

Register of Deeds

Butte County, South Dakota

Recorded May 24, 2006
at 3:45 P MDoc# 2006-1198Book 361 Page(s) 330-334Fee 18.00By Bambi J. Nelson
Register of Deeds**Prepared by:**City of Belle Fourche
606 6th Avenue
Belle Fourche, SD 57717
Phone: 605-892-3006**SUBDIVISION IMPROVEMENTS AGREEMENT**

This Agreement is made and entered into effective the 24 day of May, 2006 by
and between the City of Belle Fourche, a municipal corporation, with its address at 606 6th
Avenue, Belle Fourche, South Dakota, herein referred to as City, and Wagonbox
Development Company, being owner and developer of the subdivision and whose mailing
address is 1905 Stage Barn Circle, Spearfish, SD 57783, herein referred to as

**SUBDIVIDER.****WITNESSETH****1. Name and Description**

The subdivision to be developed has the following legal description: Tract A-1 and
dedicated street rights-of-way of Hat Ranch 2 Subdivision, City of Belle Fourche, Butte
County, South Dakota.

The Parties Agree To The Following Terms and Conditions:**2. Nature of Improvements**

The **SUBDIVIDER** agrees to install improvements as detailed on the plans by NJS
Engineering dated March, 2006. These plans are on file in the City Engineer's Office and are
hereby incorporated by reference. The improvements shall be completed on or before
October 1, 2006.

3. Revision of Plan

The **SUBDIVIDER** agrees that if, during the course of construction and installation of improvements it shall be determined by the **CITY ENGINEER** that revision of the Plans is reasonable and necessary and in the public's interest, **SUBDIVIDER** shall be required to undertake such design and construction changes and submit them to the **CITY ENGINEER** for approval, and when approved by the **City's** Common Council, **SUBDIVIDER**, their successors or assigns must implement said changes.

4. Performance Bond

Contemporaneous with the **SUBDIVIDER's** execution of this Agreement, **SUBDIVIDER** shall furnish a performance bond or irrevocable Letter of Credit running to the **City** in an amount equal to \$440,00.00, for faithful performance of this Agreement.

5. Utility Installation

The **SUBDIVIDER** agrees that all utilities shall be installed underground.

6. Indemnification

SUBDIVIDER, its successors and assigns, agrees to indemnify and hold harmless the **City** from and against all claims, suits, damages, costs, losses and expenses, including attorney's fees, in any manner arising out of or connected with this Subdivision Improvements Agreement, development of this property and constructing improvements thereon.

7. City Inspection of Improvements

The **SUBDIVIDER** agrees that all improvements shall be subject to inspection by the **CITY ENGINEER** or an authorized agent during the course of construction of such improvements.

8. Warranty of Improvements

The **SUBDIVIDER** warrants that the improvements will be installed in a good and workmanlike manner and shall be free from defects for a period of one (1) year from the date of completion. The **SUBDIVIDER** shall remedy any defects in the work and pay for any damage to the other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. **City** will give notice of observed defects with reasonable promptness.

Martha Wierzbicki
NOTARY PUBLIC
State of South Dakota

ACKNOWLEDGMENT OF SUBDIVIDER

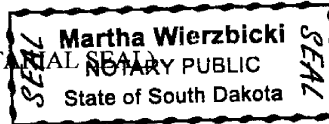
STATE OF SOUTH DAKOTA)
) ss.
 COUNTY OF BUTTE)

On this 24 day of May, 2006, before me MARTHA WIERZBICKI, a Notary Public, personally appeared Jim BENNING known to me or satisfactorily proven to be the person whose name is subscribed to the above and foregoing instrument and who acknowledged to me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Martha Wierzbicki
 Notary Public

My Commission Expires: 9-9-2011 (NOTARY PUBLIC)

ACCEPTANCE

The City of Belle Fourche, by its governing body and acting herein by and through its Mayor and Finance Officer, have, on this the 24th day of May, 2006, ratified, approved, and accepted the above and foregoing instrument and instructed its Finance Officer to cause this Agreement to be recorded in the office of the Register of Deeds of Butte County, South Dakota.

CITY OF BELLE FOURCHE, a
 Municipal Corporation

David E. Schneider
 Its Mayor

ATTEST:

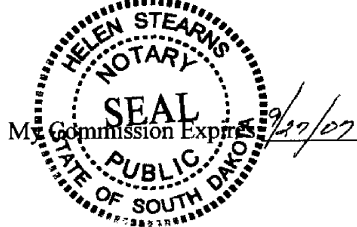
Gloria Landphere
 Gloria Landphere
 Finance Officer

ACKNOWLEDGMENT OF CITY

STATE OF SOUTH DAKOTA)
) ss.
 COUNTY OF BUTTE)

On this the 24th day of May, 2006, before me, Helen Stearns a Notary Public, personally appeared DAVID E. SCHNEIDORF and Gloria Landphere, who respectively acknowledged themselves to be the Mayor and Finance Officer of the City of Belle Fourche, a Municipal Corporation, and that they as such officers, being authorized so to do, executed the above and foregoing **ACCEPTANCE** for the purpose therein contained by themselves as such Mayor and Finance Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Helen Stearns
 Notary Public

(NOTARIAL SEAL)