

# ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

The City of Alpine, a municipal corporation of the State of Wyoming, with offices located at 250 River Circle, Alpine, WY 83128 ("City"),

and

Alpine Dental Care, a Wyoming business with a principal place of business located at 363 Deer Lane, Alpine, Wyoming 83128 ("Owner").

## RECITALS

WHEREAS, Owner is the owner of real property located at 363 Deer Lane, Alpine, Wyoming (the "Property"), which is used as a dental office;

WHEREAS, Owner desires to expand the existing parking lot on the east side of the Property, and such expansion would encroach upon City property, specifically an area measuring approximately fifteen (15) feet by forty-eight (48) feet (the "Encroachment Area"), adjacent to the City right-of-way or road;

WHEREAS, the City is willing to grant permission to Owner to encroach upon the Encroachment Area, subject to the terms and conditions set forth in this Agreement.

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

## 1. Grant of Encroachment

The City hereby grants to the Owner a non-exclusive, revocable license to encroach upon the Encroachment Area solely for the purpose of constructing, maintaining, and using a parking lot, as depicted in the site plan attached hereto as Exhibit A.

## 2. Term and Termination

This Agreement shall commence on the Effective Date and shall continue in full force and effect unless and until:

(a) terminated by the City with ninety (90) days' written notice to the Owner for any reason deemed necessary by the City, or

(b) the encroaching structure is removed by the Owner or any successor in interest.

Upon termination, Owner agrees to remove any improvements from the Encroachment Area and restore the area to its original condition, unless otherwise agreed in writing by the City.

## 3. Ownership and Maintenance

The encroaching improvements shall remain the property of the Owner. The Owner shall be solely responsible for the construction, maintenance, and repair of any improvements within the

Encroachment Area, and shall maintain them in a safe and clean condition at all times.

#### **4. Liability and Indemnification**

Owner shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including attorney's fees) arising out of or in connection with the existence, use, or maintenance of the encroachment and/or the Encroachment Area, except to the extent caused by the negligence or willful misconduct of the City.

#### **5. No Interest Conveyed**

This Agreement does not convey, and shall not be interpreted to convey, any property interest, easement, or leasehold in the Encroachment Area. It grants only a license to encroach, subject to the terms herein.

#### **6. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

#### **7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

#### **8. Entire Agreement**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter and may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF ALPINE, WYOMING

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ALPINE DENTAL CARE

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A – Site Plan Depicting Encroachment Area

