2021-766077 2/3/2021 9:26 AM PAGE: 1 OF 46
FEES: $153.00 IH AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

UNIVERSAL ANNEXATION AGREEMENT

CLOUD PEAK RANCH

This Agreement is entered into as of the date executed by the last party, by and among the City of Sheridan, a Wyoming municipal corporation (hereinafter "City"); System Land, LLC, Wyoming limited liability company (hereinafter "System Land"); Sheridan Heights Ranch, LLC (hereinafter "Heights Ranch"); referred to collectively as the "Parties".

RECITALS

WHEREAS, Don Roberts has a controlling interest in System Land and Sheridan Heights (referred to collectively as "System Heights") and has the authority on behalf of System Heights to enter into this Agreement; and

WHEREAS, System Land and Sheridan Heights own undeveloped real property, described and discussed below as Cloud Peak Phase I, Cloud Peak Phase II, and Cloud Peak Phase III (known collectively as "Cloud Peak Phases I-III") within the City limits of Sheridan; and

WHEREAS, Cloud Peak Phases I-III were annexed into the City of Sheridan at different times subject to certain terms and agreements; and

WHEREAS, the annexations of Cloud Peak Phases I-III were done in conformity with City Ordinance and Wyoming Statute; and

WHEREAS, the parties find it necessary to amend the agreements controlling the real property to properly memorialize the understanding of the parties, the changes to the real property since annexation, and to improve the process for future subdivisions.

THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the legal sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

ARTICLE I – HISTORY

1.1 Cloud Peak Phase I. The City and System Land, LLC entered into that certain *Annexation Agreement* on December 31, 2003 (hereinafter "Cloud Peak Phase I Annexation Agreement"), as required by Annexation Ordinance 1936 approved on December 15, 2003 by the City of Sheridan Governing Body, recorded in the Sheridan, Wyoming, County Clerk's Office at Book 449, Page 308, being referred to throughout all the agreements listed herein, by the parties and known herein as "Cloud Peak Phase I".

1.2 Cloud Peak Phase II. The City and System Land entered into a certain *Annexation Agreement* on July 19, 2004 (hereinafter "Cloud Peak Phase II Annexation Agreement"), as required by Annexation Ordinance 1954 approved on March 15, 2004 by the City of Sheridan Governing Body, recorded in the Sheridan Wyoming, County Clerk's Office at Book 455, Page 0787, being referred to throughout all the agreements listed herein and by the parties and known herein as "Cloud Peak Phase II".

1.3 Cloud Peak I Amendment. The City and System Land entered into a certain *Amendment Number 01 Annexation Agreement Cloud Peak No. 1 Annexation* on January 10, 2005 (hereinafter "Amendment Number 1"), to amend Cloud Peak Phase 1 Annexation Agreement. The amendment was intended to amend the time to initiate stream flow rights.

1.4 Pathway Project. The City and System Land entered into a *Letter of Agreement and Understanding Project: Mydland Road Pathway Project* on September 24, 2008 regarding the installation of a pathway on the East side of Mydland Road.

1.5 Cloud Peak Phase III. The City and Heights Ranch entered into a certain *Corrected Cloud Peak Annexation No. 3 Annexation Agreement* on August 16, 2010 (hereinafter "Corrected Cloud Peak Phase III Annexation Agreement"), recorded in the Sheridan Wyoming, County Clerk's Office at Book 519 Page 0023 as required by Annexation Ordinance 2091 approved on August 16, 2010 by the City of Sheridan Governing Body, recorded in the Sheridan Wyoming, County Clerk's Office at Book 518, Page 0469.

1.6 Letter Agreement. The City and Heights Ranch entered into a *Letter Agreement* on August 1, 2013. The Letter Agreement was intended to clarify outstanding issues resulting from changes in Cloud Peak Phase I-III and the dedication of Blacktooth Park to the City.

1.7 Blacktooth Deed. On December 30, 2013, Heights Ranch transferred and dedicated the park later known as Blacktooth Park to the City by way of a *Deed of Park Land*, recorded in the Sheridan, Wyoming County Clerk's Office at Book 544, Page 734.

1.8 Subdivisions. Cloud Peak Phases I-III include the following subdivisions: Cloud Peak Ranch First through 21 Filings excepting 10th and 14th which were not completed, Hidden Bridge Minor Subdivision, Hidden Bridge Subdivision, Sheridan Country Club Minor Subdivision Peak Additions A and B (hereinafter known collectively as "Developed Subdivisions").

ARTICLE II – PURPOSE and EFFECT

2.1 Cloud Peak Phases I-III. This Agreement shall succeed and replace Cloud Peak Phase I Annexation Agreement, Cloud Peak Phase II Annexation Agreement, Corrected Cloud Peak Phase III Annexation Agreement, Letter Agreement, and the Letter of Agreement and Understanding Project: Mydland Road Pathway Project.

2.2 Cloud Peak Phase I Amendment. Amendment Number 1, has been satisfied.

2.3 Blacktooth Park Deed. The Deed of Park Land is not amended by this Agreement.

2.4 Effect on Sold Property. This Agreement will not affect, amend, alter or change any agreement between the City and any Developed Subdivisions. Further, this Agreement will not affect, amend, alter or change any agreement that System Heights may have with any subdivision, purchaser of any real property prior to the date of this Agreement, homeowner's association or any other third party.

2.5 Legal Description. The real property subject to this Agreement is more particularly described in **Exhibit A**, incorporated herein.

ARTICLE III – MASTER PLAN and USE

3.1 Master Plan. System Heights has created a Master Plan for Cloud Peak Phases I-III. Future property development shall substantially conform to the approved Master Plan. In the event that System Heights, or their assign or transferee, requests changes to the Master Plan, the City may require a Master Plan amendment which must be approved pursuant to City of Sheridan Ordinance.

3.2 Zoning. No structure will be allowed to be constructed that is over thirty-five (35) feet in height in the R-3 Residential District located in Cloud Peak Phase II.

3.3 De-annexation. System Heights reserves the right to petition the City for removal of the Property from the corporate limits. Any request to remove property from the corporate limits of the City shall be at the owners cost and in compliance with Wyoming Statute. The effect of de-annexation shall void all terms, conditions, promises, understandings or and considerations between the parties for the de-annexed land. De-annexed land shall have no right to receive benefit from any open space or park dedication made to the City for any future development.

3.4 Current Use. The parties acknowledge that the current use of the Property is a farm and ranch operation, and that such use is a pre-existing non-conforming use that will be allowed to continue.

ARTICLE IV – OPEN SPACE

4.1 Blacktooth Park and other Open Space.

4.1.1 *Applicable City Ordinances*:

(a) City Ordinance Appendix B Article 805.7 allows for the City Governing Body the authority to find that a PUD is not required to have 20% open space if other desirable amenities exist.

(b) Appendix B Article 109 defines open space as "Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated, or reserved for the public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space". Restrictions found in Appendix B Article 507 (E and F) are applicable only to park land.

4.1.2 Blacktooth Park consists of 32.2 acres (1,402,196 sq. ft.) which is valid open space as defined by City Ordinance Appendix B Article 109(A), City Ordinance Appendix B Article 803(F) and City Ordinance Appendix B Article 507, known collectively as "Open Space Ordinances".

4.1.3 Hidden Bridge Golf Course contains 99.3 acres (4,325,508 sq.ft) of open space as defined by Open Space Ordinances

4.1.3 Cloud Peak Phases I-II and the portion of Cloud Peak Phase III south of 5th Street, including an additional 20.1 acres (873,641sq. ft.) which have been dedicated as valid open space.

4.2 Application of Open Space to Cloud Peak Phases I-III.

4.2.1 A total of 52.3 acres (2,277,735 sq. ft.) of open space is required for the Cloud Peak Phases I-III (as defined in 4.1.3) to satisfy City Code. Subdivisions within Cloud Peak Phases I-III have dedicated 151.6 acres (6,603,722 sq. ft) of open space including Blacktooth Park, HBR Golf Course, and dedications within existing subdivisions. There is currently, 99.3 acres (4,325,987 sq. ft) of open space is available for future developments in the Cloud Peak Phase I, Cloud Peak Phase II, and the South side of 5th Street for Cloud Peak Phase III (hereinafter "South Cloud Peak Phase III"). Future developments in Cloud Peak Phase III

located on the North side of 5th Street shall not be entitled to use any of the open space dedicated as of the date of this Agreement.

4.2.2 Cloud Peak Phases I, II and South Cloud Peak Phase III have 806.8 acres (35,144,208 sq. ft.) available for future development. The amount of available open space within the undeveloped areas of Cloud Peak Phases I, II and South Cloud Peak Phase III constitutes 83% of the total area available for future development. The available open space is deemed by the City Governing Body to meet and satisfy the open space requirements set forth in City Ordinance Appendix B Article 507 System Heights, assigns, and successors shall not be required to provide additional open space for Cloud Peak Phases I, II and South Cloud Peak Phase III.

4.2.3 The City Governing Body finds and agrees sufficient open space and amenities exist within Cloud Peak Phases I, II and South Cloud Peak Phase III as required by City Ordinance Appendix B Article 801 et. al. No additional open space shall be required for a Planned Unit development for Cloud Peak Phases I, II and South Cloud Peak Phase III.

ARTICLE V – HOUSING DENSITY

5.1 Lot Requirements. The availability of open space shall not be deemed a variance or waiver of any setback requirements, minimum lot sizes, building heights or other lot or building requirements of the City of Sheridan.

5.2 Cloud Peak Phase III. A maximum of 650 dwelling units and a maximum of 180,000 square feet of commercial floor space can be developed within the entire area shown in **Exhibit B**, incorporated herein, which is located in Cloud Peak Phase III. Any future development proposal that exceeds these limits shall allow the City to require System Heights to obtain additional impact studies, amendments to the Master Plan and revised Traffic Impact Studies.

ARTICLE VI - EASEMENTS AND RIGHT OF WAYS

6.1 Blacktooth Park. The entrance to Blacktooth Park, as shown on **Exhibit C**, incorporated herein, shall be rededicated by the City as a street available for future subdivision's use as a roadway. System Heights shall be responsible for all costs associated with installing curb, gutter and pavement before the road may be used as an access street for any future subdivision.

6.2 Future Easements. All necessary easements and rights-of-ways associated with any future development of Cloud Peak Phases I-III shall be dedicated by System Heights, at System Heights's expense, with the approval of a final plat or the granting of a building permit. Easements and rights-of-ways for each phase will be laid out and granted to accommodate the development of other properties previously annexed to the City and future annexations or developments, where deemed necessary by the City at the time of review and approval of each future subdivision or development.

6.3 Existing Easements. Easements currently in place within Cloud Peak Phases I-III shall be confirmed and carried over into any future platting of the property so as to protect the infrastructure it is intended to cover unless such infrastructure is relocated or abandoned as provided by law.

6.4 Vacation of Easements. Unless reviewed and approved by the City, easements currently encumbering the Property for municipal utilities and infrastructure shall not be vacated or extinguished by a future platting of the Property or action of System Heights.

ARTICLE VII – SIDEWALKS

7.1 Mydland. The City shall construct a five foot (5') sidewalk on the west side of Mydland Road as shown on **Exhibit D**. Upon completion of the sidewalk located between the Hidden Bridge Ranch Subdivision and Cloud Peak Ranch, Seventeenth Filing, Lot 19, the City shall submit to System Heights a notice of completion and the cost thereof. The cost shall be calculated as the price paid to the contractor per the contract for construction. System Heights shall pay fifty percent (50%) of the cost.

7.2 Sidewalks. System Heights shall be responsible for the construction of sidewalks on both sides of all streets located within Cloud Peak Phases I-III, except as set forth above in Article 7.1, as may be deemed necessary by the City at the time of approval of a final plat. Sidewalk construction shall not be required until the construction of a street is required when a future subdivision commences building construction. All sidewalks shall meet the City of Sheridan Design Standard requirements adopted at the time of construction. All sidewalk maintenance and snow removal shall be the responsibility of the System Heights or adjacent property owner if required by City of Sheridan Ordinance or adopted Technical Code. The parties may amend sidewalk requirements by written amendment.

7.3 Pathways. System Heights is under no obligation to dedicate or construct future or additional pathways for the City pathway system. Should a pathway for the City pathway system be requested by either party, the pathway location, construction and terms shall be negotiated at such time.

ARTICLE VIII – TRAFFIC

8.1 Traffic Study. The City may request, and System Heights shall provide, as Cloud Peak Phases I-III develops an update of the July 2012 Delich and Associates Traffic Study. Updated or additional traffic studies shall only be required when System Heights proposes an additional subdivision and the proposed traffic impact may be greater that was projected in the 2012 study.

8.2 Traffic Control Devices. Traffic flow volume increases at the intersections of Loucks Street and Highland Avenue, Loucks Street and Sparrow Hawk Road, or West 5th Street and Long Drive, if warranted by MUTCD traffic warrants ., may require traffic control devices. System Heights shall be required to contribute to the cost of construction and installation of traffic control devices at a rate consistent with the projected impact of future subdivisions within Cloud Peak Phases I-III. This may be accomplished as a onetime payment or a road impact fee per lot payable at the time of application for a building permit. System Heights will not be required to contribute to the cost of a roundabout unless a traffic control device is warranted by the above method.

ARTICLE IX – LIGHTING

9.1 Street Lighting. The City may require street lighting to be installed on roadways for future subdivisions. The streetlights shall be approved by the City System Heights shall be responsible for the cost of purchase and installation of the streetlights. The City shall be responsible for the cost of electricity for the streetlights.

9.2 Mydland Road. The City will install wooden pole street lights on Mydland Road. System Heights shall be responsible for replacing the wooden pole street lights with street lights comparable to those installed previously along Mydland with each new subdivision. The City shall be responsible for the cost of electricity for the streetlights.

9.3 Street Light Ownership. After street lights have been installed per Article 9.1 or 9.2, the City shall take ownership of the street lights and be responsible for all maintenance.

ARTICLE X – IMPROVEMENTS & DESIGN REQUIREMENTS

10.1 Improvements. System Heights shall develop the property according to any plat approved by the City and shall extend, install or provide at System Heights's cost the following:

(a) Paved Streets, curb, gutter and sidewalks;

(b) A drainage study, to be reviewed and approved by the City. If System Heights has already obtained a study, the City may request System Heights update the study as Cloud Peak Phases I-III are subdivided;

(c) Storm drainage system built in compliance with City Code and the drainage study;

(d) A water distribution system adequate to serve the needs of the residents and businesses connected to the water mains of the City or other water utility, including fire hydrants, valves and other required system structures and equipment;

(e) Developer shall consent to transferring stream flow rights for each property subdivided in Cloud Peak Phase I-III, if said rights have not already been transferred;

(f) A sanitary sewer system adequate to serve the needs of the residents and businesses connected to sanitary sewer mains of the City, including manholes and other required system structures and equipment;

(g) Street signs, traffic control devices and building address numbering system as may be agreed to by the parties;

(h) All electrical, telephone and cable television service and any other utility shall be installed underground;

(i) Appropriate designs, plans, specifications, engineering studies, or surveys as required by the City for the foregoing improvements.

10.2 Effects of Construction. During any construction, System Heights shall be responsible for using proper dust and erosion control measures, obtaining necessary local and state permits, and shall be responsible for maintaining the streets in such a manner that they may be traveled upon until dedication. Any damage to streets or public facilities shall be promptly repaired in a manner acceptable to the City. System Heights shall not use any chemicals hazardous to the future residents of the area, or which may remain in the soil for more than one growing season.

10.3 Improvement Warranty. Upon completion of any improvements and subsequent dedication to the City, such improvements shall be warranted for a period of one (1) year from

the date of completion of the improvement. If improvements are to be transferred to a homeowners' association, System Heights shall warrant that the improvements will be free from defects for a period of one (1) year from the date of completion of the improvement. Record drawings of infrastructure improvements shall be provided to the City upon completion of said improvements. Said warranty may be transferred to a successor and System Heights shall be relieved from any and all warranty obligations.

10.4 Improvement Guarantee. Prior to beginning construction on any plat, System Heights shall provide an improvement guarantee in the form of a performance bond, cash deposit, irrevocable letter of credit or other method of guarantee acceptable to the City and as set forth in the Subdivision Regulations in an amount equal to the estimated engineer's cost of the public improvements plus 10% contingency allowance prior to final plat recording. The bond may be released in total upon completion of the project or in increments based upon the dollar value of the improvements installed in the subdivision or for each phase of the subdivision. The full contingency amount will not be released until final acceptance of improvements. If all the property within an approved final plat is sold prior to completion of required improvements, the City shall release to System Heights all financial assurances provided by System Heights upon proof of the following: (1) proof of purchase from the buyer; (2) submission, acceptance and approval (which shall not be unreasonably withheld) by the City of financial assurances from the buyer; and (3) the buyers agreement to abide by the original subdivision and annexation agreements (which shall include signing a subdivision agreement stipulating conditions upon which original approval was based).

10.5 Project Phasing. The development of Cloud Peak Phases I-III may be constructed in sub-phases. If a phasing plan is approved by the Planning Commission and City Governing Body, infrastructure and public improvements shall be completed for each sub-phase prior to the issuance of building permits for that sub-phase. Infrastructure that is not necessary for a particular sub-phase need not be completed prior to the completion of the public improvements for that particular sub-phase. System Heights recognizes that each sub-phase must be approved by the City and that the City may require a certain level of completion of one sub-phase before approving commencement of an additional sub-phase.

10.6 Sewer Capacity. System Heights acknowledges that the City review of sewer capacity indicates that sufficient flow capacity may not be available to serve the entire Property. Subsequent development of some portions of the Property may require off-site sewer main oversizing or upgrades in order to accommodate the anticipated growth that these areas represent. The City may assess a pro-rata share of the cost of the downstream sewer oversizing or upgrades to System Heights, or any heir, successor, or assign, at the time that subsequent subdivisions come forth for consideration. Said costs shall be directly attributable to the respective phase of development, and the amount and method of payment shall be included in the respective subdivision agreements. The schedule for completion of these improvements, unless

made wholly by System Heights or a third party, is dependent on funding availability and the prioritization called out in the City's capital improvements program.

10.7 Services. The City and System Heights agree that the development shall be entitled to such services as the City currently provides to other residents of the City. Extension of City utilities to serve this site will be the sole responsibility of System Heights, their heirs, successor or assigns, unless mutual contracts for services are agreed upon by both the City and System Heights.

10.8 Ponds, Reservoirs, Wetlands and Stormwater Control Areas. Any pond, reservoir, wetland, stormwater control areas, or other water containing body or structure that exists within Cloud Peak Phases I-III shall be maintained and the responsibility of System Heights and subsequent Homeowner Associations unless said structure shall has already been dedicated to the City or accepted by the City per a final plat.

10.9 City's Right of Use. Should System Heights install any utilities which are subject to recapture agreements, the City is specifically excluded from being bound to any payment obligation therein. City may use any and all System Heights installed utility infrastructure without cost or expense.

ARTICLE XI – DEFAULT

11.1 Notice of Default. If either party claims the other is in default or breach of this Agreement, the claiming party shall notify the other of the alleged default in writing. The party who is in default shall cure said default within thirty (30) days of receiving notice.

11.2 System Heights Remedies. If the City is in default and fails to cure, System Heights shall be entitled to injunctive relief, specific performance or to de-annex from the City as provided by law.

11.3 City Remedies. If System Heights is in default and fails to cure, the City will be entitled to any remedy allowed by law which may be cumulative, including injunctive relief and actual damages.

ARTICLE XII – NOTICE

Any notice required or permitted under this Agreement will be deemed received when delivered personally in writing or five (5) days after notice has been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to System Land:
Don Roberts
200 Concho Court
Sheridan WY 82801

If to City:
Attn: Public Works Director
City of Sheridan
55 E. Grinnell Plaza
Sheridan, WY 82801

If to Heights Ranch:
Don Roberts
200 Concho Court
Sheridan WY 82801

ARTICLE XIII – MISCELLANEOUS

13.1 Term. All rights and obligations set forth in this Agreement shall continue in perpetuity and shall not be considered complete upon the completion of any portion of any development or upon all available space having been developed in Cloud Peak Phases I-III.

13.2 Benefit. The rights and obligations created by this Agreement shall inure to the benefit of the System Heights, their successors and assigns unless stated otherwise herein. In the event of a transfer of all or any portion of the property, the transferor shall be relieved of any and all obligations with respect to the transferred property under this agreement which are to be performed after the date of such transfer. The parties expressly agree that a "successor" includes, but is not limited to, any person or party who acquires a portion of property from System Heights in fee simple. The obligation of such successor or assign shall extend not only to the lot or parcel acquired by that successor or assign, but shall include all applicable requirements of this Agreement.

13.3 Severability. If any term, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement shall continue in full force and effect as if the offending term, condition or provision were never a part of this Agreement.

13.4 Future Acts. Following execution of this Agreement, City and System Heights agree to do all acts, including the execution of appropriate documents, when requested by the other, where such acts are reasonably required to fulfill the performing party's obligations under this Agreement.

13.5 No Merger. No part of this Agreement shall be considered to have merged or to have been completed upon the approval of a plat or acceptance of an improvement as the Agreement is contemplated to have survived the approval or acceptance.

13.6 Binding Effect. This Agreement shall be recorded with the Clerk and Recorder of the County of Sheridan, State of Wyoming, and shall constitute a covenant running with the land. This Agreement shall be binding on future assigns, System Heights, and all persons who may purchase land described herein from the System Heights or any persons hereafter having interest in the property.

13.7 Integrated Agreement. This Agreement supersedes any and all prior agreements between the parties, whether written or oral. Any modifications to this Agreement shall be memorialized either in a writing executed by both parties or printed in the minutes of a regular or special meeting of the City of Sheridan Governing Body.

13.8 Vested Rights. Unless otherwise expressly provided herein, this Agreement shall not create detrimental reliance that will stop or prevent the City from modifying its building, zoning, or subdivision ordinances or regulations. The Property shall be subdivided according to a plat or plats or as otherwise allowed by City Ordinance. Except as expressly provided herein, all future development and subdivisions shall be subject to applicable Sheridan City Code or Wyoming Statute at the time of plating or at the time an appropriate development application is filed with the City.

13.9 Captions. The captions for sections used in this Agreement are for convenience of reference only and shall not be considered a material part of this Agreement, nor shall they be used as an aid in interpreting the Agreement.

13.10 Legal Claims. Any legal action taken by either party shall be filed in the proper Court located in the Fourth Judicial District for Sheridan County, State of Wyoming.

13.11 Governmental Immunity. The City of Sheridan does not waive its sovereign immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a sovereign, pursuant to W.S. 1-39-104(a) and all other state laws.

Passed and Approved by the City Governing Body on this 28th day of December 2020.

Richard Bridger, Mayor

~~Roger Miller, Mayor~~

Richard Bridger, mayor

Attest - City Clerk Cecilia Good

Attest: Cecilia Good,
City Clerk

STATE OF WYOMING)
: ss
County of Sheridan)

The above and foregoing Universal Annexation Agreement Cloud Peak Ranch approved by the City Governing Body on the 1st day of Feb., 2020 21 and was subscribed, sworn to and acknowledged before me by the Mayor of City of Sheridan, ~~Roger Miller~~ Richard Bridger this 1st day of February, 2020 21.

WITNESS my hand and official seal.

Notarial Officer

My Commission expires: 4/11/24

CANDACE AINSLIE - NOTARY PUBLIC
COUNTY OF SHERIDAN
STATE OF WYOMING
My Commission Expires 4/11/24

Dated this 21 day of Jan, 2020

Don Roberts, authorized member
of System Land, LLC

STATE OF WYOMING)
: ss
County of Sheridan)

The above and foregoing Universal Annexation Agreement Cloud Peak Ranch was subscribed, sworn to and acknowledged before me by Don Roberts the authorized member of System Land, LLC this 21 day of January, 2020.

WITNESS my hand and official seal.

JORDAN BRANDJORD - NOTARY PUBLIC
COUNTY OF SHERIDAN
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 03, 2022

Notarial Officer

My Commission expires: July 03, 2022

2021-766077 2/3/2021 9:26 AM PAGE: 14 OF 46
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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Dated this 21 day of Jan, 2020

Don Roberts, authorized member
of Sheridan Heights Ranch, LLC

STATE OF WYOMING)
: ss
County of Sheridan)

The above and foregoing Universal Annexation Agreement Cloud Peak Ranch was subscribed, sworn to and acknowledged before me by Don Roberts the authorized member of Sheridan Heights Ranch, LLC this 21 day of January, 2020.

WITNESS my hand and official seal.

JORDAN BRANDJORD - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES JULY 03, 2022

Notarial Officer

My Commission expires: July 03, 2022

Dated this 21 day of Jan, 2020

Don Roberts

STATE OF WYOMING)
: ss
County of Sheridan)

The above and foregoing Universal Annexation Agreement Cloud Peak Ranch was subscribed, sworn to and acknowledged before me by Don Roberts this 21 day of January, 2020.

WITNESS my hand and official seal.

JORDAN BRANDJORD - NOTARY PUBLIC
COUNTY OF SHERIDAN
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 03, 2022

Notarial Officer

My Commission expires: July 03, 2022

Exhibit A

ORDINANCE NO. 1936

AN ORDINANCE annexing a tract of land situated in the SW1/4 of Sec. 21, T56N R84W, 6th PM Sheridan County, Wyoming, and zoning said tract as R-1 Residence District and B-1 Business District.

WHEREAS System Land LLC, the sole owners thereof, have petitioned to the City of Sheridan in writing for the annexation of the following described land to the City of Sheridan and have petitioned for the zoning thereof as R-1 Residence District and B-1 Business District; and

Whereas the Planning Commission of the City of Sheridan has recommended to the City Council that said tracts of land be annexed to the City, and that the same be zoned R-1 Residence District and B-1 Business District; and

Whereas the City Council after a public hearing thereon has determined the annexation of said tract which, are adjacent to the City, and the zoning thereof as R-1 Residence District in the northernmost part of the tract and B-1 Business District in the southernmost 600 feet of the tract, would protect the health, safety, and welfare of the persons and property both within the City and in the area to be annexed; and that the urban development of the area would constitute a natural, geographical, economic and social part of the City, and a logical and feasible addition thereto which could be reasonably furnished with all necessary municipal services; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

Section 1. That the following described tracts of land are hereby annexed into the City of Sheridan, to wit:

A tract of land situated in the SW¼ of Section 21, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the west quarter corner of said Section 21, said point being the true point of beginning of this tract; thence N88°06'29"E, 1407.96 feet along the north line of said SW1/4 to a point, said point lying on the proposed east right-of-way line of Mydland Road (AKA County Road No. 80); thence S02°11'59"W, 60.45 feet along said proposed east right-of-way line to a point, said point being the northwest corner of Holly Ponds Planned Unit Development Unit No. Seven; thence S02°11'59"W, 277.24 feet along the west line of said Holly Ponds Planned Unit Development Unit No. Seven to a point; thence S00°21'16"E, 280.88 feet along said west line of Holly Ponds Planned Unit Development Unit No Seven to a point; thence S87°48'01"E, 22.48 feet along said proposed east right-of-way line of Mydland Road (AKA County Road No. 80) to a point; thence S02°11'59"W, 15.97 feet along said proposed east right-of-way line to a point; thence through a curve to the left having a radius of 2789.79 feet, a central angle of 02°40'50", an arc length of 130.52 feet, a chord bearing of S00°51'34"W, and a chord length of 130.51 feet along said proposed east right-of-way line to a point; thence S89°31'09"W, 19.00 feet along said proposed east right-of-way line to a point; thence S00°21'04"E, 1,191.48 feet along said east right-of-way line to a point, said point lying on the northerly line of a tract of land described in Book 442 of Deeds, Page 89; thence S59°05'11"E, 353.90 feet along said northerly line described in Book 442 of Deeds, Page 89 to a point; thence S01°51'57"W, 80.04 feet along the easterly line of said tract described in Book 442 of Deeds, Page 89 to a point; thence S35°00'31"W, 94.65 feet along said easterly line of said tract described in Book 442 of Deeds, Page 89 to a point; thence S01°42'29"E, 190.73 feet along said easterly line of said tract described in Book 442 of Deeds, Page 89 to a point, said point lying on the north right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330); thence S88°26'26"W, 127.74 feet along said north right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point; thence N01°35'59"W, 10.00 feet along said north right-of-way line of West Fifth Street (AKA Wyoming Sate Highway No.

330) to a point; thence S88°24'01"W, 100.00 feet along said north right-of-way line of the West Fifth Street (AKA Wyoming State Highway No. 330) to a point; thence N60°33'56"W, 17.46 feet along said north right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point; thence N01°35'59"W, 30.00 feet along said north right-of-way line of the West Fifth Street (AKA Wyoming State Highway No. 330), said point lying on the east right-of-way line of Mydland Road (AKA County Road No. 80) to a point; thence S88°24'01"W, 76.00 feet along said north right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point, said point lying on the proposed west right-of-way line of Mydland Road (AKA County Road No. 80); thence S01°35'59"E, 30.00 feet along said north right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point; thence S44°56'54"W, 26.17 feet along said north right-of way line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point; thence S88°24'01"W, 333.38 feet along said north line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point; thence N03°32'20"E, 13.97 feet along said north line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point; thence S88°27'16"W, 976.54 feet along said north line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point, said point lying on the west line of said SW1/4; thence N00°14'28"W, 2470.82 feet along said west line of the SW1/4 to the point of beginning of said tract.

Said Tract Contains 82.16 acres of land, more or less.

Basis of Bearings is Wyoming State Plane East (East Central Zone).

Section 2. That the southernmost portion of this tract, including the 2.7 acres on the east side of Mydland Road (AKA County Road No. 80) and that portion of the tract on the west side of Mydland Road (AKA County Road No. 80) within 600 feet of West Fifth Street (AKA Wyoming State Highway No. 330), is hereby zoned as B-1 Business District and the remainder of the tract is hereby zoned as R-1 Residence District.

Section 3. That this ordinance shall be in full force and effect immediately upon its passage and publication as by law provided.

PASSED, APPROVED, AND ADOPTED this 15th day of December, 2003.

Jim Wilson – Mayor

ATTEST:

Arthur Elkins – City Clerk/Treasurer

2021-766077 2/3/2021 9:26 AM PAGE: 17 OF 46
FEES: $153.00 IH AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

BOOK 455 PAGE 3
RECORDED 08/24/2004 AT 03:00 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

ORDINANCE NO. 1954

AN ORDINANCE annexing a 172.86± acres tract of land situated in the NW¼ and SW¼ of Section 28, Township 56 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming, and zoning said tract as R-1 Residence District, R-3 Residence District and B-1 Business District.

WHEREAS System Land, LLC, the sole owner thereof, have petitioned to the City of Sheridan in writing for the annexation of the following described land to the City of Sheridan and have petitioned for the zoning thereof as R-1 Residence District, R-3 Residence District and B-1 Business District; and

WHEREAS the Sheridan City Clerk has certified that all petition documents are complete; and

WHEREAS the Planning Commission of the City of Sheridan has recommended to the City Council that said tracts of land be annexed to the City, and that the same be zoned R-1 Residence District, R-3 Residence District and B-1 Business District; and

WHEREAS the City Council after a public hearing thereon has determined the annexation of said tract, which is adjacent to the City, and the zoning thereof as R-1 Residence District R-3 Residence District and B-1 Business District would protect the health, safety, and welfare of the persons and property both within the City and in the area to be annexed; and that the urban development of the area would constitute a natural, geographical, economic and social part of the City, and a logical and feasible addition thereto which could be reasonably furnished with all necessary municipal services; now THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

Section 1. That the following described tracts of land are hereby annexed into the City of Sheridan, to wit:

A tract of land situated in the NW¼ and SW¼ of Section 28, Township 56 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming; said tract being more particularly described as follows:

Beginning at the west quarter corner of said Section 28, said point being the true POINT OF BEGINNING of this tract; thence N00°49'29"E, 2606.79 feet along the west line of said Section 28 to a point, said point lying on the south right-of-way line of West Fifth Street; thence N88°27'10"E, 246.37 feet along said south right-of-way line of West Fifth Street to a point; thence N01°14'25"W, 24.90 feet along said south right-of-way line of West Fifth Street to a point; thence N88°27'50"E, 544.21 feet along said south right-of-way line of West Fifth Street to a point; thence N01°35'59"W, 20.00 feet along said south right-of-way line of West Fifth Street to a point; thence N88°24'01"E, 41.22 feet along said south right-of-way line of West Fifth Street to a point; thence S01°35'59"E, 3.00 feet along said south right-of-way line of West Fifth Street to a point; thence N88°24'01"E, 346.00 feet along said south right-of-way line of West Fifth Street to a point; thence N01°35'59"W, 3.00 feet along said south right-of-way line of West Fifth Street to a point; thence N88°24'01"E, 326.69 feet along said south right-of-way line of West Fifth Street to a point, said point being the northwest corner of a tract of land described in Book 449 of Deeds, Page 158; thence S00°48'44"E, 1156.05 feet along the westerly line of said tract described in Book 449 of Deeds, Page 158 to a point; thence S89°57'53"W, 132.94 feet along said westerly line of said tract described in Book 449 of Deeds, Page 158 to a point; thence S00°23'29"E, 176.74 feet along said westerly line of said tract described in Book 449 of Deeds, Page 158 to the northeast corner of a tract of land described in Book 449 of Deeds, Page 161; thence S00°23'29"E, 0.89 feet along the easterly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence S86°26'56"W, 31.06 feet along said easterly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence S01°30'42"W, 134.60 feet along said easterly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence S02°14'44"E, 157.63 feet along said easterly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence S00°25'29"E, 355.14 feet along said easterly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence S01°01'33"E, 705.60 feet along said easterly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence S89°32'02"E, 403.86 feet along the northerly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence N07°26'45"E, 4.58 feet along said northerly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence S89°46'40"E, 332.26 feet along said northerly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence S08°13'02"E, 5.02 feet along said northerly line of said tract described in Book 449 of Deeds, Page 161 to a point; thence S89°43'32"E, 567.03 feet along said northerly line of said tract described in Book 449 of Deeds, Page 161 to a point, said point being the northwest corner of Scott Addition to the City of Sheridan, Wyoming; thence S01°10'28"W, 1382.25 feet along the west line of said Scott Addition to the southwest corner of said Scott Addition, said point lying on the northerly line of Sparrow Hawk Hill Two Subdivision to the City of Sheridan, Wyoming; thence N88°46'06"W, 968.00 feet along said northerly line of Sparrow Hawk Hill Two Subdivision to the northwest corner of said Sparrow Hawk Hill Two Subdivision; thence N88°48'32"W, 385.05 feet along the northerly line of Sparrow Hawk Hill Three Subdivision to the City of Sheridan, Wyoming to the northwest corner of said Sparrow Hawk Hill Three Subdivision; thence N89°18'59"W, 832.31 feet along the northerly line of a tract of land described in Book 427 of Deeds, Page 114 to a point; thence N89°20'28"W, 522.35 feet to a point, said point being the southwest corner of the NW¼SW¼ of said Section 28;

thence N00°49'29"E, 1340.73 feet along the west line of said NW¼SW¼ to the **POINT OF BEGINNING** of said tract.

Said tract contains 172.86 acres of land, more or less.

And

A tract of land situated in the S½SW¼ and S½SE¼ of Section 21, and in the N½NW¼ of Section 28, all in Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at the Southwest Corner of said Section 21, also being the Northwest Corner of said Section 28, thence S 0°49'29" W for a distance of 74.67 feet; thence
N 88°27'10" E for a distance of 246.37 feet; thence N 1°14'25" W for a distance of 24.90 feet; thence N 88°27'50" E for a distance of 544.21 feet; thence N 1°35'59" W for a distance of 20.00 feet; thence N 88°24'01" E for a distance of 41.22 feet; thence
S 1°35'59" E for a distance of 3.00 feet; thence N 88°24'01" E for a distance of 346.00 feet; thence N 1°35'59" W for a distance of 3.00 feet; thence N 88°24'01" E for a distance of 326.69 feet; thence N 88°27'36" E for a distance of 507.53 feet; thence
N 0°10'24" W for a distance of 32.89 feet; thence N 88°20'55" E for a distance of 668.50 feet to the ¼ Corner between said Sections 21 and 28; thence S 86°45'54" E for a distance of 593.91 feet; thence N 74°53'08" E for a distance of 127.59 feet; thence
N 56°38'26" E for a distance of 315.11 feet; thence N 0°20'33" E for a distance of 31.00 feet; thence N 71°14'16" E for a distance of 211.48 feet; thence N 0°37'14" E for a distance of 13.00 feet; thence N 88°22'17" E for a distance of 46.12 feet; thence
S 87°54'01" E for a distance of 93.90 feet to a point on the West line of Kentucky Avenue; thence along said West line on a bearing of S 0°38'20" W for a distance of 357.31 feet to a point on the line between said Sections 21 and 28; thence
S 86°45'54" E for a distance of 69.97 feet to a point on the East line of Kentucky Avenue; thence N 0°38'38" E for a distance of 439.17 feet to a point on the North Right-of-Way of Fifth Street; thence along the North Right-of-Way of Fifth Street on a bearing of N 87°56'46" W for a distance of 43.36 feet to a Tangent to Spiral Curve point; thence along a spiral curve to the left having a centerline radius of 572.96 feet, a centerline spiral length of 125.00 feet, a Right-of-Way Chord bearing of
S 89°57'46" W and Right-of-Way Chord length of 129.33 feet to a Spiral Curve to Circular Curve point; thence along a circular curve to the left having a Radius of 612.96 feet, a Central Angle of 23°58'30", an Arc Length of 256.49 feet and a Chord bearing of S 73°42'54" W with Chord length of 254.62 feet to a Circular Curve to Spiral Curve point; thence along a spiral curve to the left having a centerline radius of 572.96 feet; a centerline spiral length of 125.00 feet, a Right-of-Way Chord bearing of S 57°40'50" W and Right-of-Way Chord length of 129.39 feet to a Spiral Curve to Tangent point; thence S 55°30'21" W for a distance of 64.08 feet to a Tangent to Spiral Curve point; thence along a spiral curve to the right having a centerline radius of 572.96 feet, a centerline spiral length of 125.00 feet, a Right-of-Way Chord bearing of S 57°38'58" W and Right-of-Way Chord length of 120.58 feet to a Spiral Curve to Circular Curve point; thence along a circular curve to the right having a Radius of 532.96 feet, a Central Angle of 20°00'37", an Arc Length of 186.13 feet and Chord bearing of S 71°49'28" W with Chord length of 185.19 feet to a Circular Curve to Spiral Curve point; thence along a spiral curve to the right having a centerline radius of 572.96 feet, a centerline spiral length of 125.00 feet, a Right-of-way Chord bearing of S 86°02'05" W and Right-of-way Chord length of 120.59 feet to a Spiral Curve to Tangent point; thence
S 88°04'48" W for a distance of 525.76 feet; thence N 2°14'47" W for a distance of 32.48 feet; thence S 87°54'52" W for a distance of 125.74 feet; thence S 1°43'39" E for a distance of 25.02 feet; thence S 88°24'41" W for a distance of 526.42 feet; thence
S 1°36'48" E for a distance of 20.00 feet; thence S 88°23'13" W for a distance of 267.34 feet; thence N 0°30'11" W for a distance of 5.26 feet; thence S 88°26'26" W for a distance of 127.74 feet; thence N 1°35'59" W for a distance of 10.00 feet; thence
S 88°24'01" W for a distance of 100.00 feet; thence N 60°33'56" W for a distance of 17.46 feet; thence N 1°35'59" W for a distance of 30.00 feet; thence S 88°24'01" W for a distance of 76.00 feet; thence S 1°35'59" E for a distance of 30.00 feet; thence
S 44°56'54" W for a distance of 26.17 feet; thence S 88°24'01" W for a distance of 333.38 feet; thence N 3°32'20" E for a distance of 13.97 feet; thence S 88°27'16" W for a distance of 976.54 feet; thence S 0°14'28" E for a distance of 50.35 feet to the point of beginning.

Said tract of land contains 8.16 acres.

Basis of Bearings is Wyoming State Plane (East Central Zone)

Section 2. FINDINGS. That the City Council resolves and makes the following findings in accordance with Wyoming State Statute 15-1-403:

1. Annexation of the area is consistent with the protection of the health, safety and welfare of the residents who will reside in the area as the City can provide sanitary sewer, fire and police protection of the area as it is developed.

2. Annexation is consistent with the health, safety and welfare of the City as the area will be constructed under City codes and will be required to provide sanitary sewer instead of septic tanks, which could be allowed if developed in the County.

3. The area proposed for annexation constitutes a natural geographical, economical and social part of the City of Sheridan due to its adjacency along the eastern and northern borders with City boundaries.

4. The area to be annexed is located where extension of basic services can be furnished by the City. Potable water is available from water mains that runs through the property and sanitary sewer is available by extending a line from a planned main to be constructed in the Fifth Street West right-of-way, and a sanitary sewer main located along the western border of the Scott Addition.

5. This property is located in an area where other utilities area available.

Section 3. SEVERABILITY. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 4. EFFECTIVE DATE. That this ordinance shall be in full force and effect immediately upon its passage and publication as by law provided.

PASSED, APPROVED, AND ADOPTED this 19th day of July, 2004.

Jim Wilson – Mayor

ATTEST:

Arthur Elkins – City Clerk/Treasurer

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this 22nd day of July, 2004 by

JACKIE L. ROUSH - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Sept. 30, 2006

Notary Public

My commission expires: 9-30-2006

678148 ORDINANCE
BOOK 518 PAGE 0469
RECORDED 09/01/2010 AT 03:35 PM
EDA S. THOMPSON, SHERIDAN COUNTY CLERK

ORDINANCE NO. 2091

AN ORDINANCE annexing a 199.45 ± acre parcel of land situated in the SE1/4NW1/4, SW1/4NE1/4, N1/2SE1/4, and the NE1/4SW1/4 of Section 20, all in Township 56 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming, and zoning said parcel as R-1 Residence District. Also annexing a 357.78+/- acre parcel of land situated in the NE1/4, N1/2SE1/4, E1/2NW1/4, and the NE1/4SW1/4 of Section 29, Township 56 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming, and zoning a portion of said parcel as R-1 Residence District, and a portion of said parcel as B-1 Business District.

WHEREAS Sheridan Heights Ranch, LLC, the owner of the herein described property, has petitioned to the City of Sheridan in writing for the annexation of the following described land into the City of Sheridan, and have petitioned for the zoning of thereof to be in part R-1 Residence District and in part B-1 Business District; and

WHEREAS the Sheridan City Clerk has certified that all petition documents are complete; and

WHEREAS the Planning Commission of the City of Sheridan has recommended to the City Council that said tracts of land be annexed to the City, and that the same be zoned a portion R-1 Residence District, and a portion B-1 Business District; and

WHEREAS the following was condition of approval:

1. Future proposed subdivisions, which include Water and Sewer (W&S) infrastructure, will be required to obtain a W&S Main Extension Permit through the City of Sheridan Utilities Department.

WHEREAS the City Council after a public hearing thereon has determined the annexation of said tracts, which are adjacent to the City, and the zoning thereof in part as R-1 Residence District and in part as B-1 Business District would protect the health, safety, and welfare of the persons and property both within the City and in the area to be annexed; and that the urban development of the area would constitute a natural, geographical, economic and social part of the City, and a logical and feasible addition thereto which could be reasonably furnished with all necessary municipal services; now THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

Section 1. That the following described tracts of land are hereby annexed into the City of Sheridan (see Exhibit 'A'), with the following conditions, to wit:

1. Future proposed subdivisions, which include Water and Sewer (W&S) infrastructure, will be required to obtain a W&S Main Extension Permit through the City of Sheridan Utilities Department.

A tract of land situated in the SE¼NW¼, SW¼NE¼, N½SE¼, and the NE¼SW¼ of Section 20, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, said tract of land being more particularly described as follows:

BEGINNING at the east quarter corner of said Section 20 (Monumented with an 3" Aluminum Cap Per PE & LS 551); thence S00°14'28"E, 1255.17 feet along the east line of said N½SE¼ to a point, said point being a fence corner (Set 2" Aluminum Cap per PLS 2615); thence N89°00'22"W, 1349.20 feet along said fence line to the southwest corner of the NE¼SE¼ (Set 3¼" Aluminum Cap per PLS 2615); thence N88°46'36"W, 1349.34 feet along the south line of said N½SE¼ to the southwest corner of said NE¼SE¼ (Set 3¼" Aluminum Cap per PLS 2615); thence N88°46'40"W, 1347.27 feet along the south line of said NE¼SW¼ to the southwest corner of said NE¼SW¼ (Set 3¼" Aluminum Cap per PLS 2615); thence N00°25'43"W, 1316.92 feet along the west line of said NE¼SW¼ to the northwest corner of said NE¼SW¼ (Set 3¼" Aluminum Cap per PLS 2615); thence N00°45'16"W, 1295.17 feet along the west line of said SE¼NW¼ to the northwest corner of said SE¼NW¼ (Set 3¼" Aluminum Cap per PLS 2615); thence S87°44'48"E, 1355.56 feet along the north line of said SE¼NW¼ to the northeast corner of said SE¼NW¼ (Monumented with a 3¼" Aluminum Cap Per PE & LS 3864); thence S87°44'37"E, 626.18 feet along the north line of said SW¼NE¼ to a point (Set 2" Aluminum Cap per PLS 2615), said point lying on an east-west fence line; thence S85°46'56"E, 733.14 feet along said east-west fence line to a point (Set 2" Aluminum Cap per PLS 2615), said point lying on the east line of said SW¼NE¼; thence S00°10'59"E, 1258.25 feet along the east line of said SW¼NE¼ to the southeast corner of said SW¼NE¼ (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S87°58'56"E, 1352.07 feet along the north line of said N½SE¼ to the

POINT OF BEGINNING of said tract.

Said tract contains **199.45 acres** of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

And,

A tract of land situated in the NE¼, N½SE¼, E½NW¼, and the NE¼SW¼ of Section 29, 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 northeast corner of said Section 29 (Monumented with a 3¼" Aluminum Cap Per PLS 2615); thence S00°49'29"W, 74.67 feet along the east line of said Section 29 to the **POINT OF BEGINNING** (Monumented with a 3¼" Aluminum Cap per PLS 2615) of said tract, said point lying on the south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330); thence S00°49'29"W, 2606.79 feet along the east line of said Section 29 to a point (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S00°49'29"W, 1340.73 feet along said east line of Section 29 to a point (Monumented with a 3¼" Aluminum Cap per PE&LS 3864), lying on the northerly line of a tract of land described in Book 458 of Deeds, Page 619, said point being the southeast corner of said N½SE¼; thence N88°23'16"W, 1923.74 feet along said north line of said tract described in Book 458 of Deeds, Page 619 to a point (Monumented with a 2" Aluminum Cap per PE&LS 3864), said point being the northeast corner of a tract of land described in Book 479 of Deeds, Page 26; thence N88°55'27"W, 1387.49 feet along the north line of said tract described in Book 479 of Deeds, Page 26 to a point (Set 2" Aluminum Cap per PLS 2615); thence N89°28'07"W, 641.67 feet along an existing fence line to a point (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence N00°22'28"W, 586.88 feet along said existing fence line to a point (Set 2" Aluminum Cap per PLS 2615); thence N00°58'23"W, 729.34 feet along said existing fence line to a point (Set 2" Aluminum Cap per PLS 2615); thence N04°32'18"W, 20.88 feet along said existing fence line to a point (Set 2" Aluminum Cap per PLS 2615); thence S89°54'31"W, 8.72 feet along said existing fence line to a point (Set 2" Aluminum Cap per PLS 2615), said point lying on the west line of said E½NW¼ of Section 29; thence N00°05'24"W, 2527.04 feet along the west line of said E½NW¼ to a point (Set 3¼" Aluminum Cap Per PLS 2615), said point lying on the easterly line of a tract of land described in Book 445 of Deeds, Page 526; thence S81°17'18"E, 21.62 feet along said easterly line described in Book 445 of Deeds, Page 526 to a point (Monumented with a 1½" Aluminum Cap per PLS 2615); thence N43°15'16"E, 97.05 feet to a point (Set a 2" Aluminum Cap per PLS 2615), said point lying on said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330); thence, through a non-tangent curve to the left along said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330), having a radius of 1029.92 feet, a central angle of 19°51'04", an arc length of 356.83 feet, a chord bearing of S79°36'11"E, and a chord length of 355.05 feet to a point (Monumented with a Highway Right-of-Way Marker, Station 113+96.3 PC); thence S89°33'54"E, 966.50 feet along said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point (Monumented with a Highway Right-of-Way Marker, Station 104+30); thence S89°32'21"E, 1633.60 feet along said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330)(Station 87+96.4 PT) to a point (Set 2" Aluminum Cap per PLS 2615); thence, through a non-tangent curve to the left along said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330), having a radius of 22993.32 feet, a central angle of 01°59'57", an arc length of 802.31 feet, a chord bearing of N89°22'13"E, and a chord length of 802.27 feet to a point (Set 2" Aluminum Cap per PLS 2615)(Station 79+94.1PC); thence N88°27'41"E, 199.99 feet along said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330) to the **POINT OF BEGINNING** of said tract.

Said tract contains **357.78 acres** of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

Section 2. ZONING

That the following lands within the area described in Section 1 of this ordinance and shown on the Attached Exhibit 'A' be zoned B-1 Business.

A TRACT OF LAND SITUATED IN THE NE1/4NE1/4 OF SECTION 29, 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 NORTHEAST CORNER OF SAID SECTION 29 (MOINUMENTED WITH A -1/4" ALUMINUM CAP PER PLS 2615); THENCE S00°49'29"W, 74.67 FEET TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST FIFTH STREET (AKA STATE HIGHWAY NO. 330), AND BEING THE NORTWEST

CORNER OF CLOUD PEAK RANCH ANNEXATION 2 (MONUMENTED WITH A 3-1/4" ALUMINUM CAP PER PLS 2615); THENCE S00°49'29"W, 852.50 FEET ALONG THE EAST LINE OF SAID NE1/4NE1/4 TO A POINT; THENCE N64°27'45"W, 258.46 FEET TO A POINT; THENCE N89°00'04"W 339.30 FEET TO A POINT; THENCE, THROUGH A NON- TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 31°52'35", A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 1&159 FEET, A CHORD BEARING OF S26`31'54' W, AND A CHORD LENGTH OF 181.24 FEET TO A POINT; THENCE S42°28'12"W,, 101.75 FEET TO A POINT; THENCE S90°00'00"W, 106.30 FEET TO

A POINT; THENCE N04°03'08"E, 960.16 FEET TO A POINT, SAID POINT LYING ON THE SOUTH RIGHIT-OF WAY LINE OF SAID WEST FIFTH STREET (AKA STATE HIGHWAY NO. 330); THIENCE; ALONG SAID SOUTH RIGHT-OF-WAY LINE THROUGH A NON- TANGENT CURVE TO THEE LEFT HAVING A CENTRAL ANGLE OF 01°25'40", A RADIUS DE 22993.32 FEET AN ARC LENGTH OF 573.01 FEET, A CHORD BEARING OF N89°05'04"E, AND A CHORD LENGTH OF 573.00 FEET TO A POINT; THENCE N88°27'41"E, 199.99 FEET ALONG SAID SOUTH RIGIHT-OF-WAY LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 14.61 ACRES OF LAND, MORE OR LESS

And

A TRACT OF LAND SITUATED IN THE NW1/4NE1/4 OF SECTION 29, TOWNSHIP 56 NORTH, RANGE 84 WEST, 67H P.M., SHERIDAN COUNTY. WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29 (MOWUMENTED WITH A 3-1/4" ALUMINUM CAP PER PLS 2615); THENCE S80°26'18"E, 602.37 FEET TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON THE SOUTH RIGHT-OF--WAY LINE OF WEST FIFTH STREET (AKA STATE HIGHWAY NO. 330); THENCE S89°32'21"E, 350.00 FEET ALONG SAID SOUTHLY RIGHT-OF-WAY LINE TO A POINT; THENCE S00°27'39"W, 323.86 FEET TO A POINT; THENCE N89°32'21"W, 393.50 FEET TO A POINT; THENCE THROUGH A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12°51'02"; A RADIUS OF 1460.00 FEET, AN ARC LENGTH OF 327.45 FEET, A CHORD BEARING OF N08°06'39"E, AND A CHORD LENGTH OF 326.77 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2 72 ACRES OF LAND, MORE OR LESS

All remaining property within the lands described in Section 1 shall be zoned R-1 Residence.

Section 3. FINDINGS. That the City Council resolves and makes the following findings in accordance with Wyoming State Statute 15-1-402:

(i.) The annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;

(ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;

(iii) The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;

(iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;

(v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and

(vi) The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1405(a).

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Section 4. SEVERABILITY. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5. EFFECTIVE DATE. That this ordinance shall be in full force and effect immediately upon its passage and publication as by law provided.

PASSED, APPROVED, AND ADOPTED this 16th day of August, 2010.

CITY OF SHERIDAN MUNICIPAL SEAL SHERIDAN COUNTY WYOMING

ATTEST:

Scott Badley – City Clerk

John Bigelow – Acting Mayor

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this 17 day of August, 2010 by John Bigelow and Scott Badley

Notary Public

My commission expires 11/12/12

BRENDA K. WILLIAMS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires November 12, 2012

Exhibit B

BOOK 519 PAGE 0023
RECORDED 09/27/2010 AT 03:30 PM
EDA S. THOMPSON, SHERIDAN COUNTY CLERK

CORRECTED CLOUD PEAK RANCH ANNEXATION NO. 3
ANNEXATION AGREEMENT

SUPERSEDING AGREEMENT PREVIOUSLY RECORDED IN BOOK 518 PAGE 459 OF THE SHERIDAN COUNTY COURTHOUSE, SHERIDAN COUNTY, WYOMING

THIS AGREEMENT is made and entered into this 16th day of August, 2010, by and between the **City of Sheridan, Wyoming**, a Wyoming municipality, hereinafter referred to as the "City", and **Sheridan Heights Ranch, LLC**, a Wyoming limited liability company, or its successors, herein referred to as the "Owner",

Recitals

A. WHERAS, the Owner of certain real property commonly known as **Cloud Peak Ranch Annexation #3** (herein after referred to as the "Property"), has petitioned that the property described in Exhibit "A" (annexation exhibits with legal descriptions included on exhibits), attached hereto and incorporated herein be annexed to the City of Sheridan; and

B. WHEREAS, the Clerk of the City of Sheridan has considered such annexation petition and has certified acceptance of the annexation petition on the tenth day of August, 2009; and

C. WHEREAS, in contemplation of such annexation, the parties enter into this agreement and agree to abide by the terms and conditions set forth herein; and

THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the legal sufficiency of which are hereby expressly acknowledged, the City and the Owner agree as follows:

1. Purpose. The purpose of this agreement is to set forth the terms and conditions that shall apply to the Property upon its annexation and development. Unless otherwise expressly provided to the contrary herein, the parties agree that all conditions herein are contractual conditions in addition to any and all requirements of Sheridan City Code, including the Zoning Ordinance and Subdivision Ordinance, and applicable state statute.

2. Annexation. The City agrees to annex the Property in accordance with the terms and conditions of this Agreement, and only if the City Council finds evidence presented at the required public hearings supports such annexation, and all the requirements of Wyoming State Statutes are met. In the event the annexation is approved by the City Council, the City and Owner agree to be bound by this Agreement. The City and Owner also agree to the following:

   a. Any time prior to the time of adoption of any Ordinance annexing the Property, the Owner may withdraw the petition for annexation.

   b. The terms of this agreement are based on the following assumptions: a maximum of 650 dwelling units and a maximum of 180,000 square feet of commercial floor space will be developed within the entire annexation area shown on Exhibit A. Any future development proposal that exceeds these assumptions shall allow the City to require additional development impact studies, amendment to the Master Plan

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FEES: $153.00 IH AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the legal sufficiency of which are hereby expressly acknowledged, the City and the Owner agree as follows:

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   a. Any time prior to the time of adoption of any Ordinance annexing the Property, the Owner may withdraw the petition for annexation.

   b. The terms of this agreement are based on the following assumptions: a maximum of 650 dwelling units and a maximum of 180,000 square feet of commercial floor space will be developed within the entire annexation area shown on Exhibit A. Any future development proposal that exceeds these assumptions shall allow the City to require additional development impact studies, amendment to the Master Plan

described in Section 3, and/or the revision of Traffic Impact Studies described in Section 13, below.

3. Master Plan. Prior to any subdivision or development of the Property beyond the Sheridan Country Club Minor Subdivision, including but not limited to the further subdivision of land within the Sheridan Country Club Minor Subdivision, the Owner will submit a master plan that conceptually sets forth future development of the Property or portions of the Property. Said Plan shall be subject to the following:

   a. The master plan shall contain at a minimum: land use, the community park area described in Section 11.a below, other open space areas, preliminary pathway locations, and traffic network. Other items may be included as mutually agreed upon between the City and Owner. The master plan must be approved by the City Council following recommendation from the Planning Commission.

   b. Once approved, development of the Property shall substantially conform to the approved master plan and the provision set forth in Section 2.b. In the event the Owner requests changes to the master plan, the City may require amendment to the master plan, which shall be approved by City Council following recommendations by the Planning Commission.

4. Vested Rights. Unless otherwise expressly provided herein, the fact that the Property has been annexed by the City shall not create detrimental reliance that will stop the City from modifying development regulations or changing fees after execution of this Agreement. The Property shall be subdivided according to a plat or plats or development applications submitted by the Owner and approved by the City. Unless otherwise expressly provided herein, all future subdivision and development shall be subject to applicable section of Sheridan City Code or state statute at the time of platting, or at the time an appropriate development application is filed with the City, and to the terms of this Agreement.

5. Zoning. The Owner has requested that the majority of property be zoned R-1 Residence, with a portion of the property be zoned B-1 Business (see Exhibit "A"). In considering the petition for annexation, the City shall consider the Owner's zoning request, however, any zoning designation ultimately applied to the Property must be supported by the evidence presented at the required public hearings. The following shall also apply:

   a. Following the adoption of the ordinance effectively annexing the Property, the owner shall reserve the right to petition the City for removal of the Property from the corporate limits. Any request to remove the Property from the corporate limits of the City shall be in compliance with state statute, and the owner shall bear the expense for the removal.

   b. The parties acknowledge that the current use of the Property is a farm and ranch operation, and that after annexation, such use will become a pre-existing non-conforming use that will be allowed to continue subject to the regulations of Sheridan City Code Appendix A. Sec. 11 unless further subdivided or developed, in which case only the portion further subdivided or developed shall be brought into full compliance with Sheridan City Code Appendix A.

6. Services. The City and the Owner agree that the Property shall be entitled to such services as the City currently provides to property within the corporate limits of the City. Extension of City utilities to serve the Property will be the sole responsibility of the Owner, their heirs or assigns unless mutual contracts for services are agreed upon by both the City and the Owner.

7. Easements and Rights-of-Way. All necessary easements and rights-of-way associated with any phase of development of the Property shall be obtained and dedicated by the Owner, at the Owner's expense, prior to the commencement of that phase of the development. Easements and rights-of-way for each phase will be laid out and granted to accommodate the development of other properties previously annexed to the City, and future annexations or development, where deemed necessary by the City and at the time of review and approval of each phase of development of the Property. Unless reviewed and approved by the City, easements currently encumbering the Property for municipal utilities and infrastructure shall not be vacated or extinguished by any future platting of the Property or action of the Owner, so as to protect the right to maintain existing infrastructure and utility corridors.

   a. Transportation Corridor Right-of-Way. The Owner agrees to delay development on Property within the Preliminary Design Alignment of the 'West Corridor' as depicted in Exhibit 'B' until March 31, 2015 unless the City and Owner mutually agreed to proceed with development. The City agrees to meet with the Owner, WYDOT, and representatives of Sheridan County, as needed, by December 31, 2010, to discuss the following issues regarding any possible future transportation corridor:

      (a) right-of-way width

      (b) access to adjacent lands

      (c) drainage

      (d) maintenance of improvements

      (e) extension of utilities

      (f) intersection improvements

      (g) timeline for development

8. Future Platting and Development. Unless otherwise expressly provided herein, all land included within this annexation will be platted, subdivided and developed per Sheridan City Code Appendix B (Subdivision Regulations), and any other relevant section of City Code in force at the time application is made to the City, including but not limited to providing the open space required in Sheridan City Code Appendix B §507.

9. The Sheridan Country Club Minor Subdivision is exempt from any requirements herein that may trigger studies, development, or other provisions in this Agreement, except in the case of further subdivision of land within the Sheridan Country Club Subdivision, which shall be subject to the provisions of this agreement.

10. Water Rights. The Property is subject to the "Amended Compromise and Settlement Agreement Superseding and Replacing September 19, 1995 Compromise and Settlement Agreement" entered into and signed on March 27, 1996, by the owner of this Property.

11. Recreational Amenities, Park Land and Open Space. The Owner shall dedicate to the City, or otherwise make an alternate conveyance if approved by the City, recreational amenities, park land, and open space in the following manner:

a. The Owner shall be required to provide park land or open space within the Property acceptable to the City, the amount thereof in accordance with Sheridan City Code Appendix B (Submission Regulations). As detailed in the City's adopted Parks and Recreation Master Plan, unless otherwise approved by the City, the City requires herein the park/open space dedication to be met in the form of a large community park as opposed to pocket or neighborhood parks. The final location, method of dedication, and terms for development of the large community park shall be established at the time of the approval of the Master Plan outlined in Section 3.The parties agree that the golf course and driving range on Tract 1 does not satisfy the park land or open space requirements of Owner's development under the terms herein or the Code.

b. The City reserves the right to reject any proposed park land or open space dedication offer in favor of a cash in lieu payment by Owner if the City believes the proposed dedication does not meet the goals and objectives of the Parks and Recreation Master Plan.

c. Should any portion of the Property be rezoned at a later date, the rezoned land shall be subject to the parkland and open space requirements of the new zoning district in question per the requirements of Sheridan City Code then in effect.

d. Using the Sheridan Pathways Master Plan as a guide, Owner agrees to dedicate public access easements or right-of-way for the trail and pathway sections identified in the approved Master Plan, detailed in Section 3, within each phase of development at the time of final approval of each phase.

e. Upon City's request, Owner will construct a 10' wide pathway on one side of a roadway as a substitute to the required standard 5' sidewalks on both sides of the roadway. Said pathway segments shall be funded and installed by the Owner, or its successor, at the time of roadway construction. Pathway segments outside of roadway rights-of-way or constructed as an oversizing of standard sidewalks shall be installed by the Owner in each phase with the City paying the difference between the Pathway segment and the sidewalk construction typically required by the subdivision regulations.

12. Design Standards and Specifications. Unless otherwise expressly provided to the contrary herein, all construction of public improvements performed by the Owner shall be accordance with Sheridan City Code, The City of Sheridan Engineering Design Standards for Public Improvements, the City of Sheridan Standard Specifications and Details for Street and Utility Construction, and any applicable City rules and

regulations in effect at the time of design approval and in conformance with this Agreement. Improvements on private property shall be in accordance with the building code in effect at the time of building permit application. The City may refuse to issue certificates of occupancy or building permits for any private improvements constructed within any phase of development of the Property, unless construction of the public improvements within said phase proceeds in good faith, and in accordance with Sheridan City Code and any subsequent agreement governing project scheduling and installation of public infrastructure.

13. Traffic Impact and Need for Control Devices. The Owner shall prepare, at its sole expense, and within 12 months of the date of this Annexation, a Traffic Impact Study that meets the requirements outlined in the City of Sheridan Engineering Design Standards for Public Improvements (adopted October 5, 2009).), hereinafter referred to as "Design Standards". The following shall govern the preparation of the Traffic Impact Study and funding of traffic infrastructure improvements related to the development of the Property:

    a. The City of Sheridan will supply the most recent traffic count information, if available, to the Owner.

    b. The study will identify what, if any, improvements will be needed to mitigate any traffic and roadway related safety or capacity deficiencies attributable to the projected uses identified in Section 2 of this Agreement.

    c. The bounds of the Traffic Impact Study shall be determined using Chapter 2 of the City of Sheridan Engineering Design Standards for Public Improvements.

    d. Impacts will be determined using methodologies contained in the current edition of the American Association of State Highway and Transportation Officials (AASHTO) "A Policy On Geometric Design of Highways and Streets", the current edition of the Transportation Research Board (TRB) "Highway Capacity Manual", and the current edition of the Institute of Transportation Engineers (ITE) reference titled "Trip Generation."

    e. Based on the results of the Traffic Impact Study, a Future Road Improvements Plan will be developed. The Future Road Improvements Plan may not be strictly limited to the impacts of this annexation within the identified study area. However, the plan will identify the required improvements that are directly attributable to this annexation and will further provide an estimate of probable cost for said improvements.

    f. The total sum of estimated improvement costs deemed to be the responsibility of the Owner, hereafter known as the Road Impact Sum, will then be proportionally assessed to individual lots as a Road Impact Fee. The Road Impact Fee will be based on a percentage of the Road Impact Sum, calculated by dividing the projected vehicle trip generation of the lot by the vehicle trip generation for the entire development (same as that utilized in determining the initial Road Impact Sum). Said allocation formula shall be agreed upon by the City and the Owner prior to the approval of any subdivision of the Property, excluding the Sheridan Country Club Minor Subdivision, or within 24 months following the annexation of the Property, whichever comes first.

g. At the time any application for a building permit for a building that would impact traffic volumes, and is within the boundaries of the Property, is submitted to the City the applicant shall pay to the City the Road Impact Fee as determined above. Said Road Impact Fee shall be collected and retained by the City in an account exclusively designated for the improvements identified in the Future Road Improvements Plan. The City shall henceforth manage these funds, the timing of construction, and the payment for the improvements, and no additional Road Impact Fees shall be levied upon any owners of any lands within the annexation area without the consent of the Owner.

h. Every five (5) years, until the build out of the Property, the Owner shall, at its sole expense, re-evaluate the estimate of probable cost for the remaining unconstructed components of the Future Road Improvements Plan, and the Road Impact Fee shall be adjusted according to the newly estimated costs. An engineer licensed in the State of Wyoming shall prepare this re-evaluation estimate of probable cost. The City at their discretion may eliminate components of the Future Road Improvements Plan, but no additional components may be added.

i. With each phase of development or subdivision application, the Traffic Impact Study will be reviewed to evaluate the projected traffic volumes of each phase against the projected traffic volumes of the original Traffic Impact Study.

j. In the event the estimated traffic volumes of any phase, combined with the traffic volumes of all prior phase or phases, do not exceed the projected volumes of the original Traffic Impact Study for the same area and intersections impacted, the Road Impact Fee shall be collected, as described above, and no additional Traffic Impact Study(s) shall be required. In the event the projected traffic volumes of any phase, combined with those of previous phases, exceeds the volumes of the original Traffic Impact Study or results in a greater impact to any particular intersection, the City Engineer may require the Owner to prepare a new and/or updated Traffic Impact Report which may result in revisions to the Road Impact Fee and/or require additional roadway improvements.

14. Quality of Construction. The Owner shall, during any period of construction, be responsible for using proper dust and erosion control, obtaining necessary local and state permits, and shall be responsible for maintaining the streets in such manner that they may be traveled upon until dedication. Any damage to streets or public facilities shall be promptly repaired in a manner acceptable to the City. The Owner shall not use any chemicals hazardous to the future residents of the Property, or which may remain in the soil for more than one growing season.

15. Cooperation. This agreement is the product of the cooperative effort and negotiations between the City and the Owner and the terms hereof are binding contractual obligations in addition to the requirements otherwise set forth in City code. This Agreement shall not be construed or interpreted against either party solely of the parties' role in drafting the Agreement. In the event the Owner requires approvals from other government agencies prior to final approval of any subdivision or

development application by the City, the City and Owner therefore agree that they shall cooperate in securing such approvals as may be necessary.

16. Acceptance. If upon completion any Improvements are dedicated to the City, such improvements shall be warranted for a period of one (1) year from the date of completion of the improvements. If improvements are to be transferred to a homeowners' association, the Owner shall warrant that the improvements will be free from defects for a period of one (1) year from the date of completion of the improvements. Record drawings of infrastructure improvements shall be provided to the City upon completion of said improvements.

17. Improvements Guarantee. The construction of all public improvements by the owner on the Property shall be backed by a financial assurance acceptable to the City as outlined in Sheridan City Code Appendix B, Subdivision Regulations. Financial assurances shall be provided to the City prior to the recording of a final plat for any portion of the Property, or in the case of public infrastructure not associated with a particular subdivision plat, provided along with an executed infrastructure agreement prior to commencement of construction.

18. Sewer Capacity. The Owner acknowledges that the City review of sewer capacity indicates that sufficient flow capacity may not be available to serve the entire Property. Subsequent development of some portions of the Property may require offsite sewer main oversizing or upgrades in order to accommodate the anticipated growth that these areas represent. The City may assess a pro-rata share of the cost of the downstream sewer oversizing or upgrades to the Owner, or any heir, successor, or assign at the time that subsequent subdivisions come forth for consideration. Said costs shall be directly attributable to the respective phase of development and the amount and method of payment shall be included in the respective subdivision agreements. The schedule for completion of these improvements, unless made wholly by the Owner or a third party, is dependent on funding availability and the prioritization called out in the City's capital improvements program.

19. Project Phasing. The Owner shall develop the Property in accordance with the approved Master Plan, and project phasing may be tied to subdivision plats. Building permits shall be issued for each phase of development in accordance with Sheridan City Code.

20. Owner. As used in this Agreement, the term Owner shall include any of the transferees and successors of the Owner and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement as if they were the original parties hereto. In the event of a transfer of all or any portion of the Property, the transferring Owner 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.

21. Miscellaneous Provisions.

(a) Captions. The captions for sections used in this Agreement are for convenience of reference only and shall not be considered a material part of this Agreement, nor shall they be used as an aid in interpreting the Agreement.

(b) Term. All rights and obligations set forth in this Agreement shall continue in perpetulty and shall not be considered completed at the time of annexation or at the time of complete development of the subdivision.

(c) Remedies. The Owner agrees to comply with the terms of this Agreement. Should the Owner fail to comply with any of the terms of this agreement, the City will send a letter to the Owner listing the terms not in compliance and/or for which the Annexation is not compliant. The City reserves the right to withhold any future development approvals for the Property if the Owners do not remedy the non-compliance in a manner reasonably acceptable to the City to eliminate the non-compliance(s) within two weeks of the date of the letter of non-compliance.

(d) Benefit. The rights and obligations created by this Agreement shall inure to the benefit of the Owner, its successors and transferees unless stated otherwise herein. The parties expressly agree that a "successor" includes, but it not limited to, any person or party who acquires a portion of the Property from Owner in fee simple. Such successor's obligation shall extend not only to the lot or parcel acquired by that successor, but shall include all applicable requirements of this Agreement, and Owner shall ensure the successor has notice of the existence of this Agreement.

(e) Severability. If any term, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement shall continue in full force and effect as if the offending term, condition or provision were never a part of this Agreement.

(f) Future Acts. Following execution of this Agreement, City and Owners agree to do all acts, including the execution of appropriate documents, when requested by the other, where such acts are reasonably required to fulfill the performing party's obligations, under this Agreement.

(g) Notice. Any notice required or permitted, under this Agreement, will be deemed to be received when delivered
personally in writing or five (5) days after notice has been deposited with the U.S. Postal Service, postage prepaid, certified and return receipt requested, and addressed as follows:

If to Owner: Don Roberts
13 Cemetery Road
Sheridan, WY 82801

If to City: City of Sheridan
55 Grinnell Plaza

P.O. Box 848
Sheridan, WY 82801

Either party may change the address to which notice is to be sent by providing notice to the other party.

(h) No Merger. No part of this Agreement shall be considered to have merged or to have been completed at the annexation if the portion of the Agreement is contemplated to have survived the annexation.

(i) Binding Effect. This Agreement shall be recorded with the Clerk and Recorder of the County of Sheridan, State of Wyoming, and shall constitute a covenant running with the land. This Agreement shall be binding on future assigns and Owners and all persons who may purchase land described herein from the Owners or any person hereafter having interest in the property.

(j) Integrated Agreement. This Agreement supersedes any and all prior agreements between parties, whether written or oral. Any modifications to this Agreement shall be memorialized either in a writing executed by both parties or printed in the minutes of a regular or special meeting of the City Council of the City of Sheridan.

(k) Sovereign Immunity. The City of Sheridan does not waive its sovereign immunity by entering into this agreement and specifically retains all immunities and defenses available to it as a sovereign, pursuant to W.S. §1-39-104(a) and all other state laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AGREED to this 22nd day of September, 2010,

OWNERS

BY: VecAnn Woody, Agent

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FEES: $153.00 IH AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

State of Wyoming)
)ss
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this 22 day of September, 2010 by VecAnn Woody.

Susan M Goodman
Notary Public

SUSAN M. GOODMAN - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires June 12, 2014

My commission expires June 12 2014

CITY OF SHERIDAN

Dave Kinskey, Mayor

ATTEST:

Scott Badley – City Clerk

Exhibit A

LEGAL DESCRIPTION

Record Owner: **System Land LLC**
June 10, 2009

RE: **Cloud Peak Ranch Annexation No. 3, Tract 1**

A tract of land situated in the SE¼NW¼, SW¼NE¼, N½SE¼, and the NE¼SW¼ of Section 20, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, said tract of land being more particularly described as follows:

BEGINNING at the east quarter corner of said Section 20 (Monumented with an 3" Aluminum Cap Per PE & LS 551); thence S00°14'28"E, 1255.17 feet along the east line of said N½SE¼ to a point, said point being a fence corner (Set 2" Aluminum Cap per PLS 2615); thence N89°00'22"W, 1349.20 feet along said fence line to the southwest corner of the NE¼SE¼ (Set 3¼" Aluminum Cap per PLS 2615); thence N88°46'36"W, 1349.34 feet along the south line of said N½SE¼ to the southwest corner of said NE¼SE¼ (Set 3¼" Aluminum Cap per PLS 2615); thence N88°46'40"W, 1347.27 feet along the south line of said NE¼SW¼ to the southwest corner of said NE¼SW¼ (Set 3¼" Aluminum Cap per PLS 2615); thence N00°25'43"W, 1316.92 feet along the west line of said NE¼SW¼ to the northwest corner of said NE¼SW¼ (Set 3¼" Aluminum Cap per PLS 2615); thence N00°45'16"W, 1295.17 feet along the west line of said SE¼NW¼ to the northwest corner of said SE¼NW¼ (Set 3¼" Aluminum Cap per PLS 2615); thence S87°44'48"E, 1355.56 feet along the north line of said SE¼NW¼ to the northeast corner of said SE¼NW¼ (Monumented with a 3¼" Aluminum Cap Per PE & LS 3864); thence S87°44'37"E, 626.18 feet along the north line of said SW¼NE¼ to a point (Set 2" Aluminum Cap per PLS 2615), said point lying on an east-west fence line; thence S85°46'56"E, 733.14 feet along said east-west fence line to a point (Set 2" Aluminum Cap per PLS 2615), said point lying on the east line of said SW¼NE¼; thence S00°10'59"E, 1258.25 feet along the east line of said SW¼NE¼ to the southeast corner of said SW¼NE¼ (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S87°58'56"E, 1352.07 feet along the north line of said N½SE¼ to the **POINT OF BEGINNING** of said tract.

Said tract contains **199.45 acres** of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

H:\WP\LD\T56N\2002\2002101Annex3_Tract 1 doc

LEGAL DESCRIPTION

Record Owner: **System Land LLC**
June 28, 2010

RE: **Cloud Peak Ranch Annexation No. 3, Tract 2A** (R-1 Zoning)

A tract of land situated in the NE¼, N½SE¼, E½NW¼, and the NE¼SW¼ of Section 29, 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 northeast corner of said Section 29 (Monumented with a 3¼" Aluminum Cap Per PLS 2615); thence S00°49'29"W, 927.17 feet along the east line of said Section 29 to the **POINT OF BEGINNING** of said tract; thence S00°49'29"W, 1754.30 feet along the east line of said Section 29 to a point (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S00°49'29"W, 1340.73 feet along said east line of Section 29 to a point (Monumented with a 3¼" Aluminum Cap per PE&LS 3864), lying on the northerly line of a tract of land described in Book 458 of Deeds, Page 619, said point being the southeast corner of said N½SE¼; thence N88°23'16"W, 1923.74 feet along said north line of said tract described in Book 458 of Deeds, Page 619 to a point (Monumented with a 2" Aluminum Cap per PE&LS 3864), said point being the northeast corner of a tract of land described in Book 479 of Deeds, Page 26; thence N88°55'27"W, 1387.49 feet along the north line of said tract described in Book 479 of Deeds, Page 26 to a point (Set 2" Aluminum Cap per PLS 2615); thence N89°28'07"W, 641.67 feet along an existing fence line to a point (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence N00°22'28"W, 586.88 feet along said existing fence line to a point (Set 2" Aluminum Cap per PLS 2615); thence N00°58'23"W, 729.34 feet along said existing fence line to a point (Set 2" Aluminum Cap per PLS 2615); thence N04°32'18"W, 20.88 feet along said existing fence line to a point (Set 2" Aluminum Cap per PLS 2615); thence S89°54'31"W, 8.72 feet along said existing fence line to a point (Set 2" Aluminum Cap per PLS 2615), said point lying on the west line of said E½NW¼ of Section 29; thence N00°05'24"W, 2527.04 feet along the west line of said E NW¼ to a point (Set 3¼" Aluminum Cap Per PLS 2615), said point lying on the easterly line of a tract of land described in Book 445 of Deeds, Page 526; thence S81°17'18"E, 21.62 feet along said easterly line described in Book 445 of Deeds, Page 526 to a point (Monumented with a 1½" Aluminum Cap per PLS 2615); thence N43°15'16"E, 97.05 feet to a point (Set a 2" Aluminum Cap per PLS 2615), said point lying on said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330); thence, through a non-tangent curve to the left along said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330), having a radius of 1029.92 feet, a central angle of 19°51'04", an arc length of 356.83 feet, a chord bearing of S79°36'11"E, and a chord length of 355.05 feet to a point (Monumented with a Highway Right-of-Way Marker, Station 113+96.3 PC); thence S89°33'54"E, 966.50 feet along said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330) to a point (Monumented with a Highway Right-of-Way Marker, Station 104+30); thence S89°32'21"E, 537.12 feet along said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330)(Station 87+96.4 PT) to a point; thence, through a non-tangent curve to the left, having a radius of 1460.00 feet, a central angle of 12°51'02", an arc length of 327.45 feet, a chord bearing of S08°06'39"W, and a chord length of 326.77 feet to a point; thence S89°32'21"E, 393.50 feet to a point; thence N00°27'39"E, 323.86 feet to a point, said point lying on said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330); thence S89°32'21"E, 746.48 feet along said West Fifth Street (AKA Wyoming State Highway No. 330) to a point; thence, through a non-tangent curve to the left along said south right-of-way line of West Fifth Street (AKA Wyoming State Highway No. 330), having a radius of 22993.32 feet, a central angle of 00°34'17", an arc length of 229.29 feet, a chord bearing of S89°54'57"E, and a chord length of 229.29 feet to a point; thence S04°03'08"W, 960.16 feet to a point; thence due East, 106.30 feet to a point; thence N42°28'12"E, 101.75 feet to a point; thence, through a curve to the left, having a radius of 330.00 feet, a central angle of 31°52'35", an arc length of 183.59 feet, a chord bearing of N26°31'54"E, and a chord length of 181.24 feet to a point; thence S89°00'04"E, 339.30 feet to a point; thence S64°27'45"E, 258.46 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains **340.45 acres** of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.
H:\WP\LD\T56N\2002\2002101Annex3_Tract 2A.odt September 9, 2010

LEGAL DESCRIPTION

Record Owners: System Land, LLC
September 09, 2010

Re: Cloud Peak Ranch Annexation No. 3, Tract 2B (B-1 Zoning)

A tract of land situated in the NE¼NE¼ of Section 29, 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 northeast corner of said Section 29 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S00°49'29"W, 74.67 feet to the **POINT OF BEGINNING** of said tract, said point lying on the south right-of-way line of West Fifth Street (AKA State Highway No. 330), and being the northwest corner of Cloud Peak Ranch Annexation 2 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S00°49'29"W, 852.50 feet along the east line of said NE¼NE¼ to a point; thence N64°27'45"W, 258.46 feet to a point; thence N89°00'04"W, 339.30 feet to a point; thence, through a non-tangent curve to the right, having a central angle of 31°52'35", a radius of 330.00 feet, an arc length of 183.59 feet, a chord bearing of S26°31'54"W, and a chord length of 181.24 feet to a point; thence S42°28'12"W, 101.75 feet to a point; thence S90°00'00"W, 106.30 feet to a point; thence N04°03'08"E, 960.16 feet to a point, said point lying on the south right-of way line of said West Fifth Street (AKA State Highway No. 330); thence, along said south right-of-way line through a non-tangent curve to the left, having a central angle of 01°25'40", a radius of 22993.32 feet, an arc length of 573.01 feet, a chord bearing of N89°05'04"E, and a chord length of 573.00 feet to a point; thence N88°27'41"E, 199.99 feet along said south right-of-way line to the **POINT OF BEGINNING** of said tract.

Said tract contains **14.61 acres** of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

LEGAL DESCRIPTION

Record Owner: System Land, LLC
September 09, 2010

Re: **Cloud Peak Ranch Annexation No. 3, Tract 2C (B-1 Zoning)**

A tract of land situated in the NW¼NE¼ of Section 29, 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 north quarter corner of said Section 29 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S80°26'18"E, 602.37 feet to the **POINT OF BEGINNING** of said tract, said point lying on the south right-of-way line of West Fifth Street (AKA State Highway No. 330); thence S89°32'21"E, 350.00 feet along said southly right-of-way line to a point; thence S00°27'39"W, 323.86 feet to a point; thence N89°32'21"W, 393.50 feet to a point; thence, through a non-tangent curve to the left, having a central angle of 12°51'02", a radius of 1460.00 feet, an arc length of 327.45 feet, a chord bearing of N08°06'39"E, and a chord length of 326.77 feet to the **POINT OF BEGINNING.**

Said tract contains **2.72 acres** of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

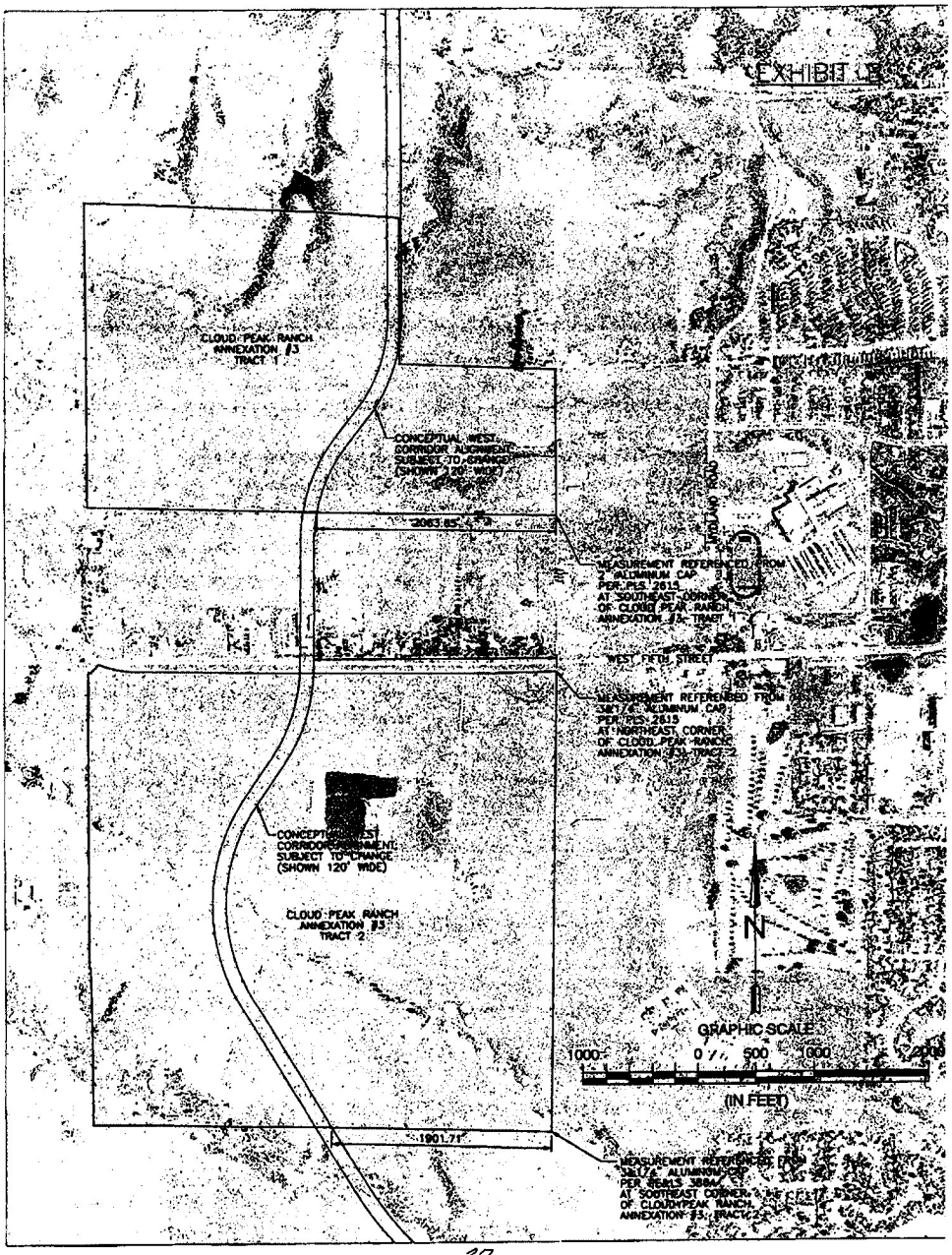
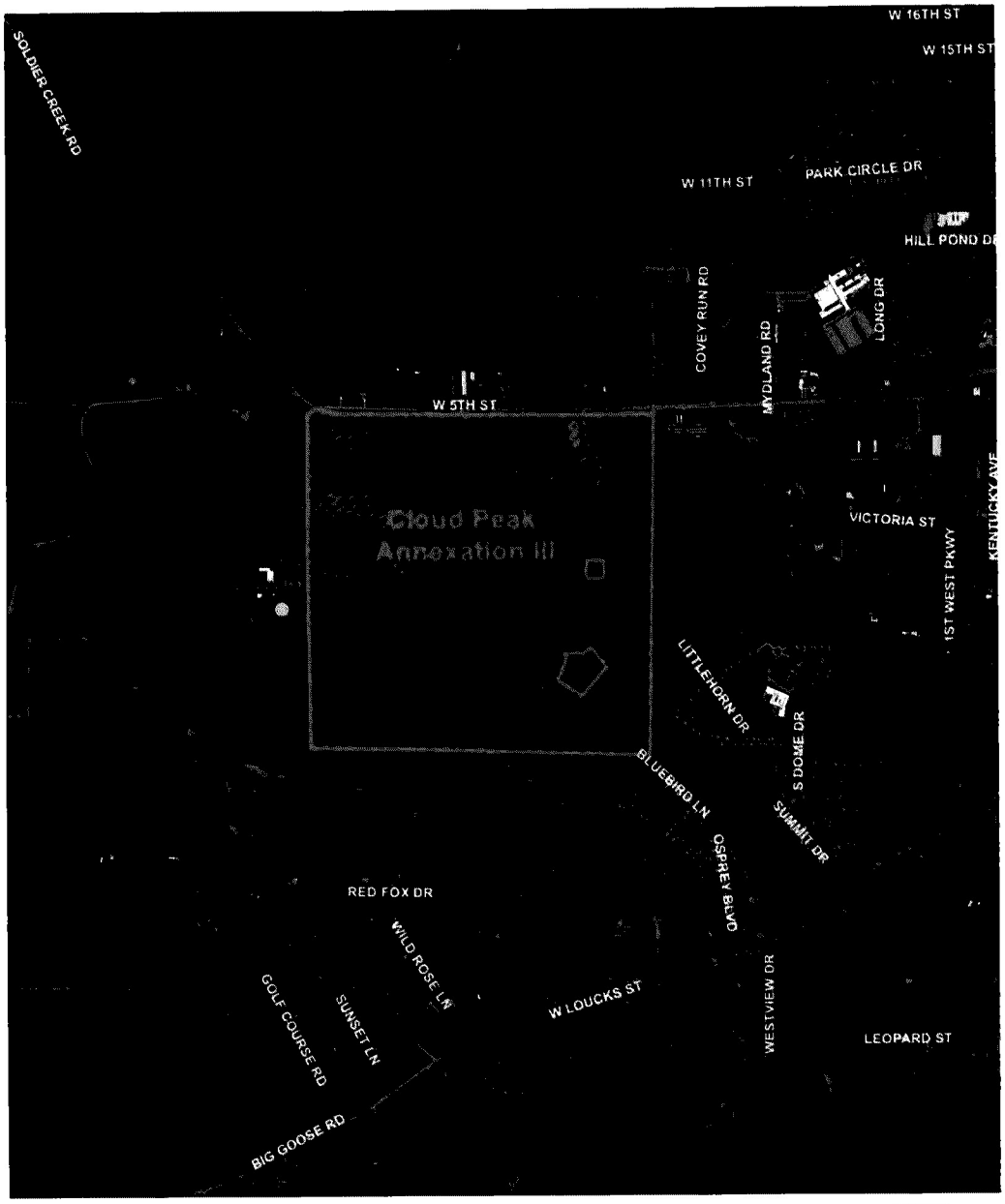


EXHIBIT B
CLOUD PEAK RANCH
ANNEXATION #3
TRACT 1
CONCEPTUAL WEST
CORRIDOR ALIGNMENT
SUBJECT TO CHANGE
(SHOWN 120' WIDE)
2063.85'
MEASUREMENT REFERENCED FROM
3" ALUMINUM CAP
PER PLS 2615
AT SOUTHEAST CORNER
OF CLOUD PEAK RANCH
ANNEXATION #3 TRACT 1
WEST FIFTH STREET
MEASUREMENT REFERENCED FROM
3" ALUMINUM CAP
PER PLS 2615
AT NORTHEAST CORNER
OF CLOUD PEAK RANCH
ANNEXATION #3 TRACT 2
CONCEPTUAL WEST
CORRIDOR ALIGNMENT
SUBJECT TO CHANGE
(SHOWN 120' WIDE)
CLOUD PEAK RANCH
ANNEXATION #3
TRACT 2
N
GRAPHIC SCALE
1000 0 500 1000 2000
(IN FEET)
1901.71'
MEASUREMENT REFERENCED FROM
3" ALUMINUM CAP
PER PLS 3884
AT SOUTHEAST CORNER
OF CLOUD PEAK RANCH
ANNEXATION #3 TRACT 2



CITY OF Sheridan WYOMING

Cloud Peak Phase III

0 0.125 0.25 Miles

Date: 11/12/2020

Prepared By: Wade Sanner

DISCLAIMER
The City of Sheridan GIS Division produce this map for informational purposes only. The City of Sheridan provides this map on a "as is" basis without warranties of any kind either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should b

2021-766077 2/3/2021 9:26 AM PAGE: 42 OF 46
FEES: $153.00 IH AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Exhibit C

2020-763987 11/20/2020 9:27 AM PAGE: 1 OF 4
FEES: $21.00 SM DEDICATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

DEDICATION OF PUBLIC RIGHT OF WAY

This Dedication of Public Right of Way is made effective this ____ day of November, 2020, by City of Sheridan (the "City") in favor of the Public and is accepted by the CITY OF SHERIDAN, WYOMING through the City Council for the City of Sheridan, Wyoming ("Grantee"), who for good and valuable consideration, including the mutual promises and covenants contained herein, agreed.

1. **Grant and Dedication of Right of Way.** Grantor does hereby dedicate and convey to and for the public use forever hereafter the Public Right of Way as is specifically described and illustrated on Exhibits A and B, attached hereto to provide all rights typically associated with public streets, including the right of ingress and egress and for use by the Public and for the installation, maintenance, repair and replacement of all public utilities, including but not limited to water, sewer, power and gas service providers, phone services, and the like, to provide utility services to and for the benefit of the public.

2. **Terms of Use.** The public shall have the perpetual non-exclusive right to use the route so dedicated for ingress and egress and providers of all public utilities shall have the perpetual non-exclusive right to use the easement to provide utility services for the benefit of the public.

3. **Acceptance.** The City hereby accepts the dedication of the above-described Right of Way for and on behalf of the public.

DATED effective this ____ day of November, 2020.

City of Sheridan

_____

By: Roger Maxwell

Title: Mayor

THE CITY OF SHERIDAN, WYOMING

By: _____
Title: Director of Public Works

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 11th day of November, 2020, by _____ as _____ of the City of Sheridan.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

CANDACE AINSLIE - NOTARY PUBLIC
COUNTY OF SHERIDAN
STATE OF WYOMING
My Commission Expires

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On this 11th day of November, 2020, before me personally appeared _____, on behalf of the City of Sheridan, State of Wyoming, to me being personally known, who, being by me duly sworn, did acknowledge said instrument to be the free act and deed of the City of Sheridan, Wyoming.

Given under my hand and official seal this 11 day of November, 2020.

_____
Notary Public

My commission expires: _____

CANDACE AINSLIE - NOTARY PUBLIC
COUNTY OF SHERIDAN
STATE OF WYOMING
My Commission Expires

LEGAL DESCRIPTION
EXHIBIT "A"

Record Owner: ***City of Sheridan***
November 4, 2020

Re: ***DEDICATED PUBLIC RIGHT-OF-WAY***

A tract of land situated in Lot C, Hidden Bridge Minor Subdivision, City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said tract of land being more particularly described as follows:

Commencing at the northeast corner of said Section 29 (Monumented with a 2" Aluminum Cap per PLS 6812); thence S83°14'29"W, 757.10 feet to the **POINT OF BEGINNING** of said tract, said point lying on the south right-of-way line of West Fifth Street (AKA State Highway No. 330), being the northeast corner of a tract of land described in Book 544 of Deeds, Page 734; thence S00°11'28"W, 228.02 feet along the west line of said tract described in Book 544 of Deeds, Page 734 to a point; thence, along said west line through a curve to the left, having a central angle of 36°37'20", a radius of 270.00 feet, an arc length of 172.58 feet, a chord bearing of S18°07'12"E, and a chord length of 169.66 feet to a point; thence S36°25'53"E, 92.89 feet along said west line to a point; thence, along said west line through a curve to the right, having a central angle of 47°01'29", a radius of 330.00 feet, an arc length of 270.84 feet, a chord bearing of S12°55'08"E, and a chord length of 263.31 feet to a point, said point being an angle point lying on the north line of Lot A, Hidden Bridge Minor Subdivision; thence, continue along said west line and said north line of Lot A, Hidden Bridge Minor Subdivision through a curve to the right, having a central angle of 31°52'35", a radius of 330.00 feet, an arc length of 183.59 feet, a chord bearing of S26°31'54"W, and a chord length of 181.24 feet to a point; thence S42°28'12"W, 101.75 feet along said west line and said north line of Lot A to a point, said point being the southeast corner of said tract described in Book 544 of Deeds, Page 734; thence N90°00'00"W, 81.34 feet along the south line of said tract described in Book 544 of Deeds, Page 734 and said north line of Lot A to a point; thence N42°28'12"E, 156.68 feet to a point; thence, through a curve to the left, having a central angle of 78°54'04", a radius of 270.00 feet, an arc length of 371.81 feet, a chord bearing of N03°01'10"E, and a chord length of 343.12 feet to a point; thence N36°25'53"W, 92.89 feet to a point; thence, through a curve to the right, having a central angle of 36°37'20", a radius of 330.00 feet, an arc length of 210.93 feet, a chord bearing of N18°07'12"W, and a chord length of 207.36 feet to a point; thence N02°19'29"W, 227.80 feet to a point, said point lying on said south right-of-way line of West Fifth Street (AKA State Highway No. 330); thence, along said south right-of-way line of West Fifth Street (AKA State Highway No. 330) through a non-tangent curve to the left, having a central angle of 00°10'28", a radius of 22993.32 feet, an arc length of 70.00 feet, a chord bearing of N89°49'51"E, and a chord length of 70.00 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 1.48 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.

Professional Land Surveyor
THOMAS D. TUCKER
6812
Date: Nov. 4, 2020
WYOMING

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

H:\WP\LD\CITY\2020\2020-073-ROW.rtf

FEES: $21.00 SM DEDICATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

CITY OF SHERIDAN 55 GRINNELL PLZ
SHERIDAN WY 82801-3930

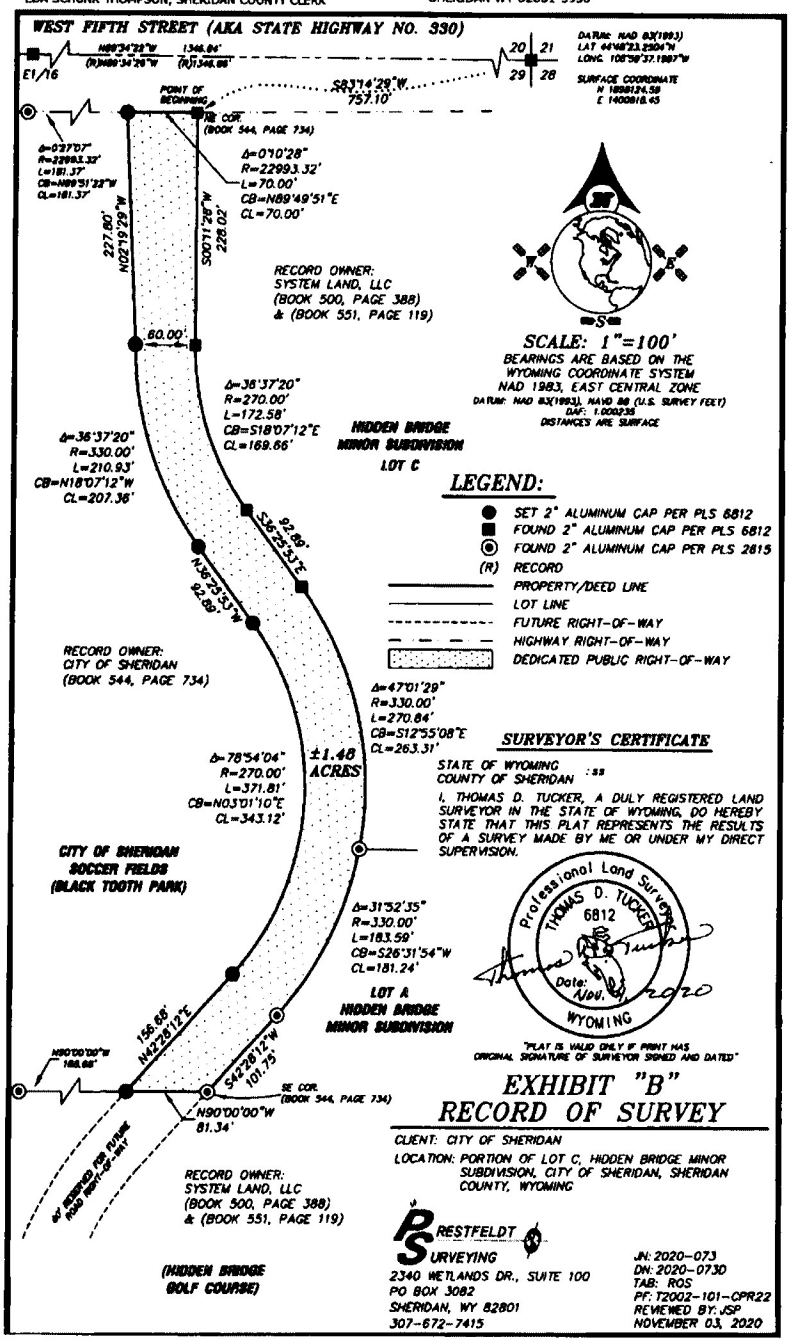
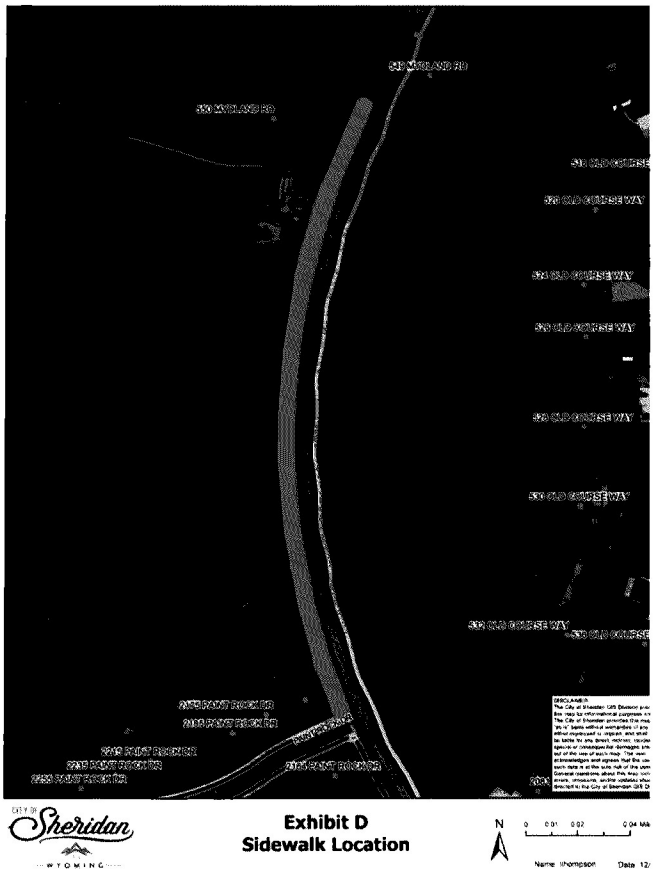



Exhibit D