

**General Agreement for
Aspen Grove Planned Unit Development (PUD)**

This agreement is made and entered into as of this 9th day of June, 2006, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **G L Ross Construction, LLC**, owner and developer of the Aspen Grove PUD, 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 Aspen Grove PUD:

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:
- Phase A will consist of installation of water and sewer mains, curb, gutter, road sub-base, 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.
- Phase B 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

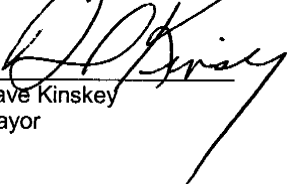
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 7. GOVERNMENTAL IMMUNITY

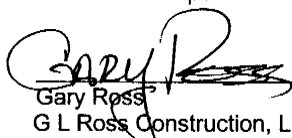
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

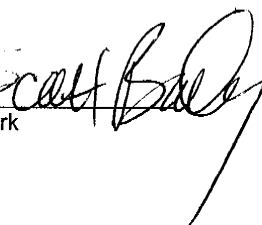
For the City of Sheridan:


Dave Kinskey
Mayor

For the Developer:


Gary Ross
G L Ross Construction, LLC

Attest:


City Clerk



The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Gary Ross this 9 day of
June, 2005. ~~2006~~
My commission expires 10/12/2008

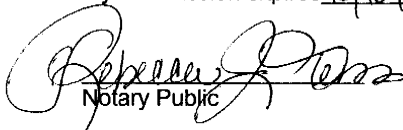
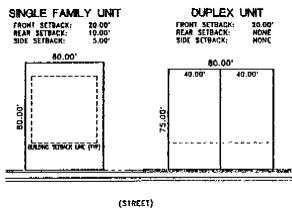
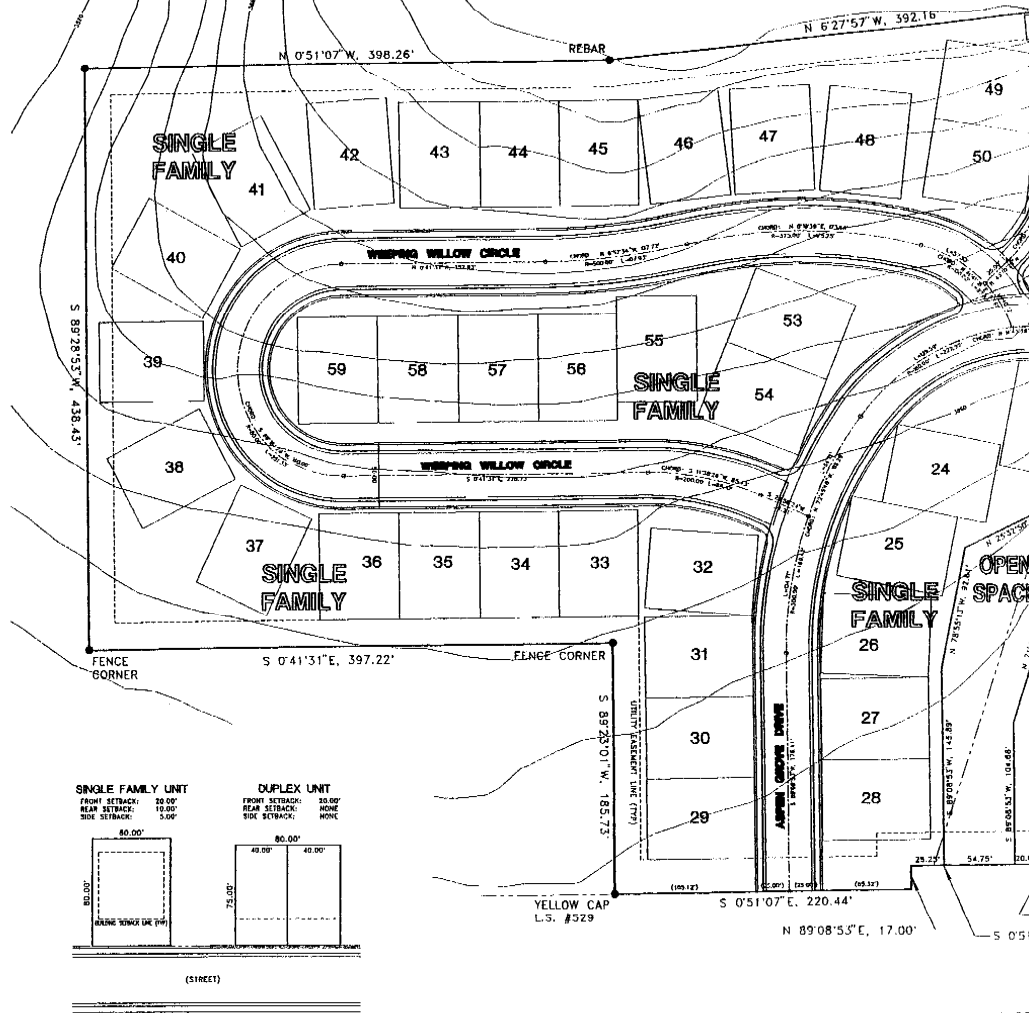

Notary Public

EXHIBIT A CONCEPTUAL PLAN

PRELIMINARY PLAT OF
ASPEN GROVE
 PLANNED UNIT DEVELOPMENT

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



TYPICAL LOT CONFIGURATIONS
 AND BUILDING SETBACKS
 SCALE: 1" = 50'

NOTES:

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

"ACCESS DRIVES" 20' WIDE
 (POSTED: "NO PARKING")

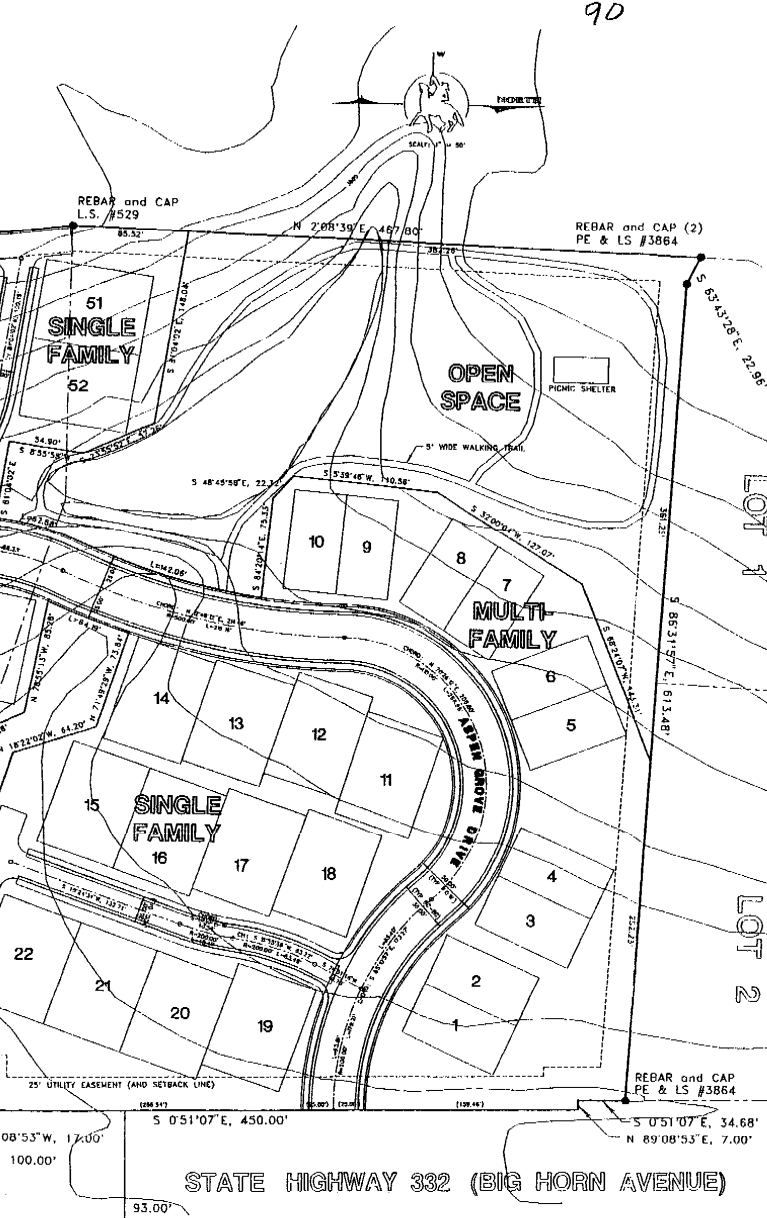
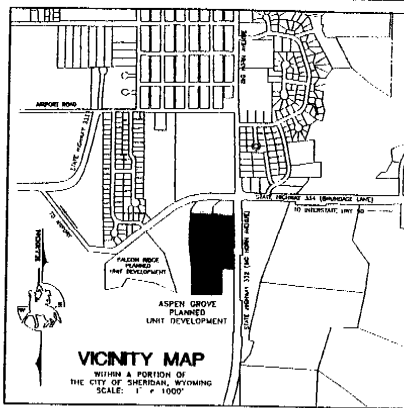
ZONING: "P.U.D."



MENTOCK ENGINEERING
 CONSULTING ENGINEERS AND LAND SURVEYORS

1030 NORTH MAIN ST.
 TAYLOR PLACE, No. 2
 SHERIDAN, WY 82801
 PHONE 307-674-4224
 FAX 307-672-9492

90



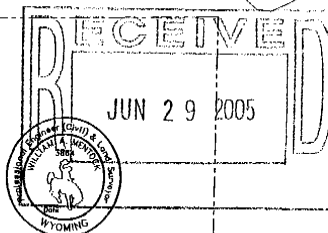
39' WIDE
TREET
LANE")

PREPARED FOR:

G.L. ROSS CONSTRUCTION
P.O. BOX 2001
SHERIDAN, WY 82801
(307) 751-5007

PREPARED BY:

WILLIAM A. MENTOCK,
WYO PE & LS No. 3864
MENTOCK ENGINEERING



ASPI PLANNED U

BEING A SUB
MOORE - MEYERS ADDITION
BEING A PORTION OF SW1/4, NE1/4 & NW1/4, SE

PT	NORTHING	EASTING
1	148571.807	597181.871
2	148571.804	597181.800
3	148571.804	597181.871
4	148571.804	597181.871
5	148571.804	597181.871
6	148571.804	597181.871
7	148571.804	597181.871
8	148571.804	597181.871
9	148571.804	597181.871
10	148571.804	597181.871
11	148571.804	597181.871
12	148571.804	597181.871
13	148571.804	597181.871
14	148571.804	597181.871
15	148571.804	597181.871
16	148571.804	597181.871

PT	NORTHING	EASTING	PT	NORTHING	EASTING
1A	148571.807	597181.871	31B	148571.807	597181.871
1B	148571.807	597181.871	32A	148571.807	597181.871
2A	148571.807	597181.871	33A	148571.807	597181.871
2B	148571.807	597181.871	34A	148571.807	597181.871
3A	148571.807	597181.871	35A	148571.807	597181.871
3B	148571.807	597181.871	36A	148571.807	597181.871
4A	148571.807	597181.871	37A	148571.807	597181.871
4B	148571.807	597181.871	38A	148571.807	597181.871
5A	148571.807	597181.871	39A	148571.807	597181.871
5B	148571.807	597181.871	40A	148571.807	597181.871
6A	148571.807	597181.871	41A	148571.807	597181.871
6B	148571.807	597181.871	42A	148571.807	597181.871
7A	148571.807	597181.871	43A	148571.807	597181.871
7B	148571.807	597181.871	44A	148571.807	597181.871
8A	148571.807	597181.871	45A	148571.807	597181.871
8B	148571.807	597181.871	46A	148571.807	597181.871
9A	148571.807	597181.871	47A	148571.807	597181.871
9B	148571.807	597181.871	48A	148571.807	597181.871
10A	148571.807	597181.871	49A	148571.807	597181.871
10B	148571.807	597181.871	50A	148571.807	597181.871
11A	148571.807	597181.871	51A	148571.807	597181.871
11B	148571.807	597181.871	52A	148571.807	597181.871
12A	148571.807	597181.871	53A	148571.807	597181.871
12B	148571.807	597181.871	54A	148571.807	597181.871
13A	148571.807	597181.871	55A	148571.807	597181.871
13B	148571.807	597181.871	56A	148571.807	597181.871
14A	148571.807	597181.871	57A	148571.807	597181.871
14B	148571.807	597181.871	58A	148571.807	597181.871
15A	148571.807	597181.871	59A	148571.807	597181.871
15B	148571.807	597181.871	60A	148571.807	597181.871
16A	148571.807	597181.871	61A	148571.807	597181.871
16B	148571.807	597181.871	62A	148571.807	597181.871
17A	148571.807	597181.871	63A	148571.807	597181.871
17B	148571.807	597181.871	64A	148571.807	597181.871
18A	148571.807	597181.871	65A	148571.807	597181.871
18B	148571.807	597181.871	66A	148571.807	597181.871
19A	148571.807	597181.871	67A	148571.807	597181.871
19B	148571.807	597181.871	68A	148571.807	597181.871
20A	148571.807	597181.871	69A	148571.807	597181.871
20B	148571.807	597181.871	70A	148571.807	597181.871
21A	148571.807	597181.871	71A	148571.807	597181.871
21B	148571.807	597181.871	72A	148571.807	597181.871
22A	148571.807	597181.871	73A	148571.807	597181.871
22B	148571.807	597181.871	74A	148571.807	597181.871
23A	148571.807	597181.871	75A	148571.807	597181.871
23B	148571.807	597181.871	76A	148571.807	597181.871
24A	148571.807	597181.871	77A	148571.807	597181.871
24B	148571.807	597181.871	78A	148571.807	597181.871
25A	148571.807	597181.871	79A	148571.807	597181.871
25B	148571.807	597181.871	80A	148571.807	597181.871
26A	148571.807	597181.871	81A	148571.807	597181.871
26B	148571.807	597181.871	82A	148571.807	597181.871
27A	148571.807	597181.871	83A	148571.807	597181.871
27B	148571.807	597181.871	84A	148571.807	597181.871
28A	148571.807	597181.871	85A	148571.807	597181.871
28B	148571.807	597181.871	86A	148571.807	597181.871
29A	148571.807	597181.871	87A	148571.807	597181.871
29B	148571.807	597181.871	88A	148571.807	597181.871
30A	148571.807	597181.871	89A	148571.807	597181.871
30B	148571.807	597181.871	90A	148571.807	597181.871
31A	148571.807	597181.871	91A	148571.807	597181.871

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	13.19	175.00	0419.10	N 88°41'39" W	13.19
C2	11.31	150.00	0419.10	N 88°41'39" W	11.31
C3	9.42	125.00	0419.10	N 88°41'39" W	9.42
C4	12.05	160.00	0419.10	N 01°16'28" E	12.05
C5	11.31	150.00	0419.10	N 01°16'28" E	11.31
C6	10.55	140.00	0419.10	N 01°16'28" E	10.55
C7	25.24	140.00	1019.40	S 04°18'43" W	25.24
C8	27.04	150.00	1019.40	S 04°18'43" W	27.04
C9	28.84	160.00	1019.40	S 04°18'43" W	28.84
C10	18.71	10.00	90°00'00"	N 54°28'33" E	18.71
C11	15.71	10.00	90°00'00"	S 35°31'27" E	15.71
C12	244.83	175.00	87°17'41"	N 49°49'12" E	244.83
C13	190.45	175.00	87°17'41"	N 49°49'12" E	190.45
C14	32.12	475.00	0332.28	S 08°05'30" W	32.12
C15	113.52	525.00	1838.52	S 15°39'48" W	113.52
C16	175.24	475.00	1506.24	S 12°36'02" W	175.24
C17	27.84	65.00	0837.19	S 20°50'35" W	27.84
C18	148.09	135.00	7948.44	S 14°45'38" E	148.09
C19	80.05	185.00	2447.33	S 04°06'09" W	80.05
C20	99.71	185.00	1075.54	S 39°14'03" E	99.71
C21	46.20	525.00	0809.21	S 58°45'10" E	46.20
C22	173.64	275.00	3610.57	S 72°45'48" E	173.64
C23	108.60	525.00	1910.43	S 81°45'45" E	108.60
C24	40.58	125.00	1836.26	N 08°36'42" E	40.58
C25	28.13	75.00	1522.47	N 08°36'42" E	28.13
C26	99.18	25.00	2545.06	S 17°11'02" W	99.18
C27	51.78	125.00	2344.24	S 11°10'41" W	51.78
C28	24.54	25.00	2815.04	N 02°04'28" W	24.54
C29	148.38	50.00	17119.27	S 52°32'33" W	148.38
C30	27.44	25.00	8253.42	S 73°39'34" E	27.44
C31	21.03	25.00	4811.23	N 80°50'44" W	21.03
C32	241.10	50.00	77622.48	N 11°58'25" W	241.10
C33	21.03	25.00	4811.23	N 80°50'44" W	21.03
C34	172.78	100.00	8000.00	N 45°41'31" W	172.78
C35	141.39	50.00	8000.00	N 45°41'31" W	141.39
C36	41.07	100.00	2331.52	S 11°04'29" W	41.07
C37	30.78	107.25	1812.35	N 07°10'08" E	30.78
C38	21.03	61.25	1612.35	N 07°10'08" E	21.03
C39	25.07	87.25	1627.40	N 07°24'40" E	25.07
C40	38.75	125.00	16545.00	S 82°18'18" W	38.75
C41	80.55	125.00	2833.24	N 51°27'28" W	80.55
C42	237.18	50.00	27147.22	N 20°46'28" E	237.18
C43	107.48	75.00	82701.45	N 84°58'44" W	107.48

DECLARATION VAC.

THIS PLAT IS THE RE-SUBDIVISION OF A
WYOMING, AS RECORDED IN DRAWER "M"
CLERK. ALL EARLIER PLATS OR PORTIO
HEREBY VACATED.

CERTIFICAT

KNOW ALL MEN BY THESE PRESENTS I
PROPRIETOR OR PARTIES OF INTEREST
THAT THE FOREGOING PLAT DESIGNATE
TOWNSHIP 35 NORTH, RANGE 94 WEST
DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 OF MC
ADDITION TO THE CITY
AND CONTAINS AN AREA OF 16.378 AC
THAT THIS SUBDIVISION, AS IT IS BEC
AND IN ACCORDANCE WITH THE DESIRE
PLAT OF THE AREA AS IT IS DIVIDED I

THAT THE UNDERSIGNED OWNER, OF TI
CITY OF SHERIDAN AND ITS LICENSEES
EASEMENTS AND OTHER PUBLIC LANDS
INDICATED, AND NOT ALREADY OTHERWISE

UTILITY EASEMENTS, AS DESIGNATED O
LICENSEES FOR PUBLIC USE FOR THE
SEWER LINES, WATER LINES, GAS LINE
TYPES OF PUBLIC UTILITIES NOW OR H

DRAINAGE EASEMENTS, AS DESIGNATED
LICENSEES FOR PUBLIC USE, TO ACCO
OF ALL STRUCTURES OR OTHER IMPROV
ALL RIGHTS UNDER AND BY VIRTUE OF
WAIVED AND RELEASED.

EXECUTED THIS _____ DAY OF _____

BY: _____
G.L. ROSS CONSTRUCTION LLC
GARY ROSS, MANAGER

BY: _____
FIRST FEDERAL SAVINGS BANK N

BY: _____
HORS OF KENT MOORE

STATE OF WYOMING }
COUNTY OF SHERIDAN }

THE FOREGOING INSTRUMENT WAS A
DAY OF _____, 2006.

MY COMMISSION EXPIRES: _____

STATE OF WYOMING }
COUNTY OF SHERIDAN }

THE FOREGOING INSTRUMENT WAS A
DAY OF _____, 2006.

MY COMMISSION EXPIRES: _____

STATE OF WYOMING }
COUNTY OF SHERIDAN }

THE FOREGOING INSTRUMENT WAS A
DAY OF _____, 2006.

MY COMMISSION EXPIRES: _____

THE ABOVE SIGNED FIRST FEDERAL S
PROPERTY EMBRACED BY THIS SUBDIV
AND EX-OFFICIO RECORDER OF DEED
THIS PLAT, CONSENTS TO THE DEDICATIO
EASEMENTS, OPEN SPACES AND OTHER
DESCRIBED ON THIS PLAT, FROM THE

THE ABOVE SIGNED HEIRS OF KENT I
EMBRACED BY THIS SUBDIVISION PLAT
EX-OFFICIO RECORDER OF DEEDS IN
PLAT, CONSENTS TO THE DEDICATION
EASEMENTS, OPEN SPACES AND OTHER
DESCRIBED ON THIS PLAT, FROM THE

EXHIBIT B



MENTOCK ENGINEERING
CONSULTING ENGINEERS AND LAND SURVEYORS
1030 NORTH MAIN ST.
TAYLOR PLACE No. 2
SHERIDAN, WY. 82801
Phone 307-674-4224
Fax 307-672-9492

91

PLAT OF
IN GROVE
IT DEVELOPMENT

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

ING PREVIOUS PLATTING

1 AND 2, MOORE-MEYERS ADDITION TO THE CITY OF SHERIDAN,
F PLATS, PLAT 42, OF THE RECORDS OF THE SHERIDAN COUNTY
THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE

OF DEDICATION

THE UNDERSIGNED C.L. ROSS CONSTRUCTION LLC, BEING THE OWNER,
HE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

1. ASPEN GROVE PLANNED UNIT DEVELOPMENT, IS LOCATED IN SECTION 3,
TOWNSHIP 55 NORTH, RANGE 84 WEST, 8TH PM, SHERIDAN, SHERIDAN COUNTY, WYOMING, MORE PARTICULARLY

MEYERS
SHERIDAN, WYOMING
MORE OR LESS, AND

3) AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT
OF THE UNDERSIGNED OWNER AND PROPRIETOR, AND THAT THIS IS A CORRECT
LOT, BLOCKS, STREETS AND EASEMENTS, AND

AND SHOWN AND DESCRIBED ON THIS PLAT DOES HEREBY DEDICATE TO THE
PUBLIC USE FOR THE INDICATED PURPOSES, ALL STREETS, ALLEYS,
ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND
UTILITIES GENERALLY UTILIZED BY THE PUBLIC.

NO PLAT, ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN AND ITS
USES OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING
ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND
UTILITIES GENERALLY UTILIZED BY THE PUBLIC.

THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN AND ITS
STATE THE FLOW OR STORAGE OF STORM WATERS AND SHALL BE KEPT FREE
IS NOT RELATED TO DRAINAGE.

E HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY

2006.

REPRESENTATIVE

OWLEDGED BEFORE ME THIS
GARY ROSS

NOTARY PUBLIC

OWLEDGED BEFORE ME THIS
06, BY

IT PUBLIC

OWLEDGED BEFORE ME THIS
06, BY KENT MOORE

IT PUBLIC

IS BANK, HEREINAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE
1) PLAT, WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY
BOOK 565 OF MORTGAGES, AT PAGE 361, MORTGAGEE, BY SIGNATURE ON
IS MADE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS,
EAS DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND
REMENTIONED MORTGAGE.

E, HEREINAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE PROPERTY
WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY AND
C 577 OF MORTGAGES, AT PAGE 182, MORTGAGEE, BY SIGNATURE ON THIS
DE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS,
EAS DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND
REMENTIONED MORTGAGE.

NOTES:

1. WEEPING WILLOW COURT, WEEPING BIRCH COURT AND ASPEN GROVE DRIVE
ROADWAYS TO BE DEDICATED AS PUBLIC RIGHT OF WAY FOR INGRESS,
EGRESS AND SERVICE. (35' WIDE BACK CURB TO BACK CURB)
2. 20' WIDE "ACCESS DRIVES" (JUMPER LANE & LARCH LANE) ARE NONDEDICATED
RIGHTS OF WAY TO BE MAINTAINED BY HOMEOWNERS' ASSOCIATION, BUT
DEDICATED AS ACCESS, UTILITY AND DRAINAGE EASEMENTS. (POSTED: "NO
PARKING - FIRE LANE")
3. ZONING: "P.U.D."
4. ANY PURCHASER DOES NOT HAVE THE RIGHT TO THE NATURAL FLOW OF ANY
STREAM WITHIN OR ADJACENT TO THE SUBDIVISION, SINCE WYOMING WATER
ADMINISTRATION LAWS DO NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD
TO NATURAL FLOW FOR PERSONS LIVING ON THE BANK OF ANY STREAM OR
RIVER.
5. ALL NEW CONSTRUCTION, REMODELING, ADDITIONS OR REPAIRS TO ANY
PUBLIC OR PRIVATE BUILDINGS WITHIN THE DIVIDED LAND SHALL BE
CONSTRUCTED IN ACCORDANCE WITH THE CURRENT BUILDING STANDARDS OF THE
NEAREST INCORPORATED CITY OR TOWN OF THE COUNTY THAT HAS ADOPTED
BUILDING STANDARDS. BUILDING STANDARDS THAT HAVE BEEN ADOPTED BY THE
COUNTY SHALL SUPERSEDE AND GOVERN.
6. BASIS OF BEARING: WYOMING STATE PLANE, EAST CENTRAL ZONE, NAD 27
7. 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	PG	SQ. F
SINGLE FAMILY	5,510 acres	33.17%	11-60
MULTI-FAMILY	0.689 acres	4.23%	1-10
ROAD R.O.W.	2.871 acres	16.22%	
OUTLOT AREA	7.205 acres	46.38%	
TOTAL	16.275 acres	100.00%	

CERTIFICATE OF SURVEYOR

STATE OF WYOMING

COUNTY OF SHERIDAN

I, WILLIAM A. MENTOCK, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR,
LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT
OF ASPEN GROVE PLANNED UNIT DEVELOPMENT, AS Laid out, PLATTED, DEDICATED AND SHOWN HEREON, THAT THIS
PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY CONDUCTED BY ME OR UNDER MY SUPERVISION AND
CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF ALL LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION IN
COMPLIANCE WITH CITY OF SHERIDAN REGULATIONS GOVERNING THE SUBDIVISION OF LAND.



WILLIAM A. MENTOCK
WYO P.E. & L.S. No. 3864

DIRECTOR OF PUBLIC WORKS
CERTIFICATE OF REVIEWAL

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND
PROCEDURES OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN,
AND CERTIFIED THIS DAY OF 2006,
BY THE DIRECTOR OF PUBLIC WORKS OF SHERIDAN, WYOMING.

DIRECTOR OF PUBLIC WORKS
CITY OF SHERIDAN

SHERIDAN PLANNING COMMISSION
CERTIFICATE OF REVIEWAL

REVIEWED BY THE CITY OF SHERIDAN PLANNING COMMISSION THIS
DAY OF 2006.

ATTEST: VICE-CHAIRMAN

CHAIRMAN

CITY COUNCIL OF SHERIDAN
CERTIFICATE OF APPROVAL

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

ATTEST: CITY CLERK

MAYOR

CERTIFICATE OF RECORDER

STATE OF WYOMING

COUNTY OF SHERIDAN

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER
AT 10:00 AM ON 03/15/2006,
AND IS DULY RECORDED IN DRAWER 15, PLAT NUMBER 15

COUNTY CLERK

DEPUTY COUNTY CLERK

EXHIBIT C

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

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

Item No.	Item	Units	Quantity	Engineer's Estimate	
				Unit Price	Extended Price
101	Mobilization and Bonding	LS	1	\$ 8,000.00	\$ 8,000.00
102	3/4" Water Service	EA	60	\$ 1,000.00	\$ 60,000.00
103	8-inch DR18 C900 PVC Water Main	LF	3894	\$ 30.00	\$ 116,820.00
104	Connect to Existing 8" Water Line	LS	2	\$ 1,400.00	\$ 2,800.00
105	8" Gate Valve	EA	17	\$ 800.00	\$ 13,600.00
106	8" ARV	EA	2	\$ 2,000.00	\$ 4,000.00
107	8" Tee	EA	6	\$ 400.00	\$ 2,400.00
108	Fire Hydrant Assembly	EA	7	\$ 3,500.00	\$ 24,500.00
109	90° Bend	EA	5	\$ 450.00	\$ 2,250.00
110	45° Bend	EA	4	\$ 450.00	\$ 1,800.00
111	22-1/2° Bend	EA	11	\$ 450.00	\$ 4,950.00
112	11-1/4° Bend	EA	6	\$ 325.00	\$ 1,950.00
113	Cathodic Protection Test Station	EA	2	\$ 30.00	\$ 60.00
114	8" SDR35 PVC Sanitary Sewer Main	LF	5,000	\$ 30.00	\$ 150,000.00
115	4" Diameter Sanitary Sewer Manhole	EA	30	\$ 1,900.00	\$ 57,000.00
116	4" SDR35 PVC Sanitary Sewer Service w/ C.O.	EA	60	\$ 650.00	\$ 39,000.00
117	Subgrade Prep and Crushed Base	LF	2,710	\$ 30.00	\$ 81,300.00
118	Asphalt	SF	92,140	\$ 1.50	\$ 138,210.00
119	Curb and Gutter	LF	5,420	\$ 15.00	\$ 81,300.00
120	4" Sidewalk	SF	21,680	\$ 4.00	\$ 86,720.00
121	RCP 18"	LF	249	\$ 34.00	\$ 8,466.00
122	Basic Manhole (60" Storm)	EA	1	\$ 2,800.00	\$ 2,800.00
123	Inlets	EA	6	\$ 2,500.00	\$ 15,000.00
	Total				\$ 889,266.00

Excavation

\$37402

Aspen Grove

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Sheridan City Board of Adjustments
Decision

At the April 13, 2006 meeting of the Sheridan City Board of Adjustments, the following item was heard at an advertised public hearing and voted on by a quorum of members.

Grantor: City of Sheridan
Grantee: Boe Gregson & Milt Geiger

Consideration of **VAR 06-05**, 424 Gladstone; request for a variance from the 5 foot side property set back requirements to allow an addition 4.0 feet from property line located in Lot 3 Bock 7, South Park Addition, Sheridan, Wyoming.

This request was granted.

The motion by the Board of Adjustments allows Mr. Gregson and Mr. Geiger a variance from the 5 foot side property set back requirements to allow an addition 4.0 feet from the property line with the following findings:

Findings and stipulations for this request were as follows:

1. Given the internal configuration of the home, the addition is in an optimal location.
2. The new addition does not come any closer to the northern property line than the existing home.
3. The driveway for the home to the north falls between that home and the addition for which the variance is being requested. This further buffers the residential structures from each other.
4. The variance as proposed would not be detrimental to the surrounding neighborhood, and is in harmony with the type and style of development in the surrounding area.
5. The home and future addition will only be 3.9 feet rather than 4.0 feet from the northern property line.

Conclusions of Law:

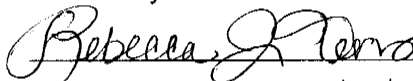
1. The request was in accordance with the Sheridan City Code, Appendix A, Section 14 and with Wyoming Statutes, 15-1-605.
2. The public hearing for this request was held in accordance with the requirements of Sheridan City Code, Appendix A, Section 14 and 15-1-605, Wyoming Statutes.

Acknowledged by:


Chairman, Board of Adjustments

The foregoing instrument was acknowledged before me this 8 day of June, 2006.

Witness my hand and official seal.





My commission expires 10/12/2008.

STATE OF WYOMING
COUNTY OF SHERIDAN

I hereby certify that the above instrument was filed for record in my office at _____ o'clock _____, 2006 and recorded in Plat Book number _____ on Page number _____.

542957 VARIANCE
BOOK 475 PAGE 0094
RECORDED 06/09/2006 AT 04:00 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Sheridan City Board of Adjustments
Decision

At the April 13, 2006 meeting of the Sheridan City Board of Adjustments, the following item was heard at an advertised public hearing and voted on by a quorum of members.

Grantor: City of Sheridan
Grantee: Frank Smedley

VAR 06-06, 745 Park Street, request of a variance from the 20 ft. front/side setback requirements on a corner lot to allow a home to set 6 ft from the property line. Located Lot 16, Block 13 of amended Coffeen 2nd Addition, City of Sheridan, Wyoming.

This request was granted.

The motion by the Board of Adjustments allows Mr. Smedley a variance from the 20 ft. front/side setback requirements on a corner lot to allow a home to set 6 ft from the property line with the following findings:

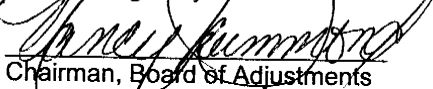
Findings and stipulations for this request were as follows:

1. Given the width of the existing lot it would be essentially impossible to develop without a variance, thus adequately demonstrating hardship.
2. The lot's width of 48 feet would indicate that the intention was that this would be a buildable lot at the time it was platted.
3. The property line begins fifteen feet from the back of the curb, combined with the additional 6 feet of set-back, the home's total distance from the street would be 21 feet if considering the enclosed porch, or 27 feet for the majority of the eastern wall. Park Street was recently improved, and it is unlikely the street will be widened in the foreseeable future. The home will be set 31 feet from the Park Street right-of-way ensuring that there will be no impediment to visibility.
4. Although zoned R-2, this property abuts a B-2 Business zone in which a significant commercial structure set essentially on its Canby Street property line. The proposed home would have little or no negative impact given its surroundings.
5. The applicant has advised of a time constraint also.

Conclusions of Law:

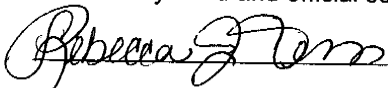
1. The request was in accordance with the Sheridan City Code, Appendix A, Section 14 and with Wyoming Statutes, 15-1-605.
2. The public hearing for this request was held in accordance with the requirements of Sheridan City Code, Appendix A, Section 14 and 15-1-605 Wyoming Statutes.

Acknowledged by:


Chairman, Board of Adjustments

The foregoing instrument was acknowledged before me this 8 day of June, 2006.

Witness my hand and official seal.





My commission expires 10/12/2008

STATE OF WYOMING
COUNTY OF SHERIDAN

542958 VARIANCE
BOOK 475 PAGE 0095
RECORDED 06/09/2006 AT 04:00 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

I hereby certify that the above instrument was filed for record in my office at _____ o'clock _____, 2006 and recorded in Plat Book number _____ on Page number _____.
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