

EASEMENT FOR REGULATOR STATION, DROP-OVER BUILDING, & GAS LINES

This utility easement is made and entered into by Laramie County, Wyoming, 310 W. 19th St., Suite 300, Cheyenne, WY 82001 ("Grantor") and Black Hills Wyoming Gas, LLC, d/b/a Black Hills Energy, 1301 West 24th Street, Cheyenne, WY 82001 ("Grantee").

I. GRANT AND DESCRIPTION

For ten dollars (\$10.00) and other consideration, the receipt of which is hereby acknowledged, Grantor conveys Grantee an easement to survey, construct, operate, monitor, inspect, maintain, alter, repair, upgrade, rebuild, and remove an above-ground district regulator station and accompanying drop-over building on Grantor's land. The drop-over building has approximate dimensions of 6'W x 10'L, and Exhibit A, which consists of the building's detail sheets, more fully describes the building. Exhibit A is incorporated by reference into this easement as if fully set forth herein. As part of this easement, Grantee has the right to survey, construct, operate, monitor inspect, maintain, alter, repair, upgrade, rebuild and remove natural-gas lines (and appurtenances and appliances) on, under, and over Grantor's lands, including adjacent roads, provided Grantee does so in accordance with applicable laws and regulations. Grantee also has the concomitant right of ingress and egress to the location of the station, the building, and the lines that are this easement's subject. Grantee's ingress and egress shall be from and to the public roads adjacent to Grantor's lands, which are situated in Laramie County, Wyoming, and which are further and more specifically described in Exhibit B. Exhibit B contains the legal description of the easement area, along with a map, and it is incorporated by reference into this easement as if fully set forth herein.

II. PURPOSE AND LIMITATION ON USE OF EASEMENT

This easement is granted solely for utility purposes, namely an above-ground district regulator station, an accompanying drop-over building to cover, protect, and secure the station, and transmission and distribution lines to and from the station, as well as necessary appurtenances and appliances. The easement's objective is to allow Grantee to provide natural-gas sustainability for future housing and building growth in the area. Title to the station, the building, and the lines, including any appurtenances and appliances, shall be and remain with Grantee. Nothing herein shall be construed to limit Grantee's right under this easement to trim, cut, and clear away, or otherwise control, any trees, limbs, brush and vegetation on or adjacent to the easement whenever, in Grantee's judgment, they will interfere with Grantee's exercise of its rights under this easement.

III. TERM

This easement shall be for an initial term of twenty (20) years ("Initial Term") from its effective date, which is the date the last signature is affixed to it. Additionally, this easement may be renewed for additional terms of ten (10) years ("Option Terms") at the end of the Initial Term and at the end of each or any successive Option Term, as the case may be upon notice by Grantee of intent to renew. Renewal shall be upon the written agreement of parties. Renewal shall not be unreasonably denied by Grantor. In the event Grantor desires to sell the lands encumbered by this easement, Grantee shall be offered a right of first refusal as to any third-party offer.

IV. TERMINATION AND ABANDONMENT

If Grantee has not begun constructing the station, the building, or connecting to the lines that are the subject of this easement within twenty four (24) months following this easement's effective date, the easement shall be deemed abandoned. During the term of this easement or any Option Term, If Grantor otherwise believes that the easement has been abandoned, Grantor shall provide written notice by certified mail to Grantee through Grantee's designated contact person. Unless Grantee responds within thirty (30) days of the notice with evidence to counter Grantor's abandonment claim, Grantor may record an affidavit providing notice of abandonment and termination of this easement with the Laramie County recorder's office. Grantee hereby agrees that such notice shall terminate this easement on the basis of abandonment. Grantee may terminate this easement at any time by recording written notice of termination with the Laramie County recorder's office and serving Grantor with a copy of the recorded notice. Within six (6) months following abandonment or termination, Grantee shall remove at its own expense the station, the building, and the lines (and appurtenances and appliances) from the easement area, and Grantee shall reclaim the area to elevation and surface composition as before the easement.

V. GRANTOR'S USE OF EASEMENT

Grantor retains, reserves and shall continue to use and enjoy the surface area of the easement for any and all purposes that do not interfere with and prevent Grantee's use 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 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 written consent. If Grantor dedicates 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.

VI. LIABILITY & INDEMNITY

Grantee shall be liable for all damages and losses caused by or arising out of Grantee's conduct related to this easement, except to the extent caused by Grantor's conduct, or that of Grantor's agents, contractors, employees, invitees, guests and permittees. Further, in exercising its rights of ingress and egress Grantee shall use existing roads or lanes and shall repair any damage caused in exercising its rights of ingress and egress, and Grantee shall pay for any damage caused to person or caused to land, growing crops, fences, livestock, or other property arising out of Grantee's conduct related to this easement.

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 ("Claims") 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.

VII. 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, and so long as Grantor obtains Grantee's prior, written consent, which shall not be unreasonably withheld, and which shall be provided within thirty (30) calendar days after receiving Grantor's request for it. Grantee has no right to grant additional easements or sub-easements on, along or across the easement area.

VIII. ENTIRE AGREEMENT

This easement and the exhibits attached to it represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

IX. ASSIGNMENT

Grantee may not be assign the rights provided by this easement without the Grantor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

X. GOVERNING LAW AND VENUE

The parties mutually understand and agree that the laws of the State of Wyoming shall govern this easement and its interpretation. If any dispute arises between the parties related to this easement 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 below.

XI. 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 granting this easement. 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 easement.

SIGNATURE PAGE


In witness whereof, this instrument is executed as of this 19th day of Jan, 2021 by,

GRANTOR: LARAMIE COUNTY WYOMING

By:  Date 1/29/21

Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST

By:  Date 1-19-2021

Debra Lee, Laramie County Clerk

GRANTEE: BLACK HILLS WYOMING GAS LLC, d/b/a BLACK
HILLS ENERGY

By: 

Name: James Wasson

Title: Land Agent

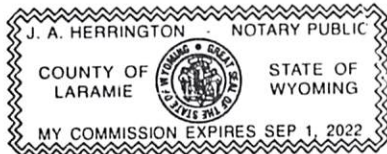
ACKNOWLEDGEMENT

STATE OF WYOMING :
COUNTY OF LARAMIE : SS.

On this 14th day of Jan, 2021, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came **Gunnar Malm, Chairman, Laramie County Commissioner**, who on behalf of Laramie County, acknowledged the said instrument to be the free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at Cheyenne, in said county and state, the date aforesaid.

Notary Public [Signature]
My Commission Expires: 9-1-22 (SEAL)



ACKNOWLEDGEMENT

STATE OF WYOMING :
 SS.
COUNTY OF LARAMIE :

On this 15th day of January, 2021, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came James Wasson, Land Agent, who on behalf of Black Hills Wyoming Gas LLC, d/b/a Black Hills Energy, acknowledged the said instrument to be the free and voluntary act and deed and the free and voluntary act and deed of said company.

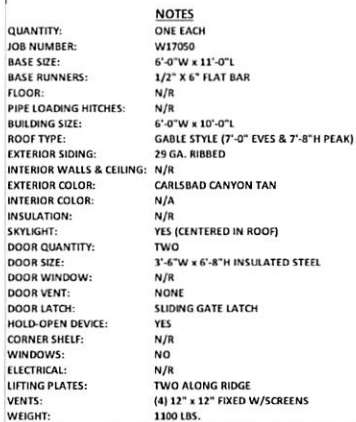
WITNESS my hand and official seal at Cheyenne, in said county and state, the date aforesaid.

Notary Public Helen L. Oliver

My Commission Expires: APRIL 5, 2024

(SEAL)





NOTICE: THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND IT SHALL NOT BE USED OR REPRODUCED OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF CIRCLE B MEASUREMENT AND FABRICATION, LLC.

NO	DATE	REVISION DESCRIPTION	BY	CDS	APP.

CIRCLE B
MEASUREMENT
& FABRICATION
2161 Coleman Circle
Casper, WY 82601
Office: (307) 277-2844

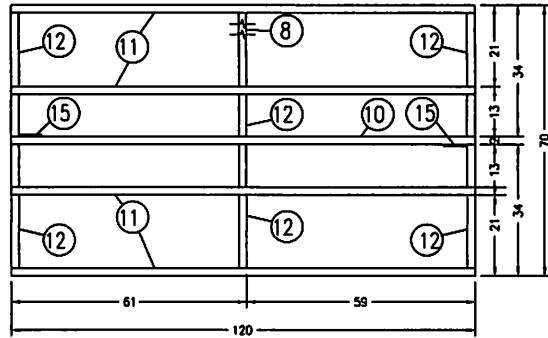
GENERAL ARRANGMENT DETAIL SHEET
6'W x 10'L DROP-OVER BUILDING

JOB NUMBER:
W17061

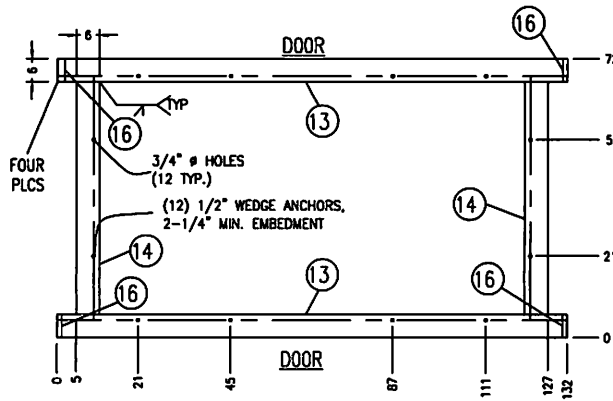
DRAWING NUMBER:
0719 BLACK HOLE ENERGY 8x10 BLDS

APPROVED BY:

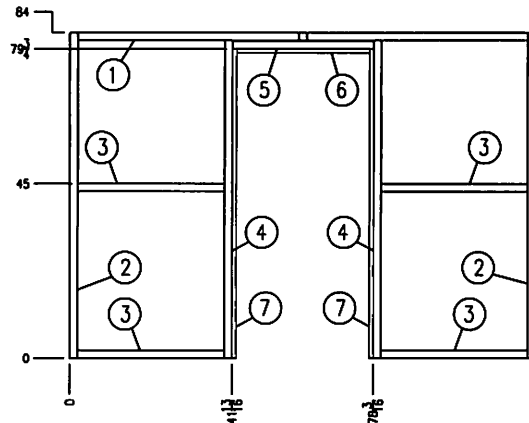
SERIAL #	W17019-
DATE:	07/19/2017
DRAWN:	REW
CHECKED:	



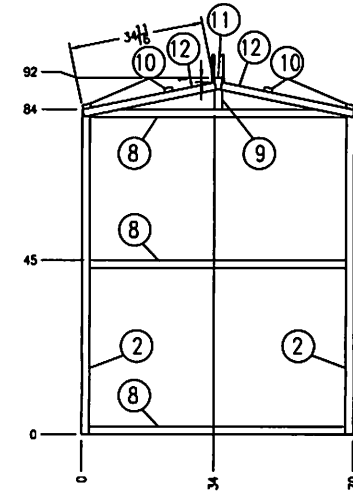
ROOF PLAN VIEW



DROP OVER BASE



FRONT & BACK ELEVATION VIEW



SIDE ELEVATION VIEWS

ITEM #	QTY	CUT LENGTH	PART NUMBER	DESCRIPTION
1	2	116	STS-SQT 2X2X14GA	2" X 2" X .083" SQUARE TUBING
2	4	84	STS-SQT 2X2X14GA	2" X 2" X .083" SQUARE TUBING
3	8	37 13/16	STS-SQT 2X2X14GA	2" X 2" X .083" SQUARE TUBING
4	4	82	STS-SQT 2X2X14GA	2" X 2" X .083" SQUARE TUBING
5	2	36 3/8	STS-SQT 2X2X14GA	2" X 2" X .083" SQUARE TUBING
6	2	34 3/8	STS-FLBAR 2X1/8	2" X 1/8" FLAT BAR
7	4	80 3/4	STS-FLBAR 2X1/8	2" X 1/8" FLAT BAR
8	7	66	STS-SQT 2X2X14GA	2" X 2" X .083" SQUARE TUBING
9	3	5	STS-SQT 2X2X14GA	2" X 2" X .083" SQUARE TUBING
10	4	120	STS-RCT 1X2X14GA	1" X 2" X .083" RECTANGULAR TUBING
11	1	120	STS-RCT 2X3X14GA	2" X 3" X .083" RECTANGULAR TUBING
12	6	34 11/16	STS-AN 2x2x1/8	2" X 2" X 1/8" ANGLE, ASTM A36
13	2	120	STS-FLBAR 6X1/2	6" X 20' X 1/2' FLAT BAR
14	2	68 1/4	STS-FLBAR 6X1/2	6" X 20' X 1/2' FLAT BAR
15	2	9	STS-FLBAR 6X1/2	6" X 20' X 1/2' FLAT BAR
16	4	6	STS-AN 2x2x1/8	2" X 2" X 1/8" ANGLE, ASTM A36

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NO	DATE	REVISION DESCRIPTION	BY	CHK	APP.

CIRCLE B
MEASUREMENT
& FABRICATION
2161 Coleman Circle
Casper, WY 82501
Office: (307) 277-2844

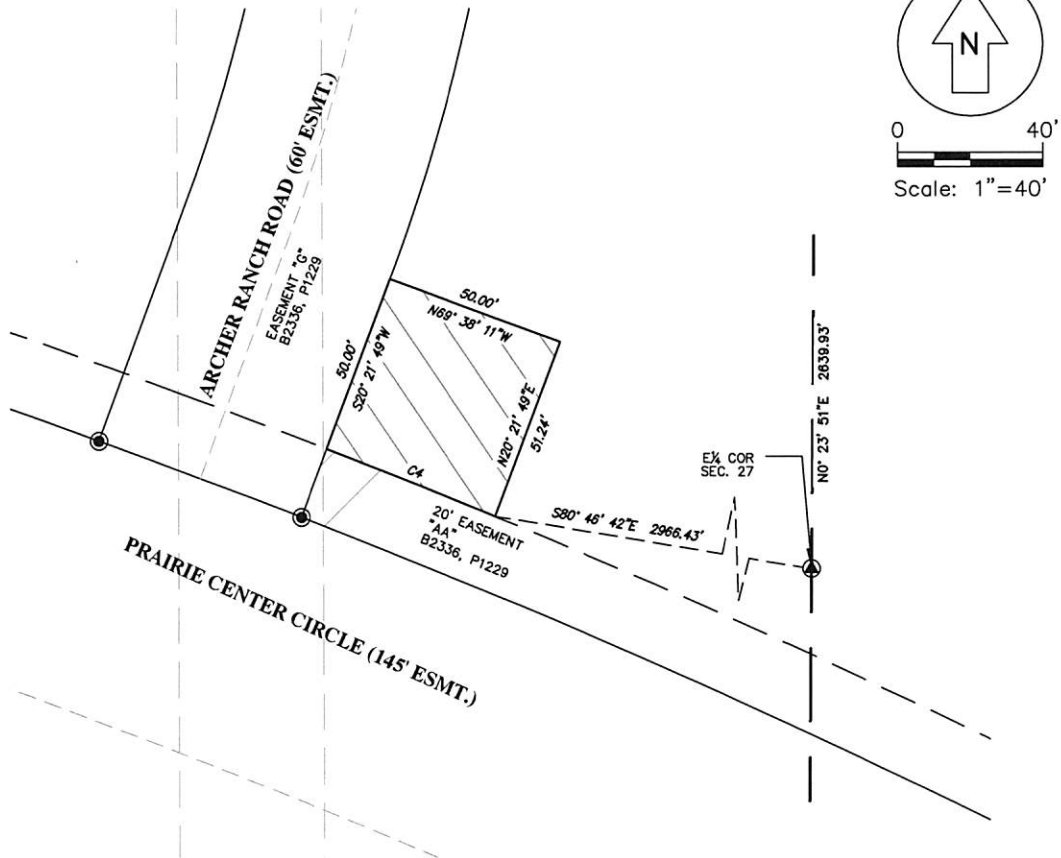
BLACK HILLS ENERGY

FRAMEWORK & SKID DETAIL SHEET
6'W x 101' DROP-OVER BUILDING

JOB NUMBER: W17051	DRAWING NUMBER: 170723 BLACK HILLS ENERGY 6x101 DROP	APPROVED BY:
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SERIAL # W17019-
DATE: 07/10/2017
DRAWN BY: REW
CHECKED:

EXHIBIT "B"



CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C4	1° 07' 01"	2565.50'	S68° 12' 57"E	50.02'	50.02'

EASEMENT DESCRIPTION

An easement for utility purposes, situate in Section 27, Township 14 North, Range 65 West, 6th P.M., Laramie County, Wyoming, more particularly described as follows;

Beginning at a point on the North line of that access and utility easement ("Easement AA") adjacent to Prairie Center Circle, recorded in Book 2336, Page 1229, from which the East Quarter Corner of said Section 27 bears S80°46'42"E, a distance of 2966.43 feet (when considering the East line of Northeast Quarter (NE $\frac{1}{4}$) bears N0°23'51"E); thence N20°21'49"E, a distance of 51.24 feet; thence N69°38'11"W, a distance of 50.00 feet to the along the East line of Archer Ranch Road as recorded in Book 2336, Page 1229, thence S20°21'49"W, along said East line, a distance of 50.00 feet to the North line said "Easement AA"; thence 50.02 feet along said North line on a curve to the right, having a Delta of 1°07'01", a Radius of 2565.50 feet, and whose Cord Bears S68°12'57"E, a distance of 50.02 feet to the Point of Beginning.



LEGEND

- FOUND 1½" ALUMINUM CAP STAMPED "PLS 9283"
- ⊙ FOUND 3¼" ALUMINUM CAP STAMPED "PLS 10838"

EASEMENT EXHIBIT
FOR
BLACK HILLS ENERGY,
SEC. 27, T14N, R65W,
6TH P.M.,
ARCHER COMPLEX,
LARAMIE COUNTY, WYOMING.
Date prepared: 05-07-20

REVISED: 10/9/2020
18103 CLFP ARCHER EASEMENT 5-7-20.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



SERVICE LINE AGREEMENT

Date: _____ Division: _____ City: WY .
Owner/Applicant: Laramie County Wyoming Phone: _____
Service Address: Laramie County Archer complex Wash bay Bldg. State: _____ Zip: _____
Mailing Address (if different): P.O. Box 608, Cheyenne, WY 82003-0608 State: _____ Zip: _____
Email: _____

Owner/Applicant has requested gas service from, or is an existing customer of, Black Hills Wyoming Gas, LLC d/b/a Black Hills Energy, at the service address listed above. The provision of gas service requires that Black Hills Energy install a new service line or replace an existing service line. Owner/Applicant shall pay to Black Hills Energy the actual cost (less an amount up to the applicable Standard Construction Allowance and Connection Cost Assistance, if applicable, for qualifying service line installations) invoiced to the Owner/Applicant for the installation of a new service line or replacement an existing service line. The estimated cost of such work is stated below. Owner/Applicant understands and agrees the ownership of the service line shall vest in Black Hills Energy and Black Hills Energy shall assume operation and maintenance thereof. The service line will be installed by Black Hills Energy in accordance with, and subject to, the Rules of the Wyoming Public Service Commission, Black Hills Energy's tariff, and Black Hills Energy' safety and operating standards or requirements.

Under the terms of Black Hills Energy's Service Line and Main Extension Policy, as found in its tariff, Owner/Applicant may receive a credit towards the cost of the installation of a new service line up to the amount of the applicable Standard Construction Allowance as well as Connection Cost Assistance, if requested, unless such allowance and assistance has previously been utilized for the same home or structure. The Standard Construction Allowance and Connection Cost Assistance, if requested, provided under this agreement cannot exceed the actual cost of the installation of the new service line.

Is Owner/Applicant entitled to a Standard Construction Allowance?

☐ YES

☐ NO

If YES, maximum amount of Standard Construction Allowance?

\$

If NO, reason why Owner/Applicant not entitled to Standard Construction Allowance:

Identifying Gas Service Extension Agreement Number:

Does Owner/Applicant request Connection Cost Assistance?

☐ YES

☐ NO

If YES, maximum amount of Connection Cost Assistance? (See Attached Connection Cost Assistance Worksheet)

\$

In consideration and by virtue of Owner/Applicant's request for gas service and the provision of gas service by Black Hills Energy at the service address listed above, Owner/Applicant does hereby grant to Black Hills Energy, at no cost or expense to Black Hills Energy, a right-of-way for the installation,

operation, maintenance or replacement of the service line, including but not limited to the gas line piping, meter, and other equipment required to supply gas service to the Owner/Applicant at the service address listed above, with the full right of ingress and egress to such property. The right-of-way shall be five (5) feet on either side of the centerline of the installed service line or as allowed by local franchise agreement. If requested by Black Hills Energy, Owner/Applicant shall execute and deliver Black Hills Energy's written form of right-of-way grant or easement for recording.

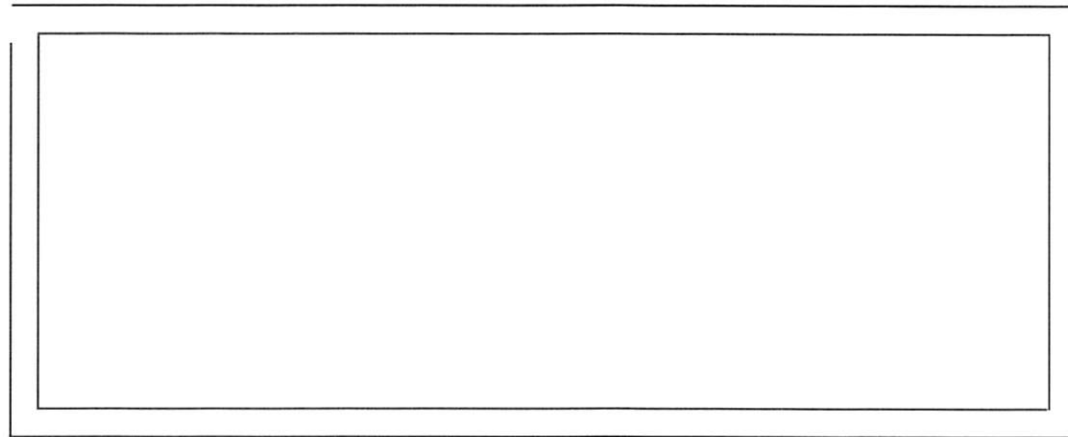
Black Hills Energy shall have no liability for any claims for injury or damage to structures, landscaping, plants or drainage caused by the construction, installation, operation, maintenance or replacement of the service line; except where the injury or damage is a direct result of the gross negligence or willful misconduct of Black Hills Energy or its personnel or agents in the installation of the service line. The service line will be installed by Black Hills Energy at the approximate location(s) set out below, unless circumstances warrant a different location.

Owner/Applicant is responsible for preparing the site for the service line and ensuring the site is free of debris and obstructions. Owner/Applicant or its agent or contractor may not rely upon this agreement or the diagram below for the location of existing utilities and is responsible for compliance with applicable One Call System or other applicable state requirements for excavation near or around utilities.

Any required repairs to underground facilities (including sprinkler systems, cables, conduits, sewer or drain lines) that are not located through the One Call System, if damaged during the installation of the service line, shall be the responsibility of the Owner/Applicant. If Black Hills Energy is required to pay for any such repair or damages, then Owner/Applicant shall be obligated to reimburse Black Hills Energy for the full cost of such repair or damages. In addition, Owner/Applicant understands and agrees that subsequent to installation of the service line, any concrete installed surrounding or adjacent to the service line shall not come in contact with the service line. If, in the judgment of Black Hills Energy removal of any concrete which has the potential to cause corrosion to the service line piping or riser is necessary, the cost of the removal shall be the responsibility of Owner/Applicant. If Black Hills Energy is required to pay for the cost of the concrete removal, Owner/Applicant shall reimburse Black Hills Energy for the full cost of the concrete removal.

The buried service line will be installed with a final grade of at least 24 inches of cover. Owner/Applicant shall be responsible for ensuring that the buried service line continues to have the required coverage after installation. Once the design and location of the service line has been provided by Black Hills Energy to Owner/Applicant, it is the Owner/Applicant's responsibility to notify Black Hills Energy of any changes to the structure(s), landscape or drainage or surrounding areas that will affect the location and installation of the service line.

NOTICE: A Missed Appointment Charge will be charged to Owner/Applicant if the dig site is not ready by the "install date," unless notice is provided by the Owner/Applicant 24 hours in advance to Black Hills Energy.



The riser location must be at least 36" horizontally from any opening or electrical apparatus, as well as protected from any roof eave drop zone hazard gas service line should not parallel structure more than 4 feet so as to provide unrestricted access for reading and maintenance. House piping must be between 18" and 24" to the right of the riser location. The trench depth at the riser location must be 20" to 24" and compacted. Suitable padding material must be provided. The riser shall be attached to a suitably sound portion of the structure being served. Final grade must allow for clearance below meter and shall not cover the gas shut-off valve.

Consideration/payment for this Service Line Agreement, is satisfied by value associated with the granting of an "Easement for Regulator Station, Drop-Over Building, and Gas Lines" in accord with its terms and conditions, granted by Laramie County to Black Hills Wyoming Gas LLC. See attached easement, which is fully incorporated herein.

The parties do not intend to create in any other individual or entity the status of third party beneficiary. Rights, duties and obligations contained in this Service Line Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties.

Owner, Laramie County, does not waive its Governmental Immunity, as provided by any applicable law including W.S. ' 1-39-101 et seq., by entering into this Agreement and retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law.

Owner/Applicant

Laramie County: 
Chairman, Laramie County Commissioners

Date: 1/29/21

Attest:


Laramie County Clerk

Black Hills Wyoming Gas,
LLC Representative:



Date: 1-15-21

Service Line and Meter Set Agreement Form



Meter Set Agreement Form

Prior to setting a meter please verify that the following has been completed:

- ☐ Coordinate with local municipality for a Gas Connection Permit.
- ☐ Address of record must be displayed on front of structure.
- ☐ Fuel line must be pressure tested and approved by local municipality. Fuel line must be tagged accordingly. Check with local municipality for the pressure test requirements.
- ☐ At least one gas fired appliance must be connected to gas system and installed to all applicable codes
- ☐ All stubs for future use must have an approved capped/plugged shutoff valve installed where the line terminates at the time of the meter set.
- ☐ Black Hills Energy will not perform initial start-up of any gas burning appliance. It is the responsibility of the installer to ensure the appliances operates safely after startup.
- ☐ All underground fuel lines must meet all applicable code requirements
- ☐ Any appliance connected to the gas system at the time of meter install appliances must be installed to all applicable codes.
- ☐ Only BHE personnel are allowed to turn on and off BHE Meters

In addition to the above, the following applies to all meter sets for Mobile Homes. Check with local Municipality for additional requirements:

- ☐ Must have approved flexible connector that is listed for application
- ☐ Underground fuel lines must meet all applicable code requirements

Once the above steps have been completed, please call 888-890-5554 for an appointment to install the meter. If the premise is not ready for a meter install as outlined above, the order will be cancelled and you will need to call for a new appointment when ready.

I _____ hereby certify that the above has been completed and the property is ready to have a gas meter installed

(Please Print)

Service Address _____

Billing Name _____

Phone Number _____

Municipality Permit Number _____

Date Inspected _____