

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF
WESTON COUNTY, WYOMING**

WHEREAS the Weston County Planning And Zoning Commission has reviewed Weston County's existing subdivision rules and regulations and made recommendations to the Board of County Commissioners of Weston County, Wyoming to revise the rules and regulations; and

WHEREAS the Board of County Commissioners of Weston County, Wyoming, held a public hearing on July 17, 2012, as required by law to receive comments from the public regarding the proposed subdivision rules; and

WHEREAS the Board of County Commissioners of Weston County, Wyoming believes the proposed amended subdivision rules should be adopted as the Weston County Subdivision And Lot Division Rules to replace Weston County's existing subdivision rules and regulations; and

WHEREAS the Board of County Commissioners of Weston County, Wyoming has thoroughly reviewed the proposed Weston County Subdivision And Lot Division Rules and finds that it is the best interest of Weston County, Wyoming, its residents and the public in general, to adopt said Rules to replace all of Weston County's existing subdivision rules and regulations.

THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS IN AND FOR WESTON COUNTY, WYOMING THAT:

The proposed Weston County Subdivision Rules And Regulations in Effect as of July 17, 2012, are hereby adopted. All prior subdivision rules and regulations of Weston County, Wyoming, are hereby repealed as of July 17, 2012, except that any subdivision application properly filed with the Weston County Clerk prior to July 17, 2012 may proceed under the County's existing subdivision rules and regulations at the option of the subdivider.

The Weston County Subdivision And Lot Division Rules are adopted pursuant to the authority granted by the Wyoming Administrative Procedure Act and Title 18, Wyoming Statutes, governing counties.

A certified copy of the Weston County Subdivision And Lot Division Rules adopted pursuant to this Resolution shall be filed with the Weston County Clerk as Registrar of Rules and made available for public inspection pursuant to W.S. 16-3-102(b) and W.S. 16-3-104.

Dated this 7th day of AUGUST, 2012

**BOARD OF COUNTY COMMISSIONERS
OF WESTON COUNTY, WYOMING**



Attest:

Mamie C. Krank
Mamie C. Krank, Weston County Clerk

Tom W. Bruce
Tom W. Bruce, Chairman
Jerry Shepperson
Jerry Shepperson, Vice Chairman

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**WESTON COUNTY WYOMING
SUBDIVISION RULES AND REGULATIONS
AS AMENDED AND IN EFFECT AS OF July 17, 2012**

TABLE OF CONTENTS

**CHAPTER I
GENERAL PROVISIONS**

	Page
Section 1. Title	6
Section 2. Authority	6
Section 3. Purpose	6
Section 4. Application and Exemptions	6
Section 5. Subdivision Categories	7

**CHAPTER II
PROCEDURES AND REQUIREMENTS FOR A SINGLE LAND DIVISION**

	Page
Section 1. Application	8
Section 2. Procedures	8
Section 3. Supporting Material	9

**CHAPTER III
PROCEDURES AND REQUIREMENTS FOR A MINOR SUBDIVISION**

	Page
Section 1. Application	10
Section 2. Final Plat Procedures	10
Section 3. Final Plat Contents	11
Section 4. Supporting Materials for Final Plat	13

**CHAPTER IV
PROCEDURES AND REQUIREMENTS FOR A MAJOR SUBDIVISION**

	Page
Section 1. Application	16
Section 2. Preliminary Plat	16
Section 3. Preliminary Plat Procedures	17
Section 4. Preliminary Plat Contents	18
Section 5. Supporting Materials for Preliminary Pla	19
Section 6. Final Plat	20
Section 7. Final Plat Procedures	20
Section 8. Final Plat Contents	21
Section 9. Supporting Materials for Final Plat	23

**CHAPTER V
PROCEEDURES AND REQUIREMENTS FOR PLATTING A PLANNED
UNIT SUBDIVISION (PUD)**

	Page
Section 1. Purpose	27
Section 2. General Requirements and Standards	28
Section 3. Covenants, Ownership and Management	30
Section 4. Infrastructure	31
Section 5. Phasing of the Development	32
Section 6. Findings	33
Section 7. Submission Requirements	34
Section 8. Procedure	34
Section 9. Concept Plan	35
Section 10. Supporting Material	36
Section 11. General Standards	36
Section 12. Master Plan	37
Section 13. Procedure	37
Section 14. Master Plan Content	38
Section 15. Supporting Material	39
Section 16. General Standards	40
Section 17. Preliminary Plat	41

Section 18.	Preliminary Plat Procedures	42
Section 19.	Preliminary Plat Contents	44
Section 20.	Supporting Material for Preliminary Plat	45
Section 21.	Final Plat	46
Section 22.	Final Plat Procedure	46
Section 23.	Final Plat Contents	48
Section 24.	Supporting Material for Final Plat	50
Section 25.	Amending a PUD	56
Section 26.	Development Standards	58
Section 27.	Density	59
Section 28.	Setbacks	60
Section 29.	Open Spaces	60
Section 30.	Conditions	63

**CHAPTER VI
CORRECTED PLATS**

		Page
Section 1.	Process	63

**CHAPTER VII
DESIGN AND ENGINEERING STANDARDS**

		Page
Section 1.	General Standards	64
Section 2.	Lots, Blocks, and Tracts	64
Section 3.	Roads and Streets	65
Section 4.	Water and Sewer Standards	66
Section 5.	Curbs and Gutters	66
Section 6.	Sidewalks	67
Section 7.	Fire Safety Standards	67
Section 8.	Drainage	67
Section 9.	Utility Easements	67
Section 10.	Monuments	68

Section 11.	Maintenance of Improvements	68
Section 12.	Guarantees	68
Section 13.	Inspections	69

**CHAPTER VIII
ADMINISTRATION AND ENFORCEMENT**

		Page
Section 1.	Administration	69
Section 2.	Approval by City or Town	69
Section 3.	Fees	69
Section 4.	Variances	70
Section 5.	Appeals	70
Section 6.	Vacations	71
Section 7.	Investigatory Powers	71
Section 8.	Enforcement	71
Section 9.	Penalties	71
Section 10.	Severability	71
Section 11.	Definitions	71
Section 12.	Effective Date	74

EXHIBITS

		Page
Exhibit A:	Subdivision Exemption Verification Form	75
Exhibit B:	Subdivision Improvement Agreement	77
Exhibit C:	Owners Consent	90
Exhibit D:	Surveyor's Certification	90
Exhibit E:	County Contract Engineer Approval	90
Exhibit F:	Approval of City/Town	91
Exhibit G:	Approval of County Commissioners	92
Exhibit H:	Certification of Filing Final Plat	92

Exhibit I:	Planning & Zoning Commission Recommendation of Approval	93
Exhibit J:	Weston County Lot Division Application	94
Exhibit K:	Disclosure Notice	95
Exhibit L:	Notice of Intent to Subdivide	95
Exhibit M:	Water Right Retention Guidelines	96
Exhibit O:	Subdivision Improvement Agreement for Planned Unit Development (PUD)	98

WESTON COUNTY SUBDIVISION AND LOT DIVISION RULES

CHAPTER I

GENERAL PROVISIONS

Section 1. Title.

These rules shall be known, cited and referred to as the Weston County Subdivision and Lot Division Rules.

Section 2. Authority

These rules are adopted pursuant to and in accordance with the authority vested in the Weston County Commissioners by the statutes of the State of Wyoming, Sections 18-5-301 through 18-5-315, and Sections 34-12-101 through 34-12-115, and Sections 16-3-101 through 16-3-115, as amended.

Section 3. Purpose.

These rules are enacted for the purpose of implementing the Weston County Subdivision Rules by the establishment of requirements and procedures to regulate and control the design and improvement of all subdivision of land within the County to ensure they are consistent with the goals and policies of the Subdivision Rules.

Section 4. Application and Exemptions

a. Application

- (1) Before the Weston County Planning and Zoning Commission will entertain any subdivision, the applicant will pay the applicable statutory subdivision application fee. This will constitute the beginning of the application process.
- (2) These rules shall apply to all unincorporated lands in Weston County, Wyoming, and if within one mile of any city or town are in addition to any regulation of any city or town.
- (3) No person shall subdivide land or commence the physical layout or construction of a subdivision without first obtaining a Subdivision Permit from the Weston County Commissioners in accordance with these rules, subject to penalty of law.
- (4) 'Subdivision' means a division of a lot, tract, parcel or other unit of land into two (2) or more lots, plats, units, sites or other subdivisions of land

for the immediate or future purpose of sale building development or redevelopment, for residential, recreational, industrial, commercial or public uses. The word "subdivide" or any derivative thereof shall have reference to the term including mobile home courts, the creation of which constitutes a subdivision of land

- (5) The division of land where any resulting parcel(s) is less than 35 (35) acres.
- (6) Any further division of any land under 35 acres shall follow these rules and regulations governing subdivisions to prevent the re-division of properties without regulation.

b. Exemptions

Wyoming State Statutes exempt certain land subdivisions from regulation. Landowners and subdividers should review W.S. 18-5-303 to see if their planned subdivision is exempt. If the proposed subdivision is not exempt under State Statute, the subdivision must be permitted under these rules. If the subdivision meets one or more of the listed exemptions in the Statute, the subdivider shall attest to this fact before the Weston County Clerk will accept the deed for recording. The form for this action is shown as Exhibit A.

Section 5. Subdivision Categories

Weston County has established four (4) categories of land subdivision and procedures for each. The categories are:

1. Single Land Division, which divides land into two (2) parcels.
2. Minor Subdivision, which divides land into three (3) to five (5) parcels.
3. Major Subdivision, which divides land into more than five (5) parcels.
4. Planned Unit Development (PUD) - A Major Subdivision wherein a Developer voluntarily agrees to follow the Procedures and Requirements for Platting a Planned Unit Development (Chapter V).

CHAPTER II

PROCEDURES AND REQUIREMENTS FOR A SINGLE LAND DIVISION

Section 1. Application

When a tract of land is to be divided into no more than two (2) parcels and where no new improvements or street dedications would be required to comply with these rules, the subdivider may utilize the Single Land Division process outlined here. Once a tract of land has been divided under this Section, neither parcel may be divided again under this procedure.. Further subdivision must be submitted under either the Minor or Major Subdivision procedures outlined elsewhere in these rules.

Section 2. Procedures

- (1) The Weston County Clerk will schedule a hearing for consideration of a subdivision permit at the next regular meeting of the Weston County Planning and Zoning Commission upon completion of the Weston County Lot Division Application (Exhibit J), payment of statutory fees, and the receipt of the supporting materials outlined in Section 3 of this Chapter.
- (2) Notice of this hearing shall be prepared and mailed by the subdivider, fourteen days in advance of the hearing, to the land owners of record within 1000 feet of the proposed subdivision ; by certified return receipt, proof of which shall be filed as supporting documentation.
- (3) The subdivider or his representative and all other interested parties shall be provided the opportunity to present comments on the proposed land division at the Weston County Planning and Zoning Commission meeting. After evaluation of the application, the Weston County Planning and Zoning Commission shall make findings and recommendations to the Weston County Commissioners for approval or disapproval of the proposed land division.
- (4) After evaluation of the application, the Weston County Commissioners shall approve or disapprove the subdivision application and issue a subdivision permit or ruling within forty-five (45) days after receiving the report from the Weston County Planning and Zoning Commission
- (5) Upon approval of the Subdivision Permit by the Weston County Commissioners, the Survey and other documents prepared for recordation, along with the recording fees, shall be submitted to the Office of the Weston County Clerk for recordation. The original survey is to be filed with the Weston County Clerk and Recorded. The subdivider shall file the approval of a Single Land Division by the Weston County Commissioners within 60 days. If not filed within 60 days, the subdivision permit approval is rescinded.

- (6) Upon approval, the subdivider shall deliver a copy of the Survey Map to the Sheriff's Office, nearest Fire Department and Emergency Management Coordinator

Section 3. Supporting Materials

Documents submitted shall include:

- (1) A survey map prepared and signed by a duly registered land surveyor in the State of Wyoming
- (2) A legal description of the subdivision including section, township, and range within the County.
- (3) The name of owner or owners of record.
- (4) A notarized certificate by all parties having any titled interest in or lien upon the land, consenting to the recording of the land division.
- (5) If the land division lies within one (1) mile of the boundary of an incorporated city or town, the land division shall conform with any city or town ordinance and documentation provided shall show approval by the governing body of the city or town before it receives final approval from the Weston County Commissioners. It is up to the subdivider's surveyor or engineer to certify that the subdivision does or does not lie within 1 mile of an incorporated city or town.
- (6) Names and mailing addresses of all owners on record of land within 1,000 feet of the boundary of the proposed subdivision.
- (7) The Land Division shall be such as to provide each lot with satisfactory access to a public road. Copies shall be provided of all necessary easements or rights-of-way crossing adjoining properties, including all easements or rights of way access to and from the subdivision to a public road.
- (8) Where the proposed land division would alter any lot line or any portion of a recorded plat, a copy of the proper legal instrument vacating the affected portion of the original plat.
- (9) Payment of the Subdivision Permit fee, City fee, and Fire District fee, if applicable, or as amended.

CHAPTER III

PROCEDURES AND REQUIREMENTS FOR PLATTING A MINOR SUBDIVISION

Section 1. Application

When a tract of land is to be divided into three (3) to five (5) lots where no new improvements or street dedications would be required to comply with these rules, the subdivider may proceed directly with the Final Plat. This procedure is also applicable for further subdivision (3-5 lots) of land previously divided under Chapter II. The Final Plat and required supporting material shall conform to the design and engineering standards as set forth in Chapter IV.

Section 2 Final Plat Procedures

- (1) After submission of the Weston County Lot Division Application, (Exhibit J), payment of statutory fees, receipt of an original mylar and two (2) copies of the Final Plat and all required supporting material, the Weston County Clerk shall schedule the Plat for consideration at the next regular meeting of the Weston County Planning and Zoning Commission.
- (2) The applicant shall publish notice of his intent to apply for a subdivision permit once each week for two (2) weeks within thirty (30) days before filing this application, in the Official Newspaper of Weston County and any other paper which is the official paper of the nearest incorporated town within the county. The notice shall include the name of the subdivider, the general location of the land to be subdivided, and the date, time, and place of review of the Final Plat by the Weston County Planning and Zoning Commission. Notice shall be mailed to any property owner within one thousand (1000) feet of the proposed subdivision property lines, by certified return receipt mail at least 14 days before the hearing. Proof of mailing shall be filed with the subdivision materials at the hearing.
- (3) The subdivider or his representative and all other interested parties shall be provided the opportunity to present comments on the Final Plat at the Weston County Planning and Zoning Commission meeting. After evaluation of the application, the Weston County Planning and Zoning Commission shall make findings and recommendations to the Weston County Commissioners for approval or disapproval of the Final Plat.
- (4) After evaluation of the application, the Weston County Commissioners shall approve or disapprove the subdivision application and issue a subdivision permit or ruling within forty-five (45) days after receiving the report from the Weston County Planning and Zoning Commission.

- (5) Upon approval of the Subdivision Permit by the Weston County Commissioners, the appropriate signatures may be obtained for the Final Plat from the Weston County Commissioners.
- (6) The original Mylar Final Plat and other documents prepared for recordation, along with the recording fees, shall be submitted to the Office of the Weston County Clerk for recordation. The subdivider shall file approval of a Final Plat by the Weston County Commissioners within 60 days. If not filed within 60 days, the subdivision permit approval is rescinded.
- (7) Upon approval of the Plat, the subdivider shall deliver a copy of the Subdivision Plat to the Sheriff's Office, nearest Fire Department and Emergency Management Coordinator.

Section 3. Final Plat Contents.

The Final Plat shall conform to the survey, design and engineering standards set forth in Chapter VI, Design and Engineering Standards. All Final Plats shall be drawn to the following standards with all applicable information on the face of the plat:

- (1) The name of the subdivision at the top center of each sheet.
- (2) The general location of the subdivision by section, township, range, county, and state, entered under the name of the subdivision.
- (3) North arrow, date of preparation, and scale. The scale shall be 1" = 100' or larger for the subdivision where the majority of the lots are less than five (5) acres in size. The scale may be reduced to 1" = 200' for subdivisions in which the majority of the lots are five (5) acres or more.
- (4) Name of owner or owners of record.
- (5) Boundary lines of the subdivision in a heavy solid line.
- (6) The Plat shall be clearly and legibly drawn in black, waterproof India ink on tracing linen, Mylar, or other acceptable material. Required affidavits, certificates, and acknowledgments shall be legibly printed on the plat in opaque ink. The sheet size of all Final Plats shall be no larger than 24" high by 36" wide and shall conform to the format requirements of Wyoming State Law.
- (7) Acreage to nearest one-one hundredth (1 /100) acre of each lot or tract.
- (8) A notation of the total acreage of the subdivision and the total number of lots.
- (9) Excluded parcels shall be labeled "Not included in this Subdivision" and the boundary indicated by bearings and distances.

- (10) Parcels not contiguous shall not be included in one Plat, nor shall more than one Plat be made on the same sheet. In the case of non-contiguous parcels, a supplemental document showing the overall subdivision shall be submitted along with the Final Plat.
- (11) If no public sewage disposal system is proposed by the subdivider, the words, "NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM", in bold capital letters, shall appear on the plat.
- (12) If no domestic water source is proposed by the subdivider, the words, "NO PROPOSED DOMESTIC WATER SOURCE", in bold capital letters, shall appear upon the plat.
- (13) If no public maintenance is proposed for streets, alleys, and roadways, the words "NO PUBLIC MAINTENANCE OF STREETS OR ROADS", in bold capital letters, shall appear upon the plat.
- (14) If no public garbage disposal is proposed the words "NO PROPOSED PUBLIC DISPOSAL OF GARBAGE", in bold capital letters, shall appear upon the plat.
- (15) Informational notes required by the County Contract Engineer or Weston County Commissioners and any City requirements as applicable
- (16) A legal description of the subdivision boundary based on accurate traverse, giving bearing and linear dimensions that result in a maximum allowable error of one part in 5,000.
- (17) Basis of bearings.
- (18) A tie to an established land corner monument.
- (19) The bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line, and lot dimensions shall be indicated inside perimeter boundary lines.
- (20) On curved boundaries and on all curves within the subdivision, sufficient data shall be provided to allow the re-establishment of the curves on the ground.
- (21) The location and layout of lots, blocks, tracts, county roads, roads, streets, alleys, easements, and other public grounds within the subdivision, with accurate dimensions in feet and one-hundredths of feet, bearings of all lines, length of radii and/or arcs of all curves. Bearings and lengths need not be given for interior lot lines where they are the same as both end lot lines.
- (22) Evidence of adequate financial resources and provisions of some sort of guarantee of completions, per state law.

- (23) All lots and blocks consecutively numbered in the center of the lot or block.
- (24) A notarized certificate by all parties having any titled interest in or lien upon the land, consenting to the recording of the Plat and the dedication of public ways, grounds and easements. The certificate shall read as shown in Exhibit C.
- (25) Certificate of registered land surveyor as shown in Exhibit D.
- (26) Certificate of approval by the Weston County Contract Engineer as shown in Exhibit E.
- (27) Certificate of approval by an incorporated city or town within one mile of the subdivision as shown in Exhibit F.
- (28) Certificate of approval by the Weston County Commissioners as Shown in Exhibit G., Certificate of recording by the Weston County Clerk and Recorder as shown in Exhibit H.
- (29) Certificate of approval recommendation by the Weston County Planning and Zoning Commission as shown in Exhibit I.
- (30) Areas shall be identified on the plat where improvements will be restricted, such as in flood plains, wetlands, areas of high ground water and soil problems or types.
- (31) Permit numbers for surface and ground water rights registered with the State Engineer's Office and identifying the land area affected by the permits for each lot within the subdivision shall be indicated on the plat, or included with supporting materials.
- (32) Reference on the Plat indicating where any restrictions and other items affecting the use of the subdivision shall be noted and recorded with the County Clerk's Office.

Section 4. Supporting Material for Final Plat.

The following information and material shall be a part of any Final Plat submittal and shall accompany the Final Plat drawing;

- (1) Before subdivision permit approval by the Weston County Commissioners, the subdivider shall submit plans containing evaluations of the proposed sewage system and water supply system to the Wyoming Department of Environmental Quality (DEQ) in Cheyenne, WY. The procedures are outlined in Chapter 23 of the DEQ water quality regulations. The DEQ's written comments/recommendation must accompany the documents presented at the Planning and Zoning Commission public hearing on the subdivision.

- (2) A copy of all finalized, recordable instruments relating to the proposed subdivision including any restrictive covenants, Homeowner's Association documents, and documents pertaining to an Improvement and Service District or a Water and Sewer District.
- (3) Evidence that the subdivided land is free of all encumbrances and that the person or his agent who offers any part of the subdivision for sale or who solicits any offers for the purchase thereof, may convey merchantable title subject only to noted reservations or restrictions of record, but free of encumbrances and subject only to proportionate share of real property taxes or assessments charged or assessed for the year in which any such sale be legally effected or binding arrangements have been made by the person or his agent who offers any part of the subdivision for sale, to assure purchasers of any part of the subdivision that upon full payment of the purchase proceed a deed can and will be delivered conveying merchantable title subject only to noted reservations or restrictions of record and free of encumbrances not specifically assumed by the purchaser, subject only to the proportionate share of such taxes and assessments thereon as may be levied or assessed for the year in which the sale may be legally effected.
- (4) Engineering drawings for all proposed streets, alleyways. (See Chapter VII, Section 3).
- (5) Copies of all necessary easements or rights-of-way crossing adjoining properties, including all easements or rights of way access to and from the subdivision to a public road.
- (6) When a new street will intersect with a State Highway, a copy of the State Highway Permit. When a new street will intersect with a Weston County Road, a copy of the County permit.
- (7) Plans, drawings, and specifications for any other improvement required by these rules.
- (8) When applicable, a warranty deed conveying common land to a homeowner's association or similar body.
- (9) Review and recommendations from the Weston County Natural Resource District regarding soil suitability for construction, erosion control, sedimentation, flooding problems, and wetlands.
- (10) Where the proposed Subdivision would alter any lot line or any portion of a recorded plat, a copy of the proper legal instrument vacating the affected portion of the original plat.
- (11) A copy of the agreement between the subdivider and the utility companies such as electrical, gas and telephone outlining the financial arrangements that have been

made to install the utilities. If there is no agreement, this must be noted on the Disclosure Statement. All utility easements shall be listed on the Final Plat.

- (12) Payment of the following fees, if applicable, or as amended:
 - Subdivision Permit fee.
 - Fire District fee.
 - Weston County Natural Resource District fee.
 - City fee
- (13) Where the proposed improvements would encroach upon any waterways, wetlands or flood plains, evidence that the proper permits have been received from the Army Corps of Engineers or any other governing authority.
- (14) Evidence that all fees have been paid to the appropriate governing body for any other service not herein specifically addressed, such as fees for Water Districts, Irrigation Districts, Improvement and Service Districts, etc.
- (15) If a Homeowners' or landowners' Association, or equivalent, is formed then, as a minimum, the subdivider shall provide adequate funding and a means for enforcement of: the by laws of the association; continuous health and safety inspections; procedures for immediate maintenance to correct unsafe conditions by appropriate state and/or county personnel; and for receiving and processing complaints.
- (16) Disclosure Statement. A full disclosure statement shall be submitted to the Weston County Commissioners before approval of a Final Plat. Copies of disclosure statements will be kept at the office of the Weston County Clerk and will be available on request to the public at a copy cost to the person(s) requesting the disclosure statement. Disclosure statements shall clearly and concisely present all the facts related to the following items:
 - a. Street construction and maintenance (including snow removal responsibility).
 - b. Water supply - design criteria and maintenance responsibilities.
 - c. Sewage disposal design criteria and maintenance responsibilities.
 - d. Restrictive covenants - where copies are available and describe how they are enforced.
 - e. Association fees - should be listed and described as to allocations of funds, penalties for non-payment, procedure for change in fees.
 - f. Garbage disposal - statement to define financial and physical responsibilities.

- g. Telephone company construction charge - statement to define financial responsibility.
- h. Cable TV charges - statement to define financial responsibilities.
- i. Street and traffic control signs and devices - statements to define construction and maintenance responsibilities.
- j. Street lighting - define construction and maintenance responsibilities.
- k. Culverts, drainage - define construction and maintenance responsibilities.
- l. Fire protection - status and description.
- m. Building Codes - status of applicable codes which apply to construction within the subdivision.
- n. Electricity - statement to define financial responsibility for construction and connections.
- o. Postal Service - define level of service and responsibility of homeowners and the developer concerning mailbox construction and maintenance.

CHAPTER IV

PROCEDURES AND REQUIREMENTS FOR PLATTING A MAJOR SUBDIVISION

Section 1. Application

A subdivision resulting in more than five (5) parcels is defined as a Major Subdivision and the subdivider must prepare and submit a Preliminary Plat and subsequently a Final Plat. Except in the case of a Planned Unit Development (PUD), which shall follow the procedures and requirements for a Major Subdivision as modified by Chapter V.

Section 2. Preliminary Plat

After submission of the Weston County Lot Division Application, (Exhibit J) and payment of the statutory fees to the Weston County Clerk, the subdivider must submit a Preliminary Plat of the proposed subdivision to the Weston County Planning and Zoning Commission. The Weston County Planning and Zoning Commission will review the Preliminary Plat at its next regular meeting concerning conformance with the general design standards and improvement standards required herein.

Section 3. Preliminary Plat Procedures.

The following shall be prepared and submitted:

- (1) A boundary survey with topographic contours of the land to be subdivided shall be submitted to the Weston County Clerk.
- (2) The submitted material shall be forwarded to the Weston County Natural Resource District by the subdivider within sixty (60) days so that a types of soil, potential drainage problems, flooding problems, water quality, and other natural resources report may be prepared prior to review of the Preliminary Plat. The Natural Resource District shall send a copy of the report to the Weston County Clerk, the Weston County Planning and Zoning Commission and to the subdivider.
- (3) The subdivider shall submit plans containing evaluations of the proposed sewage system and water supply system to the Wyoming Department of Environmental Quality (DEQ) in Cheyenne, WY. The procedures are outlined in Chapter 23 of the DEQ water quality regulations.
- (4) The applicant shall publish notice of his intent to apply for a subdivision permit once each week for two (2) weeks within thirty (30) days before filing this application, in the Official Newspaper of Weston County and any other paper which is the official paper of the nearest incorporated town within the county. The notice shall include the name of the subdivider, the general location of the land to be subdivided, and the date, time, and place of review of the Preliminary Plat by the Weston County Planning and Zoning Commission. Notice shall be mailed to any property owner within one thousand (1000) feet of the proposed subdivision property lines, by certified return receipt mail at least 14 days before the hearing. An affidavit signed by the subdivider providing proof of mailing shall be filed with the subdivision materials at the hearing.
- (5) After receipt of six (6) copies of the Preliminary Plat and all required supporting material, following a period of 30 days for public review, the County Clerk shall schedule the Plat for consideration at the next regular meeting of the Weston County Planning and Zoning Commission. The County Contract Engineer may also review the Plat at this step.
- (6) The subdivider or his representative and all other interested parties shall be provided the opportunity to present comments on the Preliminary Plat at the Weston County Planning and Zoning Commission meeting.
- (7) After evaluation of the submitted information, the Weston County Planning and Zoning Commission shall only recommend approval for those Preliminary Plats that have been determined to comply with these rules. The Weston County Planning and Zoning Commission shall make findings and recommendations to

the Weston County Commissioners for approval or disapproval of the Preliminary Plat

- (8) Except for a phased development over a period of more than twelve months, approval of the Preliminary Plat, by the Weston County Commissioners shall be effective for twelve (12) consecutive calendar months from the date of approval. If a Final Plat has not been submitted within this specified period on all or a portion of the land area included on the Preliminary Plat, a Preliminary Plat must be re-submitted for approval.
- (9) In a phased development over a period of more than twelve months, any land area for which a Preliminary Plat has been approved and a Final Plat has not been submitted within thirty-six (36) consecutive months from the date of the approval of the Preliminary Plat shall not be allowed to proceed with Final Platting until a new Preliminary Plat is submitted and approved.

Section 4. Preliminary Plat Contents.

The Preliminary Plat drawing shall be prepared at a scale of 1" = 100' or larger for subdivisions where the majority of the lots are less than five (5) acres in size. The scale may be reduced to 1" = 200' for subdivisions in which the minimum lot size is five acres or more. The face of the drawing shall include the following information:

- (1) Name of the subdivision. The name shall not be such that it tends to duplicate that of an existing subdivision. Where it is a re-subdivision, the lot number and name of the original subdivision shall be included in the name or subtitle of the subdivision.
- (2) Total number of acres to be subdivided.
- (3) Survey plat description of the perimeter of the proposed subdivision including ties to existing section monuments or other legally established monuments of record and any county roads or other public or private road.
- (4) Topographic contours adequate to show drainage and layout of the land. The required topographic contour interval shall be based on the size of the smallest proposed lot in the subdivision as follows:

Minimum Lot Size	Contour Interval
• Less than one acre	2'
• One to five acres	5'
• More than five acres	Available from U.S.G.S. maps
- (6) Dimensions of all lots scaled to nearest tenth of a foot.

- (7) Name, physical and mailing address and telephone number of the subdivider, the designer of the subdivision, and the registered engineer or surveyor licensed by the State of Wyoming.
- (8) The date of preparation, map scale and north arrow.
- (9) Name, location, and dimensions of all existing, county roads, alleys, easements, rights-of-way, section lines, and other similar features within and adjacent to the proposed subdivision. Also, the, location of existing water and sewer lines shall be drawn on the plat.
- (10) Sites reserved or dedicated for parks, playgrounds, schools or open space.
- (11) Location within the subdivision of any wetlands, streams, lakes or flood plains as delineated on maps available from the Weston County Natural Resources District or applicable federal agency.

Section 5. Supporting Material for Preliminary Plat.

The following information and material shall be a part of any Preliminary Plat submittal and shall accompany the Preliminary Plat drawing:

- (1) A completed copy of the Subdivision Application on the standard form provided by the county. Exhibit J.
- (2) Names and mailing addresses of all owners on record of land within 1000 feet of the boundary of the proposed subdivision.
- (3) An outline of the proposed covenants for the subdivision stating, in a general manner, the proposed use restrictions and the proposed method for maintaining improvements.
- (4) Where applicable, a copy of any existing covenants affecting the property.
- (5) A description of the phasing and scheduling of phases for the development of the Final Plat when it is to be submitted in separate phases.
- (6) Evidence that the applicant has published notice of his intent to apply for a subdivision permit in compliance with these rules.
- (7) Drainage report. (See Chapter VII, Section 8).
- (8) Description of existing water rights associated with the land of the subdivision and the disposition of those rights. Permit numbers for surface and ground water

rights registered with the State Engineer's Office and identifying the lands affected by the permits, both within and adjacent to the subdivision.

- (9) A statement of how garbage disposal, road access and maintenance, snow removal, sewage disposal and domestic water will be handled.

Section 6. Final Plat.

After approval of the Preliminary Plat by the County Contract Engineer, and following approval by the Weston County Commissioners, a Final Plat may be prepared and submitted to the Weston County Planning and Zoning Commission. The Final Plat and required supporting material shall conform to the design and engineering standards as set forth in Chapter IV.

Section 7. Final Plat Procedures

- (1) After receipt of an original Mylar and two (2) copies of the Final Plat, and all required supporting material, the Weston County Clerk shall schedule the Plat for consideration at the next regular meeting of the Weston County Planning and Zoning Commission.
- (2) The applicant shall publish notice of his intent to apply for a subdivision permit once each week for two (2) weeks within thirty (30) days before filing this application, in the Official Newspaper of Weston County and any other paper which is the official paper of the nearest incorporated town within the county. The notice shall include the name of the subdivider, the general location of the land to be subdivided, and the date, time, and place of review of the Final Plat by the Weston County Planning and Zoning Commission. Notice shall be mailed to any property owner within one thousand (1000) feet of the proposed subdivision property lines, by certified return receipt mail at least 14 days before the hearing. Proof of mailing shall be filed with the subdivision materials at the hearing.
- (3) The subdivider or his representative and all other interested parties shall be provided the opportunity to present comments on the Final Plat at the Weston County Planning and Zoning Commission meeting. After evaluation of the application, the Weston County Planning and Zoning Commission shall make findings and recommendations to the Weston County Commissioners for approval or disapproval of the Final Plat.
- (4) After evaluation of the application, the Weston County Commissioners shall approve or disapprove the subdivision application and issue a subdivision permit or ruling within forty-five (45) days after receiving the report from the Weston County Planning and Zoning Commission.

- (5) Upon approval of the Subdivision Permit by the Weston County Commissioners, the appropriate signatures may be obtained for the Final Plat from the Weston County Commissioners. The original Mylar of the Final Plat and other documents prepared for recordation, along with the recording fees, shall be submitted to the Office of the Weston County Clerk for recordation
- (6) The subdivider shall file approval of a Final Plat by the Weston County Commissioners within 60 days. If not filed within 60 days, the subdivision permit approval is rescinded.
- (7) Upon approval of the Plat, the subdivider shall deliver a copy of the Subdivision Plat to the Sheriff's Office, nearest Fire Department and Emergency Management Coordinator.

Section 8. Final Plat Contents.

The Final Plat shall conform to the survey, design and engineering standards set forth in Chapter VII, Design and Engineering Standards. A Final Plat may be submitted in phases covering representative and reasonable portions of an approved Preliminary Plat. All Final Plats shall be drawn to the following standards with all applicable information on the face of the plat:

- (1) The name of the subdivision at the top center of each sheet.
- (2) The general location of the subdivision by section, township, range, county, and state, entered under the name of the subdivision.
- (3) North arrow, date of preparation, and scale. The scale shall be 1" = 100' or larger for the subdivision where the majority of the lots are less than five (5) acres in size. The scale may be reduced to 1" = 200' for subdivisions in which the majority of the lots are five (5) acres or more.
- (4) Name of owner or owners of record.
- (5) Boundary lines of the subdivision in a heavy solid line.
- (6) The Plat shall be clearly and legibly drawn in black, waterproof India ink on tracing linen, Mylar, or other acceptable material. Required affidavits, certificates, and acknowledgments shall be legibly printed on the plat in opaque ink. The sheet size of all Final Plats shall be no larger than 24" high by 36" wide and shall conform to the format requirements of Wyoming State Law.
- (7) Acreage to nearest one-one hundredth (1 /100) acre of each lot or tract.
- (8) A notation of the total acreage of the subdivision and the total number of lots.

- (9) Excluded parcels shall be labeled "Not included in this Subdivision" and the boundary indicated by bearings and distances.
- (10) Parcels not contiguous shall not be included in one Plat, nor shall more than one Plat be made on the same sheet. In the case of non-contiguous parcels, a supplemental document showing the overall subdivision shall be submitted along with the Final Plat.
- (11) If no public sewage disposal system is proposed by the subdivider, the words, "NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM", in bold capital letters shall appear on the plat.
- (12) If no domestic water source is proposed by the subdivider, the words, "NO PROPOSED DOMESTIC WATER SOURCE", in bold capital letters, shall appear upon the plat.
- (13) If no public maintenance is proposed for streets, alleys, and roadways, the words "NO PUBLIC MAINTENANCE OF STREETS OR ROADS shall appear upon the plat.
- (14) If no public garbage disposal is proposed, the words "NO PROPOSED PUBLIC DISPOSAL OF GARBAGE' shall appear upon the plat.
- (15) Informational notes required by the County Contract Engineer or Weston County Commissioners and the City, as applicable.
- (16) A legal description of the subdivision boundary based on accurate traverse, giving bearing and linear dimensions that result in a maximum allowable error of one part in 5,000.
- (17) Basis of bearings.
- (18) A tie to an established land corner monument.
- (19) The bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line, and lot dimensions shall be indicated inside perimeter boundary lines.
- (20) On curved boundaries and on all curves within the subdivision, sufficient data shall be provided to allow the re-establishment of the curves on the ground.
- (21) The location and layout of lots, blocks, tracts, county roads, roads, streets, alleys, easements, and other public grounds within the subdivision, with accurate dimensions in feet and one-hundredths of feet, bearings of all lines, length of radii and/or arcs of all curves. Bearings and lengths need not be given for interior lot lines where they are the same as both end lot lines.

- (22) Evidence of adequate financial resources and provisions of some sort of guarantee of completions, per state law.
- (23) All lots and blocks consecutively numbered in the center of the lot or block.
- (24) A notarized certificate by all parties having any titled interest in or lien upon the land, consenting to the recording of the Plat and the dedication of public ways, grounds and easements. The certificate shall read as shown in Exhibit C.
- (25) Certificate of registered land surveyor as shown in Exhibit D.
- (26) Certificate of approval by the Weston County Contract Engineer as shown in Exhibit E.
- (27) Certificate of approval by an incorporated city or town within one mile of the subdivision as shown in Exhibit F.
- (28) Certificate of approval by the Weston County Commissioners as Shown in Exhibit G.
- (29) Certificate of recording by the Weston County Clerk and Recorder as shown in Exhibit H.
- (30) Certificate of approval recommendation by the Weston County Planning and Zoning Commission as shown in Exhibit I.
- (31) Areas shall be identified on the plat where improvements will be restricted, such as in flood plains, wetlands, areas of high ground water and soil problems or types.
- (32) Permit numbers for surface and ground water rights registered with the State Engineer's Office and identifying the land area affected by the permits for each lot within the subdivision shall be indicated on the plat, or included with supporting materials.
- (33) Reference on the Plat to where any restrictions and other items affecting the use of the subdivision shall be noted and recorded with the County Clerk's Office.

Section 9. Supporting Material for Final Plat.

The following information and material shall be a part of any Final Plat submittal and shall accompany the Final Plat drawing;

- (1) A copy of all finalized, recordable instruments relating to the proposed subdivision including any restrictive covenants, Homeowner's Association

documents, and documents pertaining to an Improvement and Service District or a Water and Sewer District.

- (2) Evidence that the subdivided land is free of all encumbrances and that the person or his agent who offers any part of the subdivision for sale or who solicits any offers for the purchase thereof, may convey merchantable title subject only to noted reservations or restrictions of record, but free of encumbrances and subject only to proportionate share of real property taxes or assessments charged or assessed for the year in which any such sale be legally effected or binding arrangements have been made by the person or his agent who offers any part of the subdivision for sale, to assure purchasers of any part of the subdivision that upon full payment of the purchase proceed a deed can and will be delivered conveying merchantable title subject only to noted reservations or restrictions of record and free of encumbrances not specifically assumed by the purchaser, subject only to the proportionate share of such taxes and assessments thereon as may be levied or assessed for the year in which the sale may be legally effected.
- (3) The DEQ's written comments/recommendation regarding Chapter 23 of the DEQ water quality regulations.
- (4) Engineering drawings for all proposed streets, alleys and roadways. (See Chapter VII, Section 3).
- (5) Copies of all necessary easements or rights-of-way crossing adjoining properties, including all easements or rights of way access to and from the subdivision to a public road.
- (6) When a new street will intersect with a State Highway, a copy of the State Highway Permit. When a new street will intersect with a County Road, a copy of the County Permit.
- (7) Plans, drawings, and specifications for any other improvement required by these rules.
- (8) When applicable, a warranty deed conveying common land to a homeowner's association or similar body.
- (9) Review and recommendations from the Weston County Natural Resource District regarding soil suitability for construction, erosion control, sedimentation, flooding problems, and wetlands.
- (10) Where the proposed Subdivision would alter any lot line or any portion of a recorded plat, a copy of the proper legal instrument vacating the affected portion of the original plat.
- (11) A copy of the agreement between the subdivider and the utility companies such as electrical, gas and telephone outlining the financial arrangements that have been

made to install the utilities. If there is no agreement, the subdivider shall note this in the Disclosure Statement. All utility easements shall be listed on the Final Plat.

- (12) Payment of the following fees, if applicable, or as amended:
- Subdivision Permit fee.
 - Fire District fee.
 - Weston County Natural Resource District fee.
 - City fee
- (13) Where the proposed improvements would encroach upon any waterways, wetlands or flood plains, evidence that the proper permits have been received from the Army Corps of Engineers or any other governing authority.
- (14) Evidence that all fees have been paid to the appropriate governing body for any other service not herein specifically addressed, such as fees for Water Districts, Irrigation Districts, Improvement and Service Districts, etc.
- (15) If a Homeowners' or landowners' Association, or equivalent, is formed then, as a minimum, the subdivider shall provide adequate funding and a means for enforcement of the bylaws of the association; continuous health and safety inspections; procedures for immediate maintenance to correct unsafe conditions by appropriate state and/or county personnel; and for receiving and processing complaints.
- (16) Disclosure Statement. A full disclosure statement shall be submitted to the Weston County Commissioners before approval of a Final Plat. Copies of disclosure statements will be kept at the office of the Weston County Clerk and will be available on request to the public at a copy cost to the person(s) requesting the disclosure statement. Disclosure statements shall clearly and concisely present all the facts related to the following items:
- a. Street construction and maintenance (including snow removal responsibility).
 - b. Water supply - design criteria and maintenance responsibilities.
 - c. Sewage disposal design criteria and maintenance responsibilities.
 - d. Restrictive covenants - where copies are available and describe how they are enforced.
 - e. Association fees - should be listed and described as to allocations of funds, penalties for non-payment, procedure for change in fees.
 - f. Garbage disposal - statement to define financial and physical responsibilities.

- g. Telephone company construction charge - statement to define financial responsibility.
- h. Cable TV charges - statement to define financial responsibilities.
- i. Street and traffic control signs and devices - statements to define construction and maintenance responsibilities.
- j. Street lighting - define construction and maintenance responsibilities.
- k. Culverts, drainage - define construction and maintenance responsibilities.
- l. Fire protection - status and description.
- m. Building Codes - statues of applicable codes which apply to construction within the subdivision.
- n. Electricity - statement to define financial responsibility for construction and connections.
- o. Postal Service - define level of service and responsibility of homeowners and the developer regarding mailbox construction and maintenance.
- p. Signs shall be erected and maintained at all entrances to subdivision notifying the public that a disclosure statement is available at the Weston County Clerk's Office. Signs shall be two (2) feet by four (4) feet all weather metal or wood construction and shall be white letters on a green background. Signs shall be legible to the average person from a distance of 200 feet and shall be placed in a location easily visible to the public at a height of six (6) feet to the bottom of the sign.
 - 1. Physical location and variations from the following standard sign shall be subject to the approval of the Weston County Commissioners. The standard sign shall be posted at each entrance reading as shown in Exhibit K.
 - 2. Signs shall be purchased or constructed, erected and maintained by the developer for a period of four years after acceptable completion of construction of the development or until all lots have been sold, whichever comes first.

CHAPTER V

PROCEDURES AND REQUIREMENTS FOR A PLANNED UNIT DEVELOPMENT SUBDIVISION (PUD)

Section 1. Purpose

This section is established to provide comprehensive procedures and standards designed to allow greater flexibility, uniqueness, innovative design, and energy conservation in the development of neighborhoods or areas, by incorporating a mixture of densities and intensities of use types when applied to a PUD. The PUD Overlay allows for the deviation from strict provisions normally related to setbacks, height, lot area, width and depth, yards, or a mixture of uses. The following criteria represent the objectives of the PUD:

- (1) Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and siting of structures and by the conservation and more efficient use of land in such developments. Environmentally sensitive design that is of a higher quality than would be possible under standard subdivision regulations applicable to the property.
- (2) Higher standards of site and building design through the use of trained and experienced land planners, architects and landscape architects.
- (3) Efficient location, design and development of public services that will effectively serve potential on site residents.
- (4) Ensure the preservation and enhancement of desirable site characteristics such as existing vegetation, historical and cultural features, natural topography and geologic features and the prevention of soil erosion.
- (5) A creative use of land and related physical development which allows a phased and orderly transition of land from one activity to another, including but not limited to signage, lighting, amenities, etc.
- (6) An efficient use of land, which includes but is not limited to more efficient networks of utilities and streets.
- (7) A development pattern in harmony with the goals and objectives of the Comprehensive Plan and not as a means to vary applicable planning concepts and principals.
- (8) A more desirable and creative environment than may be possible through the application of the County's standard subdivision regulations.
- (9) To allow for a mixture of land uses, housing types and densities in proximity to each other, as well as a mixture of non-residential uses that enhance proposed and existing land uses.

- (10) Provide connectivity between existing areas of conservation (open space) that do not result in providing narrow or isolated fragments of wildlife habitats or areas of vegetation, but enhance existing or deficient areas of the same.
- (11) Logically layout the location of land uses in order to avoid conflicts between incompatible uses.

Section 2. General Requirements and Standards

- (1) The PUD Overlay may be applied to most properties that are unincorporated in Weston County, but it is encouraged that developers apply such standards to any major subdivision.
- (2) The Board of Commissioners may excuse an applicant from submitting any item of information or documentation required, which is determined to be unnecessary for consideration of review and approval of the PUD.
- (3) The Board of Commissioners may require the submission of additional information or documentation, which is determined to be necessary or appropriate for full consideration of the proposed PUD or any aspect or stage thereof.
- (4) A PUD shall be reviewed through the Concept Plan, Preliminary Plat and Final Plat process.
- (5) An affirmative majority vote of the Planning Commission and the Board of Commissioners shall be required for approval of a PUD.
- (6) Ownership: An application for PUD must be filed by the landowner or jointly by all landowners of the property included in a project. The application and all submissions must be directed to the development of the property as a unified whole. In the case of multiple ownerships, the approved final plan shall be binding on all owners.
- (7) Comprehensive Plan Consistency: The proposed PUD shall be generally consistent with the County Comprehensive Plan.
- (8) Compatibility: The proposed PUD shall be compatible with the adjacent land uses.
- (9) Slopes that are 35 degrees or greater shall be identified as generally unbuildable locations and shall be better suited for open space consideration. Minor disturbances of steep slopes maybe considered and granted by the Board upon recommendation from the County Engineer.
- (10) Every PUD shall adhere to existing and adopted regulations at the time of approval that apply to the development of subdivisions, unless otherwise noted in this section.

- (11) Variations to a PUD may be made by the County Commissioners when the Commissioners find that such variations will produce a public benefit and as proposed, the PUD will substantially meet the goals of these regulations; and that such variations are not detrimental to the public's health, safety or welfare and do not impair the intent and purpose of these regulations. Written consent of the Developer shall be required prior to any such variation.
- (12) Records: The County shall maintain a record of all PUD permits issued by the County, including information on a project's permitted uses, all pertinent project plans, any conditions imposed on a project by the County Commissioners, and such other information as the County may deem appropriate.
- (13) Withdrawal of an Application: Any application under this Section may be withdrawn by an applicant without prejudice at any time prior to final action from the County Commissioners. A request may also be made by the applicant to table or delay their application upon written submittal to the Planning and Zoning Commission. Such a request shall be in writing and shall include the signature of the owner or owners of the property.
- (14) Properties or portions of a property within a PUD may not be removed out of an approved PUD and developed as a non-PUD subdivision, unless said removal would produce a public benefit as determined by the Board of County Commissioners.
- (15) Financial Security to Assure Compliance: In order to insure that all public improvements contained in a PUD are completed in accordance with said plans/agreements for each phase, and to insure that an applicant fully complies with all conditions of a PUD permit, the applicant shall be required to submit to the County a letter of credit or performance bond guaranteeing the performance of such work and compliance with such agreements. Such security shall be in a form satisfactory to the County and shall be in an amount satisfactory to the County, and shall be based on the Subdivision Improvement Agreement for a Planned Unit Development (PUD) – Exhibit O. The amount of said security may be reduced or a portion of said bond may be released as specific segments and/or phases of the entire development are completed in conformance with an approved Subdivision Improvement Agreement for a Planned Unit Development (PUD).
- (16) Conveyance of Property within a PUD Project: In the event that any real property within an approved PUD project is conveyed in total or in part to a new developer or development company (not an individual lot buyer), the new developer shall be bound by all provisions, conditions and agreements of the PUD permit.
- (17) Open Space: Open space shall be sufficient so as to retain the natural beauty of the land and should provide a network between enhanced manmade common areas and preserved undisturbed areas on the site.

Section 3. Covenants, Ownership and Management

- A. Any management organization or club shall be bona fide and in perpetual existence and the conveyance instrument shall contain an appropriate provision for retransfer in the event the managing organization or club becomes unable to carry out its functions. The covenants shall define in detail the managing entity's process and procedures and by-laws for maintenance of common spaces within the development. Options for ownership and management of all common space may include:
- (1) Fee Simple dedication to Weston County Government, other public entity, or district subject to acceptance by and at the sole discretion of Weston County Government or another public entity.
 - (2) Creation of or dedication to a Homeowner's Association or club capable of carrying out the ownership and management plan. The Planning Commission shall determine that, based on documents submitted with the Final Plat, the Homeowner Association's or club's bylaws or code of regulations shall specify the following requirements:
 - a. The declaration of covenants, conditions and restrictions shall provide that a Homeowner's Association, Club and/or corporation shall be formed and that all owners shall be members of said association, club and/or corporation which shall maintain all properties and common areas in good repair and which shall assess an individual property owner's share of joint or common ownership of properties within the development. This declaration shall be subject to the review and approval of the County Attorney, who shall submit any comments to the Planning and Zoning Commission within 30 days of receipt of such documents.
 - b. The declaration shall additionally, amongst other things, provide that in the event the association or corporation fails to maintain common properties in accordance with the applicable rules and regulations of the County or fails to pay taxes or assessments on common properties as they become due and in the event the County incurs any expenses in enforcing its rules and regulations, which said expenses are not immediately reimbursed by the association or corporation, then the County shall have the right to assess each property owner within the association its pro rata share of said expenses. Such assessments, together with interest thereon and costs of collection, shall be a lien on each property against which such assessment is made.
 - c. The open space restrictions must be permanent and shall not be established for a given period of years.
 - d. The Association and/or Club must be responsible for liability insurance, local taxes, and the maintenance of the common spaces and common facilities to be deeded to it.

- e. Property owners must pay their share of the cost of the Association by means of an assessment to be levied by the Association which meets the requirements for becoming a lien on the property.
 - f. The Association or Club's by-laws must allow for an adjustment in their assessment process to meet changing needs and demands of the membership.
 - g. The by-laws and rules of the Homeowner's Association and/or Club and all covenants and restrictions to be recorded shall be reviewed by the County Commissioners during the Final Plat review process.
- B. Prior to the use or occupancy or sale or the execution of contracts for sale of an individual building unit, parcel, tracts or common area, a declaration of covenants, conditions and restrictions shall be filed with the Planning and Zoning Commission. Said submittal with the Planning and Zoning Commission shall be made prior to the filings and recording of said declaration or document with the County Clerk. The declaration of covenants, conditions and restrictions or equivalent document shall specify that deeds, leases or documents of conveyance affecting buildings, units, parcels, tracts, townhouses or apartments shall subject all properties to the terms of said declaration. The intent of these requirements is to protect the property values of individuals through establishing private control.
- C. Open Space and/or amenities may be granted or dedicated to a private or not-for-profit entity such as a land trust or similar conservation-oriented organization with the legal authority and financial capacity to accept such grants and/ or dedications.
- D. Dedication or grants of a conservation easement of common open space(s) and/or amenities may be made to any of the above entities with a, "Right of enforcement in favor of Weston County", stated in the easement.
- E. The cost of maintenance may be charged to the management entity, or the individual property owners according to the pro-rata share based on the management plan. Costs may include administrative costs in taking such actions as well as penalties as provided under these regulations. Such costs shall become a lien on all subdivision properties.

Section 4. Infrastructure

- A. Utilities: In any PUD, all utilities, including telephone, electricity, gas and others shall be installed underground, unless approved otherwise by the County Commissioners.
- B. Utility Connections: The following requirements must be met with regards to utility connections. Properties not within one mile of public water and sanitary sewer service, where such services are not provided must demonstrate the ability to

meet these requirements once public water and sanitary sewer service is available.

- (1) Water Connections: Where more than one (1) property is served from the same service line, individual unit shut off valves shall be provided as required by the County.
 - (2) Sewer Connections: Where more than one (1) unit is served by a sanitary sewer lateral which exceeds three hundred (300) feet in length, provision must be made for a manhole to allow adequate cleaning and maintenance of the lateral. All maintenance and cleaning shall be the responsibility of the property owners association or owner.
- C. Roadways: All streets shall conform to the design standards contained within these Rules and Regulations, unless otherwise approved by the Board of County Commissioners.

Section 5. Phasing of the Development

- A. When the PUD is to be constructed in stages during a period of time extending beyond a single construction season, an overall proposed schedule for the entire development that coincides with the Master Plan shall be submitted stating the approximate beginning and completion dates for each phase of the total PUD. The proposed schedules shall generally outline the layout of the open space, roads, non-residential land uses and dwelling units to be provided or constructed during each phase and the overall chronology of development to be followed from phase to phase.
- (1) When a proposed PUD includes provisions for public or common areas, service facilities or other public improvements, a statement describing the specifications for care and maintenance of such common or public spaces or facilities shall be submitted.
 - (2) When a PUD provides for common or public open space, and is planned as a staged development over a period of time, the total area of common or public open space or land escrow security in any stage of development shall be proportionately provided percentagewise to the percentage of residential land uses proposed. At a minimum, each proposed amount of open space shall bear an equivalent relationship to the total open space proposed in the entire PUD and to the stages or units already approved, completed or under development.
 - (3) General intents of any restrictive covenants that are to be recorded with respect to property(s) included in the proposed PUD.
 - (4) Urban/Rural Servicing Requirements: All development shall be carefully phased so as to ensure that all developable land will be accorded a

present vested right to develop at such time as services and facilities are available.

- (5) All portions of a PUD, whether submitted at once or in phases shall be reviewed through the Preliminary Plat and Final Plat Procedures as found in the County's Subdivision Regulations.

Section 6. Findings

The findings necessary for evaluation of a PUD application shall be as follows;

- (1) The proposed development conforms with the goals and objectives of the County's Comprehensive Plan and any applicable land use regulations,
- (2) The proposed development is designed in such a manner as to form a desirable and unified community within its own boundaries,
- (3) The proposed development is designed in such a manner as to form a desirable and unified environment with adjacent properties,
- (4) The development is in conformance with the purpose and intent of these regulations and departures from the regulations are justified by the design of the development,
- (5) The development will not create an excessive burden on parks, schools, streets or other public facilities and utilities that serve or are proposed to serve the development,
- (6) The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest,
- (7) The site is suitable for all the proposed components of the development,
- (8) The development enhances, promotes and retains the health, safety and welfare of the community,
- (9) The development does not unreasonably impact the environment of the proposed site or surrounding properties,
- (10) Sensitive or critical areas on the property have been identified and will be preserved in their natural state, such as but not limited to; natural drainage, bodies of water, and federally endangered plants.
- (11) Hazardous areas have been identified and that are unsuitable for development.

Section 7. Submission Requirements

Two (2) large scale copies of the Concept Plan and ten (10) reduced copies (8 ½" x 11"), one copy of exhibits; analysis and plans shall be submitted to the Planning and Zoning Commission during the PUD conference. The Concept Plan will then be reviewed by the Planning and Zoning Commission and considered for conceptual approval.

Section 8. Procedure

Prior to filing of an application for a PUD, the applicant of the proposed PUD shall have a pre-application meeting with the Planning and Zoning Commission. The primary purpose of the meeting is for the applicant to familiarize the Commission with the intent and general nature of the proposed development. The Concept Plan and supporting materials shall be submitted at least 30 days prior to the public hearing the applicant would like to be on.

- A. Applicants shall submit a complete application before an application will be processed and scheduled for a public hearing.
- B. Before the Planning Commission reviews a Concept Plan in a public hearing, the proposal may be reviewed on site by members of the Planning Commission and/or any combination of the Planning Commission or Board of County Commissioners. *The site visit shall be publicized as a WORK SESSION if a quorum of the either body is present.*
- C. Within 30 working days from the date of the pre-application meeting, the County shall provide the subdivider with any comments regarding the proposed subdivision.
- D. After receipt of all required supporting materials, the County will schedule a hearing for consideration of Concept Plan at the next possible meeting of the Weston County Planning and Zoning Commission.
- E. Notice of this hearing shall be prepared and submitted by the subdivider at the expense of the subdivider. The Notice shall be published twice, beginning at least fourteen days (14) prior to the hearing.
- F. The notice shall be published in the Official Newspaper(s) of Weston County and any other paper which is the official paper of the nearest incorporated town within the county. The notice shall include the name of the subdivider, the general location of the land to be subdivided, and the date, time, and place of review of the Plan by the Weston County Planning and Zoning Commission.
- G. The subdivider shall provide a list of landowners of record within 1000 feet of the proposed subdivision and shall contact such landowners by certified mail at least fourteen (14) days before the hearing; proof of which shall be filed as supporting documentation.

- H. If any part of the subdivision lies within one mile of the boundaries of an incorporated city or town, the approval of the governing body of the city or town must also be obtained prior to going into the Preliminary Plat stage.
- I. After receipt of the application, the Weston County Planning Commission shall approve or disapprove the Plan. The Commission shall provide facts and findings regarding their decision.
- J. The subdivider or his representative and all other interested parties shall have the opportunity to present comments on the proposed land division at the Weston County Planning and Zoning Commission meeting and the Board of Commissioners meeting.

Section 9. Concept Plan Content

- A. The following elements of the proposed concept plan represent the significant elements to be placed on the Plan:
 - (1) Topographic contours,
 - (2) Legal description of property, including section, township and range,
 - (3) North arrow,
 - (4) Scale of plan/map,
 - (5) General location of major streets and pedestrian ways,
 - (6) Vicinity map,
 - (7) General location of existing and proposed manmade (walking paths, trails, horse paths, etc) features and/or natural features such as bodies of water, wetlands, floodplain, rock outcroppings, ridgelines, etc...,
 - (8) General location of tree and vegetation coverage,
 - (9) General location of proposed public and common open space,
 - (10) General location of proposed residential and nonresidential land uses,
 - (11) Public parking locations.
 - (12) Proposed amenities and their location,
 - (13) Acreage of the proposed subdivision,
 - (14) Location of proposed or potential public uses (schools, churches, community centers, etc),

- (15) Boundary of development,
- (16) Layout of parcels,
- (17) General location of conservation lands and areas to be restricted,
- (18) Contact of information of designers, engineers and landowner,
- (19) Contours.

Section 10. Supporting Materials

The following items should be provided in a narrative form and/or include drawings, pictures and examples so as to provide the Commission and public with a better understand of the project's characteristics:

- (1) Proposed conceptual architectural and landscape design characters,
- (2) Proposed phasing schedule,
- (3) Proposed utility services,
- (4) Existing drainage (natural and manmade),
- (5) Vistas, significant views and other significant components of the site,
- (6) Aerial photos,
- (7) Proposed changes to slopes (analysis) and existing grades.

Section 11. General Standards

- A. Effect of Concept Plan Approval: Unless the applicant shall fail to meet time schedules for filing Preliminary and/or Final Plans or shall fail to proceed with development in accordance with the plans as approved or shall in any other manner fail to comply with any condition of this resolution or of any approval granted pursuant to it, a Concept Plan which has been approved shall not be modified, revoked or otherwise impaired by any action of the County without the consent of the applicant.
- B. At the public hearing by the Planning Commission, the Commission shall take one of the following actions:
 - (1) Approval the proposed Concept Plan as presented.
 - (2) Approve the proposed Concept Plan with recommendations.

- (3) Deny the proposed Concept Plan, stating the specific reason(s) for denial.
 - (4) Table the proposed Concept Plan for a specified period of time, stating the specific reason(s) why, such as additional information or as agreed upon with the applicant.
- C. Limitation on Concept Plan Approval: Unless a Preliminary Plat covering at least 10% of the approved Concept Plan has been filed within twelve (12) months from the date the Planning Commission grants approval of the Concept Plan, or in any case where the applicant fails to file a Preliminary Plat (for additional phases) and to proceed with development in accordance with the provisions of this resolution for a period of 12 months or more, the approved Concept Plan or the remainder thereof shall be null and void and shall lapse. Upon request by the applicant, the Commission at its discretion may extend the approval period of a Plan once and not to exceed a twelve (12) consecutive month period. The applicant shall demonstrate a need for the extension.

Section 12. Master Plan

After approval of a Concept Plan, the applicant shall submit a PUD Master Plan, which is intended to be a more detailed plan of the items presented above. This plan may accompany the Preliminary Plat or be presented alone for further clarification of any minor changes that may have been requested during the Concept Plan review process.

Section 13. Procedure

Prior to filing a PUD Master Plan, the applicant of the proposed PUD shall have a pre-application meeting with the Planning and Zoning Commission. The primary purpose of the meeting is to establishing scheduling deadlines, verify that all supporting materials are being submitted and verify that the Master Plan has not greatly deviated from the approved Concept Plan. The Master Plan and supporting materials shall reviewed by the Planning Commission.

- A. If an applicant chooses to submit a Master Plan separately from a Preliminary Plat, then they must submit a Master Plan application along with supporting materials at least 21 days prior to the public hearing the applicant would like to be on.
- B. If an applicant chooses to submit a Plan with a Preliminary Plat, they must submit the Plan and its supporting materials along with the scheduling process of the Preliminary Plat.
- C. After receipt of all required supporting materials, the County will schedule a hearing for consideration of Master Plan at the next possible meeting of the Weston County Planning and Zoning Commission.
- D. Notice of this hearing shall be prepared by and submitted by the subdivider at the

expense of the subdivider. The Notice shall be published once, beginning at least seven days prior to the hearing.

- E. The notice shall be published in the Official Newspaper(s) of Weston County and any other paper which is the official paper of the nearest incorporated town within the county. The notice shall include the name of the subdivider, the general location of the land to be subdivided, and the date, time, and place of review of the Plan by the Weston County Planning and Zoning Commission.
- F. After receipt of the application, the Weston County Planning Commission shall approve or disapprove the Master Plan. The Commission shall provide facts and findings regarding their decision.
- G. The subdivider or his representative and all other interested parties shall have the opportunity to present comments on the proposed land division at the Weston County Planning and Zoning Commission meeting and the Board of Commissioners meeting.

Section 14. Master Plan Content

- A. The following elements of the proposed Master Plan represent the significant elements to be placed on the Master Plan:
 - (1) Topographic contours,
 - (2) Legal description of property, including section, township and range,
 - (3) North arrow,
 - (4) Scale of plan/map,
 - (5) Location of major streets and pedestrian ways,
 - (6) Vicinity map,
 - (7) Location of existing and proposed manmade (walking paths, trails, horse paths, etc) features and/or natural features such as bodies of water, floodplain, rock outcroppings, ridgelines, grasslands, meadows, pastures, woodlands etc...,
 - (8) Location of common open space,
 - (9) Location of active & passive recreation areas,
 - (10) Detailed location of proposed residential and nonresidential land uses,
 - (11) Densities,

- (12) Public parking locations.
- (13) Location of amenities,
- (14) Total and net acreage of the subdivision,
- (15) Location of proposed or potential public uses (schools, churches, community centers, etc),
- (16) Boundary of development,
- (17) Layout of parcels,
- (18) Location of conservation lands and areas to be restricted,
- (19) Easements.

Section 15. Supporting Materials

The following items should be provided in a narrative form and/or include drawings, pictures and examples so as to provide the Commission and public with a better understand of the project's characteristics:

- A. Proposed conceptual architectural and landscape design characters,
- B. Proposed phasing schedule,
- C. Proposed utility services,
- D. Existing drainage (natural and manmade),
- E. Vistas, significant views and other significant components of the site,
- F. Setbacks of buildings,
- G. Maximum height of buildings,
- H. Type of dwelling units, non-residential uses,
- I. A written statement (narrative) generally describing the proposed PUD and the market which it is intended to serve and its relationship to the Comprehensive Plan and how the PUD is to be designed, arranged and operated and its compatibility and compliance with these regulations and any others that apply and are approved at the time of submittal. The narrative shall include at a minimum the following:
 - (1) Current use of the property and all lands within one thousand (1,000) feet of the subject property.

- (2) A map depicting the existing condition of the subject property and all land within three hundred (300) feet thereof, indicating the location of existing streets, property lines, easements, water mains and storm and sanitary sewers, with invert elevations on and within one hundred (100) feet of the subject property.
- (3) This narrative shall include the potential impact of the proposed development on surrounding neighborhoods or properties. This assessment statement shall describe the abutting land uses and the existing site and the proposed development as they affect traffic, water bodies, surface water and sewerage and soil stability.
- (4) Impact on school system,
- (5) Impact on traffic,
- (6) A statement of the estimated density of proposed land uses and a tabulation of the approximate allocations of land use expressed in acres and as a percent of the total project area, which shall include at a minimum the following:
 - a. Areas devoted to residential uses, including single-family and multi-family.
 - b. Areas devoted to non-residential uses.
 - c. Areas devoted to common open space (active and passive).
 - d. Areas devoted to common facilities (pools, trash collection, service buildings, etc)
 - e. Areas devoted to public open space (active and passive).
 - f. Approximate area devoted to streets.
 - g. Approximate area devoted to, and number of, off-street parking and loading spaces and related access.

Section 16. General Standards

- A. Effect of Master Plan Approval: Unless the applicant shall fail to meet time schedules for filing Preliminary and/or Final Plats or shall fail to proceed with development in accordance with the plans as approved or shall in any other manner fail to comply with any condition of this resolution or of any approval granted pursuant to it, a Master Plan which has been approved shall not be modified, revoked or otherwise impaired by any action of the County without the consent of the applicant.
- B. At the public hearing by the Planning Commission, the Commission shall take one of the following actions:
 1. Approval the proposed Master Plan as presented,
 2. Approve the proposed Master Plan with recommendations,

school district and any other agencies or groups that may request or need a copy.

Section 23. Final Plat Contents

The Final Plat shall conform to the survey, design and engineering standards set forth in Chapter VII, Design and Engineering Standards. All Final Plats shall be drawn to the following standards with all applicable information on the face of the plat:

- (1) The name of the subdivision at the top center of each sheet.
- (2) The general location of the subdivision by section, township, range, county, and state, entered under the name of the subdivision.
- (3) North arrow, date of preparation, and scale. The scale shall be 1" = 100' or larger for the subdivision where the majority of the lots are less than five (5) acres in size. The scale may be reduced to 1" = 200' for subdivisions in which the majority of the lots are five (5) acres or more.
- (4) A Vicinity Map showing the location of the proposed subdivision in the County and its relationship to any surrounding development. The Vicinity Map may be at a scale smaller than the scale at which the Preliminary Plat is drawn. U.S. Geological survey maps at a scale of 1:24,000; or if not available, 1:62,500 should be used for Vicinity Maps.
- (5) Name of owner or owners of record.
- (6) Boundary lines of the subdivision in a heavy solid line.
- (7) The Plat shall be clearly and legibly drawn in black, waterproof ink on tracing linen, Mylar, or other acceptable material. Required affidavits, certificates, and acknowledgments shall be legibly printed on the plat in opaque ink. The sheet size of all Final Plats shall be no larger than 24" high by 36" wide and shall conform to the format requirements of Wyoming Statute 33-29-139.
- (8) Acreage to nearest one-one hundredth (1 /100) acre of each lot or tract.
- (9) A notation of the total acreage of the subdivision and the total number of lots.
- (10) Excluded parcels shall be labeled "NOT INCLUDED IN THIS SUBDIVISION" and the boundary indicated by bearings and distances.
- (11) Parcels not contiguous shall not be included on one plat nor shall more than one Plat be made on the same sheet. In the case of non-contiguous parcels, a supplemental document showing the overall subdivision shall be submitted along with the Final Plat.
- (12) If no public sewage disposal system is proposed by the subdivider, the words, "NO PROPOSED CENTRALIZED SEWAGE SYSTEM", in bold capital letters, shall appear on the plat.
- (13) If no domestic water source is proposed by the subdivider, the words, "NO PROPOSED CENTRAL WATER SUPPLY SYSTEM", in bold capital letters, shall appear upon the plat.

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- (7) Any comments on the Final Plat contents or supporting material the County Engineer, County Assessor, County Attorney and Fire Warden submit to the Planning and Zoning Commission for consideration shall be submitted at least seven days prior to the application going to public hearing.
 - (8) After evaluation of the submitted information, the Weston County Planning and Zoning Commission shall recommend approval or denial of a Final Plats based on their findings and the standards of these regulations. The Weston County Planning and Zoning Commission may make recommendations on the plat that will support the standards and purpose of this resolution. Such recommendations shall promote the health, safety and welfare of future residents of the subdivision and those of adjacent landowners. The Planning Commission shall state its reason(s) for its recommendation and then forward the application onto the Board of Commissioners within 21 days from the date of their decision.
 - (9) The Planning Commission may table a Final Plat request once, for the reason of acquiring additional information or for other reasons as agreed upon at the public hearing with the Subdivider and/or landowner. The Commission shall state its reason(s) for tabling an application and shall agree upon a time of delay in rendering a decision on the application with the applicant.
 - (10) Except for a phased development, approval of the Final Plat, by the Weston County Planning Commission shall be effective for twelve (12) consecutive calendar months from the date of approval. If a Final Plat has not been submitted within this specified period on all or a portion of the land area included on the Final Plat, to the Board of Commissioners, the Final Plat must be re-submitted for approval to the Planning Commission.
 - (11) If any part of the subdivision lies within one mile of the boundaries of an incorporated city or town, the approval of the governing body of the city or town must also be obtained in accordance with W.S. 34-12-103 before the subdivision request goes to the Board of County Commissioners.
 - (12) After receipt of the application from the Planning Commission, the Weston County Commissioners shall approve or disapprove the subdivision application and issue a ruling within forty-five (45) days. The County Commissioner shall provide facts and findings regarding their decision on a subdivision.
 - (13) Upon approval of the Subdivision Permit by the Weston County Commissioners, the Plat and other documents prepared for recordation, along with the recording fees, shall be submitted to the Office of the Weston County Clerk for recordation. The original mylar is to be filed with the Weston County Clerk and Recorded. The subdivider shall file the approved Final Plat within 60 days. If not filed within 60 days, the approved subdivision permit approval is rescinded and the application will need to be refilled through the County. If changes have occurred in ownership or the layout or initial intent of the subdivision, the application will need to be revisited by the Planning Commission and Board of Commissioners.
 - (14) Upon approval and collection of all signatures, the subdivider shall deliver a copy of the Plat to the Sheriff's Office, Fire District, Fire Warden, State Engineer,

be handled.

- (10) A soils report prepared by the local Conservation District.
- (11) A letter from the U.S. postal service stating that arrangements have been made for mail service.
- (12) Water and/or sewer system plan for public systems.

Section 21. Final Plat

Upon submittal of a Weston County Subdivision Application, and payment of the statutory fees to the County, the subdivider shall submit all supporting materials for the Final Plat of a proposed subdivision to the County. The Weston County Planning and Zoning Commission will review the Final Plat at a regular meeting in conformance with the general design and improvement standards required herein. The County Commissioners will review the Final Plat after receiving a recommendation from the Planning Commission.

Section 22. Final Plat Procedures

- (1) Subdividers shall submit a complete application before an application will be processed or scheduled for a public hearing.
- (2) Subdivider shall submit one copy of all supporting materials and two copies of the Plat.
- (3) The County Engineer, County Attorney, or other person assigned by the Chairman of the Planning and Zoning Commission may review the Plat and supporting materials within 14 working days of being submitted. If the Plat application is not complete or accurate, the County shall notify the subdivider in writing of its comments. Once the Plat and its supporting materials are complete and accurate, the County will schedule the Plat for consideration at the next possible Planning Commission meeting.
- (4) Notice of this hearing shall be prepared and mailed by the subdivider at the expense of the subdivider. The Notice shall be published twice, beginning at least fourteen days prior to the hearing. The notice shall be published in the Official Newspaper of Weston County and any other paper which is the official paper of the nearest incorporated town within the county. The notice shall include the name of the subdivider, the general location of the land to be subdivided, and the date, time, and place of review of the Final Plat by the Weston County Planning and Zoning Commission.
- (5) The subdivider shall provide a list of landowners of record within 1000 feet of the proposed subdivision and shall contact such landowners by certified mail, proof of which shall be filed as supporting documentation.
- (6) The subdivider or his representative and all other interested parties shall have the opportunity to present comments on the Final Plat during the Weston County Planning and Zoning Commission meeting and the County Board of Commissioners meeting.

natural and cultural features.

- (14) Location of all irrigation ditches and water courses.
- (15) Location of any manmade features, such as central mail box location or other amenities.
- (16) A Vicinity Map showing the location of the proposed subdivision in the County and its relationship to any surrounding development. The Vicinity Map may be at a scale smaller than the scale at which the Preliminary Plat is drawn. U.S. Geological survey maps at a scale of 1:24,000; or if not available, 1:62,500 should be used for Vicinity Maps.
- (17) Utilities and Easements.
 - a. Approximate locations of existing utility easements and approximate locations of proposed utility easements.
 - b. Approximate layout of all proposed sanitary and storm sewers and location of all inlets and culverts, and any proposed connections with existing facilities. (These data may be on a separate plan.)
 - c. The general location of proposed on-site sewage and water facilities.

Section 20. Supporting Material for Preliminary Plat

The following information and materials shall be a part of any Preliminary Plat submittal and shall accompany the Preliminary Plat drawing:

- (1) A completed copy of the Subdivision Application on the standard form provided by the county.
- (2) Names and mailing addresses of all owners on record of land within 1000 feet of the boundary of the proposed subdivision.
- (3) An outline of the proposed covenants for the subdivision stating, in a general manner, the proposed use restrictions and the proposed method for maintaining improvements.
- (4) Where applicable, a copy of any existing covenants affecting the property.
- (5) A description of the proposed phasing and schedule of proposed phases for the development of the Final Plat when it is to be submitted in separate phases.
- (6) Copy of any deeds and any restrictions that may exist on the property or other encumbrances affecting the property.
- (7) Drainage report. (See Chapter VII, Section 8).
- (8) Description of existing water rights associated with the land of the subdivision and the disposition of those rights.
- (9) A letter of intent from the utility companies stating that initial arrangements are being made to install the utilities. Also, a statement of how garbage disposal, road access and maintenance, snow removal, sewage disposal and domestic water will

The Planning Commission may make recommendations on the plat that will support the standards and purpose of this resolution. Such recommendations shall promote the health, safety and welfare of future residents of the subdivision and those of adjacent landowners.

- (11) The Commission may table a Preliminary Plat request once, for the reason of acquiring additional information or for other reasons as agreed upon at the public hearing with the Subdivider and/or landowner. The Commission shall state its reason(s) for tabling an application and shall agree upon a time of delay in rendering a decision on the application with the applicant.
- (12) If the subdivider disagrees with the Planning Commission's recommendation or county staff's recommendations or requirements, the subdivider may appeal the matter to the Board of County Commissioners prior to submitting a Final Plat. The Board shall vote to support the applicant's request and send the application back to the Planning Commission for further review or the Board could decide just to hear the entire application at a public hearing, as outlined herein. The County shall forward a report to the Board regarding the Commission's decision. A subdivider shall comply with the Appeal Process as outline herein. If the Board requires the applicant to return to the Planning Commission, the applicant shall provide additional information to the Planning Commission for consideration and a public hearing shall be required as herein outlined.
- (13) Except for a phased development, approval of the Preliminary Plat, by the Weston County Planning Commission shall be effective for twelve (12) consecutive calendar months from the date of approval. If a Final Plat has not been submitted within this specified period on all or a portion of the land area included on the Preliminary Plat, a Preliminary Plat must be re-submitted for approval.
- (14) Subdividers may request an extension of the preliminary approval deadline by the Planning Commission within the 12 month period. The extension may be approved or denied at a regularly scheduled meeting, so long as no changes have been made to the originally approved Preliminary Plat. All advertisement and notification requirements shall apply to such requests for an extension. The Commission shall only allow for one extension deadline of an application; not to exceed more than a 12 consecutive month period.
- (15) Regarding a phased development, any land area for which a Preliminary Plat has been approved and a Final Plat has not been submitted within twenty four (24) consecutive months from the date of the approval of the Preliminary Plat, the applicant shall not be allowed to proceed to the Final Plat stage until a new Preliminary Plat is submitted and approved.
- (16) If any part of the subdivision lies within one mile of the boundaries of an incorporated city or town, the approval of the governing body of the city or town must also be obtained in accordance with W.S. 34-12-103, prior to the County Planning Commission or the Board of Commissioners hearing such request.

Section 18. Preliminary Plat Procedures

The following shall be prepared and submitted:

- (1) Subdividers shall submit a complete application before an application will be processed or scheduled for a public hearing.
- (2) Subdivider shall submit one copy of all supporting materials and two copies of the Plat.
- (3) The County Engineer, County Attorney, or other persons assigned by the Chairman of the Planning and Zoning Commission may review the Plat and supporting materials. If the Plat application is not complete or accurate, the County shall notify the subdivider in writing. Once the Plat and its supporting materials are complete and accurate, the County will schedule the Plat for consideration at the next possible Planning Commission meeting.
- (4) The subdivider shall coordinate with the Weston County Natural Resource District any requested information pertaining to the types of soil, potential drainage problems, flooding problems, water quality, and other natural resources, so that a report is prepared and submitted as part of the review of the Preliminary Plat. The Natural Resource District shall send a copy of the report to the County and to the subdivider.
- (5) The subdivider shall submit plans containing evaluations of the proposed sewage system and water supply system to the Wyoming Department of Environmental Quality (DEQ) in Cheyenne, WY. The procedures are outlined in Chapter 23 of the DEQ water quality regulations. A report from DEQ shall be prepared and submitted as part of the review process of the Plat. DEQ shall send a copy of the report to the County and to the subdivider.
- (6) The subdivider shall provide a list of landowners of record within 1,000 feet of the proposed subdivision and shall contact such landowners by certified mail, proof of which shall be filed as supporting documentation.
- (7) Notice of this hearing shall be prepared and mailed by the subdivider at the expense of the subdivider. The Notice shall be published twice, beginning at least fourteen days prior to the hearing.
- (8) The notice shall be published in the Official Newspaper of Weston County and any other paper which is the official paper of the nearest incorporated town within the county. The notice shall include the name of the subdivider, the general location of the land to be subdivided, and the date, time, and place of review of the Plat by the Weston County Planning Commission.
- (9) The subdivider or his representative and all other interested parties shall have the opportunity to present comments on the Preliminary Plat during the Weston County Planning Commission meeting.
- (10) After evaluation of the submitted information, the Weston County Planning and Zoning Commission shall recommend approval or denial of a Preliminary Plats based on their findings and the standards of these regulations at a public hearing.

- 3. Deny the proposed Master Plan, stating the specific reason(s) for denial,
- 4. Table the proposed Master Plan for a specified period of time, stating the specific reason(s) why, such as additional information or as agreed upon with the applicant.

- C. **Limitation on Master Plan Approval:** A Master Plan shall be null and void after thirty six (36) months if no on site improvements have been installed or completed in accordance with submitted plans as approved or in any manner fails to comply with any conditions of this resolution or any approval granted pursuant to it after the initial approval of the Concept Plan and/or the last approved Preliminary Plat or Final Plat phase.
- D. **PUD Progress Evaluation:** Annual updates of the progress of the PUD shall be submitted to the Planning and Zoning Commission, beginning and continuing from the day of approval of the Master Plan.
- E. All drawings and graphics should be drawn to a scale that provide the County a good understanding of the overall proposal of the development for easy cross referencing to Preliminary and Final Plats. The use of overlays is recommended for clear reference.
- F. A landscaping plan showing the areas to be landscaped and preserved and the percentage of the total site to be landscaped and preserved.
- G. Proposed signage plan including conceptual: dimensions, colors, location, size, etc...
- H. A conceptual storm water management plan showing critical environmental areas such as streams, lakes, ponds, and wetlands; proposed stream buffer limits, if applicable; existing streets, utilities and drainage structures; proposed storm water management facilities and structures; and the location, type and approximate size of any proposed on-site detention and specifying the design storms that will be met.

Section 17. Preliminary Plat

Upon submittal of a Weston County Subdivision Application, and payment of the statutory fees to the County, the subdivider shall submit all supporting materials of a proposed subdivision to the County. The Weston County Planning Commission will review the Preliminary Plat at a regular meeting in conformance with the general design and improvement standards required herein.

- (14) If no public maintenance is proposed for streets, alleys, and roadways, the words "NO PUBLIC MAINTENANCE OF STREETS OR ROADS", in bold capital letters, shall appear upon the plat.
- (15) If no public garbage disposal is proposed the words "NO PROPOSED PUBLIC DISPOSAL OF GARBAGE", in bold capital letters, shall appear upon the plat.
- (16) Informational notes required by the County Contract Engineer or Weston County Commissioners and any County requirements as applicable
- (17) A legal description of the subdivision boundary based on accurate traverse, giving bearing and linear dimensions that result in a maximum allowable error of one part in 20,000.
- (18) Basis of bearings.
- (19) A tie to an established land corner monument. Plane-rectangular coordinates of the land corner shall be shown on the plat based on the current State Plane system. Horizontal control shall be at minimum of Second Order, Class ii with a minimum accuracy of 1:20,000.
- (20) The bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line, and lot dimensions shall be indicated inside perimeter boundary lines.
- (21) On curved boundaries and on all curves within the subdivision, sufficient data shall be provided to allow the re-establishment of the curves on the ground.
- (22) The location and layout of lots, blocks, tracts, county roads, roads, streets, alleys, easements, and other public grounds within the subdivision, with accurate dimensions in feet and one-hundredths of feet, bearings of all lines, length of radii and/or arcs of all curves. Bearings and lengths need not be given for interior lot lines where they are the same as both end lot lines.
- (23) All lots and blocks consecutively numbered in the center of the lot or block.
- (24) The location and the established elevation of the point of beginning and its proper reference to the monumented perimeter survey.
- (25) Bearings and distances located outside of the subdivision boundary lines.
- (26) Location and description of all monuments.
- (27) The name of all proposed streets.
- (28) Areas shall be identified on the plat where improvements will be restricted, such as in flood plains, wetlands, areas of high ground water and soil problems or types, slopes greater than 30 degrees and ridgelines.
- (29) Permit numbers for surface and ground water rights registered with the State Engineer's Office and identifying the land area affected by the permits for each lot within the subdivision shall be indicated on the plat, or included with supporting materials.
- (30) Reference on the Plat indicating where any restrictions and other items affecting the use of the subdivision shall be noted and recorded with the County Clerk's

Office.

- (31) Note; "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".
- (32) The location of any irrigation ditch and a note indicating the size of the easement surrounding the ditch and any specifications as determined by the ditch owner regarding restrictions around the ditch.
- (33) *A notarized certificate by all parties having any titled interest in or lien upon the land, consenting to the recording of the Plat and the dedication of public ways, grounds and easements. The certificate shall read as shown in Exhibit D.*
- (34) *Certificate of registered land surveyor as shown in Exhibit D.*
- (35) *Certificate of approval by the Weston County Contract Engineer as shown in Exhibit D.*
- (36) *Certificate of approval by an incorporated county or town within one mile of the subdivision as shown in Exhibit D.*
- (37) *Certificate of approval by the Weston County Commissioners as Shown in Exhibit D, Certificate of recording by the Weston County Clerk and Recorder as shown in Exhibit D.*
- (38) *Certificate of approval recommendation by the Weston County Planning and Zoning Commission as shown in Exhibit D.*

Section 24. Supporting Material for Final Plat

The following information and materials shall be submitted at the time of application for a Final Plat to the County:

- (1) Before a subdivision application is reviewed by the Weston County Planning and Zoning Commission, the subdivider shall submit plans containing evaluations of the proposed sewage system and water supply system to the Wyoming Department of Environmental Quality (DEQ) in Cheyenne, WY. The procedures are outlined in Chapter 23 of the DEQ water quality regulations. The DEQ's written comments/recommendation must accompany the documents submitted to the County upon submittal of a subdivision application.
- (2) A copy of all finalized, recordable instruments relating to the proposed subdivision including any restrictive covenants, Homeowner's Association documents, documents pertaining to an Improvement and Service District or a Water and Sewer District, Disclosure Statement, Subdivision Improvement Agreement, easements, original mylar, deeds and any other supporting documents.
- (3) Certificate of title.

- (4) Evidence that the Subdivider or his agent who offers any part of the subdivision for sale or who solicits any offers for the purchase thereof, may convey merchantable title subject only to noted reservations or restrictions of record, and subject only to proportionate share of real property taxes or assessments charged or assessed for the year in which any such sale be legally effected or binding arrangements have been made by the person or his agent who offers any part of the subdivision for sale, to assure purchasers of any part of the subdivision that upon full payment of the purchase proceed a deed can and will be delivered conveying merchantable title subject only to noted reservations or restrictions of record and free of encumbrances not specifically assumed by the purchaser, subject only to the proportionate share of such taxes and assessments thereon as may be levied or assessed for the year in which the sale may be legally effected.
- (5) Engineering drawings for all proposed streets, alleyways, infrastructure, amenities, etc..., which require review by the County Engineer.
- (6) Copies of all necessary easements or rights-of-way crossing adjoining properties, including all easements or rights of way access to and from the subdivision to a public road.
- (7) When a new street will intersect with a State Highway, a copy of the State Highway Permit. When a new street will intersect with a Weston County Road, a copy of the County permit.
- (8) Plans, drawings, and specifications for any other improvement required by these rules, such as but not limited a finalized drainage report
- (9) When applicable, a warranty deed conveying common land to a homeowner's association or similar body.
- (10) Review and recommendations from the Weston County Natural Resource District regarding soil suitability for construction, erosion control, sedimentation, flooding problems, and wetlands.
- (11) Where the proposed Subdivision would alter any lot line or any portion of a recorded plat, a copy of the proper legal instrument vacating the affected portion of the original plat.
- (12) A copy of the agreement between the subdivider and the utility companies such as electrical, gas and telephone outlining the initial arrangements that have been made to install the utilities. If there is no agreement, this must be noted on the Disclosure Statement. All utility easements shall be listed on the Final Plat.
- (13) Evidence that all fees, if applicable, or as amended have been paid:
 - Subdivision Permit fee.
 - Fire District fee.
 - Weston County Natural Resource District fee.
 - County fee
- (14) Where the proposed improvements would encroach upon any waterways, wetlands or flood plains, evidence that the proper permits have been received

from the Army Corps of Engineers or other governing authority.

- (15) Evidence that all fees have been paid to the appropriate governing body for any other service not herein specifically addressed, such as fees for Water Districts, Irrigation Districts, Improvement and Service Districts, etc.
- 16) Comments and evaluation from the State Engineer regarding ground water rights, which will be used or which may be affected, including the State Engineer application and permit numbers and description of expected effects. Plans for mitigation of water right conflicts resulting from the use of water within the proposed subdivision. With respect to any water rights appurtenant to lands to be subdivided in accordance with this section and prior to final approval of the subdivision the subdivider shall provide:
- a. Evidence that the subdivider has submitted to the state engineer the documentation necessary to relinquish the water rights and has notified purchasers and the board of this action; or
 - b. Evidence that the subdivider has submitted to the state engineer the documentation necessary to change the use, place of use or point of diversion to provide for beneficial use of the water rights outside the subdivision; or
 - c. A plan, and copy of what was submitted to and approved by the state engineer prior to the final approval of the subdivision application, for the distribution of the water rights appurtenant to the land to be subdivided. The plan shall specify the distribution of the water to the lots within the subdivision and shall include all appropriate applications for change of use, change of place of use or change in point of diversion or means of conveyance in accordance with W.S. 41-3-103, 41-3-104 or 41-3-114;
- (17) Disclosure Statement. A full disclosure statement shall be submitted before review or approval of a Final Plat. Copies of disclosure statements will be kept by the County and will be available on request to the public at a copy cost to the person(s) requesting the disclosure statement. Disclosure statements shall clearly and concisely present all the facts related to the following items:
- a. Street construction and maintenance (including snow removal responsibility).
 - b. Water supply - design criteria and maintenance responsibilities.
 - c. Sewage disposal design criteria and maintenance responsibilities.
 - d. Restrictive covenants - where copies are available and describe how they are enforced.
 - e. Association fees - should be listed and described as to allocations of funds, penalties for non-payment, procedure for change in fees.
 - f. Garbage disposal - statement to define financial and physical responsibilities.

- g. Telephone company construction charge - statement to define financial responsibility.
 - h. Cable TV charges - statement to define financial responsibilities.
 - i. Street and traffic control signs and devices - statements to define construction and maintenance responsibilities.
 - j. Street lighting - define construction and maintenance responsibilities.
 - k. Culverts, drainage - define construction and maintenance responsibilities.
 - l. Fire protection - status and description.
 - m. Building Codes - status of applicable codes which apply to construction within the subdivision.
 - n. Improvement Agreement - statement to define financial responsibility for construction and connections.
 - o. Postal Service - define level of service and responsibility of homeowners and the developer concerning mailbox construction and maintenance.
- 18) Where individual on-lot wells are proposed as the water supply system, a report submitted by the subdivider demonstrating the safety and adequacy of the water supply system shall address, at a minimum, the following:
- a. The estimated total number of gallons per day for the subdivision;
 - b. Information relative to the potential availability and quality of groundwater proposed within the subdivision which may consist of new data, existing data on other working wells in the area, or other data, including drilling logs, from a test well drilled within the proposed subdivision indicating soil types, depth, quantity and quality of water produced in the test well.
- 19) Documentation satisfactory to the board that adequate access has been provided and that all proposed streets, alleys and roadways within the subdivision conform to the minimum standards adopted by the board and applied uniformly throughout the county which shall not in itself constitute consent of the board to locate, repair or maintain roadways and facilities. If, however, the subdivider proposes to make any streets, alleys or roadways private, then the subdivider shall submit to the board properly acknowledged written certification that certain streets, alleys or roadways within the subdivision shall remain private and the board shall be under no obligation to repair, maintain or accept any dedication of such roads to the public use. If no such public maintenance is contemplated, the subdivider shall put a legend on the plat of the subdivision, on all advertisements and solicitations for the subdivision and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision showing the streets, alleys and roadways showing in capital letters "NO PUBLIC MAINTENANCE OF STREETS OR ROADS".

- 20) *Subdivision Improvement Agreement for a Planned Unit Development (PUD)*. Any other information consistent with this article and the board's published rules and regulations which the board deems pertinent or relevant to the evaluation of the application;
- 21) If the subdivision is located within an irrigation district or within lands, served by a ditch, irrigation company or association or by an unorganized ditch, evidence that the plan has been submitted to the district board company, or association, or the remaining appropriators in the case of an unorganized ditch for their review and recommendations;
- 22) Evidence that the subdivider will specifically state on all offers and solicitations relative to the subdivision his intent to comply with this paragraph and that the seller does not warrant to a purchaser that he shall have any rights to the natural flow of any stream within or adjacent to the proposed subdivision. He shall further state that; "The Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of the stream or river".
- 23) If a centralized water supply system is proposed on the parcel or parcels, a study evaluating the water supply system proposed and the adequacy and safety of the system. The study shall include information relative to the potential availability and quality of groundwater proposed within the parcel or parcels which may consist of new data, existing data on other working wells in the area, or other data, including drilling logs, from a test well drilled on the parcel or parcels indicating soil types, depth, quantity and quality of water produced in the test well. Where individual on-lot wells are proposed, the study shall not be required and the words "NO PROPOSED CENTRAL WATER SUPPLY SYSTEM," in bold capital letters shall appear on all offers, contracts, agreements and plats relating to the parcel or parcels.
- 24) A study evaluating the sewage system proposed for the subdivision and the adequacy and safety of the system. Where individual on-lot sewage systems are proposed, the words "NO PROPOSED CENTRALIZED SEWAGE SYSTEM," in bold capital letters shall appear on all offers, contracts, agreements and plats relating to the subdivision;
- 25) A study evaluating the water supply system proposed for the subdivision and the adequacy and safety of the system. The study shall include information relative to the potential availability and quality of groundwater proposed within the subdivision which may consist of new data, existing data on other working wells in the area, or other data, including drilling logs, from a test well drilled within the proposed subdivision indicating soil types, depth, quantity and quality of water produced in the test well. Where individual on-lot wells are proposed, the words "NO PROPOSED CENTRAL WATER SUPPLY SYSTEM," in bold capital letters shall appear on all offers, contracts, agreements and plats relating to the subdivision;
- 26) Documentation that adequate ingress and egress access has been provided to all proposed lots, units, tracts and parcels and that all proposed lots, units, tracts,

parcels, streets, alleys and roadways within the subdivision conform to the minimum standards adopted by the board and applied uniformly throughout the county which shall not in itself constitute consent of the board to locate, repair or maintain roadways and facilities. If, however, the subdivider proposes to make any streets, alleys or roadways private, then the subdivider shall submit to the board properly acknowledged written certification that certain streets, alleys or roadways within the subdivision shall remain private and the board shall be under no obligation to repair, maintain or accept any dedication of these roads to the public use. If no such public maintenance is contemplated on any of the roads, the subdivider shall put a legend on the plat of the subdivision and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision showing the streets, alleys and roadways showing in capital letters "NO PUBLIC MAINTENANCE OF SPECIFIED STREETS OR ROADS".

- 27) A draft of the proposed covenants for the subdivision stating, in detail, the proposed use restrictions and the proposed method for maintaining improvements.
- 28) Where applicable, a copy of any existing covenants affecting the property.
- 29) The board shall require the applicant to obtain review and recommendations from a fire protection district in which any portion of the subdivision lies, from the authority having jurisdiction over fire prevention and protection in the area or from the nearest fire protection district if no part of the subdivision lies within a fire protection district, regarding adequacy of fire protection measures. If the entire subdivision does not lie within a fire protection district and no county, town or fire protection district is obligated to provide fire protection pursuant to an agreement authorized by law the subdivider shall put a legend on the plat of the subdivision and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision showing in capital letters "LOTS ARE NOT PART OF A FIRE PROTECTION DISTRICT AND FIRE PROTECTION IS NOT OTHERWISE PROVIDED".
- 30) If the permit is approved the board shall require the applicant to put a legend on the plat and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision showing in capital letters "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE".
- 31) If the subdivider proposes to utilize adjoining property for sewers, drainage, sewer lines, power lines or other utilities, the subdivider shall provide copies of binding easements of not less than twenty (20) feet in width for the proposed facilities from each property owner over whose land such services shall extend and shall provide a minimum access roadway right-of-way of sixty (60) feet to the subdivision for all public ways. Where no or limited on-lot utility connections are proposed, the words "NO PROPOSED UTILITY CONNECTIONS" or "LIMITED UTILITY CONNECTIONS," as appropriate, in bold capital letters shall appear on all offers, contracts, agreements and plats relating to the subdivision. A permit shall not be denied for failure to provide on-lot utility connections;

- 32) If the land division lies within one (1) mile of the boundary of an incorporated county or town, the land division shall conform to any county or town ordinance. Documentation provided shall show approval by the governing body of the county or town before it receives final approval from the Weston County Commissioners. It is up to the subdivider's surveyor or engineer to certify that the subdivision does or does not lie within 1 mile of an incorporated county or town.
- 33) The subdivider shall provide a list of landowners of record within 1000 feet of the proposed subdivision and shall contact such landowners by certified mail, proof of which shall be filed as supporting documentation.
- 34) Copies of all easements, including all rights-of-way easements or access permits to and from the subdivision to a public road.
- 39) If a Homeowners' or landowners' Association, or equivalent, is formed then, as a minimum, the subdivider shall provide adequate initial funding and a means for enforcement of: the by-laws of the association; continuous health and safety inspections; procedures for immediate maintenance to correct unsafe conditions by appropriate state and/or county personnel; and for receiving and processing complaints.
- 40) Where individual on-lot sewage systems are proposed by the subdivider, a report submitted by the subdivider shall document the safety and adequacy of the proposed on-lot sewage systems including the following:
 - a. Adequacy of separation distances;
 - b. Separation of drainfield relative to groundwater and impervious soils;
 - c. Suitability of the subdivision soil conditions;
 - d. Suitable topography;
 - e. Proposed population density;
 - f. Protection of groundwater uses; and
 - g. Watersheds located on or draining into, under or over the proposed subdivision.

Section 25. Amending A PUD

- A. Application Procedures: Deviations or modification from the terms or conditions of an approved PUD permit or any alteration in a project for which a PUD permit has been approved shall require an amendment of the original permit. An application for amendment of the original PUD permit specifying the proposed variance or alteration shall be submitted to the County, together with a fee established by County Commissioners and such information as is required by the County or as the applicant deems necessary to fully explain his/her application amendment. In all cases, an applicant shall pay, as an additional fee, any consulting expenses which are incurred by the County in review of the application. The same application and hearing procedure for an amendment of a PUD permit shall be followed as was

followed with respect to the Final Plat process. Development of less than what was approved as part of a particular phase does not necessitate use of the amendment process.

- B. Action by the Planning Commission and County Commissioners: The same review procedure by the Planning Commission and County Commissioners shall be followed for a Major Amendment of a PUD as was followed with respect to the applicant's initial request. A majority vote of the Commission and Commissioners shall be required for a proposed amendment request.
- C. The review of minor amendments to a PUD will be evaluated by the Planning and Zoning Commission and acceptance or rejection of said amendments made a part of their minutes.
- D. Minor Amendments: Minor amendments to a PUD final development plan are:
 - (1) Size increases to signage or an increase in the amount of signage
 - (2) Landscape changes
 - (3) Parking lot configuration changes (not changes in number of spaces).
 - (4) Ten percent or less change in floor area in any one structure.
 - (5) Ten percent or less change in the approved separation of buildings.
 - (6) Any change in the originally approved setbacks from property lines.
 - (7) Five percent or less increase in the ground area covered by the project.
 - (8) Five percent or less increase in the number of residential nonresidential units; or
 - (9) Less than a five percent change in the number of parking spaces.
 - (10) Changes to the location of proposed amenities.
- E. Major Amendments: Major amendments to a PUD final development plan are:
 - (1) A decrease in the amount of approved open space;
 - (2) More than a ten percent increase in floor area in any one structure;
 - (3) More than a ten percent increase in the approved separation of buildings;

- (4) A significant change to the originally approved setbacks from property lines;
- (5) More than five percent change in the ground area covered by the project;
- (6) More than five percent change in the number of residential or nonresidential units;
- (7) Five percent change or more in the number of parking spaces; or
- (8) The introduction of new uses not approved during the Master Plan process.
- (9) Changes to proposed amenities.
- (10) Changes to Improvement Agreements/Development Agreements.

E. Review of major amendments. Any major amendments to a PUD shall be considered by the Planning Commission at a public hearing. Recommendations from the Planning Commission shall be forward to the Board of Commissioners in which such amendment(s) shall require a majority vote from both Boards.

Section 26. Development Standards

Part of the negotiation process at the concept planning stage of a PUD is to establish land uses, architectural standards, density and open space components as well as define the general layout of the development. Proposed components of a development can be negotiated so as to achieve the intent of this resolution and to produce a planned community that contributes to the health, safety and welfare of Weston County and its residents.

- A. Open space shall be required within a PUD and shall be devoted to active and/or passive recreational uses. Parking areas, storm drains, irrigation ditches, and access or utility easements shall not be included in the open space calculations.
- (1) A minimum of 25% open space shall be required for any PUD.
 - (2) Active recreation: shall include such amenities, but not be limited to; playgrounds, ball fields, swimming pools, bike paths, tennis and basketball courts, golf courses, and other comparable and compatible uses as approved by the County.
 - (3) Passive recreation: shall include such amenities, but not be limited to; picnic areas, nature trails, natural areas (wetlands, creeks, etc) horse riding trails and other comparable and compatible uses as approved by the County.
 - (4) Whenever possible, open space shall connect with existing or potential open space lands on adjoining parcels and local or state trails.
 - (5) Landscaping: In any PUD, landscaping shall be provided according

to a plan approved by the County, which shall include a detailed planting list with sizes and species indicated as part of the final plan. In assessing the landscaping plan, the County shall consider the natural features of the particular site, the architectural characteristics of the proposed structures and the overall scheme of the PUD plan.

- B. Lots that are not connected to public or common water and sewerage systems shall be large enough so as to provide sufficient area for a replacement septic system, such lot sizes are usually 1.5 acres or larger.
- C. Lots that are connected to public water but not sewerage shall also be large enough so as to provide sufficient area for a replacement septic system.
- D. Lots and buildings should be clustered to minimize negative impacts on the natural, scenic, and cultural resources of the site where possible.
- E. Building envelopes shall be established on all detached single family and non-residential, individual lots and shall not exceed 50% of the lot size. Included in the building envelope shall be the placement of all accessory buildings and structures, which can be used for secondary living space and/or storage facilities or workshops. Multi-family lots, mixed use lots, multi-building, non-residential parcels (commercial or industrial sites), shall have established building envelopes where possible.
- F. Water and Sewerage Infrastructure: Central water and sewer systems shall be provided where practical, with the intent to minimize the amount of individual wells and septic systems.
- G. Non-residential Standards: Non-residential uses are encouraged to be combined or located with other non-residential uses as a cluster in order to minimize the sprawling of land uses.

Section 27. Density

The maximum allowable density in a PUD shall be determined by standards negotiated and agreed upon between the applicant and the County. In all cases, the negotiated standards shall be consistent with the development policies as contained in the Comprehensive Plan and other applicable county regulations. Whenever a PUD is to be developed in stages, the total density shall be proportionately provided percentagewise to the percentage of open or common space proposed.

- (1) The maximum density shall be calculated on the land area (net acreage) that remains after deducting all street right-of-way requirements, open space, easements and other unusable areas as determined by these regulations or approved conditions from the County Commissioners.
- (2) The actual density of the PUD shall be determined by conditions specifically applicable to the site such as topography and adequacy of public services.

Section 28. Setbacks

A PUD should follow the setback standards established in Chapter VIII, DESIGN AND ENGINEERING STANDARDS, unless other guidelines are proposed.

Section 29. Open Space

Primary Open Space(s) are areas of a development that are sensitive natural features that are the natural and obvious areas of a site that may be included as part of the overall open space calculation. These areas should be designated and kept as undisturbed areas or have limited disturbance. Open Space shall be delineated on Preliminary and Final Plats. Such areas may be used as passive recreational areas with limited disturbance such as construction or other means that may permanently disturb the natural existence of such elements.

- A. Primary Open Space: These passive open areas shall include but not be limited to:
- (1) Habitats for endangered or threatened species as defined by United States Fish and Wildlife Service;
 - (2) Alluvial soils identified by the Federal Emergency Management Agency (FEMA) and 100-Year floodplain;
 - (3) Unstable soils as determined by NRCS;
 - (4) Ridgelines;
 - (5) Any perennial stream or river (or portion thereof) that is portrayed as solid on the United States Geological Survey 7.5 minute quadrangle maps, of the most recent edition;
 - (6) Wetlands subject to the jurisdiction of the U.S. Environmental Protection Agency or the Army Corps of Engineers.
 - (7) Lakes, streams, creeks or other bodies of water,
 - (8) Riparian areas;
 - (9) Existing slopes greater than 35 degrees on average with a site area greater than 5,000 square feet identified as part of a site analysis conducted by a registered engineer, land surveyor or landscape architect and calculated using topographic maps from a topographic survey prepared by a licensed land surveyor.
 - (10) Rock crops,
 - (11) Historical sites,
 - (12) Irrigated lands and other geological and hydrological formations,
 - (13) Woodlands, grasslands, mature tree clusters where appropriate.
- B. Secondary Open Space: This active open space consists of developed, buildable lands that are cleared and graded and therefore reduce natural resources and

wildlife habitats. These active open spaces shall include but are not limited to:

- (1) Public and private, pedestrian areas, bicycle and equestrian trails, picnic areas, community commons or greens, and similar areas, public and private parks, playing fields, and playgrounds, pools, etc.

C. Open Space Design Review Standards. The configuration of Open space areas shall comply with the following standards:

- (1) Where the proposed development adjoins public lands or existing conservation easements, an open space area of at least thirty (30) feet shall be provided within the development along its common boundary with the park land or conservation easement, within which no new structures shall be constructed and no clearing of trees or understory growth shall be permitted (except as necessary for street or trail construction). Where this buffer is not wooded, the County or designee may require that vegetative screening be planted or that the buffer be managed to encourage natural vegetation growth through “no-mow” policies and the periodic removal of invasive alien plants and tree species.
- (2) Open space shall be interconnected wherever possible to existing and potential open spaces on adjacent properties as well as to other internal open spaces on the development site to provide a continuous network of such lands within and adjoining the development site.
- (3) Except for civic and recreational spaces, such as squares and playing fields, open spaces shall be free of all structures, excluding, however, historic buildings, stone walls, and structures related to open space land-uses. Structures and improvements made for storm drainage, sewage treatment, and water supply may be located in open space areas. Acreage set aside for such uses shall not be credited towards the minimum required open space, unless the land remains appropriate for passive recreational use.
- (4) Except in those cases where a portion of the open space is located on private house lots, this open space shall provide for pedestrian pathways for use by the residents of the subdivision. Consideration shall be given to providing for public access on such trails if they are linked to other publicly accessible pathway systems within Weston County or an adjoining jurisdiction. Provisions should be made for access to the open space land, as required for land management and emergency purposes.
- (5) Open space shall adjoin the largest practicable number of lots within the development. Non-adjoining lots shall be provided with safe and convenient pedestrian access to open space.

- (6) Open space shall be suitably landscaped either by retaining existing natural cover and wooded areas or according to a landscaping plan to protect and enhance greenway resources. In any case, preservation and retention of natural cover is preferable and may be supplemented by additional landscaping where necessary.
- (7) Open space shall be contiguous. Contiguous shall be defined as being connected based on the following:
 - a. The minimum width of any open space is 30 feet and shall contain at least 6,000 square feet of contiguous area unless the open space is the terminus of a cul-de-sac, where the minimum width of 15 feet shall be permitted.
 - b. All open space networks shall provide connectivity to any common areas within the development and to any adjacent public places or rights-of-way.
 - c. Where path networks cross internal subdivision streets or public streets, access points shall be directly across from each other or as approved by the Board of Commissioners or their designee.
 - d. Crossings and access points shall be clearly identified to pedestrians and motorists and may include traffic control devices, bridges and tunnels as approved by the Board of Commissioners or designee.
- (8) Open spaces will still be considered connected if separated by a roadway. The Board of Commissioners may waive the requirement of connectivity for all or part of the required open space where it is determined that allowing non-contiguous open space will promote the goals of this section.
- (9) Common and non-common areas in open space land shall be preserved for their designated uses and shall be made subject to the restrictive covenants, management plan and such conservation easements, duly recorded in the office of the Weston County Clerk.
- (10) The percentage of the open space that are wetlands shall not typically exceed the percentage of the entire Subdivision that are wetlands, unless such promotes the purposes of this regulation
- (11) Paths or walkways may be permitted within wetlands and protected waterway areas if constructed of pervious materials.
- (12) Open spaces shall be used for wildlife habitat, conservation, and other uses compatible with these regulations.
- (13) Dedicated open spaces shall be prohibited from further subdivision or development by deed restriction, conservation easement, or other agreement in a form acceptable to the Board of

Commissioners and duly recorded in the office of Weston County Clerk.

- (14) Management Plan. A detailed ownership and management plan for the open spaces shall be filed with the plat for any proposed Planned Unit Development. The plan shall:
 - a. Identify the owner, entity responsible for maintenance, and long-term funding strategies such as homeowners' fees or assessments.
 - b. Demonstrate the financial feasibility of the ownership and maintenance program.
 - c. Specify guidelines for how the maintenance of the open spaces and any facilities eligible for location in the open spaces will occur.
 - d. Include cost estimates for maintenance, including staffing, operation, or insurance costs, if any.
 - e. Identify a board and procedures for oversight of an enforcement of the Management Plan.

Section 30. Conditions

Reasonable conditions may be required and applied at the time of approval of a PUD; for the purpose of ensuring that public services and facilities affected by a portion of or the entire development will be capable of accommodating increased use of such facilities. Also, conditions may be applied that will ensure protection of the natural environment and resources, the community as a whole and to meet the intent of these regulations. All conditions imposed shall be made a part of the recorded Plat.

CHAPTER VI CORRECTED PLATS

Section 1. Process

If, after the approval and recording of a subdivision plat, errors are found in the language or numbers on the recorded plat, the subdivider shall file a properly signed, corrected or revised original mylar or linen with the Weston County Contract Engineer. The plat shall be noted CORRECTED PLAT under the name of the subdivision. Notations shall be made on the face of the plat listing all corrections made and the book and page numbers where the original plat was recorded. The Weston County Contract Engineer shall review the plat for correctness. The subdivider shall secure the signatures of the proper public officials on the corrected plat, and present the plat to the Weston County Commissioners for the reaffirmation of their approval and

to the Weston County Clerk for recording. The proper legal instrument vacating the original plat shall be submitted for recordation in the Office of the Weston County Clerk before, or at the time of, recording the corrected plat. The current statutory fee will be assessed for the filing of a corrected plat.

CHAPTER VII DESIGN AND ENGINEERING STANDARDS

The following standards apply to both Minor and Major Subdivisions.

Section 1. General Standards

Land subject to hazardous conditions such as possible subsidence, shallow water table, severe soil hazards, floods and polluted or non-potable water supply shall be identified and shall not be subdivided until the hazards have been eliminated or will be eliminated by the subdivision and construction plans.

Section 2. Lots, Blocks, and Tracts

- A. Blocks in subdivisions where lots average less than one (1) acre shall be not less than five hundred (500) feet and not more than thirteen hundred twenty (1320) feet in length.
- B. In residential development, the block width shall normally be sufficient to allow two (2) tiers of lots
- C. In subdivisions, which are to be served by private water and/or sewer systems, minimum lot sizes shall be in accordance with the provisions of Section 4 of this chapter.
- D. Lot sizes and shapes for cluster developments shall be judged on their merit, with consideration given to the reservation of land as open space or for recreational use.
- E. Minimum lot width shall be seventy-five (75) feet.
- F. In the case of irregular or wedge-shaped lots, no lot shall be less than forty (40) feet in width at the front property line.
- G. Corner lots for residential use shall have extra width to permit use building setback of at least twenty-five (25) feet from and orientation to both roads.
- H. Double-frontage lots shall be avoided, except where these lots adjoin upon an arterial street. When this is the case, access to those lots from the arterial street shall be prohibited. Access to residential lots from collector streets shall be avoided to the greatest extent practicable.

- I. The subdividing of land shall be such as to provide each lot with satisfactory access to a public road.
- J. When a lot is less than five (5) acres in size, the depth to front ratio of the lot shall not exceed 3 to 1. An average depth shall be determined for irregularly shaped lots.

Section 3. Roads and Streets

- A. The street or road layout shall conform to any County Road Plan or Design Guide for Local Roads and Streets by the Wyoming Highway Department. Further, where proposed roads intersect with County Roads or State Highways, the subdivider must provide evidence that the proposed intersection meets County or State requirements.
- B. At least one roadway from a public roadway to any subdivision, having a right-of-way of at least sixty (60) feet in width, must be provided to any subdivision.
- C. Local streets shall be designed to discourage excessive through traffic.
- D. Provisions must be made with stub streets or extensions of new streets to connect to existing streets, to provide an efficient street system. Not more than four (4) lots shall front on a stub street except where a temporary cul-de-sac is provided.
- E. Intersections of local streets with arterial streets shall be kept to a minimum.
- F. No more than two (2) streets shall intersect at one point, to avoid hubs.
- G. When similarly situated, streets shall have the names of existing streets wherever practical. Otherwise, there shall be no duplication of street names within the county. Street signs bearing the name of each street shall be placed at all intersections by the subdivider and maintained by the subdivider.
- H. Cul-de-sacs shall not be longer than twelve hundred (1200) feet to the end of the turn around. The improved surface of the cul-de-sac shall have a radius of not less than fifty-five (55) feet and a right-of-way radius of not less than sixty-five (65) feet.
- I. The maximum grade for streets shall be eight percent (8%). Grades of up to ten percent (10 %) may be allowed for short distances where approved by the Weston County Contract Engineer and Weston County Commissioners.
- J. A tangent of at least one hundred (100) feet shall be provided between all reverse curves on collector and arterial streets.

- K. All changes in street grades greater than two percent (2%), shall be connected by vertical curves.
- L. The right-of-way and improved surface widths for roads, streets, and alleys included in any subdivision shall comply with the current Design Guide for Local Roads and Streets prepared by the Wyoming Highway Department, and subsequent rules, as follows:

MINIMUM DESIGN CRITERIA

Classification	AADT	Right-of-Way	Design Speed	W/curb Gutter
Alley	-----	20'	-----	15'
Local	0 - 499	60'	30 MPH	34'
Minor Collector	500 - 1,999	80'	40 MPH	40'
Major Collector	> 2,000	80'	50 MPH	40'
Arterial	> 2,000	100'	50 MPH	Variable

- M. Street surface and width for cluster development shall be judged on their merit.
- N. Where not specified herein, or where the design of streets or roads warrant design criteria beyond the minimum standards provided herein, the design of streets and roads shall comply with the standards promulgated in the current Design Guide for Local Roads and Streets, prepared by the Wyoming Highway Department.

Section 4. Water and Sewer Standards.

- A. Meet that all the requirements under Wyoming State Law, including, but not limited to WS 18-5-306.
- B. If the proposed subdivision is to be served by individual or domestic water systems and domestic or individual sewage disposal systems, all applicable DEQ rules and state statutes shall apply.
- C. Where a public sewer system is proposed, drawings shall be submitted providing sufficient information to assure that the proposed sewage system meets County, State, Federal, and other local governing authority standards.

Section 5. Curbs and Gutters

- A. Curbs and gutters shall be required in any subdivision where the minimum lot size is less than ½ acre.
- B. Curbs and gutters shall be constructed to meet or exceed the standards provided in Section 3 above.

Section 6. Sidewalks

- A. Sidewalks shall be required in any subdivision where the minimum lot size is less than one-half (1/2) acre.
- B. Sidewalks shall be constructed of concrete at least four (4) feet in width and four inches in thickness or as otherwise approved by a Weston County Contract Engineer.
- C. Sidewalks on major collector shall be constructed adjacent to the property line on land dedicated to public use.

Section 7. Fire Safety Standards.

Written approval of the plan for fire safety by the rural fire district or Weston County Fire Warden in which the subdivision is situated, shall accompany supporting materials of the Final Plat to the Weston County Commissioners.

Section 8. Drainage

- A. A drainage report summarizing the historic drainage of the site, changes in the drainage caused by the proposed subdivision, and the proposed facilities for handling surface and subsurface drainage shall be submitted with the Preliminary Plat. Acceptable engineering practices shall be used to maintain drainage at historic flows and comply with any county, state or federal laws or rules and regulations governing flood plains.
- B. Land subject to flooding shall be reserved for uses that do not increase the danger of flooding or are not endangered by flooding which might occur, or they shall be set aside in a designated drainage easement. Subdivisions which include flood plains or designated drainage easements within their boundaries shall be platted in such a way that each lot contains a sufficient safe, buildable area and in a way consistent with the provisions of any county, city, town, or state or federal adopted flood plain management resolutions.

Section 9. Utility Easements

- A. Utility easements shall measure at least ten (10) feet in width on each side of abutting rear lot lines. On subdivision perimeter rear lot lines adjacent to un-subdivided property, utility easements shall measure at least five (5) feet in width on each side of the lot line or ten (10) feet within the rear of the lot. Front lot easements where necessary, shall measure ten (10) feet in width. All other necessary utility easements shall measure at least twenty (20) feet in width.

- B. In the event that the location of utility easements adjacent to rear property lines is unsuitable for use by utility companies due to drainage or other obstructions, the subdivider shall provide like width easements adjacent to the front or side lot lines.

Section 10. Monuments

- A. Permanent monuments shall be set on the external boundary of the subdivision. Subdivision corners shall be set with two (2) inch diameter brass or non-corrosive metal caps. These caps shall be set in concrete or affixed to thirty (30) inch lengths of galvanized pipe and properly marked, or 5/8th-inch by 18-inch rebar, anchored in concrete and appropriately marked, may be used. The surveyor's registration number shall be stamped on all exterior boundary monuments.
- B. Block and lot monuments shall be set with a minimum 5/8th-inch by 18-inch rebar with a brass or non-corrosive metal caps marked cap. The surveyor's registration number shall be stamped on all exterior boundary monuments.
- C. Within one (1) mile of any incorporated town or city, one (1) benchmark shall be set within every subdivision before the submission of the Final Plat for approval. The benchmark shall be tied in with a government benchmark.

Section 11. Maintenance of Improvements

An Improvement and Service District, homeowners association, or equivalent governing agency or organization may be established for the purpose of maintaining roads, sewage, domestic water source, irrigation facilities, open space, or other common facilities and shall provide that the association maintain all such facilities in a reasonable order and condition.

Section 12. Guarantees

- A. Prior to approval of a Final Plat by the Weston County Commissioners, the subdivider shall submit an executed Subdivision Improvements Agreement or Planned Unit Development Subdivision Agreement on the respective standard form provided by the County, and shall:
- (1) Provide an acceptable guarantee for the remaining public improvements as outlined in the Subdivision Improvement Agreement or Planned Unit Development Subdivision Improvement Agreement.

- B. As improvements are complete, inspected, and approved by the subdivider's engineer and approved by the Weston County Contract Engineer, the subdivider may apply to the Weston County Commissioners for release.

Section 13. Inspections

- A. All public improvements must be designed by professional engineers licensed to do such work in the State of Wyoming and must have the approval of the Weston County Contract Engineer.
- B. All improvements are subject to inspection by County personnel, State or Federal Inspectors without notice.

**CHAPTER VIII
ADMINISTRATION AND ENFORCEMENT**

Section 1. Administration

- A. Weston County or any other agency as designated by the Weston County Commissioners shall administer these rules.
- B. The Weston County Contract Engineer and the Weston County Planning and Zoning Commission in accordance with the procedures established by these rules may first examine all plats submitted to the Weston County Commissioners.

Section 2. Approval by City or Town

- A. Pursuant to the provisions of Wyoming Statutes, when any subdivision lies outside the limits of an incorporated city or town, but within one (1) mile of the boundary of an incorporated city or town, that subdivision shall be approved by the governing body of the city or town before it receives final approval from the Weston County Commissioners.
- B. Where any provision of this resolution is in conflict with any requirement of an incorporated city or town for which joint approval is necessary under the provisions of Wyoming Statute, the more restrictive provision shall apply.

Section 3. Fees

- A. The following fees shall be submitted with the Final Plat as provided by law:

- (1) Subdivision Permit Fee. The fee shall be the greater of one hundred dollars (\$100.00) or \$10 per lot up to a maximum fee of one thousand dollars (\$1,000.00). All fees collected shall be credited to the County General Fund.
 - (2) Weston County Natural Resource District Fee: (if applicable).
 - (3) Proof of payment of City Fee: (if applicable).
- B. A recording fee as determined by the County Clerk shall accompany the plat and the other documents required when submitted for recordation.

Section 4. Variances

- A. Should the subdivider clearly demonstrate that by clear and convincing evidence, because of peculiar physical conditions pertaining to his land, the literal enforcement of one or more of these regulations or minimum standards is impractical or will exact undue hardship, the Weston County Commissioners may permit such variance or variances as may be reasonable and within the general purpose and intent of the rules.
- B. If the subdivider requests a variance from any particular requirement of this rule, he must submit that request in writing to the Weston County Clerk at the time of submission of the Preliminary Plat, or Final Plat as applicable. Action on the request will then be taken when the Weston County Planning and Zoning Commission reviews the application. A public notice and hearing must be held on the variance before any decision on the variance. The Weston County Commissioners will then either approve or deny the variance request, following a public meeting on the variance request.

Section 5. Appeals

Any subdivider or landowner aggrieved by the action of the Weston County Planning and Zoning Commission in their administration of these rules may request a hearing before the Weston County Commissioners. The request shall be in writing, shall be submitted within thirty (30) days of the action or decision appealed from, and shall state the specific relief which the subdivider or landowner seeks. Within thirty (30) days of the receipt of such a request, the Weston County Commissioners shall hold a hearing to determine the proper disposition of the matter. At the hearing, the Weston County Commissioners shall consider not only the subdivider's appeal, but also the written or verbal comments of the Weston County Contract Engineer, the Weston County Planning and Zoning Commission, agency or person making an appeal. The Weston County Commissioners shall either reaffirm or modify the decision of the Weston County Contract Engineer, agency or person and note the decision in the record of its hearing. If the appeal is successful, the subdivider may then proceed with the subdivision of his

land based upon this decision of the Weston County Commissioners. This decision shall be binding upon all agencies and administrative personnel of Weston County.

Section 6. Vacations

See current State Statutes.

Section 7. Investigatory Powers

See current State Statutes.

Section 8. Enforcement

See current State Statutes.

Section 9. Penalties

See current State Statutes

Section 10. Severability.

If any section of this rule is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, then such section shall be considered separately and apart from the remaining provisions of this rule, said section to be completely severable from the remaining provisions of the rule and the remaining provisions of this rule shall remain in full force and effect.

Section 11. Definitions

For the purpose of this resolution, the present tense shall include the future tense, the singular member includes the plural, and the plural member includes the singular. In interpreting these regulations, the following definitions shall apply:

- A. Alley. A public thoroughfare which affords only a secondary means of access to abutting property.
- B. Block. A piece or parcel of land surrounded by public highway, streets, streams, railroadrights-of-way or parks, or a combination thereof.
- C. Weston County Commissioners. The elected County Commissioners of Weston County, Wyoming.

- D. Building Standards. Building standards refer to minimum standards having been adopted by an incorporated city or town or the County regulating construction techniques, materials, plumbing or heating for the construction, remodeling, additions or repairs to buildings.
- E. Comprehensive Plan. The duly adopted plan for the future growth, protection and development of the County.
- F. Concept Plan. The sketch map or maps of a proposed subdivision, drawn and submitted in accordance with the requirements of this resolution, to evaluate feasibility and general design characteristics at an early stage in planning.
- G. County Engineer and/or Contract Engineer. The engineer duly appointed, retained or contracted by and engaged as such by the Board of County Commissioners, who reviews and inspects civil projects for and in behalf of the County, and who is registered by the State of Wyoming.
- H. County Road. A public thoroughfare established in accordance with Wyoming Statutes. A county Road is managed and maintained by the County at the discretion of the Weston County Commissioners. All public roads are not necessarily county roads.
- I. Cul-de-sac. A public street having one end connected to a public street and being terminated by a vehicle turnaround at its other end.
- J. DEQ. The Wyoming Department of Environmental Quality.
- K. Developer. The legal or beneficial owner(s) of a lot or parcel of any land proposed for inclusion in a development, including the holder of an option or contract to purchase.
- L. Domestic water supply. Any water supply being distributed by four (4) or more service connections used to furnish water for human consumption either in preparing foods or beverages for inhabitants of residences or business establishments.
- M. Drainage easement. A land area designated on a plat, set aside to accommodate the calculated and approved flow or storage of storm waters, and kept free of unapproved structures or other impediments.
- N. Easement. A grant by the property owner to the public, a corporation, or persons, of the use of land area for specific purposes and which generally takes priority over other uses of the land.
- O. Encumbrance. A mortgage or other lien or record securing or evidencing indebtedness and affecting land to be subdivided including liens for labor and materials. Taxes and assessments levied by a public authority are not an encumbrance, except such taxes and assessments as may be delinquent.

- P. Lot. A defined and numbered parcel of land intended as a unit for transfer of ownership or development. Parcel, lot and tract are terms used interchangeably in these rules.
- Q. Mobile Home Court. A division of a lot, tract, parcel or other unit of land into three (3) or more lots, plots, units, sites or other subdivisions of land for the immediate or future purpose of sale and placement of mobile homes.
- R. Owner. Any person having a legal or equitable interest in land.
- S. Person. A natural person, firm, corporation, partnership, or association, or any combination of the above, or any other legal or commercial entity.
- T. Planned Unit Development (PUD): An area of land improved as a residential, commercial or industrial development or a combination thereof, in which normal restrictions of lot sizes, setbacks, densities, land uses, and other criteria may be relaxed in return for development in conformance with an approved plan in the total parcel.
- U. Plat. A map or drawing prepared in accordance with the adopted subdivision rules.
- V. Plat, Final. A detailed map representing a tract of land showing the permanent boundaries and locations of individual properties, roads and other improvements, as well as the legal description and location of the improved tract of land, known as a subdivision.
- W. Plat, Preliminary. An introductory map representing a tract of land showing the proposed boundaries and locations of individual properties, roads and other improvements prior to detailed engineering or design
- X. Public Improvements . All improvements constructed, installed, or refurbished by a Subdivider or their contractor within a subdivision that are intended for use by the general public or residents of the subdivision in common, and normally considered to include: Roads, Streets, Water Service, Sewer, Curbs and Gutters, Sidewalks, Fire Suppression Systems, Drainage Devices, and Utilities within easement corridors
- Y. Public Road. A public thoroughfare established by either dedication or as a County Road. A public road not established as a County Road is not maintained by the County nor is it a County Road. It is up to others to maintain the road.
- Z. Public or community sewer. Municipal, district or other government operated collection lines and treatment facilities.
- AA. Regulations. The Weston County Subdivision Regulations or any other regulations related to development, which may be adopted by the County

- BB. Resubdivision. The changing of any lot or lot boundaries, any public streets, alleys or other changes from the subdivision plat recorded in the office of the county Clerk shall be deemed a resubdivision.
- CC. Sell or sale. Includes sale, contract to sell, lease, assignment, auction, award by lottery, or any offer or solicitation of any offer to do any of the foregoing, concerning a subdivision or any part of a subdivision.
- DD. Street, collector. A public street, which collects, traffic from local neighborhood streets and carries it to an arterial street, highway or county road.
- EE. Street, local. A street which affords primary access to abutting private properties and which carries or which is projected to carry less than 500 vehicles per day.
- FF. Subdivider. Any person who lays out any subdivision or parts thereof either for the account of the subdivider or others.

Section 12. Effective Date.

This resolution shall become effective on the date it is filed in the Office of the Weston County Clerk.

EXHIBIT A

Weston County Subdivision Exemption Verification Form

Please check one of the following.

(A)_____ I hereby certify that this transfer of Real Property, located in Weston County Wyoming constitutes a transfer of greater than 35 acres.

(B)_____ I hereby certify that this transfer involves a tract of land, 35 acres or smaller, in its entirety, and does not include a division or split of realty.

-OR-

18-5-303. Exemptions from provisions.

(a) Unless the method of sale or other disposition is adopted for the purpose of evading the provisions of this article, this article shall not apply to any subdivision of land that:

(C)_____ (i) Is a division of land made outside of platted subdivisions for the purpose of a single gift or sale to a member of the landowner's immediate family, subject to the following requirements:

(A) A member of the immediate family is limited to any person who is a natural or adopted child, stepchild, spouse, sibling, grandchild, grandparent or parent of the landowner;

(B) The purpose of the division is to provide for the housing, business or agricultural needs of the grantee;

(C) Parcels created under this paragraph shall be titled in the name of the immediate family member for whom the division is made for a period of not less than one (1) year unless such parcels are subject to involuntary transfer including, but not limited to, foreclosure, death, judicial sale, condemnation or bankruptcy;

(D) No parcel smaller than five (5) acres created under this paragraph shall be further divided unless the owner obtains a subdivision permit pursuant to W.S. 18-5-304.

(D)_____ (ii) May be created by any court of this state pursuant to the law of eminent domain, by operation of law or by order of any court in this state;

(E)_____ (iii) Is created by a lien, mortgage, deed of trust or any other security instrument, easements and rights-of-way;

(F)_____ (iv) Concerns lands located within incorporated cities or towns;

(G)_____ (v) Is created by the sale or other disposition of land to the state of Wyoming or any political subdivision thereof;

(H)_____ (vi) Affects railroad rights-of-way;

(I)_____ (vii) Is a sale or other disposition of land for agricultural purposes or affects the alignment of property lines for agricultural purposes;

(J)_____ (viii) Is created by boundary line adjustments where the parcel subject of the sale or other disposition is adjacent to and merged with other land owned by the grantee;

(K)_____ (ix) Creates cemetery lots;

(L)_____ (x) Is created by the acquisition of an interest in land in the name of the husband and wife or other persons in joint tenancy or as tenants in common, and the interest shall be deemed for purposes of this subsection as only one (1) interest.

By my signature below, I do hereby attest that this real estate transaction is not in violation of Wyoming Statue 18-5-301 - 18-5-304 (ATTACHED)

Signature Date

Witness

EXHIBIT B

SUBDIVISION IMPROVEMENT AGREEMENT

This SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") entered into by and between Weston County, Wyoming, hereinafter referred to as "County", and (Owner, Subdivider, Agent, Corporation) _____ (*hereinafter referred to as Subdivider*).

Legal Description of Property:

A. General:

1. All improvements designated within this Agreement, attached hereto and incorporated herein by this reference, and being a list of the required and/or proposed improvements by the Subdivider and construction cost estimates as reviewed approved by the County Engineer shall be constructed and completed by the Subdivider according to plans and specifications prepared by the Subdivider or his engineer/agent(s) and approved by the County's designated engineer and the Board of Commissioners. All improvements shall be subject to independent inspection for compliance with all requirements of this Agreement. Such inspections shall not constitute acceptance of any future work that is not part of this Agreement and shall not relieve the Subdivider of any responsibility for satisfactory completion of any work. The Subdivider shall bear the costs for such inspections. Third Party Engineers and Inspectors shall be approved by the County Engineer.
2. Subdivider understands and agrees that Weston County, Wyoming shall have no liability whatsoever under this Subdivision Improvement Agreement to the Subdivider or to any other persons, partnerships, corporations, limited liability companies or other entities including landowners or others with an interest in the land within this subdivision. It is the County's intent to preserve its governmental immunity to the full extent allowed by law for any and all torts and for any action based upon but not limited to this subdivision improvement agreement.
3. It is not the intention of the parties herein in any way to diminish or limit the County's authority or power or to impose on the County any duty beyond its regulations and granted authorities as they may from time to time exist; nor to impose any special obligations on the County to approve or accept any future filings, applications, plans, drawings, security documents, improvements and/or conveyances. Nothing in this Agreement shall be construed to void the rights and obligations of the parties as set forth herein, to the extent such rights and obligations are consistent with state law and county regulations and policies. All parties expressly agree they will fully perform this Agreement.
4. **Project Description:** Whereas the Subdivider desires to develop the above mentioned property as a (Minor Subdivision, Major Subdivision or Planned Unit Development) to be known as _____, which shall consist of _____ acres and _____ units and any other amenities as shown on the final plat.
5. This Agreement is also recognized to provide for the establishment of vested property rights in order to ensure reasonable certainty, stability and fairness in the land use planning process and to foster cooperation between the Subdivider and the County.

C. Purpose:

The purpose of this Agreement is to provide for the completion of the subdivision public improvements as hereinafter defined in the; _____

(Name of subdivision)

1. This Agreement provides for the completion of specified Subdivision improvements within the above mentioned Subdivision and shall protect the County from inheriting the costs, the completion of, or any other obligations associated with the development of this subdivision.
2. This Agreement is not executed for the benefit of third parties such as, but not limited to, laborers or others providing work, services or material for the development of this subdivision and/or land buyers in the subdivision.
3. Agreement to Construct. Subject to and in accordance with the terms and provisions of this Agreement, Subdivider agrees to cause the subdivision improvements to be constructed and completed at Subdivider's expense, in accordance with plans approved by the County.
4. Final Plat Approval. The obligation of the Subdivider to construct and complete the subdivision improvements becomes binding upon approval and recordation of the final plat of the subdivision in the office of the county clerk.
5. Commencement of Construction and Improvements. Subdivider shall commence construction and installation of the subdivision improvements or one or more phases of the subdivision improvements **within _____ days** from the date of approval of the final plat(s) by the Board of Commissioners. At least once a month the Subdivider shall provide written progress reports to the County Engineer of any and all work that has been approved for construction by the County Engineer. The County Engineer shall determine the amount and type of inspections needed to review the construction and installation of the improvements covered under this Agreement.
6. Completion Date. All improvements shall be completed **within _____ months** from the date of approval of the final plat ("Completion Date" _____). The Completion Date may be extended with the approval of the Board of Commissioners for good cause as recommended by the County Engineer. Extensions of the time period on any letter of credit or approved security bond may also be extended by the Board of Commissioners as recommended by the County Engineer.
7. Construction Standards. The subdivision improvements shall be constructed in accordance with Plans and specifications approved by the Wyoming Department of Environmental Quality (DEQ) and the County Engineer who is responsible for reviewing and approving construction plans and improvements covered by this agreement and in accordance with other applicable state or county resolutions, and regulations.
8. Warranties of Subdivider. Subdivider warrants all subdivision improvements will be installed in a good and workmanlike manner and in compliance with the Plans, specifications and requirements of this Agreement, and shall be free of defects in materials and workmanship. The warranties of Subdivider shall remain in force and effect as to any completed part, portion or phase of the subdivision improvements for a period of **two years** after acceptance of such improvements as hereinafter specified in this Agreement. Subdivider further agrees that in the event any or all of the improvements fail to conform to the approved plans and specifications, or any other requirements of this Agreement. The Subdivider shall be responsible for and will pay all

necessary, costs for repairing, construction, reconstruction, or rebuilding of any improvements found deficient or not in conformity with this Agreement. The two year warranty requirement on Subdividers may be extended by the Board of Commissioners on work, workmanship and materials that require repair, rebuilding, reconstruction, change or alteration to the improvements within this Agreement. The two year period shall not terminate simply due to the completion of a 24 month calendar period.

9. Location of On Site Improvements: All subdivision improvements shall be constructed within the road/street right-of-ways, easements and/or designated areas dedicated to the public and shown as easements on the approved and recorded final plat and final engineering drawings. Failure of the subdivider to place easements on the final plat and/or final construction plans or to locate utilities or other on site improvements in designated easements, does not hold the county responsible or liable for any misconduct or poor judgment by the subdivider. On site improvements in a subdivision that fail at any time during the life of the subdivision will not obligate the county in any way to repair or rebuild such failings or problems, but it shall be the responsibility of the owner or owners within the subdivision to repair or rebuild any problems throughout the life of the subdivision.
10. The Subdivider shall cooperate in the inspection of improvements by the County Engineer, including without limit inspections from State agencies having jurisdiction over any portions of the improvements.
11. The Subdivider shall inform the County Engineer of any and all work to commence on the site at least 5 calendar days prior to commencing such work. During the course of construction the County Engineer may inspect said improvements as deemed necessary or prudent. The County Engineer shall retain copies of all inspection reports he performs and provide copies to the Subdivider. A copy of such reports shall be provided to the Planning and Zoning Commission each week. The Subdivider shall retain a copy of all inspection reports. A copy of the inspection reports shall be kept within the final plat file. Within 5 calendar days after any inspection, the County Engineer shall give the Subdivider written notice of approval, disapproval, deficient work and/or corrective action(s) that must be taken by the Subdivider to bring such correction(s) into compliance with this Agreement. All communication between Subdivider, the County Engineer and/or county officials or personnel shall be in writing in regards to the purpose of this Agreement.
12. The terms of this Agreement and the vested property rights expressly established under this Agreement shall commence on the effective date of approval of this Agreement.
13. No lots or tracts of land within the subdivision shall be developed until all improvements have been completed as necessary to services such lots or tracts.
14. This Agreement is also recognized to provide for the establishment of vested property rights in order to ensure reasonable certainty, stability and fairness in the land use planning process and to foster cooperation between the Subdivider and the County.

D. SECURITY FOR COMPLETION

- 1) Deposit of Security Bond for Subdivider's Obligations: The purpose is to secure the performance and completion of the obligations on the Subdivider under this Agreement for specified subdivision improvements. The Subdivider shall deposit with the County Clerk an *irrevocable*

letter of credit, bond or similar financial statement as herein defined. The security bond shall be provided and available to the Weston County Board of Commissioners at the time of recordation of the final plat.

- 2) The security bond shall not terminate simply due to a termination of its two year period. The security bond shall be retained by the County until satisfaction of Subdivider's obligations under this Agreement has been met.
- 3) A security bond for the subdivision shall be in an amount equal to **110%** of the approved cost estimates to construct the subdivision improvements of this subdivision and/or any phase(s) of a phased development. The security bond being issued by _____ (financial institution) shall be approved by the County; and shall have an expiry date no earlier than **two years** from the date of approval of the final plat. The security bond shall provide that it may be drawn upon at any time on or before the date of expiration by the Board of Commissioners in such amount or amounts as the Board of Commissioners determine is needed to finish any improvements or portions thereof.
- 4) Recording of Agreement: At the time of approval of the final plat of the subdivision by the Board of Commissioners, this Agreement shall be recorded in the office of the County Clerk of Weston County.
- 5) Increase in the Amount of the Letter of Credit: If more than 12 months elapses between the time of posting of the security bond and the commencement of the construction of the improvements, the Board of Commissioners reserves the right to require an increase in the amount of the applicable letter of credit to cover any increased costs. The County Engineer and Board of Commissioners may review the balance of a security bond at any time during the life of a project to insure itself of a sufficient balance of funds.

E. ACCEPTANCE OF IMPROVEMENTS

- 1) Maintenance Prior to Final Acceptance. Until Final Acceptance of the subdivision improvements by the County Engineer, the Subdivider shall at subdivider's expense, maintain and repair all improvements and make all needed repairs or replacements to the subdivision improvements required on account of defects in materials or workmanship.
- 2) Final Acceptance. At the end of the **two-year warranty period, or extension thereof**, for any subdivision improvements, the Subdivider may request Final Acceptance from the County Engineer in accordance with the following provisions;
 - a. Prior to Final Acceptance of all of the subdivision improvements, "as built" engineering drawings/records shall be submitted to the County Engineer for review and approval.
 - b. No later than 60 days prior to the expiration of the warranty period for any subdivision improvements, Subdivider shall give written notice to the County Engineer requesting a final inspection of the subdivision improvements. The County Engineer shall inspect such subdivision improvements within an agreed upon time with the Subdivider. After receipt of the final inspection request and, if the County Engineer finds that the subdivision improvements are substantially free of defects in materials and workmanship and have been repaired and maintained to the extent required in this Agreement, the County shall issue a Final Acceptance Letter of the subdivision improvements.
 - c. At the time of Final Acceptance of the subdivision improvements herein noted and after expiration of the two year warranty period, the Subdivider shall be entitled to a release of the security bond. The release shall be reviewed by the Board of County Commissioners. . All

provisions relative to Final Acceptance are subject to the County Engineer's approval of the "as built" engineering drawings, documentation and a final site inspection.

- d. The As Built Drawings and Records shall include without limits; engineering drawings, designs, surveys, field surveys, product information, equipment specifications/manuals and operations and maintenance manuals for all improvements on site.
- 3) Partial Release of Security. Except for phased improvements in a multi-phased development, the County, in its sole discretion, may release a portion of, or the entire security bond earlier than designated in this Agreement if the Board of Commissioners and the County Engineer determine that all the terms of this Agreement have been met by the Subdivider. The amount to be released for the completed subdivision improvements shall be proportionate to the portion of the improvements that have been approved by the County Engineer. Should the County choose to release any portion of the security bond earlier than designated in this Agreement, a new or updated security from the bank shall be provided to the Board of Commissioners from the Subdivider indicating the total amount, if any, remaining from the original security bond.
- 4) The Subdivider shall advertise the release of a security bond two weeks prior to such security bond being released by the Board of Commissioners.
- 5) Inspection, acceptance and/or approval of any improvements designated herein shall not constitute approval by the County Engineer or Board of Commissioners of any future phase(s) of construction of subdivision improvements that are not part of this Agreement.

F. DEFAULTS AND REMEDIES

A default by the Subdivider shall exist upon written notification from the County Engineer. The County Engineer and Subdivider shall resolve any disagreements pertaining to any discrepancies in the scope of work and/or purpose of this Agreement prior to taking any disagreements before the Board of Commissioners. The Subdivider shall take prompt action to correct any deficiencies. Should the Subdivider disagree with any item the County Engineer has notified the Subdivider of, the Subdivider may within 24 hours of receiving the notice of deficient work, contact the County Engineer to resolve such disagreements. Failure of the Subdivider to provide written notice to the County Engineer of his disagreement shall constitute agreement with the County Engineer's findings.

The following actions shall take place in order to resolve any conflicts or issues that cannot be resolved between the Subdivider and the County Engineer.

- 1) Notice and Hearing. In the event a default by Subdivider is believed to exist, the County Engineer shall give written notice thereof to Subdivider, specifying the default and schedule for a hearing before the Board of County Commissioners to determine the existence of the default. The hearing shall be at a regularly scheduled Board meeting and/or at a Special Call Meeting after the receipt by Subdivider of the notice of default from County Engineer. At this hearing the Board of County Commissioners shall determine whether or not a default exists and, if so, shall specify a reasonable time within which the Subdivider shall be required to cure the default(s).
- 2) Default by Subdivider. A default by Subdivider shall exist after notice and hearing and an opportunity to cure all issues noted by the County Engineer as hereinafter provided if:
 - a. Subdivider fails to construct the subdivision improvements in substantial compliance with approved plans, documents, drawings and requirements of this Agreement;

- b. Subdivider fails to commence or complete construction of the subdivision improvements by the Start or Completion Dates provided herein or as the same may be extended and/or revised;
 - c. Subdivider fails to cure any noncompliance specified in any written notice of noncompliance (inspection report) within a reasonable time after receipt of the notice of noncompliance;
 - d. Subdivider otherwise breaches or fails to comply with any obligation under this Agreement;
 - e. Subdivider becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated as bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for Subdivider;
 - f. Subdivider fails to maintain in full force and affect a letter of credit in the amounts specified in this Agreement.
- 3) Remedies of County. If the Board of County Commissioners, after notice and hearing as aforesaid, determines that a default by Subdivider exists, and if Subdivider fails to cure such default within the time specified by the Board of County Commissioners, the County may take legal action against the Subdivider for recovery of any amount necessary to cure the default over and above the amount available under the security bond. The County shall also have the right to stop all construction operations on site if defaults of the terms of this Agreement have not been cured by the Subdivider.
- 4) County Right to Complete Subdivision Improvements. The right of the County to complete or cause completion of the Subdivision improvements as herein provided shall include the following rights. The County shall have the right to complete the subdivision improvements, in accordance with the plans, the estimated construction costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a succeeding Subdivider who has acquired the Subdivision by purchase, foreclosure, or otherwise. The County, any contractor hired by the County, or any such succeeding Subdivider, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the subdivision and upon any part of the subdivision for the purpose of completing the subdivision improvements.
- a) The County shall have the right to waive any of the terms of this Agreement and/or modify the same based on the type and degree of improvements proposed by the Subdivider.
 - b) The County shall have the right to consult with outside attorneys, consultants and contractors in order to complete the improvements of the Agreement.
 - c) The County may choose not to pursue completion of any of the improvements covered under this Agreement.
- 5) Use of Funds by County. Any funds obtained by County under a security bond, or recovered by the County from Subdivider by suit or otherwise, may be used by the County to pay the costs of completion of the subdivision improvements substantially in accordance with the plans and the other requirements of this Agreement and to pay the costs and expenses of the County in connection with the default by Subdivider, including reasonable attorneys' fees, consulting fees and any other costs deemed necessary to complete part of or the whole of the initial improvements.
- 6) Protection of Innocent Purchasers. The security bond furnished to the County under this Agreement is designed to assure completion of the subdivision improvements and to protect the County from bearing any costs whatsoever for completing, maintaining or repairing the

improvements. Accordingly, the County shall have recourse only under the security bond and against the Subdivider and/or his successor and/or assignee in its capacity and rights within this agreement and shall not have recourse against third parties who purchase lots or acquire interests in the subdivision other than those who acquire lots or interests as a succeeding or assignee of Subdivider in its capacity as Subdivider of the subdivision.

- 7) In the event the amount of the security bond is not sufficient to complete the improvements herein presented (due to costs not previously considered or due to increases in materials, equipment, attorney or consulting fees needed to complete such improvements) to the County, then the Subdivider and/or his succeeding or assignee shall be liable for any such insufficiencies. In the event, the County does bring legal action to enforce such liability; the County shall be entitled to all its cost of suit and reasonable attorney fees. The liability of the institution issuing the security bond shall not exceed the face amount thereof.

G. GENERAL PROVISIONS

- 1) Construction of Improvements: All water service lines, water mains, storage tanks, fire hydrants and other water distribution facilities necessary to provide treated and untreated water service for this subdivision; including all wastewater collection lines and related improvements necessary to provide wastewater services for this subdivision, including required utilities, drainage structures, off-site road improvements, street improvements, such as but not limited to; sidewalks, curbs, gutters, street lights and signs, pedestrian and bicycle trails and common areas, landscaping and other public improvements as shown on the Final Plat or other approved plans or drawings by the County that are a part of the approval of this Final Plat or any phase of a development shall be installed and completed at the expense of the Subdivider. Said improvements shall be designed and built in conformance with County subdivision regulations, standards and applicable state and County laws, regulations and codes. All such improvements shall be designed and approved by a registered professional engineer and shall be stamped by the engineer.
- 2) Schedule of Improvements to be Constructed by the Developer: Within ___ days from the date of this Agreement, the Subdivider shall submit to the County Engineer for its review and approval a schedule of improvements showing in detail any public and/or other subdivision improvements that are identified herein. Unless otherwise authorized by the Board of County Commissioners, no work shall commence on such improvements by the Subdivider until such time as the respective schedules of improvements have been approved by the County. Upon approval by the County Engineer. The schedule shall be kept in the applicable final plat file and shall be considered an attachment to this Agreement. The schedule shall provide for a commencement date as well as a date when such improvements will be substantially completed.
- 3) Periodic reviews of the schedule may be made by the County Engineer and/or Planning & Zoning Commission or County Commissioners as the schedule of projects changes. Updates to the schedule(s) shall be provided to the County Engineer upon approved changes to the scope of work of any project, which affects the schedule.
- 4) Where the Subdivider is prevented from commencing or completing any of the intended improvements of this Agreement, within the time period set forth in the approved schedule, due to an unforeseeable cause or delays beyond the control and without the fault or negligence of the Subdivider only, the times for commencement and/or completion of such improvements may be extended in an amount equal to the time lost due to such delay if a request is made in writing to the County Commissioners. Delays beyond the control of the Subdivide may include but are not be limited to, fires, floods, epidemics, abnormal weather conditions, strikes, freight embargos or

acts of God. Time extensions will not be granted for rain, snow, wind or other natural phenomena of normal intensity within the County.

H. MISCELLANEOUS

- 1) Indemnification. Subdivider shall indemnify and hold harmless the County, its officers and employees from and against all liability, suits, actions, claims, judgments, obligations, or liabilities of every nature and description which arise from an event, injury, loss, damage, sickness, disease, death or occurrence during the time of the development of the subdivision and after Final Acceptance of all improvements and which may be caused by, arise from, or on account of the construction and installation of the subdivision improvements or the acts, omissions, errors, mistakes, negligence of contractors or subcontractors; and any and all suits, actions, claims, or judgments which arise from an event or occurrence which are asserted by or on behalf of contractors or subcontractors working in the subdivision, lot owners in the subdivision, or third parties claiming injuries resulting from defective improvements constructed by Subdivider or his subcontractors..
- 2) Insurance. Subdivider shall require that all contractors engaged in the construction of the subdivision improvements maintain worker's compensation insurance before proceeding with and throughout the construction of improvements. Subdivider shall provide the County with written evidence of property damage insurance and bodily injury insurance in an amount of not less than **One million dollars** each, protecting the County against any and all claims for damages to persons or property resulting from construction and/or installation of any subdivision improvements pursuant to this Agreement. The policy shall provide that the County shall be notified at least thirty days in advance of any reduction in coverage, termination, or cancellation of the policy. Such notice shall be sent by certified mail to the County Commissioners, return receipt requested. Subdivider agrees that any contractors employed by or for Subdivider to construct the improvements shall maintain public liability coverage in limits not less than those described above. All contractors and subcontractors shall procure and maintain the minimum insurance coverage agreed upon in the Agreement. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor. Any such contractor or subcontractor shall not be relieved of any liability, claims, demands or other obligations to be assumed by reason of its failure to procure or maintain insurance or by reason of its failure to maintain insurance in sufficient amounts, duration or types.
- 3) No Third Party Beneficiaries. Except as herein provided, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and suppliers, laborers or others providing work, services, or materials for the subdivision improvements.
- 4) Assignability. The Subdivider may convey or transfer title or interests in the Subdivision and shall notify the County Commissioners of any such transfers or conveyances. The grantee or transferee of Subdivider shall be obligated to fulfill any of the obligations of Subdivider under this Agreement. Subdivider may assign its rights and obligations under this Agreement to a party who is the succeeding or assignee of Subdivider in its capacity as Subdivider of the subdivision only with the consent of the County; provided that; (a) Subdivider notifies the County of the assignment and of the name and address of the succeeding Subdivider; and (b) the succeeding Subdivider assumes the obligations of Subdivider under this Agreement. Unless otherwise agreed by County, the Subdivider or succeeding Subdivider shall remain liable for performance of the obligations under this Agreement. All agreements, contracts, financial obligations and commitments associated with the approval of this subdivision by the County shall be updated by

the succeeding Subdivider and approved by the County Commissioners as acceptance of the transfer of title and interest in the subdivision.

- 5) No Automatic Further Approvals. Execution of this Agreement by the County shall not be construed as a representation or warranty that Subdivider is entitled to any other approvals not covered within this agreement.
- 6) Notices. All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received when actually delivered and received personally, by a messenger service, or by fax or electronic delivery; on the next business day after deposit for delivery in an overnight courier service such as Federal Express; or three business days after deposit in the United States mail, by registered certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the party at the address below for that party or to such other address as such party may designate by written notice to the other party.

To: Weston County
Attn: Board of County Commissioners
1 W. Main St., Newcastle, WY 82701

- 7) Further Assurances. At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.
- 8) Binding Effect. This Agreement shall run with the land and be binding upon and insure to the benefit of the parties hereto and their respective successor and/or assignee.
- 9) No Implied Waivers. The failure by a party to enforce any provision of this Agreement or the waiver of any specific part of this Agreement shall not be construed as a general waiver of the remainder this Agreement or any provision herein nor shall such action act to stop the party from subsequently enforcing this Agreement according to its terms.
- 10) Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.
- 11) No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall constitute a waiver of the sovereign immunity of the County under applicable state law.
- 12) Consent to Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement with respect to this Agreement or a security bond shall be proper only if such action is commenced in the District Court for Weston County, Wyoming. Subdivider expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal.

- 13) Force Majeure. Neither party shall be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. "Force Majeure" shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.
- 14) Entire Agreement. This Agreement, and any agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement. Upon execution of this agreement, no unwritten understandings or agreements that have not been approved and signed by all parties and recorded as addendums to this agreement shall be considered as part of this agreement.
- 15) Amendments: This agreement may be amended from time to time by written agreement duly authorized by the parties against whom such amendment may be enforced.
- 16) Authorization: The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____ (Print: Name of Subdivider)

Sign: _____ Title: _____

Date: _____

CHAIR:

_____ Date: _____

(BOARD OF COUNTY COMMISSIONERS of WESTON COUNTY, WY)

ATTEST:

BY: _____ Date: _____

(WESTON COUNTY CLERK)

County Attorney _____ Date: _____

STATE OF WYOMING)

§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,

By: _____

(WESTON COUNTY CLERK)

(Office) of:

Witness my hand and official seal

My commission expires: _____

Notary Public _____

Sample Security Bond

SUBDIVISION IMPROVEMENTS AGREEMENT (Filing Name and No.) SECURITY BOND

TO: Weston County, 1 W. Main St., Newcastle, WY 82701

No. _____ Date _____

Gentlemen:

We hereby authorize you to draw on _____ (Name of Bank).

Street Address: _____

(County) _____ (State) _____ (Zip) _____

From the account of; (Name of Customer) _____,

Street Address: _____

(County) _____ (State) _____ (Zip) _____

Up to an aggregate amount of; _____ (Dollars).

(\$ _____) available by your drafts at sight accompanied by a certificate purportedly signed by the Chairman or the Acting Chairman of the Board of County Commissioners of Weston County;

1) Stating that Weston County is entitled to draw under this letter of credit pursuant to this Agreement dated _____, 20____, between the County of Weston and

(Subdivider) _____; and

(Owners) _____

2) Stating the amount of money to be drawn on this letter of credit. This Security Bond shall expire on _____, 20____. This Letter shall expire prior to said date if (Name of Bank)

_____ receives a release purportedly signed by the Chairman or the Acting Chairman of the Board of County Commissioners stating that all or a portion of this Security Bond is to be released.

3) All drafts drawn under this Security Bond are to be endorsed hereon and shall bear the clause DRAWN UNDER

(Name of Bank) _____

SECURITY BOND NO; _____ DATED _____

We hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in accordance with the terms of this Letter of Credit that said drafts shall be duly honored on presentation to us at our office specified above on or before the expiration date.

By: _____ Title: _____

Engineer's Project Cost Estimate

Approved cost estimate for proposed improvements in the _____ Subdivision; as approved by the County Engineer.

Proposed Improvements	Estimated Cost

Prepared by: _____ Date: _____
Contractor's Engineer

Approved: _____ Date: _____
Weston County Engineer

EXHIBIT C

The above and foregoing subdivision (Herein insert a correct description of the land or parcel subdivided) as appears on this plat, is with free consent, and in accordance with the desires of the undersigned owners and proprietors;

Executed this _____ day of _____, 20____.

by: _____

(Designation of interest: Owner, mortgagee, etc.)

STATE OF WYOMING)
:SS.
COUNTY OF WESTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__

WITNESS my hand and official seal. _____

Notary Public

My Commission Expires:

EXHIBIT D

I, _____, a duly registered land surveyor in the State of Wyoming, do hereby certify that this plat of _____ truly and correctly represents the results of a survey made by me or under my direct supervision.

Registered Land Surveyor _____

No. _____

EXHIBIT E

Approved by the Weston County Contract Engineer this ___ day of _____ 20__ .

ATTEST:

_____ Weston County Contract Engineer.

EXHIBIT F

Approved by the City Council of (Name of City) this

_____ day of _____, 20____.

ATTEST:

City Clerk Mayor

STATE OF WYOMING)

:SS.

COUNTY OF WESTON)

The foregoing instrument was acknowledged before me this ____ day of

_____20____, by _____.)

WITNESS my hand and official seal. _____

Notary Public

My Commission Expires:

EXHIBIT G

Plat approved and Subdivision Permit issued by the Weston County Commissioners of County Commissioners of Weston County, Wyoming, this ___ day of _____, 20__.

ATTEST:

County Clerk

Chairman

STATE OF WYOMING)
 :SS.
COUNTY OF WESTON)

The foregoing instrument was acknowledged before me this ___ day of _____
20___, by _____.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT H

I hereby certify that this plat was filed for record in my office at _____ o'clock
this ___ day of _____, 20___, and recorded in Map No. ___ and file
No. _____.

STATE OF WYOMING)
: SS
COUNTY OF WESTON)

County Clerk

EXHIBIT I

Recommended for Approval by the Weston County Planning and Zoning Commission
this ___ day of _____ 20___ .

ATTEST:

_____ Chairman
Weston County Planning and Zoning Commission

_____ Secretary
Weston County Planning and Zoning Commission

EXHIBIT J

WESTON COUNTY
LOT DIVISION APPLICATION

1. Owner: _____
Name _____
Mailing Address _____
Telephone _____

2. Applicant: _____
Name _____
Mailing Address _____
Telephone _____

3. Statement of authorization (if applicable):
I, _____, being the legal owner of the lands herein
described, hereby authorize _____, to make this application.

4. Description of land to be subdivided (Attach copy of deed).

5. Total area of land to be divided: _____

6. Area of individual parcels: _____ and _____

7. Requested variances: _____

8. Attach plat and accompanying materials.

9. Fees:.....Normal Recording Fee.

10. Submitted by: _____ Date _____
Signature of Applicant

XX

Official Use Only

Date Received : _____

Action: _____ Approved _____ Disapproved

Conditions: _____

By: _____
Signature Title Date

EXHIBIT K

NOTICE
PROSPECTIVE BUYERS SHOULD OBTAIN A DISCLOSURE
STATEMENT AT CLERK'S OFFICE, WESTON COUNTY
PRIOR TO PURCHASE OF PROPERTY IN THIS (Name of) SUBDIVISION

EXHIBIT L

NOTICE OF APPLICATION FOR SUBDIVISION PERMIT

Notice is hereby given that (name of subdivider) has applied for a permit to subdivide a tract of land in Weston County, Wyoming located as follows:

(Insert general description of location of subdivision here.)

Which is generally located _____ miles from the town of _____ on the _____ road or highway.

The Preliminary Plat of this subdivision will be reviewed by the Weston County Planning and Zoning Commission in a public meeting on (month / day) at (time) in the (place or room) at the Weston County Courthouse, Newcastle, Wyoming.

Note:

Notice of intent to apply for a subdivision permit must be published once each week for two weeks within thirty days before filing the application and mailed, by certified mail, to all adjacent landowners.

EXHIBIT M

GUIDELINES FOR RETAINING WATER RIGHTS ON LANDS TO BE SUBDIVIDED

- (1) In order to assist the subdivider in his efforts to satisfy Wyoming Statute 18-5-306 pertaining to subdivisions, the following checklist is provided by the Wyoming State Engineer's Office:
- (2) A written request should be sent to the Wyoming State Engineer's Office, 4th Floor, Herschler Building, Cheyenne, Wyoming 82002, requesting a search of the records of the State Engineer's Office for all water rights attached to the lands proposing to be Subdivided.
- (3) Upon receipt of the water right information of record, the subdivider should instruct his engineer to incorporate the water right information onto the subdivision plat map.
- (4) The water right items to be shown on the plat map for each subdivision lot should include:
 - a. Permit Number and name of supply facility.
 - b. Priority date of water right.
 - c. Numbers of acres originally permitted, subsequently adjudicated by the Weston County Commissioners of Control and currently being actively irrigated.
 - d. The primary ditch, which conveys water from the source stream to the subdivision, should be shown in its entirety on the location map
 - e. Property owners are responsible for the drainage of their irrigation water to insure that it does not damage any adjoining lands.
- (5) A statement addressing riparian use of water from any streams or ditches should be placed on Sheet No. 1 of the subdivision plat in bold lettering. **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.**
- (6) To assist in the evaluation of the means of conveyance of water to the lots within the subdivision, contour lines, direction of slopes or other means of showing direction of water flow must be included.
- (7) If water is to be delivered to each lot in the subdivision, the location and hydraulics of the supply ditch lateral should be shown. In addition, culverts to convey the water under driveways and streets within the subdivision must be shown.

- (8) To prevent property damage to lots down gradient within the subdivision, from irrigation water, it will be necessary to design and include waste ditches to capture wastewater flow from the upper lots.
- (9) If it is determined by representatives of the State Engineer's Office that water-measuring devices are needed to properly deliver water to and within the subdivision, the subdivision plat shall show the type and location of such device.
- (10) If the subdivision is part of an irrigation district- or if other water users also receive water from the same ditch as the subdivision, evidence that the district and co-users of the ditch shall be provided with the subdivision plat submitted to the State Engineer.
- (11) Final approval of the proposed plan to deliver water to the subdivision shall be sent to the Weston County Commissioners who gives final authorization for the subdivision. Copies of this approval, along with the map will be sent to the subdivider and the Water Division Superintendent.
- (12) Upon final approval by the appropriate County Weston County Commissioners, a reproducible Mylar map of the subdivision plat shall be provided to the State Engineer's Office for incorporation into the permit records of the Office.
- (13) Due to the complex nature of water administration matters, the subdivider should allow 60 days from the time the subdivision plat is submitted to the State Engineer and the final decision is issued by the State Engineer's Office.

For additional information, please contact Wyoming State Engineer's Office, 777-7354, Cheyenne, Wyoming.

EXHIBIT O

SUBDIVISION IMPROVEMENT AGREEMENT FOR A PLANNED UNIT DEVELOPMENT (PUD)

This SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") entered into by and between Weston County, Wyoming, hereinafter referred to as "County", and (Owner, Subdivider, Agent, Corporation) (*hereinafter referred to as Subdivider*).

B. Legal Description of Property:

C. General:

1. All improvements designated within this Agreement, attached hereto and incorporated herein by this reference, and being a list of the required and/or proposed improvements by the Subdivider and construction cost estimates as reviewed and approved by the County Engineer shall be constructed and completed by the Subdivider according to plans and specifications prepared by the Subdivider or his engineer/agent(s). Such plans, specifications and cost estimates shall be approved by the County Engineer or an approved third party engineer and the Board of Commissioners as part of the Final Plat process. All improvements shall be subject to independent inspection for compliance with all requirements of this Agreement. Such inspections shall not constitute acceptance of any future work that is not part of this Agreement and shall not relieve the Subdivider of any responsibility for satisfactory completion of any work during the warranty period as outlined in this Agreement. The Subdivider shall bear negotiated costs for such inspections. A total fee for inspections shall be agreed upon between Weston County and Subdivider prior to construction. Third Party Engineers and Inspectors shall be approved by the County Engineer. For purposes of this Agreement the term "County Engineer" shall mean the licensed engineer duly appointed, retained or contracted by and engaged as such by the Board of Commissioners, who reviews and inspects civil projects for and on behalf of the County, and who is registered by the State of Wyoming.
2. Subdivider understands and agrees that Weston County, Wyoming shall have no liability whatsoever under this Subdivision Improvement Agreement to the Subdivider or to any other persons, partnerships, corporations, limited liability companies or other entities including landowners or others with an interest in the land within this subdivision. It is the County's intent to preserve its governmental immunity to the full extent allowed by law for any and all torts and for any action based upon but not limited to this subdivision improvement agreement.
3. It is not the intention of the parties herein in any way to diminish or limit the County's authority or power or to impose on the County any duty beyond its regulations and granted authorities as they may from time to time exist; nor to impose any special obligations on the County to approve or accept any future filings, applications, plans, drawings, documents, improvements and/or conveyances unless future development is in general conformance with the approved Planned Unit Development (PUD), Master Drainage Study and Master Utility Study. Nothing in this Agreement shall be construed to void the rights and obligations of the parties as set forth herein, to the extent such rights and obligations are consistent with state law and county regulations and policies. All parties expressly agree they will fully perform this Agreement.
4. **Project Description:** The Subdivider desires to develop the above mentioned property as a (Minor Subdivision, Major Subdivision or Planned Unit Development) to be known as

_____, which shall consist of _____ acres and _____ units and any other amenities as shown on the final plat.

5. This Agreement is also entered and recognized to provide to the Subdivider vested property rights for the Subdivider to improve the Property as set forth herein in order to ensure reasonable certainty, stability and fairness in the land use planning process and to foster cooperation between the Subdivider and the County.

D. Purpose and Scope:

The purpose of this Agreement is to provide for the completion of the subdivision public improvements, as hereinafter defined, in the: _____, as set forth herein, including the following: _____ (Name of subdivision)

1. This Agreement provides for the completion of specified Subdivision improvements within the above mentioned Subdivision and shall protect the County from inheriting the costs, the completion of, or any other obligations associated with the development of this subdivision.
2. This Agreement is not executed for the benefit of third parties such as, but not limited to, laborers or others providing work, services or material for the development of this subdivision and/or land buyers in the subdivision.
3. Agreement to Construct. Subject to and in accordance with the terms and provisions of this Agreement, Subdivider agrees to cause the subdivision improvements to be constructed and completed at Subdivider's expense, in accordance with plans approved by the County.
4. Final Plat Approval. The obligation of the Subdivider to construct and complete the subdivision improvements by phase or sub phase becomes binding upon approval and recordation of the final plat of the subdivision (or phase or sub phase) in the office of the county clerk.
5. Commencement of Construction and Improvements. Subdivider shall commence construction and installation of the subdivision improvements of one or more phases and/or sub-phases of the subdivision improvements as shown in the attached schedule (Exhibit ____). The date(s) of commencement of construction may be extended if requested by the Subdivider with the approval of the Board of County Commissioners for good cause as recommended by the County Engineer. At least once a month the Subdivider shall provide written progress reports to the County Engineer of any and all work that has been approved for construction by the County Engineer.
6. Completion Date. All improvements shall be completed as shown in the project schedule (Exhibit ____). In the case of phased developments, all improvements associated with a particular phase and/or sub-phase shall be completed as shown in the project schedule (Exhibit ____). The Completion Date(s) may be extended if requested by the Subdivider with the approval of the Board of Commissioners for good cause as recommended by the County Engineer. The Surety Bond shall be extended to match the approved extension. For the purposes of this Agreement, if there are sub-phases within a phase, dates and other requirement for a sub-phase shall be subject to the same considerations and interpretation as a phase.
7. Construction Standards. The subdivision improvements shall be constructed in accordance with Plans and specifications approved by the Wyoming Department of Environmental Quality (DEQ) and the County Engineer who is responsible for reviewing and approving construction plans and

improvements covered by this agreement and in accordance with other applicable state or county resolutions, and regulations.

8. Warranties of Subdivider. Subdivider warrants all subdivision improvements will be installed in a good and workmanlike manner and in compliance with the plans, specifications and requirements of this Agreement, and shall be free of defects in materials and workmanship. This warranty of Subdivider shall remain in force and effect as to any completed part, portion or phase of the subdivision improvements for a period of **one year** after "Initial Acceptance" of such improvements as provided in Section C.10 of this agreement. Subdivider agrees that in the event of breach in the warranty the Subdivider shall be responsible for and will pay the costs for repairing, construction, reconstruction, or rebuilding of any improvements found to be deficient in the amount(s) required to cure such deficiency. The warranty shall begin on any completed part, portion or phase of the subdivision improvements on the same day of Initial Acceptance thereof and shall terminate on the one year anniversary of such Initial Acceptance.
9. Location of On Site Improvements: All subdivision improvements shall be constructed within the road/street right-of-ways, easements and/or designated areas dedicated to the public, Home Owner's Association, and/or District and shown as easements on the approved and recorded final plat and final engineering drawings. Failure of the Subdivider to place easements on the final plat and/or final construction plans or to locate utilities or other on site improvements in designated easements, does not hold the county responsible or liable for any misconduct or misjudgment by the Subdivider. Improvements within the boundaries of the subdivision, excluding improvements that are owned or maintained by Weston County, that fail at any time during the life of the subdivision will not obligate the county in any way to repair or rebuild such failings or problems, but it shall be the responsibility of the Homeowners Association and/or District per the subdivisions approved plat and Covenants, Conditions and Restrictions for the subdivision to repair or rebuild any problems throughout the life of the subdivision at their expense.
10. Inspections: The Subdivider shall cooperate in the inspection of improvements by the County Engineer. The Subdivider shall inform the County Engineer of any and all work to commence on improvements covered under this agreement at least five (5) calendar days prior to commencing such work. During the course of construction the County Engineer may inspect said improvements as deemed necessary or prudent. The Subdivider shall be notified immediately by the County Engineer of any disapprovals and/or deficiencies and/or corrective actions that must be taken by the Subdivider to bring such correction(s) into compliance with this Agreement in order to prevent un-necessary additional costs to the Subdivider or delays in the progress of construction. The Subdivider shall provide the County Engineer a notice of completion at least five (5) calendar days prior to completion of any improvement covered under this agreement. The County Engineer shall inspect completed improvements by the date agreed upon by the County Engineer and the Subdivider; and a written notice of approval shall be provided to the Subdivider within 5 business days after inspection for improvements that are found to be free of defects and constitute "Initial Acceptance." The County Engineer shall retain copies of all inspection reports he performs and provide copies to the Subdivider. A copy of such reports shall be provided to the County, and kept within the final plat file. The Subdivider shall retain a copy of all inspection reports. All communication between Subdivider, the County Engineer and/or County officials or personnel shall be in writing in regard to the purpose of this Agreement.
11. The terms of this Agreement and the vested property rights expressly established under this Agreement shall commence on the effective date of approval of this Agreement.

12. An approved Final Plat as to that phase or sub-phase is required prior to the sale of any lot in such phase and/or sub-phase. No lots or tracts of land within the subdivision shall be developed with a dwelling improvement until sufficient improvements have been completed as necessary to service such lot(s) or tract(s) for their intended purpose(s). Sufficient improvements normally will include: water distribution facilities, wastewater collection lines, drainage structures, and vehicular and emergency vehicle access covered within this Agreement.

I. GUARANTEE OF COMPLETION

- 1) Deposit of Surety Bond for Subdivider's Obligations: The purpose is to secure the performance and completion of the obligations on the Subdivider under this Agreement for specified subdivision improvements. The Subdivider shall deposit with the County Clerk an *irrevocable letter of credit, Bond or similar financial statement* as herein defined ("Surety Bond"). The Surety Bond shall be provided and available to the Weston County Board of Commissioners following the recordation of the final plat, but at least 30 days prior to the commencement of construction. In the event that Subdivider fails to timely deposit the Surety Bond, the County shall have the right to immediately suspend the final plat by written notice of suspension to Subdivider. The suspension shall terminate upon Subdivider's depositing the Surety Bond as provided above.
- 2) The Surety Bond shall be retained by the County for the entire warranty period as described herein.
- 3) A Surety Bond for the subdivision shall be in an amount equal to **110%** of the approved cost estimates for labor and materials to construct the subdivision improvements of this subdivision and/or any phase(s) or sub-phase of a phased development. The Surety Bond being issued by _____ (financial institution) shall be substantially in the form attached hereto (Exhibit __) or otherwise reasonably approved by the County; and shall have an expiry date no earlier than one year from the date of the specific phase or sub-phase Final Acceptance. The Surety Bond shall provide that it may be drawn upon on or before the date of expiration by the Board of Commissioners in such amount or amounts as the Board of Commissioners determine is needed to complete any improvements or portions thereof if the County can demonstrate a default exists as outlined in this agreement.
- 4) Recording of Agreement: At the time of approval of the final plat of the subdivision by the Board of Commissioners, this Agreement shall be recorded in the office of the County Clerk of Weston County.
- 5) Increase and/or Decrease in the Amount of the Surety Bond: If more than 12 months elapse between the time of posting of the Surety Bond and the commencement of the construction of improvements, the Board of County Commissioners reserves the right to require an increase and/or decrease in the amount of the applicable Surety Bond to cover any material and documented increased and/or decreased costs of materials or labor. The Subdivider reserves the right to request an increase and/or decrease in the amount of the applicable Surety Bond to cover any material and documented increased and/or decreased costs of materials or labor.

J. ACCEPTANCE OF IMPROVEMENTS

- 1) Final Acceptance. At the end of the one-year warranty period, for any subdivision improvements, the Subdivider may request Final Acceptance from the County Engineer in accordance with the following provisions:

- a. Prior to Final Acceptance of all of the subdivision improvements, "as built" engineering drawings/records shall be submitted to the County Engineer for review and approval. All provisions relative to Final Acceptance are subject to the County Engineer's approval of the "as built" engineering drawings, documentation and a final site inspection.
 - b. No later than 60 days prior to the expiration of the warranty period for any subdivision improvements, Subdivider shall give written notice to the County Engineer requesting a final inspection of the subdivision improvements. The County Engineer shall inspect such subdivision improvements within a reasonable and agreed upon time with the Subdivider. After receipt of the final inspection request and, if the County Engineer finds that the subdivision improvements are substantially free of defects in materials and workmanship and have been repaired to the extent required in this Agreement, the County shall issue a Final Acceptance Letter of the subdivision improvements. The issuance of such letter shall constitute "Final Acceptance" as of the date of such letter.
 - c. At the time of Final Acceptance of the subdivision improvements herein noted and after expiration of the one year warranty period, the Subdivider shall be entitled to a release of the Surety Bond.
 - d. The As Built Drawings and Records shall include without limits; engineering drawings, designs, surveys, field surveys, product information, equipment specifications/manuals and operations and maintenance manuals for all improvements on site.
- 2) Partial Release of Surety. The County may release a portion of, or the entire, Surety Bond earlier than designated in this Agreement if the Board of Commissioners and the County Engineer determine that the terms of this Agreement have been met by the Subdivider. The amount to be released for the completed subdivision improvements shall be proportionate to the portion of the improvements that have been approved by the County Engineer. Should the County choose to release any portion of the Surety Bond earlier than designated in this Agreement, a new or updated Surety from the bank shall be provided to the Board of Commissioners from the Subdivider indicating the total amount, if any, remaining from the original Surety Bond. Inspection, acceptance and/or approval of any improvements designated herein shall not constitute approval by the County Engineer or Board of Commissioners of any future phase(s) of construction of subdivision improvements that are not part of this Agreement.
- 3) Maintenance. After Final Acceptance (as defined in Section E.2.b) of any subdivision improvements by the County Engineer, the Homeowners Association and/or District shall maintain the improvements.

K. DEFAULTS AND REMEDIES

A default by the Subdivider shall exist upon written notification from the County Engineer received by the Subdivider that Subdivider has failed to cure a breach of this Agreement (as described in subsection 1 below) within the applicable reasonable cure period set forth by the Board of County Commissioners pursuant to subsection (2) below. The County Engineer and Subdivider shall attempt to resolve any disagreements pertaining to any discrepancies in the scope of work and/or purpose of this Agreement prior to taking any disagreements before the Board of Commissioners. The Subdivider shall take prompt action to correct any breaches of which the County has notified the Subdivider as above stated. Should the Subdivider disagree with any breach the County Engineer has notified the Subdivider of, the Subdivider may within two (2) business days of receiving the notice of deficient work, contact the County Engineer to resolve such disagreements. Failure of the Subdivider to send written notice to the County

Engineer of his disagreement shall constitute agreement with the County Engineer's findings.

The following actions shall take place in order to resolve any conflicts or issues that cannot be resolved between the Subdivider and the County Engineer.

- 1) Breach by Subdivider. A breach by Subdivider shall exist (after notice and hearing and an opportunity to cure) all issues noted by the County Engineer as hereinabove provided if:
 - a. Subdivider fails to construct the subdivision improvements in substantial compliance with approved plans, documents, drawings and requirements of this Agreement;
 - b. Subdivider fails to commence or complete construction of the subdivision improvements by the Start or Completion Dates provided herein or as the same may be extended and/or revised;
 - c. Subdivider fails to cure any noncompliance specified in any written notice of noncompliance (inspection report) within a reasonable time after receipt of the notice of noncompliance;
 - d. Subdivider otherwise breaches or fails to comply with any obligation under this Agreement;
 - e. Subdivider becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated as bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for Subdivider;
 - f. Subdivider fails to maintain in full force and affect a surety bond, letter of credit or other security in the amounts specified in this Agreement.

- 2) Notice and Hearing. In the event a breach by Subdivider is believed to exist, the County Engineer shall deliver written notice thereof to Subdivider, specifying the alleged breach and schedule for a hearing before the Board of County Commissioners to determine the existence of the breach. The hearing shall be at a regularly scheduled Board meeting and/or at a Special Call Meeting after the receipt by Subdivider of the notice of breach from County Engineer. Subdivider shall be given reasonable advance notice of such hearing. At this hearing the Board of County Commissioners shall, based upon the terms of this Agreement, determine whether or not a breach exists and, if so, shall specify, in writing delivered to the Subdivider, the specific breach and a reasonable time within which the Subdivider shall be required to cure the breach(es).

- 3) Remedies of County. If the Board of County Commissioners, after notice and hearing as aforesaid, determines that a breach by Subdivider exists, and if Subdivider fails to cure such breach within the reasonable time specified by the Board of County Commissioners as described in subsection (2) above, the County may notify Subdivider of Subdivider's default and take legal action against the Subdivider for recovery of a reasonable amount actually necessary to cure the default over and above the amount available under the Surety Bond. The County shall also have the right to stop all construction operations on site if defaults of the terms of this Agreement have not been cured by the Subdivider.

- 4) County Right to Complete Subdivision Improvements. The right of the County to complete or cause completion of the Subdivision improvements as herein provided shall include the following rights. The County shall have the right to complete the subdivision improvements, in accordance with the plans, the estimated construction costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a succeeding Subdivider

who has acquired the Subdivision by purchase, foreclosure, or otherwise. The County, any contractor hired by the County, or any such succeeding Subdivider, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the subdivision and upon any part of the subdivision for the purpose of completing the subdivision improvements.

- a) The County shall have the right to waive any of the terms of this Agreement which benefit the County (i.e. the County may not waive rights of the Subdivider) and/or modify the same based on the type and degree of alterations proposed to the improvements by the Subdivider after the date of the execution of this Agreement. Only those improvements that are considered a new scope of work and not covered under this Agreement shall allow modifications to the Agreement.
 - b) The County shall have the right to consult with outside attorneys, consultants and contractors in order to complete the improvements of the Agreement.
 - c) The County may choose not to pursue completion of any of the improvements covered under this Agreement and therefore would not have the right to use any funds provided by the Subdivider including but not limited to funds directly from the Subdivider, Surety Bond or any other means of funds from the Subdivider.
- 5) Use of Funds by County. Any funds obtained by County under the Surety Bond described herein, or recovered by the County from Subdivider by suit or otherwise, shall be used by the County to pay the costs of completion, not to exceed the amount of the Surety Bond of the subdivision improvements in accordance with the plans and the other requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Subdivider, including reasonable attorneys' fees, consulting fees and any other costs deemed necessary to complete part of or the whole of the initial improvements.
 - 6) Protection of Innocent Purchasers. The Surety Bond furnished to the County under this Agreement is designed to complete the subdivision improvements and to protect the County from bearing any additional costs for completing, maintaining or repairing the improvements, excluding improvements which are owned and maintained by the County. Accordingly, the County shall have recourse only under the Surety Bond and against the Subdivider and/or his successor and/or assignee in its capacity and rights within this agreement and shall not have recourse against third parties who purchase lots or acquire interests in the subdivision other than those who acquire lots or interests as a successor or assignee of Subdivider in its capacity as Subdivider of the subdivision.
 - 7) Prior to Final Acceptance of any improvements, Subdivider and/or his successor or assignee shall be liable for any insufficiencies in respect to improvements that are not listed on any attached Engineer's Project Cost Estimate (Exhibit ____). In the event, the County brings legal action to enforce such liability and prevails in such action; the County shall be entitled to all its reasonable cost of suit and reasonable attorney fees. The liability of the institution issuing the Surety Bond shall not exceed the face amount thereof.

L. GENERAL PROVISIONS

- 1) Construction of Improvements: All water service lines, water mains, storage tanks, fire hydrants and other water distribution facilities necessary to provide treated and untreated water service for this subdivision; including all wastewater collection lines and related

improvements necessary to provide wastewater services for this subdivision, including required utilities, drainage structures, off-site road improvements, street improvements, such as but not limited to; sidewalks, curbs, gutters, street lights and signs, pedestrian and bicycle trails and common areas, landscaping and other public improvements as shown on the Final Plat or other approved plans or drawings by the County that are a part of the approval of the Final Plat or any phase or sub-phase of a development shall be installed and completed at the expense of the Subdivider. Said improvements shall be designed and built in conformance with County subdivision regulations, standards and applicable state and County laws, regulations and codes. All such improvements shall be designed and approved by a registered professional engineer and shall be stamped by the engineer.

- 2) Schedule of Improvements to be Constructed by the Developer: Within ___ days from the date of this Agreement, the Subdivider shall submit to the County Engineer for its review and approval a schedule of improvements showing in detail any public and/or other subdivision improvements that are identified herein. Unless otherwise authorized by the Board of County Commissioners, no work shall commence on such improvements by the Subdivider until such time as the respective schedules of improvements have been approved by the County Engineer. The schedule shall be kept in the applicable final plat file and shall be considered an attachment to this Agreement. The schedule shall provide for a commencement date as well as an estimated date when such improvements will be substantially completed.
- 3) Periodic reviews of the schedule may be made by the County Engineer and/or Planning & Zoning Commission or County Commissioners as the schedule of projects changes. Updates to the schedule(s) shall be provided to the County Engineer upon approved changes to the scope of work of any project, which affects the schedule.
- 4) Where the Subdivider is prevented from commencing or completing any of the intended improvements of this Agreement, within the time period set forth in the approved schedule, due to an unforeseeable cause or delays beyond the control and without the fault or negligence of the Subdivider, the times for commencement and/or completion of such improvements may be extended in an amount equal to the time lost due to such delay if a request is made in writing to the County Commissioners. Delays beyond the control of the Subdivider may include but are not be limited to, fires, floods, epidemics, weather conditions, strikes, freight embargos, acts of terrorism, or acts of God.

M. MISCELLANEOUS

- 1) Indemnification. Subdivider shall indemnify and hold harmless the County, its officers and employees from and against all liability, suits, actions, claims, judgments, obligations, or liabilities of every nature and description which arise from an event, injury, loss, damage, sickness, disease, death or occurrence through the end of the warranty period, which may be caused by, arise from, or on account of the construction and installation of the subdivision improvements or the acts, omissions, errors, mistakes, negligence of Subdivider's contractors or subcontractors; and any and all suits, actions, claims, or judgments which arise from an event or occurrence which are asserted by or on behalf of the Subdivider's contractors or subcontractors working in the subdivision, lot owners in the subdivision, or third parties in the Subdivision suffering injuries resulting from defective improvements constructed by Subdivider or his subcontractors.

- 2) No Third Party Beneficiaries. Except as herein provided, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and suppliers, laborers or others providing work, services, or materials for the subdivision improvements.
- 3) Assignability. The Subdivider may, in bulk, convey or transfer title or interests in the Subdivision and shall notify the County Commissioners of any such transfers or conveyances; provided this shall not include retail sales made in the ordinary course of business. The grantee or transferee, in bulk (and not the grantee or transferee via retail sales made in the ordinary course of business), of Subdivider shall be obligated to fulfill any of the obligations of Subdivider under this Agreement. Subdivider shall assign its rights and obligations under this Agreement to a party who is the successor or assignee of Subdivider in its capacity as Subdivider of the subdivision; provided that; (a) Subdivider notifies the County of the assignment and of the name and address of the succeeding Subdivider; and (b) the succeeding Subdivider assumes the obligations of Subdivider under this Agreement.
- 4) No Automatic Further Approvals. Execution of this Agreement by the County shall not be construed as a representation or warranty that Subdivider is entitled to any other approvals not covered within this Agreement.
- 5) Notices. All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received when actually delivered and received personally, by a messenger service, or by fax or electronic delivery; on the next business day after deposit for delivery in an overnight courier service such as Federal Express; or three business days after deposit in the United States mail, by registered certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the party at the address below for that party or to such other address as such party may designate by written notice to the other party.

**To: Weston County
Attn: Board of County Commissioners
1 W. Main St., Newcastle, WY 82701**

Subdivider:

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- 6) Further Assurances. At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.
 - 7) Binding Effect. This Agreement shall run with the land, whether phase or sub-phases as subject hereto, and be binding upon and insure to the benefit of the parties hereto and their respective successors and/or assignees as may be permitted in accordance with Section H.3 above.

- 8) No Implied Waivers. The failure by a party to enforce any provision of this Agreement or the waiver of any specific part of this Agreement shall not be construed as a general waiver of the remainder of this Agreement or any provision herein nor shall such action act to stop the party from subsequently enforcing this Agreement according to its terms.
- 9) Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision; provided, however, if the invalid provision effects the achieving of the benefit of the Subdivider's bargain to develop the Subdivision as intended hereunder this Agreement shall terminate and be of no further effect.
- 10) No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall constitute a waiver of the sovereign immunity of the County under applicable state law.
- 11) Consent to Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement with respect to this Agreement or a Surety Bond shall be proper only if such action is commenced in the District Court for Weston County, Wyoming. Subdivider expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal.
- 12) Force Majeure. Neither party shall be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. "Force Majeure" shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, acts of terrorism, or action of government authorities.
- 13) Entire Agreement. This Agreement, and any agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement. Upon execution of this agreement, no unwritten understandings or agreements that have not been approved and signed by all parties and recorded as addendums to this agreement shall be considered as part of this agreement.
- 14) Amendments: This agreement may be amended from time to time by written agreement duly authorized and executed by the parties against whom such amendment may be enforced.
- 15) Authorization: The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____ (Print: Name of Subdivider)

Sign: _____ Title: _____

Date: _____

CHAIR:

_____ Date: _____

(BOARD OF COUNTY COMMISSIONERS of WESTON COUNTY, WY)

ATTEST:

BY: _____ Date: _____
(WESTON COUNTY CLERK)

County Attorney _____ Date: _____

STATE OF WYOMING)
§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,

By: _____
(WESTON COUNTY CLERK)

(Office) of:

Witness my hand and official seal

My commission expires: _____
Notary Public _____

SAMPLE SURETY BOND

SUBDIVISION IMPROVEMENTS AGREEMENT (*Filing Name and No.*) SURETY BOND

TO: Weston County, 1 W. Main St., Newcastle, WY 82701

No. _____ Date _____

Gentlemen:

We hereby authorize you to draw on (Name of Bank) _____.

Street Address: _____

(County) _____ (State) _____ (Zip) _____

From the account of; (Name of Customer) _____,

Street Address: _____

(County) _____ (State) _____ (Zip) _____

Up to an aggregate amount of; _____ (Dollars).

(\$ _____) available by your drafts at sight accompanied by a certificate purportedly signed by the Chairman or the Acting Chairman of the Board of County Commissioners of Weston County:

- 1) Stating that Weston County is entitled to draw under this letter of credit pursuant to this Agreement dated _____, 20____, between the County of Weston and (Subdivider) _____; and (Owners) _____
- 2) Stating the amount of money to be drawn on this letter of credit. This Surety Bond shall expire on _____, 20____. This Letter shall expire prior to said date if (Name of Bank) _____ receives a release purportedly signed by the Chairman or the Acting Chairman of the Board of County Commissioners stating that all or a portion of this Surety Bond is to be released.
- 3) All drafts drawn under this Surety Bond are to be endorsed hereon and shall bear the clause DRAWN UNDER (Name of Bank) _____ SURETY BOND NO; _____ DATED _____

We hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in accordance with the terms of this Letter of Credit that said drafts shall be duly honored on presentation to us at our office specified above on or before the expiration date.

By: _____ Title: _____

ENGINEER'S PROJECT COST ESTIMATE

Approved cost estimate for proposed improvements in the _____ Subdivision; as approved by the County Engineer.

Proposed Improvements	Estimated Cost

Prepared by: _____ Date: _____
Contractor's Engineer

Approved: _____ Date: _____
Weston County Engineer