

General Agreement for  
Aspen Grove Planned Unit Development (PUD)

This agreement is made and entered into as of this 9<sup>th</sup> 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 MC<sub>2</sub> 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

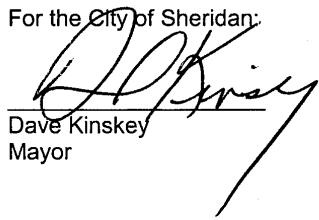
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

#### Section 7. GOVERNMENTAL IMMUNITY

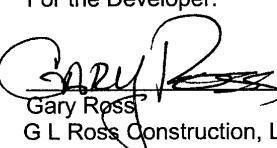
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

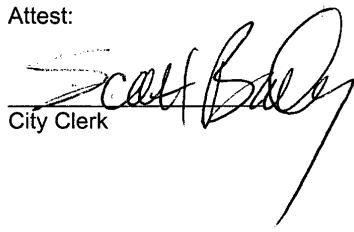
For the City of Sheridan:

  
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. 2005  
My commission expires 10/12/2008

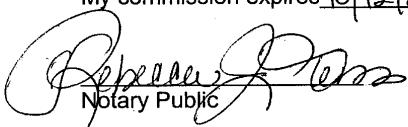
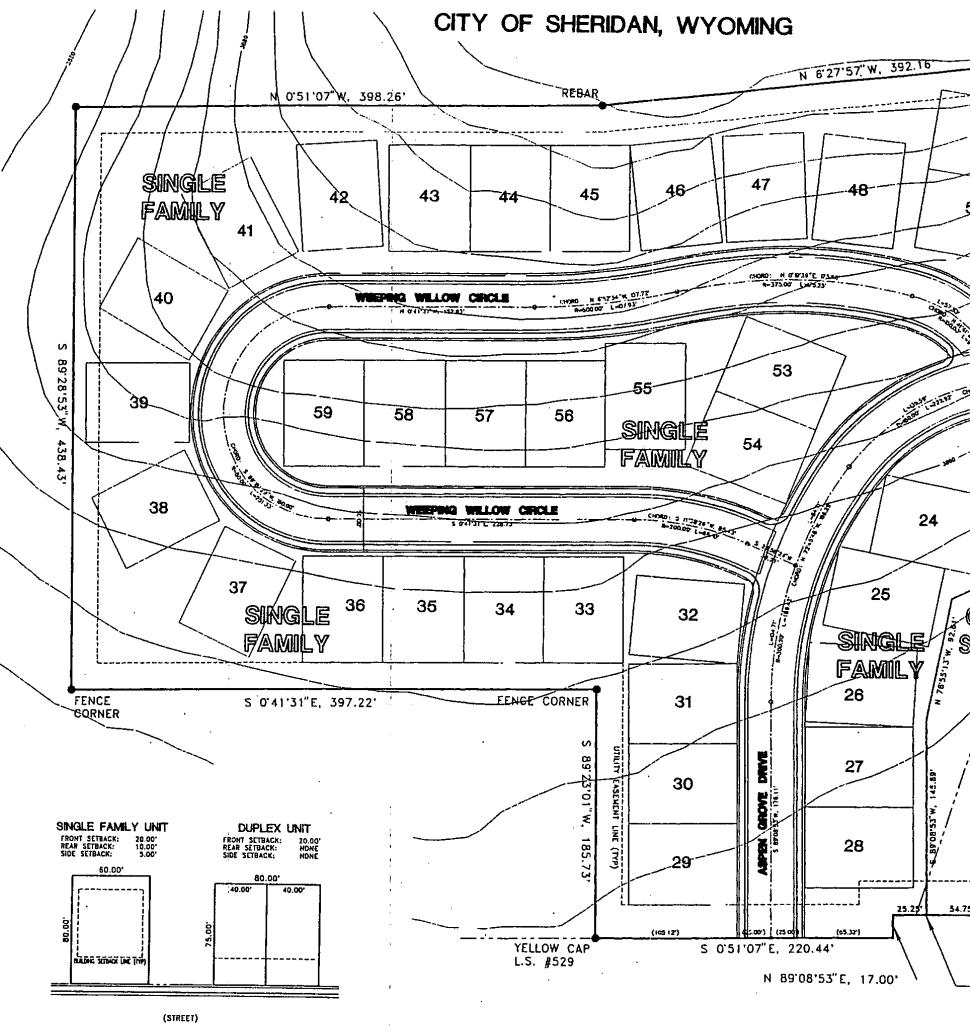
  
Rebecca J. Tervo  
Notary Public

EXHIBIT A CONCEPTUAL PLAN

PRELIMINARY PLAT OF  
ASPEN GROVE  
PLANNED UNIT DEVELOPMENT

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



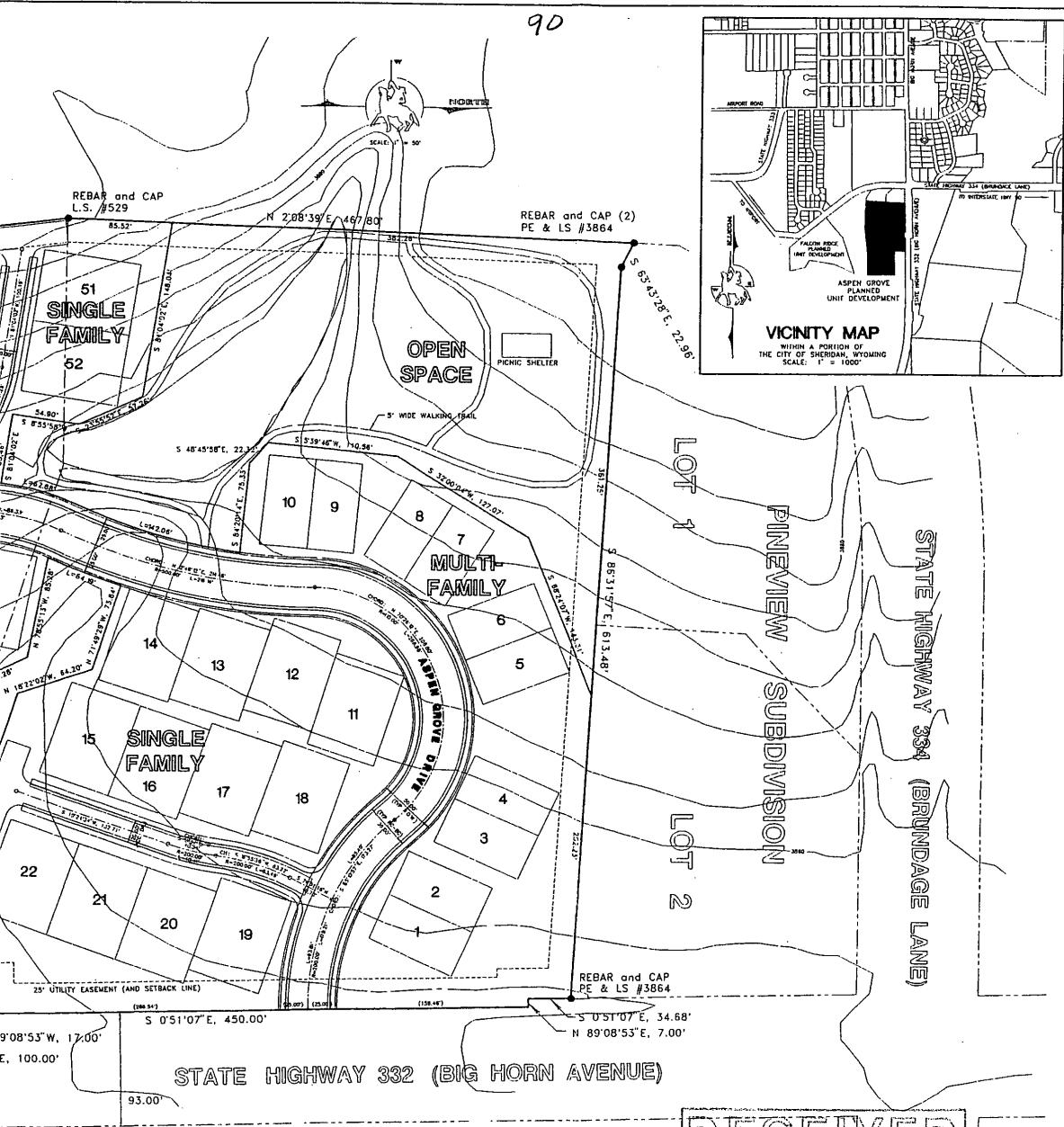
MENTOCK ENGINEERING  
CONSULTING ENGINEERS AND LAND SURVEYORS  
1030 NORTH MAIN ST.  
10100 LACE, No. 2  
SHERIDAN, WY 82801  
Phone 307-674-4224  
Fax 307-672-9492

NOTES:

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

"ACCESS DRIVES"  
(POSTED: "NO PAR")

ZONING: "P.U.D."

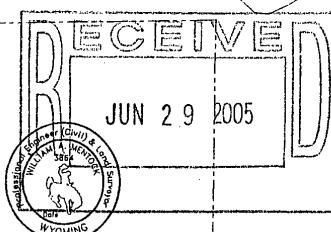


PREPARED FOR:

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



JUNE 28, 2005

AS  
PLANNED

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

DECLARATION

THIS PLAT IS THE RE-SUBDIVISION  
WYOMING, AS RECORDED IN  
CLERK. ALL EARLIER PLATS  
HEREBY VACATED.

CERT

KNOW ALL MEN BY THESE PRESENTS,  
PROPRIETOR OR PARTIES OF  
THAT THE FOREGOING PLAT  
TOWNSHIP 65 NORTH, RANGE  
DESCRIBED AS FOLLOWS:

LOTS 1 AND  
ADDITION 1  
AND CONTAINS AN AREA OF

THAT THIS SUBDIVISION, AS  
AND IN ACCORDANCE WITH  
PLAT OF THE AREA AS IT IS

THAT THE UNDERSIGNED OWN  
CITY OF SHERIDAN AND ITS  
EASEMENTS AND OTHER PROPERTY  
INDICATED, AND NOT ALREADY

UTILITY EASEMENTS, AS DES  
LICENSED FOR THE USE OF  
SEWER LINES, WATER LINES  
TYPE OF PUBLIC UTILITIES

DRAINAGE EASEMENTS, AS D  
LICENSEES FOR PUBLIC USE  
OF ALL STRUCTURES OR OTHER

ALL RIGHTS UNDER AND BY  
WAIVED AND RELEASED.

EXECUTED THIS \_\_\_\_\_

BY: \_\_\_\_\_  
G.L. ROSS CONSTRUCTION  
GARY ROSS, MANAGER

BY: \_\_\_\_\_  
FIRST FEDERAL SAVIN

BY: \_\_\_\_\_  
HOURS OF KENT MOORE

STATE OF WYOMING

COUNTY OF SHERIDAN

THE FOREGOING INSTRUMENT  
DAY OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF WYOMING }  
COUNTRY OF SHERIDAN }  
THE FOREGOING INSTRUMENT  
DAY OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF WYOMING }  
COUNTRY OF SHERIDAN }  
THE FOREGOING INSTRUMENT  
DAY OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

THE ABOVE SIGNED FIRST  
PROPERTY ENBRACED BY THE  
AND THE PROPERTY DESCRIBED  
THIS PLAT, CONSENTS TO  
EASEMENTS, OPEN SPACES  
DESCRIBED ON THIS PLAT.

THE ABOVE SIGNED HEREBY  
ENBRACED BY THIS SUBDIVISION  
EX-OFFICIO RECORDER OF  
PLAT, CONSENTS TO THE  
EASEMENTS, OPEN SPACES  
DESCRIBED ON THIS PLAT.

BOUNDARY COORDINATES		
PT	NORTHING	EASTING
1	1495332.883	597214.821
2	1496231.094	597208.900
3	1497031.548	597207.339
4	1497081.741	597187.739
5	1497078.076	597208.205
6	1497040.922	597187.700
7	1497040.922	597187.700
8	1497008.389	597212.659
9	1496335.448	597212.397
10	1496335.448	597212.397
11	1496456.458	597208.077
12	1496456.458	597208.077
13	1496230.042	597204.154
14	1496230.042	597204.154
15	1495326.651	597203.326

LOT CORNER COORDINATES		
PT	NORTHING	EASTING
1	1495959.070	597206.104
2	1495959.070	597206.104
3	1497073.548	597207.207
4	1495535.487	597208.311
5	1497028.341	597208.624
6	1495535.487	597208.624
7	1497028.341	597208.624
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10	1496539.769	597205.355
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205		

PLAT OF  
ASPIN GROVE  
DEVELOPMENT

SECTION OF LOTS 1 and 2  
TO THE CITY OF SHERIDAN, WYOMING  
SECTION 3, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH PM.

G PREVIOUS PLATTING

AND 2, MOORE-MEYERS ADDITION TO THE CITY OF SHERIDAN,  
PLAT 42, OF THE RECORDS OF THE SHERIDAN COUNTY  
SHEET, ENCAPSULATED 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:

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

MEYERS

SHERIDAN, WYOMING

RE OF LESS, AND

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

SHAPES AND DESCRIBED PLAT DOES HEREBY DEPENDS TO THE  
USE FOR THE INDICATED PURPOSES, STREETS, ALLEYS,  
THE BOUNDARY LINES OF THE PLANNED UNIT DEVELOPMENT, AS  
INDICATED FOR PUBLIC USE.

ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN AND ITS  
5 OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING  
TELEPHONE, TELEGRAPH, CABLE, UTILITY LINES AND OTHER FORMS AND  
GENERICALLY AUTHORIZED BY THE PUBLIC.

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

WESTEND EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY

2006.

STATE

DODG BEFORE ME THIS  
Y ROSS

NOTARY PUBLIC

DODG BEFORE ME THIS

Y

BLIC

DODG BEFORE ME THIS

Y KENT MOORE

BLIC

HERAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE PROPERTY  
T, WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY  
ON \_\_\_\_\_, 2006, AND IS IDENTIFIED AS SHERIDAN COUNTY  
DE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS PARKS,  
DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND  
ATTACHED MORTGAGE.

REDAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE PROPERTY  
MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY  
ON \_\_\_\_\_, 2006, AND IS IDENTIFIED AS SHERIDAN COUNTY  
DE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS PARKS,  
DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND  
ATTACHED MORTGAGE.

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NOTES:

1. WEEFING WILLOW COURT, WEEFING BIRCH COURT AND ASPIN GROVE DRIVE  
RIGHTS TO BE DEDICATED AS PUBLIC RIGHT OF WAY FOR INGRESS,  
EGRESS AND SERVICE. (35' WIDE BACK CURB TO BACK CURB)
2. 20' WIDE "ACCESS DRIVE" (JUNIPER LANE & LARCH LANE) ARE NOT DEDICATED  
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.O."
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 RIGHT-OF-WAY RIGHTS TO FORCIBLY  
REDIRECT 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  
MAYOR AND CITY COUNCIL OF THE CITY OF SHERIDAN THAT HAVE BEEN ADOPTED  
BUILDING STANDARDS. BUILDING STANDARDS THAT HAVE BEEN ADOPTED BY THE  
CITY 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 THIS PLAT.
8. OUTLOT B IS DESIGNATED AS A PEDESTRIAN AND BICYCLE EASEMENT FOR THE  
SHERIDAN PATHWAY SYSTEM.

ZONE	AREA	FCI	LOT #
SIMLE FAMILY	5.510 acres	35.17%	11-60
MULTI-FAMILY	0.689 acres	4.23%	1-10
ROAD R.O.W.	2.871 acres	16.22%	
OUTLOT AREA	7.206 acres	46.38%	
TOTAL	16.276 acres	100.00%	

CERTIFICATE OF SURVEYOR

STATE OF WYOMING  
COUNTRY 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 ASPIN GROVE PLANNED UNIT DEVELOPMENT, AS LAY OUT, PLATED, DEDICATED AND SHOWN HEREON, THAT THE  
PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN, 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. 3854

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 CLEARED 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

RECEIVED  
MAR 15 2006

CERTIFICATE OF RECORDER

STATE OF WYOMING  
COUNTRY OF SHERIDAN

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER  
AT \_\_\_\_\_ O'CLOCK, ON \_\_\_\_\_, 2006,  
AND IS DULY RECORDED IN DRAWER \_\_\_\_\_, PLAT NUMBER \_\_\_\_\_.

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	Engineers 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	\$ 450.00	\$ 2,700.00
113	Cathodic Protection Test Station	EA	2	\$ 325.00	\$ 650.00
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	21680	\$ 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
<b>Total</b>				<b>\$ 889,266.00</b>	

EXPLANATION

\$37402

