

Prepared by, and after recording
please mail to:

EASEMENT FOR GAS LINES AND APPURTENANCES

THIS EASEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Douglas, Wyoming **"GRANTORS"**, and Black Hills Gas Distribution, LLC, **"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 Converse, in the State of Wyoming further described on Exhibits A & B, attached hereto and incorporated herein by this reference.

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. Any brush or vegetation installed and maintained by the City of Douglas for any future pathways in this area cannot be trimmed, cut or cleared by the GRANTEE until approved by the City. 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.

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

Mayor – City of Douglas, Wyoming

Attest: Clerk – City of Douglas, Wyoming

ACKNOWLEDGEMENT

STATE OF ALASKA :

SS.

COUNTY OF :

On this ____ day of _____, 2018, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came the Mayor of the City of Douglas, Wyoming personally known to me to be the person whose name is affixed to the above instrument, and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at _____, in said county and state, the date aforesaid.

Notary Public

My Commission Expires: _____
(SEAL)



**EXHIBIT "A"
OTHER SIDE OF THE TRACKS ADDITION
CITY OF DOUGLAS, WYOMING
15' WIDE GAS LINE EASEMENT**

A fifteen foot (15') wide strip of land to be designated as a Natural Gas Pipeline Easement located within Lots 1 and 2 of the Other Side of the Tracks Subdivision to the City of Douglas, Wyoming, being a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ Section 16, T.32N., R.71W., 6th P.M., Converse County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being more particularly described as follows:

The east fifteen feet (15') of Lot 1 and the east and south fifteen feet (15') of Lot 2 of the Other Side of the Tracks Subdivision to the City of Douglas, recorded April 23, 2009, Filing No. 959951.

The above described easement contains 1.06 acres (46,364.63 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

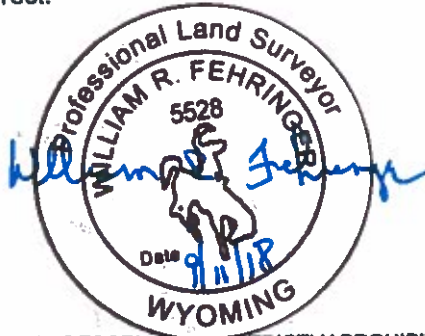
Along with:

A twenty foot (20') wide Temporary Construction Easement, located west and north of and adjacent to the above described permanent Natural Gas Pipeline Easement.

The above described Temporary Construction Easement will become null and void one year after the Natural Gas Pipeline has been put into service.

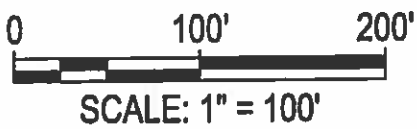
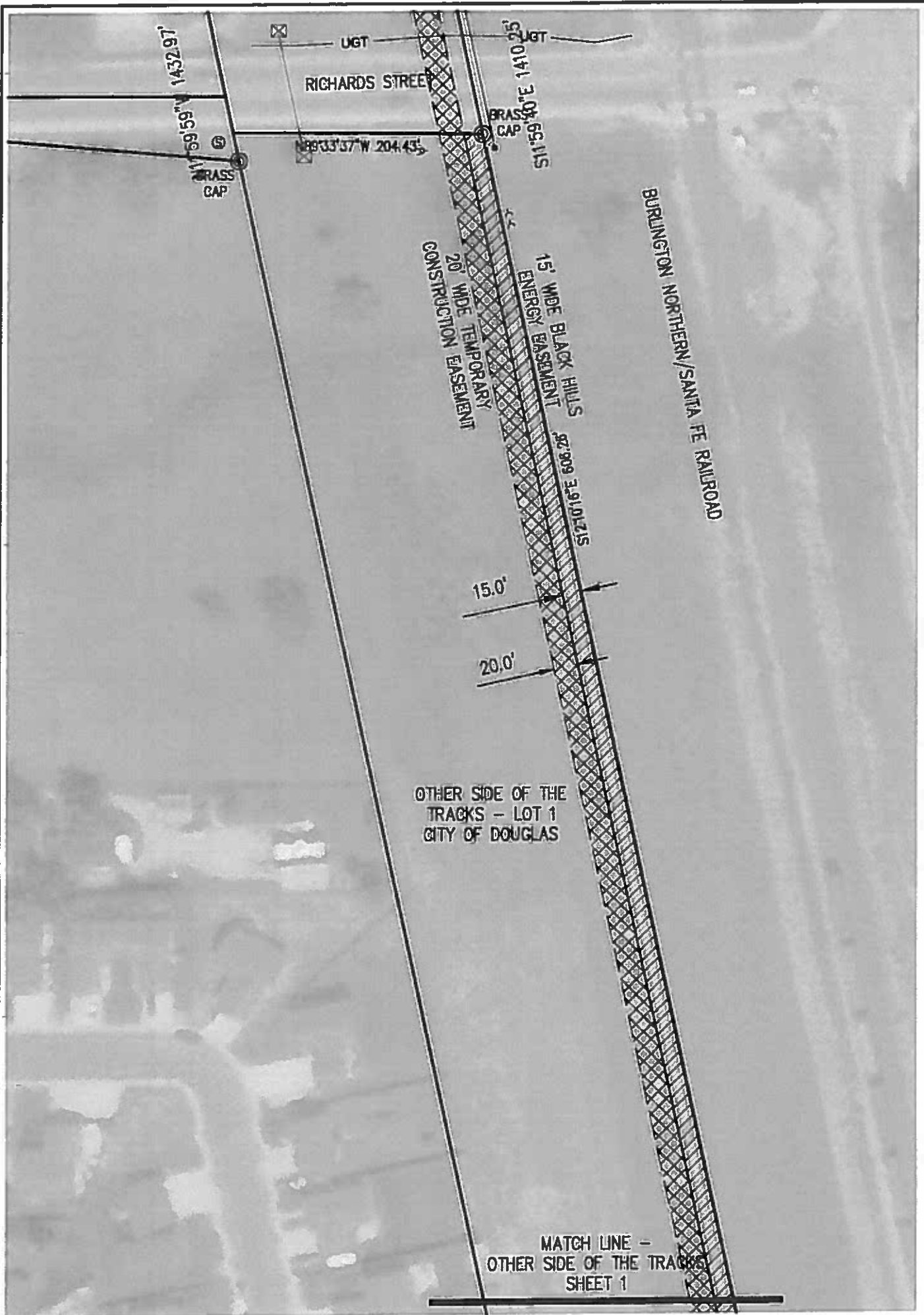
The above described permanent easement contains 1.06 acres, (46,364.63 S.F.), more or less and is subject to all rights-of-way, and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me from notes taken during an actual survey made under my direct supervision in May and June, 2018, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

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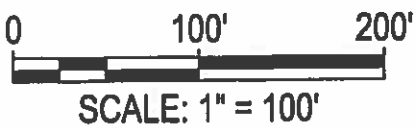
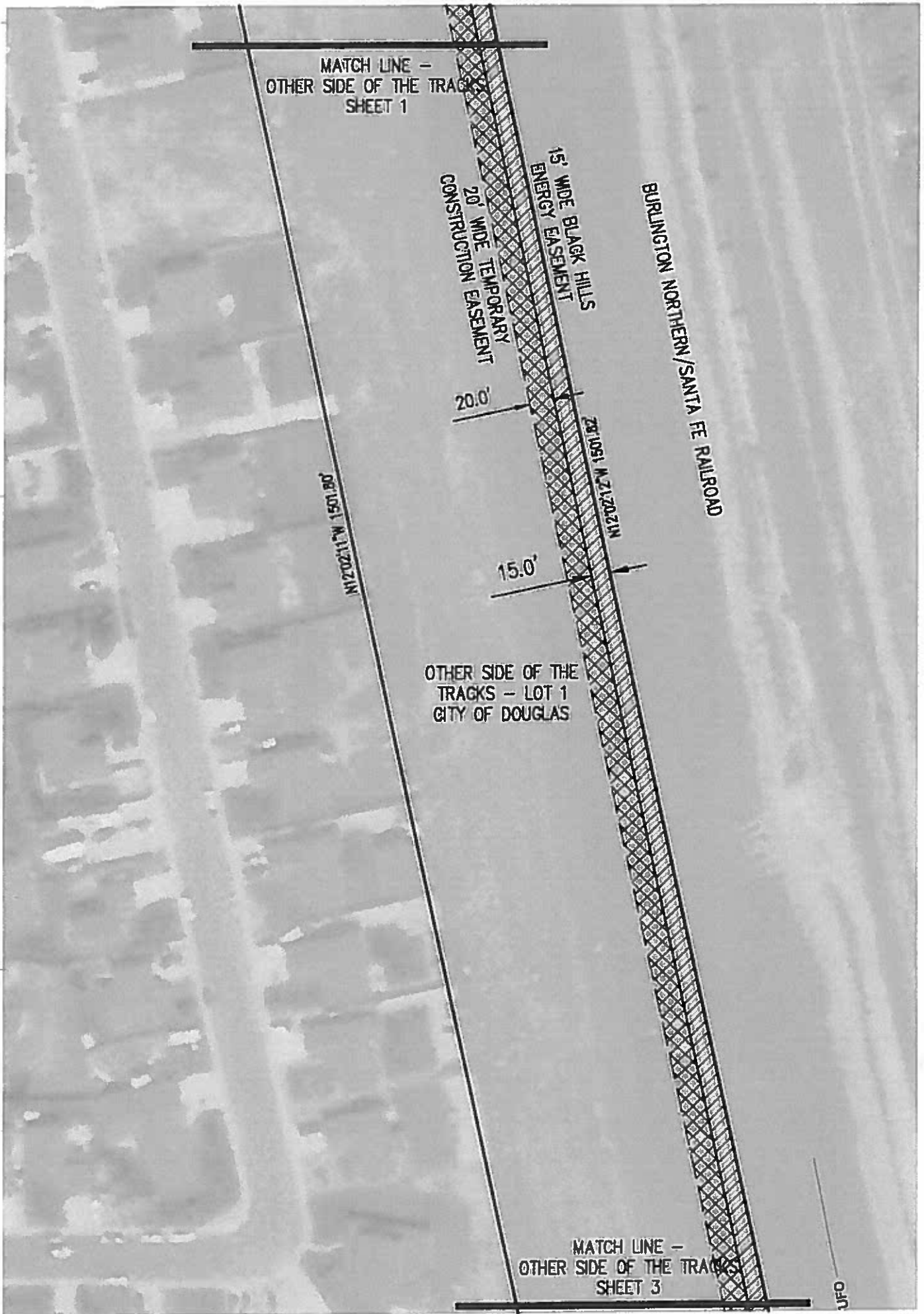


Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



EXHIBIT B
GAS PIPELINE EASEMENT
 CITY OF DOUGLAS, WYOMING
 OTHER SIDE OF THE
 TRACKS SUBDIVISION
 Lots 1 and 2
 Converse County, Wyoming
 July, 2018
 W.O. 18-145
 Sheet 1 of 3

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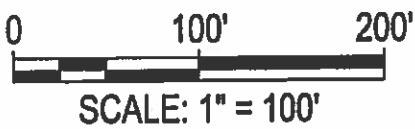
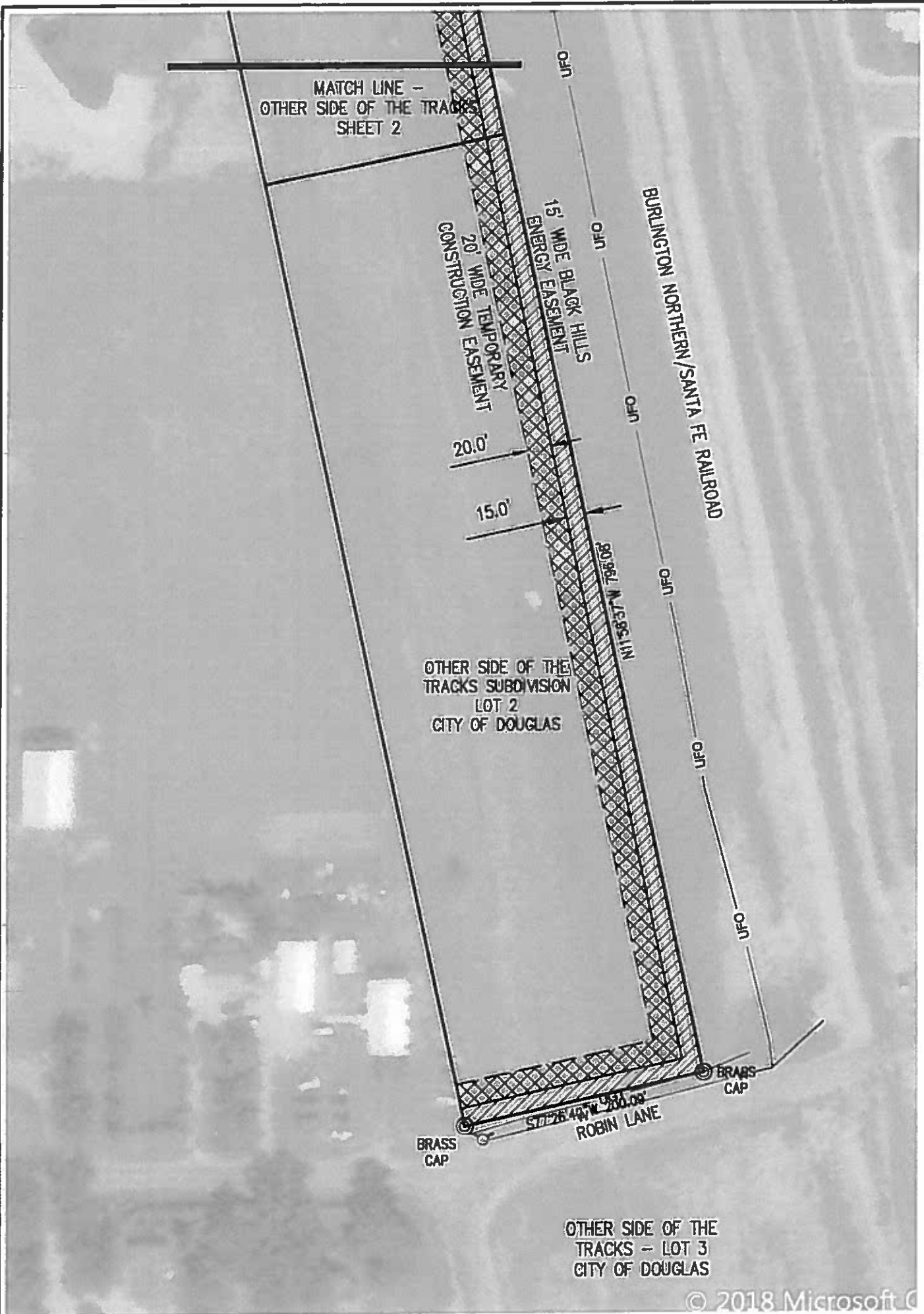


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