

**General Agreement for
Sheridan Country Club Subdivision**

This agreement is made and entered into as of this 22nd day of September, 2010, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Sheridan Heights Ranch, LLC, and System Land LLC**, owner and developer of Sheridan Country Club ^{minor} Subdivision, 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 Sheridan Country Club Subdivision:

Section 1. GENERAL CONDITIONS

- A. The development of Sheridan Country Club ^{minor} Subdivision, is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, as well as adopted City of Sheridan Standards for Street and Utility Construction.
- B. Financial assurances and other requirements for necessary infrastructure shall be supplied at the time of the further subdivision of the Tracts being created within this subdivision.

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, ^{minor} the City will send a letter to the Developer listing the conditions for which Sheridan Country Club Subdivision are not compliant. The City reserves the right to ^{minor} withhold any future development approvals on lands owned by the Developer within the Sheridan Country Club Subdivision if the Developer does not propose, within two weeks after the date of the letter of non-compliance, appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s). In the event Developer transfers, conveys or dedicates all or any portion of the property within the Sheridan Country Club Subdivision, herein known as "Transferred Property", Developer shall be relieved of any and all obligations under this Agreement which are to be performed after the date of such transfer with respect to the transferred property. Any subsequent owner of Transferred Property shall be subject to the terms of this agreement. Failure by said subsequent owners to comply with this Agreement shall not impede the approval of any other development proposals by other parties for the Sheridan Country Club ^{minor} Subdivision.

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

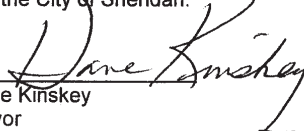
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY

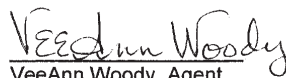
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

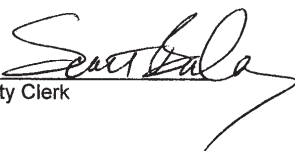
For the City of Sheridan:

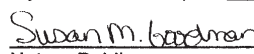

Dave Kinskey
Mayor

For the Developer:


VeeAnn Woody, Agent
System Land LLC.
Sheridan Heights Ranch, LLC

Attest:


City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by VeeAnn Woody this 22 day of
September, 2010.
My commission expires June 12, 2014

Notary Public

