



## PRE-ANNEXATION AGREEMENT AND PETITION

THIS ANNEXATION AGREEMENT, made this 29 day of Sept 2017, by and between William Shost, and their heirs, successors in interests and assigns, hereinafter referred to as LANDOWNER, and the City of Sheridan, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows: See Exhibit A

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently contiguous to the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is currently contiguous to the City limits of the CITY and is within the natural growth area of the CITY. The LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions at any time, and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the City Comprehensive Plan, appropriate restrictions pertaining thereto, and the 2001 City of Sheridan Traffic Study, and all amendments thereto. All lands existent at the time of this AGREEMENT, if subdivided and approved by Sheridan County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Sheridan Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current building codes and all other codes, as adopted by the City of Sheridan, and the LANDOWNER shall certify such compliance to the Building Official of the City of Sheridan.

4. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to state statutes and local ordinances.

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203 W.S., 1977, and therefore, constitutes a waiver of the LANDOWNER's right to file protests and remonstrances, as provided by Wyo. Stat. Ann. §15-6-202(d) and §15-6-203. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND, after annexation, in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed in compliance with City ordinances then in effect and accepted by the City Council. The improvements required are as follows:

LANDOWNER shall be required to install, at LANDOWNER'S sole cost, all water infrastructure and sewer infrastructure for the LAND required under City ordinances in effect at the time of such installation



for the benefit of the LAND so annexed. LANDOWNER further agrees to pay all costs and fees associated with the annexation and installation (eg., costs of producing required drawings, exhibits, maps, etc.; filing and review fees; and other typical fees charged in similar processes. If a district(s) is formed which includes lands in addition to LANDOWNER'S LAND, then the LANDOWNER shall pay the cost of any infrastructure assessed to the property as part of the local improvement district in addition to any costs described above.

6. The parties further agree to the following specific items: None

7. The LANDOWNER hereby petitions the Sheridan City Council to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the CITY limits of the City of Sheridan. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City and/or County Clerk at any time, and at the sole discretion of the CITY.

8. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's LAND until additional logical and adjacent properties may be annexed simultaneously. LANDOWNER agrees to provide an annexation plat, prepared by a Wyoming registered land surveyor, at his sole cost and expense, upon the request of the CITY. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

9. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

10. This AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

11. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Fourth Judicial District in Sheridan County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

12. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

13. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED This 29 day of Sept, 2017

LANDOWNER:

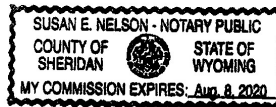


STATE OF WYOMING )  
 )ss.  
 COUNTY OF SHERIDAN )

On Sept. 29, 2017 personally appeared before me William P Shesken  
 whom I know personally, to be the signer of the above and he acknowledged that he  
 signed it.

Susan E Nelson  
 Notary Public  
 My Commission Expires: 8/8/2020

CITY OF SHERIDAN:



Roger Miller  
 Roger Miller, Mayor

ATTEST:

Cecilia Good  
 Cecilia Good Interim City Clerk

STATE OF WYOMING )  
 )ss. Fremont  
 COUNTY OF ~~SHERIDAN~~ )

On November 23 2017 personally appeared before me Roger Miller, Mayor of the  
 City of Sheridan, Wyoming, whom I know personally, to be the signer of the above and  
 he acknowledged that he signed it.



Emily Breznau  
 Notary Public  
 My Commission Expires: 09-15-18

BECKENBACH. Containing 35,096 acres more or less:  
 11,127' west 43.00' feet from the West 1/4 corner  
 of Section 25, T50N, R54W, 6th P.M. 1/4 section  
 of the West line of the S1/4 4th of said  
 County the West line of the S1/4 4th of said  
 Section 23, T27N 85E, 20' from the N 1/8 corner  
 between Section 23 and 26; thence along the  
 line of the S1/4 4th, Section 25, North 87° 30'  
 33" 40" West 209.69 feet to a point; thence North  
 88° 57' 23" East 200.55 feet to a point; thence  
 North 89° 00' East 307.60 feet to a point on  
 the West right of way of East Ridge Road; thence  
 along said right of way South 00° 35' 15" East  
 11,125' feet to a point on the right of way of  
 Beckenbach Road; thence North 88° 57' 23" East  
 11,125' feet to 128.63' feet to the point of

AS APPEARS ON THIS PLAT, IS WITH FREE CONSENT, AND AGREEMENT OF THE SEVERAL OWNERS AND PROPRIETORS OF THE SAME, BEING MORE OR LESS THAN ONE HUNDRED AND CONTAINING 36.025 ACRES MORE OR LESS, AND HAVE BY THESE PRESENTS LAID OUT, AND SURVEYED AS SHOSTEN ADDITION, AND SHOSTEN ADDITION, AND SHOSTEN ADDITION, AND SHOSTEN ADDITION, FOR THE PUBLIC USE FOREVER HEREAFTER FOR THE STREETS ARE LAID OUT AND DESIGNATED ON THIS PLAT, AND DO ALSO RECEIVE PERPETUAL RIGHTS OF WAY AND EASEMENTS FOR HIGHWAYS AND DRAINAGE FACILITIES ARE LAID OUT AND DESIGNATED ON THIS PLAT HEREBY

EXECUTED THIS 21st DAY OF December A.D. 1981.

*[Handwritten signature]*

BY: \_\_\_\_\_  
CRIMINAL

STATE OF WYOMING }  
SHERIDAN COUNTY } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED  
BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
1980, BY \_\_\_\_\_.

I, \_\_\_\_\_ Not Public In \_\_\_\_\_ State.

WITNESSES MY HAND AND SEAL:  
\_\_\_\_\_ OFFICIALS.  
My Comm. Expires \_\_\_\_\_  
NOTARY PUBLIC

RECORDED THIS \_\_\_\_\_ DAY OF NOVEMBER,  
1980.

OWNER MEMPHIA  
STATE OF MISSISSIPPI  
COUNTY OF CLAY } SS  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED  
BEFORE ME THIS 24th DAY OF NOVEMBER,  
1968, BY Henry Lee Carter  
MY COMMISSION EXPIRES 22nd DAY OF SEPTEMBER,  
1969.  
WITNESSED MY HAND AND NOTARY PUBLIC FOR THE STATE  
OF MISSISSIPPI THIS 24th DAY OF NOVEMBER, 1968.  
NOTARY PUBLIC

SHERMAN COUNTY } SS  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED  
 BEFORE ME THIS 21<sup>ST</sup> DAY OF APRIL, A.D. 1995, BY  
JOE STANLEY  
 \_\_\_\_\_  
 MR. COMMISSIONER EXPIRES: 8/31/96  
 \_\_\_\_\_  
 State of Idaho  
 My Comm. Expires: 8/31/96  
 My Exp. 11/1/96  
 STATE OF IDAHO  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 \_\_\_\_\_  
 SS

MY COMMISSION EXPIRES: 11.31.97  
Debra Wiley  
 NOTARY PUBLIC

**OWNERS:**  
William D. and Machine Shosten  
1648 Kross Lane  
Shrewsbury, VT 05201

Erny D. Heidal  
P.O. Box 723  
Shrewsbury, VT 05201

William P. Shosten and Ardon D. Shosten  
1648 Kross Lane  
Shrewsbury, VT 05201

I HEREBY CERTIFY THAT THE ABOVE PLAT WAS FILLED FOR RECORDING IN MY OFFICE AT 4:00 O'CLOCK ON Dec 18 1905 AND FILED AS INSTRUMENT NO

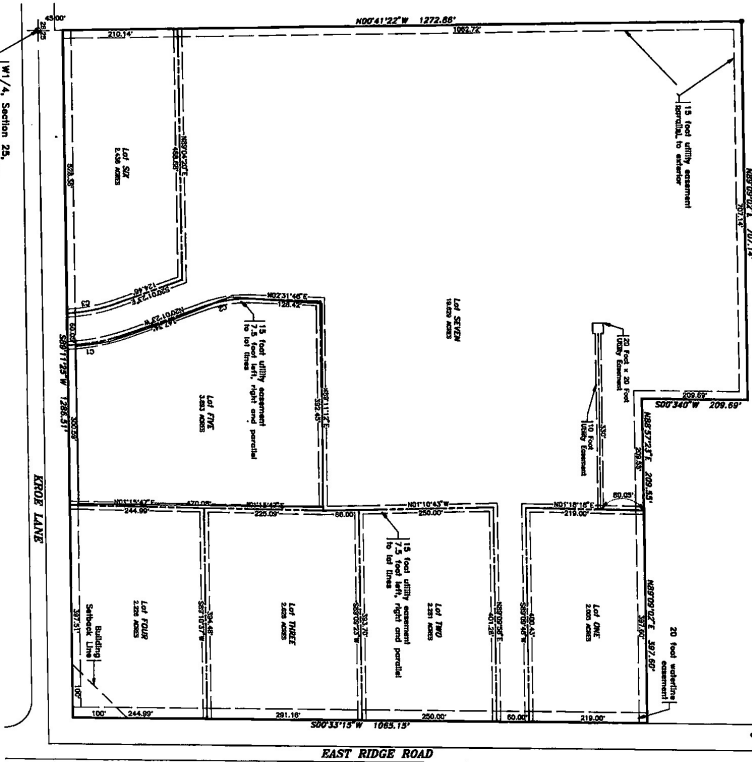
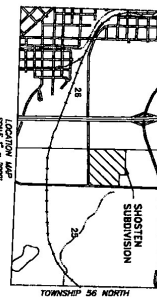
COUNTY COMMISSIONERS APPROVAL  
PLAT APPROVED AND SUBMISSION FEE NOT ISSUED BY  
COUNTY CLERK ON 10/23/2018 DAY OF JUNE 1983.  
CLERK OF THE BOARD  
CHIEF CLERK  
CITY OF SHERIDAN APPROVAL  
CITY CLERK

Figure 1: A schematic diagram of a two-dimensional, rectangular, homogeneous, isotropic, and linear elastic body. The body is represented by a rectangle with a horizontal axis labeled 'x' and a vertical axis labeled 'y'. The origin (0,0) is at the bottom-left corner. The right edge is at x=L and the top edge is at y=H. The body is subjected to a uniform horizontal stress  $\sigma_x$  and a uniform vertical stress  $\sigma_y$ . The body is divided into four quadrants by the x and y axes. The top-right quadrant is labeled 'I', the top-left quadrant is labeled 'II', the bottom-left quadrant is labeled 'III', and the bottom-right quadrant is labeled 'IV'. The body is labeled 'NORTH' on the left side.

**CERTIFICATE OF SURVEY**  
I, WILLIAM E. PUGH A REGISTERED LAND SURVEYOR  
IN THE STATE OF WYOMING DO HEREBY CERTIFY  
THAT THIS PLAT OF SHOSTEN ADDITION WAS  
PREPARED FROM FIELD NOTES TAKEN DURING  
A SURVEY PERFORMED BY ME OR UNDER MY  
SUPERVISION DURING YEAR 1988.

UNLESS SHOWN OTHERWISE AND UNLESS THIS IS A PRELIMINARY PLAT.

**HOSHEN ADDITION**  
LOCATED IN THE  
SW1/4NW1/4, Section 25, T.56N., R.84W., 6th P.M.,  
Sheridan County, Wyoming



NOTE:  
NO DRIVEWAY shall enter onto  
KROE Lane or East Ridge Road  
within 200 feet of the Southeast  
corner of Lot four.

**CENTENNIAL  
ENGINEERING & RESEARCH, INC.**  
ENGINEERING-ARCHITECTURAL SERVICES

237 NORTH MAIN STREET  
SHERIDAN, WYOMING 82801  
PH. (307) 672-1711

DATE: 05-1-85	NO.	DATE	REVISION	APP'D
SCALE: 1" = 60'				
DRAWN: WE				
CHECK'D:				
APPRO'D:				

