542956 AGREEMENT BOOK 475 PAGE 0087 RECORDED 06/09/2006 AT 04:00 PM AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

General Agreement for Aspen Grove Planned Unit Development (PUD)

This agreement is made and entered into as of this 4th day of day

Section 1. GENERAL CONDITIONS

- A. The development of the Aspen Grove PUD is subject to the requirements in Appendix B (Subdivisions) and Appendix A-1 (Planned Unit Development) of the Sheridan City Code, as well as adopted City of Sheridan Standards for Street and Utility Construction.
- B. The Developer shall be responsible for any conditions or mitigation required by the Wyoming Department of Transportation (WYDOT) in approving an Access Permit for Big Horn Avenue/ State Highway 332. The Wyoming Department of Transportation may require additional engineering studies and mitigation for future development and land use of the Aspen Grove PUD. Approval of future phases by the City will be conditioned on compliance with WYDOT determinations. Alteration of construction plans for the Aspen Grove PUD, Infrastructure, may require adjusted financial assurances as required by Sheridan City Code Appendix B §702.
- C. The areas marked as open space on the approved Conceptual Plan and Final Plat, attached as Exhibits A and B, shall remain the property of the Developer, and shall remain open and free from any buildings or structures. Areas marked as available for public access easement shall be available for development as pedestrian pathways or trails with associated clear space and natural areas. Said development shall proceed in a manner agreed upon by both the City and the Developer.
- D. Development of Aspen Grove PUD, Phase I occur in two phases:

<u>Phase A</u> will consist of installation of water and sewer mains, curb, gutter, road subbase, and the first lift of asphalt for Aspen Grove Drive, Weeping Willow Court, Weeping Birch Court, and associated private drives; installed as per approved plans and specifications. Developer agrees that any cracking or failure of the first lift of asphalt shall be removed and replaced prior to placing the final lift. Completion of Phase A shall be no later than October 31, 2006.

<u>Phase B</u> will consist of installation of sidewalks, trail improvements, and the final lift of asphalt for Aspen Grove Drive, Weeping Willow Court, Weeping Birch Court, and associated private drives. Phase B shall be completed by March 20, 2007, unless extended as permitted in this agreement.

- E. 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 contained in the Engineer's Estimate provided by MC₂ Engineering dated February 2, 2005 and included herein as Exhibit C:
 - a. Sewer and Water \$565,274.00
 - b. Curbs, Base, and Paving \$413,796.00
 - c. Sidewalks \$86,720.00
 - d. Total Public Infrastructure (plus 10% contingency) \$1,077,000.00

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

F. 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 Aspen Grove PUD. Water and sewer utilities shall be approved and accepted by City prior to issuance of building permits for the Aspen Grove PUD. 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.

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.

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 Aspen Grove PUD, is not compliant. The City reserves the right to withhold any future development approvals for the Aspen Grove PUD, 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. VESTED RIGHTS

City Council approval of the Aspen Grove PUD, and the subsequent acceptance of any infrastructure or utilities outlined in this agreement confers no vested rights to the Developer for future phases of development in the Aspen Grove PUD area. Sewer, water, and related infrastructure capacity will be evaluated individually for each proposed future phase at the time of plat submittal for the respective phase. The City reserves the right to deny proposals for future phases based on infrastructure inadequacies, geotechnical issues, or any other adverse condition as determined by the Director of Public Works.

Section 4. EFFECTIVE DATE

This Agreement shall be effective upon the date listed in the first paragraph on page 1.

Section 5. TERMINATION

This Agreement may be amended, revised, or terminated only by the mutual consent of both parties.

Section 6. 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 7. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall in any way be deemed a waiver of any of t 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 LIV of Sheridan:

Dave Kinskey Mayor

Attest:

For the Developer:

Construction, LLC

REBECCA J. TERVO - NOTARY PUBLIC My Commission Expires October 12, 2008

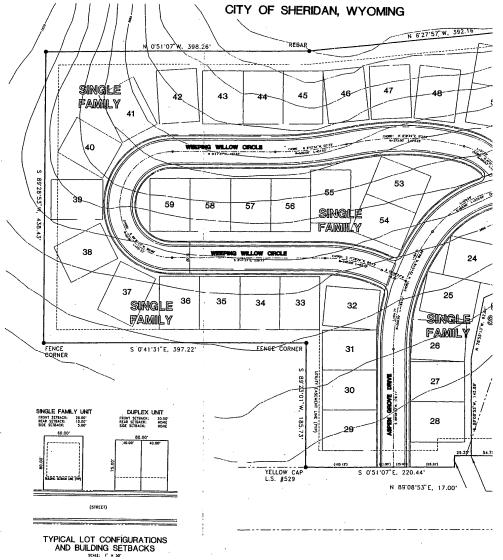
The above and foregoing Agreement was Subscribed, Sworn to, and Acknowledged before me by Gary Ross this 9 _ day of

. 2005. 2006 commission expires to

PRELIMINARY PLAT OF

ASPEN GROVE PLANNED UNIT DEVELOPMENT

LOTS 1 and 2
MOORE - MEYERS ADDITION
CITY OF SHERIDAN WYOMING

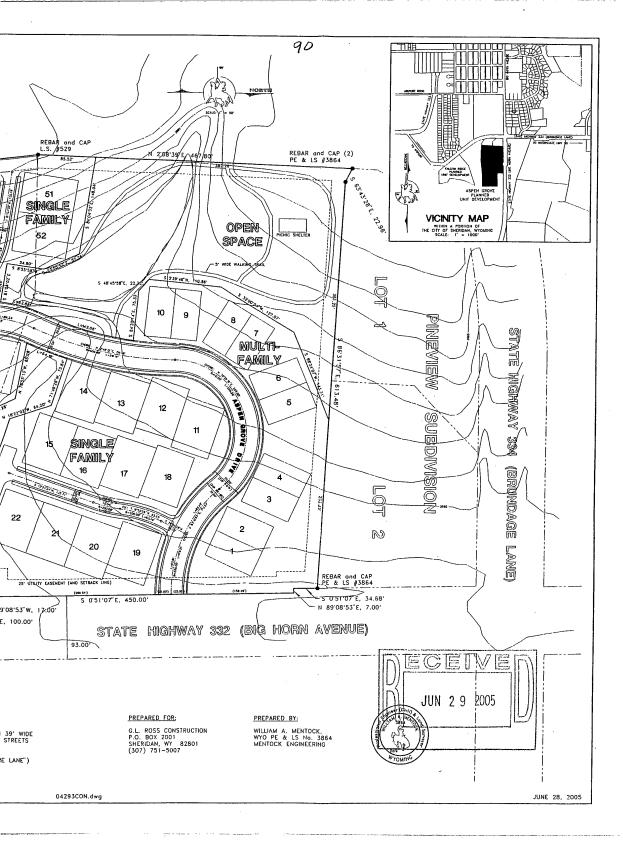


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MOTES:

MAIN R.O.W.'s 50'
(BACK CURB TO B

"ACCESS DRIVES"
(POSTED: "NO PAR
ZONING: "P.U.D."





BEING A S MOORE - MEYERS ADDI' BEING A PORTION OF SW1/4, NE1/4 & NW

DECLARATIO

CERT

KNOW ALL MEN BY THESE I PROPRIETOR OR PARTIES OF

G.L. ROSS CONSTRUC GARY ROSS, MANAGER

FIRST FEDERAL SAVIN

THE FOREGOING INSTRUMEN

MY COMMISSION EXPIRES: .



F			COORDIN	ATES	
PT	NORTHING	EASTING	PI	NORTHING	EASTING
14	1496948,686	597767.513	31B	1496338.499	597687.615
18	1497023.548	597772.077	32A	1496258.494	597627.287
2Å	1496953.487	597688.311	328	1496338 494	597627.287
28	1487028.384	597692.223	33A	1495268.743	597552.544
3A	1496954.231	597676.021	330	1496347.601	597566.015
38	1497029.094	597680.557	346	1496252.862	597548.204
44	1496959.070	597596.158	34B	1496253.828	597628.198
4B	1497033.932	597600.704	37A	1495012.880	597551.102
5A	1497028.802	597564.321	378	1496013.846	597531.096
5B	1496959.068	597591,928	38A	1495010.015	597556.835
		597489.938	388	1495986.662	597633.351
6A		597517.545	39A	1495960 622	597535.458
68	1495929.620		39B	1495884.688	597550 638
7A	1495949.741	597429.267	40A	1495960.437	597470.920
78	1495909.996		40A 40B	1495684.553	597496.249
BA	1496881.898	597386.872			
88	1495842.153	597450.475	41A	1495944.794	597408.283
BA	1496847.862	597375.989	41B	1495868.909	
98	1496839.798	597450.555	42A	1495904.650	597252,925
10A	1496768.326	597367.387	42B	1495966.209	597304.01B
108	1496760.262	597441.952	43A	1496028.943	
11A	1496888.639	597719.438	438	1496027.407	597310.340
<u> </u>	1496689.828	597799.430	448	1495079.600	597268.556
144	1496648.665	597723.007	44B	1496017,708	597319.245
148	1496649.855	597602.998	45A	1496112,021	597353.541
15A	1495535.582	597735.989	45B	1496034.235	597372.230
158	1495514.491	597750.160	46A	1496143.401	597426.743
16A	1495555.338	597618.626	468	1496063.407	597427.709
168	1495634,246	597631.797	47A	1496148,704	597256.692
17A	1496653.394	597602.371	47B	1196205.517	597311.988
178	1495654.584	597682.362	4BA	1496250.927	597219.302
20A	1495893.368	597598,802	488	1495268.435	597297.363
20B	1496894.557	597678.794	49A	1495283.249	597217.544
21A	1496786.086	597504.543	49B	1496284.215	597297.539
218	1496773.200	597583.498	50A	1495403.240	597216.095
22A	1495724.974	597489.190	50B	1495404.205	597295.089
22B	1495712.088	597568.146	51A	1496442.178	507200.160
23A	1495665.761	597474.040	518	1495505,044	597219.636
239	1496645.874	597551.528	SZA	1495518.237	597184.406
24A	1496538,930	597436.539	52B	1496598.188	597187.188
24B	1496523.556	597315.04B	534	1496521.275	597244.719
25A	1495445.945	597453.840	538	1496567.513	597309.933
258	1496524,455	507409 214	54A	1496528.384	597320.628
26A	1496412.865	597538.502	349	1496607.805	597330 232
26B	1496491.374	597553.876	55A	1496445.321	597326.858
27A	1496391.597	597610,810	558	1496446,287	597406.852
278	1496471.545	597613.703	57A	1496265.334	597329.032
28A	1496389.384	597674 853	57A	1496266.300	597409.026
288	1496469.375	597673.664	58A	1496186 166	597419.000
.29A	1496391.169	597794.840	388	1496187.132	597408 994
298	1496391.169	597793.651	59A	1496306.157	597417.551
30A	1496260.292	597808.791	598	1496307.123	597497.545
30B	1496340.283	597807.602	60A	1496379.172	597418.260
31A	1496258.508	597688.804	609	1496372.892	597498.013
Laik	11116258.508	DA1888.804	1 008	114903/2.892	39/498.013

				!	
			CURVE TABLE		
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
CI	13.19	175.00	04'19'10"	N 88'41'32" W	13.19
CZ	111.31	150.00	04'19'10"	N 68'41'32" W	11.31
C3	9.42	125.00	04'19'10'	N 88'41'32" W	9.42
C4	12.06	160.00	04'19'10"	N 01'18'28" E	12.06"
C5	11.31	150.00	04'19'10"	N 01 18 28 E	11.31
C6	10.55	140.00	04"(9"10"	N 01'18'28" E	10.55
C7	25.24	140.00	10'19'40"	5 0478'43" W	25.20
C8	27.04	150.00	10'19'40"	S 04'18'43" W	27.00
C9	25.84	160.00	1019'40	S 0418'43" W	28.80
CIO	15.71	10.00	90,00,00	N 54'28'33" E	14.14"
CII	15.71	10.00	90,00,00	S 35'31'27" E	14,14"
C12	256.63	175.00	87'17'41"	N 49'49'12" E	241.58
C13	190.45	125.00	87'17'41"	N 49'49'12" E	172.55
C14	32.12	475.00	03'52'28"	S 08'06'36" W	32.11
C15	173.92	525.00	18'58'52"	S 15'39'48' W	173.13
C18	125.24	475.00	15'06'24"	\$ 17'36'02" W	124.68
C17	27.84	185.00	08'37'19"	S 20'50'35" W	27.B1
CIB	188.09	135.00	79'49'44"	S 14'45'38" E	173.24
C19	80.05	185.00	24'47'33"	S 04'08'09" W	79.43
C20	99.71	185.00	30'52'54	5 39'14'03" E	98.51
C21	46.26	325.00	08'09'21"	S 58'45'10 E	45.22
C22	173.64	275.00	36'10'37	S 72'45'48" E	170.77
C23	108.60	325.00	19'08'43"	S 81'16'45" E	108.09
C24	40.59	125.00	18'35'25"	N 08'36'42" E	40.42
C25	20.13	75.00	15'22'47"	N 06 59 52 E	20.07
C26	99.15	75.00	75'45'06"	S 37'11'02" W	92.09
C27	51.79	125.00	23'44'24"	S 1110'41" W	51.42
C2B	24.54	25.00	56'15'04"	N 05'04'39" W	23.57
C29	149.36	50.00	17109'27"	S 52'22'33" W	99.70
C30	27.44	25.00	62'53'42"	5 73'29'34' E	26.09
C31	21.03	25.00	48'11'23"	N 50'57'53" E	20.41
C32	241.19	50.00	275 22 46	N 14'56'25" W	66.67
C33	21.03	25.00	48'11'23"	N 80'50'44' W	20.41
C34	172.79	110.00	80.00,00	N 45'41'31" W	155.56
C35	141.37	90.00	8D.00,00.	N 45'41'31" W	127.28
C36	41.07	100.00	23'31'52"	S 11 04 25 W	40.78
C37	30.76	107.25	16"25"59"	N 07'23'50 E	30.76
C38	27.51	97.25	16'12'35"	N 07"17"08" E	27.42
C39	25.07	87.25	16'27'40"	N 07'24'40' E	24.98
C40	58.75	125.00	25 55 50	S 87'26'18' W	58.21
C41	80.55	125.00	35'55'24"	N 51'27'28" W	79.17
C42	237.18	50.00	271'47'22"	N 20'10'28" E	69.60'
C43	107.45	75.00	82'05'45"	N 64'58'44' W	98.50



MENTOCK ENGINEERING
CONSULTING ENGINEERS AND LAND SURVEYORS
1030 NORTH MAIN ST.
124/LOR PLACE No. 2
SHERIDAN, VYY 82301
Phone 307-672-9492

91

I GROVE T DEVELOPMENT

SION OF LOTS 1 and 2 THE CITY OF SHERIDAN, WYOMING SECTION 3, TOWNSHIP 55 NORTH, RANGE 84 WEST, 8TH PM.

FREVIOUS PLATTING

AND 2, MOORE-MEYERS ADDITION TO THE CITY OF SHERIDAN ATS, PLAT 42. OF THE RECORDS OF THE SHERIDAN COUNTY EOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE

DEDICATION UNDERSIGNED G.L. ROSS CONSTRUCTION LLC, BEING THE OWNER, AND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

PEN GROVE PLANNED UNIT DEVELOPMENT, IS LOCATED IN SECTION 3, F SHERIDAN, SHERIDAN COUNTY, WYOMING, MORE PARTICULARLY

MEYERS RIDAN, WYOMING RE OF LESS, AND

NO AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT E UNDERSIGNED OWNER AND PROPRIETOR; AND THAT THIS IS A CORRECT B. BLOCKS, STREETS AND EASEMENTS, AND

PLAT, ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN AND ITS THE FLOW OR STORAGE OF STORM WATERS AND SHALL BE KEPT FREE OF RELAIED TO DRAINAGE.

MESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY

2006.	
TIVE	
DED BEFORE ME THIS ROSS	
ARY PUBLIC	
GED BEFORE ME THIS	
LIC	

NOTES:

- 20' WIDE "ACCESS DRIVES" (LUMIPER LANE & LARCH LANE) ARE MONDEDICAL RIGHTS OF WAY TO BE MAINTAINED BY HOMEOWNERS' ASSOCIATION. BUT DEDICATED AS ACCESS, UTILITY AND DRAWAGE EASEMENTS. (POSTED: "NO PARKING FIRE LANE")
- 3. ZONING: "P.U.O."

- OUTLOTS A, B, C, D, AND E ARE DESIGNATED AS OPEN SPACE, DRAINAGE AND UTILITY EASEMENTS ON THIS PLAT.
- 8. OUTLOT B IS DESIGNATED AS A PEDESTRIAN AND BICYCLE EASEMENT FOR THE SHERIDAN PATHWAY SYSTEM,

ZONE	AREA		PCI	LOT.
SINGLE FAMILY	5.510	ocres	33.17%	11-60
MULTI-FAMILY	0.689	ocres	4.23%	1-10
ROAD R.O.W.	2.871	acres	16.22%	
OUTLOT AREA	7.205	acres	46.38%	
TOTAL	15.276	acres	100.00%	

CERTIFICATE OF SURVEYOR



DIRECTOR OF PUBLIC WORKS CERTIFICATE OF REVIEWAL

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS PROCEDURES OUTLINED IN THE SUBDIVISION REQUIATIONS OF THE CITY OF SHE AND CERTIFIED THIS DAY OF SHE THE DIRECTOR OF PUBLIC WORKS OF SHERIDAN, WYOMING.

DIRECTOR OF PUBLIC WORKS CITY OF SHERIDAH

SHERIDAN PLANNING COMMISSION CERTIFICATE OF REVIEWAL

REVIEWED I	BY		SHERIDAN	COMMISSION	THIS	

CITY COUNCIL OF SHERIDAN CERTIFICATE OF APPROVAL

CERTIFICATE OF RECORDER

DEPUTY COUNTY CLERK

COUNTY CLERK

LXHIBIT C

Engineer's Estimate Water, Sewer and Street Improvements Aspen Grove Subdivision

Owner: G.L. Ross
Engineer: MC2 Engineering
Date: February 2, 2006

889,266.00	\$3					Total	
 15,000.00	ر م	2,500.00	49	6	EA	Inlets	123
2,800.00	· G	2,800.00	es	_	EΑ	Basic Manhole (60" Storm)	122
8,466.00	65	34.00	8	249	두	RCP 18"	121
 86,720.00	6	4.00	69	21680	SF	4' Sidewalk	120
81,300.00	es es	15.00	69	5,420	듀	Curb and Gutter	119
138,210.00	G	1.50	ક્ક	92,140	SF	Asphait	118
81,300.00	æ	30.00	ક	2,710	두	Subgrade Prep and Crushed Base	117
39,000.00	æ	650.00	ક્ક	60	EΑ	4" SDR35 PVC Sanitary Sewer Service w/ C.O.	116
57,000.00	æ	1,900.00	ક	30	EΑ	4' Diameter Sanitary Sewer Manhole	115
150,000.00	69	30.00	ક્ક	5,000	두	8" SDR35 PVC Sanitary Sewer Main	114
650.00	s	325.00	မာ	2	ΕA	Cathodic Protection Test Station	113
2,700.00	မ	450.00	8	6	ΕA	11-1/4° Bend	112
4,950.00	49	450.00	8	11	EΑ	22-1/2° Bend	3
1,800.00	cs	450.00	æ	4	ΕA	45° Bend	110
2,250.00	es	450.00	69	5	ΕA	90° Bend	109
24,500.00	cs	3,500.00	8	7	ΕA	Fire Hydrant Assembly	108
2,400.00	cs	400.00	cs	6	ΕA	8" Tee	107
4,000.00	s	2,000.00	8	2	ΕA	8" ARV	106
13,600.00	€S	800.00	\$	17	ΕA	8" Gate Valve	3
2,800.00	€Đ	1,400.00	()	2	SJ	Connect to Existing 8" Water Line	202
116,820.00	ક્ક	30.00	æ	3894	LF	8-inch DR18 C900 PVC Water Main	3
60,000.00	ક્ક	1,000.00	8	60	EA	3/4" Water Service	102
8,000.00	ક્ક	8,000.00	ક્ક	1	LS	Mobilization and Bonding	3
Extended Price	Exte	Unit Price	U	Quantity	Units	ltem	tem No.
mate	Esti	Engineers Estimate					

d 57402

excavation