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
 - 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 Aty of Sheridan:

Dave Kinskey Mayor

Attest:

City Clerk

For the Developer:

G L Ross Construction, LLC

REBECCA J. TERVO - NOTARY PUBLIC
County of State of Wyomling
My Commission Expires October 12, 2008

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

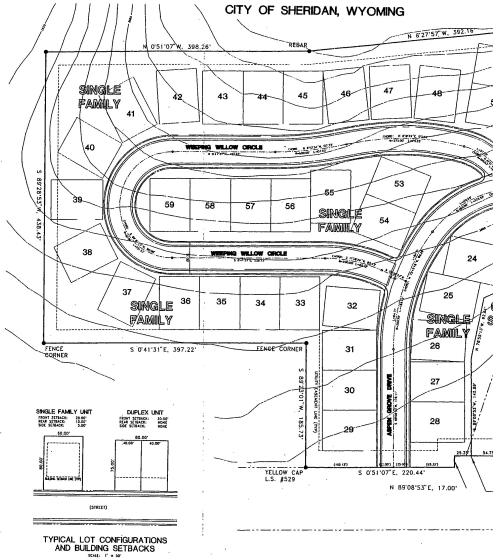
June, 2005. 2006 My commission expires 10 12 2008

Abelian Demo

PRELIMINARY PLAT OF

ASPEN GROVE PLANNED UNIT DEVELOPMENT

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

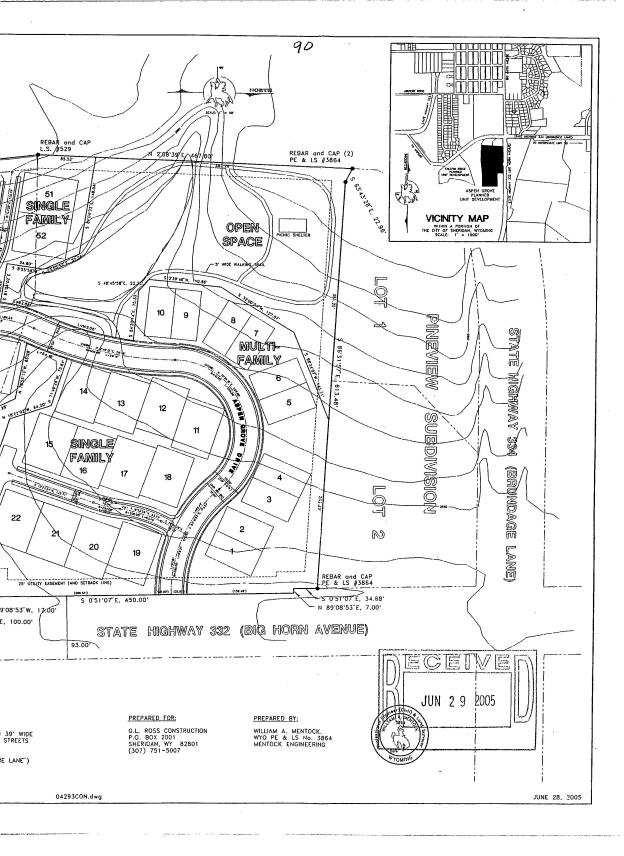


MENTOCK ENGINEERING
CONSULTING ENGINEERS AND LAND SURVEYORS
1020 HORTH MAIN 571
147106 PALCE No. 2
SHERDAN, WY 82801
Phone 302-674-4224

MOTES:

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

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



AS **PLANNED**

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

DECLARATIO

CERT

KNOW ALL MEN BY THESE F PROPRIETOR OR PARTIES OF

G.L. ROSS CONSTRUCT

BY: FIRST FEDERAL SAVIN

STATE OF WYDMING STATE OF SHERIDAN THE FOREGOING INSTRUMEN



			COORDIN		
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
24	1496953.487	597688.311	328	1496338.494	597627.287
2B	1497028.384	597692.223	33A	1495268.743	597552.544
3A	1496954.231	597676.021	33B	1496347.601	597566.015
38	1497029.094	597680.557	346	1495252.862	597548.204
44	1496959.070	597596.158	34B	1496253.828	597628.198
- 7 B	1497033.932	597600.704	37A	1495012.880	597551.102
- 70	1497028 802	597564.321	378	1496013.846	597631.096
5B	1496959.068	597591,928	38A	1495010.015	597556.835
6A	1495999.355	597489.938	388	1495986,662	597633.351
	1495929.620	597517.545	39A	1495960.622	597535 458
68		597429.267	39B	1495884.688	597560.638
7A	1495949.741		40A	1495960.437	597470.920
78	1495909.996	597492.869	40A	1495884.553	597496.249
BA	1496881.898	597386.872	41A	1495944.794	597496.249
88	1495842.153	597450.475			597408.283
- BA	1495847.862	597375.989	418	1495868,909	
98	1496839.798	597450.555	42A	1495904.650	597252,925
10A	1496768.326	597367.387	42B	1195966.209	597304.01B
108	1496760.262	597441.952	43A	1496028.943	597230.355
11A	1496888.639	597719.438	438	1496027.407	597310.340
118	1496889.828	597799.430	444	1495079.600	597268.556
144	1496648.665	597723.007	44B	1496017,708	597319.245
148	1406649.855	597602.998	45A	1496112.021	597353.541
15A	1495535.582	597735.989	458	1496034.235	597372.230
158	1496614.491	597750.160	46A	1496143.401	597426,743
16A	1496555.338	597618.626	468	1496063.407	597427.709
168	1495634,246	597631.797	474	1495148.704	597256.692
17A	1496653.394	597602.371	47B	1196205.517	597311.988
178	1495654.584	597682.362	4BA	1496250.927	597219.302
20A	1496893.368	597598.802	488	1495268.435	597297.363
20B	1495894.557	597678.794	49A	1495283.249	597217.544
21A	1496786.086	597504.543	498	1495284.215	597297.539
218	1496773.200	597583.498	50A	1496403.240	597216.095
22A	1405724.974	597489,190	50B	1495404.205	597295.089
228	1495712.088	597568.146	. 51A	1495442.178	597200.160
23A	1496665.761	597474.040	518	1496505.044	597249.636
238	1495645.874	597551.528	52A	1496618,237	597184.406
24A	1496538.930	597436.539	52B	1496598.188	597187.188
248	1496523.556	597515.04B	53A	1496521.275	597244.719
25A	1496445,945	597463,840	538	1496567.513	597309.933
258	1496524,455	597499.214	54A	1496528,384	597320.628
26A	1496412.865	597538.502	549	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	1496 389 384	597674.853	578	1496266.300	597409.026
288	1496469.375	597673.664	58A	1496186.156	597419.000
.29A	1496391,169	597794.840	388	1496187.132	597498.994
298	1496471.160	597793.651	59A	1496305.157	597417.551
30A	1496260.292	597808.791	598	1496307,123	597497.545
308	1496340.283	597807.602	60A	1496379.172	597418.260
312	1496258.508	597688.804	608	1496372.892	597498.013

			CURVE TABLE	T	
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	N AR'41'32" W	LY 18.
C1	13.19	175.00	04'19'10"		13.19
C2	11.31	150.00	04'19'10"		9.42
C3	9,42	125.00	04'19'10"		
C4	12.06	160.00	04'19'10"	N 01'18'28" E	12.06
C5	11.31	150.00	04'19'10"		
C6	10.55	140.00	04'19'10"	N 0118'28 E	10.55
C7	25.24	140.00	10'19'40"	S 041843 W	25.20
C8	27.04	150.00	10'19'40"	S 04'18'43' W	27.00
C9	25.84	150,00	10'19'40"	S 041843 W	28.80
C10	15.71	10.00	30,00,00	N 54'28'33" E	14.14
C11	15.71	10.00	90.00,00	\$ 35'31'27' E	14.14
C12	266.63	175.00	87"17"41"	N 49'49'12" E	241.58
13	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
C16	125.24	475.00	15'06'24"	\$ 17'36'02" W	124.68
217	27.84	185.00	08'37'19"	S 20'50'35" W	27.81
318	188.09	135.00	79'49'44"	S 14'45'38" E	173.24
219	80.05	185.00	24'47'33"	S 04.08,08, M	79.43
20	99.71	185,00	30'52'54"	S 39'14'03" E	98.51
221	46.26	325.00	08:09:21	S 58'45'10' E	45.22
222	173.64	275.00	36 10 37	5 72'45'48 E	170.77
23	108.60	325.00	19'08'43"	S 81'16'45" E	108.09
224	40.59	125.00	18'35'26"	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 3711'02" W	92.09
C27	51.79	125.00	23'44'24"	S 1110'41" W	51.42
28	24.54	25.00°	56'15'04"	N 05'04'39" W	23.57
29	149.36	50.00	171'09'27"	5 52'22'33" W	99.70
:30	27.44	25.00	62'53'42"	5 73'29'34" E	26.09
:31	21.03	25.00	48'11'23"	N 50'57'53" E	20.41
32	241.19	50.00	276'22'46"	N 14"56"25" W	66.67
:33	21.03	25.00	48'11'23"	N 80'50'44' W	20.41
234	172.79	110.00	90,00,00	N 45'41'31" W	155.56
35	141.37	90.00	90,00,00	N 45'41'31" W	127.28
:36	41.07	100.00	23'31'52"	S 11'04'25" W	40.78
237	30.76	107.25	16'25'59"	N 07'23'50 E	30.76
238	27.51	97.25	16'12'35"	N 07'17'08" E	27.42
:39	25.07	B7.25	16'27'40"	N 07'24'40 E	24.98
40	58.75	125.00	26'55'50"	S 87'26'18" W	58.21
C41	80.55	125.00	36'55'24"	N 51'27'28" W	79.17
42	237.18	50.00	271'47'22"	N 20'10'28" E	69.60
:43	107.46	75.00	82'05'45"	N 64'58'44" W	98.50



MENTOCK ENGINEERING
CONSULTING ENGINEERS AND LAND SURVEYORS
1030 NORTH MAIN ST.
1AYLOR PLACE No. 2
SHERIDAN, MY 823001
Phone 307-674-4224
Fox 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 S. 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 DRAWAGE.

MESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY

DOED BEFORE WE THIS Y ROSS

TARY PUBLIC

NOTES:

- MOILS: WEEPING WILLOW COURT, WEEPING BRICH COURT AND ASPEN GROVE DRIVE ROADWAYS TO BE DEDICATED AS PUBLIC RIGHT OF WAY FOR MIGHES, AND SERVER, LSY WING BEACH, CHRIS TO BACK CURB TO BACK CURB.)

 20' WORT "ACCESS DRIVES" (JUNIOR LAKE & LASCH LANC) ARE HONDEDICAT BRITTS OF WAY TO BE MAINTAINED AS PROMOTORY ASSOCIATION, BUT DEDICATED AS ACCESS., UNITY AND BRAINING CASEMENTS. (POSTED: "NO PARTIOL OF THE LUNIC")
- 3. ZONING: "P.U.D."

- BASIS OF BEARING: WYOMING STATE PLANE, EAST CENTRAL ZONE. NAD 27
- 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 ac	res 33.17%	11-60
MULTI-FAMILY	0,589 ac	res 4.23%	1-10
ROAD R.O.W.	2.871 ac	res 16.22%	
OUTLOT AREA	7.205 ac	res 46.38%	
TOTAL	15.276 ac	res 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 SHERDAN, WYOMING.

DIRECTOR OF PUBLIC WORKS CITY OF SHERIDAH

SHERIDAN PLANNING COMMISSION CERTIFICATE OF REVIEWAL

ATTEST: VICE-CHAIRHAN

CITY COUNCIL OF SHERIDAN CERTIFICATE OF APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, THIS _______, 2006.

CERTIFICATE OF RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT O'CLOCK ON AND IS DULY RECORDED IN DRAWER PLAT NUMBER

COUNTY CLERK

DEPUTY COUNTY CLERK

LXHIBIT O

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	65		Γ			Total	
<u></u>	15,000.00	1	2,500.00	49	თ	EA	Inlets	123
<u>, ၂ </u>	2,800.00		2,800.00	69		ΕA	Basic Manhole (60" Storm)	122
ب	8,466.00	1	34.00	69	249	두	RCP 18 ^{III}	121
ب ب	86,720.00	1	4.00	S	21680	SF	4' Sidewalk	120
ب	81,300.00	Г	15.00	cs	5,420	두	Curb and Gutter	119
ب	138,210.00	es	1.50	ક્ક	92,140	SF	Asphait	118
<u>ب,</u>	81,300.00	es	30.00	ક	2,710	두	Subgrade Prep and Crushed Base	117
<u></u>	39,000.00	မှာ	650.00	ક	60	EA	4" SDR35 PVC Sanitary Sewer Service w/ C.O.	116
ب	57,000.0C	cs	1,900.00	S	30	EΑ	4' Diameter Sanitary Sewer Manhole	115
ب	150,000.00	S	30.00	ક્ક	5,000	LF	8" SDR35 PVC Sanitary Sewer Main	114
پ	650.00	s	325.00	ક્ક	2	ΕA	Cathodic Protection Test Station	13
<u> </u>	2,700.00		450.00	S	6	EΑ	11-1/4° Bend	112
<u> </u>	4,950.00	ક્ક	450.00	S	11	EΑ	22-1/2° Bend	1
<u>, </u>	1,800.00	8	450.00	ક્ક	4	EΑ	45° Bend	110
<u>, </u>	2,250.00	ક	450.00	cs	51	ΕA	90° Bend	109
پ	24,500.00	cs	3,500.00	ક્ક	7	ΕA	Fire Hydrant Assembly	108
<u>.</u>	2,400.00	49	400.00	ક્ક	6	ΕA	8" Tee	107
<u>, </u>	4,000.00	43	2,000.00	S	2	ΕA	8" ARV	106
<u> </u>	13,600.00	£	800.00	ક	17	EΑ	8" Gate Valve	105
	2,800.00	₩	1,400.00	υ	2	S	Connect to Existing 8" Water Line	120
<u></u>	116,820.00	co	30.00	€Đ	3894	ᄕ	8-inch DR18 C900 PVC Water Main	3
<u></u>	60,000.00	ક	1,000.00	49	60	EA	3/4" Water Service	3
<u> </u>	8,000.00	s	8,000.00	ક્ક	_	LS	Mobilization and Bonding	흐
· · ·	Extended Price	Exte	Unit Price	U	Quantity	Units	ltem	tem No.
اسيد	imate	Est	Engineers Estimate	П				

83740Z

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