

**Development Agreement for
Poplar Grove P.U.D., Phase Three Subdivision**

This agreement is made and entered into as of this _____ day of _____, 2014, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Trust Company of America FBO John W. Muecke**, 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 the development of the Poplar Grove P.U.D., Phase Three, subdivision:

Section 1. GENERAL CONDITIONS

- A. The terms of this agreement shall be binding on all heirs, successors, and assigns of the Developer.
- B. The development of the Poplar Grove P.U.D., Phase Three, subdivision, is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, the approved Conceptual Plan for the Poplar Grove Planned Unit Development, as well as adopted City of Sheridan Standards for Street and Utility Construction.
- C. Outlots C and F as shown on the final plat of the Poplar Grove P.U.D. Phase Three, shall remain in perpetuity as an open space area, and no improvements shall be constructed other than landscaping as shown on a landscaping plan approved by the City Director of Public Works.
- D. Development of the Poplar Grove P.U.D., Phase Three, subdivision, shall occur in a single phase:

Phase A will consist of the following improvements:

- site grading,
- drainage improvements,
- installation of water and sewer and storm sewer mains,
- installation of a irrigation service line for Out Lot B
- paving, curb, gutter, and sidewalks for extensions Lookout Point Dr. and Willow Trail.

All construction shall be completed as per plans and specifications approved by the City Engineer. Completion of Phase A shall occur no later than, April 7, 2016.

- 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:

- 1. Paving, curb, gutter, and sidewalk - \$237,189
- 2. Sewer and water - \$83,402
- 3. Total Public Infrastructure - \$320,591
- 4. Public Infrastructure plus 10% contingency - \$352,651

The financial assurances shall have appropriate amounts released upon verification by the City Engineer of completion of each portion of infrastructure 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 roadway improvements and water and sewer utilities for the Poplar Grove P.U.D., Phase Three, subdivision. Water and sewer utilities shall be approved and accepted by City prior to issuance of building permits for the Poplar Grove P.U.D., Phase Three, 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.

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- H. Any pedestrian pathway or sidewalk disturbed by building construction or installation of utilities for the Poplar Grove P.U.D., Phase Three, 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 Poplar Grove P.U.D., Phase Three, subdivision.
- I. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.

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 Poplar Grove P.U.D., Phase Three, subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Poplar Grove P.U.D., Phase Three, subdivision, and pursue any other enforcement means available under Sheridan City Code and state statute, if the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within Three weeks of the date of the letter of non-compliance.

Section 3. EFFECTIVE DATE

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

Section 4. TERMINATION

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

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:

Dave Kinskey

Mayor

For the Developer:

Trust Company of America
FBO John W. Muecke

Attest:

Sam Boley
City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by Sam Boley this 9 day
of April, 2014.
My commission expires 8-26-17
Denise Courtney
Notary Public

DENISE COURTNEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20014023507
MY COMMISSION EXPIRES AUGUST 26, 2017

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Poplar Grove
Phase III
Engineer's Opinion of Probable Cost - For Letter of Credit

Item #	Item	Unit	Cost/unit	Quantity	Extended Cost
120	8" DR18 water	LF	\$ 28	320	\$ 8,960
121	6" DR18 water	LF	\$ 20	440	\$ 8,800
122	8" and 6" fittings	EA	\$ 300	4	\$ 1,200
123	Fire Hydrant Assembly	EA	\$ 4,600	2	\$ 9,200
124	Connect to existing waterline	EA	\$ 750	3	\$ 2,250
126	1" service line	LF	\$ 15	460	\$ 6,900
127	1" service tap and curbstop	EA	\$ 400	21	\$ 8,400
128	8" SDR35 sewer	LF	\$ 32	681	\$ 21,792
129	Manholes	EA	\$ 2,200	3	\$ 6,600
130	4" sewer service line	LF	\$ 15	480	\$ 7,200
131	4" sewer service tap	EA	\$ 100	21	\$ 2,100
133	Crushed base	SY	\$ 13.50	4815	\$ 65,003
134	Asphalt Surfacing	SY	\$ 23	4342	\$ 99,866
135	Curb and Gutter	LF	\$ 20	1700	\$ 34,000
136	Sidewalk	SY	\$ 40	958	\$ 38,320
Total					\$ 320,591

