

**General Agreement for the Haven At Holly Ponds PUD**

This agreement is made and entered into as of this 9th day of July, 2001, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the City, and Holly Ponds LLC, a limited liability corporation doing business in the state of Wyoming, hereinafter known as the Developer;

WITNESSETH:

WHEREAS, the Developer is the owner of the planned unit development known as the Holly Ponds Planned Unit Development, approved by the City Council at its regular meeting December 2, 1996, being more particularly described in the attached copy of the approved plat and labeled Exhibit "A"; and

WHEREAS, the Developer has subdivided and intends to develop a portion of said Planned Unit Development as a residential development designated as The Haven At Holly Ponds, hereinafter referred to as The Haven, all in accordance with the specific terms and conditions set forth herein, and in accordance with the rules and regulations governing subdivision development in the City of Sheridan; and

WHEREAS, the City and the Developer desire to set forth their agreements with respect to the development of The Haven, including public improvements and infrastructure required by the City in new subdivisions;

NOW, THEREFORE, in consideration of the premises above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

General Conditions:

- I. The development of The Haven will take place in a manner consistent with the requirements in Appendix B (Subdivisions) of the Sheridan City Code, Appendix A-1 of the Sheridan City Code, the City of Sheridan Standards for Street and Utility Construction, and good construction practice. The development of The Haven will take place in two phases designated as Phase 1 and Phase 2 as displayed on the attached Exhibit "B".
- II. The adjacent and accompanying parkland and/or trail system shall be finished upon completion of the development of Phase 1 and Phase 2 of The Haven. Regardless of interim scheduling, all pond and trail system development, and accompanying parkland development for the Holly Ponds PUD will be completed no later than December 31, 2005.
- III. An Irrevocable Letter of Credit will be issued to the City in the amount of \$188,845.00 for street and utility construction costs for Phase 1 of The Haven upon the signing of this agreement. Said total equals a \$171,678.00 construction cost from Engineer's Cost Estimate - Phase 1, plus a ten percent (10%) contingency fund of \$17,167.00. The Letter of Credit shall have appropriate amounts released upon verification of completion of each portion of the Phase 1 development. Any remaining amounts on the Letter of Credit will be released after final inspection and acceptance of streets, utilities, curb, and gutter. Letter of Credit amounts are based on Engineer's Cost Estimate - Bid Schedules 1 and 2 - Phase 1, dated March 14, 2001, submitted by Mentock-Willey Consultants (see Attachment A). A separate agreement with an appropriate Irrevocable Letter of Credit will be agreed and signed both parties prior to start of construction on Phase 2 of The Haven.
- IV. The developer will 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 Phase 1 of The Haven. Water and sewer utilities must be approved and accepted by City prior to completion of final inspection and occupancy of residential units for Phase 1 of The Haven. Acceptance of sewer utilities will include video inspection by City personnel. Utilities will be adequately extended into Park View Court for future installation in Phase 2. Verification of agreement for services of franchise utilities must be provide upon signing of the agreement.
- VI. Sidewalks in Phase 1 of The Haven will be completed by Developer upon completion of construction of each dwelling unit.
- VII. Street curb and base work for Phase 1 are scheduled for construction in Summer, 2001. First lifts of asphalt are scheduled for completion in Fall of 2001. An attachment with street construction schedule will be provided for this agreement no later than July 31, 2001.
- VIII. Residential building permits will be issued as per requirements of the Building Department. Notwithstanding other conditions or stipulations, the City and Developer agree that one building permit may be issued for one duplex unit at the start of construction of street and utility improvements for purposes of display and demonstration. Said building will not have final inspection or be occupied until completion and acceptance of utilities in Phase 1.

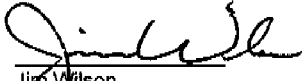
IX. Placement of ancillary utilities and services in platted easements, including but not limited to: cable television, gas, electricity, and telephone service, will be coordinated with the installation of water and sewer service lines and sidewalks to avoid interference with, or damage to, any service or utility properly installed in a platted easement.

X. This Agreement may be amended, revised, or terminated only by the mutual consent of both parties. Amendments to attachments shall be permitted without requiring formal amendment to this agreement.

XI. The effective date of this agreement shall be the day and year first written above.

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

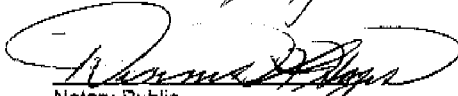
For the City of Sheridan:

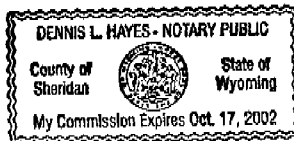
  
Jim Wilson  
Mayor

For the Developer:

  
Ron Patterson  
Holly Ponds LLC

The above and foregoing Agreement was Subscribed, Sworn to, and Acknowledged before me this 9th day of July, 2001.

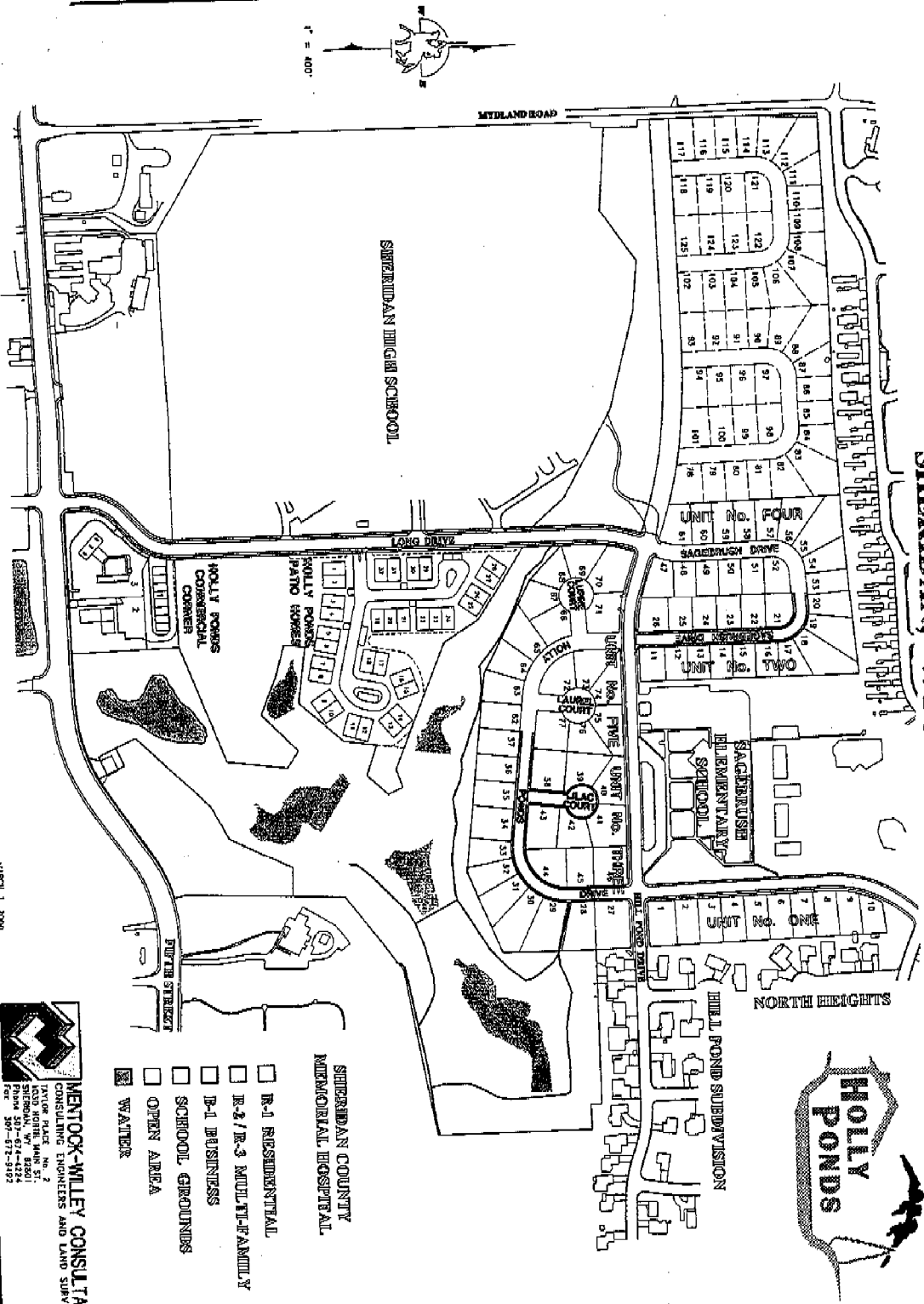
  
Notary Public



My commission expires 10/17/2002

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EXHIBIT H




**MENTOCK-WILEY CONSULTANTS**  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 1000 MAIN ST.  
 SHERIDAN, WY 82801  
 PHONE 337-3432  
 FAX 337-3432

- ☐ R-1 RESIDENTIAL
  - ☐ R-2/R-3 MULTI-FAMILY
  - ☐ B-1 BUSINESS
  - ☐ SCHOOL GROUNDS
  - ☐ OPEN AREA
  - ☐ WATER
- SHERIDAN COUNTY  
 MEMORIAL HOSPITAL

# STREET AND UTILITY PHASING EXHIBIT 196

## THE HAVEN AT HOLLY PONDS

HOLLY PONDS DRIVE

63 HOLLY PONDS  
PLANNED UNIT DEVELOPMENT  
UNIT No. FIVE UNIT No. THREE

PHASE TWO  
PHASE ONE

Exhibit "B"

LONG DRIVE

PARK VIEW COURT

PHASE TWO  
PHASE ONE

VIEW COURT

OUTLOT A

OUTLOT A

OUTLOT A

OUTLOT A

NORTH



Scale: 1" = 100'



**MENTOCK-WILEY CONSULTANTS**  
CONSULTING ENGINEERS AND LAND SURVEYORS

1030 NORTH MAIN STREET  
NO. 2 TAYLOR PLACE  
SHERIDAN, WYOMING 82801  
PHONE: (307) 674-4224

FAX: (307) 672-9492

25W MARCH 27TH, 2001 D:\ssac\unit01.dwg

ment "A"

ENGINEER'S COST ESTIMATE  
HOLLY PONDS PATIO HOMES - PHASE I  
MARCH 14<sup>TH</sup>, 2001

BID SCHEDULE 1 - Utilities Phase I

Item No.	Quantity	Unit	Description	Unit Price	Unit	Total Price
101	578	LF	8" Waterline	\$ 18.50	/LF	\$ 10,693.00
102	30	LF	6" Waterline	\$ 18.50	/LF	\$ 555.00
103	1	Ea	8x8 Live Tap/8" Gate Valve	\$ 3,500.00	/Ea	\$ 3,500.00
104	1	Ea	8x8x8 Tee	\$ 335.00	/Ea	\$ 335.00
105	2	Ea	8x8x6 Swivel Tee	\$ 350.00	/Ea	\$ 700.00
106	1	Ea	8" 90° Bend	\$ 265.00	/Ea	\$ 265.00
107	2	Ea	8" 45° Bend	\$ 265.00	/Ea	\$ 530.00
108	1	Ea	8" 1 1/4° Bend	\$ 265.00	/Ea	\$ 265.00
109	2	Ea	8" Gate Valve	\$ 950.00	/Ea	\$ 1,900.00
110	2	Ea	Fire Hydrant Assembly	\$ 2,900.00	/Ea	\$ 5,800.00
111	9	Ea	Thrust Block	\$ 125.00	/Ea	\$ 1,125.00
112	2	Ea	8" Plug	\$ 60.00	/Ea	\$ 120.00
113	18	Ea	Water Service Connection	\$ 250.00	/Ea	\$ 4,500.00
114	1041	LF	3/4" Type "K" Copper	\$ 10.00	/LF	\$ 10,410.00
115	683	LF	8" Sewer Main	\$ 22.75	/LF	\$ 15,538.25
116	18	Ea	4" Sewer Service Wye	\$ 75.00	/Ea	\$ 1,350.00
117	680	LF	4" Sewer Service Line	\$ 12.00	/LF	\$ 8,160.00
118	4	Ea	4" Sewer Cleanout	\$ 75.00	/Ea	\$ 300.00
119	6	Ea	Standard Manhole	\$ 1,400.00	/Ea	\$ 8,400.00
120	19	LF	Manhole Extra Depth	\$ 155.00	/LF	\$ 2,945.00
121	88	CY	Type A Bedding	\$ 12.75	/CY	\$ 1,122.00
122	180	CY	Type B Bedding	\$ 12.75	/CY	\$ 2,295.00
123	1	LS	Cathodic Protection	\$ 1,000.00	/LS	\$ 1,000.00
Construction Cost					\$	81,808.25
10% Contingency					\$	8,180.83
Total Cost					\$	89,989.08

Attachment "A"

BID SCHEDULE 2 - Asphalt Street Phase 1

Item No.	Quantity	Unit	Description	Unit Price	Unit	Total Price
101	1000	CY	Unclassified Excavation	\$ 3.00	/CY	\$ 3,000.00
102	1	LS	Remove 66' of existing curb, gutter & sidewalk	\$ 750.00	/LS	\$ 750.00
103	459	CY	Base Gravel	\$ 19.00	/CY	\$ 8,721.00
104	1411	LF	Curb & Gutter Type A	\$ 14.00	/LF	\$ 19,754.00
105	830	SF	Fillets & Valley Gutter	\$ 4.50	/SF	\$ 3,735.00
106	2362	SY	3" Asphalt Pavement	\$ 9.25	/SY	\$ 21,848.50
107	6	Ea	Manhole Adjustment	\$ 200.00	/Ea	\$ 1,200.00
108	5	Ea	Valve Adjustment	\$ 100.00	/Ea	\$ 500.00
109	4	Ea	Handicap Ramps	\$ 150.00	/Ea	\$ 600.00
110	4722	SF	Sidewalk	\$ 2.50	/SF	\$ 11,805.00
111	31	LF	12" RCP	\$ 25.00	/LF	\$ 775.00
112	374	LF	18" RCP	\$ 35.00	/LF	\$ 13,090.00
113	3	Ea	Type A Storm Sewer Inlet	\$ 1,200.00	/Ea	\$ 3,600.00
114	41	SY	Replace Pavement Long Drive	\$ 12.00	/SY	\$ 492.00
Construction Cost						\$ 89,870.50
10% Contingency						\$ 8,987.05
Total Cost						\$ 98,857.55
Total Bid Schedules 1 & 2						\$ 188,846.63