



**PRE-ANNEXATION AGREEMENT**

THIS PRE-ANNEXATION AGREEMENT, made this 2 day of <sup>May</sup>~~April~~, 2019, by and between System Land, LLC, a Wyoming limited liability company, or its successors in ownership to the lands affected hereby (referred to as LANDOWNER) and the City of Sheridan, Wyoming, a municipal corporation (referred to as CITY).

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

WHEREAS, for the purposes of this agreement, the term "contiguous" and "contiguous to the rest of the City" shall mean real property in which the City incorporated limits extend or surround 75% of the real property; and

WHEREAS, the LAND is currently not contiguous to the CITY's incorporated limits The CITY's Kendrick Golf Course is not contiguous to the rest of the City's jurisdictional boundary and is an island within the County. The LAND, is being platted as a County subdivision an a portion is within one mile of CITY's boundary; and

WHEREAS, the parties recognize that the LAND is unique as it is surrounded by County Residential-zoned and Agricultureal-zoned lands used for agriculture and standard policy goals and requirements of the City regarding preannexation agreements are not in the best interest of the CITY or LANDOWNER; and

WHEREAS, the LAND will receive no CITY services at the time of this Agreement nor are any municipal services anticipated to be available to the LAND at any time in the foreseeable future; and

WHEREAS, City of Sheridan Code, Appendix B, Section 202.B requires that the City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly acknowledged agreement not to contest future annextion proceedings.

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 not contiguous to the City limits of the CITY but may, at some future date, be within the growth area of the CITY. The LANDOWNER agrees not to contest future annexation proceedings, if the LAND becomes contiguous to the CITY's corporate boundaries and municipal water, sewer and other City-services become available for connection to and within 400 feet of the LAND.
2. If future annexation proceedings are implemented, LANDOWNER will take all remaining actions necessary at the time, at the direction of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. To the extent the LAND is included in them, 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. A notice of this Agreement shall be recorded and noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council upon becoming contiguous to the City limits and City water and sewer being made available to the LAND". The commitment to annex shall be recorded agains the LAND a covenant running with the property known as the LAND, enforceable by the CITY.
3. Upon annexation to the CITY and upon City services being within 400 feet of the LAND, the CITY shall provide municipal services, including but not limited to water and sewer services, on the same level as provided to other areas of the CITY, according to state statutes and local ordinances. The CITY shall not be responsible for the installation of water and sewer lines or connection lines within the LAND. LANDOWNERS



shall be responsible for all installation costs of municipal utilities, up to a maximum of 400 feet from the LAND, per City of Sheridan Ordinance and recapture agreements.

4. LANDOWNER agrees to sign any petition(s) or any other document(s) reasonably required 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 which would permit it 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. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY, and the CITY may initiate the annexation of the LAND described above at any time after the LAND qualifies for annexation and municipal services are available.

5. The term "LANDOWNER" shall refer to System Lands, LLC only for so long as it is the record owner of any lot within the LAND being subdivided at the time of this Agreement, and shall refer to only to its successor record owners of any and all lots conveyed after the date hereof and not to System Lands, LLC.

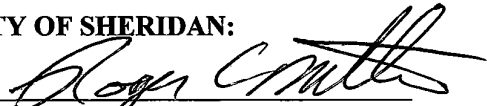
6. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Fourth Judicial District in Sheridan County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

7. If any legal action is instituted to resolve a dispute over 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.

8. If any section, clause, 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 any remaining portions hereof that remain lawful.

DATED this 8 day of <sup>May</sup>~~April~~, 2019.

CITY OF SHERIDAN:

  
\_\_\_\_\_  
Roger Miller, Mayor

LANDOWNER:

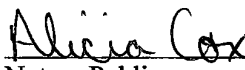
  
\_\_\_\_\_  
System Lands, LLC

ATTEST:

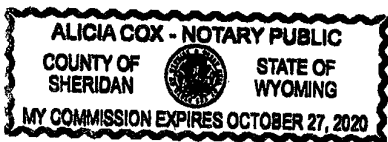
  
\_\_\_\_\_  
Cecilia Good, City Clerk

STATE OF WYOMING            )  
  )ss.  
COUNTY OF SHERIDAN        )

On <sup>May</sup>~~April~~ 8<sup>th</sup>, 2019, personally appeared before me Don Roberts as member of System Lands, LLC.

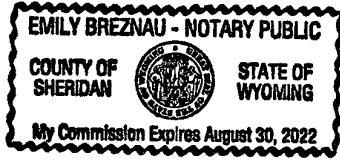
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: Oct 27, 2020

STATE OF WYOMING            )  
  )ss.  
COUNTY OF SHERIDAN        )





On ~~April~~ <sup>May</sup> 8<sup>th</sup>, 2019, personally appeared before me Roger Miller, Mayor of the City of Sheridan,  
Wyoming.



*Emily Breznau*

Notary Public

My Commission Expires: 08-30-2022

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**Record Owner: SYSTEM LAND, LLC**  
May 8, 2019

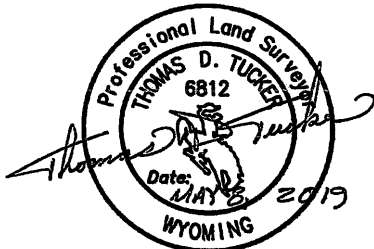
A tract of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 31, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the east quarter corner of said Section 31 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence N89°51'09"W, 1282.75 feet along the north line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  to the POINT OF BEGINNING of said tract, said point being the northeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence S03°51'02"E, 1367.56 feet to a point, said point being the southeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence N89°56'54"E, 614.89 feet along the south line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$  to a point, said point lying on the northerly right-of-way line of Wyoming State Highway No 331; thence, along said northerly right-of-way line of Wyoming State Highway No 331 through a non-tangent curve to the right, having a central angle of 07°05'22", a radius of 1859.86 feet, an arc length of 230.13 feet, a chord bearing of S55°41'12"W, and a chord length of 229.98 feet to a point; thence S59°07'15"W, 966.75 feet along said northerly right-of-way line of Wyoming State Highway No 331 to a point; thence, along said northerly right-of-way line of Wyoming State Highway No 331 through a non-tangent curve to the right, having a central angle of 08°44'46", a radius of 1859.86 feet, an arc length of 283.91 feet, a chord bearing of S63°28'58"W, and a chord length of 283.63 feet to a point, said point being the southeast corner of a tract of land described in Book 490 of Deeds, Page 641; thence N31°38'20"W, 1277.09 feet along the easterly line of said tract described in Book 490 of Deeds, Page 641 to a point, said point being the southeast corner of a tract of land described in Book 497 of Deeds, Page 448; thence N21°05'18"W, 298.83 feet along the easterly line of said tract described in Book 497 of Deeds, Page 448 to a point, said point being the southeast corner of a tract of land described in Book 497 of Deeds, Page 451; thence N21°05'19"W, 2252.57 feet along the easterly line of said tract described in Book 497 of Deeds, Page 451 to a point, said point being the northeast corner of said tract described in Book 497 of Deeds, Page 451; thence N89°38'50"E, 800.39 feet to a point, said point being the northwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence N89°59'07"E, 1088.04 feet along the north line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$  to a point, said point being the northwest corner of a tract of land described in Book 574 of Deeds, Page 25, Tract 2; thence S42°55'52"E, 333.96 feet along the southwesterly line of said tract described in Book 574 of Deeds, Page 25, Tract 2 to a point, said point lying on the east line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence S01°59'51"E, 671.26 feet along said east line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$  to a point, said point being the north corner of a tract of land described in Book 574 of Deeds, Page 25, Tract 1; thence S40°04'16"W, 77.23 feet along the northwesterly line of said tract described in Book 574 of Deeds, Page 25, Tract 1 to a point; thence S13°42'04"E, 255.10 feet along the southwesterly line of said tract described in Book 574 of Deeds, Page 25, Tract 1 to a point, said point lying on said east line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence S01°59'51"E, 134.41 feet along said east line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$  to the POINT OF BEGINNING of said tract.

Said tract contains 117.02 acres of land, more or less.  
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

**SURVEYOR'S STATEMENT**

I, Thomas D. Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of the surveyor.

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