

ANNEXATION AGREEMENT AND PETITION
NON-CONTIGUOUS PROPERTY

THIS ANNEXATION AGREEMENT, made this ____ day of _____, 20__, by and between Sam & Lisa Saunders, hereinafter referred to as LANDOWNER, and the City of Gillette, 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:

Lot 2A of Donkey Creek Subdivision, according to the official plat thereof , recorded at Book ____ of Plats, Page _____. The physical address of the property is 3661 Donkey Creek Drive.

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 not currently contiguous to the CITY but is within the natural growth area of 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 not currently contiguous to the City limits of the CITY but is within the natural growth area of the CITY. After becoming contiguous, 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, upon becoming contiguous to the CITY limits, on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the City Land Use Plan, appropriate restrictions pertaining thereto, and the Major Street Plan. All lands existent at the time of this AGREEMENT, if subdivided and approved by Campbell 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 Gillette 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 Gillette 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 Gillette, and the LANDOWNER

shall certify such compliance to the Building Inspection Division of the City of Gillette.

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. and therefore constitutes a waiver of the LANDOWNER'S right to file protests and remonstrances, as provided by §15-6-202(d) and §15-6-203, W.S. 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, pursuant to City ordinances are as follows:

- a) Street and sidewalk improvements as may be required;
- b) Storm drain as required.

6. The parties further agree as follows:

- a. The CITY agrees to continue to provide water service to the LAND as stated in the original Water Service Agreement recorded in Book 1163 of Photos, Page 384-388.
- b. The water service is limited to a maximum of a one (1) inch domestic water service. No more than one (1) single family residential dwelling may be connected to the existing water service connection on the lot.
- c. The CITY agrees to continue to provide one (1) sanitary sewer service to the LAND for the existing single family residential dwelling.
- d. The CITY agrees to provide water and sanitary sewer to the LAND at the prevailing user rate for the class of service contemplated.
- e. The LANDOWNER acknowledges the need for the CITY to have access to any metering equipment located on the property and further agrees to allow access to such equipment.
- f. No private well may be connected to the potable water system and the LANDOWNER acknowledges that the CITY water shall be the primary water service for the LAND.
- g. The use of the LAND prior to annexation will be subject to the County Zoning and Subdivision Regulations.
- h. The CITY makes no commitment regarding the zoning classification which would be adopted for the LAND at the time of annexation.
- i. After annexation, the LAND will be served by the CITY electrical system, at such time as arrangements for the changeover have been made with Powder River Energy Corporation.
- j. Any further subdivision of the LAND will require that a subdivision plat be filed under the Subdivision Regulations of Campbell County and the City of Gillette.

7. Upon contiguity, the LANDOWNER hereby petitions the Gillette 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 Gillette. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City Clerk at any time after the area becomes contiguous to the City of Gillette, 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. LANDOWNER agrees to provide an Annexation plat, prepared by the Wyoming registered land surveyor, at its sole cost and expense. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's land until more of the remaining land within its subdivision can be annexed simultaneously. 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 ensure 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 Sixth Judicial District in Campbell 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 _____ day of _____, 20__.

LANDOWNER:

CITY OF GILLETTE:

Tom Murphy, Mayor

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me
_____,

_____ Whom I know personally
_____ whose identity I verified on the basis of _____,
_____ whose identity I verified on the oath or affirmation of _____,
a credible witness,

to be the signer of the above and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires:

STATE OF WYOMING)
)ss.
County of Campbell)

On _____, 20__, personally appeared before me Tom Murphy,
Mayor of the City of Gillette, Wyoming, whom I know personally, to be the signer
of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires: