

**Supplemental Agreement for
Holly Ponds PUD Units 2-7**

This agreement is made and entered into as of this 14th day of April, 2006, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and the Holly Ponds LLC owner and developer of the Holly Ponds Planned Unit Development (Units 2-7), 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 the finalization of infrastructure within the Holly Ponds Planned Unit Development (Units 2-7):

Section 1. GENERAL CONDITIONS

- A. The development of the Holly Ponds Planned Unit Development (Units 2-7) is subject to the requirements in Appendix B (Subdivisions) and Appendix A-1 (Planned unit Development) of the Sheridan City Code, and adopted City of Sheridan Standards for Street and Utility Construction.
- B. Completion of the Holly Ponds Planned Unit Development (Units 2-7), collectively know as the "Improvements" will consist of completion and repair of pavement, sidewalks, curbs, curb stops and sewer manholes and valves as designated on approved plans. Completion of said Improvements shall be in accordance with the deadlines listed below:
 - 1. Sewer manholes and valves – June 2nd, 2006
 - 2. Curb and pavement repairs – June 16th, 2006
 - 3. Curb stops – July 21st, 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) warranty against any deficiency for a period of one year. This warranty shall include previously installed infrastructure which has not received final acceptance from the City. Financial assurances shall cover the following total estimated infrastructure and warranty costs:

Holly Ponds Planned Unit Development (Units 2-7) \$27,000

- D. In accordance with City of Sheridan Standards for Street and Utility Construction, the developer shall provide test results, and inspection reports, certified by a registered professional engineer, verifying satisfactory completion for water and sewer utilities for the Holly Ponds Planned Unit Development (Units 2-7). 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: 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 by the Developer led to damage.
- G. Required grading and elevations shall be marked on site plats and/or plans in compliance with the approved master drainage plan for the Holly Ponds Planned Unit Development (Units 2-7). 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, or should any of the Improvements or any other public infrastructure that has yet to receive final approval be found to be deficient, the City will send a letter to the Developer listing the conditions for which the Holly Ponds Planned Unit Development (Units 2-7), are not compliant. In this event, the City shall exercise the financial assurances for this agreement pursuant to Sheridan City Code Appendix B §702. Under no circumstances shall the deadlines in Section 1 be extended in any way.

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

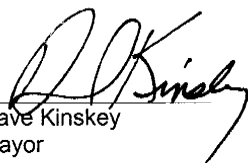
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY

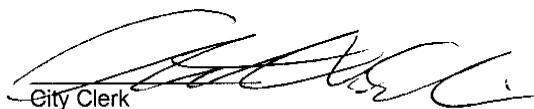
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

For the City of Sheridan:

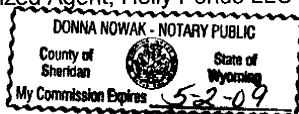

Dave Kinskey
Mayor

Attest:


City Clerk

For the Developer:


Ronald Patterson
Authorized Agent, Holly Ponds LLC



The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Ron Patterson this 14th day of
April, 2006.

My commission expires 5-2-09


Notary Public