

Prepared by, and after recording
please mail to:

BLACK HILLS ENERGY
Attn: Jim Wasson
1301 W 24th Street
Cheyenne, WY 82001

EASEMENT FOR GAS LINES AND APPURTENANCES

THIS EASEMENT is made and entered into this ____ day of _____, 2019, by and between **City of Laramie, a Wyoming Municipal Corporation** "GRANTOR", and **BLACK HILLS WYOMING GAS, LLC, d/b/a Black Hills Energy**, 1301 West 24th Street, Cheyenne, WY 82001 "GRANTEE".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, repair, rebuild and remove, on, under and over said lands and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, including but not limited to aboveground valve settings or district regulator stations, together with the right of ingress and egress to and from the said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of **Albany**, in the State of **Wyoming** described below and as further described on Exhibit A attached hereto and incorporated herein by this reference.

Grantor owns in fee simple certain real property situated in SECTION TWENTY SIX (26), TOWNSHIP SIXTEEN (16) NORTH, RANGE SEVENTY THREE (73) WEST, Being Laramie Ridge Estates Addition to Laramie, Wyoming, Block One (1), Lot Twelve (12), a 3.25 acre tract as appears in the office of the recorder located in Albany County, Wyoming of the 6th P.M. ("the Subject Lands")

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away or otherwise control any trees, limbs, brush and vegetation on or adjacent to the above described easement whenever, in its judgment, such will interfere with or endanger the construction, safety, operation or maintenance of said lines. In exercising its rights of ingress and egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused thereby.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs 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 building shall be constructed on the easement without written permission from Grantee. In addition, the granting of any subsequent easements to third parties that either cross Grantee's gas lines or are situated within five feet of Grantee's gas lines shall require written permission from Grantee.

Grantee, its successors and assigns, agrees to pay for any damage caused to land, growing crops, fences, livestock or other personal property of Grantor from the construction, operation or maintenance of said lines.

Title to said lines shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining

unto Grantee its lessees, licensees, successors or assigns forever. This easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns. Grantor hereby represents, warrants and covenants that Grantor is the sole owner(s) of the above-described land, subject to existing liens and right-of-way easement of record and has all rights to grant this easement.

NOW THEREFORE, GRANTOR and GRANTEE hereby covenant and agree with the terms and conditions contained herein, dated this _____ day of _____, 2019.

GRANTOR:

CITY OF LARAMIE, WYOMING:

By: _____
Joe Shumway
Mayor and President of the City Council

Attest: _____
Nancy Bartholomew
City Clerk

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

On this _____ day of _____, 2019, before me personally appeared _____, Mayor of the City of Laramie who executed the foregoing Easement and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and official seal.

Notary Public
My commission expires:

GRANTEE:

BLACK HILLS ENERGY:

By: _____
Shirley Welte
Vice President Operations

Date

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me personally appeared Shirley Welte, Vice President Operations of Black Hills Energy who executed the foregoing Easement and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____