

2021-766077 2/3/2021 9:26 AM PAGE: 28 OF 46 FEES: \$153.00 IH AGREEMENT - LEGAL EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

- 6. <u>Services.</u> 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 taid 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. <u>Transportation Corridor Right-of-Way</u>, 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 <u>December 31, 2010</u>, 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. <u>Future Platting and Development</u>. 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.
- 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.