

UTILITY EASEMENT
LARAMIE COUNTY/CITY OF CHEYENNE

Approved as to
form only:

EBh
Date: 8/28/2020

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 27 inch gravity sewer 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 strip of land for sanitary sewer line approximately 30 feet in width and 15 feet wide on each side of the centerline, located in portions of Allison Tracts 2, 3, 4 and 5 situated in Section 8, Township 13 North, Range 66 West of the 6th P.M. in Laramie County Wyoming. This 30 foot wide permanent utility easement containing 4.48 acres more or less, is more specifically described in Attachment "A", which by this reference is incorporated into this Easement.

II. GRANT

1. So long as the gravity sewer 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 ABANDONMENT

If Grantee has not commenced construction of the sewer line 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.

IV. LIABILITY

Each party to this Easement shall assume the risk of any liability arising from its own conduct or acts arising from this Easement Agreement. Neither party agrees to insure, defend, or indemnify the other. Notwithstanding the foregoing, Grantee shall be liable for all damages and losses caused by or arising out of the construction, maintenance, repair, replacement, or operation of the sewer line, 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.

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

Neither Grantor nor Grantee 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, both Grantor and Grantee fully retain 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 28th day of August, 2020.

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: _____

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 Gunnar Malm, with whom I am personally acquainted, and who, upon oath, acknowledged that he/she is the Chairman of Board of Laramie County Commissioners 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 31 day of August, 2020

Valerie K. Miller
Notary Public

My commission expires: 5-3-2021



STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared BRADLEY 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 28 day of AUGUST, 2020

[Signature]
Notary Public

My commission expires: 2/9/2024

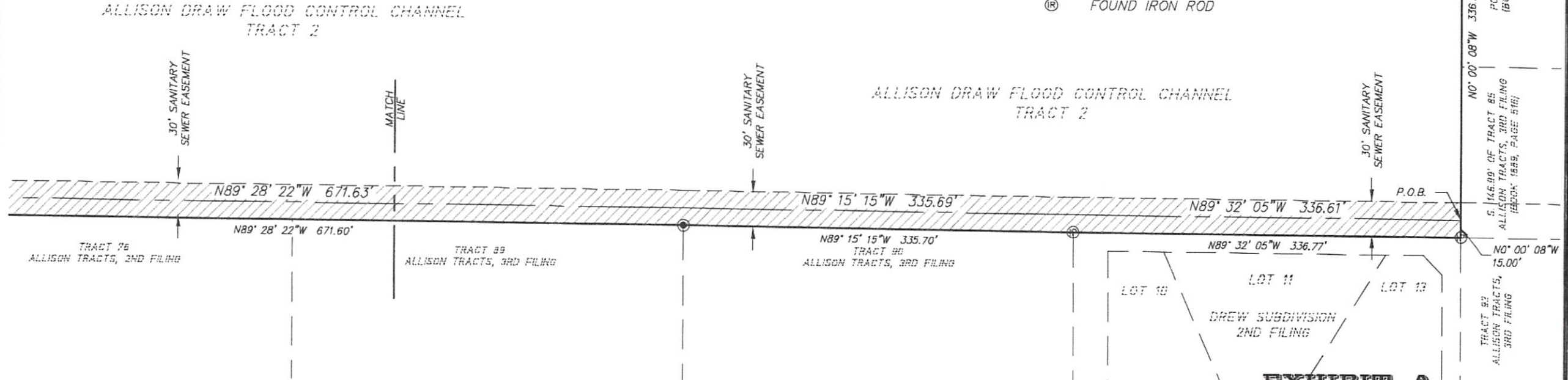


30' SEWER LINE EASEMENT

EXHIBIT A

LEGEND

- FOUND WYDOT RIGHT-OF-WAY MONUMENT
- FOUND 1½" ALUMINUM CAP
- Ⓟ FOUND ½" IRON PIPE
- Ⓡ FOUND IRON ROD



LAND DESCRIPTION

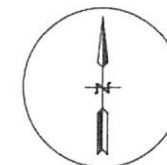
A STRIP OF LAND FOR SANITARY SEWER LINE PURPOSES BEING 30 FEET IN WIDTH AND 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE SITUATE IN A PORTION OF TRACT 2, ALLISON DRAW FLOOD CONTROL PROJECT, LARAMIE COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF DREW SUBDIVISION, 2ND FILING ALSO BEING THE SOUTHWEST CORNER OF TRACT 85, ALLISON TRACTS, 3RD FILING, A FOUND ½" IRON PIPE; THENCE N.00°00'08"W ALONG THE SAID WEST LINE OF TRACT 85, A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N.89°32'05" W. PARALLEL AND PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT 2 A DISTANCE OF 336.61 FEET TO A POINT; THENCE N.89°15'15" W. CONTINUING PARALLEL AND PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT 2 A DISTANCE OF 335.69 FEET TO A POINT; THENCE N.89°28'22" W. CONTINUING PARALLEL AND PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT 2 A DISTANCE OF 671.63 FEET TO A POINT; THENCE N.89°31'14" W. CONTINUING PARALLEL AND PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT 2 A DISTANCE OF 334.90 FEET TO A POINT; THENCE N.89°30'37" W. CONTINUING PARALLEL AND PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT 2 A DISTANCE OF 336.83 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 2 AND EAST LINE OF TRACT 37 AND THE POINT OF TERMINUS. SAID POINT BEARS N.00°30'38" E. ALONG THE SAID WEST LINE OF TRACT 2 A DISTANCE OF 15.00 FEET FROM THE CORNER COMMON TO TRACT 37 & 38, ALLISON TRACTS, 1ST FILING, TRACT 78, ALLISON TRACTS, 2ND FILING AND TRACT 2, ALLISON DRAW FLOOD CONTROL PROJECT.

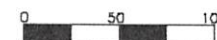
SAID PARCEL CONTAINS 60,470 SQ.FT. MORE OR LESS.

EXHIBIT A LAND DESCRIPTION FOR

A STRIP OF LAND
SITUATE IN A PORTION OF
TRACT 2, ALLISON DRAW
FLOOD CONTROL PROJECT,
LARAMIE COUNTY, WYOMING



SCALE: 1"=100'



JONES LAND SURVEYING, INC.
CERTIFIED FEDERAL SURVEYOR

6750 Say Kally Rd., Cheyenne, WY
82009 Ph: 307-637-7107 Cell:
307-630-8550
FAX: 307-778-3979
www.joneslandsurvey.com

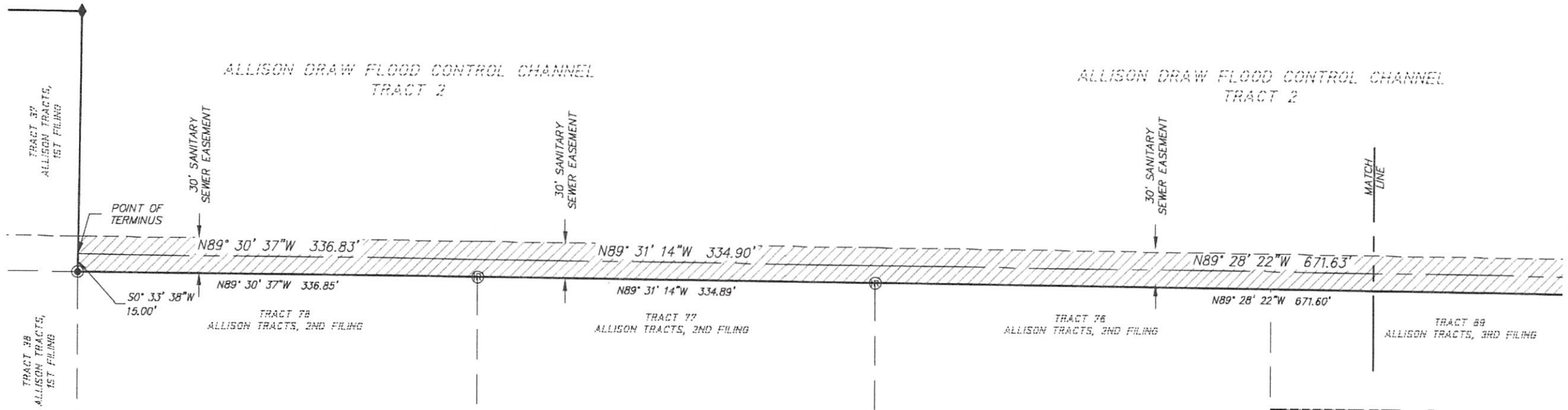
Licensed in: WY, CO, MT, SD,
ND, ID, UT, NV

DATE: 13 JULY 2020

DRAWN BY: CDJ

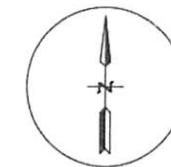
30' SEWER LINE EASEMENT

EXHIBIT A



LEGEND

- FOUND WYDOT RIGHT-OF-WAY MONUMENT
- FOUND 1½" ALUMINUM CAP
- ⊕ FOUND ½" IRON PIPE
- ◆ FOUND LEAD & TACK IN CONCRETE
- ⊙ FOUND IRON ROD



SCALE: 1"=100'

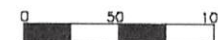


EXHIBIT A LAND DESCRIPTION FOR

A STRIP OF LAND
SITUATE IN A PORTION OF
TRACT 2, ALLISON DRAW
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DATE: 13 JULY 2020

DRAWN BY: CDJ

30' SEWER LINE EASEMENT

PORTION OF TRACT 35
ALLISON TRACTS, 1ST
FILING

N89° 31' 52"W 26.94'

P.O.B.

PORTION OF TRACT 35
ALLISON TRACTS, 1ST FILING
(BOOK 1629, PAGE 1044)

N56° 38' 02"E
26.94'

S56° 38' 02"W 273.62'

N56° 38' 02"E 199.42'

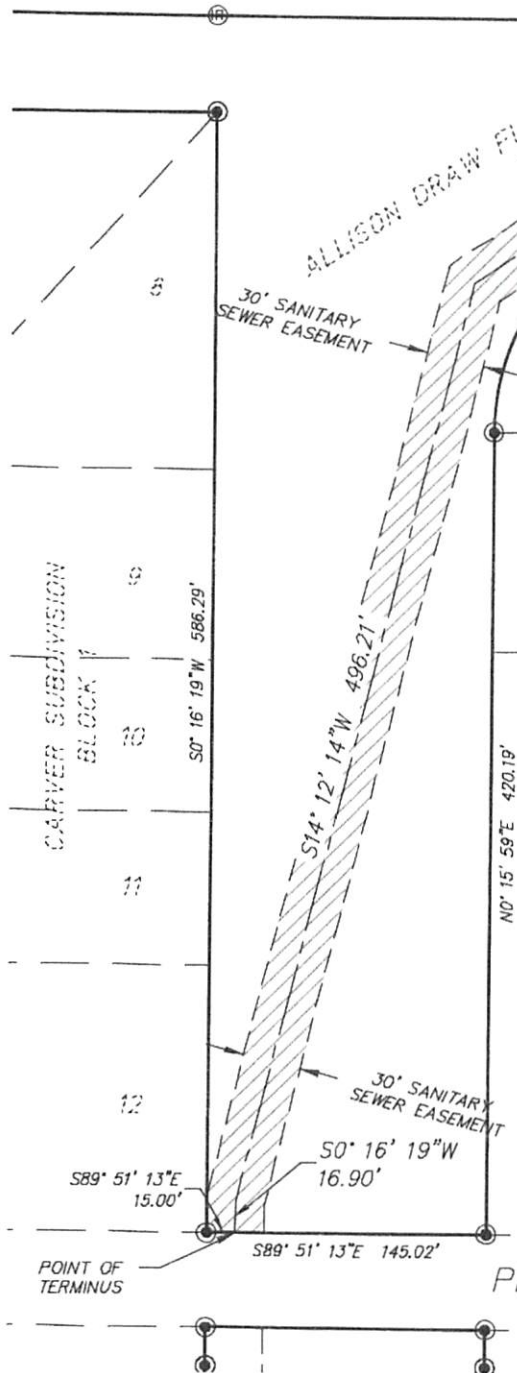
PORTION OF TRACT 40
ALLISON TRACTS, 1ST
FILING

PORTION OF TRACT 40
ALLISON TRACTS, 1ST
FILING

TRACT 41
ALLISON TRACTS, 1ST
FILING

LEGEND

- FOUND WYDOT RIGHT-OF-WAY MONUMENT
- FOUND 1½" ALUMINUM CAP
- ⊙ FOUND ½" IRON PIPE
- Ⓡ FOUND IRON ROD



PROSSER ROAD (50' R/W)

LAND DESCRIPTION

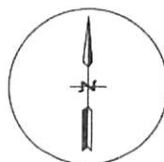
A STRIP OF LAND FOR SANITARY SEWER LINE PURPOSES BEING 30 FEET IN WIDTH AND 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE SITUATE IN A PORTION OF TRACT 3, ALLISON DRAW FLOOD CONTROL PROJECT, LARAMIE COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PORTION OF TRACT 35, AS DESCRIBED IN BOOK 1629, PAGE 1044, ALLISON TRACTS, 1ST FILING ALSO BEING A POINT ON THE EAST LINE OF SAID TRACT 3, A FOUND 1½" ALUMINUM CAP; THENCE N.56°38'02"E ALONG THE SAID WEST LINE OF TRACT 35, A DISTANCE OF 26.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE N.89°31'52" W. A DISTANCE OF 26.94 FEET TO A POINT; THENCE S.56°38'02" W. A DISTANCE OF 273.62 FEET TO A POINT; THENCE S.14°12'14" W A DISTANCE OF 496.21 FEET TO A POINT; THENCE S.00°16'19" W. A DISTANCE OF 16.90 FEET TO A POINT ON THE NORTH LINE OF PROSSER ROAD AND POINT OF TERMINUS. SAID POINT BEARS S.89°51'13" E. A DISTANCE OF 15.00 FEET FROM THE SOUTHWEST CORNER OF LOT 12, BLOCK 1, CARVER SUBDIVISION A FOUND 1½" ALUMINUM CAP.

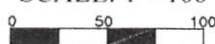
SAID PARCEL CONTAINS 24,411 SQ.FT. MORE OR LESS.

LAND DESCRIPTION FOR

A STRIP OF LAND SITUATE IN A PORTION OF TRACT 3, ALLISON DRAW FLOOD CONTROL PROJECT, LARAMIE COUNTY, WYOMING



SCALE: 1"=100'



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DATE: 13 JULY 2020

DRAWN BY: CDJ

30' SEWER LINE EASEMENT EXHIBIT A

PROSSER ROAD (50' R/W)

LEGEND

- FOUND WYDOT RIGHT-OF-WAY MONUMENT
- FOUND 1½" ALUMINUM CAP
- Ⓟ FOUND ½" IRON PIPE
- Ⓡ FOUND IRON ROD

TRACT 43
ALLISON TRACTS

30' SANITARY
SEWER EASEMENT

BETTY LAND TOWNHOMES

CONTINENTAL TRACTS

USING ADDITION

MATCH
LINE

TRACT 53
ALLISON TRACTS,
2ND FILING

TRACT 52
ALLISON TRACTS,
1ST FILING

TRACT 50
ALLISON TRACTS,
1ST FILING

LAND DESCRIPTION

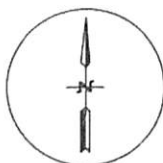
A STRIP OF LAND FOR SANITARY SEWER LINE PURPOSES BEING 30 FEET IN WIDTH AND 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE SITUATE IN A PORTION OF TRACT 4, ALLISON DRAW FLOOD CONTROL PROJECT, LARAMIE COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 4 AND A POINT ON THE SOUTH LINE OF PROSSER ROAD, A FOUND 1½" ALUMINUM CAP; THENCE S.89°40'04"E ALONG THE NORTH LINE OF TRACT 4, A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S.00°07'49" W. A DISTANCE OF 31.23 FEET TO A POINT; THENCE S.12°18'18" W. A DISTANCE OF 572.41 FEET TO A POINT; THENCE S.86°59'03" W. A DISTANCE OF 488.13 FEET TO A POINT; THENCE N.89°51'01" W. A DISTANCE OF 339.25 FEET TO A POINT; THENCE S.64°49'12" W. A DISTANCE OF 75.82 FEET TO THE POINT; THENCE S.00°32'11" W. A DISTANCE OF 398.79 FEET TO A POINT; THENCE S.07°41'30" W. A DISTANCE OF 207.83 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 4 AND THE POINT OF TERMINUS. SAID POINT BEARS S.89°57'34" W. ALONG THE NORTH LINE OF WEST COLLEGE DRIVE A DISTANCE OF 40.89 FEET FROM THE SOUTHEAST CORNER OF SAID TRACT 4, A FOUND 1½" ALUMINUM CAP.

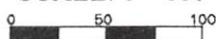
SAID PARCEL CONTAINS 63,404 SQ.FT. MORE OR LESS.

LAND DESCRIPTION FOR

A STRIP OF LAND SITUATE IN A PORTION OF
TRACT 4, ALLISON DRAW
FLOOD CONTROL PROJECT,
LARAMIE COUNTY, WYOMING



SCALE: 1"=100'



SHEET 1 OF 2

JONES LAND SURVEYING, INC.
CERTIFIED FEDERAL SURVEYOR
6750 Say Kally Rd., Cheyenne, WY
82009 Ph: 307-637-7107 Cell:
307-630-8550
FAX: 307-778-3979
www.joneslandsurvey.com

DATE: 13 JULY 2020

DRAWN BY: CDJ

30' SEWER LINE EASEMENT EXHIBIT A

TRACT 59
ALLISON TRACTS,
2ND FILING

BUSING ADDITION

TRACT 58
ALLISON TRACTS
2ND FILING

30' SANITARY
SEWER EASEMENT

MATCH
LINE

S64° 49' 12"W 75.82'

N89° 51' 01"W 339.25'

TRACT 53 N89° 41' 05"W 908.28
ALLISON TRACTS,
2ND FILING AL

TRACT 54
ALLISON TRACTS,
2ND FILING

LEGEND

- FOUND WYDOT RIGHT-OF-WAY MONUMENT
- ⊙ FOUND 1½" ALUMINUM CAP
- ⊕ FOUND ½" IRON PIPE
- ⊗ FOUND IRON ROD

30' SANITARY
SEWER EASEMENT

TRACT 54
ALLISON TRACTS,
2ND FILING

POINT OF
TERMINUS

S89° 57' 34"W
40.89'

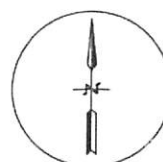
S89° 57' 34"W 145.00'

WEST COLLEGE DRIVE (80' R/W)

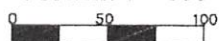
EXHIBIT A

LAND DESCRIPTION FOR

A STRIP OF LAND SITUATE IN A PORTION OF
TRACT 4, ALLISON DRAW
FLOOD CONTROL PROJECT,
LARAMIE COUNTY, WYOMING



SCALE: 1"=100'



JONES LAND SURVEYING, INC.
CERTIFIED FEDERAL SURVEYOR

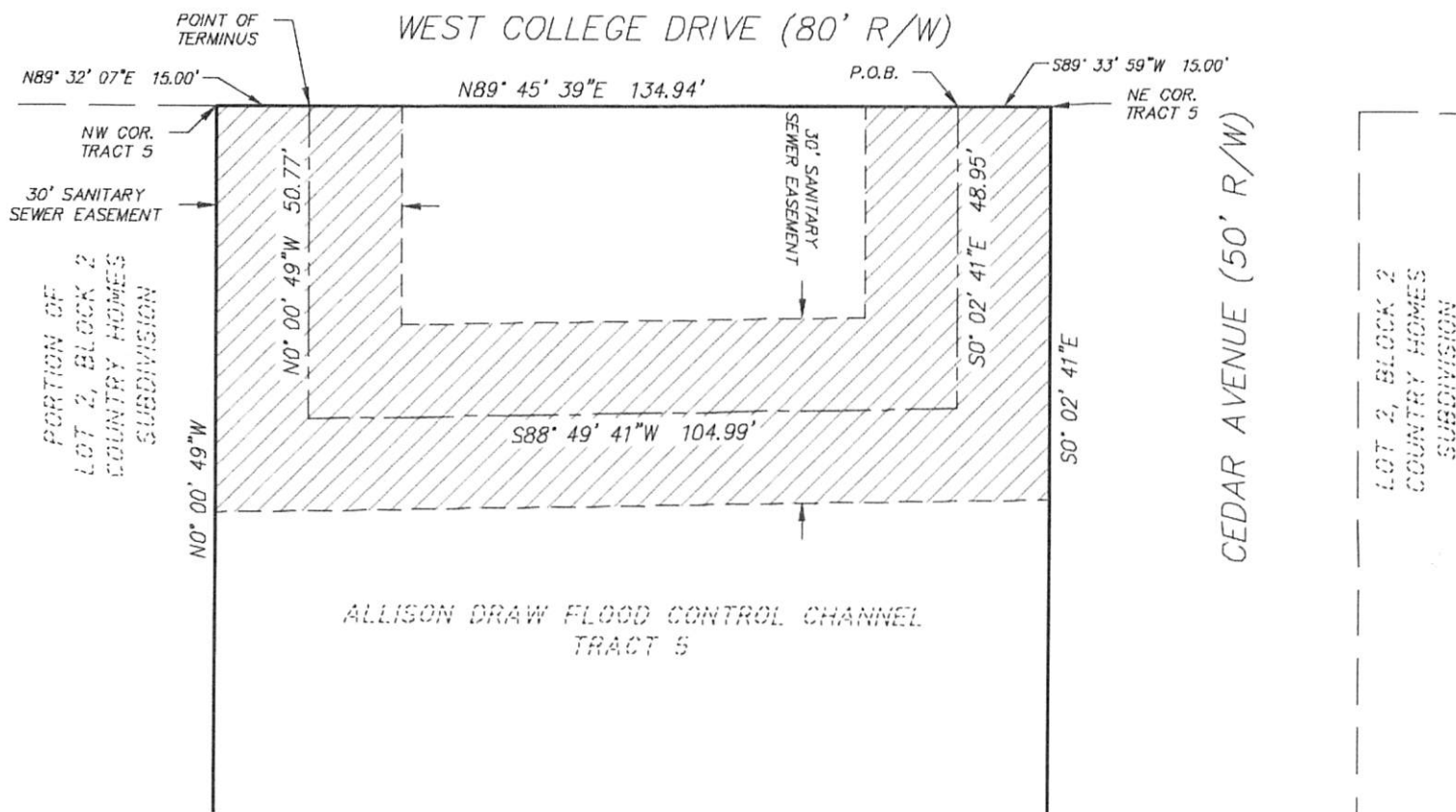
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DATE: 13 JULY 2020

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30' SEWER LINE EASEMENT

EXHIBIT A



LAND DESCRIPTION

A STRIP OF LAND FOR SANITARY SEWER LINE PURPOSES BEING 30 FEET IN WIDTH AND 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE SITUATE IN A PORTION OF TRACT 5, ALLISON DRAW FLOOD CONTROL PROJECT, LARAMIE COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 5 ALSO BEING A POINT ON THE SOUTH LINE OF WEST COLLEGE DRIVE; THENCE S.89°33'59"W ALONG THE NORTH LINE OF SAID TRACT 5 A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S.00°02'41" E A DISTANCE OF 48.95 FEET TO A POINT; THENCE S.88°49'41" W A DISTANCE OF 104.99 FEET TO A POINT; THENCE N.00°00'49" W A DISTANCE OF 50.77 FEET TO A POINT ON THE SAID NORTH LINE OF TRACT 5 AND SOUTH LINE OF WEST COLLEGE DRIVE AND THE POINT OF TERMINUS. SAID POINT BEARS N.89°32'07" W. ALONG THE SAID NORTH LINE OF TRACT 5 A DISTANCE OF 15.00 FEET.

SAID PARCEL CONTAINS 6,141 SQ.FT. MORE OR LESS.

LEGEND

- FOUND WYDOT RIGHT-OF-WAY MONUMENT
- FOUND 1½" ALUMINUM CAP
- ⊙ FOUND ½" IRON PIPE

EXHIBIT A

LAND DESCRIPTION

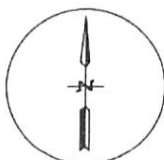
FOR

A STRIP OF LAND

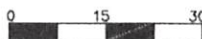
SITUATE IN A PORTION OF TRACT 35,

ALLISON TRACTS, 1ST FILING,

LARAMIE COUNTY, WYOMING



SCALE: 1"=30'



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