

## ANNEXATION AGREEMENT

THIS ANNEXATION (the "Agreement") is made and entered into as of the 20<sup>th</sup> day of June, 2018, by and between THE TOWN OF ALPINE, a Wyoming municipal corporation, hereinafter referred to as the "TOWN", and ALPINE MEADOWS PROPERTY OWNERS ASSOCIATION, a Wyoming nonprofit corporation, ("AMPOA"); the ALPINE MEADOWS IMPROVEMENT SERVICE DISTRICT, a Wyoming improvement and services district ("AMISD"); and Alpine Junction, LLC, a Wyoming limited liability company ("JUNCTION").

### RECITALS

A. AMPOA and AMISD are the property owners association and improvement service district in a parcel of land contiguous and adjacent to the TOWN, which property is contained within and more particularly described in Exhibit "A" attached hereto, by this reference made a part hereof ("Annexation Area").

B. JUNCTION is the original developer of the Annexation Area, and retains certain rights related thereto as contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Alpine Meadows, as amended ("CC&Rs"), including the right to grant certain easements over the roads within the Annexation Area.

C. The TOWN, after meeting with the representatives of AMPOA and AMISD committed to commence annexation proceedings to bring the Annexation Area within the corporate boundaries of the Town of Alpine, Wyoming.

C. The members and landowners of AMPOA and AMISD, as well as the TOWN agree that annexation of the Annexation Area by the TOWN ("Annexation") will serve to promote the health, safety and welfare of the persons and property within the area to be annexed.

### 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, AMPOA, AMISD and JUNCTION hereby agree as follows:

1. Annexation. The TOWN, having prepared the necessary petitions, reports, resolution and ordinances required under Wyoming Statute § 15-1-402 et seq., hereby agrees to complete the Annexation in compliance with Wyoming Statutes § 15-1-401 et seq., subject to any and all terms and conditions contained in the Ordinance.

2. Roads and Rights-of-Way Transfer. JUNCTION shall grant to the TOWN roadway and utility easements over and across the Roadway System (as that term is defined in the CC&Rs); AMPOA shall grant to the Town roadway and utility easements over and across the Road Lots (Lots 187 and 188), and AMPOA and AMISD agree to use commercially reasonable

efforts to transfer ownership of the Road Lots (Lots 187 and 188) to the TOWN within six (6) months of the passing of the Annexation Ordinance, recognizing that transfer of the Road Lots may require a vote of the members of AMPOA.

3. Roads and Rights-of-Way Maintenance. AMPOA and AMISD shall pay for snow removal for the 2018-2019 season. The TOWN will be responsible to maintain and remove snow from the roads and rights-of-way (Lots 187 and 188), within the Annexation Area beginning with the 2019-2020 season.

4. Road Reserves. AMPOA and AMISD shall continue to hold and accrue reserves for chip-sealing of the roads pursuant to the specifications on Exhibit B through the AMISD's 2019-2020 fiscal year. The TOWN shall be required to complete the work to conform to the most recent edition of the Wyoming Public Works Standard Specifications and any other Special Provisions deemed necessary by the consultant at the time of evaluation. Funding for the work shall be provided for through the reserves held by AMPOA and AMISD. After resurfacing in the year 2021 +/-, the TOWN shall be required to fund and complete roadway resurfacing as needed thereafter.

5. Open Space/Green Area/Commons. AMPOA and AMISD shall retain ownership of the open space, green area or commons areas (Lots 168, 169, 170, 171, 172, 173, 174 and 175), which shall remain for the exclusive use and enjoyment of property owners within the Annexation Area. All walking paths are also considered common area. The TOWN shall be responsible to provide water, if available, to these areas which the AMPOA and AMISD shall pay at the TOWN's standard rates. The TOWN shall not be responsible for the cost of installing any infrastructure needed to provide water to the open space/green area/commons. The TOWN shall not be responsible for maintenance of the area or to any improvements contained within the open space.

6. Restrictive Covenants to Remain in Effect. AMPOA shall maintain independent governance over the interpretation and enforcement of the CC&Rs and any other restrictive covenants, architectural and building covenants and restrictions within the Annexation Area. Upon Annexation, all property within the Annexation Area shall also be subject to the Town of Alpine, Wyoming's municipal ordinances, construction and building codes and land use regulations. In the case of variances between the two regulatory bodies, the more stringent shall apply. AMPOA/AMISD and the TOWN shall work together to create a comprehensive and efficient process for review and approval of construction projects within the Annexation Area.

7. Sewer Connection Rates per North Star Utility Agreement. The TOWN agrees to honor prepaid water and sewer hook-up fees which can be documented from prior signed agreements, receipts, or other information acceptable to the TOWN including the \$5,000 per ERU payment made by NSU on behalf of Alpine Meadows property owners in 2007-2008. This payment will be an available credit towards sewer hook-up fees for Alpine Meadows property owners. Otherwise water and sewer connection fees shall be in accordance with Town of Alpine Ordinance 245 as amended.



8. Water and Sewer Service Fees. Upon adoption of the ordinance approving Annexation, the TOWN agrees to charge the fees for water and sewer use fees as outlined in 245 Ordinance 2016-08 beginning at the time annexation occurs and cease charging the water and sewer use fees charged by North Star Utility. Water and Sewer Service Fees under 245 Ordinance 2016-08 are subject to change.

9. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To AMPOA: AMPOA  
P.O. Box 610  
Jackson, Wyoming 83001

To AMISD: AMISD  
P.O. Box 610  
Jackson, Wyoming 83001

To the Town: Town of Alpine  
P.O. Box 3070  
Alpine, Wyoming 83128

10. Entire Agreement. This Agreement together with the exhibits attached hereto and the documents referenced herein, 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.

11. 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.

12. Non-Liability of Town Officials, Employees and Others. No officer, representative, agent, or employee of the Town shall be personally liable to AMPOA or AMISD, or to any successor-in-interest or assignee of AMPOA or AMISD in the event of any default or breach by the TOWN or for any amount or any obligation arising under the terms of this Agreement.



13. 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.

14. No Third-Party Rights. The obligations of each of AMPOA and AMISD set forth herein shall not create any rights in and/or obligations to any persons or parties other than the TOWN, AMPOA and AMISD. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

15. 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.

16. 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.

17. Amendment. This Agreement may be amended only in writing signed by the parties hereto.

18. 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.

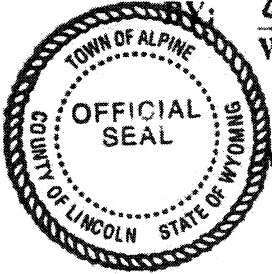
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

[Separate signature pages follow.]

Handwritten signature and initials in the bottom right corner of the page.

**TOWN:**

**TOWN OF ALPINE,**  
a Wyoming municipal corporation



W. Kennis Lutz  
W. KENNIS LUTZ, MAYOR

ATTEST: Sharon Backus

SHARON BACKUS, TOWN CLERK / TREASURER

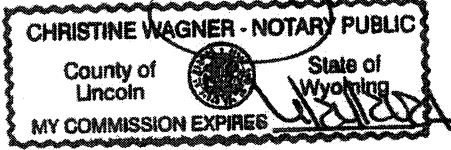
STATE OF WYOMING. )  
                                       ) SS.  
COUNTY OF LINCOLN )

ON THIS, the 24<sup>th</sup> day of June, 2018, 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.

Christine Wagner  
NOTARY PUBLIC

My Commission expires: June 24, 2021



AMPOA:

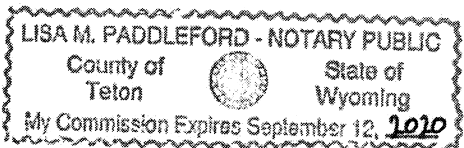
**ALPINE MEADOWS PROPERTY OWNERS ASSOCIATION, INC.  
a Wyoming nonprofit corporation**

BY: [Signature]  
ITS: Vice President

STATE OF WYOMING    )  
  ) SS.  
COUNTY OF TETON    )

ON THIS, the 20<sup>th</sup> day of June, 2018, personally appeared before me Sean Chapman, who acknowledged that he is the Vice President of ALPINE MEADOWS PROPERTY OWNERS ASSOCIATION, INC., a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said Corporation by authority of its Members, and said officer acknowledged to me that said Corporation executed the same.

WITNESS my hand and official seal.




Lisa M. Paddleford  
NOTARY PUBLIC

My Commission expires: 9-12-2020

AMISD:

**ALPINE MEADOWS IMPROVEMENT SERVICE DISTRICT,  
a Wyoming improvement and services district**

BY:   
ITS: President

STATE OF WYOMING    )  
  ) SS.  
COUNTY OF TETON    )

ON THIS, the 20th day of June, 2018, personally appeared before me Laura Ladd, who acknowledged that she is the President of the Board of Directors of ALPINE MEADOWS IMPROVEMENT SERVICE DISTRICT, a Wyoming improvement and services district, and that the foregoing instrument was signed on behalf of said District by authority of its Board of Directors, and said officer acknowledged to me that said Board of Directors executed the same.

WITNESS my hand and official seal.




Lisa M. Paddleford  
NOTARY PUBLIC

My Commission expires: 9-12-2020

**JUNCTION:**

**ALPINE JUNCTION, LLC,  
a Wyoming limited liability company:**

BY:   
ITS: Managing Member

STATE OF WYOMING    )  
   ) SS.  
COUNTY OF TETON    )

ON THIS, the 20th day of June, 2018, personally appeared before me Laura Ladd, who acknowledged that he<sup>(she)</sup> is the Managing Member of ALPINE JUNCTION, LLC, a Wyoming limited liability company, and that he<sup>(she)</sup> signed the foregoing instrument on behalf of said company.

WITNESS my hand and official seal.

Lisa M. Paddock  
NOTARY PUBLIC

My Commission expires: 11-20-20



## Exhibit A

### Legal Description of Annexation Area

A parcel of land, also known as the Alpine Meadows Subdivision recorded on 8/23/2005 as Instrument No. 911176 by the Lincoln County Clerk, located in the SE1/4SE1/4 of Section 19, the SW1/4SW1/4 and SE1/4SW1/4 of Section 20, the N1/2NW1/4 of Section 29, and the NE1/4NE1/4 of Section 30, T37N, R118W, 6th P.M., Lincoln County, Wyoming, further described as follows:

BEGINNING at the south 1/16 corner common to said Sections 19 and 20 where is found a monument as described in a Wyoming Corner Record on file in the Office of the Clerk of Lincoln County, Wyoming;

THENCE along the north line of the SW1/4SW1/4 of said Section 20, N89°58'35"E, 1315.50 feet to the southwest 1/16 corner of said Section 20 where is found a monument as described in a Wyoming Corner Record on file in said Office;

THENCE departing said north line and following the east line of that parcel of record described in Book 457 of Photostatic Records, Page 639 on file in said Office, S00°06'33"E, 1029.36 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "RLS 164";

THENCE along the north line of that parcel of record described in Book 457 of Photostatic Records, Page 114 on file in said Office, S89°57'51"E, 704.25 feet more or less to an intersection with the westerly right-of-way line of U.S. Highway 26 where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "RLS 164";

THENCE along said westerly right-of-way line, S08°05'28"E, 419.61 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "RLS 164";

THENCE departing said westerly right-of-way line and following the south line of said parcel of record described in Book 457 of Photostatic Records, Page 114, S89°58'43"W, 762.87 feet to a 5/8 inch diameter steel rebar;

THENCE along said east line, S00°12'03"W, 969.38 feet more or less to an intersection with the northerly Palisades Reservoir Take Line where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";

THENCE along said Palisades Reservoir Take Line through the following courses,  
N88°17'37"W, 648.39 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "RLS 164";

N82°19'49"W, 671.32 feet to an aluminum pipe with an aluminum cap inscribed "RLS 164";

N63°45'42"W, 581.95 feet to a 5/8 inch diameter steel rebar with a plastic cap stamped "PLS 698";

THENCE departing said Palisades Reservoir Take Line, along the west line of that parcel of record described in Book 467 of Photostatic Records, Page 454 on file in said Office, N00°01'44"E, 2052.29 feet more or less to an intersection with the north line of the SE1/4SE1/4 of said Section 19;

THENCE along the north line of said SE1/4SE1/4, S89°32'42"E, 519.89 feet to the POINT OF BEGINNING;

Said parcel ENCOMPASSES an area of 104.89 acres more or less.

## **Exhibit B**

### **Road Resurfacing Specifications**

The Work shall generally consist of constructing a seal coat in the year 2021±, contingent on an evaluation and recommendation by a qualified consultant, on the internal road system within Alpine Meadows encompassing an area of approximately 42,400 square yards, and restoration of any temporary staging or disturbed areas. Seal coat shall include application of emulsified asphalt followed immediately by a single layer application of 3/8-inch cover aggregate in a manner, and in sufficient quantities, to achieve approximately 70% cured embedment of the aggregate. The Work shall conform to the most recent edition of the Wyoming Public Works Standard Specifications and any other Special Provisions deemed necessary by the consultant at the time of evaluation. Payment for the consultant and 2021± chip seal coat work shall be from reserves accrued by the AMPOA and AMISD.