

887019

**ANNEXATION AGREEMENT AND PETITION
NON-CONTIGUOUS PROPERTY**

THIS ANNEXATION AGREEMENT, made this 5th day of February, 2007, by and between Eileen Hickie and Rodney McMullen, owners of the Hitching Post Mobile Home Park, 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:

A Tract of Land situate in a part of the SE1/4 SW1/4 of Section 12, Township 49 North, Range 72 West of the 6th P.M., Campbell County, Wyoming. Being more particularly described as follows:

Commencing at the SW corner of Sec. 12, T49N, R72W, being monumented with a 3 1/2" Brass Capped pipe (B.C.), RLS 366; thence along the Boundary between Sec. 12 and Sec. 13, N 89°17'21" E 2532.56 ft to a 2" Aluminum Cap (A.C.), PLS 538, on a 5/8" x 24" rebar, being on the Easterly Right-of-Way line of Highway #59; thence continuing along the Bndry. Between Sec. 12 and Sec. 13 N 89°17'21" E 136.04 ft to a 3 1/2" B.C., RLS 366, marking the S 1/4 corner of Sec. 12; thence N 0°18'39" E 782.86 ft. along the N-S 1/4 line of Sec. 12 to a 2" A.C., PLS 538, on a 5/8" x 24" rebar, being the TRUE POINT OF BEGINNING of this description; thence continuing along the N-S 1/4 line of Sec. 12 N 0°18'39" E 542.99 ft. to a 3 1/2" B.C., LS 150, marking the center-center S 1/16 corner of Sec. 12; thence along the S 1/16 line of Sec. 12 S 88°55'47" W 710.45 ft. to a 2" A.C., PLS 538, on a 5/8" x 24" rebar, being on the Easterly R/W line of Hwy. #59; thence along said Easterly R/W line S 33°21'26" E 208.11 ft to the Point of Curve of a Horizontal Curve concave Southwesterly having a Central Angle of 13°55'16", and a Radius of 1959.86 ft; thence along said curve an arc length of 476.19 ft. to a 2" A.C., PLS 538, on a 5/8" x 24" rebar; thence N 79°40'05" E 388.11 ft. to the TRUE POINT OF BEGINNING. Said Parcel contains 7.18 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 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. Except for manufactured homes placed on leased spaces for rental purposes, the LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the currently adopted 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., 1977, 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., 1977. 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) Water - Any subdivision/property that is served by a central water supply system which was not constructed to meet DEQ standards or does not provide fire protection or a subdivision/property that is not served by a central water supply system shall be required to upgrade that system and/or connect to the City's water system or other community water system that meets DEQ standard and provides fire protection capability at time of annexation. Such connection or upgrade shall be in compliance with the City's Water Policy and shall be solely at the cost of the affected property owner.
- b) Drainage improvements (if dictated by a Master Drainage study for the entire SDHW&S District). All drainage improvements determined to be necessary for a specific area within the District shall be coordinated with street improvements and the timing of the construction will most likely coincide with street improvements.
- c) Streets – Mobile Home Parks – Any mobile home park included within the District shall provide all-weather driving surfaces in dedicated easements as well as two paved, off-street parking spaces per lease space within two years of annexation. The cost associated with any required street upgrade shall be borne solely by the affected property owner.

6. The parties further agree as follows:

- a) Pursuant to the LANDOWNER'S desire to obtain sewer service to the LAND, the CITY agrees to provide sewer

treatment at the user rates for non-contiguous property as specified by City Ordinance. The Hitching Post Mobile Home Park is an existing mobile home park containing 33 lease spaces located in the county. As an existing mobile home park, full compliance with the minimum standards for a City mobile home park is not required. Additional development activities can not result in an increase in density that reduces existing lot size, lot width or street easement width below minimum standards. The minimum improvements required are specified in Section 5 (a), (b) and (c) above and in 6 (l). So long as these are met, then following annexation the LANDOWNER may continue to operate the property as it is currently operated.

- b) The CITY and the South Douglas Highway Water and Sewer District (SDHW&SD) have entered into a Sewer Utility Service Agreement, approved by the Gillette City Council June 16, 2003, (hereinafter AGREEMENT) to allow members of the District to access the CITY's sanitary sewer system and the LAND is in the District and therefore bound by the terms of the agreement between the CITY and the District regarding specific improvements and obligations.
- c) The LANDOWNER is requesting to make a one (1) master metered sewer service connection to serve the Hitching Post Mobile Home Park located on the LAND. A metering pit will be required to be installed at the property line. The sewer service line beyond the metering pit and all internal park sewer collection lines will remain private. The CITY will provide no maintenance on the private system. The LANDOWNER will be responsible for payment of the monthly service billing and for establishing the billing account with the CITY.
- d) All costs of making the sewer connection, including the installation of any required metering equipment, is the responsibility of the LANDOWNER. This includes the deactivation of the existing septic tank and leach field in accordance with state and local requirements. The LANDOWNER acknowledges that the CITY is agreeing to allow the LANDOWNER to connect onto the City sewer main located in an easement located on their property adjacent to Hwy 59 that was constructed by the City and extended to serve the Antelope Valley subdivision. Any and all additional sewer easements or right-of-way, if required, will be provided by the LANDOWNER at no expense to the City.
- e) The CITY has no responsibility to maintain any service line or extend any other CITY service beyond what is currently available. The LANDOWNER agrees to install the sewer service line and metering pit to CITY specification.
- f) The Plant Investment Fee (PIF) owed is calculated on non-contiguous property outside the City based on the size of the water meter that would be required to serve the mobile home park. The cost of the PIF will be established using total fixture count and water demand as calculated from the

ICC Plumbing Code. The PIF and monthly service charge is established by City Ordinance.

- g) No service connections may be made or service provided to any property outside of the LAND covered by this Agreement or for more service connections than specified in paragraph (c) above without prior approval by the City Council.
- h) The LANDOWNER will obtain a plumbing permit from the CITY when sewer service is desired. The service connection onto the City sewer main shall be constructed to CITY standards shall be inspected by the CITY. The LANDOWNER will also obtain any additional plumbing, building or zoning permits and inspections required by Campbell County.
- i) The CITY will not provide water service to the LAND at this time. The LAND will be required to connect to the City water system or other public water system as described in Section 5. a) after annexation if the existing water system is not capable of providing adequate fire flow and protection. All costs associated with making the water connection or upgrading of the system to meet minimum fire protection standards is the responsibility of the LANDOWNER and shall be made in accordance with applicable City or DEQ regulations.
- j) Any further division or splitting of the LAND will require that a subdivision plat be filed under the Subdivision Regulations of Campbell County and the City of Gillette. In the event that any future division of the LAND occurs all separate land parcels shall be required to establish a separate sewer connection for each lot created and the LANDOWNER shall be required to pay all additional Plant Investment Fees for those connections. Council permission must be obtained prior to any additional connections.
- k) Except for manufactured homes placed on leased spaces for rental purposes, the LANDOWNER shall construct all other new buildings or structures on the property in complete conformity with the current adopted Building Codes and all other codes, as adopted by the City of Gillette. Until annexation, all new buildings and structures, other than manufactured homes, will require a building permit, inspections and approval from the County. Except as set forth in Section 6.a) herein, all uses of the LAND, buildings or structures on the property connected to CITY services shall be in conformance with County Zoning Regulations.
- l) The Hitching Post Mobile Home Park is an existing mobile home park in the County. Within 24 months of the date of annexation, the LANDOWNER agrees to pave all internal streets, provide fire protection and provide two (2) off-street paved parking spaces per lease space, control drainage within the park, if these improvements have not already been installed. The above described improvements will be to minimum standards required under the mobile home park standards as specified in the City Subdivision Regulations and applicable sections of the City Zoning Ordinance. Sidewalks, curb and gutter are not required to be installed in

Hitching Post Mobile Home Park as a condition of this Agreement.

- m) At the time of annexation, the LANDOWNER agrees to execute a Completion Agreement and post appropriate security guaranteeing the proper and timely completion of all outstanding improvements specified in Section 5. (a), (b), (c) and 6. (l) above. All security commitments must be approved by the City Attorney and shall be for 100% of the cost of all required improvements not completed prior to annexation.
- n) The City makes no commitment regarding the zoning classification which would be adopted for the LAND at the time of annexation, however it is acknowledged that the current County zoning classification for the property is M-P, Mobile Home Park District. The current use of the LAND is consistent with the CITY'S M-H, Mobile and Manufactured Home District and is large enough in area to be a free-standing Mobile Home District in the City. It will be recommended that the LAND be zoned M-H, Mobile and Manufactured Home District at time of annexation.
- o) 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.
- p) Future annexation of the LAND will be at the sole discretion of 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 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 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 12 day of January, 2007.

LANDOWNER:

Eileen Hickie

Eileen Hickie, owner

Rodney McMullen

Rodney McMullen, owner

CITY OF GILLETTE:

Duane Evanson

Duane Evanson, Mayor



Kathlene Abelseth
Kathlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

On 2-5, 2007, personally appeared before me Duane Evanson, 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.

TRACY LYNN OLSON - NOTARY PUBLIC
County of Campbell
State of Wyoming
My Commission Expires Oct. 15, 2008

Tracy Lynn Olson
Notary Public
My Commission Expires:

Page 7

Book 2233 of Photos, page 249

STATE OF WYOMING

County of Campbell

) ss.
)

SHERREL A. PROSSER

Notary Seal - Iowa

Commission # 125423

6-1-07

On 1-13, 2007, personally appeared before me Eileen Hickie, owner,
on behalf of the Hitching Post Mobile Home Park.

X 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 acknowledged that he signed it.

Sherrel A. Prosser
Notary Public

My Commission Expires: 6-1-07

STATE OF WYOMING

County of Campbell

) ss.
)

On January 18, 2007, personally appeared before me Rodney McMullen,
owner, on behalf of the Hitching Post Mobile Home Park.

_____ Whom I know personally

X whose identity I verified on the basis of Driver's License

_____ whose identity I verified on the oath or affirmation of _____, a
credible witness,

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

TRACY LYNN OLSON - NOTARY PUBLIC

County of
CampbellState of
Wyoming

My Commission Expires Oct. 15, 2008

Tracy Lynn Olson
Notary Public

My Commission Expires: Oct. 15, 2008

Pluser/cases/AA06.009 Hitching Post MH Park Annexation Agreement

STATE OF WYOMING

Campbell County

} ss.

Filed for record this 21st day of February

A.D., 2007 at 1:46 o'clock P M. and recorded

in Book 2233 of Photos

on page 243-249 Fees \$ 26.00

RECORDED ✓

ABSTRACTED ✓

INDEXED ✓

CHECKED ✓

Susan Gunders

887019

County Clerk and Ex-Officio Register of Deeds

By

Deputy Edna Miller

