



LARAMIE COUNTY PLANNING & DEVELOPMENT DEPARTMENT

Planning • Building

MEMORANDUM

TO: Laramie County Board of Commissioners

FROM: Cate Cundall, Associate Planner

DATE: September 17, 2024

TITLE: PUBLIC HEARING regarding a Board Approval for the High Plains Business Park sanitary sewer main located from College Drive to High Plains Road.

EXECUTIVE SUMMARY

AVI, PC on behalf of Cheyenne Leads, has submitted a Board Approval application for a 24-inch sanitary sewer interceptor from College Drive to High Plains Road. This sanitary sewer main will connect to the existing BOPU system at a manhole near the intersection of West College Drive and Cedar Avenue. It will be routed through the existing neighborhood south of College Drive until it reaches the north boundary of Goat Systems, LLC property. The 24-inch sanitary sewer line will parallel the Allison Draw floodplain through Goat Systems, LLC property until it intersects High Plains Road.

BACKGROUND

In accordance with section 2-2-128 utilities not defined as essential service utilities and not otherwise provided for in this regulation requires Board approval. The purpose of the hearing is to assure that the sewer main will be located so as to minimize disruption to existing county residents and land users.

Pertinent Statutes and Regulations include:

Wyoming State Statute: Section 18-5-101 through 18-5-315.
Section 1-2-104 governing Public Notice.
Section 2-2-128 governing Utility Regulations.

DISCUSSION

Where possible the sewer main will be placed in dedicated public rights-of-way. Public R-O-W has been granted in locations where owners were willing to donate R-O-W. Easements are being used in locations where landowners were willing to grant easements. Easement exhibits for Laramie County will be executed upon the Board Approval for the sanitary sewer main. Copies of easements obtained at this time are attached to this report.

The applicant is required to obtain the necessary grading and floodplain permits. Public notice was provided, and no comments were received.

RECOMMENDATION and FINDINGS

Based on evidence provided, staff finds that:

- a) This application meets the criteria of section 2-2-128 of the Laramie County Land Use Regulations for Utility Regulations.

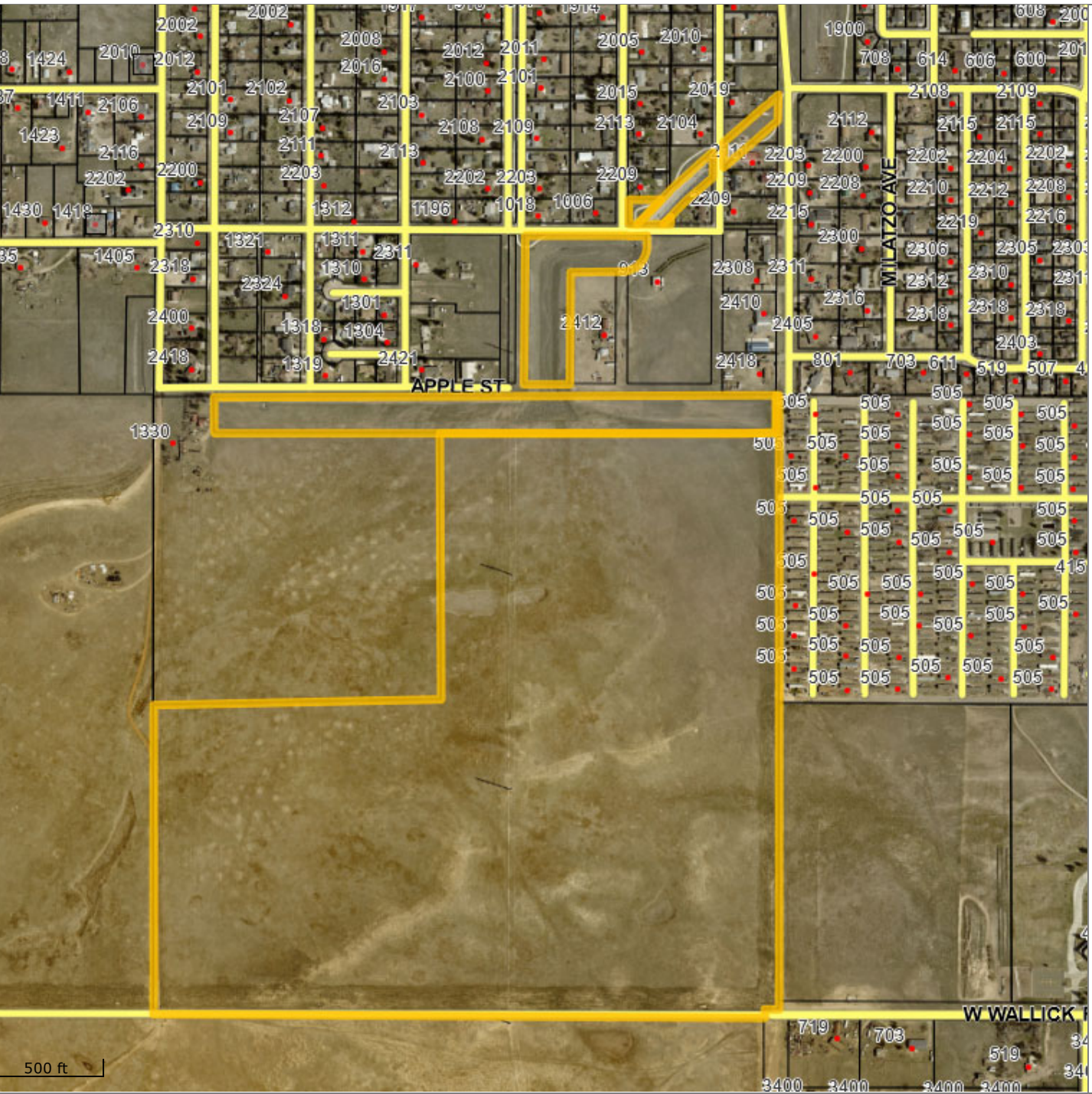
and based on having met the criteria outlined above, the Board of County Commissions may approve a Board Approval for the installation of a 24 Inch Sanitary Sewer Main.

PROPOSED MOTION

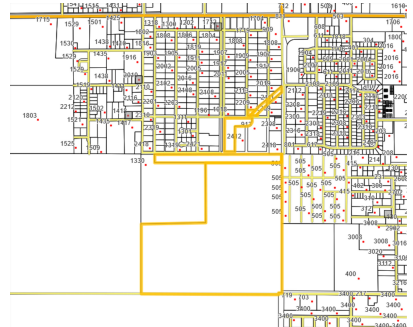
I move to approve the High Plains Business Park sanitary sewer main located from College Drive to High Plains Road, Laramie County, WY, and adopt the findings of fact a of the staff report.

ATTACHMENTS

- Attachment 1: Location and Aerial Map**
- Attachment 2: Project Narrative**
- Attachment 3: Pre-Application Meeting Notes**
- Attachment 4: Agency Comments Reports and Applicant Responses**
- Attachment 8: Sanitary Sewer Line Easements**
- Attachment 9: Board Approval Resolution**
- Attachment 12: Board Approval Exhibit**



**High Plains
Business Park
Sanitary Sewer Main
Laramie County,
Wyoming**



Owner:

Cheyenne Leads
121 W 15th St. #304
Cheyenne, WY 82001

June 26, 2024
4679

High Plains Business Park 1st Filing Infrastructure 24” Sewer Interceptor Project Narrative

College Drive to High Plains Road – This sanitary sewer main will connect to the existing BOPU system at a manhole near the intersection of W College Drive and Cedar Ave. The proposed sanitary sewer main is 24”. It will be routed through the existing neighborhood south of College Drive until it reaches the north boundary of Goat Systems LLC property. The 24” sewer line will parallel the Allison Draw floodplain through Goat Systems LLC property until it intersects High Plains Road.

h:\4679_cosmo offsite\submittals\ep\sanitary\4679_24 in sanitary project narrative.docx



LARAMIE COUNTY PLANNING & DEVELOPMENT OFFICE

3966 Archer Pkwy
Cheyenne, WY 82009 planning@laramiecounty.com
Phone (307) 633-4303 Fax (307) 633-4616



Pre-Application Meeting Notes

DISCLAIMER: These notes are intended as guidance only. Fee calculations are determined at the time of application, and issues that arise during review periods are not always anticipated at the pre-application stage.

Form containing fields for Date, Staff, Property Owner, Project Description, Location, Attendees, Application Type(s), and Guidance. Includes handwritten entries like 'Date: 12/21/23', 'Project Description: BOPU main extension - Cosmo', and 'Application Type(s): Board Approval, GEESC, Floodplain Development Permit'.



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<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Community Facility Fees Acknowledgement Letter:
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Public Safety Fees Acknowledgement Letter:
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> TBD	WY DEQ Chapter 23 Study/Submittal Letter:
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> TBD	Development Agreement:
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> TBD	Roadway Maintenance Plan:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> TBD	Road/Easement Use Agreement:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> TBD	ROW Construction Permit:
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> TBD	Environmental Health Review / Approval:
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> TBD	Environmental and Services Impact Report:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> TBD	GESC/Grading, Erosion & Sediment Control Permit: <i>x1 standard</i>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> TBD	Floodplain Development Permit: <i>x1, include all crossings</i>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Letter of Consent	Perimeter Fence Construction Per W.S. § 18-5-319:

Public Notice Requirements	General Notes:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Public Notice Sign(s) Required – Posted/Paid by Applicant: <i>x 2 (Dinsion + College Dr)</i>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Newspaper Legal Notice Required – Paid by Applicant:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property Owner Notification Letter Required – Paid by Applicant:



Pre-Application Meeting Notes

DISCLAIMER: These notes are intended as guidance only. Fee calculations are determined at the time of application, and issues that arise during review periods are not always anticipated at the pre-application stage.

Miscellaneous Notes:

PW: Map will go through road construction review process

BOPU not regulated by PSC; Board approval required

Building: anticipate building permits for manholes

EXHIBIT A

Laramie County Planning and Development Fee Schedule

Application and sign fees shall be paid at the time of application submittal.
Other fees will be billed to the applicant.

Application	Fee	Sign (per sign)	Legal Ad (per ad)	Engineer Review	Mailing
Preliminary Development Plan	\$1000.00	\$26.00	N/A	Actual Cost	Actual Cost
Low Impact GESC	\$250.00	N/A	N/A	Actual Cost	N/A
✓ Standard GESC	\$500.00	N/A	N/A	Actual Cost	N/A
✓ Board Approval	\$500.00	\$26.00	Actual Cost	Actual Cost	Actual Cost
Variance	\$600.00	\$26.00	Actual Cost	Actual Cost	Actual Cost
Temporary Use	\$100.00	N/A	N/A	N/A	N/A
Address – New Oil & Gas Facility	\$200.00	N/A	N/A	N/A	N/A
Address – Existing Oil & Gas Facility	\$100.00	N/A	N/A	N/A	N/A
✓ Floodplain Development Permit	\$200.00	N/A	N/A	Actual Cost	N/A
Site Plan, New and Major Amendments	\$750.00	\$26.00	Actual Cost – if applicable	Actual Cost	Actual Cost
Site Plan, Minor Amendments	\$250.00	\$26.00	N/A	Actual Cost	Actual Cost
Zone Change	\$500.00	\$26.00	Actual Cost	Actual Cost	Actual Cost
Wireless Tower	\$250.00	\$26.00 - if applicable	Actual Cost – if applicable	Actual Cost	Actual Cost
Family Child Care Home	\$100.00	N/A	N/A	N/A	N/A
Subdivision Permit (25 lots or less)	\$1,200.00	\$26.00	Actual Cost	Actual Cost	Actual Cost
Subdivision Permit (26 lots or more)	\$1,800.00	\$26.00	Actual Cost	Actual Cost	Actual Cost
Administrative Plat	\$750.00	\$26.00	Actual Cost	Actual Cost	Actual Cost
Road/Easement Naming	\$200.00	\$26.00	N/A	N/A	Actual Cost
Environmental Health Fee **See Note**	\$200.00 with public sewer. \$200 plus \$10.00 per lot without public sewer (not to exceed \$500.00)				
Community Facility Fees	Land within a water/sewer district or serviced by a district: \$500.00 per acre, rounded to the nearest .1 acre. Minimum \$250.00				
Community Facility Fees	Land outside a water/sewer district with no public water/sewer services: \$50.00 per acre, rounded to the nearest .1 acre. Minimum \$25.00				
Public Safety Fees	Land within any water and/or sewer district or serviced by a public water system shall be assessed a \$200.00 per lot public safety fee				
Public Safety Fees	Land outside of a water and/or sewer district shall be assessed a \$1,000.00 per lot public safety fee				

**Note: Health Dept. fee increase relating to subdivision permit/plat process approved by Laramie County Board of Commissioners on June 2, 2015, and Board of Health on June 16, 2015.

AGENCY REVIEW #1

Permit Notes

Permit Number: PZ-24-00061

Parcel Number: 13661810902100

Submitted: 06/26/2024

Site Address: UNKNOWN

Technically Complete: 07/02/2024

Applicant: AVI PC
Owner: LARAMIE COUNTY

Laramie County, WY 00000

Approved:
Issued:

Project Description: 24" Sanitary Main extension from College Dr. to High Plains Rd.

<u>Begin Date</u>	<u>End Date</u>	<u>Permit Area</u>	<u>Subject</u>	<u>Note Type</u>	<u>Note Text</u>	<u>Created By</u>
06/27/2024		Application	PZ-24-00061	GENERAL	BOCC Public Hearing 9/17/2024. Still waiting for project easements to be used as exhibits.	CATHERINE.CUNDALL@LARAMIECOUNTY.WY.GOV
07/03/2024		Application	PZ-24-00061	GENERAL	no comment	CONSERVATIONDISTRICT@LARAMIECOUNTY.WY.GOV
07/05/2024		Workflow	COUNTY REAL ESTATE OFFICE REVIEW	GENERAL	No Comments	LAURA.PATE@LARAMIECOUNTY.WY.GOV
07/08/2024		Application	PZ-24-00061	GENERAL	No Comment	CHRISTOPHER.YANEY@LARAMIECOUNTY.WY.GOV
07/10/2024		Application	PZ-24-00061	GENERAL	1.There are various places where the sanitary sewer crosses/enters a floodplain area. A Floodplain Development Permit will be required for each of the crossings and any area where the sewer is within the floodplain area.	SCOTT.LARSON@LARAMIECOUNTY.WY.GOV
07/11/2024		Application	PZ-24-00061	GENERAL	2023 property taxes paid in full on parcel #00013006618080 under the name EJE Properties - all other parcels involved are under Laramie County no tax bills were created	TAMMY.DEISCH@LARAMIECOUNTY.WY.GOV
07/11/2024		Workflow	PLAN REVIEW BY ENVIRONMENTAL HEALTH	GENERAL	Properly abandon septic tank(s) to prevent safety hazards from original residence septic system or any additional properties that are added to BOPU system. Contact Environmental Health (307) 633-4090 for inspection requirements on abandoned septic tanks.	TIFFANY.GAERTNER@LARAMIECOUNTY.WY.GOV
07/12/2024		Application	PZ-24-00061	GENERAL	LCFD # 1 acknowledges project scope and through fire district access. No Comment	DARRICK.MITTLES TADT@LARAMIECOUNTY.WY.GOV
07/12/2024		Application	PZ-24-00061	GENERAL	WAPA is working with City of Cheyenne Board of Public Utilities for a license. Once we reach an agreement I will mark this complete and approved.	ROGERS@LARAMIECOUNTY.WY.GOV
07/15/2024		Application	PZ-24-00061	GENERAL	No Comments	MATTHEW.BUTLER@LARAMIECOUNTY.WY.GOV

Permit Notes

07/15/2024	Application	PZ-24-00061	GENERAL	<p>Developers and landowners should be aware that any work or presence in the right of way created by development/construction for this project will need the appropriate permitting or licensing between the utility owner (or appropriate local agency for fence modifications) and WYDOT District 1 Maintenance. Utility owners, including governmental entities, will be responsible for the licensing and/or permitting of all utility facilities in the WYDOT right-of-way. Other work in the ROW can be approved through a temporary use permit. Permits (except for access permits) and licenses can be acquired by contacting Michael Elliott (Michael.Elliott@wyo.gov, 307-745-2123).Also, the development must maintain historic drainage corridors so that drainage is not diverted to other entry points to the R/W. If drainage is affected in the highway right-of-way, a drainage study needs to demonstrate that post-development discharge rates are metered at or below pre- development rates for 2, 5, 10, 25, 50 and 100 year events and will need to be reviewed by WYDOT Bridge/Hydraulics Program.</p>	<p>TAYLOR.MCCORT @LARAMIECOUNT YWY.GOV</p>
07/15/2024	Workflow	PUBLIC WORKS REVIEW	GENERAL	<p>1. No comments related to the board approval.</p>	<p>MOLLY.BENNETT @LARAMIECOUNT YWY.GOV</p>
07/16/2024	Application	PZ-24-00061	GENERAL	<p>Agency comments need to be acknowledged and floodplain permits acquired if needed.</p>	<p>CATHERINE.CUND ALL@LARAMIECO UNTYWY.GOV</p>

File No.: 4521-522937 ()

WARRANTY DEED

Michael Armstrong, a single man, grantor(s) of Laramie County, State of WY, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

Laramie County, Wyoming, grantee(s),

whose address is: _____ of Laramie County and State of Wyoming, the following described real estate, situate in Laramie County and State of Wyoming, to wit:

A parcel of land being situate, known and being the Northerly 160.00 feet of the SE¼ of Section 18, Township 13 North, Range 66 West of the 6th P.M., in Laramie County, Wyoming, lying South of Apple Street as platted in the official Plat of "Orchard Valley Addition 2nd Filing" being more particularly known and described as follows, to wit:

Beginning at the 1/4 corner common to Section 17 and Section 18 of Township 13 North, Range 66 West of the 6th P.M.; thence S.89°49'30"W., along the East to West 1/4 Section line of said Section 18 a distance of 2412.00 feet to a point; thence, Southerly a distance of 160.00 feet to a point; thence, N.89°49'30"E., along a line parallel with the East to West 1/4 line of Section 18 said 1/4 line also being the Southerly R/W of Apple Street as platted in Orchard Valley Addition 2nd Filing a distance of 2412.00 feet to a point on the Section line common to Section 17 and Section 18; thence North along said Section line a distance of 160.00 feet to the point of beginning.

SUBJECT TO

An Easement granted for grazing purposes in the SE¼ of Section 18 being more particularly described as follows, to wit:

Beginning at a point on the Westerly boundary of Attachment "A" lying South 40.00 feet from the NW corner; thence, South along said Westerly boundary a distance of 120.00 feet to the SW corner of said Attachment "A"; thence, N.89°49'30"E., along the Southerly Boundary a distance of 80.00 feet to a point; thence, N.33°44'38"W., a distance of 144.00 feet to the point of beginning.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Witness my/our hand(s) this 28th day of February, 2005.

Michael Armstrong
Michael Armstrong

State of Wyoming)
)ss.
County of Laramie)

The foregoing instrument was acknowledged before me this 28th day of February, 2005, by Michael Armstrong.

Witness my hand and official seal.

My commission expires: 11/22/07

Sarina E. Conrath
Notary Public





UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, COBETTO REALTY LLC, a Wyoming corporation, hereinafter referred to as "Grantor," in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of performance of the covenants and agreements by the City of Cheyenne, Wyoming ("City"), a Municipal Corporation, by and through its Board of Public Utilities ("Board"), its successors and assigns, hereinafter referred to as "Grantee," as hereinafter set out and expressed, hereby grants, bargains, sells and conveys to the Grantee, a permanent and exclusive easement ("Easement") to lay, construct, maintain, operate, remove, and replace a 24" Sanitary Sewer Main, and appurtenances thereto, on, over, through and across certain lands, situated in Laramie County, State of Wyoming, described as follows:

THE FOLLOWING IS A DESCRIPTION FOR A CHEYENNE BOARD OF PUBLIC UTILITIES, UTILITY EASEMENT BEING SITUATED IN A PORTION OF LAND AS DESCRIBED IN DEED BOOK 2691 PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE AS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 18 THENCE S07°01'23"E A DISTANCE OF 1321.30 TO A POINT ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 2691, PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S89°53'59"E ALONG SAID SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 2691, PAGE 2691 A DISTANCE OF 1031.43 FEET TO A POINT; THENCE N45°06'24"E A DISTANCE OF 418.89 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 2691, PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE; THENCE N00°15'30"E ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 2691, PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE A DISTANCE OF 56.72 FEET TO A POINT; THENCE S45°06'24"W A DISTANCE OF N89°53'59"W A DISTANCE OF 974.58 FEET TO A POINT; THENCE S45°29'33" A DISTANCE OF 28.48 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.87 ACRES MORE OR LESS.

SEE EXHIBIT 'A' ATTACHED

TO HAVE AND HOLD unto said Grantee so long as the 24" Sanitary Sewer Main and appurtenances thereto (collectively "Facilities") shall be maintained, together with the right of ingress to 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 being the intention of the parties hereto 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 herein expressed.

As further consideration of this agreement, the Grantor herein agrees as follows:

1. 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 Permanent Easement. Any such structure or item placed on OR WITHIN THE EASEMENT BOUNDARY LINE(S); the Permanent 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.

As a further consideration of this agreement, the Grantee herein agrees as follows:

1. 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.



2. 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.

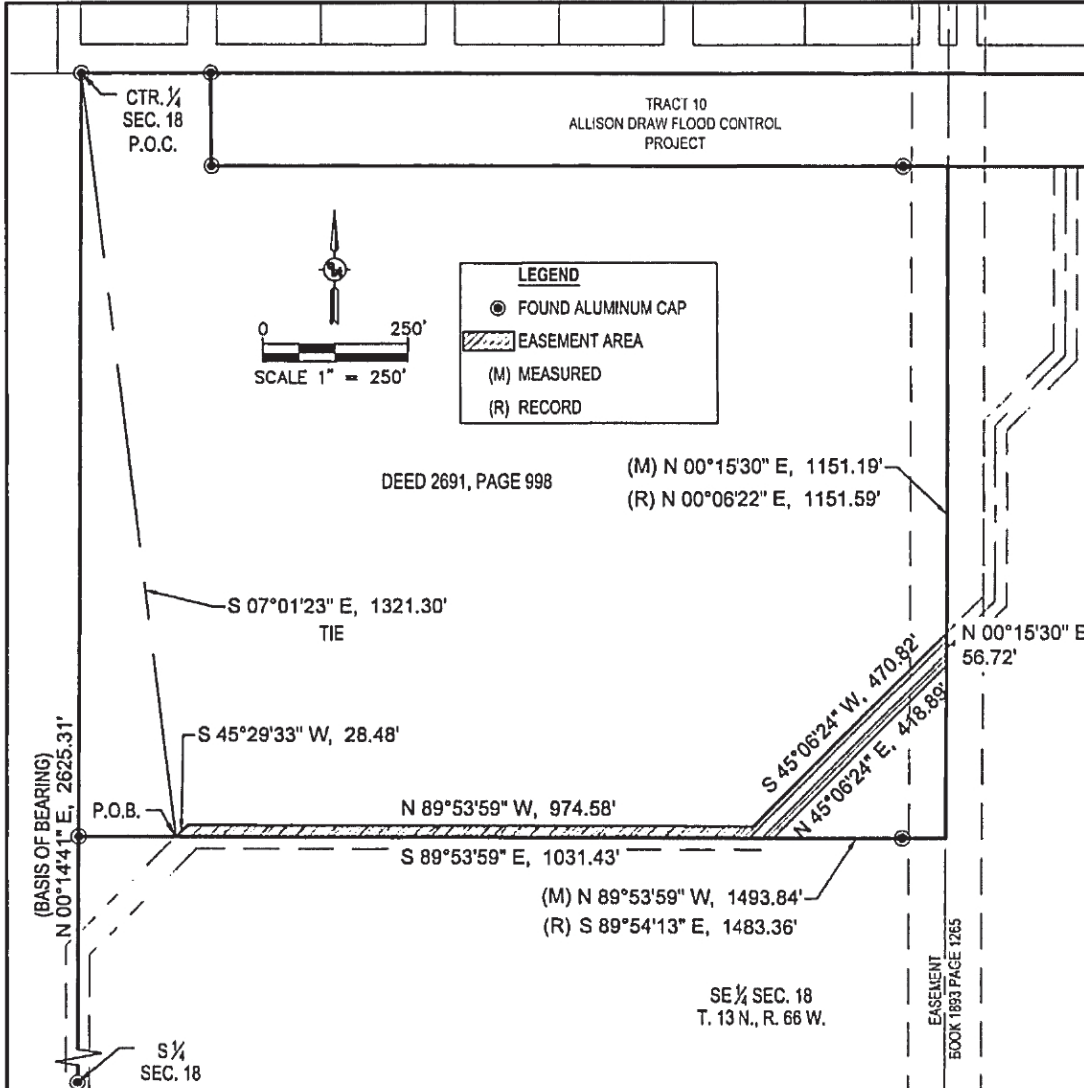
3. Grantee, following the installation, maintenance or removal of the Facilities, shall restore the surface of the Permanent Easement and any constructed improvements to, as near as practicable, the condition of the surface and the constructed improvements prior to said installation or maintenance.

4. If Grantor requires relocation of the Facilities, Grantee agrees to relocate the Facilities provided that Grantor pays for the relocation of the Facilities, provides 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.

Said Grantee has selected the route for said Facilities over and through said 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.

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CONSIDERING THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND ALUMINUM CAP AT THE SOUTH QUARTER CORNER AND THE CENTER QUARTER CORNER MONUMENTED BY A FOUND ALUMINUM CAP WHOSE LINE BEARS N00°14'41"E A DISTANCE OF 2625.31 FEET, WITH ALL BEARINGS HEREON RELATIVE THERETO. BEARINGS AND DISTANCES ARE GRID BASED ON WYOMING EAST STATE PLANE ZONE COORDINATE SYSTEM (FIP ZONE 4901)

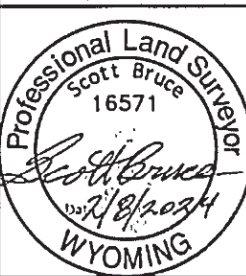
LEGAL DESCRIPTION

THE FOLLOWING IS A DESCRIPTION FOR A CHEYENNE BOARD OF PUBLIC UTILITIES UTILITY EASEMENT BEING SITUATED IN A PORTION OF LAND AS DESCRIBED IN DEED BOOK 2691 PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE AS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 18 THENCE S07°01'23"E A DISTANCE OF 1321.30 TO A POINT ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 2691, PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S89°53'59"E ALONG SAID SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 2691, PAGE 2691 A DISTANCE OF 1031.43 FEET TO A POINT; THENCE N45°06'24"E A DISTANCE OF 418.89 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 2691, PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE; THENCE N00°15'30"E ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 2691, PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE A DISTANCE OF 56.72 FEET TO A POINT; THENCE S45°06'24"W A DISTANCE OF N89°53'59"W A DISTANCE OF 974.58 FEET TO A POINT; THENCE S45°29'33" A DISTANCE OF 28.48 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.87 ACRES MORE OR LESS.

Doc. Filed 1/28/24 10:50 AM DISTRICT CLERK'S OFFICE LARAMIE COUNTY WYOMING



CHECKED BY: SB	DATE PLOTTED: Feb 08, 2024
JOB NO: 4705	DRAWN BY: SB

EXHIBIT 'A'
BOPU UTILITY EASEMENT
SITUATED IN A PORTION OF
SECTION 18, T13N, R67W, 6th P.M.,
LARAMIE COUNTY, WYOMING
PAGE 1 OF 1



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, EJE PROPERTIES LLC, a Wyoming corporation, hereinafter referred to as "Grantor," in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of performance of the covenants and agreements by the City of Cheyenne, Wyoming ("City"), a Municipal Corporation, by and through its Board of Public Utilities ("Board"), its successors and assigns, hereinafter referred to as "Grantee," as hereinafter set out and expressed, hereby grants, bargains, sells and conveys to the Grantee, a permanent and exclusive easement ("Easement") and a temporary construction easement ("Temporary Easement") to lay, construct, maintain, operate, remove, and replace a 24" Sanitary Sewer Main, and appurtenances thereto, on, over, through and across certain lands, situated in Laramie County, State of Wyoming, described as follows:

SEE EXHIBIT 'A' ATTACHED FOR PERMANENT EASEMENT DESCRIPTION
SAID PERMANENT EASEMENT CONTAINS 0.84 ACRES MORE OR LESS.

And

SEE EXHIBIT 'B' ATTACHED FOR TEMPORARY EASEMENT DESCRIPTION
SAID TEMPORARY EASEMENT CONTAINS 2.09 ACRES MORE OR LESS.

TO HAVE AND HOLD unto said Grantee so long as the 24" Sanitary Sewer Main and appurtenances thereto (collectively "Facilities") shall be maintained, together with the right of ingress to 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 being the intention of the parties hereto 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 herein expressed.

As further consideration of this agreement, the Grantor herein agrees as follows:

1. 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 Permanent Easement. Any such structure or item placed on OR WITHIN THE EASEMENT BOUNDARY LINE(S); the Permanent 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.

As a further consideration of this agreement, the Grantee herein agrees as follows:

1. 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.

2. 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.

3. Grantee, following the installation, maintenance or removal of the Facilities, shall restore the surface of the Permanent 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.

4. If Grantor requires relocation of the Facilities, Grantee agrees to relocate the Facilities provided that Grantor pays for the relocation of the Facilities, provides 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.



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

Said Grantee has selected the route for said Facilities over and through said 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.

THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, we have hereunto set our hands this 29th day of

May, 2024

Signed and delivered in the presence of:

GRANTOR:

GRANTEE:

EJE PROPERTIES LLC

BOARD OF PUBLIC UTILITIES
CITY OF CHEYENNE, WYOMING

Edward Ernste

By: Edward Ernste

Title: President

Bradley A. Brooks

For Bradley A. Brooks,
Director of the Board of Public Utilities
Of the City of Cheyenne, Wyoming

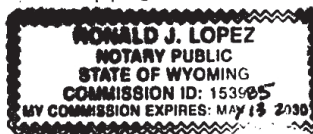
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

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

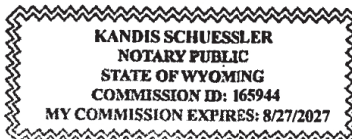
Witness my hand and official seal at office in the state and county aforesaid, this 29th day of May, 2024

Ronald J. Lopez
Notary Public

My commission expires: May 13, 2030



STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)



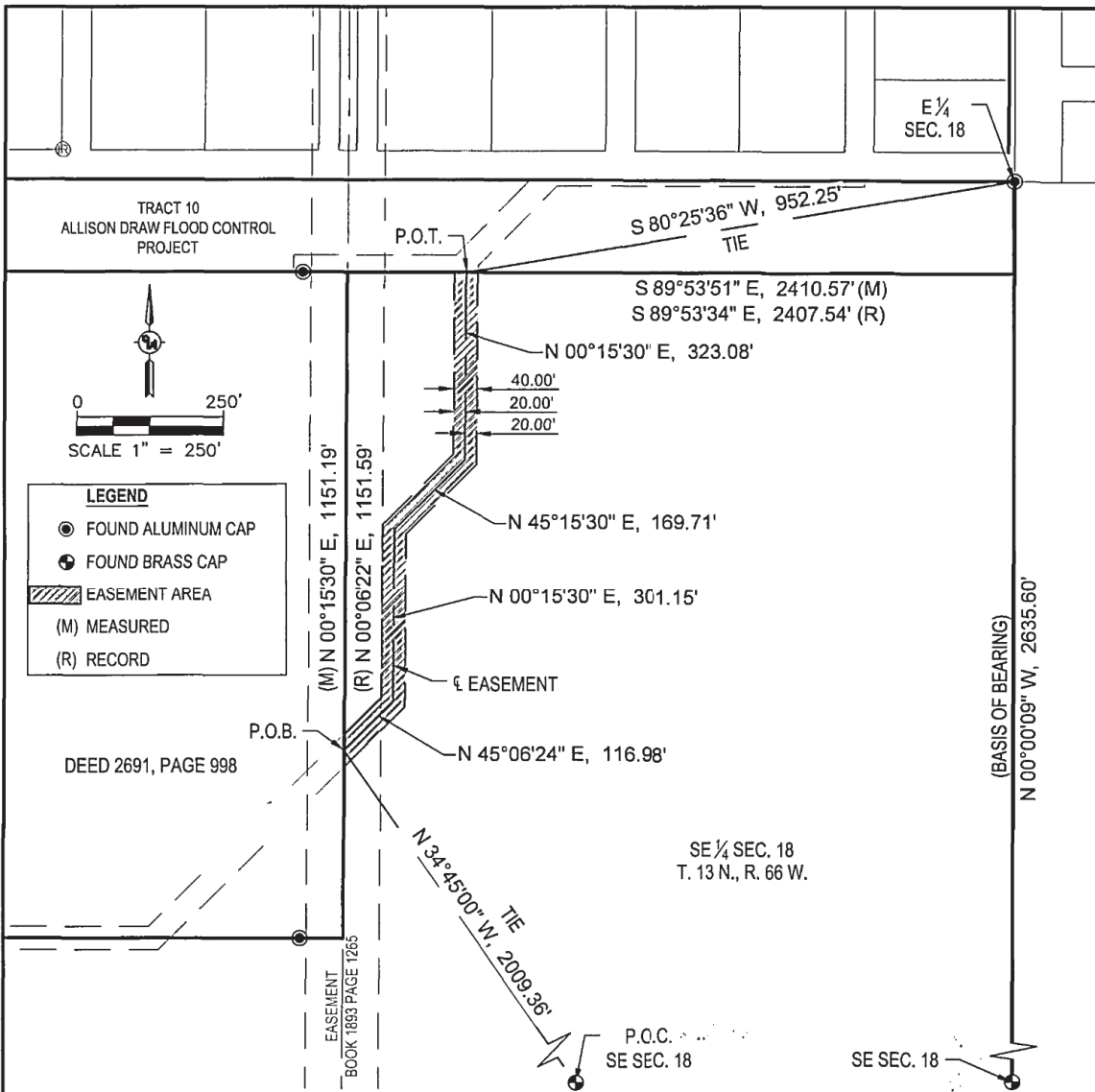
Before me, a Notary Public in and for the state and county aforesaid, personally appeared Bradley A. Brooks, with whom I am personally acquainted, and who, upon oath, acknowledged that he is the Director of Board of Public Utilities of the City of Cheyenne, Wyoming, and that he executed the foregoing instrument for the purposes therein contained, by signing his name as such officer.

Witness my hand and official seal at office in the state and county aforesaid, this 6th day of June, 2024

Kandis Schuessler
Notary Public

My commission expires: 8/27/27

[Handwritten mark]



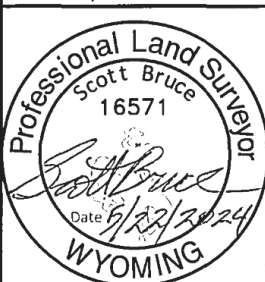
CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND ALUMINUM CAP AT THE EAST QUARTER CORNER AND THE SOUTHEAST CORNER MONUMENTED BY A FOUND BRASS CAP WHOSE LINE BEARS N00°00'09\"/>

LEGAL DESCRIPTION

THE FOLLOWING IS A CENTER LINE DESCRIPTION FOR A 40 FOOT WIDE CHEYENNE BOARD OF PUBLIC UTILITIES EASEMENT BEING 20 FEET ON EACH SIDE OF THE DESCRIBED CENTERLINE SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18 THENCE N34°45'00\"/>

SAID EASEMENT CONTAINS 0.84 ACRES MORE OR LESS, AND WHOSE LENGTH IS 910.92 FEET MORE OR LESS.



CHECKED BY:	SB	DATE PLOTTED:	May 21, 2024
JOB NO:	4705	DRAWN BY:	SB

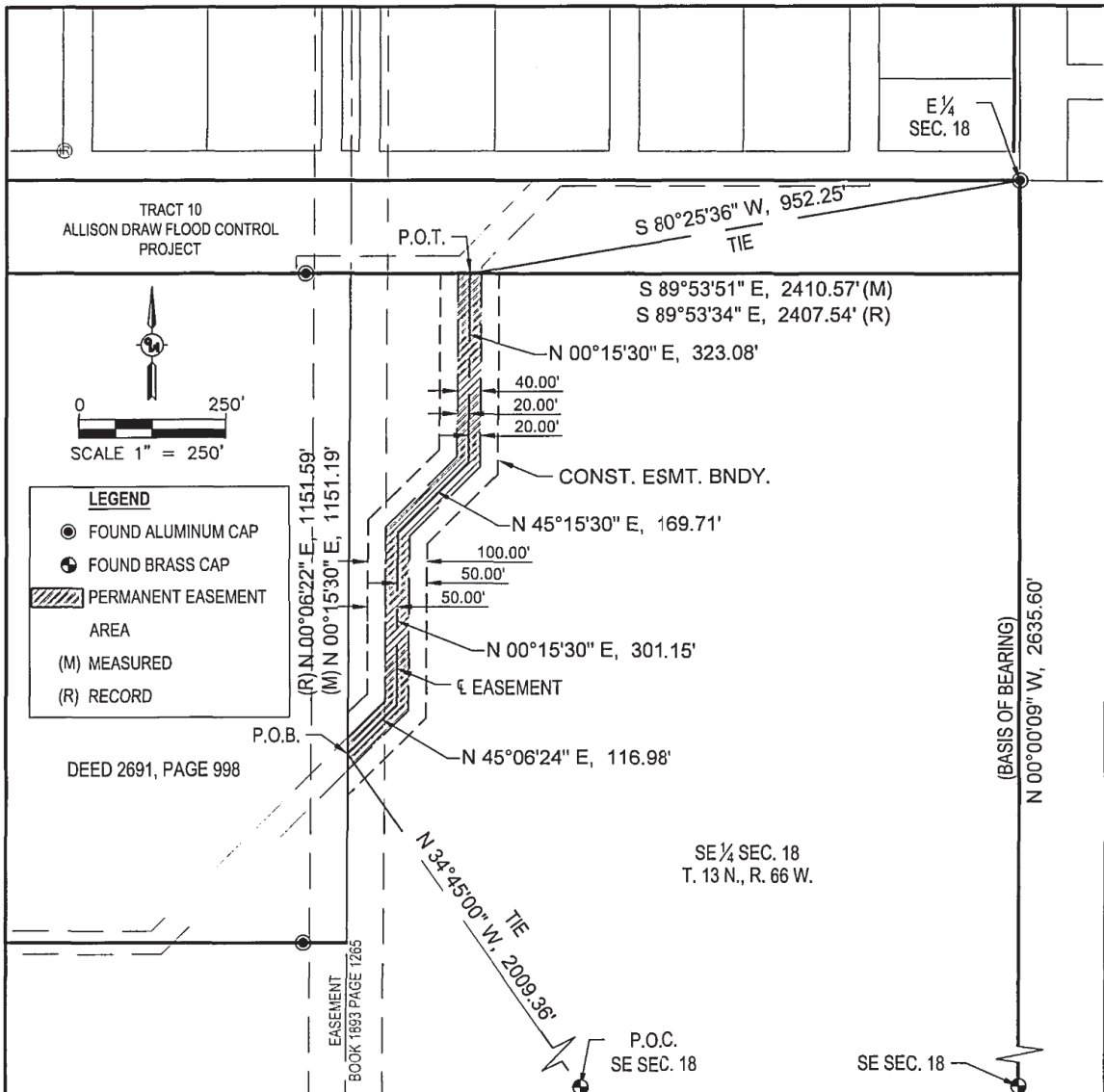


EXHIBIT 'A'
BOPU UTILITY EASEMENT

SITUATED IN A PORTION OF SECTION 18, T13N, R66W, 6th P.M., LARAMIE COUNTY, WYOMING
 PAGE 1 OF 1

Dwg. File: H14679_COSMO Office\SURVEY\Drawings\4679 COSMO SEWER CONTROL EASEMENTS.dwg Layout: Layout4 Plot: 5/21/24 - 3:28pm

Handwritten signature/initials



LEGEND

- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- ▨ PERMANENT EASEMENT AREA
- (M) MEASURED
- (R) RECORD

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND ALUMINUM CAP AT THE EAST QUARTER CORNER AND THE SOUTHEAST CORNER MONUMENTED BY A FOUND BRASS CAP WHOSE LINE BEARS N00°00'09\"/>

LEGAL DESCRIPTION

THE FOLLOWING IS A CENTER LINE DESCRIPTION FOR A 100 FOOT WIDE CHEYENNE BOARD OF PUBLIC UTILITIES TEMPORARY CONSTRUCTION EASEMENT BEING 50 FEET ON EACH SIDE OF THE DESCRIBED CENTERLINE SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18 THENCE N34°45'00\"/>

SAID EASEMENT CONTAINS 2.09 ACRES MORE OR LESS, AND WHOSE LENGTH IS 910.92 FEET MORE OR LESS.

Professional Land Surveyor
 Scott Bruce
 16571
 Date 5/28/24
 WYOMING

CHECKED BY: SB	DATE PLOTTED: May 28, 2024
JOB NO: 4705	DRAWN BY: SB
	45 YEARS
ENGINEERING - PLANNING - SURVEYING	

EXHIBIT 'B'
TEMPORARY CONSTRUCTION EASEMENT
 SITUATED IN A PORTION OF SECTION 18, T13N, R66W, 6th P.M., LARAMIE COUNTY, WYOMING
 PAGE 1 OF 1

Dwg. File: H:\4679_COSMO Office\SURVEY\Drawings\4679 COSMO SEWER CONTROL EASEMENTS.dwg Layout: Layout.CONST Plot: 5/28/24 - 4:54pm

MLA

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, LARAMIE COUNTY, hereinafter referred to as "Grantor," in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of performance of the covenants and agreements by the City of Cheyenne, Wyoming ("City"), a Municipal Corporation, by and through its Board of Public Utilities ("Board"), its successors and assigns, hereinafter referred to as "Grantee," as hereinafter set out and expressed, hereby grants, bargains, sells and conveys to the Grantee, a permanent and exclusive easement ("Easement") and a temporary construction easement ("Temporary Easement") to lay, construct, maintain, operate, remove, and replace a 24" Sanitary Sewer Main, and appurtenances thereto, on, over, through and across certain lands, situated in Laramie County, State of Wyoming, described as follows:

SEE EXHIBIT 'A' ATTACHED FOR BOPU UTILITY EASEMENT DESCRIPTION
SAID PERMANENT EASEMENT CONTAINS 0.32 ACRES MORE OR LESS.

TO HAVE AND HOLD unto said Grantee so long as the 24" Sanitary Sewer Main and appurtenances thereto (collectively "Facilities") shall be maintained, together with the right of ingress to 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 being the intention of the parties hereto 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 herein expressed.

As further consideration of this agreement, the Grantor herein agrees as follows:

1. 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 BOPU Utility Easement. Any such structure or item placed on OR WITHIN THE EASEMENT BOUNDARY LINE(S); the BOPU Utility 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.

As a further consideration of this agreement, the Grantee herein agrees as follows:

1. 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.

2. 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.

3. Grantee, following the installation, maintenance or removal of the Facilities, shall restore the surface of the Permanent 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.

4. If Grantor requires relocation of the Facilities, Grantee agrees to relocate the Facilities provided that Grantor pays for the relocation of the Facilities, provides 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.

Said Grantee has selected the route for said Facilities over and through said 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.

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:

GRANTEE:

LARAMIE COUNTY

BOARD OF PUBLIC UTILITIES
CITY OF CHEYENNE, WYOMING

By: _____

By: _____

Title: _____

Bradley A. Brooks,
Director of the Board of Public Utilities
Of the City of Cheyenne, Wyoming

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: _____

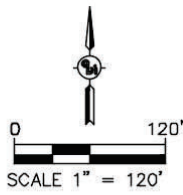
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

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 is the Director of Board of Public Utilities of the City of Cheyenne, Wyoming, and that he executed the foregoing instrument for the purposes therein contained, by signing his name as such officer.

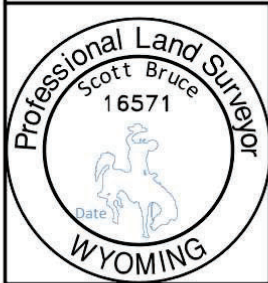
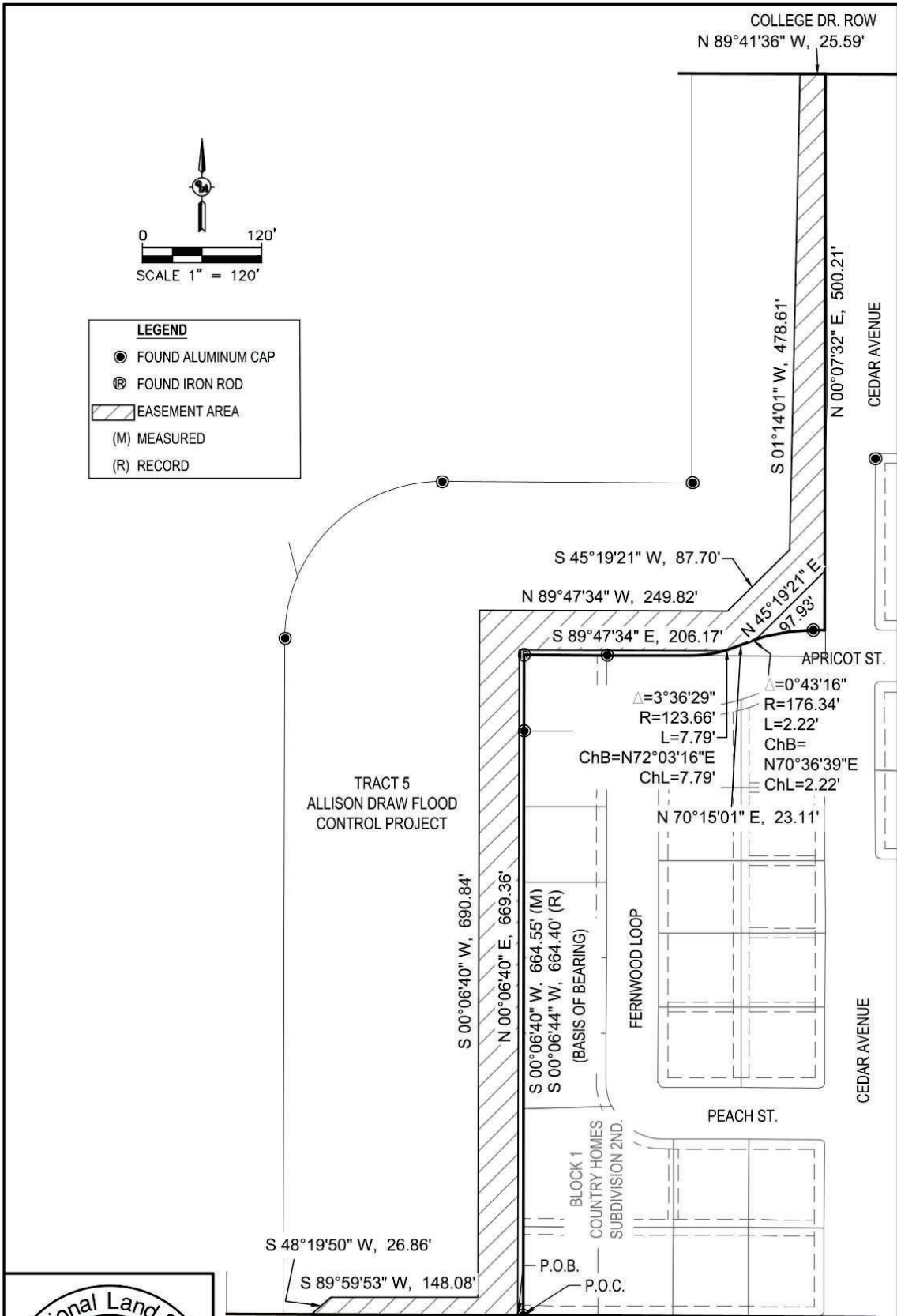
Witness my hand and official seal at office in the state and county aforesaid, this _____ day of _____, 20__.

Notary Public

My commission expires: _____



LEGEND	
	FOUND ALUMINUM CAP
	FOUND IRON ROD
	EASEMENT AREA
(M)	MEASURED
(R)	RECORD



CHECKED BY:	SB	DATE PLOTTED:	Jun 20, 2024
JOB NO:	4705	DRAWN BY:	SB



EXHIBIT 'A'
BOPU UTILITY EASEMENT
 SITUATED IN A PORTION OF
 TRACT 5 ALLISON DRAW FLOOD CONTROL PROJECT
 NW ¼ SECTION 17, T13N, R66W, 6th P.M.,
 LARAMIE COUNTY, WYOMING
 PAGE 1 OF 2

CONSIDERING THE WEST LINE OF BLOCK 1 OF COUNTRY HOMES SUBDIVISION SECOND FILING AS FILED IN PLATS BOOK 9, PAGE 170 IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE MONUMENTED BY AN IRON ROD AT THE NORTHWEST CORNER AND THE SOUTHWEST CORNER MONUMENTED BY AN ALUMINUM CAP WHOSE LINE BEARS S00°06'40"W A DISTANCE OF 664.55 FEET, WHOSE RECORD LINE BEARS S00°06'44"W A DISTANCE OF 664.40 FEET. WITH ALL BEARINGS HEREON RELATIVE THERETO. BEARINGS AND MEASURED DISTANCES ARE GRID BASED ON WYOMING EAST STATE PLANE ZONE COORDINATE SYSTEM (FIP ZONE 4901)

LEGAL DESCRIPTION

THE FOLLOWING IS A DESCRIPTION FOR A CHEYENNE BOARD OF PUBLIC UTILITIES EASEMENT SITUATED IN A PORTION OF TRACT 5 OF THE ALLISON DRAW FLOOD CONTROL PROJECT AS FILED IN PLAT CABINET 8, SLOT 172 IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE ALSO BEING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 5 ALSO BEING THE SOUTHWEST CORNER OF BLOCK 1 OF COUNTRY HOMES SUBDIVISION SECOND FILING AS FILED IN PLATS BOOK 9, PAGE 170 IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE THENCE N89°46'52"W ALONG THE SOUTH BOUNDARY OF SAID TRACT 5 ALSO BEING THE NORTH RIGHT-OF-WAY OF CITRUS STREET A DISTANCE OF 5.00 FEET TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N00°06'40"E A DISTANCE OF 669.36 FEET TO A POINT; THENCE S89°47'34"E A DISTANCE OF 206.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF APRICOT STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY OF SAID APRICOT STREET FOR THE FOLLOWING COURSES AND DISTANCES ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 123.66 FEET, A CHORD BEARING OF N72° 03'16"E, A CHORD DISTANCE OF 7.79 FEET, AND A CENTRAL ANGLE OF 3°36'26"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.79 FEET TO A POINT; THENCE N70°15'01"E A DISTANCE OF 23.11 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 176.34 FEET, A CHORD BEARING OF N70°36'39"E, A CHORD DISTANCE OF 2.22 FEET, AND A CENTRAL ANGLE OF 0°43'16"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 2.22 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY OF SAID CITRUS STREET N45°19'21"E A DISTANCE OF 97.93 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CEDAR AVENUE; THENCE N00°07'32" ALONG THE WEST BOUNDARY OF CEDAR AVENUE RIGHT-OF-WAY A DISTANCE OF 500.21 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE COLLEGE DRIVE RIGHT-OF-WAY; THENCE N89°41'36"W ALONG THE SOUTH BOUNDARY OF SAID COLLEGE DRIVE RIGHT-OF-WAY A DISTANCE OF 25.59 FEET TO A POINT; THENCE S01°14'01"W A DISTANCE OF 478.60 FEET; THENCE S45°19'21"W 87.70 FEET TO A POINT; THENCE N89°47'34"W A DISTANCE OF 249.82 FEET TO A POINT; THENCE S00°06'40"W A DISTANCE OF 690.84 FEET TO A POINT; THENCE S89°59'53"W A DISTANCE OF 148.08 FEET TO A POINT; THENCE S48°19'50"W A DISTANCE OF 26.86 FEET TO A POINT ON THE SAID SOUTH TRACT 5 BOUNDARY ALSO BEING THE NORTH APRICOT STREET RIGHT-OF-WAY; THENCE S89°46'52"E ALONG SAID SOUTH TRACT 5 BOUNDARY A DISTANCE OF 208.11 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.32 ACRES MORE OR LESS.

THIS "BOPU UTILITY EASEMENT", AS SHOWN AND DESCRIBED HEREON, IS GRANTED TO THE BOARD OF PUBLIC UTILITIES OF THE CITY OF CHEYENNE ("BOPU"). NO OTHER UTILITIES MAY INSTALL FACILITIES OR TREES ON OR WITHIN THE BOPU UTILITY EASEMENT PER CURRENT BOPU RULES AND REGULATIONS UNLESS APPROVED BY THE BOPU.



CHECKED BY:	SB	DATE PLOTTED:	Jun 20, 2024
JOB NO:	4705	DRAWN BY:	SB

EXHIBIT 'A'
BOPU UTILITY EASEMENT
 SITUATED IN A PORTION OF
 TRACT 5 ALLISON DRAW FLOOD CONTROL PROJECT
 NW ¼ SECTION 17, T13N, R66W, 6th P.M.,
 LARAMIE COUNTY, WYOMING
 PAGE 2 OF 2



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, EJE PROPERTIES LLC, a Wyoming corporation, hereinafter referred to as "Grantor," in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of performance of the covenants and agreements by the City of Cheyenne, Wyoming ("City"), a Municipal Corporation, by and through its Board of Public Utilities ("Board"), its successors and assigns, hereinafter referred to as "Grantee," as hereinafter set out and expressed, hereby grants, bargains, sells and conveys to the Grantee, a permanent and exclusive easement ("Easement") and a temporary construction easement ("Temporary Easement") to lay, construct, maintain, operate, remove, and replace a 24" Sanitary Sewer Main, and appurtenances thereto, on, over, through and across certain lands, situated in Laramie County, State of Wyoming, described as follows:

SEE EXHIBIT 'A' ATTACHED FOR PERMANENT EASEMENT DESCRIPTION
SAID PERMANENT EASEMENT CONTAINS 1.27 ACRES MORE OR LESS.

And

SEE EXHIBIT 'B' ATTACHED FOR TEMPORARY EASEMENT DESCRIPTION
SAID TEMPORARY EASEMENT CONTAINS 3.05 ACRES MORE OR LESS.

TO HAVE AND HOLD unto said Grantee so long as the 24" Sanitary Sewer Main and appurtenances thereto (collectively "Facilities") shall be maintained, together with the right of ingress to 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 being the intention of the parties hereto 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 herein expressed. Said Temporary Easement shall expire

As further consideration of this agreement, the Grantor herein agrees as follows:

1. 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 Permanent Easement. Any such structure or item placed on OR WITHIN THE EASEMENT BOUNDARY LINE(S); the Permanent 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.

As a further consideration of this agreement, the Grantee herein agrees as follows:

1. 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.

2. 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.

3. Grantee, following the installation, maintenance or removal of the Facilities, shall restore the surface of the Permanent 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.

4. If Grantor requires relocation of the Facilities, Grantee agrees to relocate the Facilities provided that Grantor pays for the relocation of the Facilities, provides 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.



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

Said Grantee has selected the route for said Facilities over and through said 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.

THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, we have hereunto set our hands this 29th day of May, 2024

Signed and delivered in the presence of:

GRANTOR:

EJE PROPERTIES LLC

GRANTEE:

BOARD OF PUBLIC UTILITIES
CITY OF CHEYENNE, WYOMING

Edward Ernste

By: Edward Ernste

Title: President

Bradley A. Brooks

For Bradley A. Brooks,
Director of the Board of Public Utilities
Of the City of Cheyenne, Wyoming

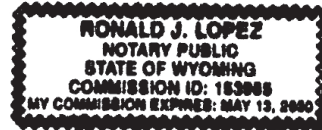
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

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

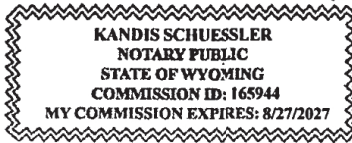
Witness my hand and official seal at office in the state and county aforesaid, this 29th day of May, 2024

Ronald J. Lopez
Notary Public

My commission expires: May 13, 2030



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 is the Director of Board of Public Utilities of the City of Cheyenne, Wyoming, and that he executed the foregoing instrument for the purposes therein contained, by signing his name as such officer.

Witness my hand and official seal at office in the state and county aforesaid, this 6th day of June, 2024.

Kandis Schuessler
Notary Public

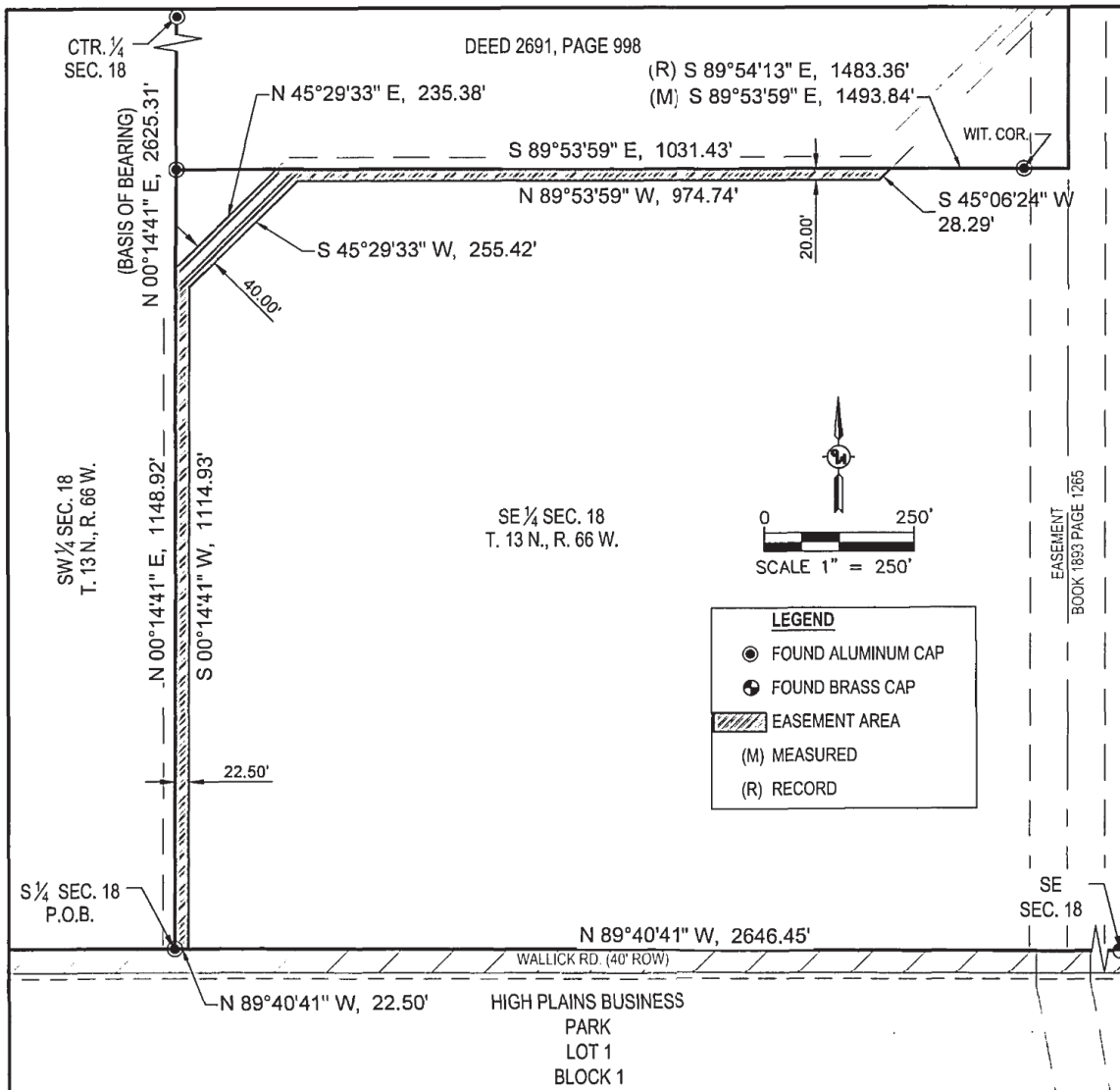
My commission expires: 8/27/27

Me



RECP #: 878187

RECORDED 8/1/2024 AT 3:51 PM BK# 2890 PG# 359
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 5



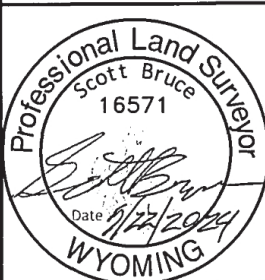
BASIS OF BEARING

CONSIDERING THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND ALUMINUM CAP AT THE SOUTH QUARTER CORNER AND THE CENTER QUARTER CORNER MONUMENTED BY A FOUND ALUMINUM CAP WHOSE LINE BEARS N00°14'41"E A DISTANCE OF 2625.31 FEET. WITH ALL BEARINGS HEREON RELATIVE THERETO. MEASURED BEARINGS AND DISTANCES ARE GRID BASED ON WYOMING EAST STATE PLANE ZONE COORDINATE SYSTEM (FIP ZONE 4901)

LEGAL DESCRIPTION

THE FOLLOWING IS A DESCRIPTION FOR A CHEYENNE BOARD OF PUBLIC UTILITIES UTILITY EASEMENT BEING SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN: BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 18 OF TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N00°14'41"E ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 18 A DISTANCE OF 1148.92 FEET TO A POINT; THENCE N45°29'33"E A DISTANCE OF 235.38 FEET TO A POINT ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 2691, PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE; THENCE S89°53'59"E ALONG SAID SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 2691, PAGE 998 AS FILED IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE A DISTANCE OF 1031.43 TO A POINT; THENCE S45°06'24"W A DISTANCE OF 28.29 FEET; THENCE N89°53'59"W A DISTANCE OF 974.74 FEET; THENCE S45°29'33"W A DISTANCE OF 255.42 FEET TO A POINT; THENCE S00°14'41"W A DISTANCE OF 1114.93 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 18 ALSO BEING THE NORTH BOUNDARY OF THE WALLICK ROAD RIGHT-OF-WAY AND THE HIGH PLAINS BUSINESS PARK SUBDIVISION; THENCE N89°40'41"W ALONG SAID SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1.27 ACRES MORE OR LESS.



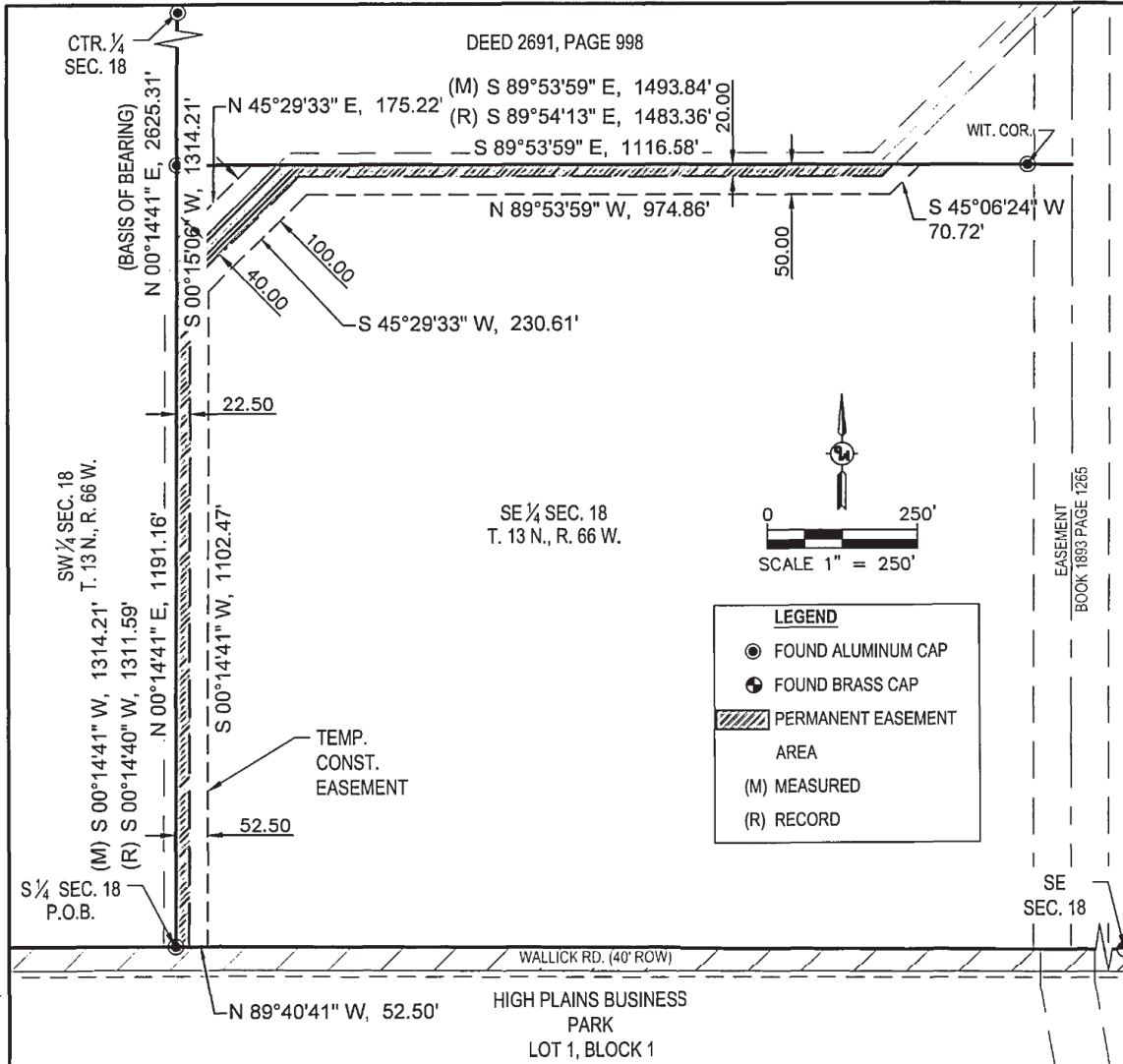
CHECKED BY:	SB	DATE PLOTTED:	May 21, 2024
JOB NO:	4705	DRAWN BY:	SB



EXHIBIT 'A'
BOPU UTILITY EASEMENT

SITUATED IN A PORTION OF
SECTION 18, T13N, R67W, 6th P.M.,
LARAMIE COUNTY, WYOMING
PAGE 1 OF 1

Dwg. File: H:\4679_COSMO Office\SURVEY\Drawings\4679 COSMO SEWER CONTROL EASEMENTS.dwg Layout: Layout2 Plot: 5/21/24 - 11:33am



BASIS OF BEARING

CONSIDERING THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND ALUMINUM CAP AT THE SOUTH QUARTER CORNER AND THE CENTER QUARTER CORNER MONUMENTED BY A FOUND ALUMINUM CAP WHOSE LINE BEARS N00°14'41\"/>

LEGAL DESCRIPTION

THE FOLLOWING IS A DESCRIPTION FOR A CHEYENNE BOARD OF PUBLIC UTILITIES UTILITY TEMPORARY CONSTRUCTION EASEMENT BEING SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:
 BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 18 OF TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N00°14'41\"/>

SAID EASEMENT CONTAINS 3.05 ACRES MORE OR LESS.



CHECKED BY:	SB	DATE PLOTTED:	May 28, 2024
JOB NO:	4705	DRAWN BY:	SB



**EXHIBIT 'B'
 TEMPORARY CONSTRUCTION
 EASEMENT**

SITUATED IN A PORTION OF
 SECTION 18, T13N, R67W, 6th P.M.,
 LARAMIE COUNTY, WYOMING
 PAGE 1 OF 1

Dwg. File: H:\4679_COSMO Office\SURVEY\Drawings\4679 COSMO SEWER CONTROL EASEMENTS.dwg Layout: Layout2 CONST Plot: 5/28/24 - 5:06pm

9/20/24

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, LARAMIE COUNTY, hereinafter referred to as "Grantor," in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of performance of the covenants and agreements by the City of Cheyenne, Wyoming ("City"), a Municipal Corporation, by and through its Board of Public Utilities ("Board"), its successors and assigns, hereinafter referred to as "Grantee," as hereinafter set out and expressed, hereby grants, bargains, sells and conveys to the Grantee, a permanent and exclusive easement ("Easement") and a temporary construction easement ("Temporary Easement") to lay, construct, maintain, operate, remove, and replace a 24" Sanitary Sewer Main, and appurtenances thereto, on, over, through and across certain lands, situated in Laramie County, State of Wyoming, described as follows:

SEE EXHIBIT 'A' ATTACHED FOR BOPU UTILITY EASEMENT DESCRIPTION
SAID PERMANENT EASEMENT CONTAINS 0.51 ACRES MORE OR LESS.

TO HAVE AND HOLD unto said Grantee so long as the 24" Sanitary Sewer Main and appurtenances thereto (collectively "Facilities") shall be maintained, together with the right of ingress to 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 being the intention of the parties hereto 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 herein expressed.

As further consideration of this agreement, the Grantor herein agrees as follows:

1. 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 BOPU Utility Easement. Any such structure or item placed on OR WITHIN THE EASEMENT BOUNDARY LINE(S); the BOPU Utility 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.

As a further consideration of this agreement, the Grantee herein agrees as follows:

1. 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.

2. 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.

3. Grantee, following the installation, maintenance or removal of the Facilities, shall restore the surface of the Permanent 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.

4. If Grantor requires relocation of the Facilities, Grantee agrees to relocate the Facilities provided that Grantor pays for the relocation of the Facilities, provides 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.

Said Grantee has selected the route for said Facilities over and through said 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.

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:

GRANTEE:

LARAMIE COUNTY

BOARD OF PUBLIC UTILITIES
CITY OF CHEYENNE, WYOMING

By: _____

By: _____

Title: _____

Bradley A. Brooks,
Director of the Board of Public Utilities
Of the City of Cheyenne, Wyoming

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 is the Director of Board of Public Utilities of the City of Cheyenne, Wyoming, and that he executed the foregoing instrument for the purposes therein contained, by signing his 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: _____

BASIS OF BEARING

CONSIDERING THE NORTH LINE OF TRACT 10 OF THE ALLISON DRAW FLOOD CONTROL PROJECT AS FILED IN PLAT CABINET 8, SLOT 172 IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE MONUMENTED BY AN ALUMINUM CAP AT THE NORTHEAST CORNER AND THE NORTHWEST CORNER MONUMENTED BY AN ALUMINUM CAP WHOSE LINE BEARS N89°54'08"W A DISTANCE OF 2411.56 FEET, WHOSE RECORD LINE BEARS N89°53'34" A DISTANCE OF 2408.20 FEET. WITH ALL BEARINGS HEREON RELATIVE THERETO. MEASURED BEARINGS AND DISTANCES ARE GRID, BASED ON WYOMING EAST STATE PLANE ZONE COORDINATE SYSTEM (FIP ZONE 4901)

LEGAL DESCRIPTION

THE FOLLOWING IS A DESCRIPTION FOR A CHEYENNE BOARD OF PUBLIC UTILITIES EASEMENT SITUATED IN A PORTION OF TRACT 10 OF THE ALLISON DRAW FLOOD CONTROL PROJECT AS FILED IN PLAT CABINET 8, SLOT 172 IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE ALSO BEING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 10 ALSO BEING THE EAST QUARTER CORNER OF SAID SECTION 18 THENCE N89°54'08"W ALONG THE NORTH LINE OF SAID TRACT 10 A DISTANCE OF 256.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID TRACT 10 N89°54'08"W A DISTANCE OF 574.23 FEET TO A POINT; THENCE S44°19'17"W A DISTANCE OF 181.29 FEET TO A POINT; THENCE N89°53'50"W A DISTANCE OF 276.80 FEET TO A POINT; THENCE S00°05'59"W A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 10; THENCE ALONG SAID SOUTH LINE OF TRACT 10 S89°53'51"E A DISTANCE OF 315.00 FEET TO A POINT; THENCE N00°15'32"E A DISTANCE 11.85 FEET TO A POINT; THENCE N44°19'17"E A DISTANCE OF 192.67 FEET TO A POINT; THENCE S89°54'08"E A DISTANCE OF 527.83 FEET TO A POINT; THENCE N01°53'29"E A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

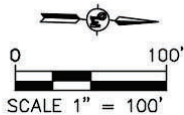
SAID EASEMENT CONTAINS 0.51 ACRES MORE OR LESS.

THIS "BOPU UTILITY EASEMENT", AS SHOWN AND DESCRIBED HEREON, IS GRANTED TO THE BOARD OF PUBLIC UTILITIES OF THE CITY OF CHEYENNE ("BOPU"). NO OTHER UTILITIES MAY INSTALL FACILITIES OR TREES ON OR WITHIN THE BOPU UTILITY EASEMENT PER CURRENT BOPU RULES AND REGULATIONS UNLESS APPROVED BY THE BOPU.

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LEGEND

- FOUND ALUMINUM CAP
- ▨ EASEMENT AREA
- (M) MEASURED
- (R) RECORD



CHECKED BY: SB	DATE PLOTTED: Jun 28, 2024
JOB NO: 4705	DRAWN BY: SB

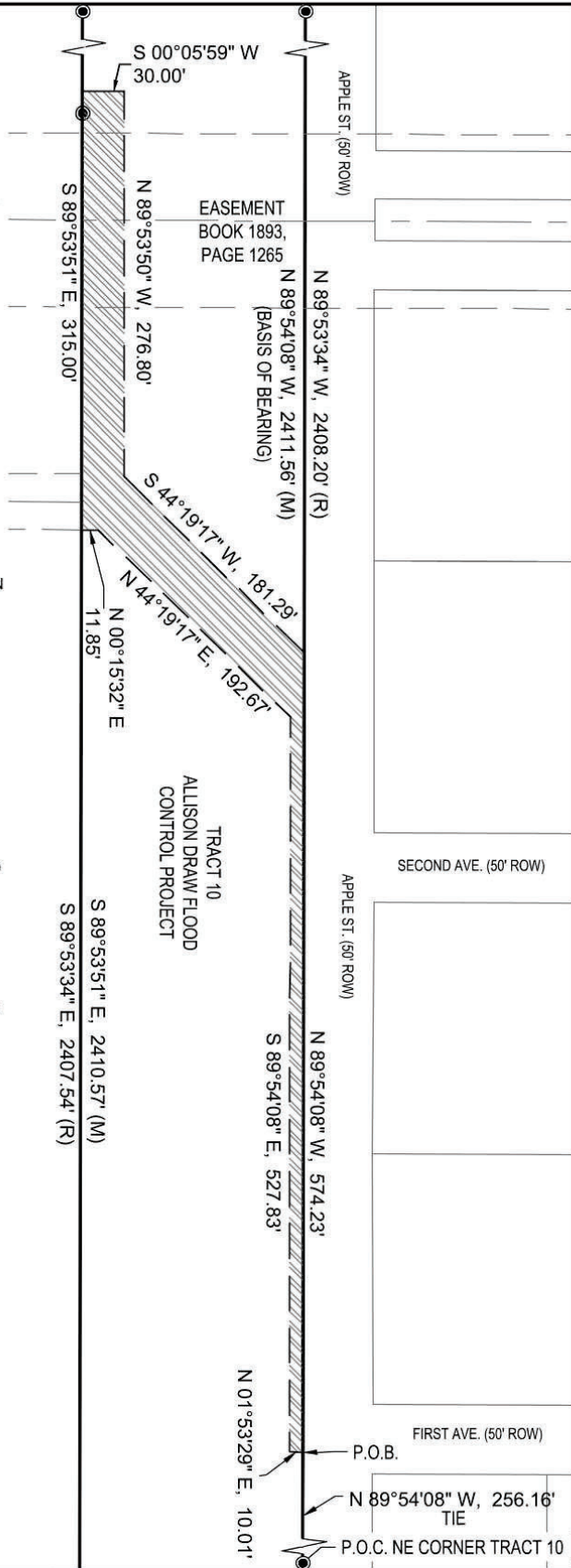


EXHIBIT 'A'
BOPU UTILITY EASEMENT
 SITUATED IN A PORTION OF
 TRACT 10, ALLISON DRAW FLOOD CONTROL PROJECT
 SECTION 18, T13N, R66W, 6th P.M.,
 LARAMIE COUNTY, WYOMING
 PAGE 1 OF 1

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, LARAMIE COUNTY, hereinafter referred to as "Grantor," in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of performance of the covenants and agreements by the City of Cheyenne, Wyoming ("City"), a Municipal Corporation, by and through its Board of Public Utilities ("Board"), its successors and assigns, hereinafter referred to as "Grantee," as hereinafter set out and expressed, hereby grants, bargains, sells and conveys to the Grantee, a permanent and exclusive easement ("Easement") and a temporary construction easement ("Temporary Easement") to lay, construct, maintain, operate, remove, and replace a 24" Sanitary Sewer Main, and appurtenances thereto, on, over, through and across certain lands, situated in Laramie County, State of Wyoming, described as follows:

SEE EXHIBIT 'A' ATTACHED FOR BOPU UTILITY EASEMENT DESCRIPTION
SAID PERMANENT EASEMENT CONTAINS 0.29 ACRES MORE OR LESS.

TO HAVE AND HOLD unto said Grantee so long as the 24" Sanitary Sewer Main and appurtenances thereto (collectively "Facilities") shall be maintained, together with the right of ingress to 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 being the intention of the parties hereto 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 herein expressed.

As further consideration of this agreement, the Grantor herein agrees as follows:

1. 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 BOPU Utility Easement. Any such structure or item placed on OR WITHIN THE EASEMENT BOUNDARY LINE(S); the BOPU Utility 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.

As a further consideration of this agreement, the Grantee herein agrees as follows:

1. 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.

2. 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.

3. Grantee, following the installation, maintenance or removal of the Facilities, shall restore the surface of the Permanent 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.

4. If Grantor requires relocation of the Facilities, Grantee agrees to relocate the Facilities provided that Grantor pays for the relocation of the Facilities, provides 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.

Said Grantee has selected the route for said Facilities over and through said 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.

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:

GRANTEE:

LARAMIE COUNTY

BOARD OF PUBLIC UTILITIES
CITY OF CHEYENNE, WYOMING

By: _____

By: _____

Title: _____

Bradley A. Brooks,
Director of the Board of Public Utilities
Of the City of Cheyenne, Wyoming

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: _____

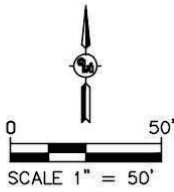
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

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 is the Director of Board of Public Utilities of the City of Cheyenne, Wyoming, and that he executed the foregoing instrument for the purposes therein contained, by signing his name as such officer.

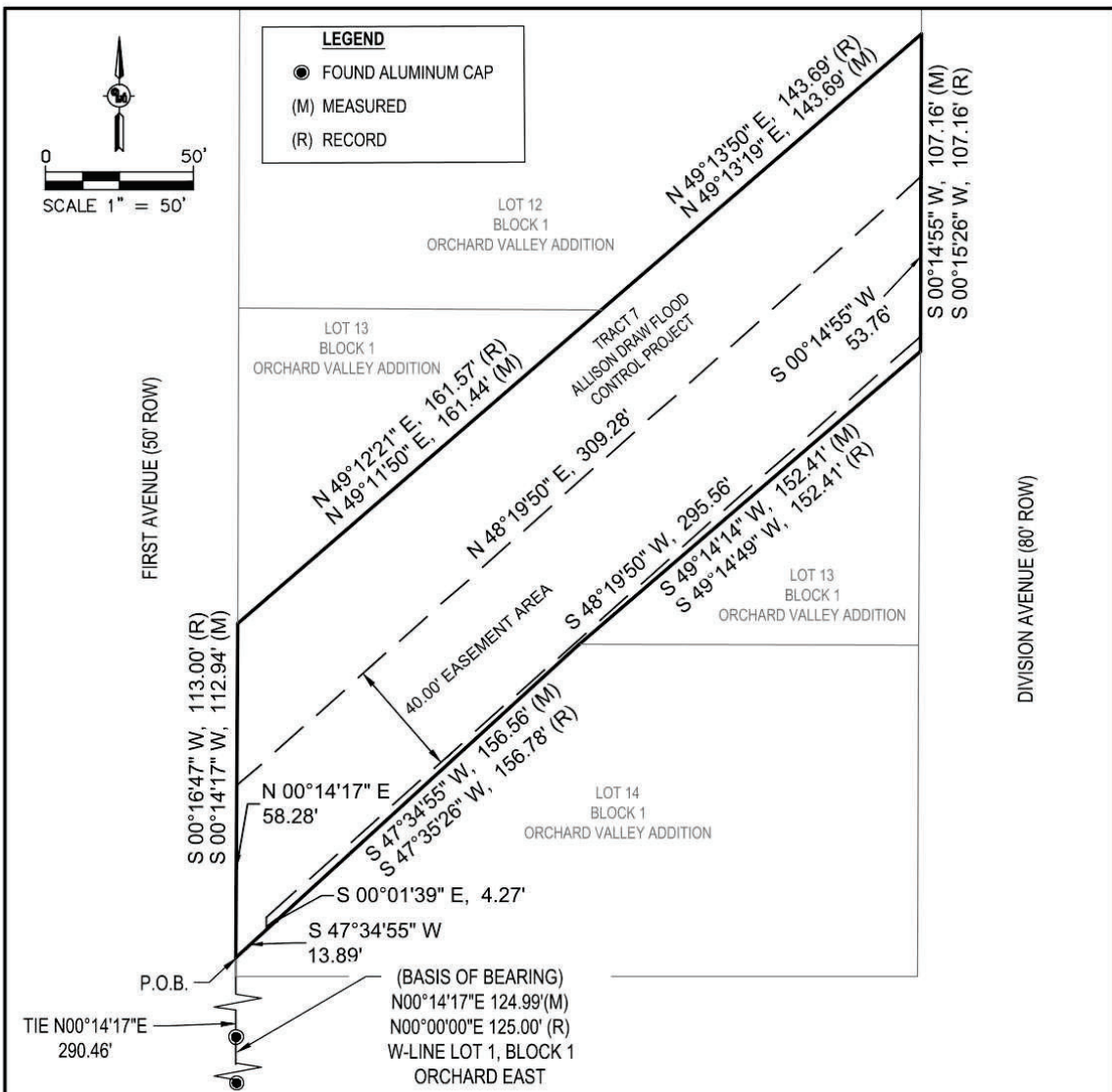
Witness my hand and official seal at office in the state and county aforesaid, this _____ day of _____, 20__.

Notary Public

My commission expires: _____



LEGEND
 ● FOUND ALUMINUM CAP
 (M) MEASURED
 (R) RECORD



CONSIDERING THE WEST LINE OF LOT 1, BLOCK 1 OF THE ORCHARD EAST AS FILED IN PLAT CABINET 7, SLOT 94 IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE MONUMENTED BY AN ALUMINUM CAP AT THE NORTHWEST CORNER AND THE SOUTHWEST CORNER MONUMENTED BY AN ALUMINUM CAP WHOSE LINE BEARS N00°14'17"E A DISTANCE OF 125.00 FEET, WHOSE RECORD LINE BEARS N00°00'00" A DISTANCE OF 125.00 FEET. WITH ALL BEARINGS HEREON RELATIVE THERETO. MEASURED BEARINGS AND DISTANCES ARE GRID BASED ON WYOMING EAST STATE PLANE ZONE COORDINATE SYSTEM (FIP ZONE 4901)

LEGAL DESCRIPTION

THE FOLLOWING IS A DESCRIPTION FOR A CHEYENNE BOARD OF PUBLIC UTILITIES EASEMENT SITUATED IN A PORTION OF THE TRACT 7 OF THE ALLISON DRAW FLOOD CONTROL PROJECT AS FILED IN PLAT CABINET 8, SLOT 172 IN THE LARAMIE COUNTY CLERK AND RECORDERS OFFICE ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 7 THENCE N00°14'17"E ALONG THE WEST BOUNDARY OF SAID TRACT 7 ALSO BEING THE EAST BOUNDARY OF THE FIRST AVENUE RIGHT-OF-WAY A DISTANCE OF 58.28 FEET TO A POINT; THENCE N48°19'50"E A DISTANCE OF 309.28 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 7 ALSO BEING THE WEST RIGHT-OF-WAY OF DIVISION AVENUE; THENCE S00°14'55"W ALONG THE EAST BOUNDARY OF SAID TRACT 7 A DISTANCE OF 53.76 FEET TO A POINT; THENCE S48°19'50"W A DISTANCE OF 295.56 FEET TO A POINT; THENCE S00°01'39"E A DISTANCE OF 4.27 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 7; THENCE S47°34'55"W ALONG THE SAID SOUTH LINE OF SAID TRACT 7 A DISTANCE OF 13.89 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.29 ACRES MORE OR LESS.

THIS "BOPU UTILITY EASEMENT", AS SHOWN AND DESCRIBED HEREON, IS GRANTED TO THE BOARD OF PUBLIC UTILITIES OF THE CITY OF CHEYENNE ("BOPU"). NO OTHER UTILITIES MAY INSTALL FACILITIES OR TREES ON OR WITHIN THE BOPU UTILITY EASEMENT PER CURRENT BOPU RULES AND REGULATIONS UNLESS APPROVED BY THE BOPU.



CHECKED BY: SB DATE PLOTTED: Jun 21, 2024
 JOB NO: 4705 DRAWN BY: SB



EXHIBIT 'A'
BOPU UTILITY EASEMENT
 SITUATED IN A PORTION OF
 TRACT 7 OF ALLISON DRAW FLOOD CONTROL PROJECT
 SECTION 17, T13N, R66W, 6th P.M.,
 LARAMIE COUNTY, WYOMING
 PAGE 1 OF 1



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, ORCHARD HILLS LLC, a Wyoming corporation, hereinafter referred to as "Grantor," in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of performance of the covenants and agreements by the City of Cheyenne, Wyoming ("City"), a Municipal Corporation, by and through its Board of Public Utilities ("Board"), its successors and assigns, hereinafter referred to as "Grantee," as hereinafter set out and expressed, hereby grants, bargains, sells and conveys to the Grantee, a permanent and exclusive easement ("Easement") and a temporary construction easement ("Temporary Easement") to lay, construct, maintain, operate, remove, and replace a 24" Sanitary Sewer Main, and appurtenances thereto, on, over, through and across certain lands, situated in Laramie County, State of Wyoming, described as follows:

SEE EXHIBIT 'A' ATTACHED FOR PERMANENT EASEMENT DESCRIPTION
SAID PERMANENT EASEMENT CONTAINS 0.33 ACRES MORE OR LESS.

And

SEE EXHIBIT 'B' ATTACHED FOR TEMPORARY EASEMENT DESCRIPTION
SAID TEMPORARY EASEMENT CONTAINS 1.27 ACRES MORE OR LESS.

TO HAVE AND HOLD unto said Grantee so long as the 24" Sanitary Sewer Main and appurtenances thereto (collectively "Facilities") shall be maintained, together with the right of ingress to 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 being the intention of the parties hereto 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 herein expressed.

As further consideration of this agreement, the Grantor herein agrees as follows:

1. 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 Permanent Easement. Any such structure or item placed on OR WITHIN THE EASEMENT BOUNDARY LINE(S); the Permanent 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.

As a further consideration of this agreement, the Grantee herein agrees as follows:

1. 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.

2. 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.

3. Grantee, following the installation, maintenance or removal of the Facilities, shall restore the surface of the Permanent 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.

4. If Grantor requires relocation of the Facilities, Grantee agrees to relocate the Facilities provided that Grantor pays for the relocation of the Facilities, provides 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.



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

Said Grantee has selected the route for said Facilities over and through said 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.

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IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of July, 2024

Signed and delivered in the presence of:

GRANTOR:

ORCHARD HILLS LLC

GRANTEE:

BOARD OF PUBLIC UTILITIES
CITY OF CHEYENNE, WYOMING

Richard Wilson
By: Richard Wilson
Title: MEMBER

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

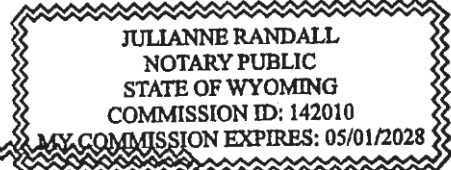
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

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

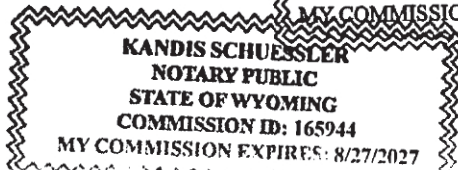
Witness my hand and official seal at office in the state and county aforesaid, this 17th day of July, 2024

Julianne Randall
Notary Public

My commission expires: 5-1-2028



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 is the Director of Board of Public Utilities of the City of Cheyenne, Wyoming, and that he executed the foregoing instrument for the purposes therein contained, by signing his name as such officer.

Witness my hand and official seal at office in the state and county aforesaid, this 26 day of July, 2024

Kandis Schuessler
Notary Public

My commission expires: 8/27/27



BASIS OF BEARINGS

CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND ALUMINUM CAP AT THE SOUTH QUARTER CORNER AND THE CENTER QUARTER CORNER MONUMENTED BY A FOUND ALUMINUM CAP WHOSE LINE BEARS N00°14'41"E A DISTANCE OF 2625.31 FEET. WITH ALL BEARINGS HEREON RELATIVE THERETO. MEASURED BEARINGS AND DISTANCES ARE GRID BASED ON WYOMING EAST STATE PLANE COORDINATE SYSTEM (FIP ZONE 4901)

LEGAL DESCRIPTION

THE FOLLOWING IS A DESCRIPTION FOR A CHEYENNE BOARD OF PUBLIC UTILITIES UTILITY EASEMENT BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 18 OF TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N00°14'41"E ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 18 A DISTANCE OF 1148.92 FEET TO A POINT; THENCE S45°29'33"W A DISTANCE OF 17.60 FEET TO A POINT; THENCE S00°14'41"W A DISTANCE OF 1136.61 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 18 ALSO BEING THE NORTH BOUNDARY OF THE WALLICK ROAD RIGHT-OF-WAY AND HIGH PLAINS BUSINESS PARK SUBDIVISION; THENCE N89°59'19"E ALONG SAID SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.33 ACRES MORE OR LESS.

CTR. ¼
SEC. 18

(BASIS OF BEARING)
N 00°14'41" E, 2625.31'

DEED 2691, PAGE 998

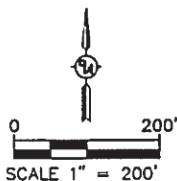
S 45°29'33" W, 17.60'

12.50'

SW ¼ SEC. 18
T. 13 N., R. 66 W.

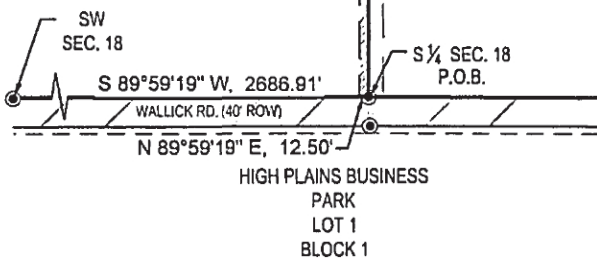
SE ¼ SEC. 18
T. 13 N., R. 66 W.

S 00°14'41" W, 1136.61'
N 00°14'41" E, 1148.92'



LEGEND

- FOUND ALUMINUM CAP
- ▨ EASEMENT AREA



Dwg. File H:\878186_COSMO ORISLANDSURVEY\Drawings\878186 COSMO SEWER CONTROL EASEMENTS.dwg Layout: Layout1 Plot: 7/22/24 - 12:47pm

Professional Land Surveyor
 Scott Bruce
 16571
 WYOMING

CHECKED BY: SB	DATE PLOTTED: Jul 02, 2024
JOB NO: 4705	DRAWN BY: SB
	45 YEARS

EXHIBIT 'A'
BOPU UTILITY EASEMENT
 SITUATED IN A PORTION OF
 SECTION 18, T13N, R66W, 6th P.M.,
 LARAMIE COUNTY, WYOMING
 PAGE 1 OF 1



BASIS OF BEARINGS

CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND ALUMINUM CAP AT THE SOUTH QUARTER CORNER AND THE CENTER QUARTER CORNER MONUMENTED BY A FOUND ALUMINUM CAP WHOSE LINE BEARS N00°14'41"E A DISTANCE OF 2625.31 FEET. WITH ALL BEARINGS HEREON RELATIVE THERETO. MEASURED BEARINGS AND DISTANCES ARE GRID BASED ON WYOMING EAST STATE PLANE ZONE COORDINATE SYSTEM (FIP ZONE 4901)

LEGAL DESCRIPTION

THE FOLLOWING IS A DESCRIPTION FOR A CHEYENNE BOARD OF PUBLIC UTILITIES TEMPORARY CONSTRUCTION EASEMENT BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 18 OF TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N00°14'41"E ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 18 A DISTANCE OF 1191.16 FEET TO A POINT; THENCE S45°29'33"W A DISTANCE OF 66.89 FEET TO A POINT; THENCE S00°14'41"W A DISTANCE OF 1144.29 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 18 ALSO BEING THE NORTH BOUNDARY OF THE WALLICK ROAD RIGHT-OF-WAY AND HIGH PLAINS BUSINESS PARK SUBDIVISION; THENCE N89°59'19"E ALONG SAID SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 47.50 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1.27 ACRES MORE OR LESS.

CTR. ¼
SEC. 18

DEED 2691, PAGE 998

(BASIS OF BEARING)
N 00°14'41" E, 2625.31'

S 45°29'33" W, 66.89'

12.50'

12.5'
PERMANENT
SEWER
EASEMENT

TEMP.
CONST.
EASEMENT

SW ¼ SEC. 18
T. 13 N., R. 66 W.

SE ¼ SEC. 18
T. 13 N., R. 66 W.

S 00°14'41" W, 1144.29'

47.50

SW
SEC. 18

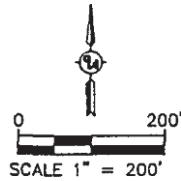
S 89°59'19" W, 2686.91'

WALLICK RD (40' RO/W)

N 89°59'19" E, 47.50'

S ¼ SEC. 18
P.O.B.

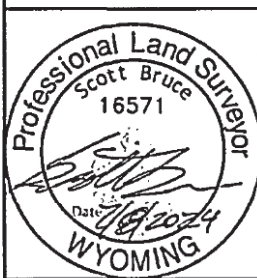
HIGH PLAINS BUSINESS
PARK
LOT 1
BLOCK 1



LEGEND

- FOUND ALUMINUM CAP
- ▨ PERMANENT EASEMENT AREA

Dwg. File: H44678_COSMO Office: SURVEY Drawings: 4679 COSMO SEWER CONTROL EASEMENTS.dwg Layout: Layout1 CONST. Plot: 7/8/24 - 3:36pm



CHECKED BY: SB	DATE PLOTTED: Jul 08, 2024
JOB NO: 4705	DRAWN BY: SB

EXHIBIT 'B'
**TEMPORARY CONSTRUCTION
EASEMENT**

SITUATED IN A PORTION OF
SECTION 18, T13N, R66W, 6th P.M.,
LARAMIE COUNTY, WYOMING

RESOLUTION # _____

A RESOLUTION FOR APPROVAL OF A 24 INCH SANITARY SEWER MAIN LOCATED FROM COLLEGE DRIVE TO HIGH PLAINS ROAD, LARAMIE COUNTY, WYOMING.

WHEREAS, Wyoming State Statutes §18-5-101 to 18-5-107; §18-5-201 to 18-5-208; §18-5-301 to 18-5-315 authorize Laramie County, in promoting the public health, safety, morals and general welfare of the county, to regulate the use of land through zoning in unincorporated Laramie County; and

WHEREAS, the Laramie County Board of Commissioners have adopted the Laramie County Land Use Regulations; and

WHEREAS, this application is in conformance with Section 2-2-128 governing Utility Regulations: and

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING, as follows:

The Laramie County Board of Commissioners finds that:

- a. This application meets the criteria for Public Hearing for Utility Regulations pursuant to Section 2-2-128 of the Laramie County Land Use Regulations.

Moreover, the Board approves the 24-inch sanitary sewer main located from College Drive to High Plains Road, Laramie County, WY.

PRESENTED, READ, AND PASSED, this _____ day of _____, 2024.

LARAMIE COUNTY BOARD OF COMMISSIONERS

Brian Lovett, Chairman

ATTEST:

Debra K. Lee, Laramie County Clerk

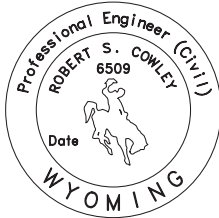
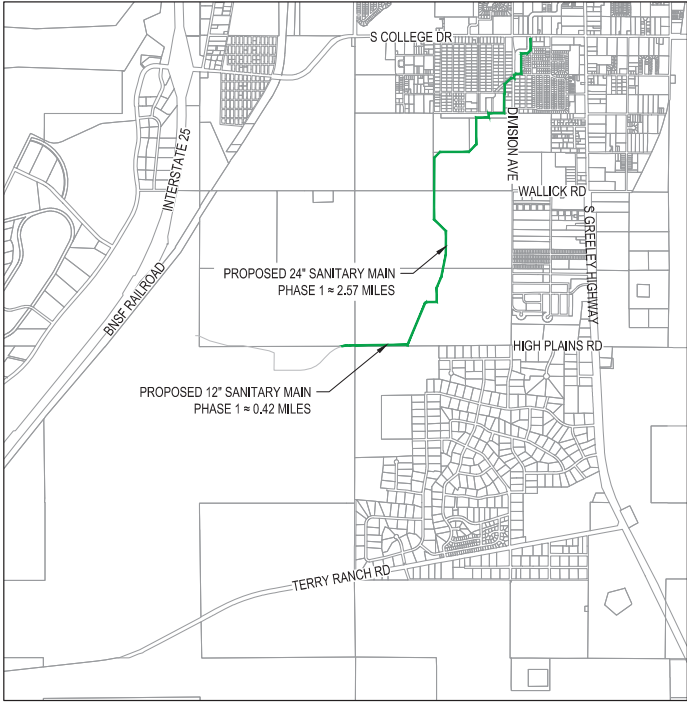
Reviewed and approved as to form:



Laramie County Attorney's Office

HIGH PLAINS BUSINESS PARK OFFSITE INFRASTRUCTURE PHASE I SANITARY MAIN

VICINITY MAP
NOT TO SCALE



ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF WYOMING.

EXHIBIT 'A'
