

PRE-ANNEXATION AGREEMENT AND PETITION

THIS ANNEXATION AGREEMENT, made this 19 day of April, 2018, by and between SADDLECREST, 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: See Exhibit A

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

DATED This 19 day of April, 2018

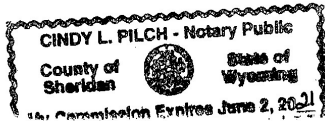
LANDOWNER: SADDLECREST, LLC



2018-746553 11/15/2018 10:51 AM PAGE: 3 OF 6
 BOOK: 577 PAGE: 705 FEES: \$27.00 HLM AGREEMENT - LEGAL
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING)
)ss.
 COUNTY OF SHERIDAN)

On April 19, 2018, personally appeared before me Jim Spell and JAYNIE Spell, whom I know personally, to be the signer of the above and he acknowledged that he signed it.



Cindy L. Pilch
 Notary Public
 My Commission Expires: 6-2-2021

CITY OF SHERIDAN:

Roger Miller
 Roger Miller, Mayor

ATTEST:

Cecilia Good
 Cecilia Good City Clerk

STATE OF WYOMING)
)ss.
 COUNTY OF SHERIDAN)

On November 13th, 2018, personally appeared before me Roger Miller, Mayor of the City of Sheridan, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.



Emily Breznau
 Notary Public
 My Commission Expires: 08-30-2022



WARRANTY DEED

James M. Spell and Jaynie K. Spell, Trustees of the James and Jaynie Spell Revocable Trust, under agreement dated the 21st day of September, 2016, Grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, convey and warrant to **SaddleCrest, LLC,** a Wyoming limited liability company, 2048 Summit Drive, Sheridan, WY 82801, Grantee, all of the real estate situate in Sheridan County, State of Wyoming, as described on **Exhibit A** attached hereto and incorporated herein,

Together with all fixtures, improvements thereon and all appurtenances thereto, including all appurtenant water and water rights, ditches and ditch rights, reservoirs and reservoir rights; subject to reservations, easements, covenants, and restrictions and rights-of-way of record,

And together with all mineral rights of any and all types owned or controlled by the Grantors, including, but not be limited to, coal, hard rock minerals such as gold and silver, as well as oil, gas, hydrocarbons and gravel in and underlying and that may be produced from the above-described lands,

Subject to reservations, easements, covenants, and restrictions and rights-of-way of record, and subject to all discrepancies, conflicts in boundary lines, shortages in area and encroachments which a correct survey and inspection would disclose and which are not shown in the public records.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

DATED this 26th day of January, 2018.

**James and Jaynie Spell Revocable Trust,
under agreement dated the 21st day of
September, 2016**

By: _____

James M. Spell, Trustee

By: _____

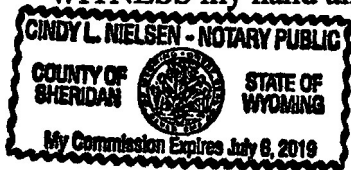
Jaynie K. Spell, Trustee



STATE OF WYOMING)
)
COUNTY OF SHERIDAN)

The foregoing Warranty Deed was acknowledged before me this 26th day of January, 2018, by James M. Spell and Jaynie K. Spell, Trustees of the James and Jaynie Spell Revocable Trust, under agreement dated the 21st day of September, 2016.

WITNESS my hand and official seal.



Cindy L. Nielsen
Notary Public

My commission expires: July 6, 2019



EXHIBIT A

A tract of land located within the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section 28, and within the South Half of the Southeast Quarter (S1/2SE1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 29, and within the Northeast Quarter of the Northeast Quarter (NE/4NE1/4) of Section 32, and within the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 33, all in Township 56 North Range 84 West, of the Sixth Principle Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point on the South line of said S½SE¼, said point located N89°09'03"W, 674.91 feet from the Northeast Corner of said Section 32; thence along said South line N89°09'03"W, 645.60 feet to the Northeast corner of Don Ena Estates, a subdivision of Sheridan County, Wyoming; thence along the North line of Don Ena Estates N89°09'08"W, 1975.30 feet to a point on the West line of the East Half of the Southeast Quarter of the Southwest Quarter (E½SE¼SW¼) of said Section 29; thence along said West line N0°12'26"E, 1372.36 feet to the Northwest corner of said E½SE¼SW¼; thence along the North line of said SE¼SW¼ and then along the North line of said S1/2SE1/4 S88°54'40"E, 1387.47 feet to a point on the Westerly line of a tract of land as depicted in Sheridan County Lot Division Permit No. 01-041; thence along said Westerly line S55°38'43"E, 2806.31 feet; thence continuing along said Westerly line S20°54'24"E, 914.70 feet to a point on the Northwesterly right-of-way of Wyoming State Highway No. 336; thence along said Northwesterly right-of-way S72°39'24"W, 703.06 feet; thence leaving said Northwesterly right-of-way N3°08'40"W, 785.22 feet; thence N55°38'43"W, 848.63 feet to the POINT OF BEGINNING.

AND

A tract of land located in the Northeast quarter of the Northeast quarter (NE¼NE¼) of Section 32, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows:

Commencing at the Northeast corner of said Section 32; thence along the East line of said Section 32, S 3°08'40" E for a distance of 469.60 feet, to the point of beginning; thence continuing along said East section line, S 3°08'40" E for a distance of 785.22 feet, to a point on the North Right-of-Way line of State Highway No. 331; thence along said Right-of-Way line, S 72°39'24" W for a distance of 219.45 feet; thence N 89°23'23" W for a distance of 1,088.71 feet to a point in a fence line; thence along said fence line, N 1°18'56" W for a distance of 1,325.77 feet, to a point on the North line of said Section 32; thence along said North line of Section 32, S 89°09'03" E for a distance of 584.97 feet; thence S 55°38'43" E for a distance of 848.63 feet, to the point of beginning.

AND

Township 56 North, Range 84 West, 6th P.M.
Section 29: W½SW¼, W½SE¼SW¼