

APPROVED

By Stefanie Boster at 2:08 pm, Feb 18, 2022

Prepared by, and after recording
please mail to:

Black Hills Energy
Attn: Jim Wasson
1301 W 24th Street
Cheyenne, WY 82001

RIGHT-OF-WAY EASEMENT TRANSMISSION

THIS **EASEMENT** is made and entered into this _____ day of _____, 2022, by and between **City of Cheyenne, Wyoming**, a municipal corporation, located at 2101 O'Neil Avenue, Cheyenne, Wyoming 82001 "**GRANTOR**" and **Cheyenne Light, Fuel and Power Company**, having an address at 1301 West 24th Street, Cheyenne, WY 82001 "**GRANTEE**".

1. Grant: Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee, its successors and assigns, a perpetual right-of-way and easement, to be 150 feet in width, to survey, construct, operate, maintain, repair, alter, inspect, remove, upgrade, up-rate, enhance, and replace an electric transmission power line with poles, wires, and associated equipment, and all necessary attachments and appurtenances, together with the power to extend to any communications company the right to use any pole placed pursuant to the provisions hereof, said easement being upon, over and across the following described real property located in Laramie County, State of Wyoming as further described and/or depicted on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Use: The within grant shall include the right to trim and remove or control by other means any trees or vegetation along said lines where necessary to secure a clearance of at least 35 feet from the conductors; the right to install and maintain anchors and guy wires when reasonably necessary which may lie outside of the right of way; the right of ingress and egress over adjacent lands of Grantor as necessary to access the hereinbefore granted right-of-way; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof. The Grantor reserves the right to build, construct and maintain dirt, asphalt, and concrete pedestrian trails, bicycle trails, and other facilities typically associated with the use of pedestrian and bicycle trails, but Grantor shall not construct or place any other type of structure or building within the easement area. Grantor may otherwise use the easement area as long as such use does not interfere with Grantee's use.

3. Placement: Grantee has ensured that the electric transmission lines and poles are constructed and installed within the above-described easement in a manner that does not damage, destroy, or interfere with the function of the existing sanitary sewer main, which is also located generally within the property burdened by this easement. Grantee will not disturb the existing rails, ties, and related rail equipment which are currently visible on the ground within the property burdened by this easement or in adjacent rights-of-way.

4. Operation: All operations of the Grantee within the easement area pursuant to the terms of this instrument shall be conducted in a manner consistent with the terms of the electric franchise agreement (City Contact No. 5950 and Ordinance No. 3966) which is currently in effect between the Grantor and Grantee. All provisions of the said electric franchise agreement are incorporated herein by reference. Grantee will replace or rebuild any and all unusual or excessive damage to the property within the easement area which shall be caused by the operation and maintenance of said transmission power line under, on, and through the above-described premises. In the event the Grantor constructs pedestrian or bicycle and related facilities within the easement area, and if the same are damaged or destroyed as a result of operations conducted by Grantee under this instrument, the Grantee shall restore said improvements to the condition they were in prior to such damage or destruction.

5. Covenants: Running with the Land: Assignment. This Agreement shall be recorded in the real property records where the Easement Lands are located, and the terms of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of, and be binding upon, the legal representatives, successors, and assigns of the respective Parties hereto, and by the executing and acknowledgment thereof, Grantor waives any homestead rights to the above described easement so far as the same may be affected by this Agreement.

6. Miscellaneous: Except for enforcement of the terms and conditions of this Agreement as between the Parties, the Grantor reserves all immunities and defenses available under the Wyoming Governmental Claims Act, W.S. 1-39-101, et seq., and other applicable laws. This Agreement is not intended to bestow third party beneficiary rights on any person or entity not a party to this instrument. This instrument is governed by the laws of the State of Wyoming and any disputes relating to this instrument shall be brought only in a court of competent jurisdiction sitting in Laramie County, Wyoming.

7. Non-use: This right-of-way and easement shall terminate when the overhead line(s) or buried cable(s) constructed hereunder are no longer in use for twenty-four (24) consecutive months. At the time of the termination of the right-of-way and easement, Grantee agrees to promptly execute and deliver to Grantor, or file for record at the Laramie County Clerk's Office, a written release of such right-of-way and easement. Termination of the rights granted hereunder shall not relieve Grantee, its successors and assigns, from compliance with the covenants and agreements contained herein.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting itself, its successors or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said

Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure, other than the structures specifically mentioned above, shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by its failure to use due care in the exercise of the right granted hereunder.

If the Grantee should at a later time abandon the line and easement, the Grantee shall remove all of its property from the easement and all rights hereunder shall cease.

TO HAVE AND TO HOLD the Easement Rights unto the Grantee, Grantee's legal representatives, successors, and assigns forever.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

GRANTOR
CITY OF CHEYENNE, WYOMING

Patrick Collins, Mayor

ACKNOWLEDGEMENT

STATE OF WYOMING :
 SS.
COUNTY OF LARAMIE :

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Patrick Collins, Mayor of the City of Cheyenne, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

GRANTEE:

Cheyenne Light, Fuel and Power
Company

By: Dustin McKen
Title: Director of Operations

ACKNOWLEDGEMENT

STATE OF WYOMING :
 SS.
COUNTY OF LARAMIE :

On this ____ day of _____, 2022, before me, a Notary Public in and for the state and county aforesaid, personally appeared Dustin McKen, with whom I am personally acquainted, and who, upon oath, acknowledged that he is the Director of Operations for Cheyenne Light, Fuel and Power Company, and that he executed the foregoing instrument for the purposes therein contained, by signing his name as such officer.

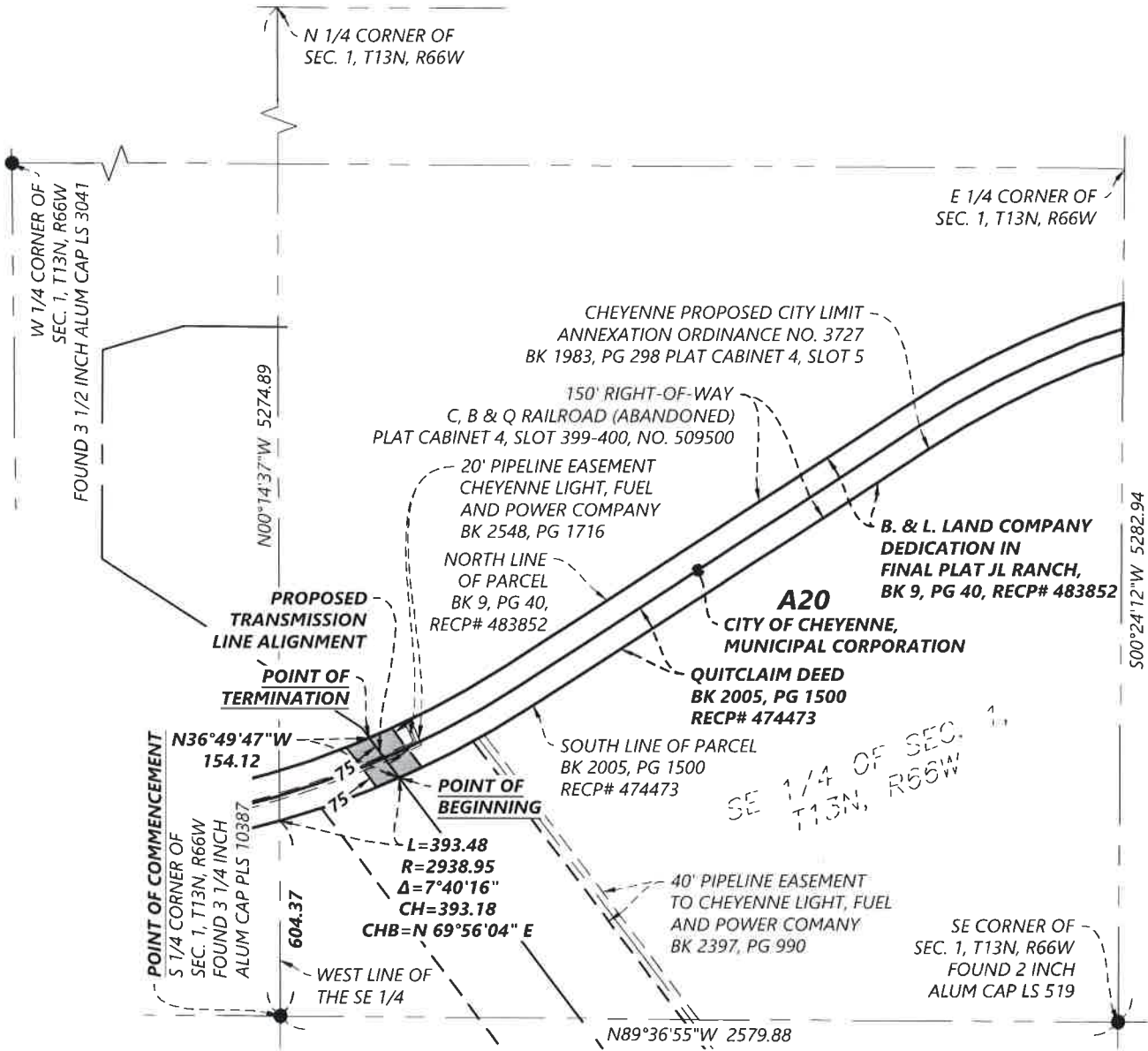
WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT A



LEGEND:

- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- SECTION LINE
- PARCEL BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- RIGHT-OF-WAY LINE
- PROPOSED TRANSMISSION LINE EASEMENT CENTERLINE
- PROPOSED TRANSMISSION LINE EASEMENT



TOTAL EASEMENT AREA :
23,129± SQ.FT. OR 0.531± ACRES

EASEMENT DESCRIPTION:
SEE SHEET 2 OF 2

Westwood

Phone (913) 851-4492 7501 College Blvd, Suite 101
 Fax (913) 851-3357 Overland Park, KS 66210
 westwoodps.com
 Westwood Professional Services, Inc.

BHE - CHEYENNE PRAIRIE TO SOUTH CHEYENNE

LARAMIE COUNTY, WYOMING

EASEMENT EXHIBIT

DATE: 10/30/2019 SHEET: 1 OF 2

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EXHIBIT A

EASEMENT DESCRIPTION:

A STRIP OF LAND 150 FEET WIDE OVER, UNDER, AND ACROSS THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARAMIE COUNTY, STATE OF WYOMING, BEING 75 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, THENCE NORTH 00 DEGREES 14 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 604.37 FEET TO THE SOUTH LINE OF A PARCEL AS DESCRIBED IN QUITCLAIM DEED RECORDED MAY 7, 2007 IN BOOK 2005, PAGE 1500, RECEPTION NO. 474473; THENCE 393.48 FEET NORTHEASTERLY ALONG A NONTANGENTIAL CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2938.95 FEET, A CENTRAL ANGLE OF 07 DEGREES 40 MINUTES 16 SECONDS, A CHORD BEARING OF NORTH 69 DEGREES 56 MINUTES 04 SECONDS EAST AND A CHORD DISTANCE OF 393.18 FEET, TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 36 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 154.12 FEET TO THE NORTH LINE OF A PARCEL AS DESCRIBED IN THE FINAL PLAT OF JL RANCH RECORDED SEPTEMBER 17, 2007 IN BOOK 9, PAGE 40, RECEPTION NO. 483852 AND SAID CENTERLINE THERE TERMINATES.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE AT THE SOUTH LINE OF SAID PARCEL RECORDED IN BOOK 2005, PAGE 1500 AND THE NORTH LINE SAID PARCEL RECORDED IN BOOK 9, PAGE 40.

CONTAINING 23,129 SQUARE FEET OR 0.531 ACRES, MORE OR LESS.


EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

SURVEYOR'S NOTES:

1. THE EXISTING PROPERTY AND ENCUMBRANCES SHOWN HEREON WERE PREPARED USING THE TITLE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT NUMBER 4529-3248667, HAVING AN EFFECTIVE DATE OF JUNE 13, 2019 AT 5:00 PM. NO SEARCH FOR RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS WAS MADE BY THE SURVEYOR.
2. THE HORIZONTAL DATUM IS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), WYOMING EAST ZONE, US SURVEY FEET, GRID DISTANCES.
3. THE EASEMENT AREA HAS BEEN SCALED TO GROUND VALUES USING THE AVERAGE COMBINED SCALE FACTOR OF 1.000343188.
4. THE ASSUMED PRESCRIPTIVE LOCATION OF THE EASEMENT GRANTED TO THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION SHOWN HEREON IS BASED ON INFORMATION OBTAINED BY AERIAL METHODS, PROVIDED BY AERIAL SERVICES INC. (ASI), LIDAR FLOWN 08/02/2019, IMAGERY FLOWN 07/16/2019. AERIAL WORK IS BASED ON NATIONAL MAP ACCURACY STANDARDS.
5. RIGHT OF WAY LOCATIONS AND WIDTHS ARE BASED ON A COMBINATION OF EASEMENT DOCUMENTS, MAPS AND AERIAL IMAGERY.

SURVEYOR'S CERTIFICATION:

FIELD WORK COMPLETED ON SEPTEMBER 24, 2019.
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED SURVEYOR UNDER THE
LAWS OF THE STATE OF WYOMING.


Kris Wroolie, PLS, License No. 15249



Westwood

Phone (913) 851-4492 7501 College Blvd. Suite 101
Fax (913) 851-9357 Overland Park, KS 66210
westwoodpls.com

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**BHE - CHEYENNE PRAIRIE
TO SOUTH CHEYENNE**

LARAMIE COUNTY, WYOMING

**EASEMENT
DESCRIPTION**

DATE: 10/30/2019 SHEET: 2 OF 2