

**ANNEXATION AGREEMENT AND PETITION
NON-CONTIGUOUS PROPERTY**

THIS ANNEXATION AGREEMENT, made this 4th day of November, 2010, by and between Park Properties LLC, and their heirs, successors in interests and assigns, hereinafter referred to as LANDOWNER, and the City of Sheridan, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows: 2259 and 2275 Day Ranch Rd.
SHERIDAN, WY 82801 (Exhibit A.)

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

WHEREAS, the LAND is currently not contiguous to the CITY; and

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

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

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

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

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

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

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

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

6. The parties further agree to the following specific items: n/A

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

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

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



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

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

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

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

DATED This 19th day of November, 2013.

CITY OF SHERIDAN:

Dave Kinskey
 Dave Kinskey, Mayor

LANDOWNER:

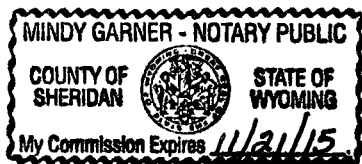
Martin S. MacCarty
 (MANAGER - Peak Power Sports, LLC)

ATTEST:

Scott Badley
 Scott Badley, City Clerk

STATE OF WYOMING)
)ss.
 COUNTY OF SHERIDAN)

On Nov. 19, 2013, personally appeared before me Martin S. MacCarty whom I know personally, to be the signer of the above and he acknowledged that he signed it.



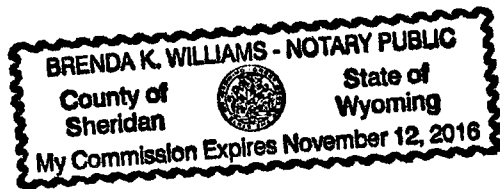
Mindy Garner
 Notary Public



My Commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On 11/19, 2013 personally appeared before me Dave Kinskey, Mayor of the City of Sheridan, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.





Notary Public
My Commission Expires:



LEGAL DESCRIPTION

EXHIBIT "A"

Record Owner: Paul A. Hando

November 14, 2013

Re: A Tract of Land (±2 Acres)

A tract of land situated in the SW¼NW¼ of Section 1, Township 55 North, Range 84 West, 6th P.M., 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:

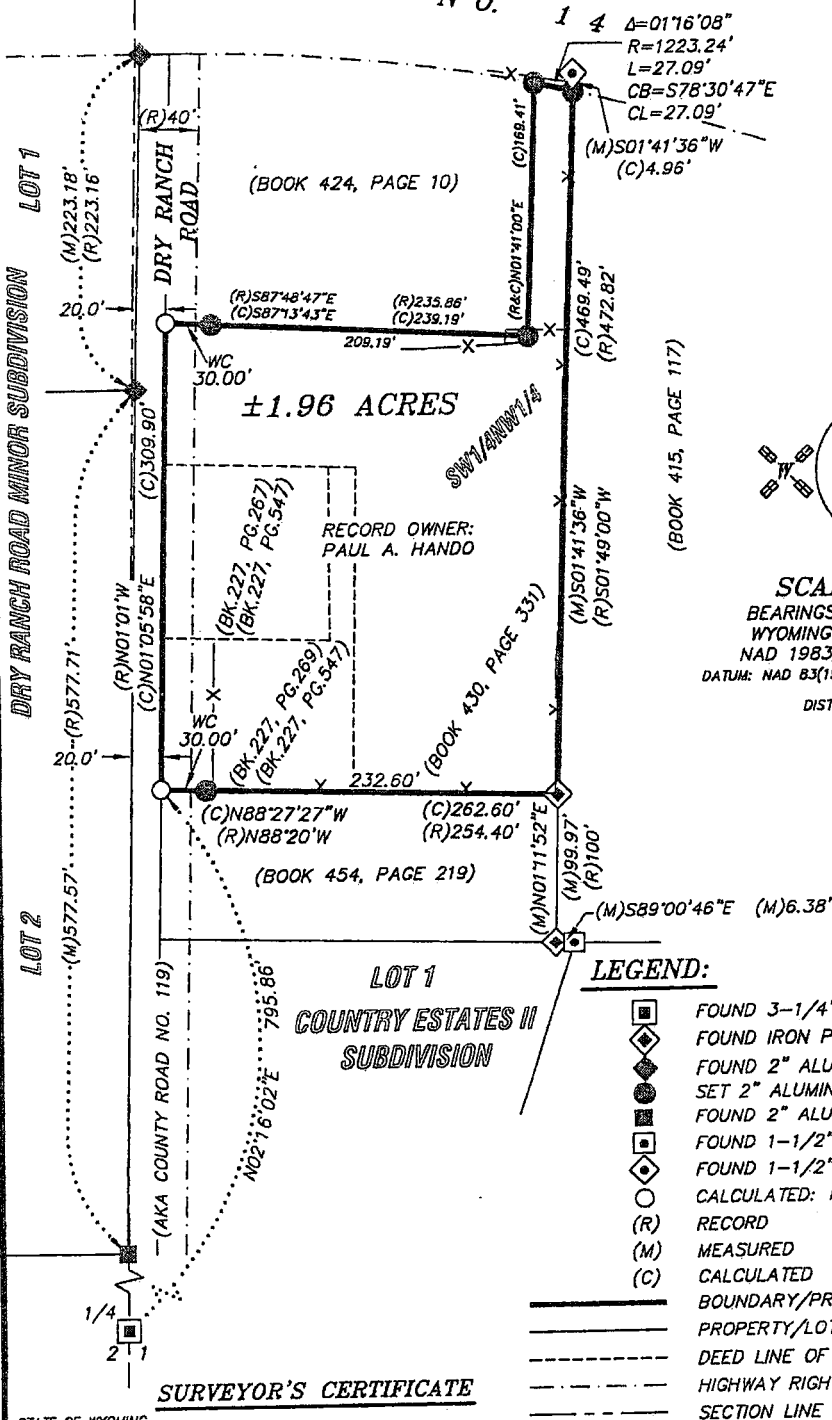
Commencing at the west quarter corner of said Section 1 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence N02°16'02"E, 795.86 feet to the **POINT OF BEGINNING** of said tract, said point lying on the centerline of Dry Ranch Road (aka County Road No. 114), and being the southwest corner of a tract of land described in Book 227 of Deeds, Page 547, also being twenty (20.0) feet east of the east line of Dry Ranch Road Minor Subdivision; thence, twenty (20.0) feet east of and parallel to said east line of Dry Ranch Road Minor Subdivision, N01°05'58"E, 309.90 feet along the west line of said tract described in Book 227 of Deeds, Page 547 and the west line of a tract of land described in Book 430 of Deeds, Page 331 to a point, said point being the southwest corner of a tract of land described in Book 424 of Deeds, Page 10; thence S87°13'43"E, 239.19 feet along the south line of said tract described in Book 424 of Deeds, Page 10 to a point, said point being the southeast corner of said tract described in Book 424 of Deeds, Page 10; thence N01°41'00"E, 169.41 feet along the east line of said tract described in Book 424 of Deeds, Page 10 to a point, said point lying on the southerly right-of-way line of U.S. Highway No. 14 and being the northeast corner of said tract described in Book 424 of Deeds, Page 10; thence, along said southerly right-of-way line of U.S. Highway No. 14, through a non-tangent curve to the right, having a central angle of 01°16'08", a radius of 1223.24 feet, an arc length of 27.09 feet, a chord bearing of S78°30'47"E, and a chord length of 27.09 feet to a point, said point being the northwest corner of a tract of land described in Book 415 of Deeds, Page 117; thence S01°41'36"W, 469.49 feet along the west line of said tract described in Book 415 of Deeds, Page 117 to a point, said point being the southeast corner of said tract described in Book 430 of Deeds, Page 331; thence N88°27'27"W, 262.60 feet along the south line of said tract described in Book 430 of Deeds, Page 331, and said south line of said tract described in Book 227 of Deeds, Page 547 to the **POINT OF BEGINNING** of said tract.

Said tract contains 1.96 acres of land, more or less.

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









EXHIBIT "B"

U. S. HIGHWAY NO.



SCALE: 1"=100'
BEARINGS ARE BASED ON THE
WYOMING COORDINATE SYSTEM
NAD 1983, EAST CENTRAL ZONE
DATUM: NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DAF: 1.000235
DISTANCES ARE SURFACE

LEGEND:

-  FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
 FOUND IRON PIPE/SET 2" AC PER PLS 2615
 FOUND 2" ALUMINUM CAP PER PLS 6812
 SET 2" ALUMINUM CAP PER PLS 2615
 FOUND 2" ALUMINUM CAP PER PE&LS 3159
 FOUND 1-1/2" ALUMINUM CAP PER PLS 102
 FOUND 1-1/2" YELLOW IRON PIPE
 CALCULATED: NOTHING FOUND/NOTHING SET
(R) RECORD
(M) MEASURED
(C) CALCULATED
—— BOUNDARY/PROPERTY LINE
—— PROPERTY/LOT LINE
---- DEED LINE OF RECORD
- - - HIGHWAY RIGHT-OF-WAY LINE
—— SECTION LINE

SURVEYOR'S CERTIFICATE

STATE OF WYOMING : ss
COUNTY OF SHERIDAN

I, RONALD W. PRESTFELDT, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



**"PLAT IS VALID ONLY IF PRINT HAS
ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"**

EXHIBIT "B"
RECORD OF SURVEY

CLIENT: FLYING H RANCH

LOCATION: SW1/4NW1/4, SECTION 1, TOWNSHIP 55 NORTH,
RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY,
WYOMING

RESTFELDT
SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

JN: 2013-093
DN: 2013-093D
TAB: EXHIBIT 1
PF: T2013-093
NOVEMBER 14, 2013