

**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. WHEREAS, 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

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 in 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 perpetuity 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 is 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

VeeAnn Woody, Agent
BY:

State of Wyoming)
)ss
County of Sheridan)

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



Susan M. Goodman
Notary Public

My commission expires June 12, 2014

CITY OF SHERIDAN

Dave Kinskey
Dave Kinskey, Mayor

ATTEST:

Scott Badley
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 SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ 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 N $\frac{1}{2}$ SE $\frac{1}{4}$ 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 NE $\frac{1}{4}$ SE $\frac{1}{4}$ (Set 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence N88°46'36"W, 1349.34 feet along the south line of said N $\frac{1}{2}$ SE $\frac{1}{4}$ to the southwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ (Set 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence N88°46'40"W, 1347.27 feet along the south line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ (Set 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence N00°25'43"W, 1316.92 feet along the west line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the northwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ (Set 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence N00°45'16"W, 1295.17 feet along the west line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to the northwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ (Set 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence S87°44'48"E, 1355.56 feet along the north line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to the northeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap Per PE & LS 3864); thence S87°44'37"E, 626.18 feet along the north line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ 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 SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence S00°10'59"E, 1258.25 feet along the east line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the southeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence S87°58'56"E, 1352.07 feet along the north line of said N $\frac{1}{2}$ SE $\frac{1}{4}$ 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.

LEGAL DESCRIPTION

Record Owner: System Land LLC
June 28, 2010

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

A tract of land situated in the NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ 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 (Monumented with a 3 $\frac{1}{4}$ " 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 3 $\frac{1}{4}$ " 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 3 $\frac{1}{4}$ " 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 N $\frac{1}{2}$ SE $\frac{1}{4}$; 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 3 $\frac{1}{4}$ " 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 E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 29; thence N00°05'24"W, 2527.04 feet along the west line of said E NW $\frac{1}{4}$ to a point (Set 3 $\frac{1}{4}$ " 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 1 $\frac{1}{2}$ " 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 NE $\frac{1}{4}$ NE $\frac{1}{4}$ 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 (Monumented with a 3 $\frac{1}{4}$ " 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 northwest corner of Cloud Peak Ranch Annexation 2 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence S00°49'29"W, 852.50 feet along the east line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 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 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.

