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**14.01.010 Purpose**

The purpose of this ordinance is to promote the public health, safety and general welfare of the community. The overall objective of this ordinance is to consider land annexations as part of a plan for the orderly, efficient and economical development of the land within the town's jurisdiction.

**14.01.020 Authorization**

Authorization for this is contained in Wyoming Statutes Sections 15-1-401 through 15-1-422 annexation.

#### **14.01.030 Preliminary Findings**

Prior to or in conjunction with the filing of a petition/application for annexation as required in this ordinance, the prospective petitioner shall arrange for a preliminary conference with the Town in order to facilitate planning and subsequent review of the petition/application for annexation by the Town council.

#### **14.01.040 Annexing territories; findings required; when contiguity not deemed affected; annexation report**

Before any territory is eligible for annexation, the governing body of the Town at a hearing as provided in W.S. 15-1-405 shall find that:

1. An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the Town; as required by W. S. 15-1-402(i);
2. The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the Town; as required by W.S. 15-1-402(ii)
3. The area sought to be annexed is a logical and feasible addition to the Town and the extension of basic and other services customarily available to residents of the Town shall, within reason, be available to the area proposed to be annexed; as required by W.S. 15-1-402 (iii)
4. The area sought to be annexed is contiguous with or adjacent to the Town, or the area meets the requirements of W.S. 15-1-407; as required by W.S. 15.1.402 (iv)
5. If the Town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410;
6. The Town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of W.S. 15-1-402, and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).
7. The Town clerk shall give notice of the public hearing by publishing a notice at least twice in a newspaper of general circulation in the territory sought to be annexed. The first notice shall be given at least fifteen (15) business days prior to the date of the public hearing.

#### **14.01.050 Fees**

To effect and facilitate the proper administration of this ordinance and the annexation of properties to the Town, the applicant shall, at the time of submission of the application to the Town, pay the application fee as determined by resolution of the Town Council. Later fees sufficient to cover the costs incurred in administering, filing and recording of any documents necessary for the annexation of properties into the Town, will be paid by the applicant at the time such services are rendered.

#### **14.01.060 Compliance Required**

Any proceedings for annexation of eligible territory to the Town shall be subject to the provisions of the Town's ordinances and in compliance with the State of Wyoming.

#### **14.01.070 Right-of-Way Dedication**

Whenever appropriate for the purpose of implementing the Master Plan of the Town or for the purpose of extending existing rights-of-way, the Town Council may require the dedication of rights-of-way and/or easements through all or portions of the lands to be annexed.

#### **14.01.75 -Site Requirements**

The petitioner must present an integrated plan that ensures that the development can be a stand-a-lone autonomous entity. Connectivity to Town roads and water will be required but in the case of wastewater and septic/sewer requirements, the petitioner must ensure that this item is permanently handled by the Developer and/or a HOA or an equivalent legal entity without any future liability to the Town since the Town has no sewer system.

##### **A. Waste Water Septic/Sewer Ownership:**

1. Waste water sewer/septic systems shall be the property of the developer and or a homeowners association. These entities shall assume the responsibility of developing, maintaining, preserving, policing and insuring said systems. These entities shall have the power to assess property owners within the development for, maintenance, preservation, policing, and insurance of said systems.

##### **B. Waste Water Sewer/Septic Management Plan:**

1. The applicant shall submit a Plan for Management of the Waste Water Sewer/Septic (Management Plan) that: Allocates responsibility and guidelines for the maintenance and operation of any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements; Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for and outlines the means by which such funding will be obtained or provided;
2. Provides that any changes to the Management Plan be approved by the Town of Star Valley Ranch.

##### **C. Waste Water Sewer/Septic Maintenance**

Maintenance of Waste Water Sewer/Septic owned by a developer or a homeowner's association shall be the responsibility of the developer or the homeowner's association. In the event the party responsible for maintenance of the waste water sewer/septic fails to maintain all or any portion in reasonable order and condition the Town of Star Valley Ranch may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance shall be charged to the developer or the homeowners' association, or to the individual property owners that make up the homeowners' association, and may

include administrative costs and penalties. Such costs shall become a lien on all subdivision properties.

#### **14.01.080 Off-Site Improvements**

Where appropriate, the Town Council may require the petitioner to construct, at petitioner's own expense, such off-site improvements, in compliance with all Town ordinances, which may be required to serve the annexing properties in order to provide adequate and efficient transportation, water, sewage and other public facilities in order to avoid excessive expenditure of public funds for the supply of such facilities. The improvements may include, but need not be limited to the following:

- A. Sanitary sewer/septic lines to, through and adjacent to the annexing property;
- B. Water line extensions to, through and adjacent to the annexing property;
- C. Street improvements through and adjacent to the annexing property;
- D. Storm drainage improvements and facilities within or adjacent to the annexing property.
- E. Improvements must be to Town standards and approved by Town Council and Town Engineer.

#### **14.01.090 Cost Payment**

When appropriate, the Town Council may require as a condition of annexation, payment for a reasonable fair share of the cost of existing public facilities which have been installed to, through or adjacent to the annexing property. The public facilities may include, but need not be limited to, sewage treatment facilities, water mains, street improvements or storm drainage areas.

#### **14.01.100 Public Land Donation**

When appropriate for the purpose of implementing the Master Plan of the Town, the Town Council may require that a portion or portions of the annexing properties be reserved for future parks and/or recreational sites, school sites or open spaces.

#### **14.01.110 Improvement Completion Guarantee**

All improvements, which may be required by the Town Council as a condition of annexation, shall be sufficiently guaranteed in writing. A performance bond or other form of assurance acceptable to the Town Council and the Town attorney in accord with the requirements for the same as provided in the subdivision regulations shall be provided by the petitioner prior to final approval of the proposed annexation by the Town Council.

#### **14.01.120 Plat Size, Materials and Map**

The annexation plat shall be accurately and legibly prepared in black, waterproof ink upon one or more sheets of polyester film measuring twenty-four inches by thirty-six inches. A marginal line shall be drawn completely around each sheet leaving an entirely blank margin of two inches on the left side and one-half inch on all other sides. All signatures shall be in black, waterproof ink. The scale of the map shall be a maximum of one hundred feet to an inch (1"=100') unless otherwise authorized by the Town

Council. A location map showing the annexation property in relation to the section it resides in shall be provided at a scale of 1"=1000'. All rights-of-ways and subdivisions shall be shown and labeled. An electronic/digital copy of the annexation plat shall be provided at a scale and format acceptable to the town at the time the plat is accepted. The electronic/digital copy shall reflect the plat as it appears on polyester film without signatures.

#### **14.01.130 Plat Contents**

The following items shall be included on the annexation plat:

A. Name of the annexation, date, label "annexation plat," written and graphic scale, north arrow. The title of the annexation plat shall contain a subtitle which indicates the quarter section, section, township and range in which the annexation is located.

B. An accurate and complete boundary survey shall be made of the lands to be annexed. A traverse of the exterior boundaries of the lands to be annexed when computed from field measurements on the ground, must close within a limit of one foot to ten thousand feet of perimeter. The boundary of the annexation shall be clearly indicated on the plat. All lines shown on the plat which do not constitute a part of the annexation, shall be dashed.

C. The annexation plat shall show all survey and mathematical information and data necessary to locate all monuments and to locate and retrace any and all interior and exterior boundary lines appearing thereon including bearings and distances of straight lines and radii, lengths, tangent distances and deflection for all circular curves. Where, under unusual circumstances, curves other than circular are used, the plat must indicate the type of curve and pertinent data.

D. All rights-of-way or parcels required to be dedicated for any purpose shall be particularly delineated and designated with all dimensions, boundaries and courses clearly shown and defined in every case. Sufficient linear, angular and curve data shall be shown to determine readily the bearing and length of the boundary lines of every parcel which is a part thereof. The area of each parcel shall be shown with an accuracy of 1:100.

E. The annexation plat shall show fully and describe clearly what stakes, monuments and/or evidence that were used to determine the boundaries of the legal description of the annexation where found on the ground. The final plat shall also show fully and clearly, each adjacent corner of each adjoining subdivision or portion thereof, by lot and block numbers, tract names or number, and place of record; or by section, township or range; or by other proper designation. The location of all monuments placed in making the survey and if any points were reset by ties, that information shall be stated. Affixed securely to the top of each such monument established shall be the Wyoming registration number of the land surveyor responsible for the establishment of the monument. These monuments shall be set at all angle points, and at the beginning, end, and points of change of direction or change of radius of any curved boundaries. To insure accurate resurveys and future adjacent platting, ties to at least two section corners and/or quarter section corners shall be shown on the annexation plat. Information differing from previous annexations and subdivisions shall be shown in parenthesis.

F. The annexation plat shall contain a certificate signed and acknowledged by all parties having any record title interest in the land being annexed consenting to the annexation of the subject properties.

G. A certificate, signed and acknowledged as above, offering for dedication, all parcels of land shown on the annexation plat and intended for any public dedication, whenever the dedications are required as a condition of annexation.

H. A certificate shall be signed by a Wyoming registered land surveyor stating that he is responsible for the survey and that the plat accurately depicts the lands being annexed. A statement by the land surveyor explaining how bearings were determined shall be included on the plat. The signature of the surveyor shall be accompanied by his registration number.

I. Certificate for execution by each of the following:

1. Town Attorney;
2. Public Works Department Head;
3. Mayor;
4. Town Clerk;
5. Planning Department Head;
6. Recorder's Certificate;

J. Legal description of the lands being annexed and reflecting the boundary survey and including the section, township and range. The method of description shall be by use of the standard land measurement term and/or by use of metes and bounds except in cases of previously subdivided land. The subdivision, block, tract and/or lot shall also be described. A complete legal description is also required of all the property being annexed, shown by reference to maps or deeds of the property shown thereon, as has been previously recorded or filed. Each reference to the description, to any tract or subdivision, shall be spelled and worded identically with the original record thereof, and must show book and page reference to record of the county. The description shall also include reference to any vacated area with the book and page number of the instrument of vacation, and any excepted tract shall be described as in the original instrument.

#### **14.01.140 Subdivision Annexation**

When a petition for annexation includes only lands being subdivided or re-subdivided, the annexation plat shall consist of the approved subdivision plat and shall conform to all the requirements set forth in the subdivision regulations. The more restrictive or strict requirements shall apply where there is a variance between this ordinance and the subdivision regulations.

#### **14.01.150 Surveyor Required**

All lot boundary surveys or resurveys performed within the corporate limits of the town shall be performed by or under the supervision of a surveyor properly licensed in the State of Wyoming. All such surveys shall be performed according to generally accepted surveying practices.

#### **14.01.160 Lot Markers**

Lot markers on property corners set during the course of such surveys, or resurveys shall conform to the following requirements:

A. In firm soil, No. 5 steel rebar eighteen to twenty-four inches long with metal caps or tags identifying the corner.

B. In concrete walks or curbs, three-fourths-inch diameter blind rivet with one-fourth-inch diameter shank.

C. In solid rock, blind rivet as in subsection B of this section or one-fourth-inch diameter by three-inch long iron bar grouted in drilled hole two inches deep.

D. Field and/or office data indicating how the point and line of beginning were established and the tolerance used as well as any adjustments made to insure mathematical closure of the survey;

E. Drawings shall be submitted on sheets eight and one-half inches by fourteen inches drawn to scale, the scale used shall be such as to insure adequate showing of detail as may be required by the Town.

F. An electronic/digital copy of the survey shall be provided at a scale and format acceptable to the Town at the time the survey is accepted. The electronic/digital copy shall reflect the survey as it appears on the hard copy.

#### **14.01.170 cord of Survey**

Not later than fourteen days after the completion of any survey or resurvey, the surveyor shall file with the Town, a record of such, including the following information:

1. Name, address and applicable license number of person certifying the survey;
2. The dates on which the survey was made; A drawing of the survey identifying its location by addition, block number and lot numbers of the land surveyed, or such other description as will readily identify the location of the land surveyed. The drawing shall show the location and type of property corners found and used during the course of the survey (e.g. spike, pipe with survey cap, concrete monument, etc.), the dimensions and angles turned on all lines included in the survey

## **Chapter 2 Subdivision Requirements**

(Ord. 2018-11; 10/10/2018)

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- [Appendix 14.02-C Subdivision Development Agreement](#)

#### **14.02.010 Purpose**

The procedures, regulations and standards contained within this Land Development Code have been established to accomplish the following objectives:

1. Promote public health, safety, and welfare;
2. Provide guidance for future development and growth in accordance with the current adopted Master Plan of the Town of Star Valley Ranch;
3. Integrate existing streets and roads with the Master Street Plan and other related development of the Town;
4. Assure safe and adequate transportation systems, water and other public uses and facilities;
5. Establish reasonable standards of design and uniform procedures for the subdivision and re-subdivision of land;
6. Provide for orderly layout, documentation, and legal description of subdivided lands;
7. Provide for an orderly and expeditious method of processing applications for subdivisions and re-subdivisions;
8. Provide for an orderly and expeditious method of processing applications for Annexing property or subdivisions into the Town;
9. Compliance with the Town's Title 9 Zoning Ordinances.
10. Compliance with the Town's Title 4 Water Ordinances.
11. These standards are for subdivisions inside the Town but apply to subdivisions around the Town's borders.

#### **14.02.020 Subdivision Standards**

All improvements located upon land which is subdivided shall be designed and constructed in compliance with the following laws, rules and regulations and standards:

1. Local Ordinances: The Zoning Ordinance (Title 9) Buildings (Title 6) of the Town and all current adopted codes and applicable ordinances of the Town.
2. State Laws and Lincoln County Regulations: All applicable laws of the State and Lincoln County Regulations, including, but not limited to, Wyoming Statutes 18-5-306, 34-12-101 to 34-12-104 and all rules and regulations, having the force and effect of law.

3. Wyoming Public Works Standard Specifications Adoption by Reference Wyoming Public Works Standard Specifications (WPWSS) – Current Version as published by the Wyoming Public Works Council are hereby adopted by reference. The said WPWSS are incorporated herein by reference as if the same were more fully herein set out
4. Standard Drawings and Specifications: The Town Standard Drawings and Engineering Specifications (in preparation).
5. Engineering and survey plans, specifications, and reports required in connection with public improvements and other elements of the applicant's Subdivision Master Plan required by the governing body must be prepared by a professional engineer and professional land surveyor licensed in the State of Wyoming.
6. The applicant or his/her contractor(s) shall not proceed with any construction work on a proposed subdivision, including grading and excavation relating to public improvements, until the governing body has given preliminary plat approval of the proposed subdivision plat. The applicant shall incur penalties and assume all risks and liability for errors in improvement/placement. The improvements/placement must comply with the conditions and agreements of the final plat.
7. The applicant shall not proceed with any construction work on a proposed subdivision until all roads, water lines and utilities are installed (per Town and Utility company specifications) for the total proposed development along the roads identified in the Developers approved Master Plan.
8. All major subdivisions shall have a Town approved Wyoming legal entity, and comply with Sections 14.02.020 Subdivisions Standards, 14.02.030 Solid Waste Disposal, 14.02.035 Septic/Sewer Requirements, 14.02.160 Open Space Requirements and Appendix 14.02-A.
9. If the applicant provides a location for mail delivery as directed by the United States Postal Service (USPS). Snow removal shall be provided by a Town approved Wyoming legal entity.
10. The applicant shall have completed an analysis outlining the anticipated costs in the process of becoming part of the Town. This analysis shall include but not be limited to the following:
  - a. Anticipated costs required by additional road, water and other maintenance requirements.
  - b. Additional equipment costs.
  - C. Additional costs required by the Town.
11. All utilities are to be underground.

#### **14.02.025 Conflicts with other Ordinances**

In the event that the provisions of this Title 14 Chapter 2 are inconsistent with one another or if the provisions of this Title 14 Chapter 2 conflict with provisions found in other adopted and regulations of the Town, the more restrictive provision will prevail. When the provisions of this-Title 14 Chapter 2 impose a greater restriction than imposed by any easement, covenant, deed restriction or private agreement, the provisions of Section 14.02.020 Paragraph 3 are deemed secondary.

#### **14.02.027 Severability**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinances.

#### **14.02.030 Solid Waste Disposal**

A Town approved Wyoming legal entity, must establish regulations for:

1. Adequate trash disposal capacity, haulage, and collection points.
2. Trash shall be hauled from the site at least weekly;
3. Trash collection points shall be screened, not visible, and designed to prevent trash from being scattered by the wind or used by animals;
4. Developments that do not offer common waste collection points or services, shall establish a mechanism that will mitigate potential trash-related problems.

#### **14.02.035 Septic/Sewer Requirements**

The applicant shall provide to the Town, at the time of application, a complete study certifying that all Lincoln County, State of Wyoming, and Federal standards for septic/sewer requirements have been met.

1. The Lincoln County standard for lots less than 5 acres for Single Family Residence requires an enhanced/advanced septic treatment system as directed by NSF Standard 40.
2. In the case of a development plan that includes a high-density zone, MR-1 or MR-2, Wyoming State Statutes and Lincoln County Regulations require a full and current DEQ Chapter 23 Wastewater Study. This study will determine the level of treatment, a waste treatment facility or appropriate and robust alternative, that must be employed. A full understanding of all ground conditions must be shown in the proposed development.

#### **14.02.040 Buffering**

The Town and the applicant shall agree upon buffering requirements.

1. Buffering shall be required between developments of different intensities and use. Examples of adjacency situations that require buffering may include projects that propose non-residential uses next to existing residential uses, multi family next to existing single family.
2. Buffering shall be required when the development creates noise, glare, traffic, dust, lighting, or other negative effects.
3. Berms shall be at least two feet high and should appear natural. Berms shall have a gentle transition to surrounding grade. Grades on berms shall not exceed 3:1. Berms shall be seeded and planted with tree clusters or natural vegetation.
4. Tree clusters shall consist of three or more trees at least four feet tall planted at intervals sufficient to buffer the project.
5. Other buffering measures may be employed on a case-by-case basis if a determination is made that a fence, trees or berm will not sufficiently buffer the project. These measures may include setbacks, landscaping, or other methods identified and agreed upon by the development applicant and the Town.

#### **14.02.050 Performance Guarantee Procedures**

1. An applicant shall submit to the Town of Star Valley Ranch Planning and Zoning Board satisfactory evidence of adequate financial resources to develop and complete improvements proposed and presented.
2. Applicant/developer shall comply with Subdivision Development Agreement: See APPENDIX 14.02-C

#### **14.02.060 Snow Storage**

1. General: Each subdivision shall contain adequate snow storage areas to accommodate snow removed from on-street or off-street parking areas, or the removal of snow from elsewhere on the subdivision property.
2. Snow Storage Standards:
  - a. If an off-site snow repository is not used, an adequate on-site snow storage area shall be provided within the subdivision property;
  - b. The size of the storage area shall be determined in the following manner: Minimum snow storage areas shall represent two and one-half (2.5) percent of the total area dedicated for on-street and off-street parking;
  - c. Adequate drainage of the snow storage area shall be provided to accommodate snowmelt. No snowmelt shall drain onto adjacent land areas.
3. Open space and landscaped areas within the subdivision may be used to accommodate required snow storage area.

#### **14.02.065 Storm Water Management**

1. Amount of Storm Water Runoff:
  - a. No subdivision shall cause adjacent landowners, water courses, drainage ways, or channels to receive storm water runoff from the subdivision at a higher peak flow rate, or at higher velocities, than would have resulted from the same storm event occurring within the proposed subdivision site in its existing condition;
  - b. The discharge of storm water into irrigation ditches shall not be permitted without approval from the appropriate owner and the Town;
  - c. Public water shall not be discharged onto or through private property without a recorded easement from appropriate landowners.
2. Velocity of Storm Water Runoff  
All storm water retention storage, sump storage, and groundwater recharge areas shall be located within the subdivision property. These areas shall be designed to contain and dispose of the estimated runoff from one hundred (100) year, twenty-four (24) hour storm event.
3. Detention Basins
  1. When necessary, detention basins or equivalent management facilities shall be designed and constructed with sufficient capacity to maintain a post-development runoff rate from a subdivision development site that is equal or lower than the pre-development runoff rate. Drainage design shall address the

treatment of surface and storm water runoff via both wet-weather and dry-weather discharges.

2. Where runoff from development of a subdivision could generate adverse consequences upon persons, land, or wildlife, storm water detention facilities shall be constructed prior to any earth moving activities associated with site development.

#### **14.02.070 Density**

1. Lot/parcel size requirements: Newly created single-family residential lots shall be no smaller than (1/2) one half acre.

2. Multiple Family Residential MR-1 and MR-2 Zones see APPENDIX 14.02-B.

3. The development shall function efficiently and safely given the sites topography, location, hazards and the development of:

- a. Utilities;
- b. Vehicular, pedestrian, and emergency access;
- c. Parking;
- d. Small wastewater systems;
- e. Storage of trash, snow and other items;
- f. Structures;
- g. Open space;
- h. 100-year storm event storage/retention.

4. The development lot/parcel shall contain and or mitigate external nuisances.

External nuisances include, but are not limited to, the following:

- a. Odor
- b. Noise
- c. Vibration
- d. Dust
- e. Smoke
- f. Light.

5. New developments should be as compatible as reasonably possible with adjoining and/or surrounding densities and uses in terms of the preservation of views, the design, bulk and height of the proposed structures, and the need to preserve the privacy of neighbors.

#### **14.02.080 Platting**

1. Platting Required: No person shall subdivide or re-subdivide any piece, parcel or tract of land, situated within the Town or within one mile outside the Town limits, or sell or convey any subdivision or portion thereof, within said area, without first filing a Plat approved by the Town in conformity with the requirements of this Chapter.

Notwithstanding the foregoing, any Plat situated within an officially designated area of impact shall be subject to the terms and provisions of any area of impact agreement between the Town and Lincoln County.

2. Exclusions: Platting shall not be required for:

- a. A bonafide sale, division or partition of land intended strictly for use thereafter as agricultural land. The intent to construct, as evidenced by a request or a building permit for a residence, apartment, commercial or industrial building or

other non-agricultural building or buildings upon such tract of land, shall be deemed sufficient evidence that the land described in the application for a building permit is no longer agricultural and shall immediately subject such land to the requirements of this Chapter.

b. An allocation of land in settlement of an estate of a decedent or a court decree for the distribution of property.

c. An involuntary sale of land as result of legal condemnation as defined and allowed in the Wyoming Statutes.

d. A widening of existing streets to conform to the current adopted Master Plan, Master Road Plan or by authority of the Town.

e. The acquisition of the street right of way by a public agency in conformity with the current adopted Master Plan, Master Road Plan by the authority of the Town.

f. An exchange of land for the sole purpose of altering property boundaries or enlarging any existing lot, and which does not create additional lots.

3. Amended Plat: Whenever a developer proposes to re-subdivide, re-Plat, or amend the Plat of an approved or recorded subdivision, the developer shall file a new application for a subdivision and such application shall be processed in the manner set forth in this ordinance.

4. Plat Specifications: All final Plats shall comply with Wyoming Statutes 34-12-101 to 34-12-104 and such legality, permanency, clarity, reproducibility, accuracy, uniformity and neatness of the Plat. The map drawings shall be at a scale of one inch equals two hundred feet (1" = 200') for lots 2 acres or larger; for lots smaller than 2 acres, minimum scale shall be one inch equals one hundred feet (1"= 100'). The Plat shall also contain such information as is necessary to determine compliance with the provisions of this ordinance.

#### **14.02.090 Surveying and Monuments**

1. All linear dimensions shown on a Plat shall be calculated to the nearest one-hundredth (0.01) of a foot and all bearings shall be calculated to one second (1") of arc. All curves shall be defined by the radius, central angle, tangent, arc and chord distances. The description and location of all monuments shall be shown. Monuments as directed by the Town Engineer, conforming to Town standards, and installed to Town standards shall be set at centerline tangent points, centerline points of curve, centerline points of intersection of streets, and any subdivision boundary points which fall in the area of the streets and shall be existing at the time of the Town's final acceptance of the street improvements. All points on the exterior boundary of the subdivision where the boundary changes direction shall be marked with monuments either of concrete with a brass cap, galvanized iron pipe not less than one inch (1") in diameter and thirty inches (30") long, or iron or steel rods not less than five-eighths inch (5/8") in diameter and thirty inches (30") long, or as directed by the Town Engineer. Points shall be plainly and permanently marked upon monuments so that measurements may be taken to them to one-tenth (0.10) of a foot. All lot corners shall be marked with monuments of either galvanized iron pipe, not less than one-half inch (1/2") in diameter, or iron or steel rods, not less than one-half inch (1/2") in diameter and two feet (2') long. These points shall exist at the time of final acceptance by the Town of the subdivision improvements. No Plat showing a plus or minus distance will be accepted unless agreed to by the Town

Engineer. Each lot corner shall be monumented with a permanent marker in accordance with the Rules and Regulations of the Wyoming State Board for Registration of Professional Engineers and Land Surveyors.

2. A definite tie between not less than two (2) prominent points shall be shown between the exterior boundary of the subdivision and the section corner and quarter corner system as established by the United States Government and supplemented by the Town and Lincoln County, and shall be indicated by bearing and distance and coordinates if directed by the Town Engineer.

3. The final Plat shall be submitted to the Town Engineer along with a computation sheet of bearing coordinates on all points, based on the State plane coordinate system.

#### **14.02.100 Lot Improvements**

1. Lots shall be arranged so that they meet all qualifications necessary to secure a building permit.

2. Lot dimensions shall conform to the minimum standards in the Zoning Ordinance.

3. All property in the subdivision shall be included within a lot or within an area dedicated for public use.

4. Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.

5. Relationships to streets

a. Lots shall have full frontage on, and access to, a dedicated street.

b. Side lines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet (20') on the property line.

c. Access to arterial streets

1) Residential lots shall not have direct access to arterial streets.

2) Direct access to arterial streets from commercial or industrial lots may be permitted where it can be demonstrated that:

a. The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition;

b. There is no reasonable alternative for access to the arterial via a collector street;

c. There is sufficient sight distance along the arterial from the proposed point of access;

d. The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection;

e. The developer or OWNER agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient use of the proposed access.

3) Lots abutting an arterial street

a. Such lots shall have reverse frontage on the arterial streets.

- b. Such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing.
- c. The minimum lot depth shall be one hundred fifty (150) feet except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer for a dwelling on a lot less than one hundred fifty (150) feet in depth.
- d. Whenever practical, existing roadside trees shall be saved and used in the arterial buffer.
- e. Annexation and development agreements shall include provisions for installation and continued maintenance of arterial buffers.

#### **14.02.110 Street Requirements**

The purpose of this section is to promote and maintain the health and safety of Town residents; to provide for the orderly flow of traffic within the Town; to facilitate access of emergency vehicles to all parts of Town; and to allow the safe and orderly movement of pedestrians, bicycles, and permitted off-road vehicles.

##### **1. Subdivision Connectivity**

The degree of street/road connectivity between arterials and collector and local streets within a subdivision impacts the response time of emergency vehicles. A high degree of street connectivity shortens the response time by providing more direct routes and alternate routes to the site of the emergency. The Town thus requires a high degree of connectivity as a health and safety measure .

a. All new streets and roads within a new subdivision (development) shall be public and the property of a common entity.

##### **b. Access to arterial streets**

1) Access to a new subdivision shall be from arterial and/or collector streets. The number of permanent, developed accesses is a function of the number of lots and the length of the longest street within the subdivision. In addition to the developed accesses, subdivisions shall also have a specified number of emergency access points that may be less developed, but capable of supporting a large fire engine, and protected by crash barriers. The required number of developed and emergency access routes are presented in Table F.1.b.1), below.

2) The number of accesses may be reduced in areas where it is determined by the Town or its representative, that the provision of one or more additional accesses is not practicable based on topography or other access constraints; the reduction in the number of accesses may require mitigation, such as sprinklers, or turnarounds.



Table 1: Required Number of Accesses to a Subdivision

Number of lots In Subdivision	Principle Developed Access	Emergency Access	Total number of Accesses Required
0-9	1	0	1
10-39	2	0	2
40-79	2	1	3
80 or more	3	2	5

3) Length of travel requirement: The centroid of any lot within the subdivision shall not lie greater than 5,000 feet by street distance from a permanent, developed access to an arterial or collector street. This length of travel requirement may necessitate accesses in addition to those required by subdivision lot number.

c. Access to adjoining properties shall be provided by:

1) Connecting to existing streets that extend to the property line or when the existing street is parallel to the property line and lays within 10 feet of said property line the new subdivision street shall join such existing street by acquired easement.

2) When the adjoining property is undeveloped:

a) Streets shall be extended to adjoining subdivision property lines.

b) One access per one thousand (1,000) feet of shared property line shall be provided (rounded to the nearest one thousand feet).

3) Under no circumstances shall the subdivision result in the isolation of an adjacent property from an arterial or collector road.

2. All streets in the subdivision shall conform to the current adopted Master Road Plan or by the authority of the Town and to section 14.02.110 of this code.

3. New subdivisions shall be designed in a grid pattern of interconnecting streets that is designed to allow traffic flow to adjacent properties. The layout should be suited to the existing topography and other natural features of the area; it is recognized that in some cases a varied design containing a layout of curving streets or circular patterns may be more appropriate for the site than a rectilinear grid.

4. Block Dimensions: While topography, existing vegetation, hydrology, and design intentions influence block shape and size, the maximum length for a block shall be no longer than 600 feet and the minimum length shall not be less than 400 feet, with an allowance for blocks up to 1000 feet in length when mid-block foot paths are provided.

5. The alignment and width of previously platted streets on abutting properties shall be preserved unless topographical conditions or existing buildings or structures require otherwise.

6. Streets, alleys and utility lines shall be arranged in a manner which will, insofar as possible, facilitate convenient extension and connection thereof to future streets, alleys and utility lines developed by the owners of adjoining property at the time their property is platted.

7. No Plat shall be laid out in any manner for the purpose of creating a spite strip within or adjacent to the subdivision.

8. In order to calm traffic speeds and to provide for pedestrian safety, the use of “T” intersections within the subdivision is encouraged. At least 25 percent of all intersections within subdivisions equaling or exceeding 40 acres should take this form, unless other design devices, such as traffic circles or signed intersections are employed to reduce vehicle travel speed.

9. Dead-end streets may be allowed in residentially zoned areas and shall be no longer than 400 feet as measured from the centerline of the intersecting street to the end of the dead-end street.

a. Permanent dead-end streets must end in a cul-de-sac that allows the turning of large emergency vehicles. Minimum cul-de-sac dimensions are:

1) Transition radius of 25 feet

2) Right-of-way bulb radius of 50 feet

b. Temporary dead-end streets with a length greater than 400 feet may be allowed where either an adjoining phase of the subdivision, as shown on the applicant’s Subdivision Master Plan will begin within three years or where necessary to permit access to adjoining undeveloped lands as required in this ordinance.

1) The temporary dead-end street shall be considered a permanent street and improved to the same degree as other permanent streets within the subdivision and shall meet other street standards.

2) The temporary dead-end street shall end with appropriate warning signs and barricades.

3) Temporary dead-end streets intended to provide access to adjacent undeveloped properties shall end in a temporary cul-de-sac with dimensions as described in this section. The excess right-of-way required for the temporary cul-de-sac shall be returned to adjacent property owners upon connection of the street to an adjoining street on the adjacent property.

#### **14.02.120 Street Construction Standards**

1. All new streets and roads shall be paved and shall be constructed and designed to meet or exceed Town Standard Drawings and Engineering Specifications approved by the Town Engineer.

2. Intersection Design Standards.

a. Three-way intersections are encouraged. In no event shall an intersection greater than four ways be approved.

b. Angle of Intersection.

1) Streets shall be laid out to intersect as nearly possible at right angles and no street shall intersect any other street at an angle of less than eight-five (85) degrees.

2) Streets shall remain at such an angle of intersections for at least 100 feet beyond the intersection.

3. Intersection offset shall be as follows:

Table 2: Minimum Centerline Offset of Adjacent Intersection

Connection Type	Local Streets	Collector Street	Arterial Road
Local Street to	400 feet	400 feet	1320 feet
Collector Street to	---	400 feet	1320 feet
Arterial Road to	---	---	2640 feet

**14.02.130 Alleys**

Alleys are generally discouraged except in multifamily residential and commercial/community building zones where they may reduce traffic congestion, facilitate delivery of goods and removal of trash, and to reduce the number of driveways accessing Town streets. When permitted, alleys shall meet the following requirements.

1. Dimensions:

- a. Width: A minimum right-of-way width of twenty (20) feet and a maximum right-of-way width of thirty (30) feet
- b. Length: No alley shall exceed 860 feet in length as measured from the center lines of the intersecting streets.
- c. Paved width: All alleys shall have a minimum of twenty feet of hard surface (gravel, asphalt, or concrete) along its centerline.
- d. Clear Zone: The alley shall have a minimum of fifteen (15) feet vertical clearance and a minimum of twelve (12) feet horizontal on either side of the centerline.

2. Other:

- a. Alleys shall not intersect a street at an angle less than 75 degrees.
- b. A dead-end alley shall be prohibited.
- c. Alleys will not be publicly maintained.

**14.02.140 Private Streets**

Private streets are not allowed.

**14.02.150 Impact/Investment Fees (See 14.02.050 Performance Guarantee Procedures)**

The developer/owner of a new subdivision that accesses one or more existing Town streets may be required to pay an impact fee to the Town to cover the estimated costs of improving said streets to meet the anticipated traffic generated by the subdivision and to cover the actual cost of additional maintenance generated by construction traffic.

**14.02.160 Open Space Requirements**

Open Spaces, whether required by a zone or voluntary, shall meet the following:

- 1. Each development shall provide open space that is at least fifteen (15) percent of the gross development area or 500 square feet per housing unit whichever is greater.
- 2. The design and location of the open space site as well as its landscaping, and recreational furniture shall serve one or more of the following functions:
  - a. Provide opportunities for outdoor recreation;
  - b. Provide contrasts to the built environment

- c. Preserve scenic qualities;
  - d. Protect sensitive or fragile environmental areas;
  - e. Enhance and protect the values and functions of trees and forest;
  - f. Preserve the capacity and water quality of the storm water drainage system;
  - and
  - g. Provide pedestrian and bicycle transportation connections.
3. Open space within a development shall consist of one parcel broken only by streets or pathways.
  4. Open space in excess of four (4) acres and providing for outdoor recreational opportunities shall:
    - a. Provide off-street parking for four (4) vehicles per acre of open space (golf courses are excluded from this requirement).
  5. Open Space Ownership
    - a. Open spaces shall be the property of the development's association, or an equivalent legal entity. Such association shall assume the responsibility of developing, maintaining, preserving, policing and insuring said open space. The association shall have the power to assess property owners within the development for the development, maintenance, preservation, policing, and insurance of said open space.
  6. Open Space Management Plan
    - a. The applicant shall submit a Plan for Management of the Open Space (Management Plan) that: Allocates responsibility and guidelines for the maintenance and operation of the open space and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements; Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the open space and outlines the means by which such funding will be obtained or provided;
    - b. Provides that any changes to the Management Plan be approved by the Town of Star Valley Ranch.
  7. Open Space Maintenance

Maintenance of open space owned by a Town approved Wyoming legal entity, shall be the responsibility of this entity. In the event the party responsible for maintenance of the open space fails to maintain all or any portion in reasonable order and condition the Town of Star Valley Ranch may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance may be charged to this entity, or to the individual property owners that make up this entity, and may include administrative costs and penalties. Such costs shall become a lien on all subdivision properties.

#### **14.02.200 Manufactured/Mobile Home Parks**

1. All manufactured housing units must be in a manufactured home housing park. No dwelling other than a manufactured housing unit shall be located within the park.
2. A park manager shall live on site.
3. The number of allowed spaces is limited to what is approved on the Final Plat.

4. The applicant shall submit a Plan for Management (Management Plan) that: Allocates responsibility and guidelines for the maintenance and operation of the Manufactured/Mobile Home Park. Changes to the Management Plan shall be approved by the Town.
5. Manufactured home parks located adjacent to industrial, commercial or lower-density residential land uses shall provide screening such as fences or natural growth along the property boundary lines separating the community from such adjacent land uses.
6. The size of the manufactured home lot must be suitable for the general market to be served and must fit the dimensions of manufactured homes anticipated.
7. Manufactured home spaces must be arranged to permit the safe and practical placement and removal of manufactured homes
8. A minimum of two (2) off street parking spaces shall be provided on or adjacent to each manufactured home space and over flow parking no farther than 150 feet from any dwelling. On street parking is not allowed. The driveway must be located to allow for convenient access to the manufactured home, and be a minimum of ten (10) feet wide. The manufactured home lot must be located at least ten (10) feet from the street that serves it.
9. The total area occupied by a manufactured home and its roofed accessory building and structures may not exceed forty (40) percent of the area of a space.
10. All manufactured homes shall be separated by a minimum of fifteen (15) feet There shall be a minimum of fifteen (15) feet between all attached structures such as carports, awnings, decks, and stairs and any adjacent manufactured home.
11. There shall be a minimum of six (6) feet between detached structures and any adjacent manufactured home. Detached structures are defined as any structure that is more than six (6) feet away from any manufactured home.
12. Sites shall have vehicular access to a public street only through the main entrance(s).
13. No attachments, additions, alterations or modifications to the exterior walls of a manufactured home are allowed except those approved by the manufacturer for the specific unit. All other additions, porches, decks, garage or other add-on attachments must be freestanding and self-supporting with no structural reliance on the manufactured unit itself.
14. All towing devices, wheels, and undercarriage support used solely for initial transportation of the home shall be removed from the unit and building site within thirty (30) days of delivery to the site.
15. Applicant shall provide to the Town a permit certifying all County, State and Federal standards for septic/sewer requirements have been met.
16. Manufactured/Mobile Homes (1) shall have a pitched roof no less than 5 vertical inches for each 12 horizontal inches (5/12). (2) Overhangs for eaves on pitched sides shall extend a minimum of 18 inches beyond the adjoining wall and overhangs on gable ends shall extend a minimum of 12 inches beyond the adjoining wall. (3) A minimum 100 lb. per square foot snow load. (4) Shall have been manufactured no more than 12 months prior to the date of application. (5) Shall be placed on a permanent continuous foundation. (6) Steps/Stairs used for ingress/egress shall be anchored to a pour on cement landing.

**Appendix 14.02-A**  
**Subdivision Construction Fine Schedule**

<b>Violation/Infraction</b>	<b>Fine</b>
Starting construction without a permit	Up to \$750 per infraction

## Appendix 14.02-B

### Multiple Family Residential Zones, MR-1 and MR-2

**Intent.** The purpose of the Multiple Family Residential Zones, hereafter referred to as “**MR ZONE(S)**”, is to encourage and allow more creative and imaginative design for land development than is possible under existing regulations. The Zones are intended to provide for the more efficient use of the land that will result in a more economical development of land, preservation of natural sites, better amenities, and more open space.

#### Permitting Procedures

All land use proposed in MR Zones that require plats, maps and documents shall comply fully with the requirements laid out in these regulations. A MR Zone shall be approved only if the Town finds the application meets the purpose and objectives of this section, as well as applicable standards of the Town of Star Valley Ranch. The sequence of review and approvals are as follows;

- a. Pre-application conference with the Town
- b. Planning and Zoning Board Recommendations
- c. Town of Star Valley Ranch Town Council review and action

#### Multiple Family Residential Zones Requirements

**Maximum density:** Four (4) dwelling units per acre

**Minimum lot size:** MR Zones shall have a minimum of two (2) acres

**Development height and square footage:** No structure in the proposed development shall exceed thirty-five (35) feet. The building area footprint for all new individual single story units shall not be less than 900 square feet of the building area excluding the building area of any attached garage. The total living area for all new individual two-story units shall not be less than 1600 square feet excluding the building area of any attached garage.

#### Other requirements: Written Documents

- a. A statement describing the planning objectives to be achieved by the by MR Zone through the particular proposed applicant. The statement should include a description of the character of the proposed development and the rationale behind the assumptions and choices made by the developer;
- b. A statement of how the MR Zones will be financed and the reasoning by which the feasibility of the MR Zones has been determined;
- c. A statement describing the various phases of development and management of the common open space and or facilities during the initial phase and following the completion of each phase of the development;

- d. A development schedule indicating the approximate date and duration of construction of each phase;
- e. Size of the parcel, total number and type of dwelling units, proposed lot coverage, gross net residential densities, total open space, usable open space, type and amount of non-residential construction and other studies as required by the Town.

**Services:**

Both centralized septic/sewer and water systems shall serve the proposed development. A permit certifying all County, State and Federal standards for septic/sewer requirements have been met. Also see Section 14.02.035 Septic/Sewer Requirements.

**Open Space Requirements See 14.02.160**

**Landscaping Plan.** A detailed landscape plan showing the natural open space, if any, which will remain upon completion of the development, all existing trees and precise boundaries of additional landscaping. The landscape plan must include the following:

- a. Species
- b. Container sizes and dimensions
- c. Location of all trees, shrubs and ground cover
- d. Paving material
- e. Street furniture
- f. Fencing material
- g. Evidence of an irrigation system

**Site Plan.** A site plan shall include all basic mapping elements including the following:

- a. Drainage. Adequate facilities for drainage of surface water
- b. Ingress and Egress. Adequate facilities for safe and convenient circulation of pedestrian and vehicular traffic, including walks, driveways, off street parking areas, off street loading areas and landscape separations between pedestrian and vehicular ways.
- c. Play Area. Residential and commercial developments shall provide adequate and safely locate play area for children.
- d. Protection of existing Land Uses. The development shall make adequate provisions to screen and protect the surrounding land uses from parking illumination, headlights, fumes, heat, noise, blowing papers, and dust and the visual encroachment of the surrounding land uses.
- e. Formation of an Incorporate Non-profit Town approve Wyoming. When the Incorporate Non-profit Association is a part of the MR Zone the developer shall:
  - 1. Create an incorporated non-profit Town approved Wyoming legal entity, which assures exterior maintenance of each unit and the common area. The applicants shall submit a management plan that establishes:
    - i. Insurance for each unit
    - ii Common area insurance and maintenance
    - iii Roof replacement schedule and roof repair
    - iv Exterior painting schedule



- v Provisions for ongoing maintenance and for long-term capital improvements
  - vi. Means by which such funding will be obtained or provided;
2. Record covenants that automatically make every lot owner a member, give him the right to use the common property and establish his voting rights in the Town approved Wyoming legal entity and his obligation to pay assessments.

**Elevations.** Typical elevations showing all four (4) sides of any structure proposed in the in the plan. The elevations should be of sufficient detail to show building heights, materials, colors, textures and general design. For commercial projects, conceptual sign plans showing type of sign, size and location must be included.

**Floor Plans.** Floor plans for all buildings shall be submitted indicating the types of residential and commercial structures proposed.

### **Multiple Family Residential Zones MR-1 AND MR-2**

---

4 Units per acre (max)  
2-acre minimum  
Central Water and septic/ sewer

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Legal Description  
Planning Objective  
Financial Statement  
Development Makeup  
Density Proposal  
Development Schedule

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All MR Zones will:  
Go through the subdivision review process (DEQ, NRCS, etc).

**Appendix 14.02-C  
Subdivision Development Agreement**

**FOR \_\_\_\_\_ SUBDIVISION  
FILE NO. \_\_\_\_\_**

**THIS AGREEMENT** is made and entered into as of the \_\_\_ day of \_\_\_ 20\_\_ by and between the Town Of Star Valley Ranch, hereinafter referred to as "TOWN", whose address is 560 Middle Branch Dr. Star Valley Ranch, WY 83127 and \_\_\_\_\_, hereinafter referred to as "Developer", whose address is \_\_\_\_\_.

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of approval for File No. \_\_\_\_\_ Subdivision to subdivide approximately \_\_\_ acres into \_\_\_\_\_ lots as set forth in the Preliminary Plat; and WHEREAS, the Developer is the sole owner of the identified certain Property (see Exhibit A) located in the Town; and

WHEREAS, it is the intent and purpose of the Developer and the Town to enter into this Agreement that will guarantee the full and satisfactory completion of the required Improvements on the Property described in this Agreement and it is the intent of this Agreement and the parties to satisfy the Improvement requirements and for the approval of the final plat application by the Town of Star Valley Ranch and the final plat recordation in the Office of the Lincoln County Clerk of \_\_\_\_\_ Subdivision;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**Section 1. Definitions**

1.1 DEVELOPMENT: The subject of this Agreement, which is designated and identified as \_\_\_\_\_ Subdivision on the Property described in Exhibit A in the jurisdiction of Lincoln County, Wyoming. This definition shall include any and all future names or titles for \_\_\_\_\_ Subdivision

1.2 IMPROVEMENT: Any alteration to the land or other physical construction located on or off the Property that is associated with this subdivision and building site developments.

1.3 OWNER/DEVELOPER: means and refers to \_\_\_\_\_ whose address is \_\_\_\_\_ the party that owns and is developing said Property and shall include and subsequent owner(s) or developer(s) of the Property.

1.4 PROPERTY: means and refers to the identified approximately \_\_\_\_\_ acres of a certain parcel(s) of Property located in Lincoln County, Wyoming, as described in Exhibit A.

**Section 2. Planned Improvements.** The Developer shall, and at its sole cost and expense, properly install and complete the following required improvements: Paved subdivision roadway; Central water system to each lot identified in the Preliminary Plat for \_\_\_\_\_ Subdivision; Electrical power to each lot identified in the Preliminary Plat for \_\_\_\_\_ Subdivision; Telephone lines to each lot identified in the Preliminary Plat for \_\_\_\_\_ Subdivision; and Surveyor's lot monuments as set forth in the Preliminary Plat attached hereto as Exhibit B. Developer agrees that such Improvements shall be installed in compliance with the Town of Star Valley Ranch Ordinances adopted by the Town or other agencies responsible for providing services to the Development. Signs: The Developer understands and agrees to purchase/install street signs prior to the Town being able to issue a building permit for a dwelling within the Development. Signs shall be purchased through the Town of Star Valley Ranch to assure standardization throughout the Town.

**Section 3. Sales or building permits.** No lot may be offered for sale or sold (warranty deeds transferred) prior to final plat approval by the Town of Star Valley Ranch and recording by the Lincoln County Clerk. Also no building permits shall be issued by the Town until final plat approval and recording.

**Section 4. Schedule for Commencement and Completion of the Improvements.** The Developer shall commence construction of the Improvements for \_\_\_\_\_ Subdivision within two (2) years after the File No. \_\_\_\_\_ Subdivision Preliminary Plat approval by the Town of Star Valley Ranch. The Developer will complete construction of the Improvements within three (3) years after approval of the Preliminary Plat. If Developer does not commence construction of the improvements within two (2) years or complete Improvement within three (3) years of the date of File No. \_\_\_\_\_ Subdivision Preliminary Plat approval by the Town of Star Valley Ranch, the preliminary plat approval for File No. \_\_\_\_\_ Subdivision will be automatically revoked. At such time, the Developer must reapply for approval for any development or subdivision pertaining to File No. \_\_\_\_\_ Subdivision under the then current Town subdivision regulations.

**Section 5. Control of trash, weeds, dust, erosion, and sedimentation.** The Developer shall be fully responsible for all dust abatement, erosion, sedimentation, weed, and trash control on the Property required by any Town, County, State or Federal regulations. Developer shall use best management practices and industry standards for control. Trash shall be contained at all times. The responsibilities in this Section shall run with the land and they shall therefore apply before, during, and until completion of Improvements.

**Section 6. Permits.** The Developer is responsible for obtaining all right-of-way, access, excavation, and other permits and approvals required by Town, County, State, or Federal regulations.

**Section 7. Inspections.** The Developer's representatives shall make regular inspections and maintain control of the Development while it is under construction.

Representatives of the Town shall have the right to enter upon the Property at any reasonable time to inspect and to determine whether the Developer is in compliance with this Agreement. The Developer shall permit the Town and its representatives to enter upon and inspect the Property at reasonable times. The Developer will not materially deviate from the Improvements required herein without the prior written approval of the Town, which approval will not be unreasonably withheld.

**Section 8. Final Inspection and Approval of Improvements.** The Developer shall notify the Town when it believes that the Improvements have been fully and properly completed and shall request final inspection and approval and acceptance of the Improvements by the Town. At the time of such notification to the Town, Developer shall submit to Town a set of "as built" plans and specifications, prepared by its engineer. The Town will provide interim and final inspection of the Improvements within a reasonable time period after notification by the Developer of completion and submission of "as built" plans and specifications. Upon inspection, the Town shall give timely written acceptance of the Improvements or a written checklist of material deficiencies, such noted deficiencies shall be specific as to location and shall specify, in detail, the necessary corrective action to be taken by the Developer. Upon approval of the final inspection, the Town shall notify developer of its acceptance of the Improvements.

**Section 9. Warranty of the Improvements.** The Developer warrants the prompt and satisfactory correction of all defects and deficiencies, for both materials and workmanship, in the Improvements to be owned or maintained by Town, if any that occur or become evident within one year. If such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within thirty (30) days after written demand by the Town to do so, correct it or cause it to be corrected. If the defect or deficiency cannot be reasonably corrected within thirty (30) days after written demand from the Town, the Developer shall commence the correction of the deficiency within the thirty (30) day period and proceed with reasonable diligence to correct the same or cause it to be corrected.

**Section 10. Remedies.** In the event the Developer fails to perform any of the terms, conditions or obligations in this Agreement or has not resolved a defect or deficiency under this Agreement, the Town, at its option, may exercise any rights and remedies it may have under law. Furthermore, the Town reserves the right, in its absolute discretion, to revoke the Developer's entitlements for \_\_\_\_\_ Subdivision. In the event of said revocation, Developer must reapply for approval for any development or subdivision pertaining to File No. \_\_\_\_\_ Subdivision under the then current Town subdivision regulations.

**Section 11. Default.** If the Developer defaults or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements required by this Agreement, the Town shall notify the Developer of the specific default or failing.

**Section 12. Maintenance of Lots.** Developer hereby agrees that all unsold lots shall be maintained by the Developer at the Developer's sole expense.

**Section 13. Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives.

**Section 14. Notices.** Any written notices required herein shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, to the address set forth below. Notices to the Town shall be addressed to, or delivered at, the following address:

Town of Star Valley Ranch  
ATTN: Town Administrator  
560 Middle Branch Dr.  
Star Valley Ranch WY 83127

Notices to the Developer shall be addressed to, or delivered at, the following address:

\_\_\_\_\_  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 15. Indemnification.**

A. No Liability for Town Approval. The Developer acknowledges and agrees (1) that the Town is not, and shall not be, in any way liable for any damages, loss or injuries whatsoever, including attorney fees, that may be sustained as the result of the Town's issuance of any permits, inspections, approvals or acceptances of the Improvements or use of any portion of the Improvements, and (2) that the Town's issuance of any permits, inspections, approvals or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees or any third party, against damage or injury of any kind at any time.

B. Indemnification. Except as provided below, the Developer agrees to, and does hereby, indemnify the Town, and all of its elected and appointed officials, officers, employees, agents and representatives from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with (1) the Town's review or approval of any plans, including those for the Improvements, (2) the inspection or issuance of any approval or acceptance of Improvements, (3) the development, construction, maintenance or use of any portion of the Improvements and (4) the performance by the Developer of its obligations under this Agreement and all related Agreements. The indemnification required herein shall

include, but not be limited to, any costs of defense incurred by the indemnified parties including attorney fees and expert witness fees.

**Section 16. Amendments or Alterations.** Any changes, omissions, modifications, revisions, additions or amendments to this Agreement shall be incorporated by written instrument, executed and signed by all parties.

**Section 17. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**Section 18. Filing.** The Town shall have this Agreement recorded in the Office of the Lincoln County Clerk.

**Section 19. Authority to Execute.** The County hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Town of Star Valley Ranch Town Council. The Developer hereby warrants and represents to the Town (1) that it is the owner of record of the Property or the owner's authorized representative, (2) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the subdivision as set forth herein, (3) that all legal action needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (4) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any Agreement to which the Developer is a party or to which it or the subdivision is bound or (ii) violate any statute, law restriction, court order, or Agreement to which the Developer or the subdivision is subject.

**Section 20. Regulations.** The Developer agrees to abide by all regulations, laws and codes of the Town of Star Valley Ranch.

**Section 21. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Third Judicial District, Lincoln County, Wyoming.

**Section 22. Insurance.** Developer shall procure, and at all times maintain, general liability insurance to protect from claims for damages because of negligence or bodily injury, including but not limited to death and damages to property, all with coverage limits of no less than *one million dollars (\$1,000,000.00)*. Said insurance will also provide coverage to fulfill the Developer's indemnification requirements set forth herein. Upon request, Developer agrees to provide a certificate of liability insurance to Town evidencing said limit.

**Section 23. Entirety of Agreement.** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer

and Town relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and Town, other than as are stated herein. All Exhibits referenced herein are incorporated in this Agreement as if set forth in full including all text information in the Exhibits. In the event of any conflict of terms in this Agreement and any Exhibits, the terms of this Agreement shall control. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns.

**Section 24. No Waiver of Town Rights.** No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continuity waiver unless expressly provided for; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any obligation under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement. Developer acknowledges that the Town of Star Valley Ranch reserves the right to revoke all approvals for \_\_\_\_\_ Subdivision upon failure to comply with File No. \_\_\_\_\_ Subdivision conditions of approval, upon any of the violations of the Town of Star Valley Ranch town ordinances, or for misrepresentations or material omissions made to the Town of Star Valley Ranch.

**Section 25. Sovereign Immunity.** The Town does not waive sovereign immunity by entering into this Agreement and specifically retains immunity and all defenses available to it pursuant to law, including government immunity.

**Section 26. Effective Date.** This Agreement shall become valid and binding only upon its approval by the Town of Star Valley Ranch Town Council and shall be effective on the date first written above.

**IN WITNESS WHEREOF**, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

TOWN OF STAR VALLEY RANCH

\_\_\_\_\_ Date: \_\_\_\_\_  
Mayor:

DEVELOPER

\_\_\_\_\_ Date: \_\_\_\_\_

Witness my hand and official seal.  
(SEAL)

\_\_\_\_\_

MY Commission expires: \_\_\_\_\_

Notary Public

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**



**EXHIBIT B**  
**APPROVED PRELIMINARY PLAT**