is reconstructed to allow sidewalk.
- 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. Financial assurances shall cover the following estimated costs:

Sewer and Water - \$ 30,112.12

Total Public Infrastructure (plus 10% contingency) - \$ 33,123.33

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 water and sewer utilities for the East Ridge Industrial Park Addition, Phase II. Water and sewer utilities shall be approved and accepted by City prior to issuance of building permits for the East Ridge Industrial Park Addition. 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.
- E. Placement of ancillary utilities and services in platted easements, including but not limited to: 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.
- F. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.

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 East Ridge Industrial Park Addition, is not compliant. The City reserves the right to withhold any future development approvals for the East Ridge 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
Dave Kinskey
Mayor

Attest:

Scott Balay
City Clerk

For the Developer:

William H. Garland
By:
William Garland
Donna Garland
By:
Donna Garland

The above and foregoing Agreement was Subscribed, Sworn to, and Acknowledged

_____ before me by William H. + Donna Garland
this 8th day of April, 2010. My
commission expires May 17, 2011

Tyra Williamson
Notary Public

