




**Addendum to**  
**Amended Cloud Peak Ranch 24<sup>th</sup> Filing**  
**Development Agreement**

This addendum dated 10/03/23 amends the Development Agreement for the Amended Cloud Peak Ranch 24<sup>th</sup> Filing between City of Sheridan, hereinafter "City", and Ranch at Twin Buttes LLC, hereinafter "Developer". The City and Developer agree to the additional terms and conditions as listed herein for the development of the Amended Cloud Peak Ranch 24<sup>th</sup> Filing:

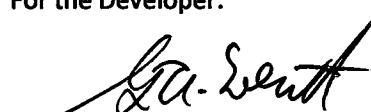
1. The subdivision will be constructed in two phases described as follows:
  - a. Phase I: Lots 1 through 23 of the Amended Cloud Peak Ranch 24<sup>th</sup> Filing Final Plat recorded on 10/9/2023 in Plat Book C, Page 104 at the Sheridan County Courthouse.
  - b. Phase II: Lots 24 through 57 of the Amended Cloud Peak Ranch 24<sup>th</sup> Filing Final Plat recorded on 10/9/2023 in Plat Book C, Page 104 at the Sheridan County Courthouse.
2. Phase II lots shall not be sold until Developer has provided financial assurance for Phase II pursuant to and in conformance with Sheridan City Code, Appendix B, Section 702, et. seq. including the 10% contingency fee. Financial assurance shall be based upon an updated Engineer's Opinion of Probable Construction Cost for Public Improvements.
3. A Deed Restriction shall be filed and recorded concurrent with the Plat and is hereby acknowledged by the Developer and the City of Sheridan as a recorded encumbrance on the Phase II lots described above prohibiting the sale of lots.
  - a. The City shall file a release of the Deed Restriction upon compliance with this Addendum.
4. A breach of this Addendum shall constitute a breach of the Developers' Agreement. The City, upon declaring a breach of this Addendum, may seek any remedy available by law. Additionally, should lots be sold in Phase II without the proper financial assurance being provided to the City, the City shall have the right to deny all building permits, occupancy permits and any other permits required by Ordinance in Phase I or Phase II until such time as financial assurance is provide in accordance with Sheridan City Code, Appendix B, Section 702, et. seq.

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

For the City of Sheridan:

  
Hanns Mercer, PE  
Director of Public Works

For the Developer:

  
Ranch at Twin Buttes LLC  
Stanley K. Everitt  
Manager

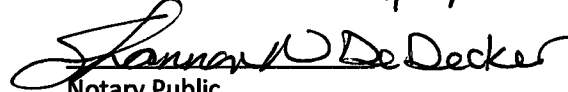


**2023-788157** 10/9/2023 10:22 AM PAGE: 2 OF 2  
FEES: \$62.00 SM AMENDMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Attest:

  
City Clerk

The above and foregoing Agreement was  
Subscribed, Sworn to, and Acknowledged  
before me by Stanley K. Everett this 3 day of  
October, 2023.  
My commission expires 08/26/23

  
Notary Public

**SHANNON N DEDECKER**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20054033710**  
**MY COMMISSION EXPIRES AUGUST 26, 2025**

**NO. 2023-788157 AMENDMENT**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
PRESTFELDT SURVEYING 2340 WETLANDS DR  
SHERIDAN WY 82801