

## PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT, made this 1 day of ~~May~~<sup>June</sup>, 2021, by and between TCPEH, LLC, a limited liability company and Pilch Pond, LLC, a Wyoming limited liability company, or their successors in ownership to the lands affected hereby (referred to as LANDOWNER) and the City of Sheridan, Wyoming, a municipal corporation (referred to as CITY).

*WHEREAS*, the LANDOWNER is the record owner of a certain tract of land, described as follows: See Exhibit A, attached hereto, and this tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND; and

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

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

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

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

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

1. The parties acknowledge that the LAND is currently not contiguous to the City limits of the CITY but may, at some future date, be within the growth area of the CITY. The LANDOWNER agrees not to contest future annexation proceedings, if the LAND becomes contiguous to the CITY's corporate boundaries and municipal water, sewer and other City-services become available for connection to and within 400 feet of the LAND.

2. If future annexation proceedings are implemented, LANDOWNER will take all remaining actions necessary at the time, at the direction of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. To the extent the LAND is included in them, the LANDOWNER shall adhere to the **City Comprehensive Plan**, appropriate restrictions pertaining thereto, and the **2001 City of Sheridan Traffic Study**, and all amendments thereto. A notice of this Agreement shall be recorded and noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council upon becoming contiguous to the City limits and City water and sewer being made available to the LAND". The commitment to annex shall be recorded against the LAND a covenant running with the property known as the LAND, enforceable by the CITY.

3. Upon annexation to the CITY and upon City services being within 400 feet of the LAND, the CITY shall provide municipal services, including but not limited to water and sewer services, on the same level as provided to other areas of the CITY, according to state statutes and local ordinances. The CITY shall not be responsible for the installation of water and sewer lines or connection lines within the LAND. LANDOWNERS shall be responsible for all installation costs of municipal utilities, up to a maximum of 400 feet from the LAND, per City of Sheridan Ordinance and recapture agreements.

4. LANDOWNER agrees to sign any petition(s) or any other document(s) reasonably required to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process which would permit it to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of

LANDOWNER's LAND until additional logical and adjacent properties may be annexed simultaneously. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY, and the CITY may initiate the annexation of the LAND described above at any time after the LAND qualifies for annexation and municipal services are available.

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

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

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

8. If any section, clause, or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of any remaining portions hereof that remain lawful.

DATED this 1st <sup>June</sup> day of ~~May~~, 2021.

CITY OF SHERIDAN:

Richard Bridger  
Richard Bridger, Mayor

LANDOWNER:

Tom Pilch  
TCPEH, LLC and Pilch Pond, LLC

ATTEST:

Cecilia Good  
Cecilia Good, City Clerk

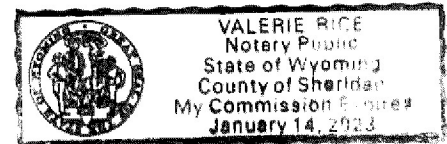
STATE OF WYOMING )  
)ss.

COUNTY OF SHERIDAN )

On <sup>June</sup> ~~May~~ 1, 2021, personally appeared before me Tom Pilch as member of Pilch Subdivision – Conservation Design.

Valerie Rice  
Notary Public

My Commission Expires:



STATE OF WYOMING )  
)ss.

COUNTY OF SHERIDAN )

On <sup>June</sup> ~~May~~ 1, 2021, personally appeared before me Richard Bridger, Mayor of the City of Sheridan, Wyoming.

Susan M. Goodman  
Notary Public

My Commission Expires:

