

WHEN RECORDED, RETURN TO:

Return to:
Rocky Mountain Power
Clayton Cook
2840 E. Yellowstone HWY
Casper, WY 82609

Project Name: City of Douglas, Wyoming Line Purchase
WO#: 8197587

AGREEMENT FOR THE ASSIGNMENT OF EASEMENT

This Agreement for the Assignment of Easement is entered into this ____ day of _____, 2022 by and between PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power (“Rocky Mountain Power”), whose address is 1407 West North Temple Salt Lake City, Utah 84116 and City of Douglas, Wyoming (“City of Douglas”), whose address is 101 N Fourth Street Douglas, Wyoming 82633. Rocky Mountain Power and City of Douglas are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. City of Douglas and Rocky Mountain Power have entered into a Bill of Sale (the “Transfer Agreement”) whereby Rocky Mountain Power has purchased and will operate the electrical power facilities for City of Douglas.

B. City of Douglas is the grantee to certain rights of ways and easements (the “Existing Easement”) that was acquired for the purpose constructing, operating and maintaining power lines and other associated rights as more expressly described in the Existing Easement. The Existing Easement is listed herein as Exhibit “A”.

C. City of Douglas has agreed to an assignment in gross all of its rights under the Existing Easement to Rocky Mountain Power.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, the Parties agree to the following:

City of Douglas hereby grants, conveys and assigns its rights, privileges, and obligations arising from the Existing Easement to Rocky Mountain Power. Rocky Mountain Power shall have the full use and benefit of the Existing Easement as those rights are more fully described and set forth in the Existing Easement grants.

This assignment is intended to be an assignment of a commercial easement in gross. under the terms of the Existing Easement concurrently with Rocky Mountain Power and in no way intends to diminish the scope or use of those existing rights as set forth therein.

DATED this ____ day of _____, 2022.

City of Douglas, Wyoming

PacifiCorp, an Oregon corporation,
d/b/a Rocky Mountain Power

By: _____

By: _____

Its: _____

Its: _____

STATE OF WYOMING)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

My Commission Expires: _____ (d/m/y)

STATE OF WYOMING)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of City of Douglas, Wyoming

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

My Commission Expires: _____ (d/m/y)

EXHIBIT A

RECORDED FEB 15 1994 AT 2:35 P.
IN BOOK 1050 OF MISC PAGE 383
NO. 788406 DOROTHY L. TAYLOR
COUNTY CLERK

RIGHT-OF-WAY
Individual

BOOK 1050 PAGE 383

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), do hereby grant to CITY OF DOUGLAS, its successors and assigns, the Grantee, an easement or right-of-way twenty feet in width for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground and the right to place such guys and anchors outside of said right-of-way), the centerline of which is at or near the location and along the general course now located and staked out by the Grantee, across and upon the following described real property in Converse County, State of Wyoming, to wit:

A twenty foot strip located in T32N, R72W of the 6th P.M., parts being in the:

NE¼ of the SE¼ of Section 33, N½ of the N½ of the SW¼ of Section 34, S½ of the S½ of the NE¼ of Section 34, N½ of the N½ of the SE¼ of Section 34. Said strip being approximately 5,234 feet in length and more particularly as shown on the attached sketch labeled Exhibit "A" and by this reference made a part hereof.

Including the right to clear said right-of-way and keep the same clear of brush, trees, timber and structures, and the right to top, trim, clear or cut away all trees outside of said right-of way which might endanger such line.

Together with the right to ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

At no time shall any building or anything flammable be erected, permitted or placed within the boundaries of said right-of-way, nor shall any material or equipment of any kind or nature which exceeds 15 feet in height be used thereon by Grantors, or by Grantor's heirs or assigns.

Grantors reserve the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 7th day of January, 1994.

Ed Baker
Ed Baker

Linda Baker
Linda Baker

STATE OF WYOMING)
)
COUNTY OF CONVERSE) ss.

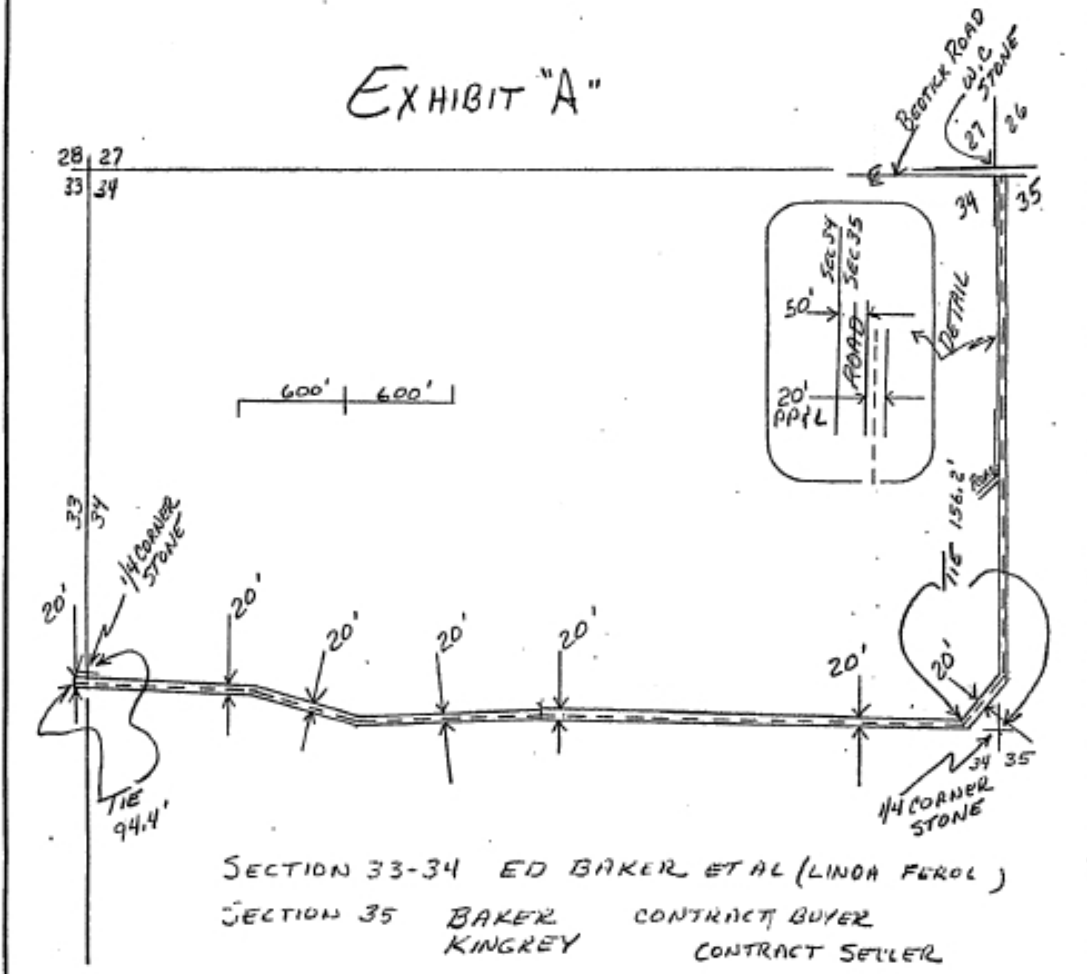
On this 7th day of January, 1994, personally appeared before me, a notary public in and for the State of Wyoming, the within named Ed Baker and Linda Baker to me known to be the identical persons described therein and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Witness my hand and official seal.

My Commission Expires: July 19, 1995 *Bobbie K. Fitzhugh*
Notary Public



EXHIBIT "A"



SECTION 33-34 ED BAKER ET AL (LINDA FEROL)
 SECTION 35 BAKER CONTRACT BUYER
 KINGREY CONTRACT SELLER

DISTRICT <u>CASPER, DOUGLAS</u>	
NAME <u>SHEEP Mtn Well</u>	<u>45650</u>
LOCATION <u>S. 33 34 35 - T22 NR 22W</u>	ER NO. <u>300-612</u>
MAP NO. <u>52-32-72-6, H</u>	W.O. <u>3724</u>
DRAWN <u>11-17</u> 19 <u>93</u>	

PACIFIC POWER & LIGHT COMPANY
 E R SKETCH
 SCALE As Shown

FORM 2705 REV. 8/87