

542
**General Agreement for
Haven II**

537892 AGREEMENT
BOOK 473 PAGE 0542
RECORDED 04/20/2006 AT 02:00 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

This agreement is made and entered into as of this 28th day of March, 2006, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Holly Ponds LLC**, owner and developer of the Holly Ponds Planned Unit Development, the Haven II at Holly Ponds, 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 Haven II:

Section 1. GENERAL CONDITIONS

- A. The development of the Haven II at Holly Ponds 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 Haven II at Holly Ponds will consist of installation of water and sewer mains (with service line stub-outs to each lot), road sub-base, curb, gutter, sidewalks, and street paving for Parkside Court as per the approved plans and specifications. Completion of the sub-surface utilities, curb, gutter, road sub-base, and the first lift of asphalt shall be no later than October 30, 2006. Developer agrees that any cracking or failure of the first lift shall be removed and replaced prior to placing the final lift.
 - C. The final lift of asphalt and sidewalks shall be completed no later than March 6, 2008.
 - D. 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 Bid Schedules dated February 23, 2006 and included herein as Exhibit A:
 - 1. Utilities: \$55,447.35
 - 2. Street paving, curb and gutter, drainage, sidewalks: \$116,258.45
 - 3. Landscaping: 24,200.00
 - 4. Total public infrastructure cost: \$195,905.80
- 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.
- 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 Haven II. Water and sewer utilities shall be approved and preliminary acceptance completed by City prior to issuance of building permits for the Haven II. 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.
 - F. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code. Landscaping and drainage features for common areas shall be installed as designated on approved plans as building permits are issued.
 - 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 Haven II at Holly Ponds. 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 Haven II at Holly Ponds, are not compliant. The City reserves the right to withhold any future development approvals for Haven II at Holly Ponds, 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

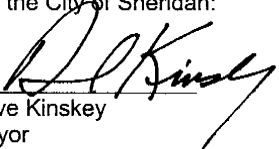
If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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.

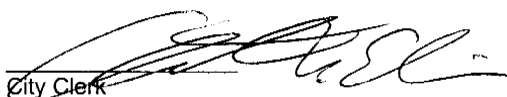
For the City of Sheridan:


Dave Kinskey
Mayor

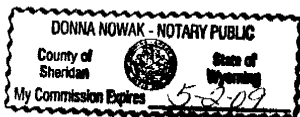
For the Developer:


Ronald J. Patterson
Registered Agent, Holly Ponds LLC

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Ronald J Patterson this 28
day of MARCH, 2006.



My commission expires 5-2-09


Notary Public