

Development Agreement for
Elmwood Estates Subdivision

This Agreement is made, entered into, and effective as of this 15th day of December 2025, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter referred as the "City", and NJS DEVELOPMENT LLC, hereinafter referred to known as the "Developer." The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for the development of the Elmwood Estates Subdivision, hereinafter referred to as the "Subdivision".

Section 1. GENERAL CONDITIONS

- A. The terms of this Agreement shall be binding on all heirs, successors, and assigns of the Developer. In the event of a transfer of all or any portion of the Subdivision by the Developer, the Developer shall be relieved of any and all obligations with respect to the transferred Subdivision upon acceptance of the transfer by the City and the execution of all required documents and financial assurance by the transferee. The City's acceptance of the transfer shall not be unreasonably withheld.
- B. The development of the Subdivision is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, as well as adopted City of Sheridan Standards for Street and Utility Construction.
- C. Public improvements provided by the Developer for the Subdivision shall consist of the following as per plans and specifications approved by the City Engineer:
 - Site Grading
 - Street Improvements
 - Water System
 - Sanitary Sewer
 - Storm Drainage System
- D. The Developer shall provide financial assurances for public improvements pursuant to and in conformance with Sheridan City Code, Appendix B., Article 7. Financial assurances in the amount of **\$1,650,304.50** shall cover the below costs established by the provided Engineer's Opinion of Probable Construction Cost for Public Improvements.

Additionally, the Developer shall warrant all improvements with financial assurances in the amount of **\$165,030.45**, ten percent (10%) of the total value of the improvements, for a period of one (1) year following the date the improvements were accepted by the City. Any failure, defect, or deficiency of the improvements during the one (1) year warranty period shall be corrected by the Developer to the satisfaction of the Director of Public Works at the sole expense of the Developer. Failure to do so may result in calling of the financial assurances by the City.

1.	Street/Grading/Subdivision Improvements	\$796,724.50
2.	Water System	\$145,955.00
3.	Sanitary Sewer	\$200,125.00
4.	Storm Drainage	\$3,500.00
5.	General Construction Costs	\$504,000.00
6.	10% Warranty	\$165,030.45
TOTAL		\$1,815,334.95

The above financial assurances shall have appropriate amounts released upon the verification and acceptance of completed public improvements by the City.

- E. Developer shall have all required improvements completed and accepted by the City within twenty-four (24) months from the date the Subdivision final plat was approved by the City Council.
- F. Developer shall provide test results, inspection reports and suitable as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for

roadway improvements and water and sewer utilities for the Subdivision. Water and sewer utilities must be approved and accepted by City prior to issuance of further building permits for the Subdivision. 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.
- H. Any pedestrian pathway or sidewalk disturbed by building construction or installation of utilities for the Subdivision shall be restored by the Developer to at least its condition prior to the damage caused by the building construction or installation of utilities for the Subdivision.
- I. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.
- J. Sidewalks shall be installed by the Developer prior to the issuance of a Certificate of Occupancy.

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 hereto. Should the Developer fail to comply with any of the conditions in Section 1 of this Agreement or applicable Sheridan City Code, the City will send a letter to the Developer listing the conditions for which the Subdivision is not compliant. If the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within three (3) weeks of the date of said letter of non-compliance, the City reserves the right to withhold any future development approvals for the Subdivision, withhold the release of financial assurances, exercise or call the financial assurances, repeal the plat, and pursue any other enforcement means available under Sheridan City Code and state and federal law.

Section 4. TERMINATION

Any amendment, revision, or termination of this Agreement shall be made in writing and executed by all parties to this Agreement.

Section 5. 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 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:

Richard Bridger
Richard Bridger, Mayor

Attest:

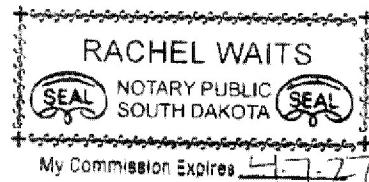
Ashlee Foster
Ashlee Foster, City Clerk

For the Developer:

By: M. Stencil
Name: Nathan Stencil
Title: President

The above and foregoing Agreement was
Subscribed, Sworn, and Acknowledged before
me by Nathan Stencil
this 15 day of December 2025.
My Commission expires
4-7-27

Rachel Waits
Notary Public





Engineer's Estimate
 Project #: 4984
 Project Name: Stencil Sheridan Apts - ZAYD ROAD

Date: 11/20/2025

Item	Item Description	Qty	Unit	Unit Price	Total
1020.00	BONDS AND INSURANCE	1	LS	\$ 5,000.00	\$ 5,000.00
1020.01	CONTRACTOR TESTING	1	LS	\$ 7,000.00	\$ 7,000.00
1020.02	CONSTRUCTION STAKING	1	LS	\$ 7,000.00	\$ 7,000.00
1020.03	SURVEY MONUMENTATION	1	LS	\$ 50,000.00	\$ 50,000.00
1030.00	MOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00
1035.00	FORCE ACCOUNT	1	LS	\$ 80,000.00	\$ 80,000.00
1050.00	CONSTRUCTION TRAFFIC CONTROL/SITE SAFETY	1	LS	\$ 10,000.00	\$ 10,000.00
1050.03	VARIABLE MESSAGE SIGN PANEL	1	EA	\$ 6,000.00	\$ 6,000.00
1563.00	STORMWATER MANAGEMENT & EROSION CONTROL	1	LS	\$ 7,000.00	\$ 7,000.00
2206.00	NON-DESTRUCTIVE SUBSURFACE EXCAVATION LOCATE (POTHOLING)	8	EA	\$ 1,000.00	\$ 8,000.00
2050.00	SAWCUTTING	180	LF	\$ 22.00	\$ 3,960.00
2210.00	BORROW EXCAVATION	19,455	CY	\$ 10.00	\$ 194,550.00
2250.00	REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 5,000.00	\$ 5,000.00
2250.01	REMOVAL OF FENCE	150	LF	\$ 10.00	\$ 1,500.00
2250.02	REMOVAL OF CURB AND GUTTER	165	LF	\$ 15.00	\$ 2,475.00
2250.03	REMOVAL OF SIDEWALK	800	SF	\$ 35.00	\$ 28,000.00
2231.00	CRUSHED BASE - GRADING 'W' - 4"	300	SY	\$ 14.00	\$ 4,200.00
2231.01	CRUSHED BASE - GRADING 'W' - 6"	2,660	SY	\$ 15.00	\$ 39,900.00
2231.02	CRUSHED BASE - GRADING 'W' - 8"	85	SY	\$ 20.00	\$ 1,700.00
2280.00	TOPSOIL STRIPPING - 4"	950	CY	\$ 3.00	\$ 2,850.00
2280.01	TOPSOIL PLACING - 4"	615	CY	\$ 4.00	\$ 2,460.00
2512.00	PLANT MIX PAVEMENT (TYPE II) GRADING 'A' - 2"	835	SY	\$ 17.00	\$ 14,195.00
2512.01	PLANT MIX PAVEMENT (TYPE II) GRADING 'D' - 2"	835	SY	\$ 16.00	\$ 13,360.00
2570.00	ADJUST WATER VALVE TO FINISH GRADE (W / CONCRETE COLLAR)	1	EA	\$ 750.00	\$ 750.00
2645.00	FIRE HYDRANT ASSEMBLY - 6"	1	EA	\$ 13,000.00	\$ 13,000.00
2665.00	8" WET TAP	3	EA	\$ 8,500.00	\$ 25,500.00
2665.01	WATER MAIN PVC (C-900) - 8"	260	LF	\$ 75.00	\$ 19,500.00
2665.02	WATER BENDS (11.25 DEG.) - 8"	3	EA	\$ 800.00	\$ 2,400.00
2665.03	GATE VALVE (+ BOX) - 8"	1	EA	\$ 5,100.00	\$ 5,100.00
2665.04	SWIVEL TEE - 8" X 8" X 6"	1	EA	\$ 4,000.00	\$ 4,000.00
2665.05	TEE - 8" X 8" X 16"	1	EA	\$ 2,500.00	\$ 2,500.00
2665.06	8" CAP	1	EA	\$ 1,100.00	\$ 1,100.00
2665.07	WATER SERVICE (C-900) - 6"	15	LF	\$ 68.00	\$ 1,020.00
2665.08	GATE VALVE (+ BOX) - 6"	1	EA	\$ 2,100.00	\$ 2,100.00
2700.00	4" SANITARY SEWER CLEANOUT	1	EA	\$ 675.00	\$ 675.00
2700.01	SANITARY SEWER MAIN PVC SDR 35 - 8"	1,315	LF	\$ 90.00	\$ 118,350.00
2700.02	SANITARY SEWER SERVICE PVC SDR 35 - 8"	35	LF	\$ 90.00	\$ 3,150.00
2700.03	SANITARY MANHOLE - 48" DIA (10 FOOT)	2	EA	\$ 8,500.00	\$ 17,000.00
2700.04	SANITARY MANHOLE - 48" DIA (15 FOOT)	3	EA	\$ 10,250.00	\$ 30,750.00
2700.05	SANITARY MANHOLE - 48" DIA (20 FOOT)	1	EA	\$ 25,000.00	\$ 25,000.00
2722.00	ADJUST MANHOLE TO FINISH GRADE	1	EA	\$ 2,600.00	\$ 2,600.00
2725.02	RIPAP D50 = 9"	10	CY	\$ 175.00	\$ 1,750.00
2805.00	ALUMINUM SIGN PANEL	25	SF	\$ 35.00	\$ 875.00
2805.01	SIGN POSTS 2'x2' 12 GAUGE TYPE I (TELSPAR)	5	EA	\$ 300.00	\$ 1,500.00
2805.02	BARRICADES	3	EA	\$ 500.00	\$ 1,500.00
2900.00	REVEG SEEDING AND MULCHING (DRYLAND SEED MIX)	2	AC	\$ 1,600.00	\$ 3,200.00
3030.00	CURB AND GUTTER - TYPE 'B'	455	LF	\$ 40.00	\$ 18,200.00
3030.01	6" VALLEY PAN - 8"	25	SY	\$ 125.00	\$ 3,125.00
3030.02	CONCRETE PAVEMENT - 8"	25	SY	\$ 200.00	\$ 5,000.00
3030.03	CONCRETE FILLET - 27.50' RADIUS	2	EA	\$ 4,250.00	\$ 8,500.00
3030.04	CONCRETE SIDEWALKS - 4"	300	SY	\$ 95.00	\$ 28,500.00
3340.00	DETECTABLE WARNING PLATES, 2' X 2.5'	4	EA	\$ 300.00	\$ 1,200.00
4000.00	THERMOPLASTIC 5' X 1 CROSSWALK BARS	25	SF	\$ 50.00	\$ 1,250.00
4000.01	THERMOPLASTIC STOP BARS - 8" SOLID WHITE	20	LF	\$ 1.50	\$ 30.00
4000.02	YELLOW CURB PAINT	455	LF	\$ 1.50	\$ 682.50
ESTIMATE TOTAL:					\$ 893,857.50

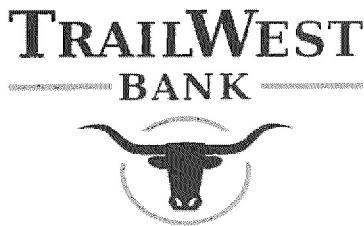


Engineer's Estimate
 Project #: 4984
 Project Name: Stencil Sheridan Apts - HISHAM DRIVE

Date: 11/20/2025

Item	Item Description	Qty	Unit	Unit Price	Total
1020.00	BONDS AND INSURANCE	1	LS	\$ 4,000.00	\$ 4,000.00
1020.01	CONTRACTOR TESTING	1	LS	\$ 5,000.00	\$ 5,000.00
1020.02	CONSTRUCTION STAKING	1	LS	\$ 5,000.00	\$ 5,000.00
1020.03	SURVEY MONUMENTATION	1	LS	\$ 50,000.00	\$ 50,000.00
1030.00	MOBILIZATION	1	LS	\$ 37,000.00	\$ 37,000.00
1035.00	FORCE ACCOUNT	1	LS	\$ 150,000.00	\$ 150,000.00
1050.00	CONSTRUCTION TRAFFIC CONTROL/SITE SAFETY	1	LS	\$ 8,000.00	\$ 8,000.00
1050.03	VARIABLE MESSAGE SIGN PANEL	1	EA	\$ 6,000.00	\$ 6,000.00
1563.00	STORMWATER MANAGEMENT & EROSION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
2206.00	NON-DESTRUCTIVE SUBSURFACE EXCAVATION LOCATE (POTHOLING)	4	EA	\$ 1,000.00	\$ 4,000.00
2050.00	SAWCUTTING	150	LF	\$ 22.00	\$ 3,300.00
2210.00	BORROW EXCAVATION	17,944	CY	\$ 10.00	\$ 179,440.00
2250.00	REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 10,000.00	\$ 10,000.00
2250.01	REMOVAL OF FENCE	240	LF	\$ 10.00	\$ 2,400.00
2250.02	REMOVAL OF CURB AND GUTTER	135	LF	\$ 15.00	\$ 2,025.00
2250.03	REMOVAL OF SIDEWALK	645	SF	\$ 35.00	\$ 22,575.00
2231.00	CRUSHED BASE - GRADING 'W' - 4"	450	SY	\$ 14.00	\$ 6,300.00
2231.01	CRUSHED BASE - GRADING 'W' - 6"	1,750	SY	\$ 15.00	\$ 26,250.00
2231.02	CRUSHED BASE - GRADING 'W' - 8"	90	SY	\$ 20.00	\$ 1,800.00
2280.00	TOPSOIL STRIPPING - 4"	590	CY	\$ 3.00	\$ 1,770.00
2280.01	TOPSOIL PLACING - 4"	340	CY	\$ 4.00	\$ 1,360.00
2512.00	PLANT MIX PAVEMENT (TYPE II) GRADING 'A' - 2"	1,450	SY	\$ 17.00	\$ 24,650.00
2512.01	PLANT MIX PAVEMENT (TYPE II) GRADING 'D' - 2"	1,450	SY	\$ 16.00	\$ 23,200.00
2645.00	FIRE HYDRANT ASSEMBLY - 6"	1	EA	\$ 13,000.00	\$ 13,000.00
2665.00	8" WET TAP	1	EA	\$ 8,500.00	\$ 8,500.00
2665.01	WATER MAIN PVC (C-900) - 8"	375	LF	\$ 75.00	\$ 28,125.00
2665.02	WATER BENDS (11.25 DEG.) - 8"	1	EA	\$ 800.00	\$ 800.00
2665.03	WATER BENDS (22.50 DEG.) - 8"	3	EA	\$ 800.00	\$ 2,400.00
2665.04	GATE VALVE (+ BOX) - 8"	1	EA	\$ 5,100.00	\$ 5,100.00
2665.05	SWIVEL TEE - 8" X 8" X 6"	1	EA	\$ 4,000.00	\$ 4,000.00
2665.06	TEE - 8" X 8" X 16"	1	EA	\$ 2,500.00	\$ 2,500.00
2665.07	9" CAP	1	EA	\$ 1,100.00	\$ 1,100.00
2665.08	WATER SERVICE (C-900) - 6"	20	LF	\$ 68.00	\$ 1,360.00
2665.09	GATE VALVE (+ BOX) - 6"	1	EA	\$ 2,100.00	\$ 2,100.00
2722.00	ADJUST MANHOLE TO FINISH GRADE	1	EA	\$ 2,600.00	\$ 2,600.00
2725.00	RIPAP D50 = 9"	10	CY	\$ 175.00	\$ 1,750.00
2805.00	ALUMINUM SIGN PANEL	30	SF	\$ 35.00	\$ 1,050.00
2805.01	SIGN POSTS 2"x2" 12 GAUGE TYPE I (TELSPAR)	7	EA	\$ 300.00	\$ 2,100.00
2805.02	BARRICADES	3	EA	\$ 500.00	\$ 1,500.00
2900.00	REVEG. SEEDING AND MULCHING (DRYLAND SEED MIX)	1	AC	\$ 1,600.00	\$ 992.00
3030.00	CURB AND GUTTER - TYPE 'B'	780	LF	\$ 40.00	\$ 31,200.00
3030.01	6' VALLEY PAN - 8"	40	SY	\$ 125.00	\$ 5,000.00
3030.02	CONCRETE FILLET - 17.00" RADIUS	2	EA	\$ 3,000.00	\$ 6,000.00
3030.03	CONCRETE FILLET - 27.50" RADIUS	2	EA	\$ 4,250.00	\$ 8,500.00
3030.04	CONCRETE SIDEWALKS - 4"	450	SY	\$ 95.00	\$ 42,750.00
3340.00	DETECTABLE WARNING PLATES. 2' X 2.5'	8	EA	\$ 300.00	\$ 2,400.00
4000.00	THERMOPLASTIC 5' X 1' CROSSWALK BARS	25	SF	\$ 50.00	\$ 1,250.00
4000.01	THERMOPLASTIC STOP BARS - 8" SOLID WHITE	20	LF	\$ 1.50	\$ 30.00
4000.02	YELLOW CURB PAINT	780	LF	\$ 1.50	\$ 1,170.00
ESTIMATE TOTAL					\$ 758,347.00
ZAYD TOTAL + HISHAM TOTAL					\$ 1,650,364.50





2025-804203 12/16/2025 9:25 AM PAGE: 6 OF 6
FEES: \$27.00 IH AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

December 8, 2025

City of Sheridan
55 Grinnell Plaza
Sheridan, WY 82801

RE: Irrevocable Letter of Credit #560
Elmwood Estates Subdivision

To Whom It May Concern:

We hereby issue Irrevocable Letter of Credit number 560, in your favor for the account of **NJS Development LLC** in the amount of One Million Eight Hundred Fifteen Thousand Three Hundred Thirty-Four Dollars and Ninety-Five Cents, (**\$1,815,334.95**) available upon written demand and signed by an authorized agent of The City of Sheridan, only for the purpose of completing the Elmwood Estates subdivision.

This Letter of Credit is only Irrevocable to the extent of improvements not completed. Any disbursements made at the direction of the City of Sheridan, which are for public improvements, will reduce this Letter of Credit by that amount when completed.

Demand must be made no later than December 8, 2027. Each draft must bear on its face the clause "Drawn under Irrevocable Letter of Credit No. 560 dated 12/8/2025 of TrailWest Bank. Draws presented by the City of Sheridan shall be supported by documents identifying costs to complete the improvements on the site. A scan of this security will be accepted for each draw or the entire letter of credit amount.

Sincerely,


Megan McKenzie, AVP
TrailWest Bank

NO. 2025-804203 AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CITY OF SHERIDAN 55 GRINNELL PLZ
SHERIDAN WY 82801-3930

224 W. Pinckney St.
P.O. Box 150
Hamilton, MT 59840
Phone: (406) 363-1222
Toll Free: (888) 363-1222
Fax: (406) 363-5007
www.trailwest.bank