

**General Agreement for
Cloud Peak Ranch Fifth Filing**

This agreement is made and entered into as of this 20 day of July, 2007, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **System Land LLC.**, owner and developer of Cloud Peak Ranch, Fifth Filing, hereinafter known as the "Developer". The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for development of Cloud Peak Ranch, Fifth Filing:

Section 1. GENERAL CONDITIONS

- A. The development of Cloud Peak Ranch, Fifth Filing, is subject to the requirements in Appendix B (Subdivisions) and Appendix A-1 (Planned Unit Development) of the Sheridan City Code, as well as adopted City of Sheridan Standards for Street and Utility Construction.
- B. Development of Cloud Peak Ranch, Fifth Filing, shall occur in one phase:

Phase A will consist of installation of water and sewer mains to serve Lots 1 and 2 of the development. Completion of Phase A shall be no later than June 4, 2008.
- C. The Developer shall provide financial assurances pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% contingency fee. Financial assurances shall cover the following estimated costs contained in the Engineer's Estimate provided by Vista West Engineering, dated April 9, 2007 and included herein as Exhibit A:
 - 1. Sewer and Water – \$44,820
 - 2. Total Public Infrastructure (plus 10% contingency) - \$49,302

The Letters of Credit shall have appropriate amounts released upon verification by the City of completion of each portion or phase of development. The Developer, or its general contractor, shall be permitted to replace the financial assurance during the term hereof with another financial assurance meeting the requirements of Sheridan City Code Appendix B § 702.

- D. The developer shall provide test results, inspection reports and suitable mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for water and sewer utilities for Cloud Peak Ranch, Fifth Filing. Water and sewer utilities shall be approved and accepted by City prior to issuance of building permits for the Cloud Peak Ranch, Fifth Filing. Acceptance of sewer utilities will include video inspection by City personnel. Verification for services of franchise utilities must be provided upon signing of this agreement.
- E. Placement of ancillary utilities and services in platted easements, including but not limited to: cable television, gas, electricity, and telephone service, will be coordinated with the installation of water and sewer service lines and sidewalks to avoid interference with, or damage to, any service or utility properly installed in a platted easement. The Developer shall be responsible for repairs to any City utilities for which lack of coordination led to damage.
- F. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

The Developer agrees to comply with the terms of this Agreement, including all deadlines, contained in Section 1. Should the Developer fail to comply with any of the conditions in Section 1. of this Agreement, the City will send a letter to the Developer listing the conditions for which Cloud Peak Ranch, Fifth Filing, are not compliant. The City reserves the right to withhold any future development approvals for Cloud Peak Ranch, Fifth Filing, if the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within two weeks of the date of the letter of non-compliance.

Section 3. EFFECTIVE DATE

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

Section 4. TERMINATION

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

Section 5. SEVERABILITY

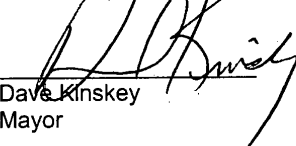
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY


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

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

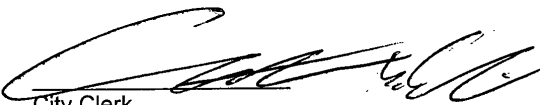
For the City of Sheridan:


 Dave Kinskey
 Mayor

For the Developer:


 Donald B. Roberts
 Owner, System Land LLC.

Attest:


 City Clerk

The above and foregoing Agreement was
 Subscribed, Sworn to, and Acknowledged
 before me by Don Roberts this 20 day
 of July, 2007.
 My commission expires June 12, 2010
Susan M. Goodman
 Notary Public

