

**TOWN OF ALPINE  
ANNEXATION AGREEMENT  
FOR THE  
ALPINE LAKES ADDITION**

**THIS ANNEXATION AGREEMENT** (this “**Agreement**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **TOWN OF ALPINE**, a Wyoming municipal corporation (the “**Town**”), whose mailing address is P.O. Box 3070, Alpine, Wyoming 83128; and **PALISADES INVESTMENTS, LLC** (“**Lead Landowner**”), a Wyoming limited liability company, and **THE J.M. MCSWEENEY REVOCABLE TRUST**, who each constitute a “landowner” of the Property for the purposes of W.S. § 15-1-401(a)(ii) are collectively referred to as, the “**Landowner**.”

**RECITALS**

A. The Landowner owns approximately sixty-one (61) acres of land in Lincoln County that are contiguous to the boundary of the Town (the “**Property**”), which Property is depicted on **Exhibit A** to this Agreement and legally described on **Exhibit B** whose mailing address is to this Agreement. The Landowner constitutes the “landowner” of the Property for the purposes of W.S. § 15-1-401(a)(ii).

B. 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.”

C. The Landowner and Town desire to enter into this Agreement to establish the terms on which the Landowner shall allow the Town annex the Property, and the Town is willing to enter into this Agreement in order to establish such terms. The provisions of Sections 1, 3 and 13 through 26 and **Exhibit C** of this Agreement (the “**Presently-Enforceable Provisions**”) shall be effective and presently enforceable by and between parties regardless of whether or not the Town approves the annexation of the Property, and regardless of whether the de-annexation pursuant to Section 4 occurs. The Landowner acknowledges and agrees that the Town has not completed the annexation process and that Town will only be obligated to (i) annex the Property and (ii) perform the other than the Presently-Enforceable Provisions upon the Town’s approval of the annexation of the Property pursuant to W.S. §§ 15-1-401 *et seq.*, and in accordance with the Town’s annexation ordinance, Ordinance 2024-001, entitled “Uniform Annexation Process.”

D. On November 17, 2020, that certain Development Agreement Regarding Transfer of Water and Sewer Infrastructure; Recapture of Related Expenses; and Annexation of Subdivisions (the “**Original 2020 Agreement**”) was entered into by the Town, WJW Holdings WY, LLC, Excel Development, LLC, William J. Wiemann, and North Alpine Water Company, which Original 2020 Agreement was recorded with the Lincoln County Clerk on December 9, 2020 as Document 1014045, Book 1002, Page 631. The Original 2020 Agreement was amended on December 20, 2022, pursuant to a First Amendment (the “**2022 Amendment**,” and collectively with the Original 2020 Agreement, the “**2020 Agreement**”). The parties to the 2020 Agreement other than the Town (the “**Water & Sewer Construction and Dedication Parties**”) executed a Partial Assignment of Developer Credits on March 1, 2001, pursuant to which Lead Landowner was assigned the water and sewer connection credits under the 2020 Agreement.

E. The Original 2020 Agreement established certain agreements between the Town and the Water & Sewer Construction and Dedication Parties, where the Water & Sewer Construction and Dedication Parties had constructed various water and sewer infrastructure improvement that were dedicated to the Town and have been used by the Town and its residents, including: a new potable water well with an approximately 3,000 gallon per minute capacity, a new sewer force main and lift station, and other infrastructure.

F. Pursuant to the Original 2020 Agreement, the Town (1) recognized that the Water & Sewer Construction and Dedication Parties expended \$2,700,000 in relation to the design, construction and

installation of water and sewer infrastructure that was for the benefit of the Town and certain land, (2) granted water and sewer connection credits and recapture rights in exchange for that infrastructure, and (3) established that the credits were to be valid through November 16, 2040.

G. The 2022 Amendment revised the Original 2020 Agreement to: (1) reduce the value attributed to the installed infrastructure by approximately \$755,000, (2) fixed the number of wastewater Equivalent Residential Unit (aka ERU) connections at 250.3 ERUs and the number of water residential taps at 277.3, which was a reduction from the previously available credits under the Original 2020 Agreement, (3) suballocated the number of credits that could be used at 180 ERUs and 180 residential water taps, and (4) established that the the credit expiration for the sewer ERUs and residential taps would be December 20, 2040.

H. The Town and the Lead Landowner desire to amend the 2020 Agreement to provide more specificity and advantageous terms to the Town on the terms below, and in exchange for further concessions by the Lead Landowner in relation to the Property and the 2020 Agreement, the Town is willing to exchange certain benefits as to the Property in the form of credits and density as provided in this Agreement.

I. To the extent the annexation of the Property is approved pursuant to the terms of this Agreement, the Landowner, in 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.

J. To the extent the annexation of the Property is approved pursuant to the terms of this Agreement, the Town and the Landowner desire to have the Property be zoned pursuant to Town ordinances as either Single-Family Residential (R-1) and Mixed Residential and Commercial (MRC), as shown on **Exhibit D** attached to this 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, Town and Landowner agree as follows:

**1. CONTEMPLATED ANNEXATION AND PRESENTLY-ENFORCEABLE PROVISIONS.** The Town and the Landowner enter into this Agreement in connection with the initiation of the annexation process for the Property pursuant to W.S. §§ 15-1-401 *et seq.* and the Town's Uniform Annexation Process ordinance. Execution of this Agreement is a prerequisite to consideration of annexation but does not constitute a guarantee that the Property will be annexed. The Landowner may withdraw its petition for annexation at any time prior to the Town Council's adoption of an annexation ordinance for the Property. Upon adoption of an annexation ordinance by the Town Council, the annexation shall be a legislative act of the Town and shall become effective only as provided by W.S. § 15-1-408 upon publication of the adopted ordinance. Following adoption of an annexation ordinance, neither party shall have the right under this Agreement to revoke, rescind, or undo the annexation or to require de-annexation of the Property, except pursuant to the express terms of Section 4. The Town shall not be obligated to delay, revoke, or rescind an annexation ordinance except as required by Wyoming law, where the Town has agreed to the provisions of Section 4 as to de-annexation in compliance with Wyoming law. The Presently-Enforceable Provisions shall remain enforceable regardless of whether annexation is ultimately approved and regardless of whether the Property is de-annexed pursuant to the express terms of Section 4; all other provisions shall become effective only upon the effective date of annexation as provided by statute.

**2. PURPOSE; RECITALS; DEFINITIONS; RELATIONSHIP TO 2020 AGREEMENT AND RELATED PROVISIONS OF LAW.** The recitals above are incorporated into this Agreement. The purpose of this Agreement is to set forth the terms and conditions applicable to the annexation and development of the Property, and, pursuant to the express terms of Section 4, the potential

de-annexation of the Property, consistent with the Town’s Uniform Annexation Process, Land Use and Development Code, and Municipal Master Plan. The definitions set forth in **Exhibit C** are incorporated into this Agreement. Except as expressly stated otherwise, the requirements of this Agreement are in addition to, and not in lieu of, all applicable laws and ordinances. To the extent permitted by law, if a provision of this Agreement conflicts with the 2020 Agreement, this Agreement shall control and shall be deemed to amend and modify the 2020 Agreement as it relates to the Property.

**3. AMENDMENT OF 2020 AGREEMENT; SEWER ERUS; RESIDENTIAL WATER TAPS.** The provisions of this Section 3 shall apply solely to and benefit the Lead Landowner (subject to assignment pursuant to the terms of Section 14) and shall amend and supersede the provisions of the 2020 Agreement relating to water and sewer connection credits for the Property.

a. Recognition of Connection Credits. The Town acknowledges that the Lead Landowner holds the 180 Water Credits and 180 Sewer Credits for an aggregate initial Water Credit amount of \$630,000.00 and an aggregate initial Sewer Credit amount of \$1,620,000.00 (collectively, the “Credits”), thus totaling \$2,250,000.00.

b. Application of Credits. The Credits shall only be applied to Applicable Water and Sewer Costs. As to each ERU, up to only one Water Credit and one Sewer Credit may be applied. To the extent that the Water Credits or Sewer Credits are applied pursuant to this Agreement, the amount of the Credits, as applicable, shall be reduced on a dollar-for-dollar basis, by the Applicable Water and Sewer Costs to which the Credits are applied. Credits may be applied only to offset the Applicable Water and Sewer Costs as established by the Town’s ordinances in effect at the time a building permit is issued. The Credits shall not apply to, and shall not offset, base rates, readiness-to-serve fees, usage charges, impact fees, or development fees imposed by ordinance that do not qualify as Applicable Water and Sewer Costs as defined in this Agreement.

c. Example. As an example, and not a limitation of the provisions of this Section, for one ERU, and based on the current fees as of the date of this Agreement:

Water Connection Fee for one ERU is	\$1,500.00
Water Capacity Fee is for one ERU is	\$7,925.00
<u>One Water Credit may be applied</u>	<u>(\$3,500.00)</u>
Leaving a cost to connect to water of	\$5,925.00
Sewer Connection Fee for one ERU is	\$1,000.00
Sewer Capacity Fee for one ERU is	\$10,080.00
<u>One Sewer Credit may be applied</u>	<u>(\$9,000.00)</u>
Leaving a cost to connect to sewer of	\$1,080.00

d. Governing Ordinances. Nothing in this Agreement shall be construed to limit the Town’s authority to adopt, amend, or apply such ordinances, provided, however, that to the extent that additional items that constitute Applicable Water and Sewer Costs are adopted by the Town, the Credits may be applied to such additional or amended Applicable Water and Sewer Costs.

e. No Fixed Unit Cost or Cash Monetary Value; No Refund. The Credits do not have any cash value to the extent that the Credits are not applied by the Lead Landowner. It is possible that additional Applicable Water and Sewer Costs or additional Monthly Fees may be adopted by Town, in which event, the Credits may not be sufficient to obtain connection for one-hundred eighty residences without paying amounts required in addition to the application of the Credits. No fixed “unit cost,” fee freeze, escalation, or price protection is created by this Agreement. The value and effect of the Credits shall be determined solely by the ordinances in effect at the time of application.

In no event shall the Lead Landowner be entitled to any cash refund in relation to the Credits or any unused portion of the Credits.

f. Payment of Capacity Fees and Other Charges. Except to the extent that Credits are applied to Applicable Water and Sewer Costs, Lead Landowner shall pay all additional Applicable Water and Sewer Costs and Monthly Fees and all other fees and charges required by ordinance at the time of building permit issuance.

g. Allocation and Expiration of Credits. The Credits may be allocated or reallocated within the Property boundaries, pursuant to an assignment pursuant to Section 14. Unused Credits shall expire on **December 20, 2040**.

h. No Election of Alternative Fee Structures. The Lead Landowner shall not have the right to elect alternative or prior water or sewer fee structures. All fees and charges shall be assessed pursuant to the ordinances in effect at the time they are imposed, subject to the terms of this Section.

#### 4. **ZONING; MINIMUM LOT AREA; MINIMUM SETBACKS; ETC.**

a. Zoning Classification at Annexation. In connection with the annexation of the Property, the Town and the Landowner acknowledge a shared intent that the Property be considered for zoning classifications generally consistent with **Single-Family Residential (R-1)** and **Mixed Residential and Commercial (MRC)**, as conceptually depicted on **Exhibit D**. Any zoning designation shall be subject to adoption through the Town's legislative zoning process in effect at the time of annexation. To the extent that the Property is not zoned with the zoning categories as shown in **Exhibit D**, the Lead Landowner shall have the right to terminate this Agreement and to abandon the annexation process by written notice to the Town, and the Town shall provide the Lead Landowner with at least a three (3) business day period prior to annexation in order to exercise that right.

b. High-Density and Mixed-Use Planning Area. The Town and the Landowner acknowledge that the Property is intended to serve as a planning area for higher-density residential and mixed-use development concepts as part of the Town's ongoing comprehensive master plan and land use review. The Town agrees to consider development standards for the Property that support increased density and flexibility, including but not limited to lot size, setbacks, parking, building height, accessory structures, and mixed-use development, consistent with adopted planning policies and applicable law.

c. Zoning Code Amendments. Any amendments to the Town's Land Use and Development Code affecting the Property, including amendments addressing minimum lot area, setbacks, parking requirements, building height, accessory structures, or mixed-use conversions, shall be considered and adopted only through the Town's normal legislative process. Nothing in this Agreement shall be construed as a guarantee that any specific zoning amendment or development standard will be adopted.

d. Conceptual Development Attributes. The development attributes described in this Agreement are intended to reflect conceptual planning goals and potential regulatory options that the Town may consider applying to the Property. Such attributes shall apply to the Property only if and when adopted by ordinance or rezoning action by the Town Council and shall not be deemed vested or guaranteed by this Agreement.

e. Master Plan Authority Reserved. The Landowner acknowledges that the Town is in the process of a comprehensive review of its master plan and zoning framework. The Town expressly retains full authority to adopt, amend, or implement its master plan, zoning ordinances,

and subdivision regulations of general applicability. Future amendments adopted as part of that process may apply to the Property, provided the Town shall act in good faith to consider the Property's role as a higher-density or mixed-use area consistent with adopted planning policies.

f. No Contractual Zoning Freeze or Anti-Downzoning Protection. Nothing in this Agreement shall be construed to prohibit the Town from rezoning or amending zoning or subdivision regulations applicable to the Property. The Town does not agree to maintain any zoning classification, density, or development standard for any fixed period of time, except as otherwise required by applicable law.

g. Vesting. No zoning, density, or development rights shall vest under this Agreement except as provided by Wyoming law.

h. Cooperation. The Town and the Landowner agree to continue to work cooperatively through the annexation, planning, and zoning processes to advance development of the Property in a manner consistent with the Town's long-term planning objectives and the Landowner's development goals.

i. De-Annexation at Lead Landowner Election. Notwithstanding any other term of this Agreement to the contrary, to the extent that the Town adopts an ordinance annexing the Property and zoning the property, the Town shall concurrently adopt an ordinance pursuant to W.S. § 15-1-421(c) providing that the Town approves the de-annexation of the entirety (but not less than the entirety) of the Property to the extent that on or before the date that is 21 months after the date of this Agreement, the Lead Landowner has provided the Town with written notice (a "**De-Annexation Initiation Notice**") that either (a) a Further Zoning Amendment has not been adopted by May 30, 2027 with the Minimum Zoning Attributes (as those terms are defined below) or (b) a Further Zoning Amendment has been adopted prior to the date that is 18 months after the date of this Agreement and the Lead Landowner objects to the provisions of the Further Zoning Amendment, in the discretion of the Lead Landowner. In conjunction with Lead Landowner providing a De-Annexation Initiation Notice, the Lead Landowner shall provide the petition contemplated by W.S. § 15-1-421(c)(i) for the Property. Any De-Annexation Initiation Notice shall be delivered within sixty (60) days after the adoption of a Further Zoning Amendment or the Lead Landowner shall be deemed to have waived its rights to deliver a De-Annexation Initiation Notice in relation to the applicable Further Zoning Amendment. Any de-annexation pursuant to this Section 4(i) shall be subject to the contiguity requirements of W.S. § 15-1-421(c)(iii) and the anti-island requirements of W.S. § 15-1-421(e) being satisfied. The term "**Further Zoning Amendment**" means an amendment of the Town's Land Use and Development Code and zoning map to rezone the Property from the zoning set forth on **Exhibit D**. The term "**Minimum Zoning Attributes**" means zoning having a density of **5.4 residential units per acre of the Property that is zoned for residential uses** as well as **110,000 square feet** of commercial or light industrial development. Upon any de-annexation pursuant to this Section: (i) the Presently-Enforceable Provisions shall remain in full force and effect, (ii) the Credits shall remain in full force and effect on the terms of Section 3, (iii) the Lead Landowner shall have the right to connect to the Town's water and sewer infrastructure and systems for the same charges and rates that are applicable to residents of the Town, subject to the right to apply the Credits, and without the imposition of any requirements that would otherwise be applicable to property outside of the boundary of the Town (as opposed to property located within the Town's boundaries. To the extent that the Lead Landowner has partially assigned any portion of the Credits pursuant to Section 14, then this Subsection 4(i) shall be of no further force and effect; provided, however, that for the purposes of clarity, the Lead Landowner may assign all of the Credits pursuant to Section 14 in conjunction with a sale of all or a portion of the Property owned by the Lead Landowner and in the event of any such full assignment, this Subsection 4(i) shall remain in full force and effect. The Landowner who is not the Lead Landowner hereby specifically agrees and consents to Lead Landowners rights

under this Subsection 4(i) and agrees to cooperate and execute such agreements and consents as may be required in order to complete the de-annexation of the Property to the extent applicable under this Subsection.

**5. DENSITY AND DENSITY-BASED ANNEXATION FEE.**

a. Density Planning Intent. The Town and the Landowner acknowledge that the Property is proposed to accommodate higher-density residential development and a mix of residential, commercial, and light industrial uses, consistent with the Town’s long-term planning objectives and subject to zoning and development approvals adopted by the Town.

b. Maximum Density; No Minimum Guarantee. Subject to zoning and development approvals, residential development on the Property shall not exceed the greater of **five (5) dwelling units per acre or three hundred fifty (350) dwelling units**, unless otherwise approved by the Town Council through subsequent legislative action. Nothing in this Agreement shall be construed as guaranteeing any minimum level of residential density.

c. Non-Residential Development. Subject to applicable zoning approvals, the Property may be considered for up to **110,000 square feet** of commercial or light industrial development. The location and allocation of residential and non-residential development shall be subject to Town review and approval through the zoning, subdivision, and site plan processes.

d. Annexation Fees. The Landowner shall pay the following fees as a condition to annexation:

- i. Within thirty (30) days after annexation, the Landowner shall pay an annexation fee equal to the Annexation Rate as applied to zoning of the Property established in conjunction with annexation.
- ii. In the event that a Further Zoning Amendment is adopted on or before May 30, 2027, then within thirty (30) days after Lead Landowner has waived or is deemed to have waived its right to deliver a De-Annexation Initiation Notice in relation to the applicable Further Zoning Amendment under Subsection 4(i), the Landowner shall pay an annexation fee equal to the Annexation Rate in relation to the zoning of the Property that was established pursuant to the Further Zoning Amendment, to the extent such zoning density is more intense than the zoning established in conjunction with annexation.

The term “Annexation Rate” means

- Residential: \$400 per approved dwelling unit;
- Commercial or Light Industrial: \$150 per 1,000 square feet of approved floor area.

To the extent that the Property is de-annexed pursuant to Section 4, the fee paid pursuant to Section 5(d)(i) shall be nonrefundable, and no fee shall be payable pursuant to Section 5(d)(ii).

e. Reservation of Legislative Authority. The Town reserves the right to amend annexation fees, density-based fees, or related requirements by ordinance or resolution of general applicability. The annexation fees and standards in effect at the time they are imposed shall control.

f. Accessory Units. Accessory dwelling units shall not be counted toward residential density or annexation fee calculations unless otherwise provided by ordinance.

**6. TERMINATION OF PRIOR CONDITIONAL USE PERMIT UPON ANNEXATION.**

The Town and the Landowner acknowledge that, as of the date of this Agreement, a portion of the Property is subject to a conditional use permit issued by Lincoln County, Wyoming, identified as File No. 107 PZ 18, approved September 8, 2018 (the “County CUP”). Upon annexation of the Property into the Town, the County CUP shall no longer govern land use, development, or permitting within the annexed area, and all future land use and development of the Property shall be subject to the Town’s zoning, land use, and development ordinances and permitting processes. Nothing in this Agreement shall be construed as an action by the Town to revoke, terminate, or invalidate the County CUP, nor as a representation regarding the legal status of the County CUP under County law. The parties acknowledge that any termination or expiration of the County CUP shall occur, if at all, by operation of law or action of the issuing authority.

**7. TRANSFER OF DEVELOPMENT RIGHTS.**

a. No Town-Wide Transfer by Contract. The Landowner acknowledges that under Town ordinances in effect as of the date of this Agreement, zoning density, dwelling units, and permissible floor area are regulatory attributes established by ordinance and are not freely transferable between parcels of land within the Town by private agreement.

b. Project-Specific Adjustments. Subject to applicable zoning approvals, the Town may consider adjustments to the distribution of residential density or floor area within the Property through the subdivision, site plan, or zoning processes, provided such adjustments are consistent with adopted ordinances and planning policies.

c. No Off-Site Transfers Without Ordinance. No residential development units, accessory units, or permissible floor area may be transferred from the Property to any other parcel within the Town unless and until the Town adopts an ordinance of general applicability expressly authorizing such transfers and establishing standards, procedures, and receiving areas for such transfers.

d. No Vested or Property Right Created. Nothing in this Agreement shall be construed to create a vested right, property interest, or compensable entitlement in zoning density, dwelling units, or floor area. All such attributes remain subject to regulation by the Town.

**8. PHASING AND EXPANSION OF PROPERTY.**

a. Phased Development. The Landowner may propose to develop the Property in phases, subject to Town approval through the subdivision, zoning, site plan, and permitting processes. The Town may condition or approve phasing based on infrastructure availability, public services, utilities, traffic, and compliance with applicable ordinances.

b. No Contractual Vesting. Nothing in this Agreement shall be construed to vest development rights, satisfy performance deadlines, or eliminate time requirements by contract. Vesting of any zoning or development rights shall occur only as provided by Wyoming law and applicable Town ordinances.

c. Performance Deadlines. Any deadlines, expiration dates, or performance requirements set forth in this Agreement shall remain enforceable unless expressly modified in writing by the Town. Partial development or phased approvals shall not excuse compliance with such requirements unless approved by the Town.

d. Additional Property; No Automatic Expansion. Any request to include additional property within the scope of this Agreement or the annexation shall require a separate written request and approval by the Town Council through its legislative processes. The Town shall have

sole discretion to approve or deny such requests, and no additional property shall be deemed part of the Property under this Agreement unless expressly approved by amendment.

e. Density for Additional Property. No density, zoning, or development rights shall automatically attach to any additional property. Any density applicable to newly annexed or added property shall be determined through the Town's zoning and annexation processes in effect at the time of approval.

9. **ROADS.** Upon the construction of roads (as opposed to driveways serving only one or two development units) consistent with the minimum construction standards for roads within the Town, the Town's inspection of said roads so as to confirm such compliance, and upon an offer of dedication by the Landowner, the Town may accept roads within the Property as publicly dedicated roads, and shall record or otherwise indicate of record the Town's acceptance of such dedication. 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. 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. The provisions of this Section are subject to the terms of Section 11.

10. **TOWN APPROVALS.** All public improvements required for development of the Property ("**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, in accordance with applicable Town ordinances, standards, and procedures. Such approval shall not be unreasonably withheld, provided the proposed Infrastructure complies with all applicable requirements.

11. **PROCESS FOR CONFIRMING TOWN'S WILLINGNESS TO ACCEPT INFRASTRUCTURE.** The Town and Landowner acknowledge that in order for the Landowner to be able to plan development on the Property, in particular in relation to the standard of construction for roads and additional infrastructure to be dedicated to the Town, the Landowner will need certainty as to whether the Town will accept a dedication of roads and additional infrastructure located on the Property. As a result, at any time prior to submitting a plan or permit, the Landowner shall have the right to apply to the Town for a determination of whether the Town will accept a dedication of roads and additional infrastructure located on the Property, and the Town will timely act in relation to a determination. The Town is not bound to agree to accept a dedication pursuant to this Section 11, but to the extent that the Town agrees to accept a dedication and the applicable roads or additional infrastructure located on the Property are constructed otherwise in accordance with applicable Town ordinances, standards, and procedures, the Town shall be bound to accept a dedication of such roads or additional infrastructure.

12. **TOWN COMMITMENTS.** Subject to the Landowner's compliance with applicable Town ordinances and the provisions of this Agreement, the Town agrees as follows:

a. Plat Review and Approval. The Town shall review and may approve subdivision plats for the Property that comply with applicable Town ordinances, regulations, and procedures.

b. Processing of Applications. The Town shall make reasonable efforts, consistent with applicable law and staffing resources, to timely process applications and permits required for development of the Property.

c. Existing and Transitional Uses. In connection with annexation and subject to applicable ordinances:

i. Irrigation Well. The Landowner may continue to operate the existing water well for irrigation purposes on the Property, provided such use complies with applicable law and is limited to irrigation.

ii. Septic Systems. Existing septic systems on one-acre lots may continue to operate in compliance with applicable ordinances and without connecting to Town sewer systems; provided, however, that upon the failure of an existing septic system, the lot shall then be subject to applicable Town sewer connection requirements.

13. **DEFAULT.**

a. **Landowner Default.** If the Landowner fails to comply with any material term or condition of this Agreement, the Town shall provide written notice describing the default. Except where immediate action is required to protect public health, safety, or welfare, or to enforce Town ordinances or applicable law, the Landowner shall have thirty (30) days from receipt of such notice to cure the default. If the default cannot reasonably be cured within thirty (30) days, the Landowner shall have such additional time as may be reasonably necessary to cure the default, provided the Landowner commences cure within the initial thirty (30) day period and thereafter diligently pursues such cure to completion. Upon the Landowner's failure to timely cure, or where immediate action is otherwise authorized, the Town may exercise any one or more of the following remedies, which remedies are cumulative and in addition to all other rights and remedies available to the Town under this Agreement, Town ordinances, or applicable law:

i. **Refusal to Accept Infrastructure.** Refuse to accept dedication, ownership, or maintenance of any Infrastructure within the Property. Any future acceptance of Infrastructure shall be subject to full compliance with Town standards, inspections, and formal acceptance by the Town in its discretion.

ii. **Stop Work Orders.** Issue stop work orders or take other enforcement action as authorized by Town ordinances or applicable law. Any stop work order shall remain in effect until the Town determines that the applicable violations have been cured and all other requirements of law are satisfied.

iii. **Legal or Equitable Relief.** Pursue injunctive relief, declaratory relief, or other equitable remedies as permitted by law, provided, however, that other than the express remedies set forth in Section 13(a)(i) and (ii) the Town's remedies for an uncured breach by the Town shall be limited to declaratory or injunctive relief (including an injunction to pay amounts due from Landowner under this Agreement, as permitted by law. The Town shall have no right to recover monetary damages against the Landowner.

Nothing in this Agreement shall be construed to limit the Town's police powers, legislative authority, or its ability to enforce its ordinances, resolutions, rules, or regulations.

b. **Town Default.** If the Town fails to comply with a material, non-legislative obligation expressly set forth in this Agreement, the Landowner shall provide written notice describing the alleged failure. The Town shall have thirty (30) days from receipt of such notice to cure, or such additional reasonable time as may be necessary if the Town commences cure within the initial period and thereafter diligently pursues cure. The Landowner's remedies for an uncured breach by the Town shall be limited to declaratory or injunctive relief, as permitted by law. The Landowner shall have no right to recover monetary damages against the Town.

c. **Limitation of Liability.** In no event shall either party be liable to the other for consequential, special, or punitive damages.

**14. ASSIGNMENT; BINDING EFFECT; COVENANTS APPURTENANT TO THE LAND.**

a. Assignment of Agreement. Lead Landowner may assign this Agreement, in whole or in part, in conjunction with the transfer of portion of the Property, without any requirement for the consent of the Town, pursuant to terms of an assignment agreement that meets the requirements of Section 14 of this Agreement. Palisades Investments, LLC ( its successors) may (i) partially or wholly assign the Credits to any other owner of a portion of the Property, and (ii) assign in whole, but not in part, its designation as “Lead Landowner” to a future owner of the Property to whom Palisades Investments, LLC (or its successors) assigns a portion of the Credits, pursuant to terms of an assignment agreement that meets the requirements of Section 14 of this Agreement. In all events, any Lead Landowner must be an owner of a portion of the Property. Any assignee shall execute a written assumption agreement, in a form commercially reasonable acceptable to the Town, agreeing to be bound by the terms of this Agreement. To the extent that the Landowner seeks to assign this Agreement to an entity or person that does not have a direct or indirect ownership interest in the Property at the time of assignment, or in relation to an assignment not specifically contemplated pursuant to the above provisions, then such assignment shall be subject to the consent of the Town, not to be unreasonably withheld, delayed or denied.

b. No Automatic Assignment. No assignment shall be effective unless and until the required assumption documents have been executed and delivered.

c. Covenants Running with the Land. Those covenants and conditions of this Agreement that are intended by their nature to run with the land shall run with the Property and bind successors in interest. Contractual rights, credits, density provisions, fee provisions, and procedural benefits shall not run with the land except as expressly provided in this Agreement.

d. No Waiver of Town Authority. Nothing in this Section shall be construed to limit the Town’s authority to enforce this Agreement, its ordinances, or applicable law against any owner of the Property.

e. Assignment of Record. At the request of a Landowner, the Town shall acknowledge, in a form that may be recorded, an assignment conforming with the provisions of this Section.

**15. CONSTRUCTION; RELATIONSHIP TO ORDINANCES; COOPERATION.**

a. Relationship to Ordinances. This Agreement sets forth project-specific terms applicable to the Property and is intended to supplement, not supersede, applicable Town ordinances. In the event of a conflict between this Agreement and any Town ordinance or applicable law, the ordinance or law shall control.

b. No Limitation on Legislative or Regulatory Authority. Nothing in this Agreement shall be construed to limit or waive the Town’s legislative, regulatory, or police powers, including the authority to adopt, amend, or enforce ordinances of general applicability.

c. Interpretation. This Agreement shall be construed according to its plain meaning and not against either party by reason of authorship.

d. Intergovernmental Cooperation. If approvals from other governmental agencies are required for subdivision or development of the Property, the Town and the Landowner agree to cooperate in good faith to facilitate such approvals, to the extent permitted by law.

e. Conditions on Approvals. The Town may impose reasonable conditions on approvals, permits, or authorizations related to the Property as required by applicable ordinances, standards, or law. Nothing in

this Agreement shall prevent the Town from requesting amendments or modifications to this Agreement where necessary to address changed circumstances or legal requirements.

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, or overnight delivery and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner or, if sent by overnight delivery, upon delivery or refusal of delivery.

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

18. **ENTIRE AGREEMENT.** This Agreement, together with the exhibits attached hereto, contains the entire agreement of the parties, and supersedes 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.

19. **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.

20. **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.

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

22. **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..

23. **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.

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

25. **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.

26. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, defense, or protection available to the Town under the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*, or other applicable law. Any claim arising under this Agreement shall be subject to the procedures, limitations, and liability caps set forth in the Wyoming Governmental Claims Act. The foregoing does not modify the right of the Landowners to enforce this contract by an action based solely on the express terms of this contract, otherwise subject to the terms of the Wyoming Governmental Claims Act.

[Separate signature pages follow.]

**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.

**LEAD LANDOWNER:**

**PALISADES INVESTMENTS, LLC,**  
a Wyoming limited liability company

BY: \_\_\_\_\_  
TREVOR FUNK, MANAGER

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, 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:

**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.

**LANDOWNER:**

THE J.M. MCSWEENEY REVOCABLE TRUST

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Trustee

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (name) as the Trustee (title) of THE J.M. MCSWEENEY REVOCABLE TRUST (name of Landowner), 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:

**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.

**TOWN:**

TOWN OF ALPINE,  
a Wyoming municipality

BY: \_\_\_\_\_  
ERIC GREEN, MAYOR

**ATTEST:**

\_\_\_\_\_  
MONICA CHENAULT, TOWN CLERK

STATE OF WYOMING            )  
  ) SS.  
COUNTY OF LINCOLN        )

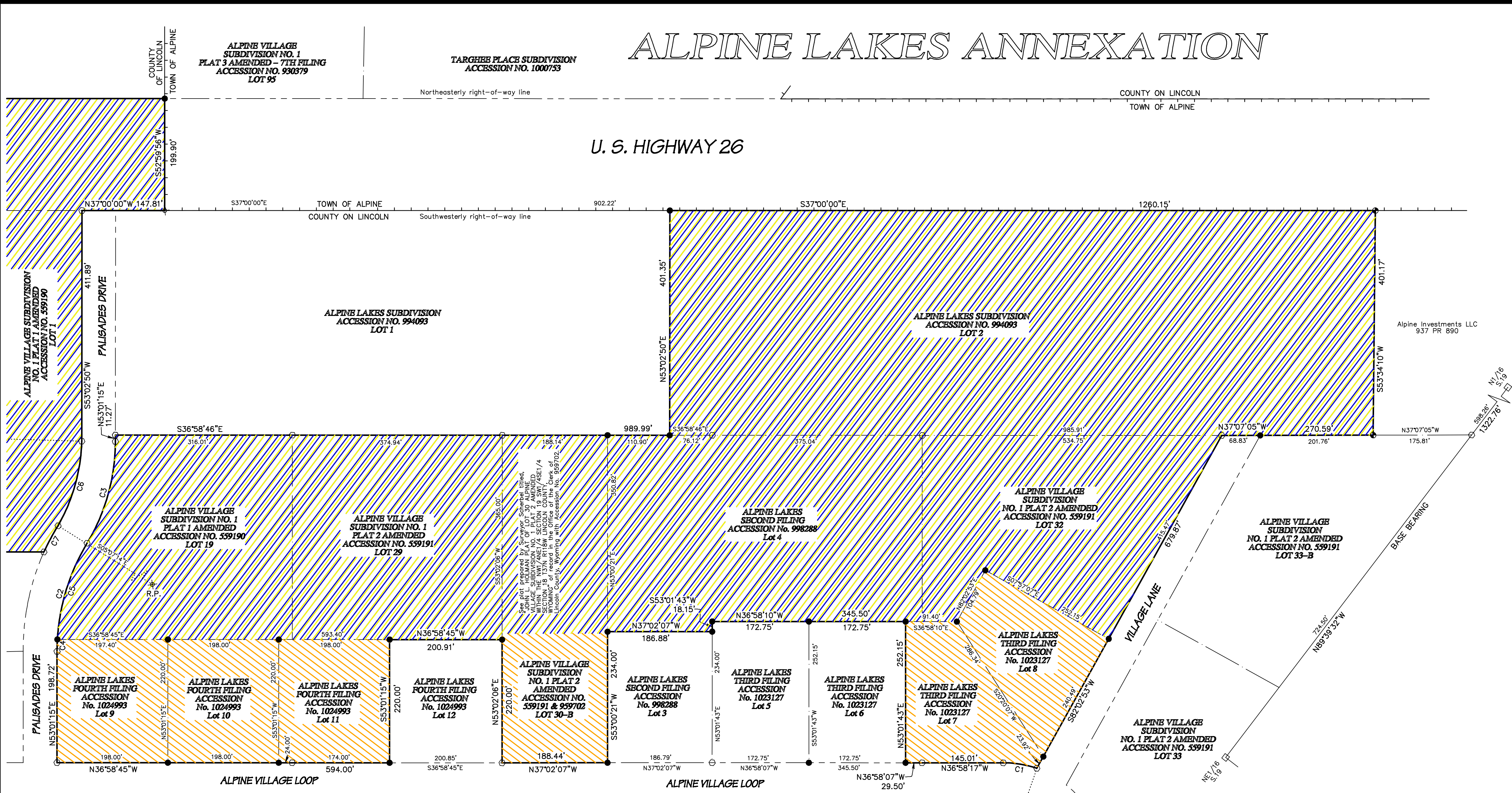
ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public for the State of Wyoming, personally appeared ERIC GREEN, MAYOR of the TOWN OF ALPINE, a Wyoming municipality, who acknowledged that he executed the foregoing instrument on behalf of said Town.

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  
DEPICTION OF PROPERTY

# ALPINE LAKES ANNEXATION



## CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
 } ss.  
 COUNTY OF LINCOLN }

I, Karl F. Scherbel, of Afton, Wyoming, hereby certify that this plat was made from notes taken during an actual survey made by persons under my supervision during November 2023 and from records in the Office of the Clerk of Lincoln County and that it correctly represents **ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE**;

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, and 11 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 with Accession No. 559190, part of Lots 29 and 32 of Alpine Village Subdivision No. 1 Plat 2 Amended with Accession No. 559191, and all 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, 593.26 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 rebar 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 northerly 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;

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'-21"W, 234.00 feet, along the northwesterly line of said Lot 3, to the west point thereof, on said northeasterly right-of-way line of Alpine Village Loop;

thence N37°-02'-07"W, 188.44 feet, along said right-of-way line, to the south rebar of Lot 12 of said Fourth Filing;

thence N53°-02'-06"E, 220.00 feet, along the southeasterly line of said Lot 12, to the east point thereof;

thence N36°-58'-45"W, 200.91 feet, along the northeasterly line of said Lot 12, to the north point thereof;

thence S53°-01'-15"W, 220.00 feet, along the northwesterly line of said Lot 12, to the west point thereof, on said northeasterly right-of-way line;

thence N36°-58'-45"W, 594.00 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 rebar 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 rebar;

N53°01'-15"E, 11.27 feet, to the north 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;

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 a net area of 32.87 acres, more or less;

AND

CONTINUED ON SHEET 2 OF 2

## CERTIFICATE OF ACCEPTANCE

STATE OF WYOMING }  
 } ss.  
 COUNTY OF LINCOLN }

It is hereby certified that the **ALPINE LAKES ANNEXATION TOWN OF ALPINE** was approved by Ordinance No. \_\_\_\_\_

Signed and dated at Alpine, Wyoming on \_\_\_\_\_ 2025.

Attest: \_\_\_\_\_ Town of Alpine

Monica Chenault, Clerk \_\_\_\_\_ Eric Green, Mayor

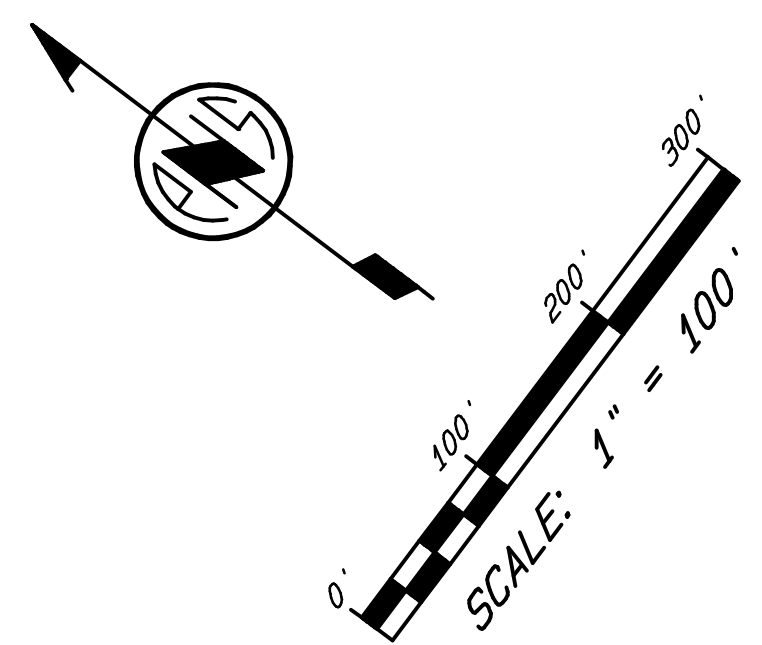
## CERTIFICATE OF RECORDATION

This plat was filed for record in the Office of the Clerk of Lincoln County on this \_\_\_ day of \_\_\_\_\_, 2025.

April Brunski, Clerk

## CURVE TABLE

CURVE	LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD	TANGENT
C1	61.04'	19°25'43"	180.00'	N27°44'34"W	60.74'	30.81'
C2	202.89'	31°00'00"	375.00'	N68°31'15"E	200.43'	104.00'
C3	191.06'	31°00'00"	353.12'	N68°31'15"E	188.73'	97.93'
C4	21.29'	31°5'11"	375.00'	S54°38'50"W	21.29'	10.65'
C5	181.60'	27°44'49"	375.00'	S70°08'50"W	179.83'	92.62'
C6	158.44'	28°05'50"	323.10'	S68°41'14"W	156.86'	80.85'
C7	53.21'	7°00'34"	434.97'	S81°22'28"W	53.18'	26.64'
C8	302.33'	1°31'30"	11359.45'	S36°12'41"E	302.32'	151.17'
C9	309.60'	1°32'04"	11559.46'	S36°12'43"E	309.59'	154.81'
C10	394.58'	1°59'25"	11359.45'	S34°27'14"E	394.56'	197.31'
C11	400.13'	1°59'00"	11559.46'	S34°27'11"E	400.11'	200.09'



**ADVANCE PLAT**  
 SUBJECT TO CORRECTION  
 AND APPROVAL

**PLAT TO ACCOMPANY ORDINANCE NO. \_\_\_\_\_**  
**ALPINE LAKES ANNEXATION TO THE TOWN OF ALPINE**  
**WITHIN THE**

**E1/2SW1/4 NW1/4SE1/4**  
**S1/2SE1/4 SECTION 18**  
**N1/2NE1/4 SECTION 19**  
**T37N R118W**  
**LINCOLN COUNTY, WYOMING**

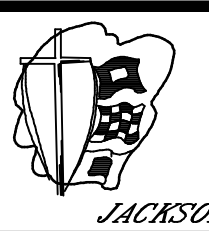
## LEGEND

- Indicates a Corner Record filed or to be filed in the Office of the Clerk of Lincoln County.
- △ Indicates a 6" x 6" concrete post with brass cap inscribed: "STATE HIGHWAY DEPT. R.O.W. MARKER", with appropriate details, found.
- indicates a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed: "SURVEYOR SCHERBEL LTD.", and other details, found this survey.
- indicates a 5/8" steel reinforcing rod with an aluminum survey-kap survey marker inscribed: "LS 526", found.
- ⊙ indicates a 2" aluminum cap inscribed: "LOYD B. BAKER & ASSOCIATES PE/LS 698 THAYNE WYOMING", found.
- ⊗ indicates a calculated position, no monument found or set.
- ⊠ indicates a platted lot line or deed line of record.
- indicates a right-of-way line.
- ▨ indicates boundary of Alpine Lakes Annexation to the Town of Alpine as Mixed Residential and Commercial (MRC) Zone.
- ▩ indicates boundary of Alpine Lakes Annexation to the Town of Alpine as Single Family Residential (R-1) Zone.

The Base Bearing for this survey is the south line of the NE1/4NE1/4 of Section 19 T37N R118W, being N89°-39'-32"W.

Due to the rounding algorithms of automated computer drafting, the sum of the parts of total distances shown may be 0.01' different from the total distance shown.

DATE: 20 August 2025  
 DRAWN BY: Kade Beus  
 CALCULATED BY: Kade Beus  
 CATEGORY/PART: AL/Alpine Lakes Annexation  
 FIELD BOOK:  
 COMPUTER FILE: AlpineLakes ANNEX-2nd.pro



**SURVEYOR SCHERBEL, LTD.**  
 PROFESSIONAL LAND SURVEYORS

BOX 96 BIG BEND DRIVE-MARBLETON, WYO. 83119 TEL. 307-276-3347  
 BOX 725 AFTON, WYO. 83110 TEL. 307-285-9319 ALPINE, WYO. 83129 TEL. 307-285-9319  
 JACKSON, WYO. TEL. 307-733-5903; LAVA, ID. TEL. 208-776-5930; MONTPELIER, ID. TEL. 208-847-2800

REVISIONS:

# ALPINE LAKES ANNEXATION

## CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss.  
COUNTY OF LINCOLN }

### CONTINUED FROM SHEET 1 OF 2

That part of the E1/2SW1/4 and the W1/2SE1/4 of Section 18, T37N R118W, Lincoln County, Wyoming, being all of Lots 1-4 of Alpine Village Subdivision No. 1 Plat 1 Amended of record in the Office of the Clerk of Lincoln County with Accession No. 559190 and that part of U.S. Highway 26, described as follows:  
BEGINNING at the west position of Elkhorn Meadow Annexation, of record in said Office with Accession No. 1025136, on the southwesterly right-of-way line of said U.S. Highway 26, being N37°-00'-00"W, 902.22 feet, from the north point of Lot 2 of Alpine Lakes Subdivision, of record in said Office with Accession No. 994093;

thence N37°-00'-00"W, 147.81 feet, along said right-of-way line, to the east rebar of said Lot 1, on the northwesterly right-of-way line of said Palisades Drive;

thence along said right-of-way line as follows:  
S53°-02'-50"W, 411.89 feet, to a rebar at the beginning of a non-tangent circular curve to the right, whose radius bears N35°-21'41"W;

westerly, 158.44 feet, along the arc of said curve, through a central angle of 28°-05'-50", having a radius of 323.10 feet, with a chord bearing S68°-41'-14"W, 156.86 feet, to a rebar at the beginning of a non-tangent circular curve to the left, whose radius bears S05°-07'-14"E;

westerly, 53.21 feet, along the arc of said curve, through a central angle of 7°-00'-34", having a radius of 434.97 feet, with a chord bearing S81°-22'-28"W, 53.18 feet, to the south rebar of said Lot 1, identical with the east rebar of Alpine Village Subdivision No. 1 Plat 1 Amended 3rd Filing, of record in said Office with Accession No. 1018659, and leave said right-of-way line;

thence N37°-03'-24"W, 622.47 feet, along the northeasterly line of said 3rd Filing, to the north rebar thereof;

thence N37°-01'-16"W, 42.19 feet, along the southwesterly line of Lot 2 of said Plat 1 Amended, to the west rebar thereof, identical with the south rebar of said Lot 3;

thence N37°-01'-47"W, 359.97 feet, along the southwesterly line of said Lot 3, to the west rebar thereof, identical with the south rebar of said Lot 4;

thence N36°-59'-04"W, 193.99 feet, along the southwesterly line of said Lot 4, to the north rebar of Lot 6 of said Plat 1 Amended;

thence N37°-07'-54"W, 181.65 feet, along the southwesterly line of said Lot 4, to the west rebar thereof;

thence N54°-28'-50"E, 316.88 feet, along the northwesterly line of said Lot 4, to the east rebar of Lot 7 of said Plat 1 Amended, identical with the south rebar of that tract of record in said Office in Book 440 of Photostatic Records on page 537;

thence N55°-16'-56"E, 298.60 feet, along the southeasterly line of said tract in Book 440, to the east rebar thereof, identical with the north rebar of said Lot 4 on said southwesterly right-of-way of U.S. Highway 26;

thence continuing N55°-16'-56"E, 200.08 feet, along the northeasterly extension of the southeasterly line of said tract in Book 440, to a position on the northwesterly right-of-way line of said U.S. Highway 26, at the beginning of a non-tangent circular curve to the left, whose radius bears N54°-33'-04"E;

thence southeasterly, 304.84 feet, along the arc of said curve, through a central angle of 1°-32'-15", having a radius of 11359.45 feet, with a chord bearing S36°-12'-18"E, 304.83 feet, to Marker Sta. PT 1845+01.45 100'LT;

thence S36°-59'-41"E, 1285.77 feet, along said right-of-way line, to the west point of Lot 95 of Alpine Village Subdivision No. 1 Plat 3 Amended-7th Filing, of record in said Office with Accession No. 930379, on the northwesterly line of said Annexation;

thence S52°-59'-56"W, 199.90 feet, along said northwesterly line, to the POSITION OF BEGINNING;

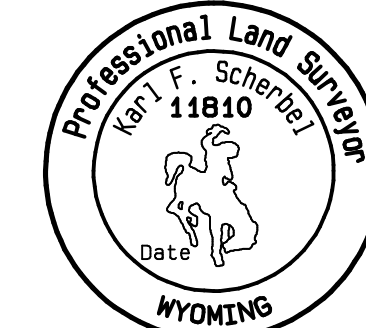
ENCLOSING a net area of 27.65 acres, more or less;

TOTAL AREA of 60.52 acres, more or less;

that said addition was accurately surveyed, that the parts thereof are accurately staked off and marked with appropriate metal monuments, including magnetic iron, and inscribed at least with the registration number of the Land Surveyor to provide source identification at all lot corners of the addition, and that their locations are correctly shown hereon;

that, to the best of my knowledge, it conforms with the municipal code of the Town of Alpine and to all applicable state statutes;

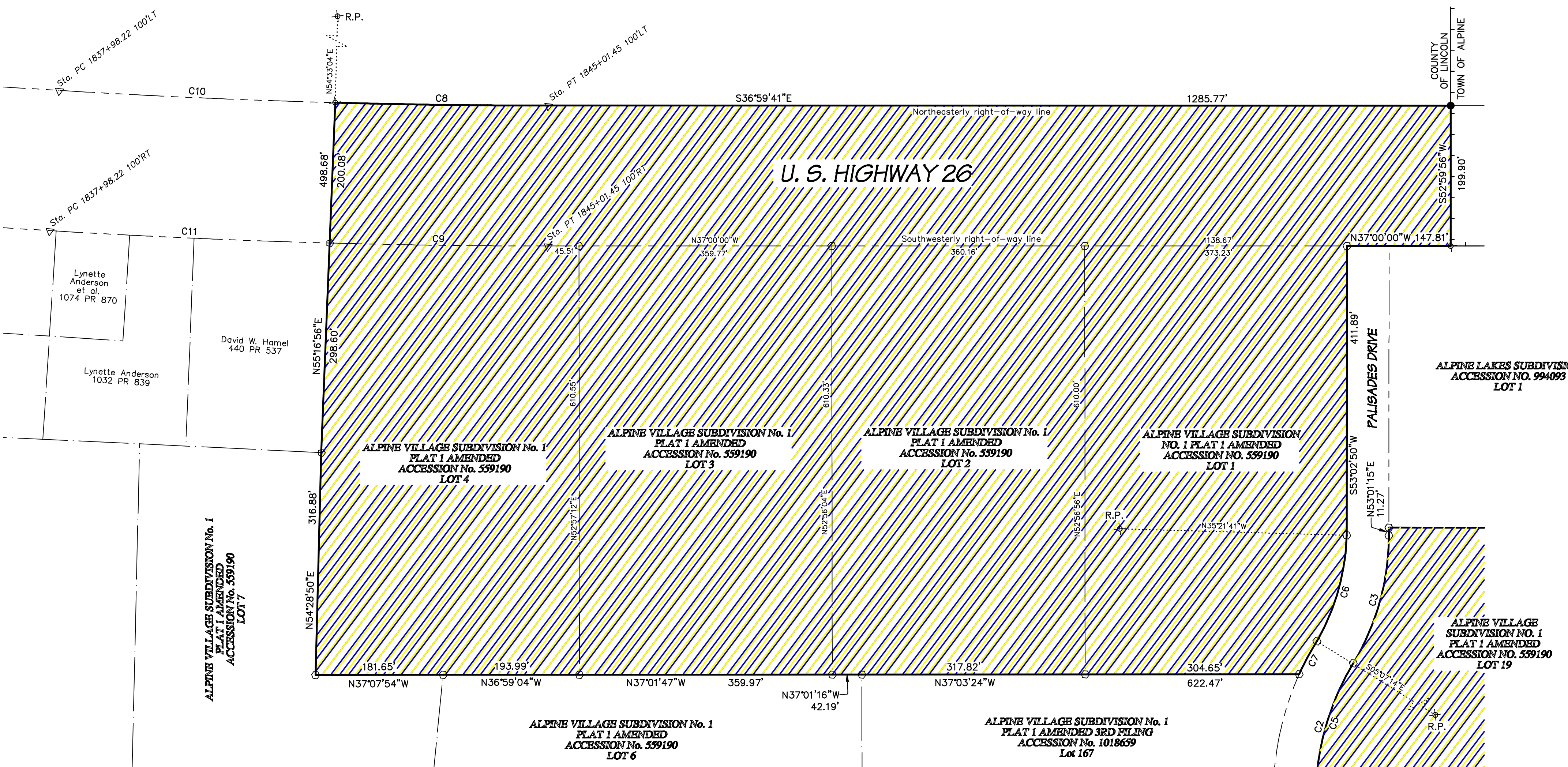
that the error of closure is not greater than one part in five-thousand.



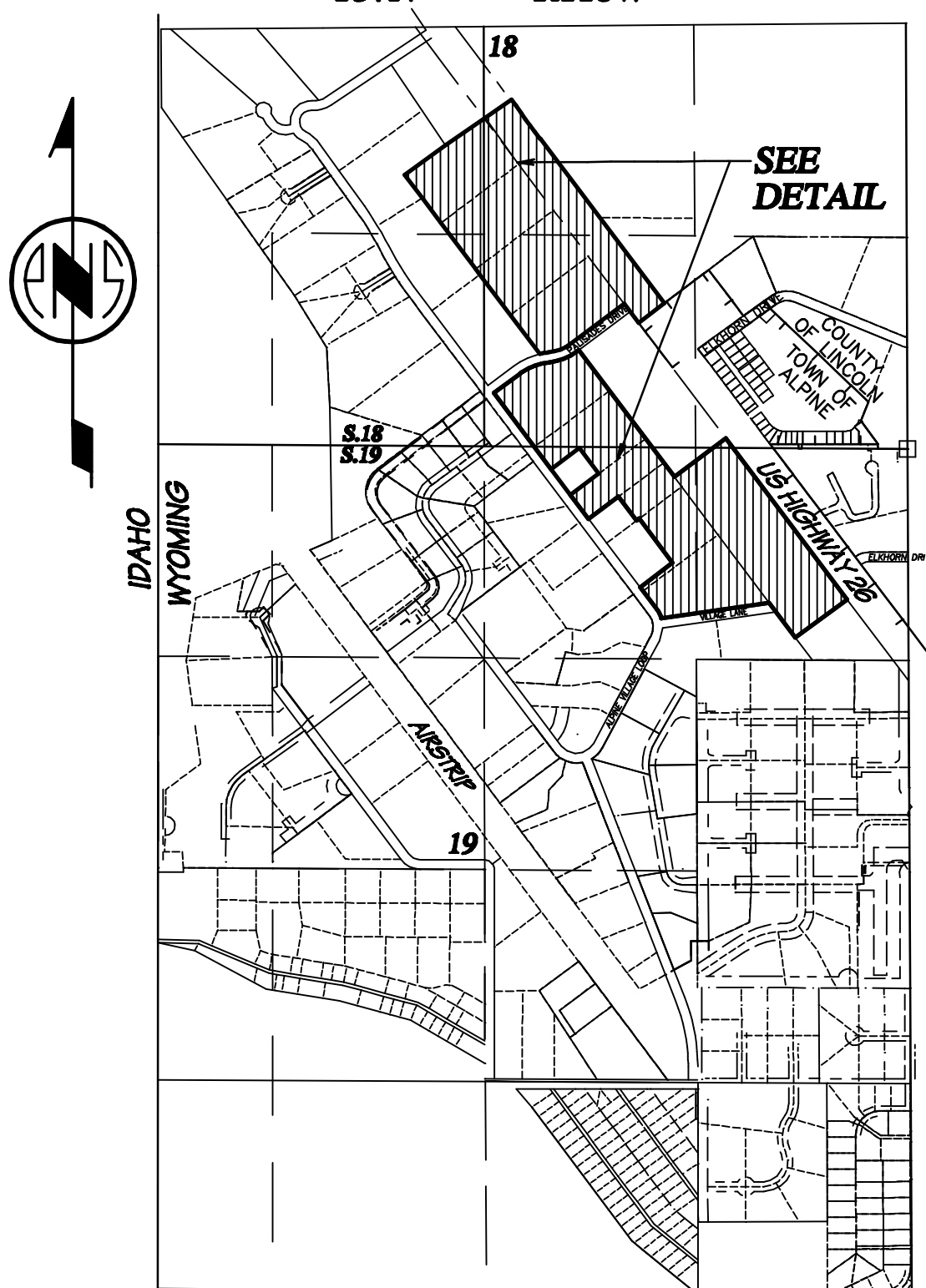
The foregoing instrument was acknowledged before me by Karl F. Scherbel this \_\_\_\_ day of \_\_\_\_\_, 2025.

Witness my hand and official seal.

Notary Public  
My Commission expires:



### LOCATION MAP



### LEGEND

- Indicates a Corner Record filed or to be filed in the Office of the Clerk of Lincoln County.
- △ Indicates a 6" x 6" concrete post with brass cap inscribed: "STATE HIGHWAY DEPT. R.O.W. MARKER", with appropriate details, found.
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- ⊙ Indicates a 2" aluminum cap inscribed: "LLOYD B. BAKER & ASSOCIATES PE/LS 698 THAYNE WYOMING", found.
- ⊗ Indicates a calculated position, no monument found or set.
- Indicates a plotted lot line or deed line of record.
- - - Indicates a right-of-way line.
- ▨ Indicates boundary of Alpine Lakes Annexation to the Town of Alpine as Mixed Residential and Commercial (MRC) Zone.
- ▩ Indicates boundary of Alpine Lakes Annexation to the Town of Alpine as Single Family Residential (R-1) Zone.

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### CURVE TABLE

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C3	191.06'	31°00'00"	353.12'	N68°31'15"E	188.73'	97.93'
C4	21.29'	3°15'11"	375.00'	S84°38'50"W	21.29'	10.65'
C5	181.60'	27°44'49"	375.00'	S70°08'50"W	179.83'	92.62'
C6	158.44'	28°05'50"	323.10'	S68°41'14"W	156.86'	80.85'
C7	53.21'	7°00'34"	434.97'	S81°22'28"W	53.18'	26.64'
C8	302.33'	1°31'30"	11359.45'	S36°12'41"E	302.32'	151.17'
C9	309.60'	1°32'04"	11559.46'	S36°12'43"E	309.59'	154.81'
C10	394.58'	1°59'25"	11359.45'	S34°27'14"E	394.56'	197.31'
C11	400.13'	1°59'00"	11559.46'	S34°27'11"E	400.11'	200.09'

**ADVANCE PLAT**  
SUBJECT TO CORRECTION  
AND APPROVAL

**PLAT TO ACCOMPANY ORDINANCE  
NO. \_\_\_\_\_  
ALPINE LAKES ANNEXATION TO THE  
TOWN OF ALPINE  
WITHIN THE  
E1/2SW1/4 NW1/4SE1/4  
S1/2SE1/4 SECTION 18  
N1/2NE1/4 SECTION 19  
T37N R118W  
LINCOLN COUNTY, WYOMING**

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

[Lot numbers to be inserted from Exhibit A]

## EXHIBIT C

### DEFINITIONS

The following capitalized terms have the definitions set forth below, for the purposes of this Agreement. For the purposes of consistency, the Town and Landowner have used certain of the following definitions because they are the same definitions that have been used in recent ordinances adopted by the Town, as noted below.

1. “**Applicable Water and Sewer Costs**” means, as to either water or sewer/wastewater, as applicable, any Capacity Fee, Sewer Connection Fee, Water Connection Fee or other Cost-to-Connect Charges.
2. “**Capacity Fee**” means a one-time charge imposed on new development to pay for a proportionate share of the cost of new or expanded water or wastewater system capital facilities required to serve such development.

The above definition is the same definition as in Town Ordinance 2025-014.

Capacity Fees include both Water Capacity Fees and the Sewer/Wastewater Capacity Fee as defined in this **Exhibit C**.

3. “**Cost-to-Connect Charges**” means one-time charges imposed by the Town of Alpine in order for a landowner to be able to (a) submit an application for water and sewer services of the Town of Alpine, or (b) be able to connect to water and sewer services of the Town of Alpine. Cost-to-Connect Charges shall not include any ongoing or regular usage fees that are customarily billed for ongoing water and sewer delivery and acceptance monthly, quarterly, or annually.
4. “**Equivalent Residential Unit**” or “**ERU**” means a standardized unit of measurement used to determine the water demand or wastewater flow attributable to a property by comparing it to the average daily use of a typical single-family residence. One ERU represents the average daily water use and/or wastewater flow generated by one standard household. Properties with higher or lower demand-such as commercial buildings, multifamily dwellings, restaurants, or facilities with additional plumbing fixtures-shall be assigned multiple or fractional ERUs based on their estimated demand relative to a standard household. For purposes of sewer capacity fees and billing, 1 ERU equals 25 fixture units. For purposes of water capacity fees and billing, 1 ERU equals the capacity of a 3/4-inch water meter or service line, and fees for larger meter or service sizes shall be calculated by applying a ratio of the capacity of the larger meter or line to that of a 3/4-inch meter or line.

The above definition is the same definition as in each of Town Ordinances 2025-012, 2025-013 and 2025-014.

5. “**Individual Connection**” means the physical connection of a property’s water service line or sewer lateral to the Town’s water distribution main or sewer collection main, establishing service from the Town’s utility system to the Property.
6. “**Lead Landowner**” means Palisades Investments, LLC, a Wyoming limited liability company, whose mailing address is P.O. Box 3930, Alpine, Wyoming, 83128, and its successors and assigns pursuant to Section 14.
7. “**Sewer Connection Fee**” means a one-time charge assessed by the Town of Alpine to recover the costs associated with providing a new physical connection to the Town’s sewer system. This fee includes inspection services, review, and approval necessary to ensure compliance with Town standards and specifications.

The above definition is the same definition as in Town Ordinance 2025-012.

8. “**Sewer Credit**” means a credit equal to one (1) ERU of sewer service capacity, each with a value of Nine Thousand Dollars (\$9,000.00) per ERU.
9. “**Residential Water Tap**” means a water service connection from the Town’s water distribution main to serve a single residential dwelling unit consisting of a three-quarter inch (3/4”) service line and meter.
10. “**Water Connection Fee**” means a one-time charge assessed by the Town of Alpine to recover the costs associated with providing a new physical connection to the Town's culinary water system. Fee includes labor to tap the water main, inspection services, review, approval necessary to ensure compliance with Town standards and specifications, the water meter, and labor to install the meter. All new water service connections, including services used solely for the purposes of fire suppression, shall be subject to the payment of the connection fee. This fee shall be paid prior to the issuance of a permit to connect to the Town's water system.

The above definition is the same definition as in Town Ordinance 2025-012.

11. “**Water Credit**” means a credit equal to one (1) ERU of water service capacity, with a value of Three Thousand Five Hundred Dollars (\$3,500.00) per ERU.

EXHIBIT D

ZONING CLASSIFICATION AT ANNEXATION

