

**UTILITY EASEMENT  
LARAMIE COUNTY/FIRE DISTRICT # 1**

For good and valuable consideration, GRANTOR, (Laramie County) hereby grants to GRANTEE (Fire District # 1) a 20 foot wide utility easement with such rights of ingress and egress to carry out this use in accordance with the terms and conditions herein, including temporary use for construction, which may require reasonable use of additional property surrounding said easement for purposes of construction, excavation and installation of said utilities.

This easement is specifically granted for the purpose of the construction and maintaining of a utility serving Laramie County Fire Dist. # 1's Fire Station # 3 located by lease agreement on the Archer property owned and controlled by Laramie County.

Nothing in this easement agreement shall be understood or interpreted to modify, extend, abrogate or supersede any of the terms and conditions of any lease agreement in regard to the use of the property for the purposes of the fire station between the parties, and their successors or assigns. Nor shall the terms and conditions herein and serve or be interpreted to abrogate, modify or supersede any other rules, regulations or policies to which occupiers and uses of structures and/or lands on Laramie County's Archer property may be otherwise subject.

**Grant.** Grantor grants to Grantee, Grantee's successors and assigns, a non-exclusive right of way and easement to construct, reconstruct, operate, maintain, repair, replace and remove utility service lines and/or installations, on a portion of the real estate owned by Grantor described herein. The right granted by this easement shall be deemed to run with the land, be subject to the terms herein including but not limited to conditions as to term of easement.

**Exhibit A – LEGAL DESCRIPTION OF PARCEL  
Exhibit B – SURVEY OF THE PARCEL**

**Term** This easement shall be for an initial term of fifteen (15) years from the date it becomes effective. At the end of a initial term, renewal shall be in the full discretion of the Grantor. In the event Grantor desires to terminate this easement at the end of the term and the Grantor desires to offer the easement for sale to others, Grantee shall be offered a right of first refusal as to any offered price from any third party offeror. In the event that Grantor does not wish to offer the easement for sale or receives no offers at the end of the term, the easement may be renewed with Grantee upon mutual agreement between the parties. In the event no action is taken by either party at the end of the initial term in this matter for renewal or otherwise, the easement shall continue as herein as a permitted use on the part of Grantor subject to action by Grantor or on Grantor's behalf to terminate, renew or modify said easement.

**Reclamation.** Grantee shall be responsible to reclaim the area to elevations and surface composition the same as prior to the installation of the pipeline, to the degree reasonably practicable, with Grantee being required to provide necessary fill and topsoil in order to reclaim the Easement Area. Reseeding and vegetative reclamation shall be done with seed or plantings in accordance with NRCS guidelines or recommendations and in any event shall be reseeded with native/local grasses and/or plants.

**Depth.** The top of any installed utility services shall be a minimum of thirty-six (36) inches from the surface (after construction and settlement) or such minimum depth as may be required by any applicable regulation, whichever is greater.

**Other Easements.** Grantor may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with Grantee's purposes and uses of the Easement after obtaining the prior, written consent of Grantee which shall not be unreasonably withheld, and which shall be provided within thirty (30) calendar days after receipt of request thereof. Grantee shall have no right to grant additional easements or sub-easements on, along or across the Easement Area.

**Grantor Use of Easement.** Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement Area for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement, including the right to build and use the surface of the granted Easement Area for drainage ditches, private streets, roads, driveways, alleys, walks, gardens, lawns, grazing, plantings and crops, parking areas, access for other industrial or commercial uses and other like uses, and to grant additional easements or dedicate all or any part of the Easement Area to any public entity for use as a public street, road or alley. Grantor may construct fences across the Easement Area, but Grantor shall not construct any permanent structure (structure with foundation or that is affixed to ground) or plant trees in the Easement Area without Grantee's prior written consent. If the Grantor shall dedicate all or any part of the Easement Area, the Grantee shall execute all instruments that may be necessary or appropriate to effectuate the dedication, without, however, extinguishing the rights granted in this Easement. Grantor's rights include, but are not limited to, access to maintain, shape and reconfigure drainage formations and constructions in the Easement Area including an existing detention pond.

**Maintenance Obligations; Contact Person.** Maintenance of the Easement Area (other than as to crops or vegetation planted by Grantor) shall be the sole obligation of Grantee unless grantor determined by mutual agreement with grantee that it shall be responsible for maintenance of the surface area. Grantor retains the right to cut, trim or remove any trees, mow grass, remove overhanging branches or other obstructions which may endanger the safety of or interfere with Grantors use of the Archer property and its associated facilities and functions. For purposes of exercising its rights and obligation in regard to its use and control the Archer property Grantor retains the right so long as it does not interfere with Grantee's use of the easement for its purpose as indicated here-in for: Grantor's rights to make use of the service area include but are not limited to, construction, reconstruction, operation, maintenance, repair, replacement or removal of structures or facilities; the right to pile dirt and materials and to operate equipment on the surface of the land, both within said easement and immediately adjacent thereto, during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of said facilities and the right of ingress and egress for the purpose of exercising the rights herein granted.

**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 utilities or its 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 use and placement of the utilities by or on behalf of 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 any 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.

**Termination and Abandonment.** If Grantee has not commenced construction or installation of any utility two years following the date this Easement is signed by Grantor, this Easement shall be deemed abandoned. In the event Grantee ceases use of the easement for its intended purpose for a continuous period of twenty-four (24) months, therewith in the initial term of this easement or any subsequent term, then this Easement shall be deemed abandoned. If Grantor believes that the Easement has been abandoned, it shall provide written notice thereof to Grantee through the designated contact person maintained by Grantee under this Easement, or its last known address said notice to be sent by certified mail. Unless Grantee has responded within thirty (30) calendar days after such notice has been sent, providing evidence to counter the facts as presented by Grantor regarding abandonment, then 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.

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

Within ninety (90) days following abandonment or termination (as evidenced by recording notice of abandonment or termination with the county recorder), Grantee shall remove at Grantee's cost any lines, pipes or other or other structures, accoutrements, or the like from and in the Easement Area, and reclaim the area to elevations and surface composition the same as prior to installation, to the degree reasonably practicable, with Grantee being required to provide necessary fill and topsoil in order to reclaim the Easement Area. Grantee shall separately compensate Grantor for any losses and damages, including damage to crops incurred by reason of such reclamation and removal. Any waiver of the removal and reclamation requirement by Grantor must be in writing, signed by Grantor. There shall be no refund of consideration paid to Grantor for this Easement by reason of termination, lack of development, or for any other reason. Should Grantee fail to comply with the provisions of this subsection, to remove and restore, Grantor retains the right to take such actions in its discretion as are required to accomplish these purposes to its satisfaction and may impose costs of such actions upon Grantee, or its assigns or successors.

**Assignments.** 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. "Assignment" includes but is not limited to agreements between Grantee and other entities or third parties which may be in association with services provided though a utility, and which provides an interest to said third party in the easement, of any type or kind. In the event of any assignment by Grantee, whether of a type requiring Grantor's consent or not, or any subsequent assignment by any successor Grantee, the Grantee assigning shall be obligated to ensure, and will warrant that the assignee shall remain fully responsible for all obligations, responsibilities and liabilities of Grantee under this Easement (including, but not limited to, requirements as to indemnity.)

**Entire Agreement.** The Easement Agreement (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.

**Modification.** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

**Governmental/Sovereign 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. To the degree applicable, Grantee further invokes its governmental/sovereign immunity, however by execution of this document, Grantee agrees to waive said immunity for purposes of the enforcement of any provision herein- by Grantor.

**Third Parties.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

LARAMIE COUNTY WYOMING:

\_\_\_\_\_  
Chairman, Laramie County Commissioners

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

ATTEST;

\_\_\_\_\_  
Debra Lee, Laramie County Clerk

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

FIRE DISTRICT # 1

Randy Morris  
(Title/Printed name)  
Randy Morris, Board President LCFD #1

Date: 7-12-2022

**EXHIBIT A**

**Utility  
Easement**

A 20-foot-wide **UTILITY EASEMENT** by and between Laramie County (hereinafter "Grantor") and Laramie County, (hereinafter "Grantee").

For good and valuable consideration, Grantor hereby grants to Grantee a utility easement with right of ingress and egress situate in a tract of land in the East Half (E ½) of Section 28 of Township 14 North, Range 65 West.

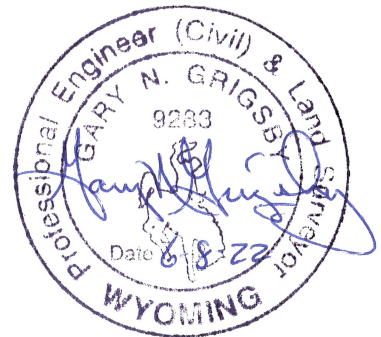
It is specifically provided that this Easement is for the purpose of construction and maintaining a utility serving what is currently known as Laramie County Fire District #1, Fire Station #3 leased area.

The 20 foot wide Utility Easement being 10 feet on each side of a centerline is described as follows:

Beginning at point #1, a point on the westerly line of above said Fire Station #3 lease area that bears S30°15'38"W a distance of 125.20 feet from the northwest corner and N30°15'38"E a distance of 125.80 feet from the southwest corner of said Fire Station #3 lease area, all said points being monumented with 1 ½" aluminum caps stamped "SSS P.L.S. 5910 on 5/8"x24" long rebar, thence N60°07'27"W a distance of 363.61 feet to point #2; thence N17°35'31"W a distance of 302.86 feet to point #3, which point is on the centerline of Prairie Center Circle and the end of this description. Said area contains 13,330 square feet more or less and is subject to any and all Rights of Way and/or easements that may have been legally acquired.

**Coordinates and Basis of Bearing:**

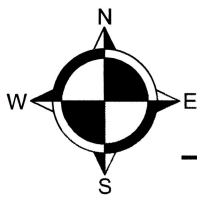
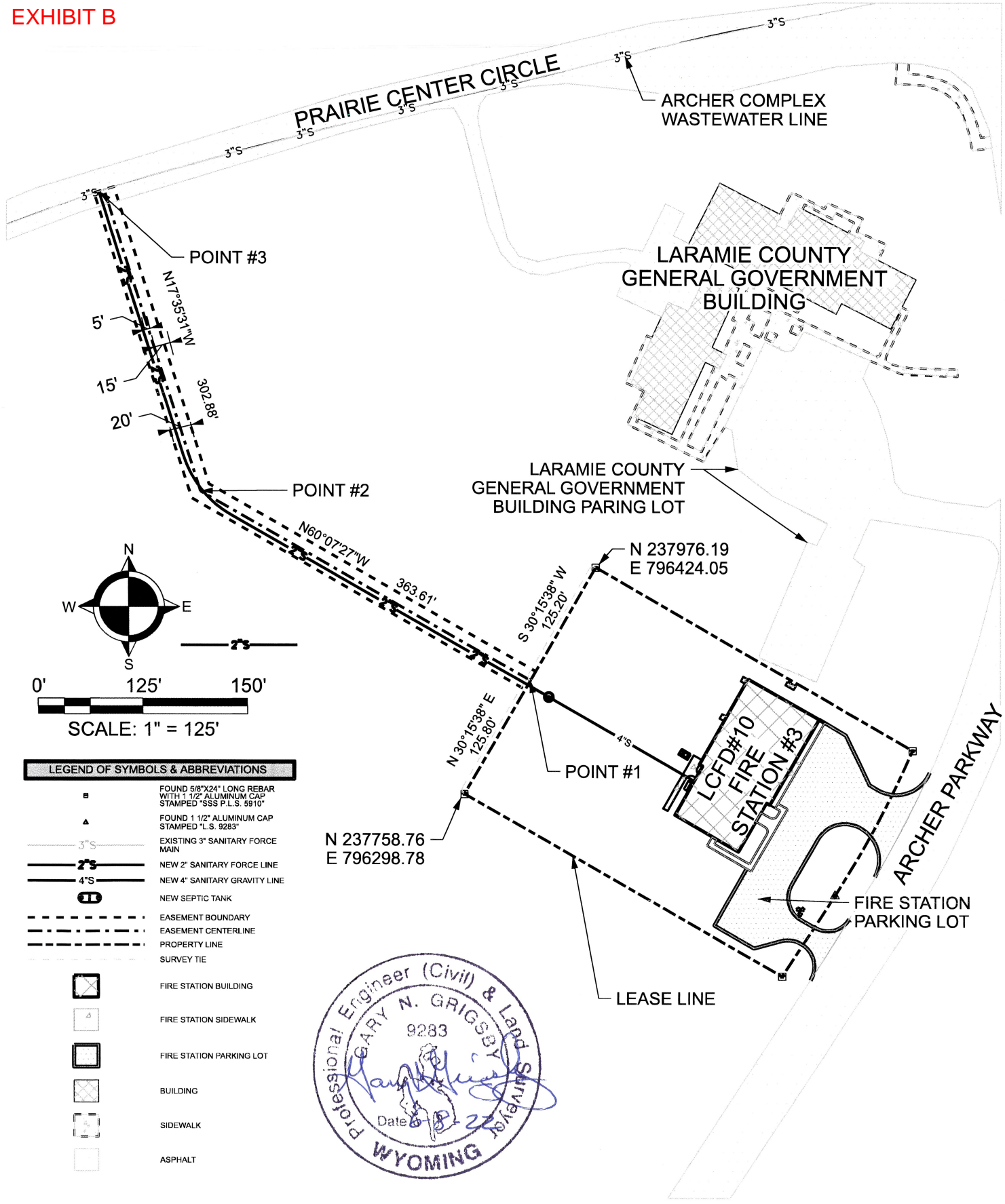
The basis of bearing, South 30°15'38" West, was determined using State Plane Grid Wyoming East, OPUS NAD83(2011), by observing North 237976.19, East 796424.05 for the northwest corner of said Fire Station #3 lease area, and North 237758.76, East 796298.78, for the southwest corner of said Fire Station #3 lease area.



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101	DATE MAY 2021	DRAWING TITLE UTILITY EASEMENT EAST 1/2 OF SECTION 28 TOWNSHIP 14 NORTH, RANGE 65 WEST	CLIENT INFORMATION LARAMIE COUNTY FIRE DISTRICT #1 FIRE STATION #3 "ARCHER" FIRE STATION	 RESEARCH & DEVELOPMENT, LTD. <small>5908 YELLOWSTONE BOARDSITE B CHEYENNE, WY 82009 307.632.5676</small>
	SCALE 8.5" X 11"			
	DRAWN/CHECKED BY ADL/GNG			
	DRAWING PATH Z:\Project\120-1853-00\Archer Fire Station\project_phd.dwg (28MAY2022)	PROJECT NUMBER 120-1853-00		

**EXHIBIT B**



SCALE: 1" = 125'

LEGEND OF SYMBOLS & ABBREVIATIONS	
	FOUND 5/8"x24" LONG REBAR WITH 1 1/2" ALUMINUM CAP STAMPED "SSS P.L.S. 5910"
	FOUND 1 1/2" ALUMINUM CAP STAMPED "L.S. 9283"
	EXISTING 3" SANITARY FORCE MAIN
	NEW 2" SANITARY FORCE LINE
	NEW 4" SANITARY GRAVITY LINE
	NEW SEPTIC TANK
	EASEMENT BOUNDARY
	EASEMENT CENTERLINE
	PROPERTY LINE
	SURVEY TIE
	FIRE STATION BUILDING
	FIRE STATION SIDEWALK
	FIRE STATION PARKING LOT
	BUILDING
	SIDEWALK
	ASPHALT



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1 OF 1	DATE: MAY 2021	DRAWING TITLE: <b>UTILITY EASEMENT EAST 1/2 OF SECTION 28 TOWNSHIP 14 NORTH, RANGE 65 WEST</b>	CLIENT INFORMATION: <b>LARAMIE COUNTY FIRE DISTRICT #1 FIRE STATION #3 "ARCHER" FIRE STATION</b>	 RESEARCH & DEVELOPMENT, LTD. 598 YELL OYSTON ROAD, SUITE 9 CHERYONNE, WY, 82009 (307) 622-5656
	SCALE: 1"=125'			
	DRAWN/CHECKED BY: ADL/GNG			
	DRAWING PATH: Z:\Projects\120-1853-00 Archer Fire Station\project_files\05MAY2020	PROJECT NUMBER: 120-1853-00		