
TEMPORARY CONSTRUCTION AND PERPETUAL EASEMENT
BETWEEN
LARAMIE COUNTY AND LANDOWNER

This TEMPORARY CONSTRUCTION EASEMENT and PERPETUAL EASEMENT (hereinafter referred to as "Easement" or "Agreement") is made and entered into by and between JESSICA CHICO ELIZONDO, address of which is 1808 DIVISION AVENUE CHEYENNE, WY 82007, its successors and assigns (hereafter referred to as "Grantor") and Laramie County, a duly organized county of the State of Wyoming, the address of which is 309 W. 20th Street, Cheyenne, WY 82001 (hereinafter referred to as "Grantee"). Grantor and Grantee may be referred to collectively as the "Parties" in this Agreement.

RECITALS

WHEREAS, Grantor owns and desires to declare and establish in, under, over and across that certain real property in Laramie County, Wyoming that is graphically depicted on "Exhibit A" (the "Easement"), attached hereto and incorporated herein, an express, non-exclusive temporary construction easement in gross and perpetual easement to and for the benefit of Grantee, according to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by this reference, and in consideration and exchange of the mutual promises and covenants contained herein, and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

I. Grant of Non-Exclusive Easement and Perpetual Easement. Grantor hereby declares and establishes for the benefit of Grantee and Grantee's employees, agents, contractors and licensees, a non-exclusive temporary construction easement along with a perpetual easement for additional right-of-way purposes, under, over and across the Grantor's real property burdened, as set forth in Exhibit A.

II. Improvement and Maintenance. The construction described above shall be completed by Grantee at Grantee's sole cost and expense. Grantee shall be responsible for fencing the area of construction to prevent access to the construction area where necessary. The Grantee shall replace, in kind, any landscaping, grasses and other items required to be removed to facilitate construction activities.

III. Reservation. Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface and subsurface of the Easements, provided such use does not unreasonably impair, interfere with or obstruct the use of the Easements by Grantee. Grantor further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Grantor's property burdened by the Easements for any purpose as Grantor deems necessary in Grantor's sole discretion.

IV. No Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the property burdened by this Easement and shall not merge therewith.

V. Venue. The Parties mutually understand and agree this 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. This provision is not intended, nor shall it be construed to waive any invocation of governmental immunity as provided herein.

VI. Construction. Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement consisting of five (5) pages and attached 'Exhibit A'.

VII. Governmental Immunity. Grantee does not waive its Governmental Immunity, as provided by any applicable law, including W. S. § 1-39-101 et seq., by entering into this temporary construction easement agreement along with the perpetual easement, and specifically retains and immunity and all defenses available to them, their employees, agents, contractors and licensees as provided by law with regard to any action based on this Agreement.

VIII. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

IX. Term. The temporary easement, covenants, conditions and restrictions contained in this Agreement shall be effective for two (2) years commencing on the date the construction contemplated herein commences. The perpetual easement will run with the land and will burden any and all predecessors of the new right-of-way for public use.

X. No Assumption of Liability. Grantor, by granting, declaring and establishing the Easements, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to this Agreement and the Easements contained herein.

XI. Easement In Gross. The Temporary Easement granted herein is an easement "in gross" and is personal to Grantee and Grantee's employees, agents, contractors and licensees, for their sole and exclusive use, and shall not be construed in any manner to create or grant any rights to the public generally, to any other person or entity, or to the owner of any property to use or enter upon the Easement. Grantee shall not have the right to lease or otherwise permit the use of the Temporary Easement by any other person or entity other than to Grantee's employees, agents, contractors and licensees, nor shall Grantee assign any of the rights, privileges, duties or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.

XII. Warranties. Grantors make no representations or warranties, express or implied, in connection with the Easements, whether of title, fitness of use, condition, purpose, or of any other

nature. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Easement contained herein.

XIII. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIV. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.

XV. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

XVI. Binding Effect. This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

XVII. Indemnification. To the fullest extent permitted by law, Grantor agrees to indemnify and hold harmless Grantee, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of Grantee except to the extent liability is caused by the sole negligence or willful misconduct of Grantee or its employees.

XVIII. Plat Dedication. Once the perpetual easement has been executed Laramie County will reserve the right to dedicate the easement using a plat and described on this plat hereby grant and reserve all easements shown and indicated hereon for the uses indicated, and for the benefit of the owners of the lots and the public forever.

DATED this 12 day of January, 2026.

>>>>> SIGNATURES APPEAR ON FOLLOWING PAGES <<<<<

GRANTEE:

LARAMIE COUNTY, WYOMING

BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING

By: _____

Gunnar Malm, Chairman

Laramie County Board of County Commissioners

ATTEST:

By: _____

Debra Lee, Laramie County Clerk

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

The foregoing Temporary Construction Easement and Perpetual Easement was acknowledged before me by Gunnar Malm, Chairman of the Board of County Commissioners of Laramie County, Wyoming, and Debra Lee, Laramie County Clerk this 17 day of March, 2026.

WITNESS my hand and official seal.

Notary Public

(SEAL)

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

 3/6/26



1808 DIVISION AVE.
(OWNER - JESSICA
ELIZONDO)

165 SQ. FT.
TEMPORARY EASEMENT

79 SQ. FT.
PERMANENT EASEMENT

DIVISION AVE. & WALLICK RD.
ROAD IMPROVEMENTS
LANDOWNER EXHIBITS
LARAMIE COUNTY, WY

Prepared By:



HDR ENGINEERING INC.
7350 Stockman St.
Suite A
Cheyenne, WY 82009

Sheet Title:

EXHIBIT
ELIZONDO

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PLOT DATE: 11/09/2018 3:43 PM Elizabeth, Loria

Project No. 103451200

09/10