

ANNEXATION AGREEMENT

ALPINE LAKES ADDITION TO THE TOWN OF ALPINE

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 2024, by and between the **TOWN OF ALPINE**, a Wyoming municipality (the “Town”), P.O. Box 3070, Alpine, Wyoming 83128; and **PALISADES INVESTMENTS, LLC**, a Wyoming limited liability company (the “Landowner”), P.O. Box 3930, Alpine, Wyoming 83128.

WITNESSETH

WHEREAS, the Landowner owns approximately thirty-three (33) acres of land located in Lincoln County that are contiguous to Town boundaries, which property is more particularly shown on the survey plat titled “ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE” attached hereto as **EXHIBIT A** (the “Plat”), and is described in the legal description titled “LEGAL DESCRIPTION FOR ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE” attached hereto as **EXHIBIT B**, both by this reference made a part hereof; said lands being connected by land and public rights-of-way to the Town (the “Property”); and

WHEREAS, the Landowner desires and proposes to have the Town annex the Property, to be known as the “ALPINE LAKES ADDITION TO THE TOWN OF ALPINE”, with the Property to be zoned pursuant to Town ordinances as Single-Family Residential (R-1) and Mixed Residential and Commercial (MRC), as shown on the “EXHIBIT OF ZONING FOR ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE” attached hereto as **EXHIBIT C**, and to develop the Property in phases; and

WHEREAS, the Landowner desires to receive Town services from annexation of the Property into the Town in accordance with Wyoming law and the Town’s ordinances; and

WHEREAS, the Landowner has filed a proper petition for annexation of the Property to the Town pursuant to and in accordance with the provisions of pursuant to Wyoming Statutes §§ 15-1-401 et seq., and in accordance with the Town’s annexation ordinance, subject to the execution of this Agreement and pursuant to and in accordance with the terms and provisions herein contained; and

WHEREAS, the Town has concluded that entering into this Annexation Agreement under the terms and conditions of this Agreement, will enable the Town to review and approve development of this area, permit the sound planning and development of the Town, and otherwise enhance and promote the health, safety, and general welfare of the Town; and

WHEREAS, the Town has held the public hearing on the proposed annexation of the Property, pursuant to due notice and publication, all as prescribed by law, and the Town finds that it is in the best interest of the Town that the Property be annexed to Town in accordance with the provisions of this Agreement; and

WHEREAS, the Landowner, in hereafter developing the Property or any portions of the Property, agrees to accomplish such development in accordance with Wyoming law, the Town's ordinances, and the provisions set forth in this Agreement, which provisions contains certain requirements and conditions for development of the Property in addition to those contained in Wyoming law and the Town's ordinances.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledge, Town and Landowner agree as follows:

1. INCORPORATION OF RECITALS. The above Recitals are hereby incorporated into this Agreement.

2. ANNEXATION. Upon the execution of this Agreement, the Town will complete its annexation of the Property into the Town's corporate limits pursuant to Wyoming Statutes §§ 15-1-401 et seq., and in accordance with the Town's annexation ordinance.

3. RIGHT TO DEVELOP PROPERTY PURSUANT TO EXISTING MASTER PLAN. The Town agrees that annexation of the Property shall be subject to the existing Master Plan approved the Board of Commissioners of Lincoln County, Wyoming on September 5, 2018, a copy of which is attached hereto as **EXHIBIT D** (the "Existing Master Plan"). The Landowner, in Landowner's sole discretion, may proceed to develop the Property in accordance with the Existing Master Plan, subject only to the other requirements of this Agreement for development of the Property in accordance with the Town's development standards and the requirements of this Agreement that do not conflict with the Existing Master Plan.

4. TOWN'S APPROVAL OF ALTERNATIVE PROPERTY DEVELOPMENT. If the Landowner decides not to proceed with development of the Property pursuant to the Existing Master Plan, Landowner agrees that development of the Property pursuant to the Plat, and that all such development of the Property shall be in accordance with the Town ordinances and the requirements of this Agreement.

5. INFRASTRUCTURE CONSTRUCTION RESPONSIBILITY. The Landowner agrees that all public improvements required for development of the Property ("Infrastructure") shall be reviewed and approved, and constructed and/or installed, as follows:

a. INFRASTRUCTURE PLANS. Landowner will file with the Town for review and approval a complete set of infrastructure plans ("Infrastructure Plans") for each phase of development of the Property, which plans shall contain the information required

by Town ordinances, including plans for all Infrastructure, including but not limited to, streets, water and sewer lines, and fire protection installations, and shall show the proposed location of all easements and all existing utilities affected by the development of the Property. Such Infrastructure Plans will be incorporated herein by reference as if set forth in full.

b. CONSTRUCTION OF PROPERTY INFRASTRUCTURE. Unless otherwise agreed, the Landowner shall, at Landowner's sole expense, design and construct and/or install all Infrastructure shown in the Infrastructure Plans for each phase of development of the Property. Unless otherwise agreed in writing by the Town, the Landowner shall construct all Infrastructure within each phase of development of the Property in strict accordance with the Infrastructure Plans, which shall include Standard Engineering Drawings and Specifications ("Standard Specifications"), and the Town ordinances in effect at the time this Agreement is signed. The Standard Specifications and Town ordinances are incorporated herein by reference as if set forth in full.

c. CONSTRUCTION OF OTHER INFRASTRUCTURE. The Landowner agrees that the Landowner, at the Landowner's sole expenses, shall complete the following other improvements:

i. EXTENSION OF WATER AND SEWER LINES TO THE PROPERTY. The Landowner will construct and/or install the Infrastructure required to extend the main water and sewer lines from the Town's existing water and sewer lines located in _____ into the Property.

ii. ACCESS TO THE PROPERTY FROM HIGHWAY 26. The Landowner will work with the Town and the Wyoming Department of Transportation ("WY DOT") to determine whether any additional Infrastructure will be required for access to the Property from Highway 26.

6. TOWN APPROVALS. All Infrastructure proposed to be dedicated to the Town by the Landowner, including but not limited to, water and sewer improvements, any public amenities, and all road access required as a part of Landowner's development of the Property, will be subject to Town design review and approval.

a. DOMESTIC WATER SYSTEM. The Landowner agrees that all water system design and construction will be in full compliance with standards of the Town, the Wyoming Department of Environmental Quality ("WY DEQ"), and any other agencies having jurisdiction.

b. SEWER SYSTEM. The Landowner agrees that all sewer system design and construction will be in full compliance with standards of the Town, WY DEQ, and any other agencies having jurisdiction.

c. **ROADS WITHIN THE PROPERTY.** The Landowner agrees that all road design and construction will be in full compliance with standards of the Town, WY DOT, and any other agencies having jurisdiction.

7. **CONSTRUCTION STANDARDS AND REQUIREMENTS.** All construction on the Property shall be conducted and completed in accordance with Wyoming law, the Town's ordinances, and the terms of this Agreement. All required public improvements for the Property shall be constructed in accordance with Town ordinances regarding construction standards, and once completed, shall be dedicated to the Town. Prior to commencing any construction or development of any buildings, structures, or other work or improvements on the Property, the Landowner shall secure any and all permits the Town or any other governmental entity having jurisdiction over the work may require. The Landowner shall construct, or cause to be constructed, all improvements for the Property in conformity with all applicable federal, state and/or local laws, rules, and regulations.

8. **PAYMENT OF FEES.** The Landowner shall pay to the Town all required fees in a timely manner. Payments shall include credits to which the Landowner is entitled as successor-in-interest pursuant to the "FIRST AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING TRANSFER OF WATER AND SEWER INFRASTRUCTURE; RECAPTURE OF RELATED EXPENSES; AND ANNEXATION OF SUBDIVISIONS" that was executed on December 20, 2022, attached hereto as **EXHIBIT E**. In the event the Landowner fails or refuses to pay any of the fees, charges, or costs set forth in this Agreement, the Town may declare the entire unpaid balance immediately due and payable and collect such sums in manner provided by law, or may pursue any other remedy as may be available to the Town. All such remedies shall be cumulative, and the Town may pursue the same separately or simultaneously, as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Wyoming. In addition to the remedies set forth herein, if the Landowner fails or refuses to pay any of the fees, charges, or costs set forth herein, the Town will not be obligated to accept the improvements completed pursuant to this Agreement.

9. **INSPECTIONS BY TOWN.** Town may, at its option, perform periodic inspections of the improvements being constructed and/or installed by the Landowner. The Town shall have the reasonable right of access to the Property during periods of construction to inspect or observe work thereon.

10. **MAINTENANCE DURING CONSTRUCTION.** During construction, the Landowner shall keep the Property and all adjacent streets, public and private, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by the construction, and shall contain all construction debris and provide dust and mud control so as to prevent scattering via wind and/or water.

11. **AS CONSTRUCTED INFRASTRUCTURE PLANS.** Prior to the Town's acceptance of the Infrastructure, the Landowner will file "As Constructed" Infrastructure Plans

("As Constructed Plans") with the Town. The As Corrected Plans shall be prepared by a Wyoming licensed engineer and shall show the actual constructed location of all Infrastructure within the Property, including the horizontal and vertical locations of all water and sewer lines, individual building service lines, and all street grades. The As Constructed Plans shall also specifically show all changes between the original Infrastructure Plans and the Infrastructure as actually constructed. The engineer shall also certify upon the As Constructed Plans that such plans correctly show all Infrastructure as actually constructed and that such Infrastructure have been constructed in accordance with the Standard Specifications and Town ordinances in effect at the time this Agreement was signed.

12. INFRASTRUCTURE WARRANTY. The Landowner shall warrant the materials and workmanship of all Infrastructure installed on the Property for a period of twelve (12) months from and after the date of final inspection and approval by the Town of the Infrastructure. The Landowner shall further warrant that it has provided good title to all Infrastructure, and shall provide the Town with proof that all contractors, subcontractors, and materials suppliers have been paid in full for such Infrastructure through the submission of paid invoices, which shall be included in the Landowner's request for Town acceptance of the Infrastructure.

13. TOWN COMMITMENTS. Subject to Landowner's compliance with the Town ordinances and the provisions of this Agreement with respect to development of the Property, the Town agrees:

a. APPROVAL OF PLAT. The Town hereby approves the Plat for Development of the Property.

b. ZONING. Town will zone the Property as shown on EXHIBIT C.

c. EXPEDITED APPROVALS. The Town shall expedite, to the extent reasonably possible, Town review and permitting processes required for the Landowner's development of the Property under applicable Wyoming law and Town ordinances.

d. VARIANCE GRANTS. The Town will grant variances to the Landowner, for the Landowner and any and successors or assigns, as follows:

i. WATER WELL FOR IRRIGATION. The Landowner shall be allowed to maintain and operate an existing water well to provide irrigation water for the Property; provided that water therefrom shall only be used for irrigation purposes on lands located within the Property.

ii. SEPTIC SYSTEMS. The Landowner, and any successors or assigns, shall be allowed to install and use, or to continue to use septic systems on 1-acre lots; provided, that as soon as Town septic system lines are installed adjacent to the 1-acre lots, then any 1-acre lot without a septic system shall be required to

connect to the Town's sewer lines; and provided further, that upon the failure of any septic system serving any 1-acre lot, that lot owner shall be obligated to connect to the Town's sewer lines if the Town's septic system lines are installed adjacent to the 1-acre lot, or if there is no adjacent line, then such lot owner shall comply with Town ordinances regarding septic systems.

iii. EXISTING USES OF EXISTING BUILDING. The Landowner shall be allowed to maintain use of the exiting building on the Property for Emergency Medical Services through the expiration of the existing lease, a copy of which is attached hereto and incorporated herein.

iv. ACCESS ROADS ADJACENT TO THE PROPERTY. Roads adjacent to the Property, which roads facilitate access to the Property, are owned and controlled by the AVR Homeowners Association, Inc. ("AVR"). The Landowner has rights of access on those AVR roads pursuant to lot ownership and/or easements, but has no ownership in or rights to improve those roads. The Landowner shall not be obligated to improve AVR roads unless: (a) the AVR consents in writing to such roads improvement; (b) the AVR further consents to the Town's operation and maintenance of those improved roads; and (c) the Town agrees to assume responsibility for maintenance and operation of those roads as Town roads.

e. ACCEPTANCE OF INFRASTRUCTURE. Upon Landowner's full and complete compliance with Town ordinances, and performance of the terms and conditions of this Agreement, the Town will accept and maintain all required Infrastructure on the each phase of the Property as the Property is developed. The Town's acceptance shall obligate the Town to assume ownership and control of all Infrastructure within any dedicated street or public utility right-of-way within each completed phase of the Property.

f. OWNERSHIP OF INFRASTRUCTURE AND PROVISION OF TOWN SERVICES. Upon acceptance of the Infrastructure, the Town will, subject to payment of all fees and charges normally charged or levied by the Town, provide standard municipal services for the Property:

i. WATER. Provide the Property with water sufficient for maximum day domestic demands at safe working pressures as defined by the WY DEQ at the point(s) of connection to the Property, and maintain, repair, and otherwise keep in working order the main water lines;

ii. SEWER. Provide sewer line capacity for maximum daily domestic sewer loads at the point(s) of connection to the Property, and maintain, repair, and otherwise keep in working order the main sewer lines throughout the Property.

iii. **ROADS.** Maintain and police the roads within the Property as Town streets.

14. **OCCUPANCY.** Except as otherwise provided in this Agreement, no building within the Property shall be used or occupied for any purpose other than for construction of such building or structure unless all Infrastructure within the Property has been completed and accepted by the Town. The Town may withhold Certificates of Occupancy until all such Infrastructure has been completed.

15. **DEFAULT.** If the Landowner fails to comply with the terms and conditions of this Agreement in any material respect, the Town will notify the Landowner of the violation in writing and may, without further notice to Landowner, exercise any or all the following remedies:

a. **REFUSE INFRASTRUCTURE.** Refuse to accept public ownership and maintenance of Infrastructure within the Property and record a notice of such action in the land records of Lincoln County, Wyoming;

b. **STOP WORK.** Issue a Stop Work Order for any building under construction within the Property; and/or

c. **LEGAL ACTION.** Bring an action for damages, injunctive relief, specific performance, or any other remedy available to the Town.

All the above remedies are cumulative and to the extent not inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the TOWN.

16. **NOTICES.** Any notice required by the Agreement shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing such notice shall be mailed by certified mail, return receipt requested, postage prepaid, and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

17. **ASSIGNMENT.** The Landowner may assign this Agreement or any rights or obligations herein to any successor or assign; provided, that before any conveyance or assignment shall be effective, said successor or assignee shall consent in writing to be bound by the terms of this Agreement.

18. **NOTICES.** Any notices, requests, approvals or denials required or desired to be given under this Agreement shall be in writing and shall be served personally upon the party for whom it is intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown above, or at such other address as may be provided in writing from time to time.

19. CONFLICT WITH STANDARD SPECIFICATIONS. In the event of any conflict between the terms of this Agreement or Town ordinances, the terms of this Agreement shall prevail over any contrary provision.

20. COVENANTS APPURTENANT TO THE LAND. All covenants and conditions set forth herein shall be appurtenant to and run with the Property and shall be binding upon the Landowner and the Landowner's successors or assigns.

21. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

22. ATTORNEYS' FEES. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and reasonable attorneys' fees if allowed under Wyoming law.

23. ENTIRE AGREEMENT. This Agreement, together with the exhibits attached hereto, contains the entire agreement of the parties, and supersede any prior promises, representations, warranties, discussions, or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement.

24. HEADINGS. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

25. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors, and assigns.

26. NO THIRD-PARTY RIGHTS. The obligations of Landowner set forth herein shall not create any rights in and/or obligations to any persons or parties other than the Town. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

27. RECORDATION. This Agreement shall be recorded in the Lincoln County, Wyoming land records.

28. RELATIONSHIP. Nothing in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the parties hereto except as expressly provided herein.

29. SEVERABILITY. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

30. AMENDMENT. This Agreement may be amended only in writing signed by the parties hereto.

31. SOVEREIGN IMMUNITY. The Town does not waive sovereign immunity by entering into this Agreement and specifically retains immunity and all defenses available to it pursuant to law, including governmental immunity.

32. EFFECTIVE DATE. This Agreement shall become valid and binding only upon its approval by the Town Council of the Town, and upon its execution by the Mayor, and upon recordation in the land records of Lincoln County, Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

[Separate signature pages follow.]

LANDOWNER:

PALISADES INVESTMENTS, LLC,
a Wyoming limited liability company

BY: TREVOR FUNK, MANAGER

STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

ON THIS, the ____ day of _____, 2024, before me, the undersigned, a Notary Public for the State of Wyoming, personally appeared **TREVOR FUNK, MANAGER of PALISADES INVESTMENTS, LLC**, a Wyoming limited liability company, who acknowledged that he executed the foregoing instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

NOTARY PUBLIC

My Commission expires: _____

TOWN:

TOWN OF ALPINE,
a Wyoming municipality

BY: ERIC GREEN, MAYOR

ATTEST: _____
MONICA CHENAULT, TOWN CLERK

STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

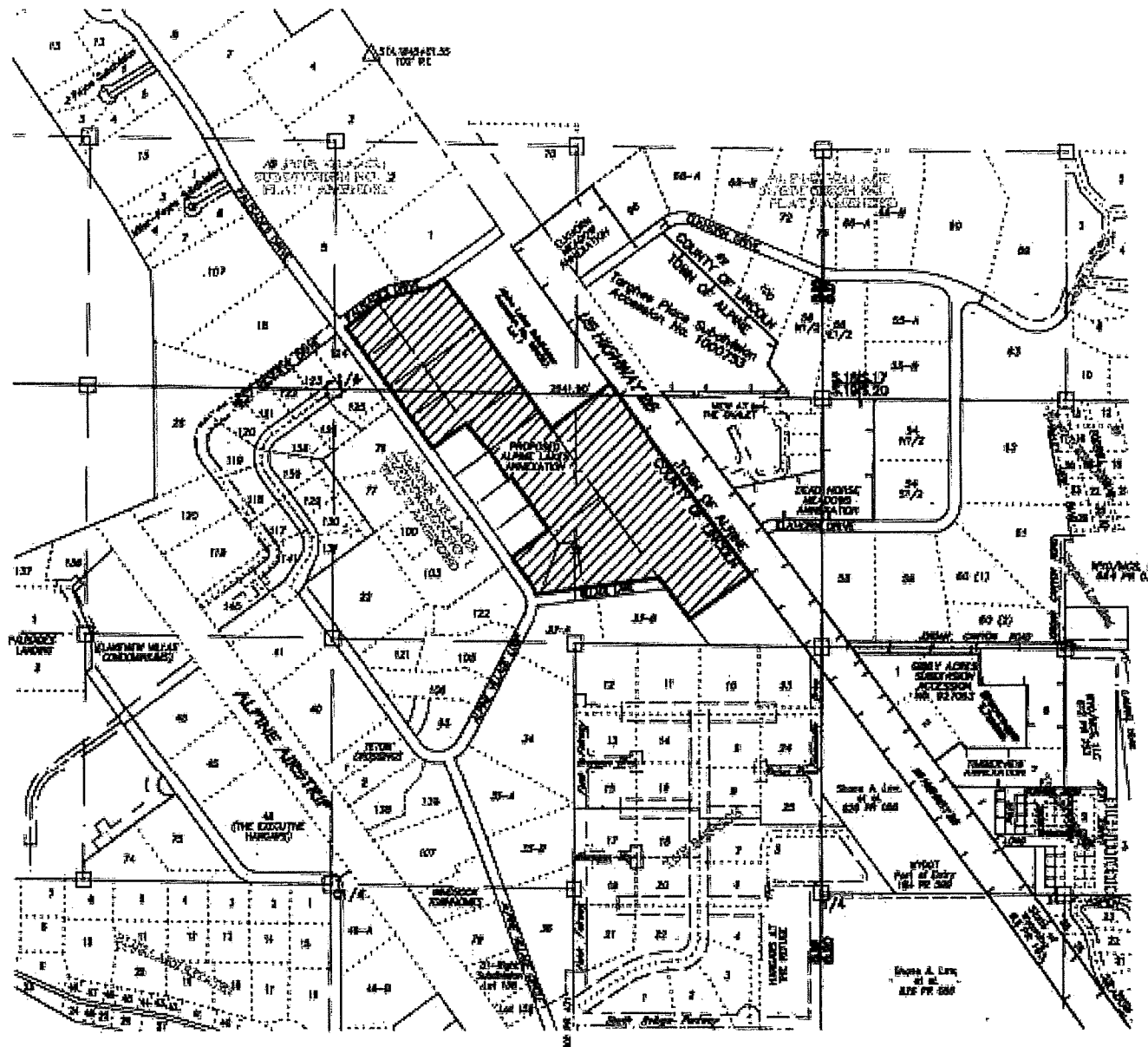
ON THIS, the ____ day of _____, 2024, before me, the undersigned, a Notary Public for the State of Wyoming, personally appeared **ERIC GREEN, MAYOR** of the **TOWN OF ALPINE**, a Wyoming municipality, who acknowledged that he executed the foregoing instrument on behalf of said Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

NOTARY PUBLIC

My Commission expires: _____

EXHIBIT A



SCALE: 1" = 800'

ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE

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DATE: 20 April 2024
 DRAWN BY: Kade Beus
 CALCULATED BY: Kade Beus
 CATEGORY/PORT: Town/Alpine/Annex
 FIELD BOOK:
 COMPUTER FILE: AlpineLakesAnnexSchbl.pro



SURVEYOR SCHERBEL, LTD.
 PROFESSIONAL LAND SURVEYORS

BOX 98 BIG PINEY-MARBLETON, WY TEL 978-3347, BOX 725 AFTON, WY TEL 885-9319
 ALPINE, WY TEL 885-9319; JACKSON, WY TEL 733-3903; LAVA, ID TEL 778-5930

EXHIBIT B

**DESCRIPTION FOR
ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE**

To-wit: - -

That part of the S1/2SE1/4 of Section 18 and that part of the N1/2NE1/4 Section 19, T37N R118W, Lincoln County, Wyoming, being all of Lot 2 of Alpine Lakes Subdivision of record in the Office of the Clerk of Lincoln County with Accession No. 994093, part of Lot 4 of Alpine Lakes Second Filing, of record in said Office with Accession No. 998288, all of Lots 7 and 8 of Alpine Lakes Third Filing, of record in said Office with Accession No. 1023127, all of Lots 9, 10, 11, and 12 of Alpine Lakes Fourth Filing, of record in said Office with Accession No. 1024993, part of Lot 19 of Alpine Village Subdivision No. 1 Plat 1 Amended of record in said Office with Accession No. 559190, part of Lots 29 and 32 of Alpine Village Subdivision No. 1 Plat 2 Amended of record in said Office with Accession No. 559191, and part of Lot 30-B as depicted on that plat of record in said Office with Accession No. 959702, secondarily described as follows:

COMMENCING at the southeast corner of said N1/2NE1/4 and running thence N89°-39'-32"W, 598.26 feet, along the south line of said N1/2NE1/4, to the southeast rebar of Lot 33-B as depicted on an unrecorded plat, prepared by Surveyor Scherbel, Ltd titled: "WILLIAM R. HOOPER PLAT OF LOT 33 ALPINE VILLAGE SUBDIVISION NO. 1 PLAT 2 AMENDED WITHIN THE NE1/4 SECTION 19 T37N R118W LINCOLN COUNTY, WYOMING", dated 1 November 1993, identical with the south point of that tract of record in said Office in Book 937 of Photostatic Records on page 890;

thence N37°-07'-05"W, 175.81 feet, along the east line of said Lot 33-B, to the south pipe of said Lot 2, identical with the west pipe of said tract in Book 937, being the **PIPE OF BEGINNING**;

thence continuing N37°-07'-05"W, 270.59 feet, along the southwesterly line of said Lot 2, to the south rebar of said Lot 32, on the north line of Village Lane;

thence S82°-02'-53"W, 679.87 feet, along said north line, to the south rebar of said Lot 7, at the beginning of a non-tangent circular curve to the left whose radius bears S71°-58'-18"W;

thence northwesterly, 61.04 feet, along the arc of said curve, identical with the northeasterly right-of-way line of Alpine Village Loop, through a central angle of 19°-25'-43", having a radius of 180.00 feet, with a chord bearing N27°-44'-34"W, 60.74 feet, to a rebar;

thence N36°-58'-17"W, 145.01 feet, along said right-of-way line, to a rebar;

thence N36°-58'-07"W, 29.50 feet, along said right-of-way line, to the west point of said Lot 7;

Traverse and Land Surveyors

JOHN A. SCHERBEL
Lic. Registration No. 2689
Title Registration No. 372111
Title Registration No. 8026

ANDREW A. SCHERBEL
Lic. Registration No. 5305

WILLIAM R. SCHERBEL
Lic. Registration No. 10912
Title Registration No. 13453
Title No. 37211

Surveyor Scherbel, Ltd.
2000 Wyoming
Highway, Wyoming
20000, Wyoming
United States of America
20000, Wyoming

Page 1 of 3

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TOWN OF ALPINE ALPINE LAKES ANNEXATION

"Modification in any way of the foregoing description terminates liability of the surveyor"

**DESCRIPTION FOR
ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE**

thence N53°-01'-43"E, 252.15 feet, along the northwesterly line of said Lot 7, to the north point thereof, on the northeasterly line of said Alpine Lakes Third Filing;

thence N36°-58'-10"W, 345.50 feet, along said northeasterly line, to the north point of said Third Filing;

thence S53°-01'-43"W, 18.15 feet, along the northwesterly line of said Third Filing, to the east point of Lot 3 of said Alpine Lakes Second Filing;

thence N37°-02'-07"W, 186.88 feet, along the northeasterly line of said Lot 3, to the north point thereof;

thence S53°-00'-24"W, 2.75 feet, along the northwesterly line of said Lot 3, to a point;

thence N37°-02'-07"W, 188.33 feet, to a point on the southeasterly line of said Lot 29;

thence S53°-02'-06"W, 11.25 feet, along said southeasterly line, to the east point of said Lot 12;

thence continuing S53°-02'-06"W, 220.00 feet, along the southeasterly line of said Lot 12, to the south point thereof, on said northeasterly right-of-way line of Alpine Village Loop;

thence N36°-58'-45"W, 794.85 feet, along said right-of-way line, to the west rebar of said Lot 9, on the southeasterly right-of-way line of Palisades Drive;

thence along said right-of-way line as follows:

N53°-01'-15"E 198.72 feet, to a point at the beginning of a circular curve to the right;

Easterly 202.89 feet, along the arc of said curve, through a central angle of 31°-00'-00", having a radius of 375.00 feet, with a chord bearing N68°-31'-15"E, 200.43 feet, to a rebar, at the beginning of a circular curve to the left;

Easterly 191.06 feet, along the arc of said curve, through a central angle of 31°-00'-00", having a radius of 353.12 feet, with a chord bearing N68°-31'-15"E, 188.73 feet, to a point;

N53°14'-41"E, 11.27 feet, to the rebar of said Lot 19, identical with the west rebar of Lot 1 of said Alpine Lakes Subdivision, and leave said right-of-way line;

thence S36°-58'-46"E, 989.99 feet, along the southwesterly line of said Lot 1, to the south point thereof, identical with the west point of said Lot 2;

thence N53°-02'-50"E, 401.35 feet, along the northwesterly line of said Lot 2, to the north point thereof, on the southwesterly right-of-way line of U.S. Highway 26;

Page 2 of 3

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TOWN OF ALPINE/ALPINE LAKES ANNEXATION

"Modification in any way of the foregoing description terminates liability of the surveyor"

Professional Land Surveyors

JOSEPH A. SCHERBEL
Lic. Registration No. 3886
Lic. Registration No. 372113
Lic. Registration No. 8006

MARY LUISA SCHERBEL
Lic. Registration No. 5000

KARL L. SCHERBEL
Lic. Registration No. 11610
Lic. Registration No. 12443
Lic. Reg. No. 1223

Surveyor Scherbel LTD
600 N. 27th Ave.
Aspen, CO 81602
Aspen, CO 81602
Aspen, CO 81602
Aspen, CO 81602

**DESCRIPTION FOR
ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE**

thence S37°-00'-00"E, 1260.15 feet, along said right-of-way line, to the east pipe of said Lot 2, identical with the north pipe of said tract in Book 937;

thence S53°-34'-10"W, 401.17 feet, along the southeasterly line of said Lot 2, identical with the northwesterly line of said tract in Book 937, to the **PIPE OF BEGINNING**;

ENCOMPASSING an area of 32.88 acres, more or less;

the BASE BEARING for this survey is south line of the NE1/4NE1/4 of Section 19, T37N R118W, being N89°-39'-32"W;

each "corner" found as described in the Corner Record filed or to be filed in the Office of the Clerk of Lincoln County;

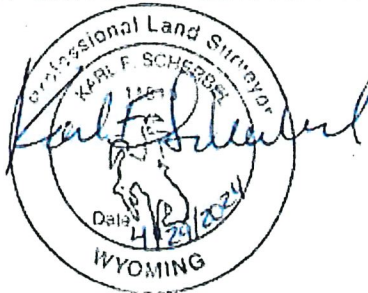
each "pipe" marked by a 2" aluminum cap inscribed "LLOYD B. BAKER & ASSOCIATES PE/LS 698 THAYNE WYOMING";

each "rebar" marked by a 5/8" steel reinforcing rod with an aluminum surv-kap survey marker inscribed, "LS 526";

each "point" marked by a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed, "SURVEYOR SCHERBEL LTD", with appropriate details;

all in accordance with the plat prepared to be filed in the Office of the Clerk of Lincoln County titled, "PLAT TO ACCOMPANY ORDINANCE NO. _____ ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE WITHIN THE S1/2 SE1/4 SECTION 18 N1/2NE1/4 SECTION 19 T37N R118W LINCOLN COUNTY, WYOMING", dated 20 April 2024, as revised.

29 April 2024



Professional Land Surveyors
KARLA SCHERBEL
Wyo. Registration No. 3559
Lin. Registration No. 52711
State Board of Surveyors, 3506
KARLA SCHERBEL
Wyo. Registration No. 3559
KARL F. SCHERBEL
Wyo. Registration No. 3559
Lin. Registration No. 52711
Surveyors, 3506

Surveyors General, LTD
200 N. Wyoming
Bozeman, Wyoming
59717-1000
Bozeman, Montana
59717-1000

Page 3 of 3

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TOWN-ALPINE/ALPINE LAKES ANNEXATION

"Modification in any way of the foregoing description terminates liability of the surveyor"

EXHIBIT C

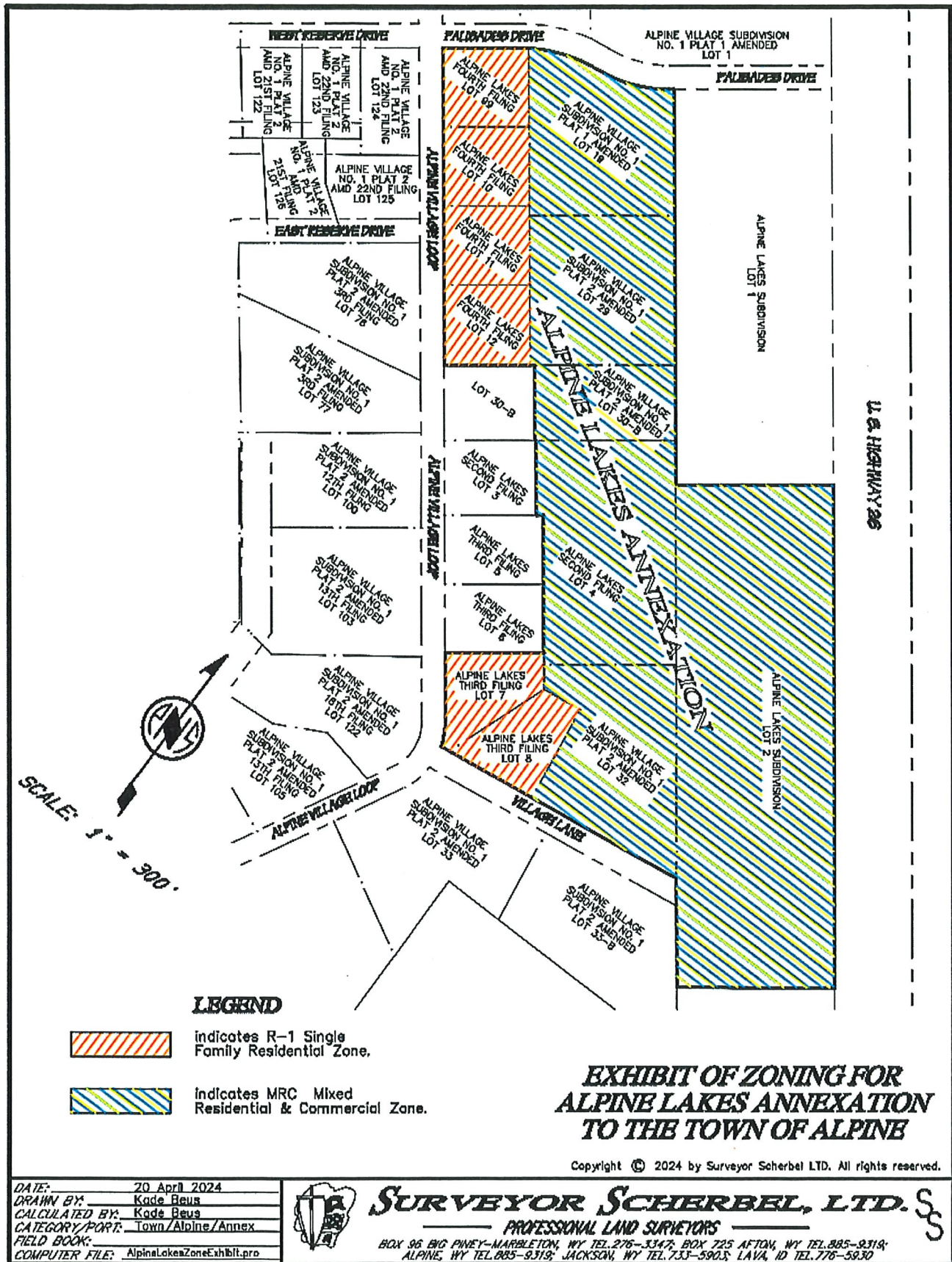


EXHIBIT D

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LINCOLN COUNTY, WYOMING

In the Matter of

Alpine Lakes Planned Unit Development Master Plan
Request for Conditional Use Permit Application

File No. 107 PZ 18

FINAL DETERMINATION

THIS MATTER having come before the Board of County Commissioners on the 5th day of September, 2018 for a Conditional Use Permit Application. The Board of County Commissioners have reviewed the application, the Staff Report by the Planning Office, and heard any relevant evidence from the applicant, neighbors, governmental agencies, and other concerned citizens regarding the project. The Board of County Commissioners hereby make the following:

FINDINGS OF FACT

This is a Conditional Use Permit Application for a Planned Unit Development, PUD, to be called Alpine Lakes. Approximately 36.41 acres with frontage along U.S. Highway 26 north of the Alpine Port of Entry and extending into part of the Alpine Village Subdivision. The proposed 95 RV Casas and 106 Townhome Lots will also access part of Palisades Drive with primary access along new interior roads that will connect with the newly constructed Highway 26 turn lane across from the south leg of Elkhorn Drive. The project will be served by the Alpine Lakes Public Water Supply and by the Town of Alpine Wastewater Treatment Plant using the new lift station recently installed for the Targhee Place development. Since the PUD is less than one mile from the Town of Alpine, town approval was required before county application.

The project is located ½ mile north of Town of Alpine, Wyoming, Alpine Lake Subdivision Lots 1 and 2, Alpine Lake 2nd Lots 3 & 4, Alpine Village No. 1 Plat 2 Amended Lots 29 & 32, Alpine Village Subdivision No. 1 Plat 1 Lot 19, in Township 37 North, Range 118 West, Section 18 S1/2SE1/4 & Section 19 N1/2NE1/4, in the 6th Principle Meridian, Lincoln County, Wyoming.

BACKGROUND:

The development of this plan has been in the works for several years. The biggest challenge has been infrastructure in terms of highway access, water development and Town of Alpine sewer connection. High density projects require sewer connections and development of those connections requires a great deal of density to be sustainable. The town's agreement to provide wastewater treatment came about as the town council became comfortable with the PUD master plan. Water development was in a holding pattern until a large well was developed on the project in 2017. Access onto U.S. Highway 26 was in limbo until an agreement with Wyoming Department of Transportation, WYDOT, allowed development of a turn lane at the south entrance of the project. Traffic circulation design was dependent upon WYDOT approval and upon an agreement with the Alpine Village HOA to allow the use of their Palisades Drive for the

northern part of the project. While physical change seems to happen quickly it takes years to arrange the infrastructure designs and permits.

Most of the acreage is located in the county's Mixed Zone. The townhome area is located in the Rural Zone but is part of Alpine Village Subdivision lots that were designated as Multi-Family use in the CCR document in the 1970s. The county zoning resolution of 1998 grandfathered these pre-designated lots where they were identified by plat or by valid covenants prior to the adoption of the county zoning resolution.

The project is designed in accordance with county PUD regulations found in LUR Appendix D. The overall residential density is just below six units per acre, maximum allowable is eight per acre. The county allows up to 30 per cent of the project area to be commercial and this one is less than 20 per cent. Landscaped open space exceeds the required 29 per cent.

CORRESPONDENCE:

The Office of Planning and Engineering has received emails and telephone calls regarding the project. Concerns about project scale and property value impacts have been expressed. Susan Kriz, owner of property that is located along the south east perimeter of the property is concerned about being landlocked unless there is an opportunity to get through the project via the new highway intersection. The applicants have created a frontage access that could potentially serve the parcel in question.

Email from WYDOT, comments from neighboring lot owners and additional information from the applicant were also received after the preparation of the staff report for the Planning and Zoning Commission meeting. This includes a summary of the draft rules for the RV Casita Subdivision and the Townhome Subdivision.

PLANNING AND ZONING COMMISSION MEETING:

Over 25 people attended the meeting held on August 29, including an attendee at the Kemmerer venue. Jim McSweeney of Diamondville owns a home in Alpine Village that has the Alpine Lakes development on three sides of his property. He expressed concerns about the construction impacts and was seeking additional information about the nature of the project and would like to see draft covenants.

Collins Beery, neighboring property owner, expressed concerns about the gravel pit and wanted answers about whether it was properly permitted. Chairman Williams, who has experience permitting gravel mines, explained that where the gravel is used on the owners' property it is permitted differently than a commercial operation. Collins was also quite concerned that the RV Casita development was located too close to existing homes without written consent as required by Lincoln County RV Park Standards. John Woodward explained that the units labeled temporary on the plan did need to comply with the 500 feet spacing but that the RV Casita Subdivision lots would be treated as typical subdivision lots and would not require the same spacing.

Kathy Vance, neighboring property owner, expressed concerns about the gravel pile, fugitive dust and about seeing several trucks hauling gravel across private Alpine Village roads.

Woody Franklin, neighboring property owner, expressed concerns about the potential increase of traffic on Alpine Village roads. Many cars and trucks short cut through north Alpine or circumvent the Port of Entry. He wondered if Palisades Drive could be gated beyond the entrance to Alpine Lakes.

Marion Schulte, nearby property owner, agreed with the need for housing but had concerns with the high density townhomes so close to the Alpine Village Lane. She also wondered about guest parking and snow storage on the project.

DeAnne Maronick, owner of property west of the runway, expressed concerns about the commercial warehouse component of the master plan. Bill Wiemann explained that the future buildings would be constructed to suit larger commercial clients. It was also pointed out that continuation of the commercial area was contingent upon a traffic impact study to assess the Palisades Drive intersection with US Highway 26. DeAnne wanted to know whether the used manufactured and modular housing units being brought in across the highway would be located within the proposed subdivisions. Bill responded that there would be no used units and that the units would be new stick or modular units attached to foundations. DeAnne is concerned that the continued residential growth would outpace law enforcement and other services available.

Harold Gilbert, owner of first home in Alpine Lakes, commented that while the construction is bothersome he is satisfied with the project and with the quality of his modular/stick home.

Gary Leaman, neighboring property owner, expressed his approval of the plan. He too was concerned about unauthorized traffic on Alpine Village roads.

Jerry Ostler, owner of property along northern leg of Palisades Drive a half mile from project, expressed concerns about increased traffic and wondered about any plans to pave the northern part of Palisades Drive. He did explain that he hoped to obtain gravel from the gravel pile but was denied by Bill since it is not a commercial gravel source.

Gay Edwards, owner of nearby commercial storage units, expressed approval of the project. She stated that she would rather see well done dense housing, even modular housing than old mobile homes here and there in the valley.

Jacob Edwards, operator of Rocky Top Gravel, thought the project looked good and that the idea to mine gravel from proposed pond was a good idea. He stated that the nearby Targhee Place has been successful and has given a good housing option to many people.

Pamela Simons, neighboring property owner, is impressed overall by Bill's developments but is concerned about projects after he leaves. Already living in shadow of Mount Peterson, example of landscape berm gone crazy.

Dave Warner, airpark resident, likes development and pointed out that the section of Palisades Drive used by new project would be then maintained by Alpine Lakes.

Dale Cottam, Attorney working with Bill Wiemann, explained the nature of the management company that would operate the subdivisions and the regulations that would be part of the lot purchase. He indicated that the project was well thought out and contained more landscaping than he has seen in similar developments.

Bill Wiemann explained that he is planning on being here for the long term and that he wants the management company to be more resilient than an HOA. He explained how the casita subdivisions operated in the southwestern U.S. and that tight rules are what makes them successful. He was asked about pets and explained that there will be pet friendly areas in the development and pet free areas. He pointed out that with new commercial development coming to Alpine in terms of medical facilities and expanded grocery and convenience stores that there needs to be more options for housing employees and their families in Alpine. He wants future annexation agreement with Town of Alpine to address lowering of US Highway 26 speed limit from 65 mph. Bill responded to concerns about snow storage both in the Lakes and in the Targhee Place. Bill also responded to timeline questions about water system permitting for the projects.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their August 29, 2018 meeting the Planning and Zoning Commission recommended approval to the Board of County Commissioners of file #107 PZ 18 with:

- Findings of Approval A. through D.
- Conditions of Approval 1. through 4.

FINDINGS OF APPROVAL:

- A. The proposal is consistent with the provisions of Wyoming Statute 18-5-203 and 18-6-101 et seq. providing for Board of County Commissioner authority for zoning regulation of buildings and uses of land.
- B. The proposed use, with conditions, is consistent with the goals and objectives of the Lincoln County Comprehensive Plan, specifically:
 - a. Comprehensive Plan, Section III Economic Development, Goal A. Promote and assist in the development of commercial, recreational, and industrial activities
 - b. Land Use Regulations, Section 1.8.A. Pre-Designated Lots.
 - c. Land Use Regulations, Section 3.1 Conditional Use Permit Procedures.
 - d. Land Use Regulations, Section 1.7.A. and Appendix D Planned Unit Development.
- C. The proposed use, with conditions, will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience and welfare with provisions in place for Public Water Supply, including fire flows, Sanitary Sewer connections and minimal increase on existing neighborhood roads.
- D. The proposed use is designed to be compatible with adjacent land uses and the area of its location with the use of density blending, interior traffic circulation and extensive landscaping.

CONDITIONS OF APPROVAL:

1. Any substantial modification to the project shall require additional permitting.
2. Subdivision platting within the Master Plan shall require compliance with Lincoln County Subdivision Regulations.
3. Development of more than five subdivision lots shall require a Wyoming Department of Environmental Quality Chapter 23 Water and Wastewater Review to accompany preliminary plat application unless project is annexed into the Town of Alpine beforehand.
4. Plat improvements shall include trails, landscaping, snow storage and utility development in accordance with Town of Alpine recommendations.

CONCLUSIONS OF LAW

This Conditional Use Application ~~IS~~ / **IS NOT CONSISTENT** with the following required findings of the Lincoln County Land Use Regulations and Comprehensive Plan:

- ☒ The proposed Conditional Use ~~IS~~ / **IS NOT** consistent with the standards of the Lincoln County Land Use Regulations and ~~IS~~ / **IS NOT** consistent with the goals and objectives of the Lincoln County Comprehensive Plan.
 - ☒ The proposed Conditional Use **WILL** / ~~WILL NOT~~ substantially impair the appropriate use of neighboring property; and ~~WILL~~ / **WILL NOT** serve the public need, convenience and welfare.
 - ☒ The proposed Conditional Use ~~IS~~ / **IS NOT** designed to be compatible with adjacent land uses and the area of its location.
-
-

Now, therefore, based on these findings, the Board of County Commissioners takes the following action:

- ☒ **Approve** the Conditional Use Permit application with the conditions and with required findings, as noted;
- ☐ **Approve** the Conditional Use Permit application subject to conditions and findings as the Board deems necessary;
- ☐ **Deny** the Conditional Use Permit application stating findings in support of the action; or
- ☐ **Table** the Conditional Use Permit application and direct the Applicant / Planning Staff to take specific steps to bring the application into conformance with the standards and the policies of the Land Use Regulations, and the goals and objectives of the Comprehensive Plan. The Chairman shall set a specific date when the application is to be heard again.

DETERMINED this 5th day of September, 2018.



Robert E. King, Chairman

CERTIFICATE OF MAILING

I, Jeanette Fagnant, hereby certify that on the 5th day of September, 2018, I caused a true and correct copy of the foregoing Final Determination to be served by depositing the same in the United States mail, duly enveloped, postage prepaid, addressed to:

Excel Development, LLC & WJW Holdings WY, LLC
c/o Bill Wiemann
P.O. Box 3309
Alpine, WY 83128

Alpine Lakes Commercial Center, LLC
P.O. Box 3321
Alpine, WY 83128

Scolly Downs, LLC
P.O. Box 328
Glendo, WY 82212



Corey Roberts

Jeanette Fagnant

ALPINE VILLAGE SUBDIVISION
NOT PART OF MANNER PLAN
LOT 33-B

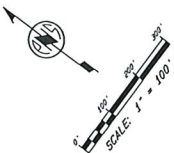
TABLES OF UNITS

Unit Type	Count
RV Rentals	29
RV Cottages	77
Townhomes	95
One Acre Lots	8

Total Area: 36.412 Acres
Required Open Space: 10.54+/- acres
Total Open Space: 13.081 Acres

RV Rentals:	29
RV Casita:	77
Townhomes:	95
One Acre Lots:	8

Total Area:	36.41± Acres
Required Open Space:	10.5± Acres
Total Open Space:	12.88± Acres



-ADVANCE PLAT-
SUBJECT TO CORRECTION
AND APPROVAL

MASTER PLAN
 ALPINE LAKES
 OPTION 2
 WITHIN THE
 S1/2SE1/4 SECTION 18
 N1/2NE1/4 SECTION 19
 T37N R118W
 LINCOLN COUNTY, WYOMING

DATE: 20 May 2013
DAWN BY: Karl E. Schuchert
CALCULATED BY: Karl E. Schuchert
CERAMIC/POLY: Weather Photo, Highgate (above)
FIELD BOOK:
COMPUTER FILE: ST-Cambridge13.pro



SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS

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EXHIBIT E

FIRST AMENDMENT
TO
**DEVELOPMENT AGREEMENT REGARDING
TRANSFER OF WATER AND SEWER INFRASTRUCTURE;
RECAPTURE OF RELATED EXPENSES; AND
ANNEXATION OF SUBDIVISIONS**

This First Amendment ("**Amendment**") to the *Development Agreement Regarding Transfer of Water and Sewer Infrastructure; Recapture of Related Expenses; and Annexation of Subdivisions* (the "**Development Agreement**") is made and entered into as of the 20th day of December, 2022, by and between:

- a. The Town of Alpine, a Wyoming municipal corporation, ("**Town**");
- b. WJW Holdings WY, LLC, a Wyoming limited liability company ("**WJW**" or "**Developer**");
- c. Excel Development, LLC, a Wyoming limited liability company ("**Excel**"); and
- d. William J. Wiemann, individually ("**Wiemann**" or "**Developer**").¹

Developer, Excel, Wiemann, and the Town may hereafter be referred to as the "**Parties.**" Capitalized terms appearing herein shall have the same definition as in the Development Agreement.

RECITALS

Whereas, Developer and the Town previously entered into the Development Agreement on November 17, 2020, which agreement was recorded in the real estate records of Lincoln County, Wyoming on December 9, 2020, as document No. 1014045.

Whereas, Developer has completed projects commonly known as Targhee Place and Timber View, and Developer has assigned a portion of the utility connection credits to Palisades Investments, LLC, an Affiliate of Developer. Developer still retains significant rights that were established by the Development Agreement, and the Town still retains authority to administer the Development Agreement according to its terms and any amendments thereto.

Whereas, Developer and the Town seek to: (i) adjust the total amount of infrastructure investment that will qualify as the basis for the utility connection credits; (ii) clarify the manner in which all of the utility connection credits will be calculated under the Development Agreement;

¹ North Alpine Water Company ("NAWC"), a prior signatory to the Agreement, is no longer in existence, its purposes having been met.

(iii) restructure the utility connection credit "account" held by Developer to hold a certain number of water and sewer "connections" or "taps" rather than dollar amounts; (iv) establish a ten (10) year time frame in which such connections or taps must be utilized; and (v) eliminate Developer's or any other Party's right to recapture any additional cost or benefit from the transfer of infrastructure to the Town.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledge, the Town and Landowners hereby agree as follows:

A. Sections B.1. through B.2. of the Development Agreement are hereby deleted and the following are substituted therefor:

B. Credits for Connections Earned by Developer.

1. Infrastructure Contribution. The Town and Developer agree that the original, baseline infrastructure investment made by Developer and contributed to the Town totals One Million, Nine Hundred Forty-Four Thousand, Seven Hundred Seventy-Eight and 98/100 Dollars (\$1,944,778.98). The breakdown between water and sewer infrastructure is show in the table below:

ITEM	SEWER	WATER
Total Credit Value, \$	\$1,251,496.46	\$693,282.52
Unit Used for Credit	ERU	RESIDENTIAL TAP
Unit Cost, \$	\$5,000.00	\$2,500.00
Number of Units	250.3	277.3

2. Grant and Confirmation of Connections. In consideration for the contribution of infrastructure in the amount of \$1,944,778.98 as described above, the Town hereby grants to Developer Two-Hundred Fifty and 3/10ths (250.3) sewer ERUs, and Two Hundred Seventy-Seven and 3/10ths (277.3) residential water taps.

3. Assignment of ERUs and Water Taps to Parcels. Developer and Town hereby assign the ERUs and water taps to the parcels shown in Exhibit A attached hereto. The Developer may not assign any sewer ERUs or water tap connections to the parcel commonly known as "the Boardwalk."

4. Terms for Connections. The Developer or Developer's assigns must utilize the sewer ERUs and water tap connections within eighteen (18) years of the date of this First Amendment for the parcel of land commonly known as Alpine Lakes, at which time the Alpine Lakes sewer ERUs and water tap connections shall expire. The Developer or Developer's assigns must utilize all other sewer ERUs and water tap connections within ten (10) years of the date of

this First Amendment, at which time all other unused sewer ERUs and water tap connections shall expire. Developer or Developer's assigns may claim and preserve any ERU or water tap connection by simply applying for a building permit.

B. Sections C.1. through C.5. of the Development Agreement are hereby deleted and the following are substituted therefor:

C. Elimination of Recapture Rights.

1. Relinquishment of Right of Recapture. Developer hereby relinquishes Developer's right to any recapture of costs for the infrastructure transferred to the Town, including any potential recapture rights described in Town Ordinance 298.

Additional Provisions:

- A. Fulfillment of Certain Obligations by Developer. The parties acknowledge and agree that the provisions of Sections A.1. through A.3. of the Development Agreement have been either fulfilled or superseded by the terms of this First Amendment.
- B. Conflict of Provisions. In the event of a conflict or inconsistency between any of the provisions of this First Amendment and the Development Agreement, the terms of this First Amendment shall control.
- C. Remainder of Development Agreement Terms Valid. To the extent any other term or provision of the Development Agreement is not amended, altered, or eliminated in this First Amendment, such remaining provision shall be enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

[Separate signature pages will follow]

EXCEL DEVELOPMENT, LLC,
a Wyoming limited liability company

BY:

WILLIAM J. WIEMANN, MANAGER

STATE OF ~~WYOMING~~)
~~WYOMING~~)

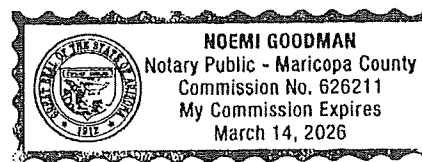
~~MARICOPA~~ SS.
COUNTY OF ~~LINCOLN~~)

ON THIS, the 21st day of December, 2022, personally appeared before me William J. Wiemann, who acknowledged that he is the Manager of EXCEL DEVELOPMENT, LLC, a Wyoming limited liability company, and that the foregoing instrument was signed on behalf of said Company by authority of its Members, and said William J. Wiemann acknowledged to me that said Company executed the same.

WITNESS my hand and official seal.

Noemi Goodman
NOTARY PUBLIC

My Commission expires: March 14, 2026



WJW HOLDINGS WY, LLC.
a Wyoming Limited Liability Company

BY: 
WILLIAM J. WIEMANN, MANAGER

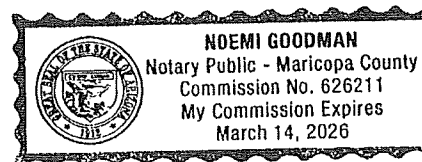
~~Arizona~~
STATE OF ~~WYOMING~~)
~~Maricopa~~) SS.
COUNTY OF ~~LINCOLN~~)

ON THIS, the 21st day of December, 2022, 2019, personally appeared before me William J. Wiemann, who acknowledged that he is the Manager of WJW HOLDINGS, LLC, a Wyoming limited liability company, and that the foregoing instrument was signed on behalf of said Company by authority of its Members, and said William J. Wiemann acknowledged to me that said Company executed the same.

WITNESS my hand and official seal.


NOTARY PUBLIC

My Commission expires: March 14, 2026



WILLIAM J. WIEMANN,
as sole owner

WILLIAM J. WIEMANN

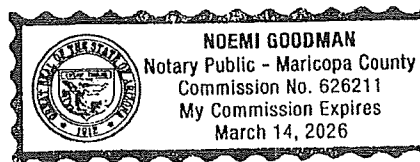
Arizona
STATE OF ~~WYOMING~~)
Maricopa) SS.
COUNTY OF ~~LINCOLN~~)

ON THIS, the 21st day of December, 2022,
before me William J. Wiemann, who acknowledged that he signed the foregoing
instrument.

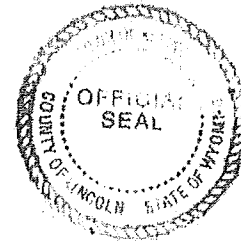
WITNESS my hand and official seal.

Noemi Goodman
NOTARY PUBLIC

My Commission expires: March 14, 2026



TOWN OF ALPINE,
a Wyoming municipal corporation



BY: [Signature]
W. KENNIS LUTZ, MAYOR

ATTEST: [Signature]
MONICA LICHENAU LT CLERK/TREASURER

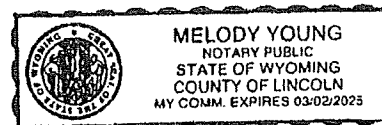
STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

ON THIS, the 21 day of December, 2022, personally appeared before me W. Kennis Lutz, who acknowledged that he is the Mayor of the TOWN OF ALPINE, a Wyoming municipal corporation, and that the foregoing instrument was signed on behalf of the Town by authority of its governing body, and said W. Kennis Lutz acknowledged to me that the Town executed the same.

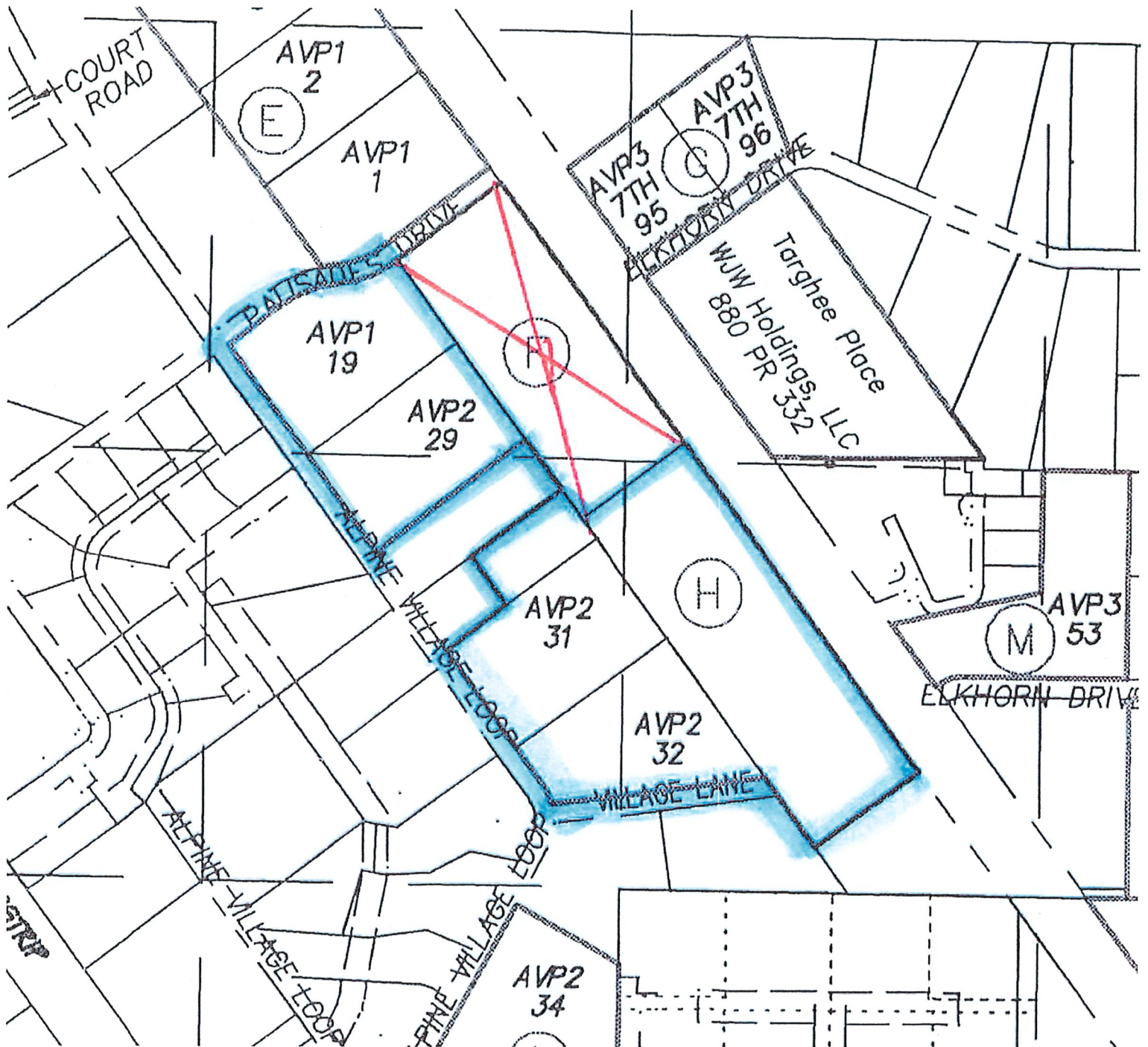
WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission expires: 3/2/2025



Alpine Lakes



Sewer Connections: 180
Water Connections: 180



PO Box 1519 | 58 S. Tyler Avenue
Pinedale, WY 82941
PH: 307.367.6548
www.jorgeng.com

Date: June 26, 2024

Town of Alpine
250 River Circle
PO Box 3070
307-654-7757

ATTENTION: Christine Wagner, Zoning Administrator

SUBJECT: Alpine Lakes Annexation Engineer Review

PROJECT: Alpine Lakes Annexation to the Town of Alpine

Dear Mrs. Wagner,

Jorgensen has reviewed the Petition for Annexation to the Town of Alpine application for the Palisades Investments, LLC, the David Jenkins Revocable Living Trust, and James M. McSweeney Revocable Trust (Alpine Lakes Subdivision). The above-named development/project has connections to the Town of Alpine (TOA) water and wastewater systems. Please see our method for determining availability of water/sewer connections below.

The proposed subdivision is comprised of six lots in the Single-Family Residential District (R-1) and six lots in the Mixed Residential and Commercial District (MRC). Jorgensen analyzed the development and corresponding utility demands on the applicant parcel by making the following estimations. Water demand and sewer generation assumed that each R-1 lot would develop a typical single-family residence, and that each lot in the MRC zone would develop a three-story building with apartments on the above two floors and that the first floor would be reserved for parking. Each lot in the R-1 zone was assumed to require one Equivalent Residential Unit (ERU) for both water and sewer – 375 gallons per day for both water demand and sewer generation. Each lot in the MRC zone would develop a building to the maximum extents within the appropriate setbacks and would have average sized apartments throughout the residential portions of the buildings while reserving 10% of the residential floors for mechanical, hallways, stairwells, etc. For each apartment, 0.707 ERUs was used to determine water demand and wastewater generation.

The services customarily available to residents of the Town of Alpine include Water and Sewer. The Town of Alpine has water and sewer mains that are adjacent to the property that can be utilized as described below. These lines are currently available to the area proposed to be annexed. Water/Sewer demands and sizing were estimated based on the following information.

Water:

Based on the Severson Townhomes Master Plan Report, Average Daily Demand was determined to be 34% of the Maximum Daily Demand. The Peak Hour Factor was also determined from the Severson Townhomes Master Plan Report and calculated to be 2 times the Average Daily Demand. Based on these assumptions, the proposed Alpine

Lakes Subdivision would require 37.4 gallons per minute during the peak hour. Based on the Alpine Lakes Well & Wellhouse 2018 design drawings produced by Sunrise Engineering, an 8-inch water line and 4-inch water line are within the subdivision boundaries already and would be available for the Alpine Lakes Subdivision connection.

Wastewater:

The Average Daily Demand, Maximum Daily Demand, and Peak Hour Factor for wastewater generation was determined from the Alpine Wastewater Treatment Plant record drawings produced by Nelson Engineering. The Average Daily Demand was calculated as 68% of the Maximum Daily Demand and the Peak Hour Factor was 2.22. Based on these assumptions, Alpine Lakes Subdivision would generate 41.5 gallons per minute of wastewater. The North Alpine Lift Station is within Lot 2 of the Alpine Lakes Subdivision. Wastewater from the Targhee Place Mobile Home Lots gravity flows in a 8-inch pipe to the existing lift station. Based on the same assumptions above, 31.4 gallons per minute is produced by mobile home lots. The North Alpine Lift Station was designed to handle 200 gallons per minute of flow using two 10 horse-power pumps. Given the flow from the existing Targhee Place development and the proposed Alpine Lakes Subdivision, the existing North Alpine Lift Station appears adequate. Connection to the existing North Alpine Wastewater System would entail connecting to the existing concrete lift station, and 5-feet of PVC pipe.

The attached Town of Alpine Water & Sewer Infrastructure Expansion Exhibit depicts infrastructure to provide water and sewer to the frontage of each lot within the annexation. Based on these projections and estimated demands, Jorgensen has put together the following cost estimates for infrastructure development. These costs are further defined in the attached itemized cost estimates.

Total estimated utility costs (Water and Sewer)-	\$784,000
Water Infrastructure	\$244,000
Sewer Infrastructure	\$540,000
Roadways	Dependent on detailed development plans
Easement Costs (Legal, ROW acquisition, Recordation)	\$30,000 (Included in water/sewer estimates)
Engineering Costs (Design and Construction)	\$106,000 (Included in water/sewer estimates)

Projected Annual Fees for water and sewer costs include connection fees and usage fees. These fees will be assessed for each developed service line according to their sizes per the Town of Alpine's current fee schedule. Current residential water service connection fees are \$5,000 per service with usage fees of \$31.00/month base rate, \$2.00 per thousand gallons used. Light Commercial (2") water service connection fees are \$10,000 per service with usage fees of \$31.00/month base rate, \$2.00 per thousand gallons used. Current sewer connection fees are \$9,000 per service with annual usage fees of \$54.00/ERU. Please see the attached projected annual fees for water and sewer based on these rates and potential development.

If the proposed development is substantially different from what is outlined above, the adequacy of the existing water and wastewater systems will need to be re-evaluated.

It is our recommendation that annexing property owners provide easements for new water and sewer mains for access, repair and maintenance. The attached itemized cost estimates account for legal and processing fees to establish these easements. The "Mega Well" or Alpine Lakes Well is a vital water source for the Town of Alpine. A recorded easement (Book: 1081, Page: 756 Easement) is in place for town staff to "construct, operate, maintain, repair, improve, replace, resize, use ... all appurtenant equipment and appliances along and within the easement described". The easement also states that the "Grantor agrees not to create or permit any obstruction, building, lake, engineering works, or other structure over or on the Easement Grant." From onsite inspection, the "Mega Well" and associated equipment are difficult to access because of landscaping, trees and buildings that have been

erected nearby. If the well should have to be pulled or large equipment needs to access this site, the easement route must remain traversable. It is also recommended that the ownership of the existing lift station on the property be determined, and corresponding easements be established in concert with annexation of the proposed parcel.

At this time, Jorgensen is unable to verify water/sewer capacities and pressures in absence of a water or wastewater system model. For the purposes of this review, the flowrates and pressures used are derived from record drawings and submissions from consultants on prior projects.

Attachments:

Alpine Lakes Annexation_Water Cost Estimate

Alpine Lakes Annexation_Sewer Cost Estimate

Town of Alpine Water & Sewer Infrastructure Expansion Exhibit

Alpine Lakes Projected Fees

Sincerely,
Jorgensen Associates

A handwritten signature in blue ink, appearing to read "Kolter Booth", with a long horizontal flourish extending to the right.

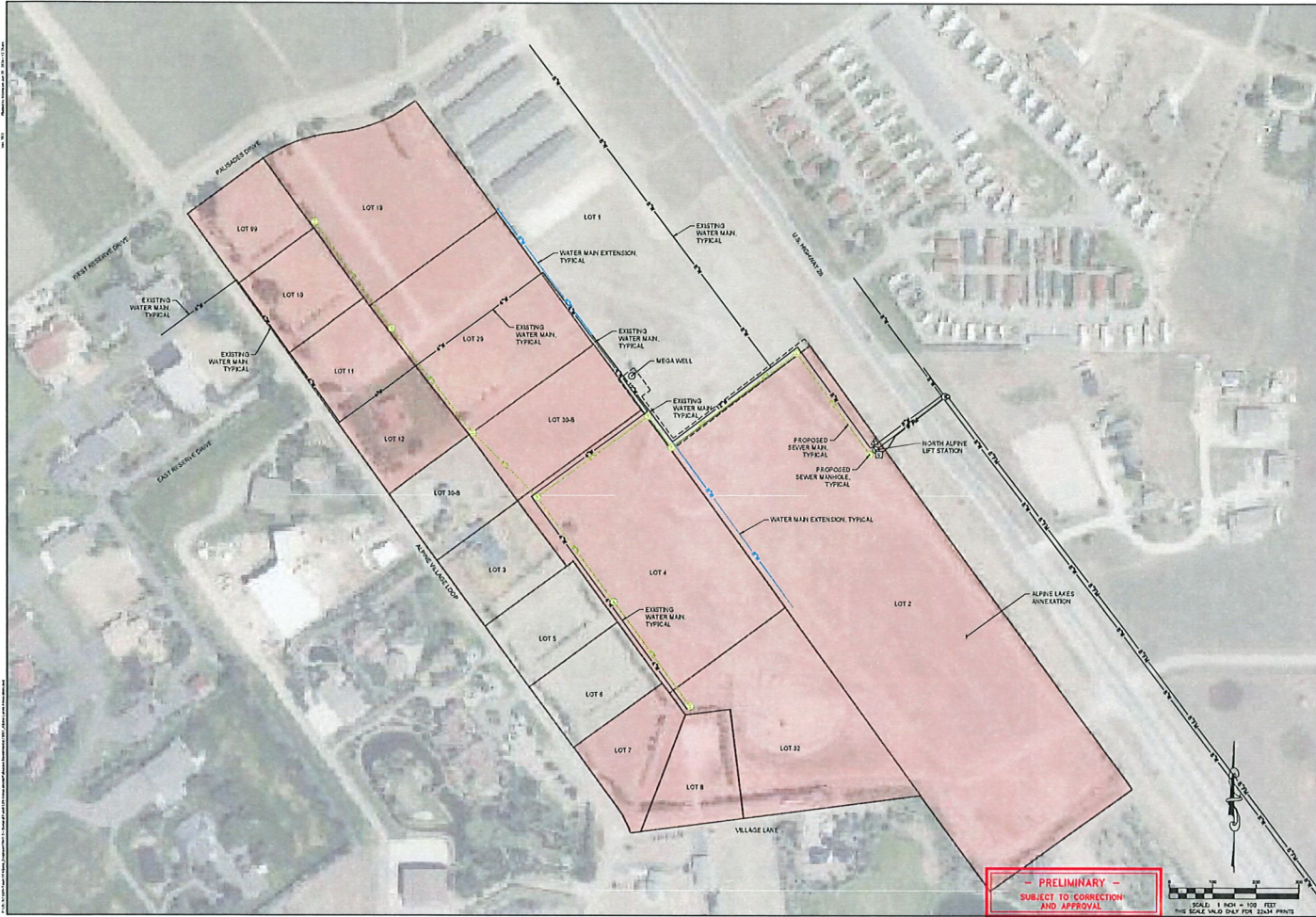
Kolter Booth, P.E.
Project Manager

**Town of Alpine
Alpine Lakes Subdivision
Water Connection**

PREPARATION OF FINAL DESIGN AND SPECIFICATIONS					\$16,000.00
PERMITTING AND MITIGATION					\$5,000.00
LEGAL FEES					\$5,000.00
ACQUISITION OF RIGHT OF WAY					\$10,000.00
CONSTRUCTION COSTS					
ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	
MOBILIZATION AND BONDS	LS	1	\$8,500.00	\$8,500.00	
8" WATER MAIN	LF	840	\$85.00	\$71,400.00	
8" END CAP	EA	2	\$725.00	\$1,450.00	
CONNECT TO EXISTING WATER LINE	EA	2	\$6,000.00	\$12,000.00	
1" WATER SERVICE & METER PIT	EA	12	\$5,200.00	\$62,400.00	
EXPLORATORY EXCAVATION	HR	6	\$550.00	\$3,300.00	
TOTAL ESTIMATED COST OF PROJECT COMPONENTS					\$159,050.00
CONSTRUCTION ENGINEERING (PROJECT COMPONENTS X 10%)					\$15,905.00
COMPONENTS AND ENGINEERING COSTS					\$174,955.00
INFLATION TO 2025 CONSTRUCTION (3% PER YEAR)					\$7,115.95
CONTINGENCY (COMPONENTS AND ENGINEERING X 15%)					\$26,243.25
TOTAL CONSTRUCTION COST (COMPONENTS AND ENGINEERING WITH CONTINGENCY)					\$201,198.25
TOTAL PROJECT COST (CONSTRUCTION & PRECONSTRUCTION) IN 2024 DOLLARS					\$237,198.25
TOTAL PROJECT COST WITH INFLATION					\$244,314.20

Town of Alpine
Alpine Lakes Subdivision
Sanitary Sewer Connection

PREPARATION OF FINAL DESIGN AND SPECIFICATIONS					\$36,900.00
PERMITTING AND MITIGATION					\$5,000.00
LEGAL FEES					\$5,000.00
ACQUISITION OF RIGHT OF WAY					\$10,000.00
CONSTRUCTION COSTS					
ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	
MOBILIZATION AND BONDS	LS	1	\$17,000.00	\$17,000.00	
CONNECT TO EXISTING MANHOLE	EA	1	\$3,500.00	\$3,500.00	
MANHOLE - NEW	EA	10	\$9,000.00	\$90,000.00	
WATER-SEWER CROSSING	EA	3	\$1,000.00	\$3,000.00	
8" PVC PIPE - NEW	LF	2500	\$100.00	\$250,000.00	
EXPLORATORY EXCAVATION	HR	10	\$550.00	\$5,500.00	
TOTAL ESTIMATED COST OF PROJECT COMPONENTS					\$369,000.00
CONSTRUCTION ENGINEERING (PROJECT COMPONENTS X 10%)					\$36,900.00
COMPONENTS AND ENGINEERING COSTS					\$405,900.00
INFLATION TO 2025 CONSTRUCTION (3% PER YEAR)					\$15,710.55
CONTINGENCY (COMPONENTS AND ENGINEERING X 15%)					\$60,885.00
TOTAL CONSTRUCTION COST (COMPONENTS AND ENGINEERING WITH CONTINGENCY)					\$466,785.00
TOTAL PROJECT COST (CONSTRUCTION & PRECONSTRUCTION) IN 2024 DOLLARS					\$523,685.00
TOTAL PROJECT COST WITH INFLATION					\$539,395.55





JORGENSEN
JACKSON, WYOMING
307.234.1111
www.jorgensen.com

PROJECT TITLE
**TOWN OF ALPINE
WATER & SEWER
INFRASTRUCTURE EXPANSION**

SHEET TITLE
**ALPINE LAKES ANNEXATION
PALISADES INVESTMENTS, LLC**

DESIGNED BY	13
REVIEWED BY	25
PLAN VERSION	DATE
0-001	2/14/23
PROJECT NUMBER	
23001	
SHEET	
EXHIBIT	

Projected Annual Fees

Water

	Units	Connection Fees	Base Rate	Rate/1000 Gal	ADD Gallons/Month	Monthly Fee	Yearly Fee	Connection Fees
Residential Connections (1")	6	\$ 5,000.00	\$ 31.00	\$ 2.00	69,750	\$ 325.50	\$ 3,906.00	\$ 30,000.00
Mixed Development Light Com. (2")	6	\$ 10,000.00	\$ 31.00	\$ 2.00	764,367	\$ 1,714.73	\$ 20,576.81	\$ 60,000.00
Totals						\$ 2,040.23	\$ 24,482.81	\$ 90,000.00

Sewer

	Units	Connection Fees	Rate/ERU	ERUs		Monthly Fee	Yearly Fee	Connection Fees
Residential	6	\$ 9,000.00	\$ 54.00		6	\$ 324.00	\$ 3,888.00	\$ 54,000.00
Mixed Development	6	\$ 9,000.00	\$ 54.00		65.75	\$ 3,550.50	\$ 42,606.00	\$ 54,000.00
Totals						\$ 3,874.50	\$ 46,494.00	\$ 108,000.00