

DECLARATION OF ENCROACHMENT EASEMENT AND COVENANT

This Declaration of Encroachment Easement and Covenant (this "Declaration") is made by Alpine On, LLC, a Wyoming limited liability company, hereinafter referred to as "Declarant."

RECITALS

WHEREAS, Declarant is the sole owner of the following adjacent parcels of land located in the Lincoln County, Wyoming:

- Lot 21, Snake River Junction Second Filing, Lincoln County, Wyoming, according to the Plat thereof, recorded in the Office of the Lincoln County Clerk, Lincoln County, Wyoming on August 29, 2007 as Instrument No. 932576 ("Lot 21"); and
- Lot 22, Snake River Junction Second Filing, Lincoln County, Wyoming, according to the Plat thereof, recorded in the Office of the Lincoln County Clerk, Lincoln County, Wyoming on August 29, 2007 as Instrument No. 932576 ("Lot 22");

WHEREAS, Declarant intends to construct certain permanent improvements located on Lot 22 that will encroach onto Lot 21, including a covered walkway/patio, steps, access ramp and retaining as further generally depicted on the attached Exhibit A which is incorporated herein (the "Encroachments"); and

WHEREAS, Declarant desires to establish an encroachment easement and covenant to allow the Encroachments to remain and to run with the land for the benefit of current and future owners.

AGREEMENT

NOW, THEREFORE, Declarant hereby declares and agrees as follows:

1. Encroachment Easement. Declarant hereby establishes and grants for the benefit of Lot 22 a perpetual, non-exclusive easement over and across that portion of Lot 21 occupied by the Encroachments, as depicted on the attached Exhibit A and incorporated herein (respectively, the "Easement" and "Encroachment Area").

2. Purpose. The Easement shall allow for the continued existence, use, repair, and maintenance of the Encroachments. No further expansion of the Encroachments shall be permitted without amendment to this Declaration.

3. Maintenance. The owner of Lot 22 (the "Lot 22 Owner") shall have the right and obligation to maintain the Encroachments in good order and repair, provided that any damage occurring to Lot 21 because of such maintenance by the Lot 22 Owner shall be corrected or repaired at the sole expense of the Lot 22 Owner. Further, in the event the Encroachments are not maintained and create a hazard to the users of the Encroachments, the owner of Lot 21 (the "Lot 21 Owner") may either remove or repair the portion of the Encroachments creating such hazard as the Lot 21 Owner, in its sole discretion determines, after thirty (30) days written notice to the Lot 22 Owner; unless such hazard is imminent in which case the Lot 21 Owner may repair or remove the hazard without notice to the Lot 22 Owner. The Lot 22 Owner shall be solely responsible for all reasonable and necessary costs of repair or removal.

4. Indemnification; Insurance. The Lot 22 Owner hereby agrees to defend at its own cost, indemnify and hold harmless the Lot 21 Owner from any and all damage, claim, cause or right of action with respect to the Encroachments that may arise from normal use, maintenance, construction, repair or replacements activities upon Lot 21. This indemnity shall include reasonable attorney's fees and legal costs which may be incurred by the Lot 21 Owner. The Lot 22 Owner shall carry liability insurance covering the Encroachments in the initial amount of \$1,000,000, with said amount to be subject to reasonable increases as may be determined by the Lot 21 Owner from time to time. Such insurance must show the Lot 21 Owner as an additional insured and proof of such insurance shall be provided to the Lot 21 Owner on an annual basis. In the event such insurance lapses or is cancelled, the Lot 21 Owner shall have the right to remove the Encroachments at the Lot 22 Owner's sole cost after providing to the Lot 22 Owner at least thirty (30) days written notice, during which time the Lot 22 Owner shall be entitled to reinstate such insurance and cure any default hereunder.

5. Release of Lot 21 Owner. The Lot 22 Owner hereby releases the Lot 21 Owner from all claims of any nature related to the Lot 22 Owner's use of Lot 21.

6. Binding Covenant. This Declaration shall run with the land and be binding upon and inure to the benefit of the owners of Lot 21 and Lot 22, and their respective successors, assigns, heirs, and transferees. Notwithstanding the foregoing, the obligations under this Declaration are only personal to and enforceable against any Lot 22 Owner with respect to obligations, liabilities and claims arising or accruing during the period in which such party owns Lot 22; it being intended

that, upon the conveyance of title to the Lot 22, the party conveying title will thereupon be released from any liability under this Declaration arising after the date of such conveyance.

7. Term. This Declaration and the Easement, undertakings, promises and covenants contained herein shall remain in force and effect until such time as the Encroachments become obsolete, or are removed in their entirety and not replaced. In the event the Lot 21 Owner determines that the Encroachments interfere with the Lot 21 Owner's use or maintenance of the Lot 21, the Lot 21 Owner may require the Lot 22 Owner to remove the Encroachments at the sole expense of the Lot 22 Owner after providing to the Lot 22 Owner at least sixty (60) days written notice of such removal, during which time the Lot 22 Owner shall remove the Encroachments and restore the Encroachment Area to its prior condition unless otherwise mutually agreed by the parties. In the event the Lot 22 Owner does not remove the Encroachments and restore the Encroachment Area as required herein, the Lot 21 Owner may do so and the Lot 22 Owner shall be solely responsible for all reasonable and necessary costs of such removal and restoration. Upon removal of the Encroachments, or in the event the Encroachments become obsolete, all rights of the Lot 22 Owner under this Declaration shall cease.

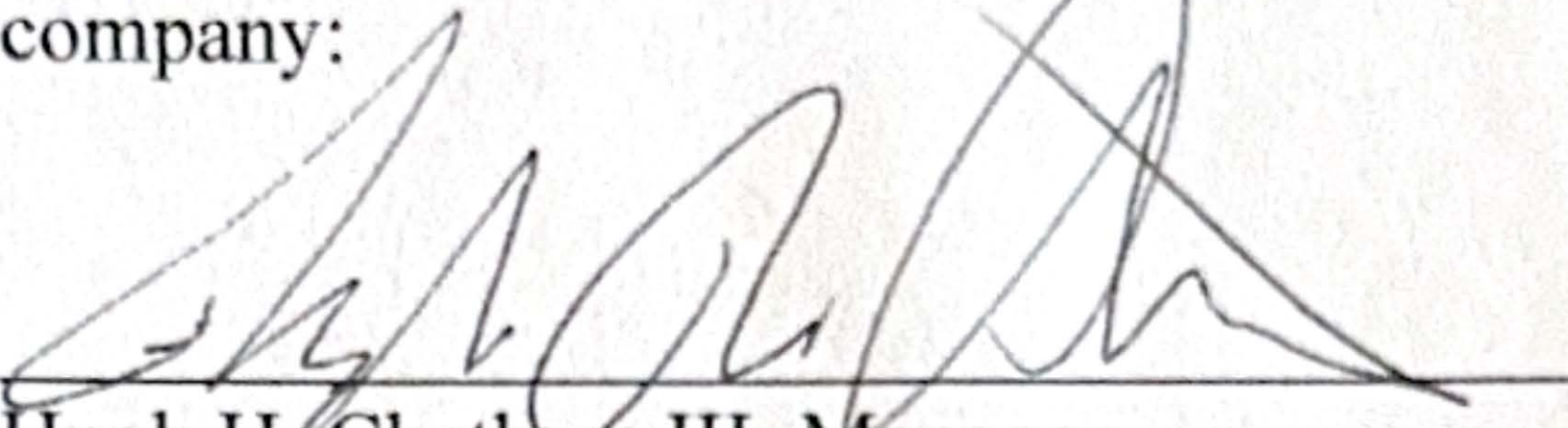
8. Payment to Lot 21 Owner; Enforcement. In the event the Lot 21 Owner must repair or remove the Encroachments pursuant to Sections 3 or 7 hereof, the Lot 22 Owner shall pay the cost within thirty (30) days. If such costs are not paid within thirty (30) days, the Lot 21 Owner shall have the right to place a lien on Lot 22 by recording a Statement of Lien in the Office of the Clerk of Lincoln County, Wyoming. Any unpaid portion of such costs bear interest at the rate for judgment interest in the State of Wyoming. In the event the Lot 21 Owner must seek enforcement of the terms hereof, the Lot 22 Owner shall be responsible for all costs of collection, including a reasonable attorney's fee.

9. Recording. This Declaration shall be recorded in Office of the Clerk of Lincoln County, Wyoming and shall constitute notice to all persons of the existence of the Easement and covenant described herein.

10. Amendment. This Declaration may only be amended or deleted in its entirety by the unanimous consent in writing of both the Lot 21 Owner and Lot 22 Owner. Any amendment or deletion of this Declaration shall only be made by a notarized document filed in the Office of the Clerk of Lincoln County, Wyoming.

IN WITNESS WHEREOF, This Declaration of Encroachment Easement and Covenant is
executed this 9 day of May, 2025.

Alpine On, LLC, a Wyoming limited liability
company:

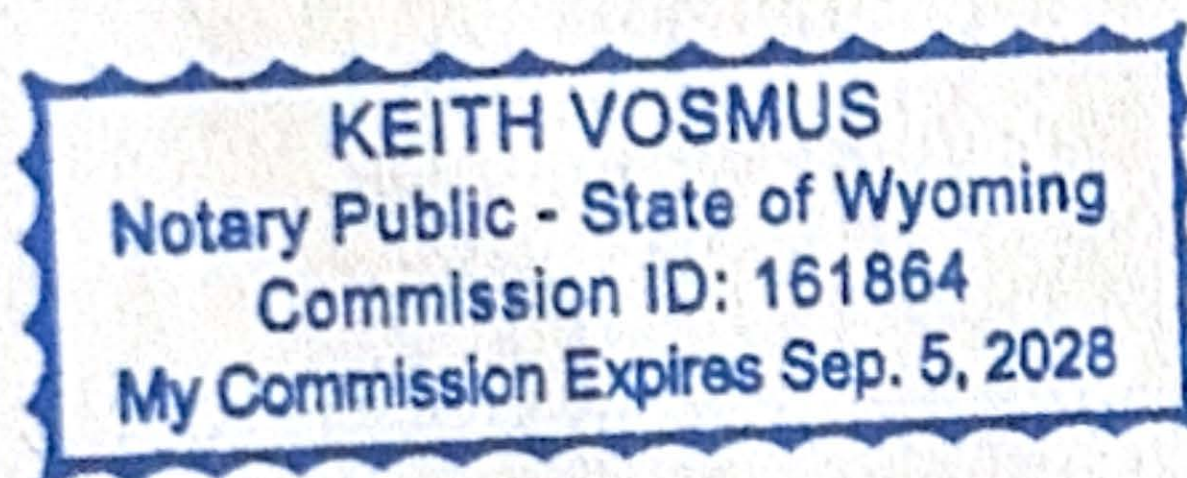


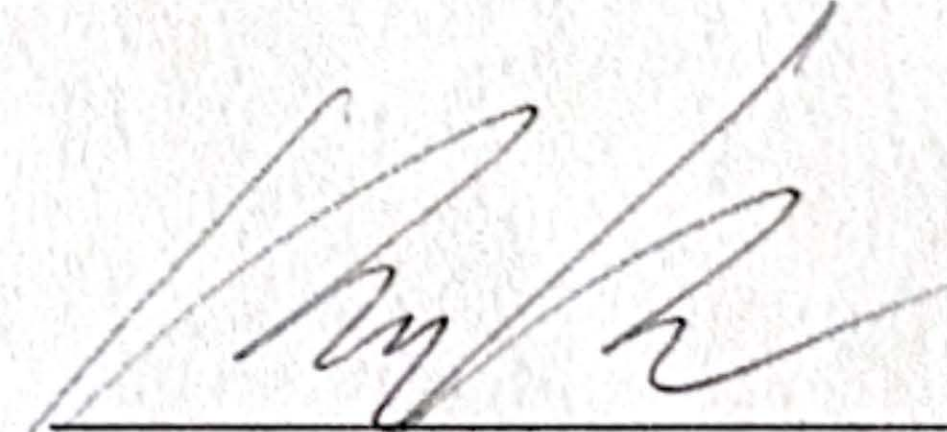
Hugh H. Chatham III, Manager

STATE OF WYOMING)
)
COUNTY OF TETON)

On this 9 day of May, 2025 Hugh H. Chatham III personally
appeared before me and, being personally known to me, acknowledged that he executed the
foregoing instrument as Manager of Alpine On, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.





Notary Public
My Commission expires: Sep. 5, 2028

1
SCALE: 1" = 20'
COMMERCIAL BUILDING PERMIT APPLICATION - SITE PLAN



SITE PLAN GENERAL NOTES

A. SEE CMA FOR EXACT PARKING SPACES AND LOCATION

SITE PLAN LEGEND

- PROPERTY LINE
- SETBACKS
- EASEMENTS
- OVERHEAD POWER
- UNDERGROUND POWER
- STORM DRAIN
- SANITARY SEWER
- WATER
- COMPRESSED AIR
- CENTER LINE
- GAS/PROPANE LINE
- CONCRETE SIDEWALK/PATHWAY
- CONCRETE SIDEWALK/PATHWAY
- PAVEMENT
- LANDSCAPING AREA

AS-001

ARCHITECTURAL SITE
PLAN

Lodge for Alpine Valley RV Resort TBD Alpine, Wyoming, 83128			
24063			
PERMANENTLY NOT FOR CONSTRUCTION			
01	Work in Progress	Work in Progress	
00	5/5/25	Issue for A/E Review	
ID	DATE	DESCRIPTION	

CIVIL	
RESIN ARCHITECTURE, LLC	770 E. WASHINGTON, SUITE A
PHOENIX, AZ 85001	PHONE: (602) 944-0000
ELECTRICAL	
RESIN ARCHITECTURE, LLC	770 E. WASHINGTON, SUITE A
PHOENIX, AZ 85001	PHONE: (602) 944-0000
MECHANICAL/PLUMBING	
RESIN ARCHITECTURE, LLC	770 E. WASHINGTON, SUITE A
PHOENIX, AZ 85001	PHONE: (602) 944-0000

STRUCTURAL	
RESIN ARCHITECTURE, LLC	770 E. WASHINGTON, SUITE A
PHOENIX, AZ 85001	PHONE: (602) 944-0000
ORIGINAL DOCUMENT IS ON FILE	
WITH THE DATE AND ARCHITECT SIGNATURE	
ORIGINAL DOCUMENTS SIGNED BY:	
J. GRAMHAM WHITFIELD	
DATE ORIGINAL DOCUMENTS SIGNED:	
5/5/25	

RESIN ARCHITECTURE
INTERIORS • DESIGN • PLANNING • VISUALIZATION
305 1st STREET, IDAHO FALLS, ID 83401
PH: 208.757.5700