

UTILITY EASEMENT
LARAMIE COUNTY/CITY OF CHEYENNE

Laramie County Board of Commissioners, on behalf of Laramie County (Grantor), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, hereby grants to the City of Cheyenne, Wyoming ("City"), a Municipal Corporation, by and through its Board of Public Utilities ("Board"), its successors and assigns (Grantee) a permanent and exclusive easement ("Easement") to lay, construct, maintain, operate, remove, and replace a 12 inch water pipeline and appurtenances thereto, including any necessary reclamation on, over, through and across certain lands, situate in Laramie County, State of Wyoming, described as follows:

I. DESCRIPTION OF EASEMENT AREA

A variable width permanent utility easement across a portion of Tract 1, Clear Creek Park, City of Cheyenne, Laramie County, Wyoming, being more particularly described in Exhibit A, which by this reference is incorporated into this Easement. A portion of the referenced easement overlaps an existing easement described in Book 1015, Page 319 which is not and will not be considered exclusive to BOPU.

Said Easement contains 0.15 acres more or less.

A 70 foot wide temporary construction easement adjacent to the above described permanent easement across a portion of Tracts 1 and 2, Clear Creek Park, City of Cheyenne, Laramie County, Wyoming, being more particularly described in Exhibit A, which by this reference is incorporated into this Easement.

Said temporary construction easement contains 0.58 acres more or less.

The term for the temporary easement granted shall commence on the Notice to Proceed with construction delivered to the Grantor and terminate upon completion of the construction project.

II. GRANT

1. So long as the water pipeline and appurtenances thereto (collectively "Facilities") being used and maintained, the Grantee shall have the right of ingress and egress from said premises for the purpose of surveying, geotechnical soil investigation, constructing, operating, inspecting, repairing, altering, maintaining and replacing said Facilities, or the removal thereof in whole or in part, at the will of the Grantee. It is the intent of the parties that the Grantor is hereby granting the uses herein specified without divesting the Grantor of the right to enjoy the above-described premises, subject only to the rights of the Grantee to use the same for the purposes described herein.
2. The Grantor shall not construct or place any structure or building, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature on the Easement. Any such structure or item placed on the Easement may be removed by the Grantee without liability for damages arising there from. Grantor may otherwise use the Easement area as long as such use does not interfere with Grantee's use.
3. That Grantee will bury all Facilities pipelines laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil. That Grantee will replace or rebuild any and all unusual or excessive damage to the easement property which shall be occasioned by the operation and maintenance of said Facilities under and through the above-described premises.
4. Grantee, following the installation, maintenance or removal of the Facilities, shall restore the surface of the Easement and any constructed improvements to, as near as practicable, the condition of the surface and the constructed improvements prior to said installation or maintenance.

5. Grantor reserves the right as needed to require relocation of the Facilities at the expense of the Grantee. If Grantor requires relocation of the Facilities, Grantee agrees to relocate the Facilities, the Grantor shall be required to provide a suitable alternate location for such Facilities, and grants the necessary easement rights at the new location upon the same terms and conditions herein provided.

Grantee has selected the route for said Facilities over and through the premises, and shall have the right to cut and remove any brush or trees and remove other obstructions along the route of such Facilities. On completion of construction, the Easement shall be for construction, reconstruction, operation, installation, use, repair, replacement, upkeep, monitoring, and maintenance of the Facilities.

It is further understood and agreed that this agreement shall run with the land and shall inure to the benefit of, and be binding upon the legal representatives, heirs, devisees, successors and assigns of the respective parties, and by the execution and acknowledgment thereof, Grantors jointly and severally waive their homestead rights to the above described lands so far as the same may be affected by this agreement.

III. TERMINATION and ABANDONEMENT

If Grantee has not commenced construction of the water pipeline within twenty-four (24) months following the date this Easement is signed by Grantor, this Easement shall be deemed abandoned. If Grantee fails to use or maintain the Easement within a twenty-four (24) months period, the Easement shall be deemed abandoned. If Grantor believes that the Easement has been abandoned, is shall provide written notice thereof to Grantee through the designated contact person maintained by Grantee under this Easement, said notice will be sent by certified mail and/or facsimile. Unless Grantee has responded within thirty (30) days of the notice, providing evidence to counter the facts presented by Grantor regarding abandonment, Grantor may proceed to record an affidavit providing notice of abandonment and termination of this Easement with the recorder's office of Laramie County, Wyoming. Grantee hereby agrees that such notice shall constitute abandonment and termination of this Easement.

Grantee may terminate this Easement at any time upon providing written notice of termination on the record at the recorder's office of the County where the Easement is located, along with serving a copy of the recorded notice upon Grantor.

Within six (6) months following abandonment or termination of the Easement (as evidenced by recording notice of abandonment or termination with the county recorder), Grantee shall remove at their own expense any cables or structures or the like from the Easement area, and reclaim the area to elevation and surface composition as prior to the Easement.

IV. LIABILITY

Grantee shall be liable for all damages and losses caused by or arising out of the construction, maintenance, repair, replacement, or operation of the water pipeline, or activities upon the Easement area that may be asserted against Grantor, except to the extent any such claims arise from the conduct of Grantor, Grantor's agents, contractors, employees, invitees, guests and permittees.

Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from the operations of or for Grantee or Grantee's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including attorneys' fees; and each assignee of this Easement, or any interest therein, agrees to indemnify and hold harmless Grantor in the same manner; provided, however, this indemnity shall not apply to any instances where such claims arise from the conduct of Grantor, Grantor's agents, contractors, employees, invitees, guests and permittees. The provisions of this paragraph shall survive the termination or abandonment of this Easement.

V. ENTIRE AGREEMENT

The Easement Agreement (4 pages), represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

VI. ASSIGNMENT

The rights granted herein to Grantee may not be assigned by Grantee without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

VII. APPLICABLE LAW AND VENUE

The parties mutually understand and agree this Easement Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive Grantor's governmental immunity as provided in this Agreement.

VIII. GOVERNMENTAL IMMUNITY

Grantor does not waive its Governmental/Sovereign Immunity, as provided by any applicable law, including W. S. § 1-39-101 et seq., by entering into this Agreement. Further, Grantor fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

Signed and delivered in the presence of:

GRANTOR:

Laramie County Board of Commissioners

Gunnar Malm _____

By: _____

Title: Chairman _____

GRANTEE:

CITY OF CHEYENNE, WYOMING
BOARD OF PUBLIC UTILITIES

By: Bradley A. Brooks
Director, Board of Public Utilities of the
City of Cheyenne

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged that he/she is the _____ of _____, and that he/she executed the foregoing instrument for the purposes therein contained, by signing his/her name as such officer.

Witness my hand and official seal at office in the state and county aforesaid, this _____ day of _____, 20__.

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared BRADLEY A. BROOKS, with whom I am personally acquainted, and who, upon oath, acknowledged that he/she is the DIRECTOR of BOARD OF PUBLIC UTILITIES, and that he/she executed the foregoing instrument for the purposes therein contained, by signing his/her name as such officer.

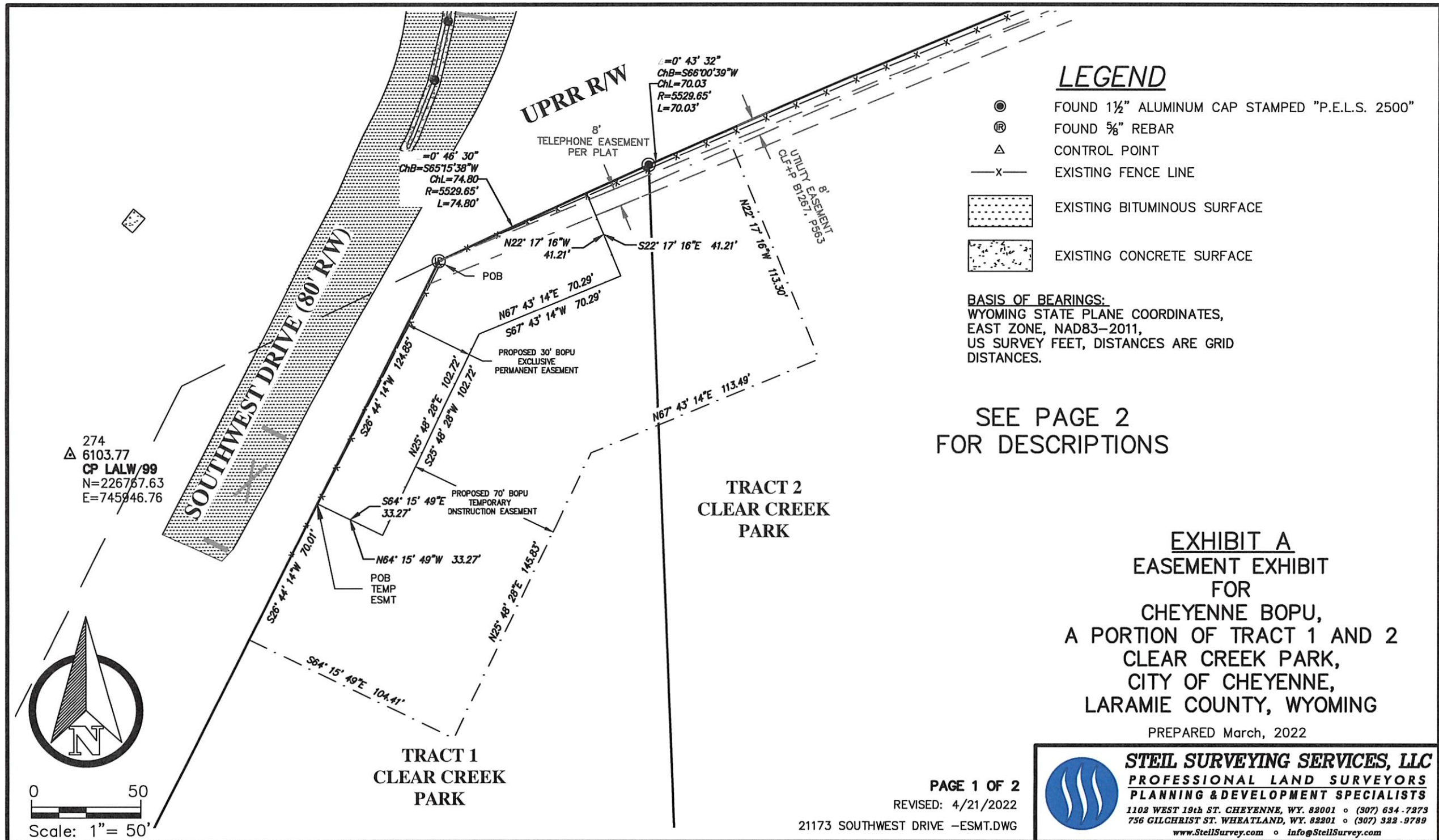
Witness my hand and official seal at office in the state and county aforesaid, this 14 day of JULY, 2022

[Signature]
Notary Public

My commission expires: 2/9/2024



RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY
[Signature]



LEGEND

- FOUND 1½" ALUMINUM CAP STAMPED "P.E.L.S. 2500"
- Ⓡ FOUND ⅝" REBAR
- △ CONTROL POINT
- X— EXISTING FENCE LINE
- [Pattern] EXISTING BITUMINOUS SURFACE
- [Pattern] EXISTING CONCRETE SURFACE

BASIS OF BEARINGS:
 WYOMING STATE PLANE COORDINATES,
 EAST ZONE, NAD83-2011,
 US SURVEY FEET, DISTANCES ARE GRID
 DISTANCES.

**SEE PAGE 2
FOR DESCRIPTIONS**

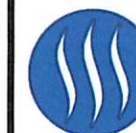
**EXHIBIT A
EASEMENT EXHIBIT
FOR
CHEYENNE BOPU,
A PORTION OF TRACT 1 AND 2
CLEAR CREEK PARK,
CITY OF CHEYENNE,
LARAMIE COUNTY, WYOMING**

PREPARED March, 2022

PAGE 1 OF 2

REVISED: 4/21/2022

21173 SOUTHWEST DRIVE -ESMT.DWG



STELL SURVEYING SERVICES, LLC
PROFESSIONAL LAND SURVEYORS
PLANNING & DEVELOPMENT SPECIALISTS
 1102 WEST 19th ST. CHEYENNE, WY. 82001 • (307) 634-7273
 756 GILCHRIST ST. WHEATLAND, WY. 82201 • (307) 322-9789
 www.StellSurvey.com • info@StellSurvey.com

EASEMENT DESCRIPTIONS

A variable width utility easement across a portion of Tract 1, Clear Creek Park, City of Cheyenne, Laramie County, Wyoming, more particularly described as follows:

Beginning at the Northwest corner of said Tract 1; thence S26°44'14"W along said West line of Tract 1, a distance of 124.85 feet; thence S64°15'49"E, a distance of 33.27 feet; thence N25°48'28"E, a distance of 102.72 feet; thence N67°43'14"E, a distance of 70.29 feet; thence N22°17'16"W, a distance of 41.21 feet to a point on the North line of said Tract 1; thence along the North line of Tract 1, 74.80 feet on a curve to the left, through an angle of 00° 46' 30", having a radius of 5529.65 feet, and whose long chord bears S65° 15' 38"W, a distance of 74.80 feet to the Point of Beginning. Containing 6,564 sq.ft., (0.15 acres), more or less.

AND

A 70.00 foot wide temporary construction easement adjacent to the above described permanent easement across a portion of Tracts 1 and 2, Clear Creek Park, City of Cheyenne, Laramie County, Wyoming, more particularly described as follows:

Beginning at a point on the West line of said Tract 1, from which the Northwest Corner of said Tract 1 bears N26°44'14"E, a distance of 124.85 feet; thence S26°44'14"W along said West line of Tract 1, a distance of 70.01 feet; thence S64°15'49"E, a distance of 104.41 feet; thence N25°48'28"E, a distance of 145.83 feet; thence N67°43'14"E, a distance of 113.49 feet; thence N22°17'16"W, a distance of 113.30 feet to a point on the North line of said Tract 2; thence along the North line of Tracts 1 and 2, 70.03 feet on a curve to the left, through an angle of 00° 43' 32", having a radius of 5529.65 feet, and whose long chord bears S66° 00' 39"W, a distance of 70.03 feet; thence S22° 17' 16"E, a distance of 41.21 feet; thence S67° 43' 14"W, a distance of 70.29 feet; thence S25° 48' 28"W, a distance of 102.72 feet; thence N64° 15' 49"W, a distance of 33.27 feet to the Point of Beginning. Containing 25,364 sq.ft., (0.58 acres), more or less.

BASIS OF BEARINGS:
WYOMING STATE PLANE COORDINATES,
EAST ZONE, NAD83-2011,
US SURVEY FEET, DISTANCES ARE GRID
DISTANCES.

CERTIFICATE OF SURVEYOR

I, Jeffrey B. Jones, A Professional Land Surveyor in the State of Wyoming, for and on behalf of Steil Surveying Services, LLC, hereby state, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made by me or under my direct supervision; and that this map correctly shows the results of said survey and that the monuments found or set are as shown.

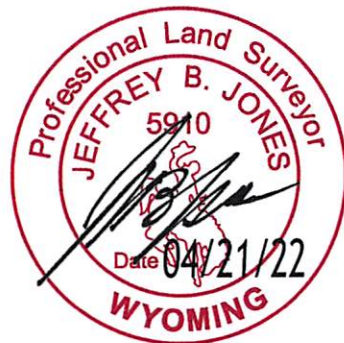


EXHIBIT A
EASEMENT EXHIBIT
FOR
CHEYENNE BOPU,
A PORTION OF TRACT 1 AND 2
CLEAR CREEK PARK,
CITY OF CHEYENNE,
LARAMIE COUNTY, WYOMING

PREPARED March, 2022

PAGE 2 OF 2

REVISED: 4/21/2022

21173 SOUTHWEST DRIVE -ESMT.DWG



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