

ANNEXATION AGREEMENT AND PETITION  
CONTIGUOUS PROPERTY

THIS ANNEXATION AGREEMENT, made this 5<sup>th</sup> day of September, 2014, by and between Marlene Janis Fetty, 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, according to a Warranty Deed recorded with the Campbell County Clerk and Recorder of Deeds at Book 384 of Photos, page 221, more particularly described as follows:

A tract of land in the NW1/4NW1/4 of Section 35, Township 50 North, Range 72 West of the Sixth P .M., Campbell County, Wyoming, more particularly described as follows:

Beginning at a point which is N89°34'East 840' and South 458.20' from the NW corner of Section 35, Township 50 North, Range 72 West of the Sixth P.M., Campbell -County, Wyoming, thence South 443 .17' ; thence East 200'; thence North 424.44'; thence follow the curve of Radius 1,834.78.' . Southerly along the South line of a road, the long chord of which is N84°39 'W 200 .87' to the point of beginning. Said tract contains 2.00 acres, more or less.

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 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 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 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.
- c) Wastewater (Sewer) main line.

6. The parties further agree as follows:

- a. The CITY agrees to provide water service to the LAND for the existing single family residential dwelling. Water service is currently existing on the north property line of the LAND.
- b. The LANDOWNER shall be entitled to water service upon payment of the prevailing Plant Investment Fees for such service.
- c. This request for 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 each water service connection.
- d. The LANDOWNER agrees to install a CITY approved meter as required by City Codes.
- e. The CITY agrees to provide water to the LAND at the prevailing user rate for the class of service contemplated.
- f. The LANDOWNER will obtain any necessary plumbing, building, zoning, or other permits as required by Campbell County.
- g. 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.
- h. 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.
- i. The private septic system on the LAND will be allowed to remain in place until such time it fails. If City sewer is within 250 feet of the property boundary at the time the septic system fails, the LANDOWNER shall connect to the City sanitary sewer system at their sole cost in accordance with Chapter 17-10 of the Gillette City Code. Any future extensions of the sewer service will be the responsibility of

the LANDOWNER and shall be governed by the City Subdivision Regulations and City Design and Construction Standards.

- j. The use of the LAND prior to annexation will be subject to the County Zoning and Subdivision Regulations.
- k. The CITY makes no commitment regarding the zoning classification which would be adopted for the LAND at the time of annexation.
- l. 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.
- m. 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. 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 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 the vicinity 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.

