

<p><i>After recording, return to:</i></p> <p>Town of Alpine, Wyoming P.O. Box 3070 Alpine, WY 83128</p>	<p><i>Space is reserved for use by Recorder.</i></p>
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ENCROACHMENT AGREEMENT

This Agreement is entered into by and between the Town of Alpine, a Wyoming municipal corporation (“Town or Grantor”), and Alpine Dental Care, LLC, a Wyoming limited liability company, Dr. Kurt Lower Linford, Organizer, whose principal office is located at 363 Deer Lane, Alpine, Wyoming 83128 (“Grantee”), effective as of the date of final execution by the Town.

Recitals

WHEREAS, Grantee is the fee title owner of certain real property located at 363 Deer Lane, Alpine, Wyoming, which is operated as a dental office;

WHEREAS, Grantee seeks to extend the existing parking lot located on the east side of the property;

WHEREAS, the proposed improvement requires encroachment into the Grantor’s right-of-way in an area measuring approximately fifteen (15) feet by forty-eight (48) feet (“Encroachment Area”); and

WHEREAS, the Grantor is willing to grant Grantee limited permission to encroach into the Encroachment Area, subject to the terms and conditions set forth herein.

Legal Description of the Encroachment Area

The Encroachment Area is depicted in Exhibit A, attached and incorporated herein, and is more particularly described as:

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. *Grant of Encroachment – No Grant of Title.* The Grantor hereby grants to Grantee a revocable license to encroach into the Encroachment Area for the limited purpose of extending the parking lot as depicted in Exhibit A attached hereto. No ownership interest or title in the Encroachment Area shall pass from the Grantor to the Grantee.
2. *Term and Termination.* This *Grant of Encroachment* shall commence on the Effective Date and shall continue for a term of five (5) years, or until:
 - a. terminated by the Grantor with or without cause provided the Grantor issues written notice of termination to the Grantee, at the address above, ninety (90) days prior to the termination of the *Grant of Encroachment*; or
 - b. the encroaching improvements are removed by the Grantee or its successors or assigns.
3. *Removal of Improvements on Termination.* The Grantee, or its successors or assigns shall remove any and all improvements from the encroachment area, described in Exhibit A, and restore the encroachment area to the condition that existed as of the Effective Date.
4. *Ownership of Improvements, Town Ownership of Encroachment Area, Liability, and Maintenance.*
 - a. The encroaching improvements shall remain the property of the Grantee or its successors or assigns.
 - b. Grantee shall be responsible to secure all permits and permissions from the Town for the construction of the encroaching improvements.

c. As soon as the commencement of construction, Grantee shall be responsible for all construction costs, including permit fees, for maintenance, and repair of any improvements within the Encroachment Area.

d. Grantee shall be liable for any injury to persons or property which may result from the Grantee's, Grantee's employee's, and Grantee's invitees use of the Encroachment Area.

e. The Grantee acknowledges that the Encroachment Area is within the public right-of-way and that no ownership rights are conveyed by this Agreement.

5. *Indemnification.* Grantee shall indemnify and hold the Town harmless from any and all claims, damages, or liabilities arising out of or related to Grantee's use or maintenance of the Encroachment Area.

6. *Governing Law – Venue.* This Agreement shall be governed and interpreted in accordance with the laws of the State of Wyoming. Venue for any dispute arising under this Agreement shall be in the courts of the Third Judicial District, in and for the County of Lincoln, State of Wyoming.

7. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties. Any amendments to this Agreement shall be in writing, executed by the parties to the Agreement.

8. *Severability.* If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

Effective this ____ day of _____ 2025.

SIGNATURES ON FOLLOWING PAGES

GRANTOR: Town of Alpine, a Wyoming municipal corporation

By: _____
Eric Green, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing Agreement was acknowledged before me by Eric Green, in his capacity as Mayor of the Town of Alpine, a Wyoming municipal corporation, this ____ day of _____2025.

Notary Public

My Commission Expires:

GRANTEE: Alpine Dental Care, LLC, a Wyoming limited liability company

By: _____
Dr. Kurt Lower Linford
Its: _____

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing Agreement was acknowledged before me by Dr. Kurt Lower Linford, in his capacity as _____ and on behalf of Alpine Dental Care, LLC, a Wyoming limited liability company this _____ day of _____, 2025.

Notary Public
My Commission Expires: _____